REQUEST FOR PROPOSAL (RfP)

eThekwini Municipality Port Emissions Inventory Project

C40 Climate Leadership Group
120 Park Avenue, 23rd Floor
New York, NY 10017
United States

22 November 2019
1. C40 Cities Climate Leadership Group

The C40 Cities Climate Leadership Group connects more than 90 of the world’s greatest cities, representing 650+ million people and one quarter of the global economy. Created and led by cities, C40 is focused on tackling climate change and driving urban action that reduces greenhouse gas emissions and climate risks, while increasing the health, wellbeing and economic opportunities of urban citizens.

The current chair of the C40 is Mayor of Paris Anne Hidalgo; three-term Mayor of New York City Michael R. Bloomberg serves as President of the Board. C40 is governed by a Steering Committee made up of C40 member city mayors, elected by their peers to represent the geographic diversity of the network. Currently, the C40 Steering Committee includes the mayors of Accra, Boston, Copenhagen, Dhaka, Dubai, Durban, Hong Kong, London, Los Angeles, Medellin, Milan, Nanjing, Paris, Santiago de Chile, Seoul and Tokyo.

C40’s work is made possible by our three strategic funders: Bloomberg Philanthropies, Children’s Investment Fund Foundation (CIFF), and Realdania.

C40 positions cities as a leading force for climate action around the world. We define and amplify their call to national governments for greater support and autonomy in creating a sustainable future. Working across multiple sectors and initiative areas, C40 convenes networks of cities providing a suite of services in support of their efforts, including direct technical assistance; facilitating of peer-to-peer exchange; and research, knowledge management and communications.

As a climate organisation of the world’s greatest cities, C40 supports its members to move on to a low carbon development pathway, adapt to climate change, curb GHG emissions, and engage in partnerships among themselves and with global organisations, national governments, the private sector and civil society.

2. Summary and Background of the Project

Durban has the largest port in South Africa and the main port for freight moving to and from Gauteng, the country’s economic hub. The freight is currently road-based, which results in huge traffic congestion around the harbour. The economy in the eThekwini Municipality is largely dependent on freight transportation, with road and rail being the major transporters. Specifically, freight transport contributes 60% of the municipality’s economy. Even though road freight is responsible for most haulage, combined, freight and rail are responsible for transporting 80% of the freight in city.

The City’s 2016 GHG inventory1, combined with the GHG emissions scenario modelling, reveals that industrial emissions make up 41% of city-wide emissions and combined with

1 http://www.durban.gov.za/City_Services/energyoffice/Pages/GHG-Inventory.aspx
commercial emissions, accounts for 52% of total emissions. This is followed by the transportation sector, which contributes 39% of GHG emissions. On average, the city emits about 6.8 tCO₂e per capita, which is extremely high for a developing country. There has also been a growing perception that air quality in the city is deteriorating with air pollution complaints increasing in recent years.2

C40 Technical Assistance

C40’s aim is that every city in the C40 network should have developed and begun implementing a climate action plan before the end of 2020, which will deliver action consistent with the objectives of the Paris Agreement – an integrated and inclusive plan that addresses the need to reduce greenhouse gas emissions, adapt to the impacts of climate change, and deliver wider social, environmental and economic benefits.

To help realize this aim, and support cities to prepare robust climate action planning, C40 has established a number of programmes and initiatives, including the C40 Empowering Cities with Data (ECWD) Small Grants Technical Assistance Programme.

The ECWD Programme intends to support cities to develop a solution to a data-related challenge. This data solution will enable cities to take targeted climate action, and then monitor and evaluate the impacts of their climate actions.

Durban began its development of a 1.5°C Climate Action Plan in 2017. The development of the CAP is guided by the C40 Climate Action Planning Framework and builds on the Durban Climate Change Strategy (2015). The Climate Action Planning process has identified a number of data gaps, ranging from data inaccuracies, outdated data, unreliable data sources, poor data quality and unavailability of data.

This project will use ECWD Small Grant funding to develop an activity-based emissions inventory for the port in Durban. The inventory will report GHG emissions, as well as toxic air pollutants. This project will build capacity in the city and set in place the necessary processes to allow the emissions inventory to be updated in future years.

3. Proposal Guidelines

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until 17:00 GMT on 13 December 2019. Any proposals received after this date and time will not be accepted and will be returned to the sender. The proposal is limited to 8 pages (front and back), not including a cover page/letter and attachments.

Submissions should be concise and include:

- A summary of the approach to meet the deliverables outlined below, and a description of expected outputs. Creativity and innovation in how to simply communicate complex projects will be appreciated;

• A detailed work programme outlining how each of the project requirements will be delivered on time and to the expected standard;
• Any additional deliverables, for example to support knowledge sharing with other C40 cities, and / or information relevant to this tender;
• An explanation of how the bidder proposes to work with, and involve, the city and C40 programme manager. This should include key roles and responsibilities, reporting, change requests, escalation of issues, sign-off of work stages, and acceptance criteria;
• A description of any risks and assumptions, along with appropriate management and mitigation strategies;
• A full, detailed, cost breakdown, itemized for each project task. The cost breakdown should clearly show the daily cost for project team members and any fixed costs. Costs must be submitted in USD;
• Details of the organisation and proposed project team – please include relevant experience and expertise, limiting CVs to two pages per person;
• Examples of relevant previous work;
• At least two recent references with phone and email contact details.

Bidders outside Durban are encouraged to find a local partner to minimize travel costs and carbon emissions.

If the organisation submitting a proposal must outsource or contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, proposed costs must be inclusive of all outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organisations being contracted.

Respondents are expected to confirm that they are able to meet C40’s Standard Service Provider Agreement, which is attached in the appendix, or, if not, outline which elements need to be amended. A Standard Service Provider Agreement for individuals is available upon request.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RfP. All contractual terms and conditions will be subject to review by C40 legal department and will include scope, budget, schedule and other necessary items pertaining to the project.

4. Project Purpose and Description

The purpose of this project is to produce an activity-based emissions inventory for the port of Durban. It will report greenhouse gas (GHG) emissions and air pollutants, drawing on port activity data. The production of the emissions inventory will follow evidence-based methodologies aligned with international best-practice. The GHG emissions results will be added to the city-wide emissions inventory.

The emissions inventory will provide an evidence base for the port, city authorities, development partners and investors. A series of tailored recommendations will accompany the emissions inventory, based on opportunities identified throughout the project. The results and recommendations will be used to accelerate climate action through the creation of targeted emission reduction initiatives.
This project will also build data handling capacity in the port authority and city government. This project will demonstrate best-practice data collection and data management, and lessons learned will strengthen the technical capabilities and data awareness amongst port and city staff.

5. Project Scope

The scope of work is anticipated to include the following stages. This is not a restrictive list and responses may propose alternative approaches.

Stage 1: Project Initiation and Scoping

The emissions inventory should follow the guidance set out in the ‘Port Emissions Toolkit’ and the ‘Global Protocol for Community-Scale GHG Emission Inventories’, incorporating recent international best-practice. All significant emissions source categories should be considered. These are expected to include, at least, the following:

- Ocean-going vessels
- Harbour craft
- Cargo handling equipment
- Trains
- Heavy-duty vehicles
- Buildings

The Service Provider should review and summarise relevant regulatory programs by source category (agency, regulation, targeted pollutants, years effective, impact).

The Service Provider will help the Client team identify the likely data and information sources, particularly external stakeholders and third-party datasets. A preliminary data acquisition schedule will be included in the project initiation report.

In discussion with the Client team, the physical boundaries will be defined and the scopes of the GHG emissions shall be agreed. The Service Provider will propose relevant Scope 3 emissions, in keeping with other port GHG emissions inventories.

Stage 2: Emissions Inventory

The Service Provider should propose a clear, replicable, evidence-based methodology for producing the emissions inventory.

The emissions inventory methodology should include appropriate quality assurance procedures. The data analysis should be defined with an explanation of the necessary statistical analysis. It is important for the Service Provider to comment on the uncertainties in the data and in the analysis.

The Service Provider will be responsible for all data collection and will bear the cost of purchasing external datasets. The Client team will make introductions to external stakeholders,

where possible. The Service Provider should clearly define the approach to data protection following relevant legal requirements and best-practice standards.

The methodology and updated data acquisition schedule will be written in an interim emissions inventory report and submitted for Client team agreement.

The emissions inventory is expected to report the following pollutants:

- Particulate matter (PM$_{10}$, PM$_{2.5}$)
- Diesel particulate matter (DPM)
- Nitrogen oxides (NO$_x$)
- Sulphur oxides (SO$_x$)
- Hydrocarbons (HC)
- Carbon monoxide (CO)

Similarly, the following GHGs should be reported (in CO$_{2e}$):

- CO$_2$
- CH$_4$
- N$_2$O

The emissions inventory report will define the units for each data point, along with any multipliers, benchmarks or assumptions. The report will provide an overview of each source category, highlighting key contributing factors. GHG emissions should be reported by gas-type and then aggregated in total.

Bidders can demonstrate added value by developing a spatial representation of the emissions inventory and including GIS-compatible shape files along with the final emissions report deliverable.

Stage 3: Future Scenarios and Emission Reduction Initiatives

In discussion with the Client team, the Service Provider should propose two long term growth scenarios for the port. High-level emissions estimates for 2030 and 2050 should be calculated for both growth scenarios, with a clear description of all assumptions.

For each source category, the Service Provider should describe the main opportunities for emissions reduction. Each opportunity should describe the mitigation potential in 2030 and 2050, the implementing actor, current barriers and global examples.

Stage 4: Capacity Building

The Service Provider will help build capacity among port authority and city government staff, delivering appropriate training on the data collection process, data analysis and interpretation.

Deliverables

The suggested deliverables are outlined below; however, the city and C40 will look for innovation and creativity in the proposals submitted.
<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Detail/Description</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Output 1.1: I encept report</td>
<td>A short report describing the scope of the project, including the regulatory review, preliminary data acquisition schedule and inventory scopes and boundaries.</td>
<td>Month 1</td>
</tr>
<tr>
<td>Output 2.1: Interim emissions inventory report</td>
<td>The interim report will include the methodology and the updated data acquisition schedule.</td>
<td>Month 2</td>
</tr>
<tr>
<td>Output 2.2: Emissions inventory</td>
<td>The completed emissions inventory should be reported by activity category and pollutant type. GHG emissions should be broken down by scope.</td>
<td>Month 4</td>
</tr>
<tr>
<td>Output 2.3: Final emissions inventory report</td>
<td>As per the interim report, updated to report on the emissions inventory results and highlight key contributing factors by activity category.</td>
<td>Month 4</td>
</tr>
<tr>
<td>Output 3.1: Future scenarios report</td>
<td>A short report summarising two long term growth scenarios, with emissions estimates for 2030 and 2050. For each activity category, the report will list key emissions reduction initiatives.</td>
<td>Month 6</td>
</tr>
<tr>
<td>Output 4.1: Capacity building</td>
<td>Training to city staff on data collection, analysis and interpretation based on the project experiences.</td>
<td>Month 6</td>
</tr>
</tbody>
</table>

All documentation should be provided in an editable and portable document format, compatible with computer software used by C40 and the city. Editing, formatting and presentation of electronic files should be of a consistent, professional and publishable standard. All project deliverables, reports and documentation, content and intellectual property will be owned by C40 and the city.

### 6. Available Information

The study should be informed by existing information and data, including but not limited to, the following strategies, papers and tools:

- Durban Climate Change Strategy (DCCS) 2015 and accompanying thematic papers
- eThekwini Municipality GHG inventories
- NAEIS (National Atmospheric Emissions Inventory System) data
- The Freight Strategy
- eThekwini 2nd generation AQMP

Relevant C40 resources include:

- [Deadline 2020](#)
- [Benefits of Climate Action](#)
7. Principle Point of Contact

The successful bidder will be expected to foster close and constructive working relations with the city’s climate change team responsible for both Adaptation and Mitigation strategies, the city’s Air Quality Management team, C40 technical experts, the provincial and national government point of contacts, as well as the ETA and City Fleet section responsible for the city.

The city’s Monitoring, Reporting and Verification Adviser responsible for the city’s GHG inventory update will be the main contact. In-city support will be provided by the C40 City Adviser, as well as the Health Unit’s Meteorologist responsible for air quality management.

8. RfP Timeline

Proposals will be accepted until 17:00 GMT on 13 December 2019. Any proposals received after this date and time will not be accepted and will be returned to the sender.

If additional information or discussions are needed, the bidder(s) will be notified.

The selection decision for the winning bidder will be made no later than 10 January 2020. Notifications to bidders who were not selected will be completed by 17 January 2020.


Proposals will be evaluated against the following criteria (table below):

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Guidance</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approach and methodology</td>
<td>Project methodology (10)</td>
<td>40</td>
</tr>
<tr>
<td></td>
<td>Clear work plan schedules of activities (10)</td>
<td></td>
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<tr>
<td></td>
<td>Project programme showing dependencies, milestones and key deliverables (5)</td>
<td></td>
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<tr>
<td></td>
<td>Budget, including costs for each activity (5)</td>
<td></td>
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<tr>
<td></td>
<td>Project management plan (5)</td>
<td></td>
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<td></td>
<td>Risk management plan (5)</td>
<td></td>
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<tr>
<td>Qualifications</td>
<td>Project leader</td>
<td>20</td>
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<td></td>
<td>Research background, understanding and leadership of similar projects (10)</td>
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<td></td>
<td>Team members</td>
<td></td>
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<td></td>
<td>Experience and expertise (10)</td>
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<tr>
<td>Experience</td>
<td>Prior performance in related data collection projects</td>
<td>20</td>
</tr>
<tr>
<td>Budget</td>
<td>Value for money, level of detail and total cost quoted</td>
<td>20</td>
</tr>
</tbody>
</table>
Contract Details

The total contract amount for this project will be no more than $50,000 USD, including applicable taxes. The contracting entity will be C40 Inc. registered in the United States. It is anticipated that the contract will be for the period January 2020 to June 2020.

10. Proposal Submissions

Each bidder must submit 1 copy of their proposal to the email address below:

Helen Ho
Manager, Empowering Cities with Data, C40 Cities

hho@c40.org
APPENDIX

Service Provider Agreement Template
SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (this “Agreement”), is dated as of [_______] (the “Effective Date”), by and between C40 CITIES CLIMATE LEADERSHIP GROUP, INC., a Delaware non-profit corporation (“C40”), and [_______] having its principal place of business at [_______] (“Service Provider”).

WHEREAS, in furtherance of its charitable and educational mission, C40 desires to engage the services of Service Provider, and Service Provider desires to render such services to C40, in accordance with the terms and conditions set forth below.

NOW THEREFORE, in consideration of the covenants and agreements set forth in this Agreement, and for other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

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

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

3. Fees. Service Provider will invoice C40 for the Services for each of the payments due. Each invoice will be payable to Service Provider within thirty (30) days after its receipt by C40. Invoices will be addressed to C40 Cities Climate Leadership Group, Inc., 120 Park Avenue, Floor 23, New York, NY 10017 USA with attention to C40 Finance and be delivered via electronic mail to: finance@c40.org; provided, that if it is impracticable for Service Provider to deliver invoices via electronic mail, invoices may be mailed by post to the following address: C40 Cities Climate Leadership Group, Inc., 120 Park Avenue, Floor 23, New York, NY 10017 USA with attention to C40 Finance.

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

5. Performance of Services. The Services will be performed by Service Provider or by Personnel under the control of Service Provider using best efforts.

6. Confidentiality. (A) Confidential Information. During the course of performing the Services, each party may have access to confidential or proprietary information (in print, electronic, or other format) that is not otherwise known to the general public and that is owned by or licensed to a party or its affiliates (or third parties to whom a party owes a duty of confidentiality), which is marked confidential or should reasonably have been known to be confidential (“Confidential Information”). Each party agrees to: (i) keep the other party’s Confidential Information strictly confidential; (ii) use the other party’s Confidential Information solely for the purpose of fulfilling its obligations under this Agreement; (iii) disclose the other party’s Confidential Information only to its Personnel who have an absolute need to know such Confidential Information and who are informed of and agree to be bound by the confidentiality
obligations set forth in this Agreement. A party will be liable for any breach of confidentiality obligations by any person or entity to which the party discloses the Confidential Information. Each party will use commercially reasonable efforts to assist the other party in identifying and preventing any unauthorized access to, use or disclosure of its Confidential Information and will immediately notify the other party in writing if it becomes aware of any unauthorized access to, use or disclosure of the other party’s Confidential Information.

(B) Exclusions. Confidential Information does not include information to the extent, as shown by written evidence, that it: (i) is or becomes generally available to the public through no act or failure to act on the part of the receiving party or its Personnel; (ii) was rightfully within the receiving party’s possession, free of any confidentiality obligations, before being furnished by or on behalf of the disclosing party; (iii) becomes available to the receiving party on a non-confidential basis without breach of this Agreement; (iv) is information that the receiving party independently developed without breach of any obligation of confidentiality to the disclosing party; or (v) is released from confidential treatment by the disclosing party’s written consent.

(C) Return of Confidential Information. If requested by the disclosing party upon expiration or termination of this Agreement or at any other time, the receiving party will return or destroy, and provide an officer’s certificate that it has returned or destroyed, all materials and documents (in any format) containing Confidential Information.

(D) Injunctive Relief. Each receiving party agrees and acknowledges that a breach or threatened breach of its confidentiality obligations will cause irreparable injury and that, in addition to any other remedies that may be available at law, in equity or otherwise, the disclosing party will be entitled to seek injunctive relief against the receiving party’s threatened or continued breach of its confidentiality obligations.


(A) Works Made for Hire; Assignment. C40 has specially ordered and commissioned all material that Service Provider creates under this Agreement (the “Work Product”) as “works made for hire” under United States copyright laws. Accordingly, subject to the limitations of Paragraphs (B) and (C) of this Section, C40 is the author of the Work Product for all purposes and will forever and exclusively own all worldwide right, title, and interest in the Work Product, including copyrights and all other proprietary rights. If the Work Product, or any part of the Work Product, is determined not to be a work made for hire, then, as of the Effective Date and without further consideration, Service Provider hereby irrevocably assigns to C40 all of its right, title, and interest in the Work Product, including copyrights and all other proprietary rights together with all extensions of such copyrights, arising under the laws of the United States or of any other country or under any treaty, convention, or proclamation. Service Provider waives, to the extent they can be waived under any applicable law, all rights known as “moral rights” arising in the Work Product under any present or future law. Service Provider agrees to promptly execute and deliver to C40 any instruments of transfer or other documents C40 requests to confirm and enforce C40’s absolute ownership of any and all rights in the Work Product. Service Provider irrevocably appoints C40 as its true and lawful attorney-in-fact to execute and deliver any such instruments or documents if Service Provider fails or refuses to do so.

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

(C) Third-Party Materials. If Service Provider wishes to incorporate any elements owned by third parties (“Third-Party Materials”) into any Work Product, Service Provider will obtain C40’s prior written consent and obtain in writing, on C40’s behalf, a worldwide, irrevocable, fully-paid up, and royalty-free license (with the right to sublicense the right) to reproduce, distribute, create derivative works of, publicly display, and perform the Third-Party Materials as part of the Work Product in any medium now known or later developed. Service Provider will provide C40 with a copy of all licenses to Third-Party Materials.
(D) Residual Knowledge; Other Engagements. The parties acknowledge and agree that this Agreement is not intended to restrict Service Provider from continuing to use any general ideas, concepts, know how, methodologies, processes, or techniques that Service Provider has acquired and developed as part of its expertise in consulting under this Agreement or to prevent Service Provider from pursuing other business engagements, provided that such use and engagements by Service Provider do not involve C40’s intellectual property or Confidential Information or the Work Product created under this Agreement.


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

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

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

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

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

(v) Service Provider will comply with all applicable local, city, state, federal and international laws, rules and regulations including, all environmental, safety and health and labor and employment (including those addressing discrimination, harassment and retaliation) laws, rules and regulations, and will remain in compliance during the Term;

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

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

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

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

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

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

9. Indemnity; Insurance.

(A) Indemnity. Service Provider will indemnify, protect, and hold harmless C40 and its affiliates, and their respective Personnel (collectively, “Indemnitees”) against all liability, damages, judgments, costs,
fines, penalties, interest and expenses (including reasonable legal and professional fees and similar disbursements incurred in any action or proceeding), to which the Indemnitees may be subject or suffer arising from, or in connection with: (i) a breach of this Agreement by Service Provider, (ii) a breach of any of Service Provider's representations, warranties, and covenants, (iii) the negligent or willful misconduct of Service Provider or its Personnel, in the performance of the Services, or (iv) any third-party claim resulting from or related to the Services, to the extent the liability or harm was not caused by C40.

10. **Non-Disparagement and Non-Disclosure.** Service Provider recognizes and agrees that as a result of its engagement by C40, it is assuming a position of confidence and trust and as such will not in any way defame, disparage, libel or slander C40 and/or its respective directors, officers, owner(s), affiliates, associates and related entities, and will not, during the Term or thereafter, contact, respond to any request from, or in any way discuss C40 and/or its respective directors, officers, owner(s), affiliates, associates or related entities with any news provider or other media (print, television or otherwise).

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

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

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

14. **Miscellaneous.**

(A) **Subcontracting.** Service Provider may subcontract or delegate its obligations under this Agreement only with C40’s prior written consent in each instance; if C40 approves any subcontractor, upon C40’s request, Service Provider will promptly provide to C40 all information that C40 reasonably requests concerning the subcontractor. Service Provider is primarily responsible for all acts and omissions of subcontractor and for ensuring subcontractors comply with this Agreement.
(B) **Prior Services: Survival.** If Service Provider has provided any of the Services before the Effective Date, this Agreement would apply except as expressly stated otherwise. Any Sections that contemplate survival of termination or expiration of this Agreement will survive such termination or expiration, including the Sections “Representations, Warranties and Covenants,” “Trademarks,” “Limited Liability” and “Indemnity; Insurance”.

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

If to C40:

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

If to Service Provider:

[insert information]

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

(E) **Waiver.** Any waiver must be in writing and signed by a party. A waiver in one instance will not be considered a continuing waiver or a waiver in another instance, whether similar or different. No failure or delay in exercising any right, power, or privilege will operate as a waiver, nor will any single or partial exercise of right, power, or privileged preclude any other or further exercise.

(F) **Severability.** If any provision of this Agreement is held to be unenforceable, the remaining provisions will continue in full force and effect and the invalid or unenforceable provision will be severed from this Agreement and replaced by a lawful and enforceable provision which, as far as possible, achieves the intent of the parties, provided that any modification or deletion of a provision should not significantly alter the benefits or burdens of either party under this Agreement.

(G) **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

(H) **Assignment.** Service Provider may not assign this Agreement without C40’s prior written consent and any purported assignment in violation of this provision will be null and void. C40 will have the right to assign this Agreement at any time on notice to Service Provider.

(I) **Headings; Including.** The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. The term “including” is illustrative and means “including but not limited to.”

(J) **Cumulative Remedies.** The rights and remedies under this Agreement are cumulative and are not exclusive of any rights and remedies that may be available to any party under applicable law, in equity, or otherwise.
(K) **Governing Law; Governing Language; Venue.** This Agreement is governed by and should be construed in accordance with the laws of New York applicable to agreements entered into and performed in New York. For all purposes, this English language version of this Agreement is the original, governing agreement and understanding of the parties; if any conflict arises between this English language version and any translation into another language, this English language version will govern and control. If the parties have any dispute under this Agreement, they will use good faith efforts to resolve the dispute through discussions of an executive officer from each party for a reasonable period. Any dispute arising under or related to this Agreement will be resolved exclusively in the applicable federal and state courts in the State and County of New York. Each party irrevocably submits to the exclusive jurisdiction of the foregoing courts and waives any objection to the venue of those courts based on an inconvenient forum or other reasons.

(L) **Counterparts; Signatures.** This Agreement may be executed in counterparts, each of which will be considered an original and all of which together will constitute one agreement. Signatures on this Agreement delivered by email, PDF, or facsimile will be considered valid and binding.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the Effective Date.

C40 CITIES CLIMATE LEADERSHIP GROUP INC.

By: 
Name: Kevin Austin
Title: Deputy Executive Director

{service provider name}

By: 
Name: {authorized signer name}
Title: {title of authorized signer}
STATEMENT OF WORK

This Statement of Work is made subject to the Service Provider Agreement dated [effective date] by and between C40 CITIES CLIMATE LEADERSHIP GROUP INC., a Delaware non-profit corporation (“C40”), and [service provider name] (“Service Provider”).

1. Scope of Work

{a detailed explanation of services to be provided}

2. Term

{time frame of service with an end date}

3. Fees

{Service Provider’s pay rate; examples include: X amount per hour, X amount per month, X amount for service provided}

4. Payment Schedule

{how the Service Provider would like to be paid; examples include: quarterly payments, one time payment, monthly payment *note: C40 does not pay more than once per month}

5. C40 Staff Point of Contact:

{name}

{email}

C40 CITIES CLIMATE LEADERSHIP GROUP INC.

By: _______________________________________
Name: Kevin Austin
Title: Deputy Executive Director

{service provider name}

By: _______________________________________
Name: {authorized signer name}
Title: {title of authorized signer}