

SOLICITUD DE PROPUESTA (RfP)

Desarrollo de una Interfaz Digital para la Visualización y Comunicación de Indicadores de Empleo Verde en la Plataforma ‘Buenos Aires Cambio Climático’

**C40 Climate Leadership Group, Inc.
120 Park Avenue, Piso 23
New York, NY 10017
Estados Unidos**

25 de Octubre de 2021

1. Grupo de liderazgo climático de ciudades C40

El grupo de liderazgo climático de ciudades C40¹ conecta a casi 100 alcaldes de las ciudades más grandes del mundo que lideran la ejecución de la acción urgente y más ambiciosa necesaria en este momento para ayudar a limitar el calentamiento global a 1,5 ° C y construir comunidades saludables, equitativas y resilientes. La misión de C40 es reducir a la mitad las emisiones colectivas de carbono de nuestras ciudades miembro en una década, mientras se mejora la resiliencia y la equidad y se crean las condiciones para que todos, en todas partes, prosperen. La crisis climática, agravada por la pandemia de COVID-19, requiere una respuesta global sin precedentes.

El presidente actual del C40 es el alcalde de Los Ángeles Eric Garcetti; el alcalde de tres períodos consecutivos de la ciudad de Nueva York, Michael R. Bloomberg, es el presidente de la Junta. El trabajo de C40 es posible gracias a nuestros tres financiadores estratégicos: Bloomberg Philanthropies, Children 's Investment Fund Foundation (CIFF) y Realdania.

2. Resumen y antecedentes del proyecto

El Programa C40 Empowering Cities with Data

Para desarrollar e implementar planes de acción climáticos inclusivos que cumplan con las ambiciones del Acuerdo de París, los gobiernos de las ciudades requieren acceso a datos e información confiable para no sólo diseñar las políticas más impactantes para abordar el cambio climático, sino también para monitorear y evaluar el éxito de dichos programas para permitir mejoras y optimización en la política.

Reconociendo que los gobiernos de las ciudades enfrentan limitaciones y desafíos significativos cuando se trata de datos climáticos, el Programa Empowering Cities with Data (ECWD), posible gracias a la generosa financiación de Children's Investment Fund Foundation, ha sido diseñado para ayudar a las ciudades C40 a superarlos de manera accesible.

El proyecto de Buenos Aires

En el contexto de recuperación de la crisis ocasionada por el COVID-19, los empleos verdes constituyen una gran oportunidad para enmarcar la reconstrucción desde la triple dimensión de desarrollo sostenible -social, económica y ambiental. Según el PNUD, el empleo verde es aquel empleo directo creado en diferentes sectores de la economía y actividades relacionadas, que contribuyen a reducir el impacto ambiental de las empresas y de los sectores económicos hasta alcanzar, en definitiva, niveles sostenibles (2018). En este sentido, y siguiendo la larga tradición del diseño de políticas públicas basadas en la evidencia y la apertura de información de la Ciudad de Buenos Aires, el siguiente proyecto propone integrar en la plataforma online [BA Cambio Climático](#) un sistema de indicadores, desarrollados a través de un proyecto paralelo, para medir el estado de situación (línea de base), impacto, metas, nivel de alcance, oportunidades y beneficios del empleo verde en Buenos Aires. Así como dejar la capacidad instalada para que pueda ser un sistema de actualización periódica por parte de la Ciudad.

3. Objetivos del Proyecto y Descripción

El siguiente proyecto consiste en la integración de indicadores de empleo verde, desarrollados a través de un proyecto paralelo, en una sección dedicada a visualizar estos indicadores en la ya existente plataforma online [BA Cambio Climático](#) para su consulta por los distintos actores estratégicos de la Ciudad. El objetivo principal es el desarrollo de

¹ C40 Cities Climate Leadership Group, Inc. es una organización registrada 501 (c) (3) sin fines de lucro de EE. UU.

piezas digitales y audiovisuales, tales como visualizaciones interactivas, infografías, videos, gifs, gráficos, tablas, entre otros, que permitan comunicar el impacto y oportunidades que genera el empleo verde en la Ciudad, que permitan ser integrados a la web mediante un código HTML. Las salidas del sistema tendrán que resultar en reportes (mediante el filtrado de datos) y deben poderse exportar en distintos formatos, tales como .pdf, .csv, .jpg, .xlsx, .png. Así mismo deberá permitir la descarga de los materiales audiovisuales. Deberá acompañar material audiovisual para su comunicación periférica tanto para redes sociales, institucionales, newsletters o mailings.

Se necesitarán reuniones de trabajo periódicas con el equipo del Gobierno de la Ciudad de Buenos Aires para el desarrollo de la estructura del contenido y el contenido en si, información accesible y clara según un modelo de scrollytelling, copies para redes sociales y estructura integral que acompañen a las piezas visuales.

Los detalles del programa de trabajo (dentro del alcance de esta RfP) se revisarán y acordarán con el Gobierno de la Ciudad de Buenos Aires y C40 al inicio del proyecto (durante una reunión inicial). En esa etapa, el proveedor debe asegurarse de hacer todas las preguntas relevantes y obtener la información necesaria para planificar su capacidad y plazos para entregar el trabajo en tiempo y forma.

4. Alcance del Proyecto

Se prevé que el alcance del trabajo incluya las siguientes etapas.

Número	Paquete de trabajo	Entregables
1	Incepción/ Elaboración	<ul style="list-style-type: none"> • Plan de Proyecto, cronograma de entregas, Gantt (En/Es) • Especificaciones de casos de uso
2	Construcción	<ul style="list-style-type: none"> • Desarrollo de la sección de empleos verdes dentro de la plataforma BA Cambio Climático. • Integración de los indicadores de empleos verdes y desarrollo de piezas digitales y audiovisuales.
3	Transferencia y capacitación	<ul style="list-style-type: none"> • Manual de usuario • Desarrollo de capacidades y capacitación para un equipo de diez (10) personas que continuarán el mantenimiento de la web (por ejemplo seminarios)
4	Cierre de proyecto y evaluación	<ul style="list-style-type: none"> • Informe final del proyecto que debe contener al menos lo siguiente (En/Es) <ul style="list-style-type: none"> ◦ Resumen del trabajo realizado ◦ Lecciones aprendidas
5	Mantenimiento	<ul style="list-style-type: none"> • Mantenimiento de la plataforma (3 meses) – si es necesario

Nota: Todos los documentos deberán proporcionarse en español. Además, los documentos enumerados con “En/Es” deberán proporcionarse tanto en español como en inglés.

Detalles de los entregables del proyecto:

Construcción

La información de los indicadores de Empleo Verde a insertar dentro de una sección en la [plataforma BA Cambio Climático](#), se deberá visualizar mediante una serie de gráficos y tablas interactivos que sean atractivos visualmente y de sencilla comprensión para los vecinos y vecinas de la Ciudad. La sección deberá ser dinámica, por lo que deberá contener videos, infografías, gifs. A modo de ejemplo el usuario podrá requerir aplicar un filtro que le permita visualizar los datos según diferentes categorías.

Adicionalmente, la sección tendrá que permitir importar periódicamente información proveniente de archivos en formato Excel y Shapefile, así como exportar estos datos según el filtro aplicado.

El proyecto propone generar acciones estratégicas de desarrollo de visualización de los indicadores para la plataforma BA Cambio Climático, tales como: la construcción de material audiovisual y digital, que siga los lineamientos y protocolos de apertura del Gobierno de la Ciudad de Buenos Aires, y visualizaciones interactivas de acceso público insertadas en la plataforma.

Se propone una metodología de trabajo en la cual, primariamente se generen reuniones de trabajo para definir la estrategia y materiales a producir. En paralelo a la producción de los mismos se realizará un seguimiento para adecuar en caso de ser necesario los contenidos a los requerimientos específicos, para abordar adecuadamente la temática.

Dentro del paquete de productos audiovisuales se espera que la contraparte realice las siguientes acciones:

- Desarrollo de las piezas de comunicación, audiovisuales e infográficas. Se deberán incluir las versiones editables de todos los materiales.
- Desarrollo de una visualización interactiva, tablero de control, que cumpla con los requerimientos del Gobierno de la Ciudad de Buenos Aires, para su correcta inserción en la página. Este será realizado con una herramienta de visualización como Tableau o similar.
- Redacción del copy que acompañará todo el material gráfico.
- Confección de un banco de recursos que permita la correcta actualización y modificación de las piezas no estáticas por el Gobierno de la Ciudad de Buenos Aires.
- Confección de gifs y videos, tanto con animación y contenido audiovisual como filmaciones generales.
- Se espera que todo sea validado y acordado entre el proveedor y el área pertinente del Gobierno de la Ciudad de Buenos Aires. Así como las cantidades de cada producto serán a convenir según la estrategia de comunicación acordada.
- Todo el material deberá estar correctamente documentado.

Transferencia y Capacitación

El desarrollo de capacidades de los funcionarios de la CABA será un componente fundamental para permitir la continuidad y la propiedad del proyecto por parte de la ciudad para ejecutar y mantener la interfaz digital después de la finalización.

El proveedor de servicios proporcionará capacitación de forma virtual o presencial, según la situación epidemiológica lo permita, al personal identificado del Gobierno de la CABA, especificado en el apartado 4, paquete de trabajo 3.

Como mínimo, esto debería cubrir la producción de manuales para apoyar al personal de la ciudad en la comprensión profunda de todos los productos digitales desarrollados.

5. Solicitud de propuesta y línea de tiempo del proyecto

Línea de tiempo de la solicitud de propuesta

Actividad	Fecha
Solicitud de propuesta enviada	25 Octubre 2021
Postulaciones enviadas a C40	12 Noviembre 2021
Evaluación de postulaciones	22 – 24 Noviembre 2021
Presentación de propuestas	25 – 29 Noviembre 2021
Decisión de selección tomada	30 Noviembre 2021
Postulantes notificados del resultado	2 Diciembre 2021

Los siguientes días estimados son de referencia y el proponente podría sugerir un calendario diferente. El proyecto debe ejecutarse entre Marzo 2022 y Noviembre de 2022.

Línea de tiempo del proyecto

PT	Descripción	Período de tiempo	Fecha/Fin de plazo
1	Incepción / Elaboración	20 días	25/03/2022
2	Construcción	3 meses	24/06/2022
3	Transferencia y capacitación	15 días	15/07/2022
4	Cierre de proyecto y evaluación	15 días	05/08/2022
5	Mantenimiento (si necesario)	3 meses	04/11/2022

Nota: Los postulantes deberán estar seguros de que podrán entregar el trabajo a pesar de las restricciones vigentes por COVID-19.

6. Presupuesto del proyecto

El monto total del contrato para este proyecto no será superior a **USD 14,523**, incluidos los impuestos aplicables. C40 realizará pagos al proveedor en USD. Cualquier pérdida debida a la variación de los tipos de cambio entre la moneda local y USD debe cubrirse dentro del presupuesto propuesto. La entidad contratante será C40 Inc. registrada en los Estados Unidos.

El pago se realizará contra entrega de cada uno de los 5 paquetes de trabajo, atento que cada paquete de trabajo esta vinculado a un pago. El pago solo se llevará a cabo en la medida que se haya cumplido con todos los entregables correspondientes a cada documento de trabajo.

7. Pautas de la propuesta

Esta solicitud de propuesta representa los requisitos para un proceso abierto y competitivo. Se aceptarán propuestas hasta las **23:59:00 (BST) del 12 de Noviembre del 2021**. Las propuestas recibidas después de esta fecha y hora serán devueltas al remitente o puntos declarados en el proceso de calificación (se deducirá un 2% por día del puntaje general).

Todas las propuestas deben estar en español y en inglés y limitadas a 8 páginas para cada idioma, sin incluir una portada / carta y archivos adjuntos. Todas las solicitudes deben enviarse en formato PDF y Microsoft Word.

Las propuestas deben ser concisas y contener:

- Resumen ejecutivo
- Programa de trabajo que describe cómo cada una de las etapas del proyecto se entregará a tiempo para cumplir con los entregables descritos a continuación, y una descripción de los resultados esperados;
- Un desglose de los costos, detallado para cada tarea del proyecto. Los costos deben presentarse en USD;
- Metodología de gestión del proyecto y explicación de cómo el oferente propone trabajar e involucrar a la ciudad y al gerente del programa C40. Esto debe incluir roles y responsabilidades claves, informes, solicitudes de cambio, escalamiento de problemas, cierre de las etapas del proyecto y criterios de aceptación;
- Consideración del soporte apoyo a la ciudad durante los primeros meses desde la entrega del proyecto;
- Descripción de cualquier riesgo y suposición, junto con estrategias apropiadas de gestión y mitigación, incluidos todos los riesgos relacionados con la pandemia COVID-19;
- Perfil organizacional y detalles del equipo, limitando los CV a dos páginas por persona
- Ejemplos de trabajos previos relevantes;
- Al menos dos referencias recientes con detalles de contacto de teléfono y correo electrónico.

Los postulantes deben manejar el idioma español. Se alienta a los postulantes con sede en Argentina y la región de América Latina; aun que los postulantes fuera de la región son bienvenidos.

Si la organización que presenta una propuesta debe externalizar o contratar cualquier trabajo para cumplir con los requisitos contenidos en este documento, esto debe indicarse claramente en la propuesta. Además, todos los costos incluidos en las propuestas deben ser exhaustivos para incluir cualquier trabajo subcontratado. Cualquier propuesta que requiera subcontratación o contratación debe incluir un nombre y una descripción de las organizaciones contratadas.

Se espera que los postulantes confirmen que pueden cumplir con el Acuerdo de proveedor de servicios estándar de C40, que se adjunta en el apéndice, o, si no, describan qué elementos deben modificarse. Los términos y condiciones del contrato se negociarán tras la selección del oferente ganador para este RfP.

8. Criterios de evaluación de propuestas

Todas las propuestas serán evaluadas en función de los siguientes criterios:

Plan de trabajo	40%
Plan de manejo y personal clave	20%
Experiencia y referencias	20%
Presupuesto (valor y costo) y costos de mantenimiento	20%
Cumplimiento con ASI*	100%

* [Estándares Tecnológicos establecidos por la Agencia de Sistemas de Información \(ASI\)](#) para los sistemas informáticos del GCBA.

Cada postor debe enviar 1 copia de su propuesta, siguiendo las pautas de la Sección 7, a la dirección de correo electrónico a continuación antes de las **23:59:00 (BST) del 12 de Noviembre del 2021**.

Giovanni Tedesco
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Analytics & Visuals Intern
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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].²

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]³.

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

²Include if C40 will reimburse expenses.

³Include if applicable (e.g., if SP will be working out of C40/Bloomberg office).

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.]⁴

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;

⁴Include if C40 needs to give SP trademark license to perform Services.

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.]⁵

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.]⁶

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.

⁵ To be included only in the case of outsourcing services.

⁶ Only include if service provider is an academic or scientific institution.

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}