

**REQUEST FOR PROPOSALS (RfP)**

**Development of Green Jobs Indicators for the City of Buenos Aires**

**C40 Climate Leadership Group, Inc.  
120 Park Avenue, 23rd floor  
New York, NY 10017  
United States of America**

**25th October 2021**

## 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

### **C40 Empowering Cities with Data Programme**

To develop and implement inclusive climate action plans that meet the ambitions of the Paris Agreement, city governments require access to reliable data and information to not only design the most impactful policies to address climate change but also to monitor and evaluate the success of such programmes and allow improvements and optimization of climate policies.

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

This project is made possible by generous funding from the Children's Investment Fund Foundation, an independent philanthropic organization, 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.

### **Buenos Aires**

In the context of recovery from the crisis caused by COVID-19, green jobs are a great opportunity to frame reconstruction from the triple dimension of sustainable development - social, economic and environmental. According to the United Nations Environment Program (UNEP), *green jobs are direct jobs created in different sectors of the economy and related activities, which help reduce the environmental impact of companies and economic sectors until reaching, in short, sustainable levels* (2018). In this sense, and following the long tradition of the design of public policies based on evidence and the opening of information of the Autonomous City of Buenos Aires (CABA), the following project proposes to generate a system of indicators to measure the baseline, impact, goals, level of scope and benefits of green jobs in Buenos Aires.

## **3. Project Description and Objectives**

The following Project consists of:

1. Generating a set of green jobs indicators, and calculation methodologies, to estimate the current number of green jobs in the CABA and allow monitoring over time.
2. Generate a data set of the current number of green jobs, according to the UNEP definition of green jobs, and based on the jobs datasets already available.

Once completed, and through a parallel project, these set of indicators and datasets on green jobs will be integrated and published within the '[BA Cambio Climático](#)' online platform for consultation and reuse by the different strategic actors of the City.

The construction of the indicators would require a study that takes into account economic, environmental and social aspects, where the available information will be analysed and the pertinent indicators will be constructed.

The main objectives of the system of indicators are the mapping and visibility of the sectors with the greatest potential for the incorporation of green Jobs, and contributing to the generation of reliable and accurate data from the Registry of Green Employment of the Government of the City of Buenos Aires. On the other hand, the project seeks to contribute to the fulfillment of the goals of the Climate Action Plan 2050 and the transition towards more responsible forms of consumption and production that increase the efficiency of the consumption of energy and raw materials, limit greenhouse gas emissions, minimise the generation of waste and pollution, and contribute to adaptation to climate change. In addition, it contributes to the fulfillment of the goals and objectives under the Social Inclusion axis of the PAC 2050 and articulates the coordinated and co-created work between different government areas with strategic actors.

The details of the work program (within the scope of this RfP) will be reviewed and agreed with the Government of the City of Buenos Aires (GCBA) and C40 at the beginning of the project (during an initial meeting). At that stage, the supplier must ensure that they ask all relevant questions and obtain the necessary information to plan their capacity and deadlines to deliver the work in a timely manner.

### 4. Project Scope

The scope of work is expected to include the following stages:

Number	Work Package	Deliverables
1	<b>Inception</b>	<ul style="list-style-type: none"> <li>Project Plan, delivery schedule, Gantt (En / Es).</li> </ul>
2	<b>Stakeholder engagement / working tables</b>	<ul style="list-style-type: none"> <li>Four (4) diagnostic meetings with areas that work on the subject to survey the current situation and needs related to the indicators.</li> <li>Meeting with interested areas within the City Government.</li> <li>Summary of the processes and results of stakeholder participation (En / Es).</li> </ul>
3	<b>Development of indicators</b>	<ul style="list-style-type: none"> <li>Detailed summary of the green jobs indicators developed (En / Es).</li> <li>Detailed calculation methodologies (En / Es).</li> <li>Dataset / report with estimate of the current number of green jobs in CABA.</li> </ul>
4	<b>Training / capacity building</b>	<ul style="list-style-type: none"> <li>Work meetings to develop the necessary methodological capacities within the government.</li> <li>Training material (delivery of Methodological Manual).</li> </ul>
5	<b>Project close-out and evaluation</b>	<ul style="list-style-type: none"> <li>Final project report that must contain at least the following (En / Es):               <ul style="list-style-type: none"> <li>Summary of the work carried out</li> <li>Lessons learnt</li> </ul> </li> <li>Webinar for other C40 cities.</li> </ul>

*Note: All documents must be provided in Spanish. In addition, the documents listed with “En / Es” must be provided in both Spanish and English.*

Details of the project deliverables:

#### **Development of Green Jobs Indicators and Estimation of the Current Number of Green Jobs in Buenos Aires**

Currently there is no official number for the amount of green jobs in the CABA. Although there is a history of a Green Jobs Registry, it did not have continuity and does not have the relevant updates for decision-making. The current data (2019) on which public policy planning is based were obtained by transposing a study carried out by CEPAL at the country level and using data from 2015.

Having identified the absence of information on green jobs at the local level, it is proposed to develop specific indicators that allow obtaining reliable and accurate data that contribute to building the local economic case for climate action, and adapting productive policies to this objective.

To build the set of indicators, 4 working tables will be generated between the Government of the City of Buenos Aires (GCBA) and interested parties. These tables will consist of at least 1 synchronous work meeting - which may have a virtual or face-to-face modality according to the epidemiological situation of the moment and the availability of the participants - and asynchronous exchanges by agreed digital means. The working tables will include the following stakeholders (whose engagement will be facilitated by GCBA and C40):

1. Cities and Local Governments with experience in the development of similar indicators (facilitated by C40)
2. International Organizations and the scientific - academic sector
3. Private sector
4. Specialised civil society organizations (CSOs)

In addition, within the City Government, a meeting will be convened with the areas that work on issues related to green employment for the situational diagnosis, identification of information gaps, and survey of needs around the measurement of indicators. Among the areas to contact are: the Undersecretariat of Economic Development, within which are the General Directorate of Productive Strategy and the General Directorate of Entrepreneurs, the General Directorate of Popular and Social Economy, the Undersecretariat of Labor, Industry and Commerce, APRA (Environmental Protection Agency), the General Directorate of Statistics and Censuses, the Ministry of Public Space and Urban Hygiene, and the Undersecretary of Open Government and Accountability.

Based on the findings of the working groups and the [methodology developed by the International Labor Organization \(ILO\)](#), the set of indicators that responds to the needs and interest of CABA's strategic actors will be built. This model consists of a mixed method that uses different techniques for collecting statistical and qualitative information, and the analysis of quantitative data from different sources.

Thus, the ILO proposes a process to be developed in three stages:

1. Analyse the links between the productive, environmental and labor dimensions throughout the economy, through an exhaustive analysis of the bibliography and environmental and labor regulations, and interviews with key informants.
2. Estimate the sectors, subsectors and groups of companies that exercise good environmental practices and analyse working conditions.
3. Validate the results obtained in workshops and in meetings with sectorial referents, taking into account the tripartite logic of the ILO in tasks to analyse green employment.

The set of indicators and the dataset to be published will be useful for the academic, private and civil society sectors as well as for residents interested in the subject, with the possible objectives of generating their own research, as a

starting point, when venturing into a new project related to production, as well as for reuse of published data. And it will serve as a baseline for the calculation of potential impacts of more sustainable public policies with the environment.

The green jobs data set to be compiled will be based on a variety of databases / sources such as: OEDE-MTESS (registered private sector employment, labor dynamics, characteristics of productive units); EPH-INDEC and MTESS (Socio-economic rates and indicators); ENAPROSS-MTESS, World Bank and ILO (for informality); estimation of green employment, decent work in sustainable sectors and sectors (ILO, Cepal), characteristics of informal workers (IFE- Directorate of Social Security Studies - ANSES). Likewise, it will be investigated what are the specific administrative records, programs or policy tools that are applied in CABA that can facilitate the identification of green employment segments. For example, the Green Schools program; or the specific policies developed for Urban Waste Pickers. Advances in circular economy issues, electronic electrical waste treatment are other possible sources to identify green jobs.

C40 has developed [this booklet](#) which aims to provide practical knowledge of 6 municipal government methodologies to measure the number of green jobs in their cities, and could be used as an additional guide to inform the delivery of this project.

## **Transfer, Training and Calculation Methodologies**

One of the main objectives of the project is to install within the Government of the City of Buenos Aires the necessary methodological capacities so that the gathering of information can be sustained over time and, thus, allow its periodic updating. That is why a knowledge transfer of the calculation and training methodologies will be carried out to the intervening areas of the Government of the City of Buenos Aires so that they can continue with this work.

These methodologies must include at least a detailed calculation process, formulas, data source and required information, justification, etc. The methodology used to measure green jobs in the City of Buenos Aires will be based on the manual *Assessing green jobs potential in developing countries: a practitioner's guide* (Jarvis et. Al 2011), which applies a mixed method approach, incorporating techniques that include the collection of statistical information and qualitative information, as well as the analysis of quantitative data from different sources.

At the business level, green jobs can produce goods or provide services that benefit the environment, such as water sanitation or reforestation. Also, without necessarily producing environmental goods or services, they can contribute to more environmentally friendly production processes, for example, by reducing water consumption or improving the recycling system. These environmental jobs are those that reduce the environmental impact of companies and economic sectors until reaching, ultimately, sustainable levels (UNEP, ILO, IOE, ITUC. 2008).

To identify those activities that produce environmental goods and services, we start from the criteria defined by international experience (OECD and Eurostat, 1999; OECD 2004; Eurostat, 2009; UNEP, 2008; SEEA, 2009), such as, for example, waste management activities and the production of renewable energy. In order to identify companies with good environmental practices, which occur across the entire economy, criteria such as environmental certifications and participation in good practice programs or policies will be considered.

In addition, the methodologies to identify and develop the indicators and work approach will be disseminated in a presentation to other C40 cities and organizations interested in replicating the indicator system. At the same time, good

practices and results of participatory processes will be documented for the elaboration of a case study in terms of collaborative design and development.

For these reasons, the use of an internationally established and accessible methodological model - such as that of the ILO - is proposed in the construction stage, in combination with the knowledge generated during the collective intelligence of the working tables, which provide a promise of value from the experience of local governments in coordination with strategic actors.

## 5. Request for Proposal and Project Timelines

### Request for Proposal Timeline

Activity	Date
Request for proposal sent	25 October 2021
Applications sent to C40	8 November 2021
Evaluation of applications	9 – 12 November 2021
Presentation of proposals	23 – 25 November 2021
Selection decision made	26 November 2021
Applicants notified of the result	29 November 2021

The following estimated days are for reference and the proponent may suggest a different schedule. The project must be executed between December 2021 and August 2022.

### Project Timeline

WP	Description	Timeline	Date / Estimated deadline
1	Inception	15 days	20/12/2021
2	Stakeholder engagement / working tables	2 months	21/03/2022
3	Development of indicators	4 months	18/07/2022
4	Training / capacity building	1 month and 15 days	05/09/2022
5	Project close-out and evaluation	15 days	26/08/2022

*Note: Applicants must be sure that they will be able to deliver their work despite the current restrictions due to COVID-19.*

## 6. Project Budget

The total contract amount for this project will not exceed **USD 19,400**, including applicable taxes. C40 will make payments to the supplier in USD. Any loss due to the variation of exchange rates between the local currency and USD must be covered within the proposed budget. The contracting entity will be C40 Inc. registered in the United States. The payment will be made against delivery of each of the 5 work packages, as each work package is linked to a payment. Payment will only be made to the extent that all deliverables corresponding to each working document have been met.

## 7. Proposal Guidelines

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until **23:59:00 (BST) on November 8, 2021**. Proposals received after this date and time will be returned to the sender or points deducted in the qualification process (2% per day will be deducted from the overall score).

**All proposals must be in Spanish and English** and limited to 8 pages for each language, not including cover letter and attachments. All applications must be submitted in PDF and Microsoft Word format.

Proposals must be concise and contain:

- Executive summary
- Work schedule that describes how each of the project stages will be delivered on time to meet the deliverables described above, and a description of the expected results;
- A breakdown of costs, detailed for each project task. Costs must be presented in USD;
- Project management methodology and explanation of how the bidder proposes to work and involve the city and the C40 program manager. This should include key roles and responsibilities, reports, change requests, escalation of problems, closure of project stages, and acceptance criteria;
- Consideration of support to the city during the first months from the delivery of the project;
- Description of any risks and assumptions, along with appropriate management and mitigation strategies, including all risks related to the COVID-19 pandemic;
- Organizational profile and team details, limiting CVs to two pages per person
- Examples of relevant previous work;
- At least two recent references with phone and email contact details.

**Applicants must speak the Spanish language. Applicants based in Argentina and the Latin America region are encouraged; although applicants from outside the region are welcome.**

If the organization submitting a proposal must outsource or contract any work to meet the requirements contained in this document, this must be clearly stated in the proposal. Also, all costs included in proposals must be comprehensive to include any outsourced work. Any proposal that requires outsourcing or contracting must include a name and description of the contracted organizations.

Applicants are expected to confirm that they can comply with the C40 Standard Service Provider Agreement, attached in the appendix, or, if not, describe what elements need to be changed. The terms and conditions of the contract will be negotiated after the selection of the winning bidder for this RfP.

## 8. Criteria for Evaluating Proposals

All proposals will be evaluated based on the following criteria:

Workplan	40%
Management plan and key personnel	20%

Experience and references	20%
Budget (value and cost)	20%

Each bidder must send 1 copy of their proposal, following the guidelines in Section 7, to the email addresses below before **23:59:00 (BST) on November 8, 2021**.

Giovanni Tedesco  
City Data Manager  
[gtesesco@c40.org](mailto:gtesesco@c40.org)

Nthabiseng Moela  
Analytics & Visuals Intern  
[nmoela@c40.org](mailto:nmoela@c40.org)

## 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:

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.

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.

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](mailto: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].<sup>1</sup>

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.

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]<sup>2</sup>.

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<sup>1</sup>Include if C40 will reimburse expenses.

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

## Confidentiality.

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.

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.

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.

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.

## Work Product.

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.

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.

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.

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.]<sup>3</sup>

#### Representations, Warranties and Covenants.

Service Provider represents, warrants and covenants that:

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;

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;

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

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;

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;

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

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<sup>3</sup>Include if C40 needs to give SP trademark license to perform Services.

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

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;

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

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

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.

#### Indemnity; Insurance.

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.

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.]<sup>4</sup>

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.]<sup>5</sup>

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

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<sup>4</sup> To be included only in the case of outsourcing services.

<sup>5</sup> Only include if service provider is an academic or scientific institution.

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.

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.

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.

Miscellaneous.

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.

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".

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]

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.

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.

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.

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

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.

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."

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.

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.

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}