



LAGOS STATE GOVERNMENT
Ministry of the Environment & Water Resources
...commitment to sustainable environment.



Request for Proposals

Graphic Design Services for Lagos State Government's Climate Change Action Plan

27 October 2020

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 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.

1.2 The Paris Agreement

In 2016, nations ratified a global agreement on climate change, the Paris Agreement, committing to ambitious efforts to keep global average temperature rise to well below 2°C above preindustrial levels, and to pursue efforts to limit temperature rise to 1.5°C. The Paris Agreement also commits to increasing the resilience of countries to the impacts of climate change.

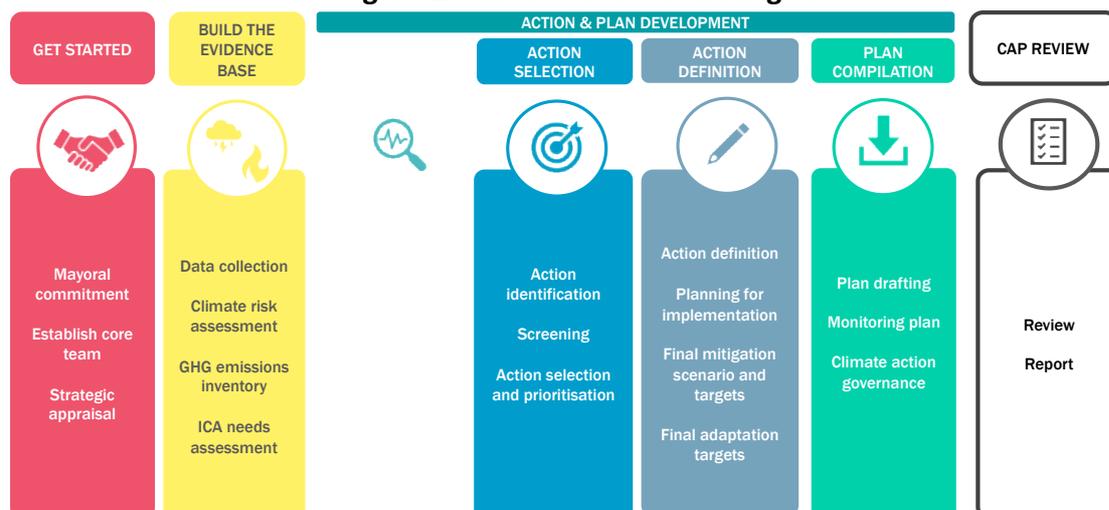
Delivering on the objectives of the Paris Agreement will require all C40 cities to take transformational actions to reduce vehicular emissions, improve building energy efficiency, increase the supply of green energy, reduce waste and change consumption patterns, while strengthening the ability to deal with the impacts of climate change through adaptation. In order to be effective and supported this low-carbon transition will also need to be equitable.

1.3 C40 Climate Action Planning Programme

Our aim is for every C40 city to have developed and begun implementing a climate action plan before the end of 2020 or early in 2021, which will deliver action consistent with the objectives of the Paris Agreement. A climate action plan should address the need to reduce GHG emissions, adapt to the impacts of climate change and deliver wider social, environmental, and economic benefits.

C40's Climate Action Planning Programme is designed to help cities develop or update their climate action plans in line with the objectives of the Paris Agreement, and consists of several stages:

Figure 1. Climate Action Planning Process



A more detailed overview of C40’s Climate Action Planning Programme is provided here: <https://resourcecentre.c40.org/what-we-offer>

2 Overview of Climate Action in Lagos

The determination of Lagos State Government to mainstream climate change into its development stream was established in the Lagos State Climate Change Policy 2012 – 2014 and has amply been demonstrated through the organization of International Summits on Climate Change on an annual basis for 7 consecutive years. Communiqués that emanated from each of the Summits have outlined a number of initiatives and interventions need to be developed and implemented to make the State more climate resilient and to reduce its vulnerability to the impacts of climate change. After five communiqués, the State decided to integrate the recommendations into the Lagos State Climate Action Plan 2014 – 2020.

As this first plan of action was developed before the Paris Climate Agreement came into effect in 2016, and given that the plan expires in 2020, the State Government in the year 2018 signed up to Deadline 2020 of C40 Cities, committing to developing and implementing an inclusive, ambitious and 1.5°C-compliant Climate Action Plan by the year 2020.

To date, Lagos State has completed a greenhouse gas inventory and projected emissions to 2050, prioritized actions, and a climate risk assessment is currently underway. The Climate Action Planning process is spearheaded by the Climate Change Department within the Ministry of Environment and Water Resources, working with key sectoral agencies (transport, waste, energy, buildings, drainage, among other sectors)

3 Scope of Services

A suitably qualified service provider is required to:

- brand, design, layout and edit the Lagos State Government’s Climate Change Action Plan. The service provider will be required to convert large amounts of information into **infographics** as part of the design process.

The beneficiary of this support is Lagos State Government, specifically the Climate Change and Environmental Planning Department within the Ministry of the Environment and Water Resources, which is leading the climate action planning process. The Public Relations Office (PRO) is also a key stakeholder to assist with disseminating the CAP messaging across the Government’s communications channels.

4 Deliverables

4.1 Deliverable A *Branding and “localizing” design identity*

This discovery phase should facilitate several in-person engagements with the Climate Change and Environmental Planning Department, and the PRO (as needed), to consultatively develop a branding identity that localizes the climate change message and promotes a local Lagosian and/or Nigerian brand identity. The goal is to convey the urgency of climate change and inspire climate action by government, businesses and citizens, while maintaining the look and feel of an official document of the government.

The output will include, inter alia: logo, typography, colour palette, watermarking using local designs, and other on-brand supporting graphics (e.g. design assets, icons, etc.). The branding identity document should identify the types of photographs to feature in the CAP and source photos, identify content to visualize into infographics, and include messaging agreed by key stakeholders.

The successful candidate should plan for two (2) iterations in order to address feedback in the branding identity.

Activity	Develop a “localized” Lagos CAP branding identity
Time estimated	5 days
Indicative timeline	December – January 2020
Output	1) CAP branding and localized design identity

4.2 Deliverable B *Design and layout of the Climate Action Plan*

This activity involves designing the front and back covers (outside and inside) and eighty (80) pages which will be in portrait (final size) in full colour with infographics (to be designed by the successful firm) and images (high resolution) and final text supplied by the city. The activity includes **synthesizing large amounts of information into clear and accessible infographics** to promote access to the information on climate change.

The consultant will work closely with the Climate Change Department – iteratively working to develop infographics.

The Plan’s design and layout should be accessible to a diverse audience yet informative. Colour coding and use of icons should be employed to aid policymakers and the public with easy interpretation and referencing of the Plan.

Activity	Design and layout of the Climate Action Plan
Time estimated	15 days
Indicative timeline	February 2021

Output	2) Layout for the approximately 80-page CAP
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4.2 Deliverable C *Editing and review*

Following circulation of the draft output, this activity involves editing and reviewing the draft output to respond to the feedback received from the various parties. The successful candidate should plan for at least five (5) iterations in order to address all feedback in the final Climate Action Plan. The financial proposal should cost out additional review rounds, in case this is required to arrive at the final document.

Activity	Editing and review
Time estimated	10 days
Indicative timeline	March 2021
Output	3) Final Lagos Climate Action Plan

4.2 Deliverable E *Electronic files*

This activity involves preparing a ready-for-print electronic version of the CAP, separating the infographics/diagrams in the CAP as standalone files, as well as an editable final Design Package. The editable files should be compatible with In-Design or Coreldraw-software.

Prior to finalization, it is required that the Climate Change and Environmental Planning Department and C40 approve the final design and layout.

Activity	Electronic files
Time estimated	1 day
Indicative timeline	April 2021
Output	4) Ready-for-print document 5) Editable design package (CAP and infographics) compatible with In-Design or Coreldraw

5 Project specification

6.1 Programme Management

The C40 City Advisor to Lagos will be the day-to-day liaison. The successful bidder will be expected to foster close and constructive working relations. All interim deliverables and change requests will need to be approved by the project manager and C40 prior to sign-off/payment.

6.2 Language

The Lagos State Government's Climate Action Plan will be published in English only.

6.3 Documentation

All outputs should be provided in an editable and portable document format, compatible with standard computer software. Editing, formatting and presentation of electronic files should be of a consistent, professional and publishable standard. All documentation to be

shared with cities or other external partners should only feature specified name and logo; successful bidders may not use their own name(s) or logo(s) except with prior written permission. All project deliverables, reports and documentation, content and intellectual property will be owned by C40 and the Lagos State Government.

7 Proposal

7.1 Submission details

Submissions should include:

- A work proposal and Gantt chart outlining how the products can be delivered on time and to the expected standard, and how the bidder proposes to include the Lagos Climate Change and Environmental Planning Department and C40 in design & delivery;
- Whether the firm can provide the photographs for the document or will rely on stock images or photos from Lagos State Government;
- Details of the organisation and proposed project team – including relevant experience related to climate change/impact-oriented work, infographics and design;
- A full, detailed cost breakdown for each of the deliverables, to a maximum of USD 6,000 or ₦ 2,250,000 (inclusive of all applicable taxes), specifying hours allocated to tasks per project team member and daily rates of project team members;
- At least 2 portfolio examples, and 2 recent references with phone and email contact information;
- Confirmation of adherence to C40's terms and conditions (Annex 1); and
- Any other information relevant to this tender.

If bidders form a consortium, a lead bidder should be nominated and roles and responsibilities between the different entities should be clearly and transparently presented.

7.2 Submission instructions and deadline

A tender in response to this request for proposal should be submitted no later than **Monday 23 November 2020 at 12 noon GMT** to Emma Blunt, Measurement & Planning, at eblunt@c40.org.

7.3 Evaluation

Submissions will be evaluated against the following criteria:

Criteria	Weighting
Interpretation of brief and proposal for delivery	30%
Project management – ability to deliver outputs to time and quality	20%
Expertise and experience of project team	20%
Value for money	30%

7.4 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.

7.5 Contact

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

8 Appendix / Appendices

- C40's Standard Service Provider Agreement

ANNEX 1.

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (this “Agreement”), is dated as of [] (the “Effective Date”), by and between C40 CITIES CLIMATE LEADERSHIP GROUP, INC., a Delaware non-profit corporation (“C40”), and [] having its principal place of business at [] (“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].¹

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

¹Included if C40 will reimburse expenses.

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.

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.]²

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.

²Included if C40 needs to give SP trademark license to perform Services.

(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.]³

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.]⁴

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.

³ Included only in the case of outsourcing services.

⁴ Only included if service provider is an academic or scientific institution.

(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}

