



Request for Proposal

**Outcomes Assessment Analysis and Report  
for Women4Climate Programme**

July 1, 2022

**Foreningen C40 Cities Climate Leadership Denmark**

**Frederiksholms Kanal 30,**

**st. mf., 1220**

**København K**

# **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 to create resilient, sustainable and low carbon cities. 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.

## **2 About the Inclusive Climate action programme and the Women4Climate initiative**

C40s Inclusive Climate Action (ICA) Programme focuses on supporting mayors and cities to ensure local climate policies and initiatives are designed in an inclusive way and have equitable impacts, as a way to make the case for bold climate action and maximise its benefits across urban populations. The programme aims at delivering leadership and advocacy support, technical and strategic assistance, training and peer-to-peer exchange on assessing and understanding the wider benefits of climate action; increasing capacity to engage inhabitants and stakeholders; designing inclusive and just climate strategies.

C40 contributes to the emergence of the next generation of climate leaders by sharing knowledge and experiences through the Women4Climate programme that combines mentoring, training and networking opportunities for women in cities.

Women4Climate is a joint initiative of C40 Cities and the L'Oréal Foundation in which women from C40 cities can develop and implement actions inspired by the "think local, act global" philosophy. The mentorship programme supports cities in engaging with resident women to accelerate women-led local climate projects and solutions that contribute to the city climate priorities and action plans. It matches committed leaders from the public and private sector, international organisations and members of civil

society with emerging female leaders at various stages in developing their climate projects and solutions. The selected projects are aimed at adapting to or mitigating the effects of climate change, aligning with their city's climate objectives and to the C40 declarations<sup>1</sup> and fostering inclusion and equity. Successful projects put under-represented communities at the heart of climate action and ensure just and inclusive outcomes for all citizens.

By emphasising the inextricable link between climate change and the achievement of gender justice and equality, the Women4Climate programme aims to help cities deliver ambitious and inclusive climate action.

Since 2020, Women4Climate offer to the programme recipients monthly bespoke remote training sessions to support the development of diverse skills and knowledge of women working in the field of climate action. Training sessions included: being a leader of change, design thinking and creative problem-solving for climate change, exploring gender and intersecting inequalities in addressing climate change, creative leadership, impact measurement, systems change, imaginative leadership, feminist leadership, working with policy makers, pitch practice, and overcoming entrenched resistance. It also organises bi-monthly remote peer-to-peer networking sessions with women part of the programme joining from all over the world to share their project's developments and challenges.

In 2021, to support women climate leaders beyond the scope of the mentorship programme, C40 in partnership with CARE France and Columbia University Climate School, has launched a 4 weeks massive open online course: [Developing Skills for Women leadership in Climate Action](#).

In parallel, two editions of the [Women4Climate Tech Challenge](#), an international contest open to women designing innovative, climate-focused tech solutions, have been operated by C40 in partnership with Autodesk in 2018 and the Velux Group in 2020. The goal of the Tech Challenge was to promote, experiment, and implement women-led climate innovation in C40 cities. It has provided the winners with support and acceleration from C40 & partners and the opportunity to pilot solutions in C40 cities, including 10.000\$ to support the experimental phase of the project in each city.

Lastly, in order to support C40 member cities in considering the gendered impacts of climate change, as well as the potential action to prevent and overcome such impacts in cities through targeted climate action, C40 has advanced a research and capacity building workstream and:

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<sup>1</sup> **C40 Declarations:** [Net Zero Carbon Buildings](#), [Advancing Towards Zero Waste](#), [Green & Healthy Streets](#), [Good Food Cities](#), [Clean Air Cities](#) and [Divest/Invest](#) and the [Equity Pledge](#)

- published the [Gender Inclusive Climate Action in Cities](#) report in 2019 published a series of [case studies](#) in 2021 and
- a modifiable online course of about 2 full days (closed access) to build or increase the capacity of city officials to understand and incorporate gender considerations in their climate action planning and delivery.

## 2.1 Background of this project

Since the launch of the programme in 2017, 33 Women4Climate mentorship programmes have been launched in 21 cities (cities have been launching more than one annual programme over the years) to empower more than 370 women, if we only count the mentees.

The cities engaged in the programme have been adapting the Women4Climate framework to their local context and to the specific needs expressed by the women selected in the programme. Cities also have different ways in which they operate the programme locally: some have included local partners and university to reinforce the training stream of the programme, others have enhanced the networking opportunities by including multiple mentors, city officials and meetings with the mayor.

The impact of gender empowerment solutions is hard to measure. In fact, mentees have differentiated experiences and journeys with their mentors. This leads to a diverse appreciation and assessment of their empowerment progress through the mentorship programme. This, combined with the opportunity provided to cities to adapt the mentorship programme implementation to the local needs, prevents the collection of sufficient data beyond the overall assessment of the programme's progress through the lens of Key Performance Indicators (KPIs).

Measuring the empowerment of mentees should include an assessment of their power and agency at three different and interconnected levels: personal, relational and environmental<sup>2</sup>. Personal empowerment refers to changes in the way mentees perceive themselves and their role in society. Indicators could measure the improvement of mentees' self-confidence. Relational empowerment focuses on the power relations within the mentee's surrounding network. The environmental level refers to the capacity of mentees to generate changes in their wider environment, by influencing social norms, policy and legislative frameworks.

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<sup>2</sup> Lombardini, S. ; Bowman, K. ; Garwood, R. 2017. [‘A ‘How To’ Guide to Measuring Women’s Empowerment’](#). Oxfam GB.

To assess the future programme development and consider how the support provided to mentees and cities could evolve, C40 and the L'Oréal Foundation are aiming at assessing the programme outcomes, looking back at the 5 years of activities: how it benefits the cities and the women engaged in the programme (mentees and mentors), and how it is positioned and ranks in comparison to similar mentorship schemes offered to women in the climate space and what makes it unique.

## 2.2 Objectives of request for proposal

C40 is seeking consultancy services to support the impact assessment analysis of the Women4Climate programme.

Providers should be presenting a methodology and a work plan that includes: desktop research, data collection, data analysis, reporting and recommendations, as well as live presentations to the C40 and the L'Oréal Foundation management.

It is paramount that providers include both in their methodology and in their work plan an allocated time to connect with the programme stakeholders to meet them remotely and consider to pilot the programme evaluation framework with them, ahead of the data and feedback collection.

Programme stakeholders encompass all programme recipients:

- cities points of contact (POCs) responsible for the local programme development and implementation
- women who have joined the programme as mentees
- women that have applied to the mentorship programme and haven't been selected
- women and men who have joined the programme as mentors
- local cities partners
- global partners C40 Women4Climate have engaged with
- programme managers and officers.

C40 staff can facilitate the connection with stakeholders.

The outcomes assessment should be able to measure what significant difference Women4Climate has made:

- **On the global scene**, since 2017, when Women4Climate was the only existing programme matching emerging climate leaders with experienced climate leaders, to today, where multiple online offers have been developed.
- **In the cities running the programme**: what benefits do they observe; why they run multiple mentorship editions; how they measure the

programme impact locally; how do they include/connect the programme with their climate policy work; how do they include/connect the programme with their gender policy work (if relevant); what other cities goals and policy targets do the programme help them meet (if relevant); what city needs were not met by the mentoring programme; what kind of support cities would like to be in the programme package;

- **For women (mentees and mentors)** participating in the mentorship programme: what benefits the programme had on the development of their climate projects (mentees only) and if it had any benefits on their professional growth; what actions are the most beneficial for the women engaged in the programme; which women profile benefits the most from the mentorship programme; what are the mentees/mentors needs that are not covered in the programme and that women would like to be in the programme package.

The outcomes assessment report should also include recommendations/suggestions for future support provided by Women4Climate to cities and to women in C40 cities and ways of defining, measuring and tracking KPIs to reinforce the programme reporting and better capture its outcomes on the medium and long term.

### 3 Deliverables

Providers should include a detailed workplan. This should include a breakdown of deliverables/activities and outputs (format of outputs eg. presentation or word doc), with summary descriptions of work required.

Each deliverable/activity should have associated with it, timelines, numbers of days required, key staff from the organisation and grade/level working on the project and budget/cost. A template example is provided below.

#### 3.1 Deliverables

<b>Activity 1</b>	Desk-based analysis on Women4Climate from the global to the local perspective
<b>Time estimated</b>	9 days circa
<b>Indicative Deadline</b>	<b>August 16 2022</b>
<b>Output</b>	(1) Concept note, including questions/request for clarification (2) PPT presentation - to be delivered on a call with C40 & L'Oréal Foundation

<b>Activity 2</b>	Methodology (including Engagement Strategy for stakeholders) and data collection approach, survey questions, topic guide or themes for workshops
<b>Time estimated</b>	13 days circa
<b>Indicative Deadline</b>	<b>August 23 2022</b>
<b>Output</b>	(3) Concept note including work plan, calendar and protocol for each contact (4) Questions for interviews/surveys/workshops/focus groups etc to be proposed and signed off before data collection (5) PPT presentation (specify format) - to be delivered on a call with C40 & L'Oréal Foundation

<b>Activity 3</b>	Data collection /field work
<b>Time estimated</b>	28 days circa
<b>Indicative Deadline</b>	<b>September 13 2022</b>
<b>Output</b>	(6) Concept Note and spreadsheet, including a Summary report (7) PPT presentation - to be delivered on a call with C40 & L'Oréal Foundation

<b>Activity 4</b>	Data analysis & Draft programme outcomes assessment report including recommendations/suggestions for future support provided by Women4Climate to cities and to women in C40 cities with the L'Oréal Foundation
<b>Time estimated</b>	37 days circa
<b>Indicative Deadline</b>	<b>September 26, 2022</b>
<b>Output</b>	(8) Concept note including main data analysis, highlight potential data gaps and suggestions for solutions (9) Draft report including suggested chapters and scopes, including recommendations (10) PPT presentation (specify format) - to be delivered on a call with C40 & L'Oréal Foundation

<b>Activity 5</b>	Final programme outcomes assessment report & presentation - internal
<b>Time estimated</b>	47 days circa
<b>Indicative Deadline</b>	<b>October 10, 2022</b>
<b>Output</b>	(11) Executive Summary with main findings and potential decisions to be highlighted for consideration (12) Full report including recommendations/suggestions for future support provided by Women4Climate to cities and to women in C40 cities with the L'Oréal Foundation (13) Draft PPT presentation of the report to be delivered on a call with C40 & L'Oréal Foundation

<b>Activity 6</b>	Report presentation to C40 and the L'Oréal Foundation management.
<b>Time estimated</b>	
<b>Indicative timeline</b>	October/November 2022 - TBD
<b>Output</b>	(14) Final PPT to be delivered to C40 & L'Oréal Foundation management & live presentation (or remote)

## 4 Budget

The available budget for this project is 35,000-45,000 US dollars inclusive of any taxes and expenses where applicable.

Therefore, all proposals must include proposed costs to complete the tasks described in the "Deliverables" session above, inclusive of any taxes and expenses where applicable.

Costs should be stated as one-time or non-recurring costs or monthly recurring costs. Pricing should be listed for each of the following items in accordance with the template below:

Task	Total Cost \$ (Per Task)	Staff Days (Per Task)

Staff Member	Role	Date rate \$	Total No. days
<i>Ex. Ms Clara Smith</i>	<i>Project Leader</i>	<i>\$100</i>	<i>5</i>

*Costs should be stated as one-time or recurring costs. C40 does not pay contractors more frequently than once per month.*

## 5 Project Specification

### 5.1 Programme Management

A Senior project manager from C40 will both oversee the project and be an active partner. The successful bidder will be expected to foster close and constructive working relations with the project manager. Regular



calls will be scheduled to monitor the progress of the Impact assessment and to ensure the inclusion of stakeholders.

All interim deliverables and change requests will need to be approved by the project manager, in consultation with the L'Oréal Foundation.

## 5.2 Language

All documents, activities, deliverables and presentations will be delivered in British English.

## 5.3 Documentation

All documentation should use C40 and Women4Climate templates (unless otherwise specified) and be provided in an editable and portable document format, compatible with computer software used by C40 and C40 cities. 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 C40's name and logo; successful bidders may not use their own name(s) or logo(s) except with prior written permission by C40. All project deliverables, reports and documentation, content and intellectual property will be owned by C40.

## 6 Proposal

### 6.1 Submission details

Submissions should include:

- 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 cities, C40 and the Women4Climate community;
- A full, detailed, cost breakdown for each of the deliverables, **inclusive of taxes** and hours allocated to tasks per project team member and daily rates of project team;
- Details of the organisation and proposed project team – please include relevant experience and expertise and limit CVs to two pages per person;
- Examples of relevant previous work;
- At least two recent references with phone and email contact details;
- Confirmation of adherence to C40's terms and conditions;
- Any additional deliverables and/ or information relevant to this tender

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 the C40 legal department and will include scope, budget, schedule and other necessary items pertaining to the project.

This work may be undertaken by an individual or a team. The team may consist of individuals from different organisations. All project team members must be included in the proposal. Appointed service providers shall not delegate, subcontractor assign all or any portion of the services to any third party.

## 6.2 Time schedule

A tender in response to this request for proposal should be submitted no later than **July 21, 2022, 10 am BST** to [smarcon@c40.org](mailto:smarcon@c40.org) Silvia Marcon, C40 ICA Head of Global Leadership and CC [women4climate@c40.org](mailto:women4climate@c40.org)

Any proposals received after this date and time will not be accepted and will be returned to the sender.

The tender evaluation will take place between **July 21 and August 1 2022**. If additional information or discussions are needed within this window, the bidder(s) will be notified. The selection decision for the winning bidder will be made no later than **August 2 2022**. Notifications to bidders who were not selected will be completed by **August 3 2022**.

**1 July 2022** - Publication and dissemination of RfP

**11 July 2022** - Deadline for questions about RfP

**13 July 2022** - Questions answered for all bidders

**21 July 2022, 10 am BST - Deadline for submission of proposal**

**2 August 2022** - Confirmation of winning proposal

**3 August 2022** - Notification to bidders who were not selected.

**26 September 2022** - The draft programme outcomes assessment report is delivered.

In case of delays, the timeline will change accordingly.

## 7 Equity, diversity and inclusion (ED&I)

Providers should confirm their adherence to C40's terms and conditions, including C40's Equity, Diversity and Inclusion [principles](#). If applicable, providers are encouraged to include their ED&I commitments in their application.

## 8. Evaluation

Submissions will be evaluated against the following criteria:

<b>Criteria</b>	<b>Weighting</b>
Expertise and experience of project team delivering similar projects for philanthropies/NGOs/development agencies	50 %
Interpretation of brief and proposal for delivery	30 %
Understanding of/experience working with community-based initiatives	10 %
Value for money	10 %

## **8. 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.

## **9. Contact**

All questions related to this RFP should be directed by email to [smarcon@c40.org](mailto:smarcon@c40.org) Silvia Marcon, C40 ICA Head of Global Leadership and CC [women4climate@c40.org](mailto:women4climate@c40.org)

## **10. Appendix / Appendices**

- C40's Standard Service Provider Agreement

## SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (this “Agreement”), is dated as of [REDACTED], (the “Effective Date”), by and between FORENINGEN C40 CITIES CLIMATE LEADERSHIP DENMARK CVR Number of 40708243 (“C40”), and [REDACTED], having an address of [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 Foreningen C40 Cities Climate Leadership Denmark, Frederiksholms Kanal 30, st. mf., 1220, with attention to C40 Finance and be delivered via electronic mail to: [finance@c40.org](mailto:finance@c40.org); *provided*, that if it is impracticable for Service Provider to deliver invoices via electronic mail, invoices may be mailed by post to the following address: Foreningen C40 Cities Climate Leadership Denmark, Frederiksholms Kanal 30, st. mf, 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, 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 all relevant obligatory insurances as requested by local law, including the local equivalents of employer's liability coverage, professional liability policy,

automobile liability policy, if applicable, 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:

Foreningen C40 Cities Climate Leadership Denmark  
Frederiksholms Kanal 30,  
st. mf., 1220  
København K,  
Denmark

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 Denmark. 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 courts in Denmark. 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.

FORENINGEN C40 CITIES CLIMATE LEADERSHIP  
DENMARK

By: \_\_\_\_\_  
Name:  
Title:

{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 FORENINGEN C40 CITIES CLIMATE LEADERSHIP DENMARK, 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}

FORENINGEN C40 CITIES CLIMATE LEADERSHIP DENMARK

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

Name:

Title:

{service provider name}

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

Name: {authorized signer name}

Title: {title of authorized signer}