

REQUEST FOR PROPOSAL (RfP)
Dar es Salaam Air Quality Baseline Study Project

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

03 July 2020

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 Los Angeles Eric Garcetti; 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, Hong Kong, London, L.A., Medellin, Milan, 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.

C40 Cities Climate Leadership Group, Inc. is a U.S. not-for-profit 501(c)(3) registered organisation, working with the world's megacities to tackle climate change. With offices in London and New York, and people working across the globe, C40 has about 220 staff members. Around a half are UK based, around a tenth are US based, the remainder cover roughly another 15 countries. C40 is continuing to expand with plans to register entities in other countries this year. C40 Inc. in the U.S. would remain as the party entering into contracts and handling most financial transactions for all its global affiliates.

2. Summary and Background of the Project

Dar es Salaam

Over the past 5 years, the City of Dar es Salaam has made substantial progress in improving air quality, but still experiences poor air quality days and faces challenges in describing levels of pollution in the city. Measuring air pollution is an important step in understanding risks and designing effective policies to reduce community exposure to improve public health.

Dar es Salaam City Council is committed to achieving a sustainable, equitable and healthy future for residents. Following an air monitoring study and baseline assessment of air quality in the city, Dar es Salaam City Council plans to:

- Establish an air quality monitoring network to enable the development of air quality targets
- Develop a monitoring and evaluation system to evaluate the effectiveness of emissions control strategies
- Develop public health recommendations to support government and non-government actors design appropriate measures to control ambient air pollution

C40 Empowering Cities with Data Programme

In order to develop and implement inclusive climate action plans that deliver on the ambitions of the Paris Agreement, city governments require access to reliable data and information to not only design the most impactful policies to tackle climate change, but to also monitor and evaluate the success of such programmes to enable improvements and optimization in policy.

Recognising that city governments face significant constraints and challenges when it comes to climate data, the Empowering Cities with Data (ECWD) Programme has been designed to help C40 and non-C40 cities overcome these in an accessible way.

Children's Investment Fund Foundation

This project is made possible by generous funding from the Children's Investment Fund Foundation, an independent philanthropic organisation, with offices in Addis Ababa, Beijing, London, Nairobi and New Delhi. It works with a wide range of partners to transform the lives of children in developing countries

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 Friday 17th July, 2020**. Any proposals received after this date and time will not be accepted and will either be returned to the sender or have deducted points in the scoring process.

All proposals should be limited to 8 pages not including a cover page/letter and attachments. All applications must be submitted as both PDF and Microsoft Word formats with margins not less than one inch. Text type must be 11 point or larger.

Proposals should be organised accordingly:

- Executive Summary
- Organisational Profile
- Workplan and timeline
- Management plan and key staff
- Risk management approach

- Budget
- References
- Attachments

Submissions should be concise and contain:

- Detailed work programme outlining how each of the project stages will be delivered on time to meet the deliverables outlined below, and a description of expected staff time and outputs;
- Explanation of how the bidder proposes to work with and involve the city and the C40 programme manager. This should include key roles and responsibilities, reporting, change requests, escalation of issues, sign-off of project stages and acceptance criteria;
- Description of any risks and assumptions, along with appropriate management and mitigation strategies;
- Details on how a risk assessment would be completed and what that would include;
- A breakdown of costs itemised for each project task supplied in Excel format along with the proposal. 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 located in Tanzania or East Africa are preferred; bidders outside the sub-region are encouraged to find a local partner to minimise travel costs and carbon emissions.

Note: Given the challenges posed by the rapidly spreading COVID-19 pandemic, bidders must currently be able to travel to Dar es Salaam.

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.

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 support Dar es Salaam City Council (DCC) by creating an estimate of current baseline air pollution characteristics in the city through a) conducting an air monitoring study and b) reviewing existing monitoring and satellite data.

The baseline data obtained will be used by Dar es Salaam City Council in preparation of Climate Action Plan (CAP), strategic plans, updating Green House Gases Inventory and other development projects within Dar es Salaam.

At completion, the project will create templates and frameworks applicable to other cities interested in conducting similar air pollution baseline study efforts. Lessons learned and documentation developed will be shared with other C40 and non-C40 cities in Africa to strengthen capabilities amongst city staff.

5. Project Scope

The scope of work is anticipated to include the following stages. Responses may propose reasonable alternative approaches provided all deliverables will be met.

Throughout the project, the successful bidder will be expected to foster close and constructive working relations with various teams in Dar es Salaam City Council and provincial and national government staff.

Work Package 1 – Deployment of air quality monitors

The Service Provider will purchase or provide air quality monitoring units to measure at a minimum PM2.5, additionally and optionally NO₂, SO₂ and O₃ concentrations and oversee delivery and customs processes. The project should aim to characterize variation in pollution levels in different locations throughout the city to assess the range in pollution exposures, with the extent of monitoring proposed based on the project budget.

The Service Provider will propose the types of equipment to be used for measurement of air pollution based on the budget and goals described; these could include low to medium cost real-time sensors, monitors, or passive monitors, or some combination of units applicable to baselining ambient pollution levels at locations throughout the city.

To facilitate this, the Service Provider should identify and work with a Clearing and Forwarding Agency in Tanzania to oversee delivery and customs processes.

The Service Provider will provide siting requirements and together with Dar es Salaam Waste and Health Department staff, identify suitable locations within the five municipalities (Ubungo, Kinondoni, Temeke, Ilala and Kigamboni). This should be done using an established methodology or methodologies that characterize community-scale air quality to assess exposures.

Proposals should include plans for co-locating non-reference units alongside reference equipment at sites and use results to calibrate measurements from distributed sensors. It is expected that DCC will:

- Conclude agreements for co-location;
- If relevant, conclude agreements with the site owner for the placement of sensor(s);
- Be responsible for maintenance for the life of the project, including power supply and safety measures to prevent theft/damage.

Proposals should explicitly describe how data from units will be sampled, saved and access/download made available; a mitigation plan in the event of a communication/transmission loss or device malfunction should also be outlined.

The Service Provider will deploy the units and provide in-person training (2-3 days) in their operation and use to staff identified by DCC. As part of this, the Service Provider will produce documentation and templates to support city staff in continuing air quality monitoring work after the service period. As a minimum, this should cover:

- Data quality: A quality assurance plan based on the existing monitoring approach should be provided. This should explain apparatus calibration and the processes for managing samples and ensuring data quality. If applicable, the quality assurance plan should define the minimum requirements for any third parties, including laboratory accreditation, as well as roles and responsibilities in the project team.
- Data processing: If continuous methods are proposed, transparent and relevant data processing, storage, and transfer protocols should be described. At a minimum, the methodology should be able to provide quarterly and annual means (weighting when necessary to take into account possible differences in the duration of the exposure period), but higher temporal resolution is encouraged. The Service Provider will define a clear set of data management processes to explain how data will be transferred reliably and securely from point of collection, through analysis and then reported to DCC. Data storage, transfer, interpretation and presentation should be described, and if real-time data is generated, the Service Provider should detail how this data will be displayed, interpreted, and made available to DCC and its partners.

It is expected that the initial period of monitoring will collect at least four to six months' worth of data. Applicants should describe number of locations and sampling period expected, based on the proposed budget.

Work Package 2 – Review of new and existing data

Following the completion of Work Package 1, the Service Provider will review the results of the monitoring study, analyse existing monitoring and satellite data to create estimates of current baseline concentrations of common pollutants in Dar es Salaam, at a spatial resolution applicable to the monitoring study and existing data.

It is expected that this will be delivered in the form of a report giving a summary of the approach and results, visualisation and discussion on limitations and caveats (such as assumptions and data quality) and relevant data files.

Work Package 3 – Project close-out and Evaluation

The Service Provider will provide a final report for C40, DCC and the program funder, that should include but is not limited to:

- Summary of work completed
- Assessment of success of project
- Any risks, challenges, barriers, or unresolved problems that were identified
- Recommendations for improvement
- Recommendations of next steps, for example to support establishment of an air quality monitoring network and development of an air quality management plan

The Service Provider will also provide documentation (templates and frameworks) based on work conducted in this project, for use by other cities interested in conducting similar air pollution baseline study efforts.

6. RfP and Project Timeline

RfP Timeline:

Activity	Date
Request for Proposals sent out	3 rd July 2020
Written responses submitted to C40	17 th July 2020
Evaluation of written response	20 th – 29 th July 2020
Presentation on submission	3 rd – 5 th August 2020
Selection decision made	7 th August 2020
All bidders notified of outcome	10 th August 2020

Project Timeline:

WP	Deliverable	Description	Timeframe
1	1	Delivery of air quality measurement equipment	30 th September 2020
	2	Siting report	30 th September 2020
	3	Training documentation and monitoring templates	31 st October 2020
2	5	Baseline study proposed methodology	28 th Feb 2021
	6	Baseline study final report	31 st March 2021
3	7	Baseline study templates and frameworks	30 th April 2021
	8	Final project report	30 th April 2021

Note: Due to the nature of the deliverables and urgency of work, we do not intend on moving engagements online nor changing timelines significantly.

7. Project Budget

All proposals must include proposed itemised costs to complete the tasks described in the project scope. Costs must be submitted in USD. The total contract amount for this project will be no more than \$41,000 USD, including applicable taxes. The contracting entity will be C40 Inc. registered in the United States.

8. Proposal Evaluation Criteria

C40 and Dar es Salaam City Council will evaluate all proposals according to the following scoring criteria:

Workplan: ability to meet the scope and needs included in this document	40%
Management plan and key staff	20%
Expertise and references	20%
Budget (value and cost)	20%

Each bidder must submit 1 copy of their proposal to the email address below by 17:00 GMT on Friday 17th July, 2020:

Giovanni Tedesco
City Data Officer, C40 Cities
gtesesco@c40.org

APPENDIX

Service Provider Agreement Template

SERVICE PROVIDER AGREEMENT

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

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

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

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

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

3. **Fees.** Service Provider will invoice C40 for the Services for each of the payments due. Each invoice will be payable to Service Provider within thirty (30) days after its receipt by C40. Invoices will be addressed to C40 Cities Climate Leadership Group, Inc., 120 Park Avenue, Floor 23, New York, NY 10017 USA with attention to C40 Finance and be delivered via electronic mail to: finance@c40.org; provided, that if it is impracticable for Service Provider to deliver invoices via electronic mail, invoices may be mailed by post to the following address: C40 Cities Climate Leadership Group, Inc., 120 Park Avenue, Floor 23, New York, NY 10017 USA with attention to C40 Finance. [C40 will reimburse reasonable and necessary pre-approved out-of-pocket expenses incurred by the Service Provider in performing the Services. Service Provider will provide documentation supporting any expenses with the applicable invoice].¹

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. [Service Provider or its Personnel may be subject to background searches as may be required by C40].²

6. **Confidentiality.**

¹Include if C40 will reimburse expenses.

²Include if applicable (e.g., if SP will be working out of C40/Bloomberg office).

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

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

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

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

7. Work Product.

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

(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 know or later developed. Service Provider will provide C40 with a copy of all licenses to Third-Party Materials.

(D) Residual Knowledge; Other Engagements. The parties acknowledge and agree that this Agreement is not intended to restrict Service Provider from continuing to use any general ideas, concepts, know how, methodologies, processes, or techniques that Service Provider has acquired and developed as part of its expertise in consulting under this Agreement or to prevent Service Provider from pursuing other business engagements, provided that such use and engagements by Service Provider do not involve C40’s intellectual property or Confidential Information or the Work Product created under this Agreement.

8. [Trademarks. C40 hereby grants Service Provider permission to display C40’s trademarks, C40, C40 CITIES, the C40 logo, (“C40 Trademarks”) for the purposes of the Services. Service Provider may use the C40 Trademarks for other purposes only with C40’s prior written consent. For the avoidance of doubt, Service Provider will not refer to C40 in any Service Provider marketing, advertising, press releases or public statements without C40’s prior written consent. If any use of the C40 Trademarks by Service Provider is unacceptable to C40, C40 has the right to require modification by Service Provider and may at any time and upon notice, require Service Provider cease use of any C40 Trademarks.]³

9. Representations, Warranties and Covenants.

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

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

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

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

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

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

³Include if C40 needs to give SP trademark license to perform Services.

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

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

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

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

10. Indemnity; Insurance.

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

(B) Service Provider covenants to maintain a workers' compensation insurance policy (with employer's liability coverage), umbrella liability policy, professional liability policy, automobile liability policy, if applicable, and commercial general liability policy with coverage limits that would be maintained by a prudent party in Service Provider's industry performing work similar to the Services. [Service Provider will cause C40 (with the following address: 120 Park Avenue, Floor 23, New York, NY 10017 USA and Attn: C40 Legal) (and any other party that C40 may reasonably request) to be named as an additional insured under the commercial general liability policy and, upon C40's request, will provide C40 with certificates evidencing such policies. Each such policy will have a waiver of any right of subrogation against C40, and will obligate the insurer to provide and pay the costs of defense of the additional insureds on a primary basis without regard to any other potentially applicable insurance available to the additional insureds.]⁴

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

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

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

⁵ Only include if service provider is an academic or scientific institution.

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

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

15. Miscellaneous.

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

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

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

If to C40:
C40 Cities Climate Leadership Group, Inc.
120 Park Avenue, Floor 23
New York, NY 10017
USA
Attention: C40 Legal
Email: legal@C40.org
If to Service Provider:
[insert information]

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

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

(F) Severability. If any provision of this Agreement is held to be unenforceable, the remaining provisions will continue in full force and effect and the invalid or unenforceable provision will be severed

from this Agreement and replaced by a lawful and enforceable provision which, as far as possible, achieves the intent of the parties, provided that any modification or deletion of a provision should not significantly alter the benefits or burdens of either party under this Agreement.

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

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

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

(J) Cumulative Remedies. The rights and remedies under this Agreement are cumulative and are not exclusive of any rights and remedies that may be available to any party under applicable law, in equity, or otherwise.

(K) Governing Law; Governing Language; Venue. This Agreement is governed by and should be construed in accordance with the laws of New York applicable to agreements entered into and performed in New York. For all purposes, this English language version of this Agreement is the original, governing agreement and understanding of the parties; if any conflict arises between this English language version and any translation into another language, this English language version will govern and control. If the parties have any dispute under this Agreement, they will use good faith efforts to resolve the dispute through discussions of an executive officer from each party for a reasonable period. Any dispute arising under or related to this Agreement will be resolved exclusively in the applicable federal and state courts in the State and County of New York. Each party irrevocably submits to the exclusive jurisdiction of the foregoing courts and waives any objection to the venue of those courts based on an inconvenient forum or other reasons.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the Effective Date.

C40 CITIES CLIMATE LEADERSHIP GROUP INC.

By: _____
Name: Juliette Carter
Title: Director of Corporate Services

{service provider name}
By: _____
Name: {authorized signer name}
Title: {title of authorized signer}

STATEMENT OF WORK

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

1. Scope of Work

{a detailed explanation of services to be provided}

2. Term

{time frame of service with an end date}

3. Fees

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

4. Payment Schedule

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

5. C40 Staff Point of Contact:

{name}

{email}

C40 CITIES CLIMATE LEADERSHIP GROUP INC.

By: _____

Name: Juliette Carter

Title: Director of Corporate Services

Date:

{service provider name}

By: _____

Name: {authorized signer name}

Title: {title of authorized signer}

Date: