

REQUEST FOR PROPOSAL

Climate Change Hazards, Risks and Impacts Assessment and Adaptation Action Identification and Prioritisation for Addis Ababa City

1 BACKGROUND

1.1 About C40

The C40 Cities Climate Leadership Group (C40) is a network of the world's megacities committed to addressing climate change. Acting both individually and collaboratively, C40 cities are having a meaningful global impact in reducing both greenhouse gas (GHG) emissions and climate risks. C40 brings together a unique set of assets and creates a shared sense of purpose. C40 offers cities an effective forum where they can collaborate, share knowledge and drive meaningful, measurable and sustainable action on climate change. As a climate organization 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 organizations, national governments, the private sector and civil society.

In 2016, C40 launched the Deadline 2020 report, which presents a detailed pathway of what C40 cities need to do to play their part in converting the COP21 Paris Agreement from aspiration into reality. It is the first significant route map for achieving the Paris Agreement, outlining the pace, scale and prioritization of action needed by C40 member cities over the next 5 years and beyond.

1.2 Addis Ababa's Climate Action Planning Process

Addis Ababa is a member of C40 and has committed to C40's Deadline 2020 Programme. Accordingly, Addis Ababa is being supported by C40 to prepare a Climate Action Plan that aligns with the Paris Agreement objectives, including identifying a pathway towards a carbon neutral, resilient city by 2050.

C40 is providing support to Addis Ababa through the provision of a dedicated City Adviser, based within the city government, who coordinates the climate action planning process and builds capacity within the city government.

2 Request for Proposals

C40 is seeking proposals from suitably qualified and experienced consultants (or consortium of consultants) to complete the following as part of Addis Ababa's Climate Action Planning process:

1. Undertaking a Climate Risk and Hazard Assessment that meets C40's requirements¹
2. Assisting the city and C40 City Adviser to identify and prioritise locally appropriate adaptation actions;
3. Provide input into the analysis of how the city's identified climate adaptation actions may be designed to help address climate change impacts.

The above work is to be conducted in a consultative and collaborative way, with the intention of building stakeholder buy-in to the outputs and building capacity within the city on climate risk assessment and adaptation planning.

Existing local, regional and national plans, policies and studies² on climate risk and hazard assessment, and adaptation planning, should be used as a basis and built on in the work undertaken.

3 PROCESS

3.1 Project Inception

A project inception meeting will be arranged between the successful bidder, city team and C40's Head of Climate Action Planning in Africa. The review process will be iterative and include documentation review, semi-structured interviews and meetings, as required. Documents to be reviewed by the consultant will include city strategies and plans, climate risk assessments, among others. C40 and/or the City will provide the successful bidder with all documents as required and when available and accordingly, the consultant will collate city, national or international documents that will be useful in successfully completing this CCRA RfP consultancy. The consultant will work closely with the city team in the data collection process, including during stakeholder engagements

3.2 Rapid Scoping study

Documentation of key climate-related risks on existing systems with the city and the available baseline information - in key sources such as IPCC Assessment reports, National Communications to the UNFCCC, NAPAs, NAPs, Nationally Determined Contribution, the Green Growth Strategy, and other sources – will be crucial. **The rapid scoping study will also specify the approaches, methods and tools that will be employed in assessing the key aspects of risk and vulnerability and key knowledge gaps.** The risk reduction or adaptation measures may also be broadly identified and monitoring and evaluation (M&E) mechanisms proposed. As part of the rapid scoping study, limitations of the CCRA may be outlined based on data availability and other key resources. Particular attention will need to be paid to the key sectors and vulnerable groups within the city to ensure that inclusivity is achieved throughout the CCRA assessment period. This scoping phase is intended to build upon the existing scoping work that has already

¹ Please visit the C40 Climate Action Planning Resource Centre to view C40's Climate Risk Assessment guidance document, setting out these requirements

² Including but not limited to the *Climate Resilient Green Growth Strategy and Integrated Climate Change Response Investment Plan Development for Addis Ababa*, 2018 Ethiopia Country Climate Risk Assessment Report funded by the Irish Aid, 2013 CGIAR Research Program on Climate Change, Agriculture and Food Security (CCAFS) Working Paper No. 59, "*Climate Change Vulnerability and Risk Assessment of Agriculture and Food Security in Ethiopia: Which Way Forward?*" "

been undertaken and will be made available to the successful bidder, as such this phase will just be to validate and include any critical outstanding information.

3.3 Climate Change Risk Assessment study

The CCRA study will seek to analyse climate risks in Addis Ababa City that result from current and future climate conditions and trends. The study will identify and assess current and projected climate trends, the climate-related vulnerabilities and risks in the city, impacts on the systems within the city (various economic sectors and vulnerable groups), and the adaptive capacity, and recommend implementable adaptation actions. The study will document the challenges and opportunities for adaptation within the city, interdependencies between various economic sectors, and key priority actions to be done. The following activities will need to be undertaken;

1. Desktop review of existing documentation including the policy and legislation framework
2. Identification and evaluation of risk including the residual risks
3. Formulation of key measures or actions that would reduce climate risk and enhance adaptation within the city (priority short term actions and actions with a longer implementation horizon)
4. Preparation of the CCRA report

The C40 CCRA Guidance document helps cities conduct Climate Change Risk Assessment that is in line with C40's requirements. The final CCRA report will need to include the components as outlined in the C40 CCRA Guideline document (see Annex 2) Although there is no specified format for a city's CCRA Report, the study and final report should focus on the following:

1. An introduction and general context providing boundary of assessment, robust data sources, stakeholders / relevant actors to input into the assessment, a glossary, the leading/coordinating team in the city, the goals and objectives of the assessment and the summary setting out the main findings.
2. Past climatic events and trends including the demographic and socio-economic context and future trends (from global to local level); environmental context and projected trends including the identification of future climate change scenarios based on at least 3 different GHG emissions pathways (e.g. BAU, current policy trajectory, ambitious reductions) and using the RCP 8.5 and 4.5 global scenarios - including likelihood and frequency of high intensity events; Major Climate Hazards that occurred in the past in terms of scale, current risk level of historical hazards, intensity and frequency of each hazard, magnitude of impact on all sector, assets and services within the city, and vulnerability assessment.
3. Projected Climate hazards and impact – expected future hazards, risk levels of projected hazards, expected intensity, frequency, and timescale of hazards, interdependencies analysis across service sectors including knock-on impacts from one system/business/community to another and potential for cascading damage / failures, assessment made of how specific hazards may influence others beyond 2050, and quantification of impacts for potential damages, avoided economic and societal costs and the value of city systems at risk (value at risk assessment).
4. Assessment of the adaptive capacity of infrastructure, institutions and systems within Addis Ababa city by describing the factors as they relate to supporting / challenging adaptive capacity; degree to which the factors challenge adaptive capacity; measurement from the factors

previously identified of the climate sensitivity in the city and mapping of areas highly vulnerable areas to projected changes / specific hazards and risks.

5. In conclusion, undertaking the Gap Analysis to understand areas where most research is needed; comparison between updated projections with the previous projections to identify significant differences or areas where data might be more certain; prioritization of risks based on level of exposure, sensitivity, interdependencies and vulnerability; and documentation of existing policies, programmes, assets, capacities, and actions that address the priority risks and vulnerabilities. To prioritize risks, it would be important to rate each risk in terms of probability and consequence on a scale of 1 to 5.

Main deliverables: Preparation of a CCRA report and a Gap Analysis embedded within the report

The technical proposal should consider the following:

1. The analysis of available information of past and present climate hazards that the city is/has been facing and available information regarding future climate scenarios and foreseen hazards.
2. The downscaling of international / national climate change scenarios to the regional/local context of Addis Ababa and the urban scale.
3. The identification of potential hazards as a consequence of climate change at a regional and urban scale.
4. Include the likelihood, severity and frequency of future hazards (to 2030 and 2050, and beyond if possible).
5. Taking into account the current demographic, urban expansion, socio-economic and environmental context of Addis Ababa and working with the city teams, develop a methodology and project urban expansion and socioeconomic development until 2050 in order to understand the potential evolution of impacts in the city.
6. Analyse the systems (urban and natural) in place that already support the city in the face of identified climate hazards.
7. Describe and develop a qualitative assessment of the impact of extreme climate events to city systems and sectors including urban planning, food security, health, critical ecosystems, infrastructure, energy, and water availability and vulnerable communities/populations (consider interdependencies), based on the climate hazard assessment. Whenever data is available, perform a quantitative assessment and spatially map the results.
8. Analyse the vulnerability and capacity of systems and population to adapt in the face of hazards, as well as potential impacts, such as number of people affected, cost of damage, days of service lost.
9. Define how to identify priority risks based on level of frequency, exposure, sensitivity, interdependencies and vulnerability.
10. Development of spatial maps highlighting vulnerable areas and communities and hot spots. Hazards experienced today and projections through to at least 2050 should be included (if possible, also include maps for the present day, 2030, 2050 and 2070).

4 WORK PLAN

A detailed work plan, including but not necessarily limited to the scoping study, the actual CCRA study, and the action identification and prioritisation, will need to be provided in the proposal. The consultant will be expected to deliver at least one capacity building workshop to the city on CRA and adaptation planning. Additionally, regular meetings and communications with the city team and other stakeholders will be required.

5 REQUIRED EXPERTISE

This assignment shall be conducted by experts, who should have the following profiles:

1. The team leader should have at least 10 years of experience in climate change with technical expertise in either climate risk, impacts and vulnerability assessment; and/or climate change adaptation integration/mainstreaming.
2. The team should include experts with local or regional knowledge/expertise. The experts are expected to have excellent technical skills relating to the assignment. English and Amharic will be the major working languages, but the final report must be presented in English.
3. For each proposed specialist, a curriculum vitae of not more than 4 pages must be provided setting out their relevant qualifications and experience.

6 DELIVERABLES

All deliverables should be provided in an editable and portable document format, compatible with computer software used by C40 and the city. Editing, formatting and presentation of electronic files should be of a consistent, professional and publishable standard.

The successful bidder will be expected to foster close and constructive working relations with the city and C40 project manager. All interim deliverables and change requests will need to be approved by the project manager.

1. A detailed inception report must be provided within the two weeks of commencing the CCRA exercise.
2. Feedback on the inception report will be provided no later than 1 week after submission. The CCRA study should begin no later than 2 weeks after the comments have been provided.
3. The CCRA (that includes Adaptation Actions) should be presented in the format that aligns with the C40 CCRA Guidance Document and should include the following as part of the Annex (if they haven't been captured in the main report):
 - a. List of documents consulted
 - b. Stakeholder engagement methodology, list of stakeholders consulted (including their contact details) and records of stakeholder engagement (if relevant)
 - c. Data received, data analysis methodologies, background materials, maps and other illustrative details. Data should be in a format that is sharable with the city so that they will be able to retain and utilize the data for future activities.

4. The first draft of the CCRA should be presented for comments within 3 months of commencing the CCRA exercise.
5. The comments to the CCRA report will be provided within 2 weeks of submission and should be taken into account in the final report.
6. The final CCRA report and spatial data should be submitted within 3 months of commencing the study.
7. The comments received from C40 and the Addis Ababa city teams' review will be incorporated into the final report within a weeks' time to finalise on this CCRA RfP assignment.

7 SUBMISSION AND EVALUATION

C40 would like to invite you to submit a proposal for delivering the services set out above. Submissions should be sent to Emma Blunt (emblunt@c40.org).

Submissions should be sent no later than 12 PM EST, 12 August 2020.

7.1 Proposal

Submissions should be concise and include:

1. A work programme outlining how the above requirements will be delivered on time and to the expected standard, and how the bidder proposes to work with, and involve, the city and C40;
2. A full, detailed, cost breakdown for each of the deliverables, including hours allocated to tasks per project team member and daily rates of project team;
3. Details of the organisation and proposed project team – please include relevant experience and expertise and limit CVs to two pages per person;
4. Examples of relevant adaptation/CRA previous work;
5. At least two recent references with phone and email contact details;
6. Confirmation of adherence to C40's terms and conditions;
7. Any additional deliverables and/ or information relevant to this tender.

7.2 Financial Proposal

A financial proposal comprising of professional fees, reimbursable expenses and any other costs should be submitted in an appropriate format and in USD. **It should be kept in view that the budget for this RfP is capped at USD 60,000.**

7.3 Time Schedule

The proposal in response to this RfP is due no later than **12 August 2020**. Evaluation of the written response will occur between **17 – 19 August 2020**. This will be followed by a virtual meeting to discuss the project scope and the written response between **20 – 21 August 2020**. Based on the discussion, changes may be the CCRA RfP work is intended to commence on **24 August 2020**.

The consultant should respond to this time schedule and indicate in their proposal how they intend to organise the work for this purpose. The time schedule can be revised, as appropriate, according to the results of the scoping study.

7.4 Evaluation

Submissions will be evaluated against the following criteria:

Criteria	Weighting
Interpretation of brief and proposal for delivery	25%
Project management – ability to deliver outputs to time and quality	25%
Expertise and experience of project team	25%
Value for money	25%

7.5 Terms and conditions

C40 Cities Climate Leadership Group reserves the right to change or cancel the above requirements at any time, without incurring any liability towards any interested party and/or any obligation to inform any interested party of the grounds for its action. All costs incurred in connection with the submission of this RFP are non-refundable by C40 Cities Climate Leadership Group.

7.6 Contact

All questions related to this RFP should be directed by email to Emma Blunt (emblunt@c40.org).

8 ANNEX

Annex 1: Climate Action Planning Framework ([link](#))

Annex 2: C40 Climate Change Risk Assessment Guideline ([link](#))

Annex 3: C40s CV template

Annex 4: C40s Service Provider Agreement

Annex 3: C40s CV template

CURRICULUM VITAE (CV) TEMPLATE FOR PROPOSED PROFESSIONAL STAFF

- 1 **Proposed Position** *[only one candidate shall be nominated for each position]:*

- 2 **Name of Firm** *[Insert name of firm proposing the staff]:*

- 3 **Name of Staff** *[Insert full name]:*

- 4 **Date of Birth:**

- 5 **Nationality:**

- 6 **Education** *[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]:*

- 7 **Membership of Professional Associations:**

- 8 **Other Training** *[Indicate significant training since degrees under 5 - Education were obtained]:*

- 9 **Countries of Work Experience:** *[List countries where staff has worked in the last ten years]:*

- 10 **Languages** *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:*

- 11 **Employment Record** *[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:*

From [Year] to [Year]:

Employer:

Positions held:

12 Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to fulfill the requirements specified in this tender]

Name of assignment or project:

Year:

Location:

Client:

Main project features:

Positions held:

Activities performed:

Annex 4: C40s 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] 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. 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 (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.

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. 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.

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). Nothing in this provision is intended to affect the Service Provider's ability to give commentary in the academic context.

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]

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}

