

# DESIGN OF CFF KNOWLEDGE PRODUCTS

## Request for Proposals – C40 Cities Finance Facility

### 1. Background

A collaboration of C40 Cities Climate Leadership Group and Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH. The CFF is funded by the German Federal Ministry for Economic Cooperation and Development, the Government of the United Kingdom and the United States Agency for International Development. The CFF supports cities in developing and emerging economies to develop finance-ready projects to meet the objectives of the Paris Agreement; limiting global temperature rise to 1.5°C above preindustrial levels and strengthening resilience against the impacts of a warming climate.

Further background information is given in Appendix 1.

### 2. Project Overview & Objective

This Request for Proposals (RFP) outlines the requirements for the **design of all of the CFF's Knowledge and Learning reports over the length of the contract (approximately 15 reports), these reports will typically be around 20-24 pages (though could be between 15-35 pages) in length, including covers and graphical elements.** The reports should be designed to a high standard while ensuring that they remain in keeping with the existing Knowledge and Learning reports ([www.c40cff.org/knowledge](http://www.c40cff.org/knowledge)), CFF's corporate design guidelines (see Appendix 3) and with the CFF website ([www.c40cff.org](http://www.c40cff.org)).

The consultant is expected to work independently. The CFF Knowledge & Learning Officer (Mr) Oliver Walker ([owalker@c40.org](mailto:owalker@c40.org)) based in London will be the main point of contact. He will be available to answer any questions or queries regarding the C40 Cities Finance Facility or this project.

### 3. Timeline

A timeline of the entire process from submitting a proposal to completion is detailed below:

**04 April 2019:** RFP published online.

**23 April 2019:** Proposals to be sent in PDF format to [owalker@c40.org](mailto:owalker@c40.org).

**26 April 2019:** All consultants receive a response on whether they have been successful.

**1 May 2019:** Kick-off of the design of the first report.

**31 January 2021:** End of design contract.

Any questions that you may have on the project / RFP or on the C40 Cities Finance Facility should be sent to [owalker@c40.org](mailto:owalker@c40.org).

Please note that any proposals not received by 09.00 (GMT) on the 23<sup>rd</sup> of April will not be accepted. Details of how to submit your proposal are in the 'Guidelines for Proposals' Section below.

#### 4. Details of the Project:

The winning designer or design agency will be expected to design all of the CFF's Knowledge and Learning reports over the length of the contract which will run until the 31<sup>st</sup> of January 2021. These reports will be shared globally through: the CFF website, partner cities, partner organisations and C40's city networks.

**The exact number of reports to be designed over the period of the contract will be dependent on organisational needs and requirements and thus the exact number is currently unknown. Though currently, the expected number of reports to design over this period will be 15.**

The reports to be designed will alter in length, but the average report will be 20-24 pages. As well as the design of content pages, it is expected that the design will also include the following:

- Front cover
- Back cover
- List of contents
- Acknowledgements
- Bibliography (not included in page count)
- Appendices (not included in page count)

This overall design should be in keeping with the existing Knowledge and Learning reports and the CFF corporate identity (see Appendix 3), including font styles and colour palette. The design will include several photographs (either stock footage or provided by the CFF team).

The use of the deliverables will be primarily digital, but several copies will also be printed for the use of key partners etc, and therefore the final design should be suitable for both digital and paper use.

Further to the overall design, the task will also include the development of 6-7 graphical elements (graphs, charts and figures) which should be re-drafted by the designer in keeping with the overall style of the report.

The consultant should expect to follow the application timeline as proposed above. For each report, a timeline will be provided which both the CFF and consultant should follow as closely as possible. Within this timeframe, at least 3 rounds of feedback will be required.

## Target audience

The primary target users for the reports are:

- City officials;
- Senior and junior managers at potential CFF funding partners, e.g. bilateral development agencies and philanthropies;
- Senior and junior managers at potential CFF implementing partners, e.g. multilateral development banks, national development banks, UN agencies;
- Financiers, i.e. representatives of institutional investors, private banks, fund managers, etc.;
- Experts in the fields of urban development, development finance and climate change finance.

## Related examples:

Below are a sample of our existing Knowledge and Learning reports that have been developed. All future reports should reflect the design and be in-keeping with these reports.

- [Transforming cities and finance to address climate change](#)
- [Cycling Infrastructure in Cities: Bogotá's Quinto Centenario Cycle Avenue](#)
- [Analysis: The demand for financing climate projects in cities](#)
- [Explainer: How to finance urban infrastructure?](#)

We also highly recommend for your proposal to be informed by the CFF website ([www.c40cff.org](http://www.c40cff.org)).

## 5. Budget

All proposals must provide a detailed breakdown of proposed costs to complete all the tasks described in the proposal guidelines.

The proposal should provide C40 an indication of how any required variations to the report requirements (e.g. report length or number of graphics) would affect costs.

## 6. Guidelines for Proposals & Evaluation Criteria

Bidders should provide as part of their proposal:

- Description of their experience in creating the design for similar reports/products.
- A portfolio of previous experience demonstrating their design skills.
- Breakdown of costs, including line-item details to understand the allocated budget.
- Notice times required to develop a report and the timelines needed during the feedback process.

The CFF will evaluate all proposals based on the following criteria:

- Value and cost
- Expertise (experience with similar projects, etc.)
- Understanding of the CFF's needs
- Overall proposal suitability: ability to meet the scope and needs included in this document.

Each bidder must submit their proposal in English in a PDF format to:

**Name:** Oliver Walker  
**Position:** Knowledge & Learning Officer, C40 Cities Finance Facility  
**Email Address:** [owalker@c40.org](mailto:owalker@c40.org)  
**Phone Number:** +44 (0) 7884 204405 / +44 (0) 2035 259 053

## 7. Contract Award and Form

C40 may award contracts on the basis of proposals submitted in accordance with the instructions set out in this RFP.

C40 intends to enter into the form of contract attached as Appendix 2 and entitled *Service Provider Agreement* with the winning bidder(s). The winning bidder(s), however, may propose amendment to the contract or the use of their own Terms of Service (or similar), subject to C40's internal contract approval process.

As noted in Section 4, while C40 estimates that it will require 15 reports during the term of the contract, the actual number of reports commissioned may vary. As such, C40 intends to enter into a contract that will allow C40 flexibility to commission reports on an as needed basis.

## 8. Disclaimer

C40 will not accept any liability or be responsible for any costs incurred by respondents in preparing a response for this RFP.

Neither the issue of the RFP, nor any of the information presented in it, should be regarded as a commitment or representation on the part of C40 (or any other person) to enter into a contractual arrangement. Nothing in this RFP should be interpreted as a commitment by C40 to award a contract to a bidder as a result of this procurement, nor to accept the lowest price or any tender.

## Appendix 1 – Background to the C40 Cities Finance Facility

### Introduction

Access to finance is one of the most significant barriers that mayors and city leaders face in delivering on their climate change plans. This challenge is particularly acute in cities from developing countries and emerging economies where there is a shortage of expertise in securing investment for infrastructure projects. At the same time, these cities have enormous potential to reduce greenhouse gas (GHG) emissions while being highly vulnerable to the impacts of climate change.

In order to address this issue, the C40 Cities Finance Facility (CFF) was launched at the C40 Forum during COP21 in Paris in December 2015. The CFF supports C40 cities in developing and emerging countries to prepare and deliver sustainable, low carbon and climate adaptation projects. The CFF is funded by the German Federal Ministry for Economic Cooperation and Development (BMZ), the UK government (BEIS) and the United States Agency for International Development (USAID), with additional in-kind assistance by the Inter-American Development Bank (IADB) and the World Resources Institute (WRI). Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) GmbH and C40 together serve as implementing agencies of the CFF.

### Objectives

The ultimate objective of the CFF is to reduce GHG emissions and increase climate resilience in cities by mobilising financing for city-level climate change action. The CFF will aim to achieve the following project outcomes:

- Project preparation of urban climate change projects for sustainable financing;
- Capacity development of city administrations to mobilise and access a broad range of financing instruments;
- Knowledge sharing beyond CFF partner cities via peer-to-peer learning and CFF stakeholders;
- Partnerships between cities, investors/financiers and their representations.

The CFF advances the implementation of the Paris Agreement, the New Urban Agenda, and the Addis Ababa Action Agenda. It also contributes to the 2030 Agenda for Sustainable Development, in particular goal 11, by promoting sustainable, resilient and inclusive urban development.

### Principles of Operation

The CFF is guided in its operation by the following principles:

- **Demand-driven** – Cities apply for CFF support to advance their sustainability priorities.

- **City-focused** – The CFF works in the best interests of supported cities and their projects, rather than a specific capital provider, financing mechanism or construction company. Cities and their residents are the targeted beneficiaries of the CFF and its interventions.
- **Strategic climate change action** – Support is targeted towards strategic and transformational projects identified in city climate action and climate resilience plans as well as in the overall vision and master plans of the city.
- **Financial and technical sustainability** – Projects supported must be based on a feasible plan for operation and maintenance as well as for cost-recovery, ensuring the long term sustainability of the project.
- **Ownership and capacity development** – City administrations and their officials are the key actors in the project preparation process and are the recipients of technical assistance for project structuring and use of financing mechanisms.
- **Catalytic nature** – The CFF supports cities in sharing their learning and experiences, and catalyses action.
- **Transparency** – The CFF promotes transparency in all areas of project and city selection and project preparation and carries out regular monitoring and reporting.
- **Outcome-oriented** – A key objective is that projects achieve financial close.

### Technical assistance and capacity development

The CFF will support cities in developing bankable investment proposals, and act as an intermediary between cities and potential financiers to facilitate investments. Citybased technical experts will work to determine the city's capacity needs and the project requirements, while ensuring the city's own project team are fully involved in the project preparation, thereby developing capacity within the city. Successful financing and project structuring models and mechanisms will be shared with other cities in C40's Networks and with secondary cities to increase the CFF's impact.

## Appendix 2 – C40 Service Provider Agreement

### 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] (“Service Provider”).

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

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

1. Services. During the term (as defined below), service provider will provide services and/or advice to c40 as set forth in one or more statements of work (the “services”), which shall be signed by both parties in the form attached as exhibit a. The parties may mutually agree from time to time on additional statement(s) of work providing for additional services to be performed pursuant to this agreement. In the event of any conflict between the terms of this agreement and any statement of work, the terms of this agreement shall control and govern.

2. Term. The term of this agreement (“term”) will commence on the effective date and will terminate 60 days following completion of the services, unless extended by c40 in writing or earlier terminated in accordance with this agreement.

3. Fees. Service provider will invoice c40 for the services for each of the payments due. Each invoice will be payable to service provider within thirty (30) days after its receipt by c40. Invoices will be addressed to c40 cities climate leadership group, inc., 120 park avenue, floor 23, new york, ny 10017 usa with attention to c40 finance and be delivered via electronic mail to: [finance@c40.org](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.

4. Independent contractor. The services will be performed by service provider as an independent contractor, and neither service provider nor any of its directors, officers, employees, volunteers, agents, or contractors (as applicable) (collectively, “personnel”) will become, by virtue of this agreement, an employee or agent of c40. Service provider personnel will have no right or authority to assume or to create any obligation or responsibility, express or implied, in the name or on behalf of c40. To the extent applicable, service provider will assume all responsibility for unemployment compensation, workers’ compensation, retirement plans, and other benefits, as well as all obligations to pay national, state, local and social security/insurance taxes on any amounts paid in connection with this agreement. Service provider acknowledges that c40 has no obligation to service provider or any of its personnel in this regard, and service provider agrees to indemnify and hold harmless c40 with respect to any claims or liability regarding such benefits, taxes, and related matters.

5. Performance of services. The services will be performed by service provider or by personnel under the control of service provider using best efforts.

6. Confidentiality.

(A) Confidential information. During the course of performing the services, each party may have access to confidential or proprietary information (in print, electronic, or other format) that is not otherwise known to the general public and that is owned by or licensed to a party or its affiliates (or third parties

to whom a party owes a duty of confidentiality), which is marked confidential or should reasonably have been known to be confidential (“confidential information”). Each party agrees to: (i) keep the other party’s confidential information strictly confidential; (ii) use the other party’s confidential information solely for the purpose of fulfilling its obligations under this agreement; (iii) disclose the other party’s confidential information only to its personnel who have an absolute need to know such confidential information and who are informed of and agree to be bound by the confidentiality obligations set forth in this agreement. A party will be liable for any breach of confidentiality obligations by any person or entity to which the party discloses the confidential information. Each party will use commercially reasonable efforts to assist the other party in identifying and preventing any unauthorized access to, use or disclosure of its confidential information and will immediately notify the other party in writing if it becomes aware of any unauthorized access to, use or disclosure of the other party’s confidential information.

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

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

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

## 7. Work product.

(A) Works made for hire; assignment. C40 has specially ordered and commissioned all material that service provider creates under this agreement (the “work product”) as “works made for hire” under united states copyright laws. Accordingly, subject to the limitations of paragraphs (b) and (c) of this section, c40 is the author of the work product for all purposes and will forever and exclusively own all worldwide right, title, and interest in the work product, including copyrights and all other proprietary rights. If the work product, or any part of the work product, is determined not to be a work made for hire, then, as of the effective date and without further consideration, service provider hereby irrevocably assigns to c40 all of its right, title, and interest in the work product, including copyrights and other proprietary rights together with all extensions of such copyrights, arising under the laws of the united states or of any other country or under any treaty, convention, or proclamation. Service provider waives, to the extent they can be waived under any applicable law, all rights known as “moral rights” arising in the work product under any present or future law. Service provider agrees to promptly execute and deliver to c40 any instruments of transfer or other documents c40 requests to confirm and enforce c40’s absolute ownership of any and all rights in the work product. Service provider irrevocably appoints c40 as its true and lawful attorney-in-fact to execute and deliver any such instruments or documents if service provider fails or refuses to do so.

(B) Pre-existing works. If service provider incorporates, in whole or in part, any portion of pre-existing works owned by service provider (“pre-existing works”) into any work product, service provider will identify in writing the pre-existing works. Service provider hereby grants c40 a worldwide, irrevocable, fully-paid up, and royalty-free license (with the right to sublicense the right) to reproduce, distribute, create derivative works of, publicly display, and perform the pre-existing works as part of the work product in any medium now known or later developed in furtherance of c40’s charitable and educational mission.

(C) Third-party materials. If service provider wishes to incorporate any elements owned by third parties (“third-party materials”) into any work product, service provider will obtain c40’s prior written



consent and obtain in writing, on c40's behalf, a worldwide, irrevocable, fully-paid up, and royalty-free license (with the right to sublicense the right) to reproduce, distribute, create derivative works of, publicly display, and perform the third-party materials as part of the work product in any medium now know or later developed. Service provider will provide c40 with a copy of all licenses to third-party materials.

(d) residual knowledge; other engagements. The parties acknowledge and agree that this agreement is not intended to restrict service provider from continuing to use any general ideas, concepts, know how, methodologies, processes, or techniques that service provider has acquired and developed as part of its expertise in consulting under this agreement or to prevent service provider from pursuing other business engagements, provided that such use and engagements by service provider do not involve c40's intellectual property or confidential information or the work product created under this agreement.

8. Trademarks. C40 hereby grants service provider permission to display c40's trademarks, c40, c40 cities, the c40 logo, ("c40 trademarks") for the purposes of the services. Service provider may use the c40 trademarks for other purposes only with c40's prior written consent. For the avoidance of doubt, service provider will not refer to c40 in any service provider marketing, advertising, press releases or public statements without c40's prior written consent. If any use of the c40 trademarks by service provider is unacceptable to c40, c40 has the right to require modification by service provider and may at any time and upon notice, require service provider cease use of any c40 trademarks.

9. Representations, warranties and covenants.

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

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

(ii) By entering into this agreement, service provider will not violate the terms of any pre-existing agreement that service provider may have with another party;

(iii) The work product will be original except to the extent any pre-existing works or third-party materials are incorporated in the work product;

(iv) The work product (and any pre-existing works or third-party materials incorporated in the work product) will not infringe the copyright, trademark, patent, or other proprietary or other right of any person or violate any law;

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

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

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

(viii) Service provider will instruct its personnel in any safety standards and protocols promulgated by c40, or the management of a facility occupied by c40, and its personnel will follow such standards and protocols;

(ix) Service provider has appropriate safeguarding policies, protocols and practices in place to ensure that it does no harm to beneficiaries of its services and its staff. This means having policies in place which reflect the safeguarding practices of c40 (<https://c40.box.com/v/safeguarding>); and

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

(B) At any time, c40 may request service provider to present copies of service provider's programs, policies and/or documentation as to any training provided by service provider to its personnel.

10. Indemnity; insurance.

(A) Indemnity. Service provider will indemnify, protect, and hold harmless c40 and its affiliates, and their respective personnel (collectively, "indemnitees") against all liability, damages, judgments, costs, fines, penalties, interest and expenses (including reasonable legal and professional fees and similar disbursements incurred in any action or proceeding), to which the indemnitees may be subject or suffer arising from, or in connection with: (i) a breach of this agreement by service provider, (ii) a breach of any of service provider's representations, warranties, and covenants, (iii) the negligent or willful misconduct of service provider or its personnel, in the performance of the services, or (iv) any third-party claim resulting from or related to the services, to the extent the liability or harm was not caused by c40.

(B) Service provider covenants to maintain a workers' compensation insurance policy (with employer's liability coverage), umbrella liability policy, professional liability policy, automobile liability policy, if applicable, and commercial general liability policy with coverage limits that would be maintained by a prudent party in service provider's industry performing work similar to the services.

11. Non-disparagement and non-disclosure. Service provider recognizes and agrees that as a result of its engagement by c40, it is assuming a position of confidence and trust and as such will not in any way defame, disparage, libel or slander c40 and/or its respective directors, officers, owner(s), affiliates, associates and related entities, and will not, during the term or thereafter, contact, respond to any request from, or in any way discuss c40 and/or its respective directors, officers, owner(s), affiliates, associates or related entities with any news provider or other media (print, television or otherwise).

12. Limited liability. C40's liability under this agreement is limited to the fees earned by and payable to service provider pursuant to section 3, and in no event will include consequential, special or indirect damages or claims for loss of profit or business. No individual director, officer, official, employee, volunteer, agent or affiliate of c40 will be personally liable under this agreement, and no recourse can be held against any such party's assets by reason of a breach of this agreement by c40 or otherwise.

13. Termination. C40 may terminate this agreement upon 30 days' written notice to service provider. Following termination, c40's only obligation to service provider will be to pay service provider amounts due for services satisfactorily rendered. Upon the termination, service provider will immediately deliver to c40 in understandable and organized form, all work product (including works-in-progress), and will, at no extra charge, be available to and cooperate with c40's designees in connection with the transition of the services.

14. Anti-corruption laws. Service provider hereby acknowledges that it is familiar with the terms and provisions of the united states foreign corrupt practices act of 1977, as amended (the "fcpa"), the uk bribery act, (the "bribery act") and all applicable international and local country anti-bribery and anti-corruption laws, rules, decrees, orders and regulations (the fcpa, bribery act and such applicable international and local country laws, decrees and regulations are individually and collectively referred to as "anti-corruption laws") and the general and specific purposes of such anti-corruption laws. The service provider further represents, on behalf of itself as well as its subsidiaries and affiliates, and their respective directors, officers, employees, and agents, that the service provider does and will comply in all respects with all applicable anti-corruption laws.

15. Miscellaneous.

(A) Subcontracting. Service provider may subcontract or delegate its obligations under this agreement only with c40's prior written consent in each instance; if c40 approves any subcontractor, upon c40's request, service provider will promptly provide to c40 all information that c40 reasonably requests

concerning the subcontractor. Service provider is primarily responsible for all acts and omissions of subcontractor and for ensuring subcontractors comply with this agreement.

(B) Prior services; survival. If service provider has provided any of the services before the effective date, this agreement would apply except as expressly stated otherwise. Any sections that contemplate survival of termination or expiration of this agreement will survive such termination or expiration, including the sections “representations, warranties and covenants,” “trademarks,” “limited liability” and “indemnity; insurance”.

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

If to c40:

C40 cities climate leadership group, inc.  
120 park avenue, floor 23  
New york, ny 10017  
Usa  
Attention: c40 legal  
Email: legal@c40.org

If to service provider:

[insert information]

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

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

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

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

(H) Assignment. Service provider may not assign this agreement without c40’s prior written consent and any purported assignment in violation of this provision will be null and void. C40 will have the right to assign this agreement at any time on notice to service provider.

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

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

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

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

[remainder of page intentionally left blank]

EXAMPLE

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:  
Title:

{service provider name}

By: \_\_\_\_\_  
Name: {authorized signer name}  
Title: {title of authorized signer}

EXAMPLE

**STATEMENT OF WORK**

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

1. Scope of Work

{a detailed explanation of services to be provided}

2. Term

{time frame of service with an end date}

3. Fees

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

4. Payment Schedule

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

5. C40 Staff Point of Contact:

{name}

{email}

EXAMPLE

C40 CITIES CLIMATE LEADERSHIP GROUP INC.

By: \_\_\_\_\_

Name:

Title:

{service provider name}

By: \_\_\_\_\_

Name: {authorized

signer

name}

Title: {title of authorized signer}

**Appendix 3 – CFF Corporate Design Guidelines**

EXAMPLE

# **GUIDELINES** LOGO

## C40 CITIES FINANCE FACILITY



**C40 CITIES  
FINANCE  
FACILITY**



# 1. The Logo

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These user instructions guarantee a standardised and uniform appearance of the word mark and logo of C40 Cities Finance Facility. The design of the graphic elements and the text presented here is binding. Changes to the logo and the texts are not permitted.

## 1.1 Colour

The logo is displayed in colour. The grayscale version is only used in exceptions.

### CMYK/RGB



### B/W POSITIVE



### B/W NEGATIVE



## 1.2 Image Scale

The minimum height of the word mark and logo is 15mm. A smaller scale risks to make the text unreadable. Use the small logo, when the logotext in the logo is too small to read.



## 1.3 File Formats

The logo has been submitted in different file formats. Each format serves a different application purpose:

**EPS/PDF:** vector data for print products (scalable into larger files, eps only for design software)

**JPG/GIF:** pixel data for online and email usage (only scalable into smaller files)

### Colours:

**CMYK:** only for print products

**RGB:** for screen and web

## 1.4 Protected Space

The more space around the logo, the better a visual impression it makes. To ensure a minimum of space, we have defined a “protected space” in white around the logo that is obligatory for all utilisation. The size of the white space is defined by the height of one line of the word mark. The logo is always displayed on a white or light-coloured zone that corresponds to the size of the protected space. Within the protected space, no additional elements must be displayed.



## 2 General Remarks on the Logo

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### 2.1 Proportions

When the logo is pasted into design and word processing programmes, it must not be distorted.



## 2.2 Background

The word mark and logo are displayed on a white or light-coloured background. A colourful background or photos are not admissible. In those cases, a white background zone is used to provide the necessary neutral background.



### 3 Colours

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The overview below shows the colour values of the word mark and logo. Additional graphical elements that might be used with the logo can incorporate these colours.



CMYK: 96/66/28/13  
RGB: 0/79/120  
WEB: #004e77

#### Main Color

For headlines and graphical elements



CMYK: 100/0/32/0  
RGB: 0/154/174  
WEB: #0099ae

#### Additional Colors

For graphical elements



CMYK: 59/0/100/0  
RGB: 125/182/28  
WEB: #7db51c



CMYK: 13/0/100/0  
RGB: 237/225/0  
WEB: #ede100



CMYK: 84/0/100/0  
RGB: 0/158/48  
WEB: #009e2f

## 4 Typography

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The overview below shows the colour values and fonts of the word mark and logo.

### Hind for web and print (free to download from google fonts)

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abcdefghijklmnopqrstuvxyzß  
ABCDEFGHIJKLMNQRSTU  
&1234567890(.,:;!><--/)

#### Hind Regular

for body text

abcdefghijklmnopqrstuvxyzß  
ABCDEFGHIJKLMNQRSTU  
&1234567890(.,:;!><--/)

#### Hind Light

for headlines

**abcdefghijklmnopqrstuvxyzß**  
**ABCDEFGHIJKLMNQRSTU**  
**&1234567890(.,:;!><--/)**

#### Hind SemiBold

for headlines

### Helvetica for email and external communication (when the font HIND is not available)

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abcdefghijklmnopqrstuvxyzß  
ABCDEFGHIJKLMNQRSTU  
&1234567890(.,:;!><--/)

#### Helvetica Regular

**abcdefghijklmnopqrstuvxyzß**  
**ABCDEFGHIJKLMNQRSTU**  
**&1234567890(.,:;!><--/)**

#### Helvetica Bold

## 5.1 Usage with Software

**Abcdefghijklm**  
**Nopqrstuvwxyzß**

### **Microsoft Word**

Use always single space lines in a document

**Headlines**  
**2 Lines**

### **Microsoft PowerPoint**

Do not use more than 2-line headlines

