

REQUEST FOR PROPOSAL (RfP)
Driving investments into local green recovery

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

23 November 2020

1. C40 Cities Climate Leadership Group



The C40 Cities Climate Leadership Group connects more than 90 of the world's greatest cities, representing 650+ million people and one quarter of the global economy. Created and led by cities, C40 is focused on tackling climate change and driving urban action that reduces greenhouse gas emissions and climate risks, while increasing the health, wellbeing and economic opportunities of urban citizens.

The current chair of the C40 is Mayor of Los Angeles Eric Garcetti; three-term Mayor of New York City Michael R. Bloomberg serves as President of the Board. C40 is governed by a Steering Committee made up of C40 member city mayors, elected by their peers to represent the geographic diversity of the network. Currently, the C40 Steering Committee includes the mayors of Accra, Boston, Copenhagen, Dhaka, Dubai, Hong Kong, London, L.A., Medellin, Milan, Seoul and Tokyo.

C40's work is made possible by our three strategic funders: Bloomberg Philanthropies, Children's Investment Fund Foundation (CIFF), and Realdania.

C40 positions cities as a leading force for climate action around the world. We define and amplify their call to national governments for greater support and autonomy in creating a sustainable future. Working across multiple sectors and initiative areas, C40 convenes networks of cities providing a suite of services in support of their efforts, including: direct technical assistance; facilitating of peer-to-peer exchange; and research, knowledge management and communications.

As a climate organisation of the world's greatest cities, C40 supports its members to move on to a low carbon development pathway, adapt to climate change, curb GHG emissions, and engage in partnerships among themselves and with global organisations, national governments, the private sector and civil society.

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

2. Summary and Background of the Project

C40 has established a [Global Mayors COVID-19 Recovery Task Force](#) to rebuild cities & economies in a way that improves public health, reduces inequality and addresses the climate crisis. The task force has set out principles for recovery and recently published a report called [C40 Mayors Agenda for a Green and Just Recovery](#) that sets out the collective vision of mayors for a green and just recovery and the shared principles for achieving it, including actions that cities are taking and will take, examples from across the C40 network, and their calls on national and regional governments and financial institutions.

Cities are already leading the way in creating a green and just recovery from COVID-19. While city priorities are focused on the immediate crisis, mayors are now also preparing for recovery and how to deliver a better future. Through the Task Force, mayors have committed to driving the swiftest and strongest recovery for their citizens and reaffirmed their commitment to the principles of the Global Green New Deal - protecting the environment, strengthening economies, and build a more equitable future by cutting emissions from the sectors most responsible for the climate crisis to keep global heating below the 1.5°C goal of the Paris Agreement and by putting inclusive climate action at the heart of urban decision making.

Priorities for Green and Just Recovery

The reports outlines key priorities for mayors:

- Action for jobs and an inclusive economy :
 - Create new, good green jobs, fast
 - Support and lift up essential workers
 - Train and upskill workers to enable a just transition to an inclusive economy.
- Actions for resilience and equity, providing fundamental public services for all, that underpin a fair society and strong economy, and that are resilient to future shocks:
 - Deliver a safe and resilient post-COVID mass transit system
 - Provide fundamental public services for all such as clean water, food, sanitation and affordable, healthy housing
- Action for health and well-being – giving public space back to people and nature, reclaiming our streets and guaranteeing clean air to ensure liveable, local communities:
 - Create ‘15 minute cities’ where all residents of the city are able to meet most of their needs within a short walk or bicycle ride from their homes
 - Give streets back to people, by permanently reallocating more road space to walking and cycling, investing in city-wide walking and cycling networks and green infrastructure
 - Building with nature to prioritise 'nature based solutions' such as parks, green roofs, green walls, blue infrastructure and permeable pavements, to help reduce the risks of extreme heat, drought, and flooding, and improve liveability and physical and mental health

Investment Needed for a Green and Just Recovery

Cities have been at the epicentre of the COVID-19 pandemic, but they also offer an opportunity to accelerate the transition to a resilient, equitable and low-carbon future. The investment needed to help cities to address climate change and support green and just recovery is significant. But the crisis has also decimated city budgets, and the impact of reduced government transfer of revenues to cities is still unknown. There is an urgent need to enhance and increase the pool of financial resources to support cities in green recovery. The climate actions prioritized above will help deliver strong benefits to communities in terms of job creation, upskilling, improved quality of life, improved health and well-being,

and strengthened resilience, but there are limited finance mechanisms that can target community level finance action.

C40 would like to explore innovative finance models for community-focused, local green recovery, including tapping into finance sources including impact investors, endowments and institutional investors, local pension funds, philanthropies, crowd or community-based funding, and social enterprises and funds. The aim of this research is to explore this potential for diverse investors with a mandate for responsible investing and strong community ties to invest in locally-based, green recovery.

3. Proposal Guidelines

This Request for Proposal represents the requirements for an open and competitive process. Proposals will be accepted until **6PM EST, December 7, 2020**. Any proposals received after this date and time will not be accepted and will be returned to the sender. All proposals should include clear timetables, how they would work with C40, clear costs and detail on experience in this area.

The proposal should clearly indicate the required input from C40 staff, timeline of implementation, and any required background work or set up. C40 suggests the working partnership consists of brief weekly or bi-weekly check-ins with updates provided in advance via a pre-agreed format. The submission can include any additional suggestions for the project governance and management. It is not necessary to submit a workplan with the proposal, however the workplan should be signed-off by C40 as part of the project initiation stage.

Respondents are also required to set out any risks and assumptions made in planning this work. Where risks are identified appropriate management and mitigation strategies should also be outlined.

If the organisation submitting a proposal must outsource or sub-contract any work to meet the requirements contained herein, this must be clearly stated in the proposal. Additionally, all costs included in proposals must be all-inclusive to include any outsourced or contracted work. Any proposals which call for outsourcing or contracting work must include a name and description of the organisations being contracted.

All costs must be itemized to include an explanation of all fees, costs and applicable taxes.

Contract terms and conditions will be negotiated upon selection of the winning bidder for this RfP. All contractual terms and conditions will be subject to review by C40 legal department and will include scope, budget, schedule and other necessary items pertaining to the project. **Please be sure to review the draft Service Provider Agreement included at the base of this RFP and indicate any comments or your acceptance in order to streamline the contracting process.**

4. Project Purpose and Description

The purpose of this project is as follows:

The purpose of this Request for Proposal is to solicit proposals from various candidates (both individuals and from organisations), conduct a fair and extensive evaluation based on criteria listed herein, and select the candidate who best represents the direction C40 wishes to go.

C40 is seeking consultancy support to undertake research and provide recommendations on innovative approaches for how pension funds, impact investors, philanthropic investors, endowment funds and other responsible investors can support a local green and just recovery. This research will complement a larger study on financing mechanisms that can support mayors in delivering on the green and just agenda.

The research should explore existing examples of how investors have used their investments to drive or support investment in clean industries, low carbon or resilient infrastructure, innovation and SME development, community regeneration and just transition initiatives in their local area, and provide insights into how C40 mayors could explore these opportunities further. Examples must focus on local (community-city-state/regional) investment. The examples could be from a dedicated investment vehicle or fund or from a subset of portfolio targeted at local or community investments. Bidders are encouraged to work in partnership with others if this will enable a more comprehensive approach to meeting the requirements of the proposed scope.

5. Project Scope.

The key tasks for the consultant are as follows:

- Identify and propose to C40 4-5 existing examples that could be the basis for case studies for the research, covering different regions (including at least one example from the Global South). The proposed case studies should be discussed with and approved by C40 prior to the consultant developing the studies further.
- Once the examples are identified and agreed with C40, undertake research and interviews to understand the below:
 - The dynamics of each investment vehicle (e.g., investors, fund managers, proponents/champions, partners, size of funds available/leveraged, structure, etc) and their origin
 - Aims of each vehicle
 - Investment strategy and policy/criteria
 - Types of investment targeted and asset classes
 - Achievements and successes including impact in local communities
 - If/how communities have been engaged, including in defining priorities and/or investment needs
 - Barriers and challenges faced and lessons learned
 - If available, any info on performance and management costs
- Draw out from across the case studies key findings, good practices, lessons learned
- Develop case studies (2-3 pages for each example) to summarize each example, using the C40 Knowledge Hub template/guidance (attached)
- Provide any insights, recommendations, or key success factors for cities interested in engaging their pension funds and local institutional investors in creating such a vehicle.
- Present draft findings to city officials for their feedback at a virtual workshop organised by C40
- It may be possible for C40 to facilitate interviews with 2-3 selected cities, where relevant to the selected examples, to inform the development of the case studies.

The expected deliverable of the project is a report that includes:

- the case studies outlined above;

- an analysis of key success factors across the different examples and recommendations for cities interested in creating such a vehicle.

This should be presented in an accessible format (e.g. word document). Case studies should be presented in the template used for the [C40 Knowledge Hub](#) , which will be provided upon award of the contract.

The final report will be copy edited and graphically designed for publication by C40, with recognition for the consultant developing the report.

The consultant should be prepared to present the draft findings at a virtual city workshop in mid-March during a session lasting approximately one hour.

6. RfP and Project Timeline

RfP Timeline:

All proposals in response for this RfP are due no later than 6pm EST December 7, 2020.

Evaluation of proposals will be conducted from December 8, 2020, to December 11, 2020. If additional information or discussions are needed with any bidders during this two week window, the bidder(s) will be notified.

Second stage presentations, if required will be held on December 11, 2020.

The selection decision for the winning bidder will be made no later than December 15, 2020.

Notifications to bidders who were not selected will be completed by December 17, 2020.

Activity	Date
Request for Proposals sent out	November 23, 2020
Written responses submitted to C40	December 7, 2020
Evaluation of written response	December 8, 2020 - December 11, 2020
Follow-up calls upon submission (if needed)	December 11, 2020
Selection decision made	December 15, 2020
All bidders notified of outcome	December 17, 2020

Project Timeline:

- The project is expected to commence in early January 2021.
- Consultants should propose and agree with C40 on the case studies to be reviewed as part of a project launch meeting with C40
- Consultants should produce, for feedback, an initial skeleton of the report outlining sections with key messaging.
- A draft report is expected for review by early March.
- The draft findings presented for discussion at a city workshop in mid March
- The **final** report, incorporating all feedback, should be completed by the end of March 2021.

7. Project Budget

The budget for this work is **\$12-15k, including applicable taxes**. All proposals must include proposed costs to complete the tasks described in the project scope. Costs should be stated as one-time costs. If the findings provide actionable insights for future work, there may be additional budget available for potential elaboration of a model or pilot for C40 cities.

8. Bidder Qualifications

In a proposal that is **no longer than 15 pages**, bidders should provide the following items as part of their proposal for consideration:

- Description of experience and knowledge of this topic and/or similar work conducted (relevant examples of previous work can be included as attachments)
- CVs for staff who would be working on the contract
- Timeframe for your tasks and completion of the project
- Proposed methodology for undertaking the research, including initial ideas on case studies

Please be sure to review the draft Service Provider Agreement included at the base of this RFP and indicate any comments or your acceptance in order to streamline the contracting process.

9. Proposal Evaluation Criteria

C40 will evaluate all proposals based on the following criteria:

- Overall proposal suitability: ability to meet the scope and needs included in this document
- Organisational experience and expertise
- Value and cost

Proposals will be evaluated against the following criteria (example table below):

Robustness of the project delivery proposal	50%
Capability and experience and availability of the team, ability to meet requirements	30%
Value for money	20%

Each bidder must submit 1 copy of their proposal to the email address below by 7 December, 2020 at 6pm EST:

Emilie Hvidtfeldt

Deputy Director of Global Initiatives and Climate Partnerships

C40 Cities

ehvidtfeldt@c40.org

10. Service Provider Agreement

The draft Service Provider Agreement is included below. Any comments or amendments should be submitted in a list or table format. Please review and indicate any comments or your acceptance in order to streamline the contracting process.

SERVICE PROVIDER AGREEMENT

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

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

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

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

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

3. Fees. Service Provider will invoice C40 for the Services for each of the payments due. Each invoice will be payable to Service Provider within thirty (30) days after its receipt by C40. Invoices will be addressed to C40 Cities Climate Leadership Group, Inc., 120 Park Avenue, Floor 23, New York, NY 10017 USA with attention to C40 Finance and be delivered via electronic mail to: finance@c40.org; *provided*, that if it is impracticable for Service Provider to deliver invoices via electronic mail, invoices may be mailed by post to the following address: C40 Cities Climate Leadership Group, Inc., 120 Park Avenue, Floor 23, New York, NY 10017 USA with attention to C40 Finance.

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. 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 (the latest can be found here: <https://www.c40.org/contact>); and

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

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

9. 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.

10. 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).

11. 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.

12. 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.

13. 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.

14. Miscellaneous.

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

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

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

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

[insert information]

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

C40 CITIES CLIMATE LEADERSHIP GROUP INC.

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

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

STATEMENT OF WORK

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

1. Scope of Work

{a detailed explanation of services to be provided}

2. Term

{time frame of service with an end date}

3. Fees

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

4. Payment Schedule

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

5. C40 Staff Point of Contact:

{name}

{email}

C40 CITIES CLIMATE LEADERSHIP GROUP INC.

By: _____

Name: Juliette Carter

Title: Director of Corporate Services

Date:

{service provider name}

By: _____

Name: {authorized signer name}

Title: {title of authorized signer}

Date: