

REQUEST FOR PROPOSALS (RfP)

**Development of a Digital Interface for the Visualization and Communication of
Green Jobs Indicators in the ‘Buenos Aires Cambio Climático’ Platform**

**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 UNDP, *green jobs are direct jobs created in different sectors of the economy and related activities, which reduce the environmental impact of companies and economic sectors until reaching, ultimately, 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 City of Buenos Aires, the following project proposes to integrate in the [BA Cambio Climático](#) online platform a system of indicators, developed through a parallel project, to measure the situation (baseline), impact, goals, level of scope, opportunities and benefits of green jobs in Buenos Aires, as well as building city capacity on all the functionalities developed so that it can be a periodic update system by the City.

3. Project Description and Objectives

The following project consists of the integration of green jobs indicators, developed through a parallel project, in a section dedicated to displaying these indicators in the already existing online platform [BA Cambio Climático](#) for consultation by the different strategic actors of the City. The main objective is the development of digital and audiovisual pieces, such as interactive visualizations, infographics, videos, gifs, graphics, tables, among others, that allow communicating the impact and opportunities generated by green jobs in the City, which allow them to be integrated to the web using an HTML code. The outputs of the system will have to result in reports (through data filtering) and must be able to be exported in different formats, such as .pdf, .csv, .jpg, .xlsx, .png. Likewise, it must allow the downloading of audiovisual materials. It must accompany audiovisual material for peripheral communication for both social and institutional networks, newsletters or mailings.

Periodic work meetings will be needed with the team of the Government of the City of Buenos Aires (GCBA) for the development of the content structure and the content itself, of accessible and clear information according to a scrollytelling model, and copies for social networks and integral structure that accompany the visual pieces.

The details of the work program (within the scope of this RfP) will be reviewed and agreed with 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	Inception / Elaboration	<ul style="list-style-type: none"> Project Plan, delivery schedule, Gantt (En / Es) User case specifications
2	Development	<ul style="list-style-type: none"> Development of the green jobs section within the BA Cambio Climático platform.

		<ul style="list-style-type: none"> Integration of green jobs indicators and development of digital and audiovisual pieces.
3	Transfer and capacity building	<ul style="list-style-type: none"> User manual. Capacity building and training for a team of ten (10) people who will continue to maintain the website (for example through seminars).
4	Project clos-out and evaluation	<ul style="list-style-type: none"> Final project report that must contain at least the following (En / Es): <ul style="list-style-type: none"> Summary of the work carried out Lessons learnt
5	Maintenance	<ul style="list-style-type: none"> Platform maintenance (3 months) - if necessary.

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

The information concerning the Green Jobs indicators to be inserted into a section of the [BA Cambio Climático](#) platform should be viewed through a series of graphs and interactive tables that are visually attractive and easy to understand for the residents of the City. The section must be dynamic, so it must contain videos, infographics, gifs. As an example, the user may need to apply a filter that allows him to view the data according to different categories.

Additionally, the section will have to allow periodically importing information from files in Excel and Shapefile formats, as well as exporting this data according to the filter applied.

The project proposes to generate strategic actions for the development of visualization of the indicators for the BA Cambio Climático platform, such as: the construction of audiovisual and digital material, which follows the guidelines and opening protocols of the Government of the City of Buenos Aires, and publicly accessible interactive visualizations embedded in the platform.

A work methodology is proposed in which, primarily work meetings are generated to define the strategy and materials to be produced. In parallel to the production of the same, a follow-up will be carried out to adapt the contents to the specific requirements, if necessary, to adequately address the subject.

Within the audiovisual product package, the counterpart is expected to carry out the following actions:

- Development of communication, audiovisual and infographic pieces. Editable versions of all materials should be included.
- Development of an interactive visualization, control panel, that comply with the requirements of the Government of the City of Buenos Aires, for its correct insertion on the page. This will be done with a visualization tool like Tableau or similar.
- Drafting of the copy that will accompany all the graphic material.
- Preparation of a resource bank that allows the correct updating and modification of non-static parts by the Government of the City of Buenos Aires.
- Preparation of gifs and videos, both with animation and audiovisual content as well as general filming.

- It is expected that everything will be validated and agreed between the supplier and the relevant area of the Government of the City of Buenos Aires. As well as the quantities of each product will be agreed according to the communication strategy.
- All material must be properly documented.

Transfer and Capacity Building

Capacity building of CABA officials will be a critical component to allow the continuity and ownership of the project by the city to execute and maintain the digital interface after completion.

The service provider will provide virtual or face-to-face training, as the epidemiological situation allows, to the identified CABA Government personnel, specified in section 4, work package 3. At a minimum, this should cover the production of manuals to support the city staff in deep understanding of all digital products developed.

5. Request for Proposal and Project Timelines

Request for Proposal Timeline

Activity	Date
Request for proposal sent	25 October 2021
Applications sent to C40	12 November 2021
Evaluation of applications	22 – 24 November 2021
Presentation of proposals	25 – 29 November 2021
Selection decision made	30 November 2021
Applicants notified of the result	2 December 2021

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

Project Timeline

WP	Description	Timeline	Date / Estimated deadline
1	Inception / Elaboration	20 days	25/03/2022
2	Development	3 months	24/06/2022
3	Transfer and capacity building	15 days	15/07/2022
4	Project close-out and evaluation	15 days	05/08/2022
5	Maintenance (if necessary)	3 months	04/11/2022

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 14,523**, 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, attentive that 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 12, 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) and maintenance costs	20%
Compliance with ASI*	100%

* [Technological Standards established by the Information Systems Agency \(ASI\)](#) for the computer systems of the GCBA.

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 12, 2021**.

Giovanni Tedesco
City Data Manager
gtesco@c40.org

Nthabiseng Moela
Analytics & Visuals Intern
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; *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

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]².

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

¹Include if C40 will reimburse expenses.

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

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.]³

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;

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.

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

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.]⁴

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

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.

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

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

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

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}