C40 CITIES FINANCE FACILITY

REQUEST FOR PROPOSALS

Technical studies for the project "Integrating Biodiversity and NbS in Flood Alleviation Infrastructure in Quezon City"

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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.

To learn more about the work of C40 and our cities, please visit our website or follow us on LinkedIn, X, BlueSky, Threads, Facebook, YouTube and Instagram.

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 36 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 CO_2 emissions, enhance the climate resilience of 2 million people, and leverage over US$1 billion in climate finance.

CFF recently announced five 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 six 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;
- Solid waste management in Sekondi-Takoradi, Ghana; and,

- Nature-based flood resilience in Quezon City, the Philippines.

Although CFF 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

Integrating Biodiversity and NbS in Flood Alleviation Infrastructure in Quezon City

Quezon City's project, **"Integrating Biodiversity and Nature-based Solutions in Flood Alleviation Infrastructure"** aims to reduce flooding in the city and reduce the impacts of flood events through a combination of conventional grey stormwater management, nature-based solutions, and biodiversity protection interventions. By capturing and slowing runoff upstream within central green spaces such as Quezon Memorial Circle and surrounding waterways, the intervention helps prevent drainage system overload and mitigates recurrent flooding in low-lying barangays where many marginalised residents live. The intervention sites, Quezon City Hall Lagoon, Quezon Memorial Circle and Ninoy Aquino Park and Wildlife Center, are all publicly owned, with varied ownerships by the city and national government. The three sites have been chosen to provide a solid foundation on which the city plans to replicate the project to other areas in the city.

Flooding in Quezon City is intensifying due to rapid urbanisation and infrastructure development, which has increased impermeable surfaces and channelled waterways into culverts, accelerating water flow to downstream areas. As the city's Drainage Masterplan prioritises large-scale grey infrastructure, this project complements it by embedding biodiversity and ecosystem restoration measures into existing plans. Nature-based infrastructure is less cost-intensive both in construction and operations in comparison to grey infrastructure and would allow higher adaptive capacity to potential climate scenarios in the future thereby enhancing urban resilience.

By integrating the Drainage Masterplan with the city's Biodiversity and Urban Ecosystem Restoration Strategy, which outlines interventions such as artificial wetland creation/restoration, green corridors, biodiversity protection measures, and others, the project demonstrates a more adaptive, cost-effective, and resilient approach to flood management. CFF could provide the technical assistance needed to operationalize this integrated approach, creating a replicable model for reducing climate risks, enhancing public spaces, and increasing resilience of downstream communities most exposed to flooding.

Overview of the project sites

The three project sites, Quezon City Hall Park and Lagoon, Quezon Memorial Circle, and Ninoy Aquino Parks and Wildlife Center, are all located in District 4 (Barangay Pinyahan

and Barangay Central). All three are major public parks covering approximately 488,000 sq. m.

Two of the sites are owned and managed by the Quezon City Government namely, the Quezon Memorial Circle (250,000 sq. m.) and the Quezon City Hall Park and Lagoon (11,000 sq. m.). The Quezon Memorial Circle Administration, under the Office of the City Mayor, oversees the operations, maintenance, and development of Quezon Memorial Circle, excluding the Quezon Memorial Shrine, which is under the National Historical Commission of the Philippines.

The Ninoy Aquino Parks and Wildlife Center (227,000 sq. m.) is a protected area, thus placing it under the ownership and control of the Department of Environment and Natural Resources' Biodiversity Management Bureau. Studies and other activities conducted in the park must be cleared by the Protected Area Management Board, where the Quezon City Government has representation.

Alignment with other C40 programmes in Quezon City

This engagement must be aligned with other C40 programmes in Quezon City:

1. Quezon City is a signatory under the C40 Urban Nature Accelerator, with long-term commitments to make 30-40% of its built area to have green and permeable spaces, and with 70% of its city population to have access to green or blue spaces within 15 minutes.
2. Quezon City receives technical assistance from the **Resilient Urban Futures Programme (RUF)** funded by the Danish Ministry of Foreign Affairs (DMFA) and the second phase of the **Urban Climate Action Programme – Climate Action Implementation (UCAP-CAI)** funded by the UK Foreign, Commonwealth and Development Office. Under UCAP-CAI's resilience component, C40 will support Quezon City in creating a baseline for nature-based data, while RUF supports the mapping of informal communities and areas disaggregated by gender and other socioeconomic data, the development of a shading strategy for heat resilience through nature-based solutions, and the integration of nature-based solutions for flood prevention in open spaces.

3. Objective of the assignment and expected activities

CFF is looking for a **consultant/team of consultants/consortia** (hereafter referred to as 'the consultant') to deliver technical feasibility studies for Quezon City's project, namely:

- Ecological and Land Use Analysis
- Hydrological and Geohydrological Study
- Site-specific Climate Change Risk and Vulnerability Analysis

The studies are intended to provide evidence-based justification as a requirement for Quezon City's budget process and identify initial catchment interventions. Thus, in developing the studies, the CFF expects the following objectives to be achieved:

- Establish baseline conditions for flooding, land use patterns, and catchment dynamics in the catchment area;
- Analyze historical flooding events within the catchment area to assess their underlying causes, spatial distribution, and associated infrastructure and economic impacts;
- Identify opportunities for integrating nature-based solutions to flooding in the sites for intervention;
- Produce data in compliance with recognised international standards and national regulations and in formats used by Quezon City.

The consultant will be working primarily with the C40 team of CFF. There may also be work with other CFF staff, CFF-procured consultants, alongside engagement with key departments of the Quezon City Government such as the Parks Development and Administration Department, Climate Change and Environmental Sustainability Department, Disaster Risk Reduction and Management Department, City Planning and Development Department, and Quezon Memorial Circle Administration Office. Limited engagement with the Ninoy Aquino Parks and Wildlife Center is also expected.

The consultant will also be responsible for preparing documents and other requirements to access the necessary data and sites, including but not limited to data request letters and application forms.

Activity 1: Project Inception

During project inception, the consultant is expected to submit detailed methodologies, including a field sampling plan, work plan, and any risk management plans. In doing so, the consultant will undertake the following:

- A kick-off meeting with the CFF, UCAP-CAI, RUF, and Quezon City project team (including the Nature-based Solutions Technical Working Group) to introduce the team, confirm the scope, and present the proposed approach;
- Present the detailed methodologies, sampling plan, and work plan specific to the NAPWC to the PAMB and secure clearance to conduct such studies; and,
- Review existing documents from Quezon City and other relevant programmes such as the Resilient Urban Futures and UCAP-CAI Programmes to streamline reviews and avoid duplication of activities and refer to the relevant studies and/or datasets.

Expected deliverables: Inception Report, Detailed Methodology, Presentation to the PAMB, minutes from kick-off meetings

Activity 2: Ecological and Land Use Analysis

The Ecological and Land Use Analysis will establish baseline environmental conditions, map current land utilization patterns, evaluate land suitability, and identify potential ecological constraints. In specific, it aims to:

- Identify, document, and map all existing ecological and built environment assets within the catchment (with an emphasis on municipal infrastructure);
    - For each infrastructure type, develop a typology to assess potential costs to infrastructure (currency units/m^2) due to flood damage, based on existing locally-relevant evidence and literature.
- Identify, document,and map planned relevant infrastructure such as stormwater ponds, parks, waste management equipment (e.g., litter booms, traps), and stations (e.g., transfer and/or recycling stations);
- Inventory and categorise the size, typology, ownership, and current use of existing public open space/s in the catchment area;
- Assess the condition and functional performance of built infrastructure assets and all ecological assets as well as performance of ecological systems;
- Assess existing river water quality and estimate event mean concentration of various pollutants in stormwater (where data is available);
- Identify all municipal and private land in the vicinity of the river particularly where it can be used to develop flood alleviation options;
- Develop and apply a methodology to identify potential locations of proposed flood alleviation interventions;
- Define and characterise the waste management issues in the catchment that affect flood and stormwater management; and,
- Identify waste management related infrastructure requirements as a part of the proposed masterplan (concept design).

Expected deliverables: Ecological Assessment Report, Inventory of Existing Public Open Spaces, High-Resolution Maps

Activity 3: Hydrological and Geohydrological Study

To identify the flood alleviation options available in the catchment, it is necessary to undertake a flood risk assessment, which will involve a hydrological and geohydrological assessment, and a historical analysis of previous instances of flooding and their underlying causes. The flood risk assessment will also include an initial identification of the flood alleviation options specifically looking for opportunities to optimise hybrid and nature-based solutions.

The Hydrological and Geohydrological Study must accomplish the following:

- Identify and build on existing studies and information related to water quality, flooding and waterway/catchment hydrology and geohydrology, and determine how water moves through the catchment and waterways, including where there is flooding from surface and/or groundwater and pollution;

- Develop a rainfall runoff or hydrological model of the catchment and waterways to understand water flow, flood extent, and water quality incorporating anticipated land-use changes and waterway under RCP 4.5 and RCP 8.5 for 2030 and 2050 time horizons.
- Build on existing information related to groundwater and determine how waterways and groundwater interact, including when there is coincidence of surface water flooding and raised groundwater levels;
- Determine if/where infiltration and recharge from waterway into the aquifer is significant and identify opportunities for green infrastructure and nature-based solutions to enhance this, and identify associated risks; and,
- Identify potential fatal flaws and red flags that need to be considered from a hydrological and geohydrological perspective.

Expected deliverables: Hydrological and Geohydrological Report, Catchment and Flood Inundation Maps, Hydraulic Modeling Outputs, Recommended Technical Design Parameters

Activity 4: Site-specific Climate Change Risk and Vulnerability Analysis

The Site-specific Climate Change Risk and Vulnerability Analysis will identify areas and communities that are most vulnerable to the impacts of increased flooding risk as a result of climate change. This will be used to assist in the identification of potential sites for the location of the proposed hybrid flood alleviation options.

- Using the baseline data developed for the other specialist studies, including but not limited to demographic/vulnerability data from the RUF's socioeconomic and gender mapping, identify and analyse the key locations and communities (i.e., project sites and downstream communities), which are most vulnerable to flooding risks associated with climate change and why. This information should be captured in a spatial format that is compatible with the systems being used by Quezon City; and,
- Indicate clearly how this information can be effectively used to identify and develop the hybrid flood alleviation intervention concepts.

Expected deliverables: Climate Change Risk and Vulnerability Assessment Report, Localized Climate Hazard Maps, Vulnerability and Exposure Matrix

Timeline of Delivery

Activity	**Deliverables**	**Indicative Deadlines**
Activity 1: Project Inception	Inception Report and Detailed Methodology	19 December 2026
	Presentation to PAMB	9 January 2027
	Kick-off Meetings	11 December 2026

Activity 2: Ecological and Land Use Analysis	Ecological Assessment Report	Draft: 26 February 2027 Final: 12 March 2027
	Inventory of Existing Public Open Spaces	12 February 2027
	High-Resolution Maps	5 February 2027
Activity 3: Hydrological and Geohydrological Study	Hydrological and Geohydrological Report	Draft: 29 January 2027 Final: 12 February 2027
	Catchment and Flood Inundation Maps	22 January 2027
	Hydraulic Modeling Outputs	12 February 2027
Activity 4: Site-specific Climate Change Risk and Vulnerability Analysis	Climate Change Risk and Vulnerability Assessment Report	Draft: 12 February 2027 Final: 26 February 2027
	Localized Climate Hazard Maps	29 January 2027
	Vulnerability and Exposure Matrix	29 January 2027

Minutes of meetings must be submitted to C40 three working days after every meeting.

4. Minimum requirements

We are open to receiving proposals from individual organisations and consortia. We are mainly seeking a team of experts with knowledge and expertise that can contribute to the objectives and deliver on the specified scope outlined above.

The composition of the team and team members should be proposed by the consultant. The consultant shall comprise a multidisciplinary team with the following qualifications:

- Demonstrable experience in:
    - Project management and climate governance, adaptation, or sustainability
    - Conducting environmental impact assessments and biodiversity surveys;
    - Evaluating onsite spatial, environmental, and ecological metrics, inspecting and surveying areas
    - GIS and remote sensing, land use modeling, and satellite image analysis;

    - Nature-based data collection, area surveying and/or area inspection; and,
    - The use of ArcGIS, QGIS, or GIS-based or spatial platforms;

- Significant knowledge of:
    - Landscape Architecture, Architecture, Geodetic Engineering, Civil Engineering, Environmental Planning, Ecology, Hydrology, Geology, or other related fields; and,
    - Climate adaptation, particularly on nature-based data and solutions

- Experience working with Quezon City and/or other local government units in the Philippines is desirable, but not required.

- Fluency in English and Tagalog, written and spoken.

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, physical or mental ability, ethnicity perspective to put forward a proposal to work with us. Also, we encourage suppliers that are majority owned and controlled by a minority group 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. Format for responses

Responses must include:

1. Explanation of how you will deliver the project. Please provide examples of your relevant expertise and what you will bring to CFF;
2. Explanation of the team structure;
3. 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;

4. At least one reference letter or recommendation letter from the last three (3) years; and,
5. Confirmation that the service provider will comply with C40's 'Contractual flow down requirements' found in Annexe 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 in English**. The proposal, which should explain your expertise and how you will deliver the project, should be a **maximum of 15 pages, excluding appendices and CVs**.

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

- **Relevant experience and expertise (30%)**
    - Technical expertise and previous experience of the team against the minimum requirements outlined in Section 4 and the types of activities and deliverables outlined in Section 3.
- **Understanding of the assignment and proposed team structure (40%)**
    - Robustness of the methodology and quality of the project proposal; and,
    - A clear composition of team and respective tasks, based on a strong project management structure, as appropriate.
- **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 project team are below:

- **Beatrice Francesca A. Orante,** Regional Engagement Manager, Asia, C40 Cities Finance Facility (borante@c40.org)
- **Rahel Hermann,** City Coordinator, C40 Cities Finance Facility (rahel.hermann@giz.de)
- **Bryn Boyce**, Head of Engagement and Operations, C40 Cities Finance Facility (bboyce@c40.org)

Any questions regarding the C40 Cities Finance Facility (CFF) or this assignment can be sent to borante@c40.org or bboyce@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.

Please submit your proposal by **6:00 PM (Manila time) on 30 October 2026**, using the subject heading "**Technical studies for Quezon City"** to Beatrice Francesca A. Orante (borante@c40.org) or Bryn Boyce (bboyce@c40.org). If you do not receive a confirmation of receipt, you may send a follow-up email to request one.

6. Budget

The total rate for the project is **EUR 100,000**.

All proposals must include proposed costs to complete the tasks described in the project scope, including all VAT and taxes, tools, equipment, transportation, meals, accommodations, logistical and training requirements, materials, etc., as the budget above represents the total amount available. Costs should be stated as one-time or non-recurring costs or monthly recurring costs.

Payments are made within 30 days of C40 approving an invoice and subject to satisfactory delivery of the services as approved by C40. Please note, C40 does not pay contractors more frequently than once per month.

Responses to this RFP must include a detailed breakdown of the proposed costs. All 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.

Translation should not be included in your proposal and budget. CFF will employ technical translators and interpreters to make the resources accessible if translation is needed.

Travel costs should be included in the budget, although are expected to be minimal as travel will be limited to and from the project sites in Quezon City. All travel is to be pre-approved by the C40 point of contract prior to incurring the cost.

7. Timeline of procurement

RfP Timeline	Due Date
Request for Proposals sent out	20 October 2026
Deadline of questions submitted to C40	26 October 2026
C40 responds to questions	28 October 2026
Deadline for receiving offers	30 October 2026
Evaluation of proposals	3 to 6 November 2026
Interviews with prospective consultants, if required	11 to 19 November 2026
Selection decision made	19 November 2026
All potential suppliers notified of outcome	23 November 2026

8. Contracting

C40 may award contracts on the basis of proposals submitted in accordance with the instructions set out in this RFP. C40 intends to enter into the form of contract attached as Annex 2 and entitled Services Contract with the winning bidder. If C40 is unable to execute a contract with the consultant awarded the contract, we reserve the right to award the contract to the second highest bidder.

All contracting and invoicing will be handled through:
C40 Cities Climate Leadership Group, Inc.,
120 Park Ave, Floor 23,
New York, NY 10017
United States of America

All invoices should include the following project code: 16882 - GIZ CFF Phase 4. 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.

9. 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

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. 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 20 November 2026 to the end of March 2027, 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 – Relevant background materials

Documents from Quezon City

1. Drainage Master Plan
2. Enhanced Local Climate Change Action Plan 2021 to 2050
3. 2022 Ecological Profile
4. Comprehensive Development Plan 2026-2031
5. Comprehensive Land Use Plan 2011 - 2025
6. Local Development Investment Program 2027 - 2029

Materials from CFF

- Urban Nature Accelerator: Planned Actions to Deliver Commitments

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.]

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

a. 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.]

b. 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.**]

c. 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.

d. 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;

(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

10.1. 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 confirms they have appropriate safeguarding policies, protocols and practices to ensure the protection of people who may be impacted. If the Supplier does not have their own policies, they agree to comply with C40's Safeguarding Policy to the extent applicable.

11.5. 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

11.6. The Parties agree to abide by all applicable data protection laws.

11.7. 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.

11.8. 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.

11.9. 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.

11.10. 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.

11.11. 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.

11.12. The Supplier agrees to delete or return all personal data to C40 at the end date set out in the Contract Details.

11.13. 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.

Annex 3 – Contractual flowdown requirements

Prime Funder Flowdown Requirements

By virtue of the contract (the "Programme") C40 has signed with its Prime Funder ("Funder") for this work, C40 is required to pass on, and ensure compliance with, the following terms and conditions for this Services Contract.

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 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 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 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 and staff for further details.

12. C40 is obliged by the terms of the grant to provide regular financial and narrative reports to the Funder and will be subject to regular audits by the Funder for C40 use of grant funds.

13. C40 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 shall enable the Funder, or any third parties, authorised by the Funder 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 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.

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 Funder's 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 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

i. The Supplier shall not use the remuneration 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.

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 without delay and of its own volition if the Supplier, 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 without delay and of its own volition of any violation of the provisions of the present section.

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 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 is 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 and the Funder.

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 the Funder in writing; such contact with the Funder to be facilitated by C40.

36. In the event a conflict of interest arises, the Supplier must disclose such an event to C40 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 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, 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. C40 shall obtain the approval of all press releases or public statements regarding the project from the Funder in writing prior to release or disclosure.

41. Any public statements about the project must note that it was financed by the Funder 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.