

Request for Proposal (RFP)

Issued on March 8, 2023

Video Production for Events and Social Media Promotion

Framework Agreement

Ref.: GCA-PR-23-226

CLOSING DATE: Tuesday, April 5th, 2023

CLOSING TIME: NOT LATER THAN 16:00:00 o'clock p.m. CET (Central European Time)

PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME WILL BE REJECTED



**GLOBAL
CENTER ON
ADAPTATION**

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1. INTRODUCTION

1.1 Introduction to the Global Center on Adaptation (GCA)

The Global Center on Adaptation (GCA) is an international organization that works as a solutions broker to catalyze action and support for adaptation solutions, from the international to the local, in partnership with the public and private sector, to ensure we learn from each other and work together for a climate resilient future. Adapting to impacts of climate change provides a “win-win” for livelihoods, food security, water supply, health, security, and economic growth. The work of the GCA elevates the visibility and political importance of climate adaptation and facilitates solutions, such as smarter investments, new technologies and better planning to become more resilient to climate related threats. GCA is a rapidly growing organization with offices in Abidjan, Beijing, Dhaka, Groningen, and Rotterdam.

The GCA’s ambitious 2020-2025 business plan and strategy have three pillars:

- Programs: Food Security; Using Nature for more resilient infrastructure; Water for Urban Growth and Resilience; Climate Finance; Youth Leadership.
- Knowledge: Building adaptation knowledge globally through cutting edge products such as the State and Trends in Adaptation Report and the Adaptation Knowledge Portal.
- Advocacy and Awareness: Formulating policy messages to move the global, regional, and local adaptation agendas forward.

1.2 Introduction to the External Affairs Team

The Global Center on Adaptation (GCA) seeks the services of a maximum of three (3) video production agencies specializing in one or more of the types of high-impact videos listed below for our event and social media promotion needs:

1. High impact videos used to set the stage for high-level events.
2. Engaging and concise wrap up videos presenting key ideas and highlights from online events.
3. Videos explaining key adaptation concepts and profiling interesting adaptation solutions from across the globe.

1.3 Introduction to this Request for Proposals

1.3.1 Purpose of this Request for Proposals (RFP)

GCA is launching this RFP to solicit competitive proposals and select Service Providers (up to three) to enter into a Framework Agreement. The selection process aims to ensure that the final selected Service Providers are of the highest caliber professionally, technically and ethically to implement and execute the necessary services.

Procurement agency and contact information

This RFP is issued by the Global Center on Adaptation (GCA), Wilhelminakade 149C, 3072 AP Rotterdam, The Netherlands. The Global Center on Adaptation (GCA) is registered as a Foundation with the Dutch Chamber of Commerce under registration number 76050475.

Disclaimer

This RFP does not obligate GCA to award a contract or complete the project. GCA reserves the right to cancel the solicitation if it is considered to be in its best interest.

Eligibility of potential vendors

This tender is open to organizations worldwide. We welcome any interested parties to submit a proposal according to the details for eligibility presented in this document.

1.3.2 Information about the Framework Agreement

GCA intends to enter into a Framework Agreement for the procurement of the items with the specifications outlined in the schedules contained in this Solicitation Document, as required from time to time during the term of the Framework Agreement. GCA will not be committed to purchase any minimum quantity of these items, GCA shall not be liable for any cost in the event that no purchases are made under any resulting Framework Agreement.

The proposed Framework Agreement shall be valid for an initial period of one (1) Year, with a possible renewal for an additional period of two (2) Years (based on the satisfactory performance of the supplier) and on mutual agreement of both the GCA and the supplier.

The maximum financial envelope for the required period of services during the entire Framework Agreement period referred to herein, is estimated at EUR 180,000 (one hundred and eighty thousand Euros), being EUR 60,000 per supplier. Individual Call-off Orders will be priced based on the detailed Scope of Services for each project.

The services described in this Request for Proposals will operate and be implemented through an on-demand basis for services as and when required, within the terms of the Framework Agreement.

Under the provisions of this Request for Proposals, it is also highlighted that a Framework Agreement is not in itself a commitment to procure services. It states the general terms and conditions that would apply if GCA decides to place a Call-off Order in the future.

Purchases will be made against Call-off Orders to be issued by GCA in accordance with the terms and conditions of any resulting Framework Agreement. Actual quantities to be purchased will vary from Call-off Order to Call-off Order.

Any quantities outlined in this Solicitation Document, are an estimated forecast of the total requirement for the duration of the Framework Agreement. Any estimates are provided in good faith and shall not in any way be deemed to be a commitment on the part of GCA regarding any quantity for future purchases.

This Solicitation Document shall not be construed as an offer capable of being accepted or as creating any contractual, other legal rights. No binding Contract, or other understanding or arrangement, will exist between the Bidder and GCA and nothing in or in connection with this Solicitation Document shall give rise to any liability on the part of GCA unless and until a Framework Agreement and linked Call-off Order is signed by GCA and the successful Bidder.

The GCA is intending to award the Framework Agreement as per the following order:

1. The First Top Ranked Services Provider as a Primary Contractor
2. The Second Top Ranked Proponent as a Secondary Contractor.
3. The Third Top

Call-off Orders will be issued to the First Top Ranked Service Provider against their pricing list. Only, in the case that the Primary Contractor can not provide the services required, the GCA will be sending the Call-off Orders to the Secondary Contractor.

There will be no obligation for GGA to request or obligate itself to a minimum value of services during the duration of the Framework Agreement or obligate issuing a minimum number of Call-off Orders during the course of the Framework Agreement with the Service Provider/s.

The draft Framework Agreement including GCA's contractual terms and conditions is included as an Annex to the present RFP. GCA will not make any changes to the Framework Agreement after the current selection process, during the contract signature phase. Bidders are invited to submit any clarification request regarding the draft Framework Agreement during this consultation phase (refer to paragraph 2.5). Submission of a proposal implies acceptance of the conditions

stipulated in this Request for Proposal and the attached Draft Framework Agreement. These conditions will bind the Bidder to whom the contract is awarded for the performance of the contract.

1.3.3 Indicative Procedure Timetable

The timetable for the procurement process presented below is indicative and, while GCA does not intend to depart from the timetable, it reserves the right to do so at any time respecting the EU Procurement Regulations.

Estimated date	Activity
March 8, 2023	Contract notice dispatched to Devex and on GCA website
March 29, 2023	Deadline for sending a request for clarifications to GCA
April 5, 2023	Deadline for submission of proposals
April 6, 2023	Bid opening
by April 20, 2023 (indicative)	Evaluation of the proposals
April 21, 2023 (indicative)	Notification of the award and the evaluation results sent to Bidders
April 21, 2023	Signature of Framework Agreements

2. SUBMISSION AND OPENING OF PROPOSALS

2.1 Submission of the Proposal

If you are interested in participating in this "Request for Proposal", you are requested to submit your proposal no later than **Friday, April 5th, 2023, 16:00:00 p.m. CET (Central European Time)**.

Bidders are cautioned that the timing of submission is based on when the proposal is received by GCA, not when a proposal is submitted by a bidder. As transmission can be delayed due to file transfer size, transmission speed or other technical factors, bidders should plan to submit proposals well in advance of the Submission Deadline to avoid submitting late due to technical issues. Bidders submitting near the Submission Deadline do so at their own risk.

Proposals received after the closing date and time will be rejected.

Your proposal and all supporting documents must be sent in PDF format and must reach GCA at this email address: **procurement@gca.org** within the deadline stipulated above.

The proposal must be drafted **in English**. The email subject heading should be clearly marked with the following information:

“Request for Proposals: **Ref GCA-PR-23-226 – Video Production for Events and Social Media Promotion**”

Please adhere to the following instructions, unless otherwise provided in the relevant Bid Documents:

The Submission must be drafted in English and contain:

- Proposal Identification Form (Annex 1)
- A signed **Declaration of Honor** (Annex 2)
- A **Technical Proposal**: Shall contain the title “Technical Proposal” and supporting documentation, with clear and concise descriptions of your proposed actions to execute the Scope of Services and Deliverables (Annex 3). The Technical Proposal should **not exceed 10 pages** (excluding the CVs and company profile).
- A **Financial Proposal**: Shall contain the title “Financial Proposal Form” (Annex 4).
- Bids must be sent in two separate e-mails: One containing the Financial Proposal and one containing the Technical Proposal.
- Technical proposal must have the Reference **RFP-GCA-PR-23-226-TECHNICAL Proposal** in the "Subject" line of the e-mail. No other characters or spacing should be included in the Subject line.
- Financial proposal must have the Reference **RFP-GCA-PR-23-226-FINANCIAL Proposal** in the "Subject" line of the e-mail. No other characters or spacing should be included in the Subject line.
- Any and all financial information must **ONLY** be included in the Financial Proposal. No Financial proposals, quotes or any other related financial information should appear in the Technical Proposal.
- Proposals submitted by e-mail, which do not comply with these requirements, e.g. combining the financial and technical proposals in one submission or submitted in any way, other than outlined above, will be rejected.
- In case of a joint proposal, all the partners (except the lead partner) shall submit a **power of attorney**, signed by an authorized representative of each partner, designating the lead partner to represent them and to sign the contract on their behalf in relation to this call for proposals.

Late submissions will be excluded. Non-compliance with the above requirements regarding the presentation of the RFP may lead to the exclusion from the RFP process for this contract.

2.3 Signature of the Proposal

The signature of the authorized representative of the Bidder (single Bidder or lead partner in case of a joint proposal) in Annex 1 will be considered as the signature of the proposal, binding the Bidder to the terms included in the proposal.

2.4 Validity of the Proposal

The proposal must be valid for the period of 120 (one hundred and twenty) days from the deadline of proposals as indicated in Section 2.1. The Bidder shall provide a statement confirming the period of validity of its proposal in the “Administrative Section”.

2.5 Communication during the Tendering Process

The point of contact for all questions or requests for additional information is procurement@gca.org. All contact with personnel employed by GCA with respect to this RFP shall be prohibited, except for messages to the above email address. Improper contact may constitute grounds for rejection of your proposal. All inquiries regarding this RFP must be submitted in writing. Interest to bid and questions shall be sent to the above email address before the date mentioned in the timeline and must be labelled “Clarification request - Ref GCA-PR-23-226 – Video Production for Events and Social Media Promotion”. Each inquiry must include the inquirer’s name, firm and telephone number. GCA will share the answers to all questions of a reasonable nature with the parties that have expressed their interest.

Clarifications by GCA will be communicated, in a suitably anonymous form, to all Bidders on the GCA website and Devex. No approach of any kind in connection with this request for proposal should be made to any other person within, or associated with, GCA. Failure to adhere to this requirement may result in exclusion from this Call for Proposals. Please note that GCA will not enter into a detailed discussion on the requested services at this stage.

The closing date for clarifications concerning this Call for Proposals is **March 29, 2023, 16:00:00 p.m. CET (Central European Time)**.

Bidders are cautioned that the timing of submitting a clarification is based on when the proposal is received by the GCA, not when a clarification is submitted by a bidder. As transmission can be delayed to file transfer size, transmission speed or other technical factors, bidders should plan to submit clarifications well in advance of the Clarification Deadline to avoid submitting late due to technical issues. Bidders submitting near the Clarification Deadline do so at their own risk.

All clarifications from each Bidder must be placed in one consolidated request.

2.6 Bid Opening and Evaluation of Proposals

The proposals received will be opened strictly by the Evaluation Committee, in line with the Bid opening schedule as indicated in Section 1.3.3. The evaluation of proposals will follow the procedure described in Section 5.

2.7 Proposal Presentations and Interviews

GCA may request all Bidders who have passed the Selection Criteria stated in Section 5.2 of this Call for Proposals to present their proposals to the GCA Evaluation Committee by video link or online meeting. Further details will be communicated to invited short-listed Bidders closer to the time if required by GCA.

3. SCOPE OF SERVICES

Within the current Request for Proposal, bidders are requested to provide a comprehensive response to GCA's requirements, in the "Technical Section" of their submission (see the section related to the Content of the Proposal), to demonstrate their understanding of GCA's work and their technical capacity to implement the activities outlined in the Scope of Services (Annex 3).

The Scope of Services presented in Annex 3 is then to be fulfilled only within the Framework Agreement, each assignment being awarded to one of the awarded bidders via a Call-off Order.

4. JOINT PROPOSALS AND SUBCONTRACTING

A Bidder may submit a proposal as a single entity or collaborate with other Service Providers to present a proposal either by submitting a joint proposal or through subcontracting. Proposals may also combine both approaches. The legal status and role of each legal entity shall be clearly described in the proposal.

5. ASSESSMENT OF PROPOSALS AND BIDDERS

The assessment of Bidders and proposals will be done in accordance with the following subsequent steps:

- Verification that the Bidder fulfils the Eligibility Criteria in Section 5.1 and that it is not in one of the situations covered by the exclusion criteria listed in EU Directive 2014/24/EU.
- Verification that the Bidder has the appropriate capacities to perform the contract on the basis of the Selection Criteria described in Section 5.2 (only for those Bidders that were not excluded on the basis of the exclusion criteria).
- Assessment of the Bidder on the basis of the Award Criteria described in Section 5.3 (only for those Bidders that have met the Selection Criteria).

The proposal must comply with the GCA strategic requirements set in this Call for Proposals as a precondition to be assessed. In a case of non-compliance with the Eligibility criteria, the Bidder

will be informed of the grounds for rejection without being given feedback on the content of the proposal other than on the non-compliant elements.

5.1 Eligibility Criteria

Participation in this Call for Proposals is open on equal terms to any natural and legal companies not in any of the situations listed in Article 57 of the EU Directive 2014/24/EU.

Bidders shall provide a Declaration of Honor (see Annex 2), duly signed and dated, including a statement that they are not in any of the situations listed in Article 57 of EU Directive 2014/24/EU. In case of a joint proposal such declaration shall be submitted for each partner. The declaration shall also be submitted for the subcontractors, when relevant.

Besides the submission of the signed Declaration of Honor, the Bidder undertakes to inform GCA, without delay, of any changes to his situation in this regard.

Bidders may be excluded from participation in this Call for Proposals if they are found to be in one of the situations for exclusion or fail to submit the above-mentioned declaration.

5.2 Selection Criteria

Bidders will be evaluated against each selection criterion on the basis of the documentary evidence submitted by the Bidder. Failure to submit the evidence requested will lead to a rejection of the proposal. Bidders will be evaluated with a view of either passing or failing the Selection Criteria. Bidders who meet the Selection Criteria will be put on an equal footing for the next stage of the evaluation process on the basis of the Award Criteria.

The Bidders who do not meet all the Selection Criteria will not have their proposals further evaluated on the basis of the Award Criteria.

5.3 Award Criteria

Applications will be rated on both technical and financial submissions, using the best value for money approach. The selection method will choose the highest rated proposal using the combined scoring method, which assigns the weight distribution between the technical and financial proposals. The overall combined score will be 100 points, the weight distribution shall be 70% for the technical score and 30% for the financial score.

It is important to note that the minimum cumulative score (threshold) for the Technical Proposal is 50%. Only applications obtaining a minimum of 35 points in the Technical Evaluation will be progressing to the Financial Evaluation.

Technical Proposals scoring less than 50% will be considered of insufficient quality and will be rejected.

The contract shall be awarded to the top ranked 3 bidders who have submitted the most economically advantageous tender based on the best price quality ratio in accordance with the following criteria:

Award criterion	Maximum score	Minimum score/ Threshold
Technical award criteria (quality of the proposal), including the following sub-criteria:	70	35
<ul style="list-style-type: none"> • Suitability of proposal in responding to GCA's needs and offering proactive solutions to potential communications challenges facing GCA in relation to creative video production and dissemination. 	15	7.5
<ul style="list-style-type: none"> • Experience working with partners in the international and governmental domains, in particular high-profile institutions such as UN agencies, multilateral development banks, and international organizations to deliver high quality video content, in particular: <ul style="list-style-type: none"> ○ Scene-setting videos for high-level events, such as conferences of UN agencies, multilateral development banks, and international organizations ○ Engaging and concise wrap up videos presenting key ideas and highlights from online events ○ Videos explaining key adaptation concepts and profiling interesting adaptation solutions from across the globe 	30	15
<ul style="list-style-type: none"> • Experience delivering high impact, creative videos optimized for social media dissemination related to climate change, climate action, or social environmental causes. • Provide three (3) references from clients who have obtained similar services to those requested in the RFP in the last five (5) years. 	15	7.5
<ul style="list-style-type: none"> • Management approach to tasks required, ability to execute best practices to enhance results, and proven skills to manage, monitor and steer a diverse portfolio of case studies towards timely achievement of results within budget. 	10	5
Price	30	
Total	100	

Bids scoring less than the minimum score for any technical award criterion will be considered of insufficient quality and rejected.

For the purposes of the evaluation of the Financial Proposal, the bidder offering the lowest price shall receive the maximum total score, of 30 points. The score of all other proposals will be calculated using the following formula:

$$\text{Score} = (\text{Lowest bid} / \text{Current bid}) \times \text{Maximum points to be awarded}$$

Should more than 3 proposals obtain the minimum required scores in all criteria, GCA will award Framework Agreements to the best three Bidders, based on the total score.

After careful scoring of each bidder's qualification, proposal and conditions, GCA will make the final award decision. The decision will be communicated by email to all bidders.

5.4. Content of the Technical Proposal

The assessment of the technical quality will be based on the ability of the Bidder to meet the purpose of the framework agreement and fulfill the Scope of Services (Annex 3). To this end, the Technical Proposal shall clearly contain the following information, to allow evaluation of their offer according to the technical award criteria stated in the Award Criteria (Section 5.3):

Technical Proposal Appendixes: should include at least the following mandatory requirements:

- Company profile including list of clients with contacts for obtaining a reference. The company could also include available reference letters.
- Summary table showcasing reference projects (including links to sample videos) and demonstrating the bidder's technical, regional and sectorial experience relevant for the Scope of Services. For each project listed, the Technical proposal must clearly state at least the bidder's contribution to the project, the project's outcome, and which field of experience the project illustrates.
- Organogram with name and role of each team member.
- Summary table that demonstrates that the qualifications and experience of each team member match the technical capacity and skills requirements as described in Section 6 of the Scope of Services.
- Tailored CVs of the team proposed to perform and provide the services.

6. ADDITIONAL PROVISIONS

- Changes to proposals will be accepted only if they are received before the final date set for the receipt of proposals.
- GCA will not reimburse any costs incurred by Bidders in connection with preparation and submission of their responses to this open call for proposals.

- No information of any kind will be given on the state of progress with regard to the evaluation of proposals.
- GCA reserves the right to cancel the tendering procedure at any point. GCA shall not be liable for any compensation with respect to Bidders whose proposals have not been accepted. Nor shall it be so liable if it decides not to award the contract.
- Direct or indirect canvassing of any GCA employee by a Bidder concerning this Call for Tender or any attempt to obtain unfair advantage from any GCA employee, may result in the disqualification of the Bidder from consideration for this call for proposals.
- GCA is concerned about avoiding conflicts of interest. Bidders should note that GCA reserves the right to disqualify Bidders where there is an actual or potential conflict of interest.
- Any document submitted in reply to this call for proposals will become the property of GCA and shall be considered confidential.

ANNEX 1: PROPOSAL IDENTIFICATION FORM

Request for Proposal for Video Production for Events and Social Media Promotion

IDENTIFICATION OF BIDDER	
Name	
Legal Form	
Date of Registration	
Country of Registration	
Registration Number	
VAT Number	
Address	
E-mail	
Authorized representative(s)	

CONTACT POINT FOR THIS CALL FOR TENDER	
Name	
Position	
Company	
Telephone Number	
E-mail	

SIGNATURE OF PROPOSAL	
<p><i>I, the undersigned, confirm</i></p> <p><input type="checkbox"/> <i>the acceptance of the conditions in the Request for Proposal</i></p> <p><input type="checkbox"/> <i>the acceptance of the Framework Agreement in its entirety and without reservation.</i></p> <p><input type="checkbox"/> <i>that the period of validity of my proposal is a hundred and twenty (120) days from the deadline of this Request for Proposal.</i></p> <p><input type="checkbox"/> <i>the compliance with the requirements relating to the Scope of Services as defined in Annex 3 of the Call for Tender, and</i></p> <p><input type="checkbox"/> <i>that the information given in this proposal is correct and that the proposal is valid for the period specified in Section 2.3. of the Call for Tenders</i></p>	
Place and Date	
Signature	
Full Name	

ANNEX 2: DECLARATION OF HONOR REGARDING EXCLUSION CRITERIA

Declaration of honor

The undersigned [*insert name of the signatory of this form*], representing:

Full official name:

Official legal form:

Statutory registration number:

Full official address:

VAT registration number:

(‘the **Organization**’)

I – SITUATION OF EXCLUSION

	YES	NO
(1) declares that the above-mentioned Organization is in one of the following situations;		
(a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure;		
(b) it has been established by a final judgement or a final administrative decision that the Organization is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;		
(c) it has been established by a final judgement or a final administrative decision that the Organization is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the Organization belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement;		
(ii) entering into agreement with other parties with the aim of distorting competition;		

(iii) violating intellectual property rights;		
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;		
(v) attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;		
(d) it has been established by a final judgement that the Organization is guilty of any of the following:		
(i) fraud, as defined in applicable laws and regulations;		
(ii) corruption, as defined in applicable laws and regulations;		
(iii) conduct related to a criminal organization;		
(iv) money laundering or terrorist financing, as defined in applicable laws and regulations;		
(v) terrorist offences or offences linked to terrorist activities, or inciting, aiding, abetting or attempting to commit such offences;		
(vi) child labor or other offences concerning trafficking in human beings as defined in applicable laws and regulations;		
(e) it has been established by a final judgment or final administrative decision that the Organization has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration or principal place of business.		

II – SITUATION OF EXCLUSION CONCERNING NATURAL OF LEGAL PERSON WITH POWER OF REPRESENTATION, DECISION-MAKING OR CONTROL OVER THE LEGAL ORGANIZATION AND BENEFICIAL OWNERS

(2) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the Organization, or who has powers of representation, decision or control with regard to the above-mentioned Organization (this covers e.g. company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct);			

Situation (d) above (fraud, corruption or other criminal offence);			
Situation (e) above (creation of an entity with the intent to circumvent legal obligations).			

III – REMEDIAL MEASURES

If the Organization declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organizational and personnel measures to prevent further occurrence, compensation of damage or payment of fines or of any taxes or social security contributions. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration. This does not apply for situations referred in point (d) of this declaration.

IV – EVIDENCE UPON REQUEST

Upon request the Organization must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners. It must also upon request provide production of recent certificates issued by the competent authorities and/or a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the Organization showing that those requirements are satisfied.

V – SELECTION CRITERIA

(3) declares that the above-mentioned Organization complies with the following selection criteria:	YES	NO	N/A
(a) It has the legal and regulatory capacity to pursue the professional activity needed for performing the Services;			
(b) It fulfils the applicable technical and professional criteria necessary for providing the Services.			

VI – FINAL

The signatory declares that the above-mentioned Organization has truthfully provided the information herein. The signatory declares that the Organization is not in any of the situations listed in Article 57 of EU Directive 2014/24/EU.

The above-mentioned Organization shall immediately inform the contracting authority of any changes in the situations as declared.

The above-mentioned Organization may be subject to rejection from the contracting or selection procedure and to legal claims if any of the declarations or information provided as a condition for contracting with GCA prove to be false.

Full name:

Date:

Signature:

ANNEX 3: SCOPE OF SERVICES AND CORE SKILLS REQUIRED

1. Background information

The Global Center on Adaptation (GCA) seeks the services of a maximum of three (3) video production agencies specializing in one or more of the types of high-impact videos listed below for our event and social media promotion needs:

1. **High impact videos used to set the stage for high-level events.** Videos will include visually compelling footage depicting people and places in regions of particular focus for the GCA, including Africa, the Middle East and South Asia. Videos will consist of footage depicting the impacts of climate change; the tools and approaches to adapt to these impacts (e.g. agriculture, infrastructure, climate finance, and youth entrepreneurship), and profiling the political leadership and initiatives supporting these efforts. As an example, see this [opening video](#), which set the stage for the high-level Africa Adaptation Summit.
2. **Engaging and concise wrap up videos presenting key ideas and highlights from online events.** Videos will consist of talking heads footage from the online events interspersed with visually compelling footage bringing the solutions and approaches highlighted by speakers to life. As an example, see this [video tailored to social media](#), which presents highlights from an online knowledge exchange.
3. **Videos explaining key adaptation concepts and profiling interesting adaptation solutions from across the globe.** Videos will consist of stock footage, GCA's b-roll footage, and footage sourced from relevant news and international organizations. As an example, see this [video](#) highlighting how wetlands are critical for adapting to climate change.

The selected companies will work in close collaboration with the External Affairs team and liaise with various teams within GCA requiring video production services.

DELIVERABLES

Please see the deliverables for each category of videos described below:

1. **High impact videos used to set the stage for high-level events.**
 - 10 or more videos, no longer than 3 minutes, to be delivered throughout the year as events are scheduled (or until the contract amount is exhausted).
 - Videos will consist of talking head videos and stock footage. While GCA will provide some footage, the supplier will also be expected to source additional footage and music (this should be included in the bid price).

- Videos require a non-computer-generated voiceover (this should likewise be included in the bid price) using voice talents and music appropriate to the region/audience the events are focused on.
- GCA will provide a basic storyboard, which may be improved upon by the video production agency's scriptwriters.
- Videos must include captions in English and graphic-design elements to reinforce key messages. Should captions in other languages be required, GCA will provide the translated captions, to be added to the video by the video production agency.
- Each video must be delivered in the following formats:
 - 16:9 aspect ratio, mp4, to be used during events
 - 1:1 aspect ratio, mp4, to be used on GCA's social media platforms

2. Engaging and concise wrap up videos presenting key ideas and highlights from online events.

- 10 or more videos, no longer than 2 minutes, to be delivered throughout the year as events are scheduled (or until the contract amount is exhausted).
- Videos will consist of talking head videos and stock footage. While GCA will provide some footage, the supplier will also be expected to source additional footage and music (this should be included in the bid price).
- Videos must include captions in English and graphic-design elements to reinforce key messages. Should captions in other languages be required, GCA will provide the translated captions, to be added to the video by the video production agency.
- Each video must be delivered in the following formats:
 - 1:1 aspect ratio, mp4, to be used on Twitter, Facebook and LinkedIn
 - 9:16 aspect ratio, mp4, to be used on Instagram and TikTok

3. Videos explaining key adaptation concepts and profiling interesting adaptation solutions from across the globe.

- 10 or more videos, no longer than 2 minutes, to be delivered monthly.
- Videos will consist of talking head videos and stock footage. While GCA will provide some footage, the supplier will also be expected to source additional footage and music (this should be included in the bid price).
- Videos must include captions in English and graphic-design elements to reinforce key messages. Should captions in other languages be required, GCA will provide the translated captions, to be added to the video by the video production agency.
- Each video must be delivered in the following formats:
 - 1:1 aspect ratio, mp4, to be used on Twitter, Facebook and LinkedIn
 - 9:16 aspect ratio, mp4, to be used on Instagram and TikTok

ANNEX 4: FINANCIAL PROPOSAL FORM

Bidders are required to complete Annex 3: Financial Proposal Form

No other forms are accepted by the GCA

Failure to submit the Financial Proposal using Annex 3 form is deemed to be Non-Compliant and the Bidder's Financial Proposal will not be considered for further evaluation.

Line Item	Type of Video to be produce	Unit Measurement	of	Price per minute	Total Price per Minute
1	High impact videos used to set the stage for high-level events.	1 Minute		€	
2	Engaging and concise wrap up videos presenting key ideas and highlights from online events.	1 Minute		€	
3	Videos explaining key adaptation concepts and profiling interesting adaptation solutions from across the globe.	1 Minute		€	

I confirm that the submitted Total Firm Fixed Price is:

1. Fixed and not subject to revision
2. In Euros
3. Independent of exchange rates
4. Inclusive of all costs, management fees, administrative costs, travel costs, insurance, profit and taxes directly or indirectly related to the performance of the contract, which may be borne by the Vendor (e.g., cost of administration, taxes, contract management costs, etc.)
5. Exclusive of VAT

Authorized Organization Representative:

Position:

Date:

Signature:

Failure to submit a financial proposal or submission of an incomplete or ambiguous financial proposal may lead to rejection of the proposal without further evaluation.

**Framework Agreement for
Video Production for Events and Social Media
Promotion**

GCA-PR-23-226

between

Global Center on Adaptation

And

(Company name)

This Agreement dated (DATE) is made by and between:

The undersigned:

1. **Global Center on Adaptation**, a foundation, incorporated under Dutch law, with offices in Rotterdam, the Netherlands, duly represented by Prof. Dr. Patrick Verkooijen, hereinafter referred to as "**GCA**";

And

2. (ORGANIZATION), registered at (ADDRESS), and duly represented by (NAME OF REPRESENTATIVE), hereinafter referred to as the "**Contractor**";

jointly referred to as the "**Parties**", Whereas:

1. BACKGROUND

- 1.1 The Global Center on Adaptation (GCA) is an international organization that works as a solutions broker to catalyze action and support for adaptation solutions, from the international to the local, in partnership with the public and private sector, to ensure we learn from each other and work together for a climate resilient future.
- 1.2 The Contractor is in the business of providing the required services and has declared itself prepared and willing to fulfil these services.
- 1.3 The Parties explicitly acknowledge that they do not elect to enter into an employment agreement within the meaning of Book 7610 and further of the Dutch Civil Code.
- 1.4 GCA and the Contractor have agreed to establish a framework for their collaboration and have for this purpose entered into this Framework Agreement ("**Agreement**") and wish to set out the terms and conditions.

2. GENERAL

2.1 The present Agreement is a Framework Agreement for the provision of **Video Production for Events and Social Media Promotion**

2.2 The present Agreement is given a framework character due to the fact that the project requires a high flexibility by GCA to detailed work undertaken by the Contractor, but it will be filled with project tasks in the form of Call-off Orders with defined outputs and deliverables.

2.3 The Contractor will assume full professional responsibility for quality, quantity and schedule of the required work and outputs vis a vis GCA as a customer.

2.4 The Contractor undertakes, based on the GCA requirements as described in the Agreement, Scope of Services and individual Call-off Orders, and for the whole duration of the Contract:

- to perform the work and services as per the Statement of Work and individual Call-off Orders;
- to make available for these tasks the necessary personnel, material, equipment and facilities,
- to undertake work according to the Call-off Order procedure specified in Clause 6 to the present Agreement.

3. CONTRACTUAL BASELINE

3.1 The work shall be performed in accordance with the specific Articles of this Agreement, its Annexes as well as with the applicable documents called out therein, applicable in whole, or in part, to the extent quoted or relevant, and all of which, in their latest agreed issue, are defined as the contractual baseline of the Agreement, and referred to either as such or as " Framework Agreement", or "Contract", unless otherwise expressly stated.

3.2 Within this contractual baseline, the order of precedence, in case of conflict or for the sake of interpretation, shall be:

- a. This Contract and its Annexes including the Scope of Services and related Annexes
- b. Each subsequent Call-off Order placed including its associated Statement of Work
- c. The Contractors Proposal for the Framework Agreement
- d. The Contractors Proposal for each Call-off Order

4. NATURE OF THIS FRAMEWORK AGREEMENT

4.1 This Agreement does not constitute any specific project or contract and it does not constitute any obligation or commitment by either Party to enter into any subsequent contracts. It does not create any financial obligation on either Party towards the other Party other than through signed executed call-off orders.

4.2 Any activity for GCA (as set out in, and accordance with, the Statement of Work issued by GCA for the procurement of **Video Production for Events and Social Media Promotion**, and the Contractor's response thereto) in the areas of:

- High impact videos used to set the stage for high-level events.
- Engaging and concise wrap up videos presenting key ideas and highlights from online events.
- Videos explaining key adaptation concepts and profiling interesting adaptation solutions from across the globe.

under this Agreement shall be organized on the basis of specific Call-off Order, which shall be laid down in a separate contract ("Call-Off Order"). Each Call-off shall be signed by the Parties and appended to this Agreement.

The Parties may negotiate and agree additional or alternative terms and conditions ("**Specific Conditions**") that will apply to specific Call-off Orders under this Agreement on a case-by-case basis. The detailed terms of Specific Conditions shall be laid down in the relevant Call-off Order.

5. PRICE

5.1 The total maximum financial envelope for the required services during the entire Framework Agreement period referred to herein, is estimated at **(AMOUNT IN EURO)**. The actual amount for each Service Provider will be determined by individual Call-off Orders, priced based on the detailed Scope of Services for each project. There will be no obligation for GGA to request or obligate itself to a minimum value of services during the duration of the Framework Agreement or obligate issuing a minimum number of Call-off Orders during the course of the Framework Agreement with the Service Provider/s.

The above amount shall be defined as the Limit of Liability of GCA.

5.2 This amount will become incrementally available for performance of tasks according to the Call-off Order procedure specified here below. Each Call-off Order will be concluded on a firm fixed price Basis.

The cumulative amount of all Call-off Orders shall in no case exceed the amount of the Limit of Liability specified above.

6. CALL-OFF ORDER PROCEDURE

6.1 GCA may during the course of the contract, identify tasks to be performed by the Contractor within the scope of the contract by issuing requests to the Contractor. To this end GCA may initiate a Call-off Order to support specific projects by sending a specific Statement of Work via email to the Contractor.

6.2 Each Call-off Order shall include, as a minimum, the following:

- **Services:** A specification of the services to be performed.
- **Deliverables:** A specification of any reports or other documents, materials, or services to be delivered.
- **Project management:** A specification of the project and management methodology to be used.
- **Time schedule:** Time schedule and any deadlines for the services and deliverables.
- **Financial arrangements:** Budget, fees, expenses, invoicing schedule, etc.

6.3 Following receipt of such Statement of Work, the Contractor shall promptly and in any event within a time specified (taking into account all relevant circumstances in relation to the subject matter and nature of the Call-off Order) notify GCA of its confirmation to take part in the Call-off Order Procedure and submit a (technical and financial) proposal for that specific project or notify GCA it will not bid.

6.4 The Contractor's proposal shall include:

- A compliance statement with the tasks requested
- A description of the technical content of the activities to be undertaken;
- Facilities used in support of these activities, if any;
- Subcontractors involved, if any;
- Schedule for the work (start date, end date and planning of work);

- List of deliverables (documents, reports, items, etc.) and outputs (results, meetings training certificates, etc.), as applicable;
- Total Firm Fixed Price in EURO for the activities, including travels if any, with and travel/subsistence plan;
- Payment Plan.

6.5 GCA shall evaluate and conclude the Call-Off Order Procedure and notify the Contractor if it has won that Call-Off Order for that specific project. When the Parties have agreed on the contents of the Call-off Order (including possible Specific Conditions, as set out in Clause 4.4), the Call-off Order shall be signed by their authorized representatives.

6.6 Upon written request by GCA, the Contractor shall submit a technical and financial proposal within the time limit specified by GCA in such request.

6.7 Upon acceptance of the Contractor's proposal, GCA will issue a Call-off Order following the form given as Annex 1 hereto. Only upon signature of this Call-off Order by both Parties the Contractor shall be deemed authorised to perform the work. If however, for urgency reasons, GCA decides to provide the Contractor with a preliminary authorisation to proceed with the work foreseen under a Call-off Order, such authorisation will be binding for both Parties upon agreement on the work to be performed, the price to be paid and the schedule for the work.

6.8 Work under this Call-off Order procedure can be placed until the end of this Framework Agreement. GCA reserves the right to redirect work, at no cost impact, within specific call-off orders in the same area of work. The parties will agree the implementation of such a redirection.

7. UNDERTAKINGS OF THE CONTRACTOR

The Contractor has, and shall maintain, the capability of performing the services to be rendered under this Agreement and its call-off Order with sufficient flexibility.

The Contractor shall:

- a. Be responsible for the proper performance of the services to be rendered under the Contract and its call-off orders and shall keep his personnel fully up to date of any development in relation with the said services.

- b. Bear all the costs (and salaries of personnel) related to the training and keeping up to date technical knowledge of his personnel (participation to training courses, seminars, conferences, etc.)
- c. Perform the tasks and provide the deliverables described in the present Contract and individual call-off orders.
- d. Be responsible for organising quarterly reviews to discuss with GCA representatives all matters related to the performance of the Agreement/Call-off Orders. The Contractor shall also arrange ad hoc meetings if required by the circumstances. The Contractor shall provide minutes of all meetings in two copies.
- e. The Contractor, upon request of GCA, shall provide reasonable assistance to any successor Contractor, on a temporary or definitive basis if needed.

8. COSTS

Each Party shall bear its own costs and expenses incurred in connection with this Agreement, including the negotiation and finalization of any Call-off Order.

9. STANDARD OF PERFORMANCE

- 9.1** The Contractor shall use the degree of skill, care and diligence reasonably expected of a professional and experienced contractor providing works and services similar to those carried out under this Agreement and any Call-off Orders. Any activity and deliverables provided by the Contractor shall meet agreed benchmarks, parameters and specifications and be suitable for their intended purpose. The Contractor undertakes to carry out the work defined under the present Agreement/specific Call-off Orders to the reasonable professional standards and in accordance with the latest state of the art as appropriate.
- 9.2** The Contractor shall carry out the works or services under each call-off order in accordance with applicable laws and regulations, permits and authorizations, and recognized up-to-date professional practices and standards.
- 9.3** The Contractor shall:
 - a. Keep GCA fully informed of the progress of the services under any Call-off Orders, including providing GCA with such reports in writing as may be specified in the Statement of Work or as GCA may otherwise reasonably require;
 - b. Attend meetings and briefings with the staff of GCA as reasonably required by GCA; and

c. Take all other reasonable actions which are necessary to enable GCA to monitor the technical and financial performance of the services and works being executed under any Call-off Order.

9.4 As regards documentation and reports, should the GCA's Technical Officer not accept the deliverables from the Contractor, he/she shall so inform the Contractor. If no decision has been notified to the Contractor within one month of receipt by GCA of the deliverables, the deliverables shall be considered as having been accepted. Notwithstanding the aforesaid, the Contractor's obligation to bring a non-conforming deliverable up to the required standard shall remain unaffected.

9.5 Rejected deliverables must be rendered compliant with GCA's requirements and represented for acceptance within a time scale fixed in writing by GCA.

9.6 Failure to comply with the obligations of the call-off order determines the application of monetary penalties in the terms to be defined in each Call-off Order.

9.7 Penalties for late delivery are not applicable unless specifically incorporated in a Call-off Order.

10. DURATION AND TERMINATION

10.1 This Agreement shall commence on **(THE START DATE)** and shall remain in effect until **(THE END DATE)** from the date of its signature by both parties, at which date it shall automatically terminate unless prolonged by the Parties in writing. It is renewable for a further **(LENGTH OF POSSIBLE RENEWAL)**, and its total duration cannot exceed **(MAXIMUM LENGTH OF AGREEMENT + RENEWAL)** years.

Subject to the conditions laid down in Clause 6 (Call-off Order Procedure) of the present Agreement, the Agreement shall be deemed automatically extended to cover the period needed for the performance of any Call-off Order signed by both Parties before the end date of the contract mentioned above.

10.2 GCA may, in its sole discretion, terminate this Agreement at any time by 3 (three) months written notice to the Contractor. As soon as this notice is received, the Contractor shall do its best efforts to minimize expenditure related to this Agreement or any Call-off Order under it.

10.3 Each Party may terminate this Agreement if the other Party is in material breach of its obligations under this Agreement or any Call-off Orders and fails to rectify such breach within 30 days of a

notice in writing from the complaining Party, or if the other Party should enter into liquidation, or become insolvent or be declared bankrupt.

- 10.4** Upon any termination of this Agreement, the Contractor shall promptly deliver to GCA all documents and other information prepared or received in connection with this Agreement or any Call-off Order, whether completed or in progress, which are in the Contractor's possession.
- 10.5** Notwithstanding termination of this Agreement in accordance with Clauses 10.2 and 10.3 above, on-going Call-off Orders shall continue to bind the Parties in regard of the provisions of the corresponding Call-off, except where the breach also represents a breach of that Call-off Order or adversely affects its execution.
- 10.6** Termination of this Agreement shall not affect the rights and obligations of the Parties under Clauses 4 and 7 of this Agreement or under any other clauses of this Agreement or the Call-off Order which by their nature or by their express terms are intended to survive the termination of this Agreement, including Warranties, Indemnification, Confidentiality and Intellectual and Proprietary rights.
- 10.7** In the event of termination by GCA due to the fault of the Contractor, the GCA shall withhold and deduct from any payment to Contractor in the relevant Call-off Order the amount reasonably deemed necessary to complete the Services and deliver the Deliverables.
- 10.8** Unless otherwise specified in this Contract, on the termination of this Agreement for any reason, GCA shall be responsible for paying the part of the costs for deliverables and work that have been accepted by GCA up to and including the effective date of termination.
- 10.9** In addition to any statutory provisions pertaining to termination and in addition to each Party's termination rights set forth elsewhere in this Agreement, in the cases below, without judicial intervention or further notice of default, whole or partial termination of this Agreement shall be possible, with immediate effect, for:
- a. Either Party, if the other Party has applied for a suspension of payment, or that other Party has been adjudicated bankrupt;
 - b. Either Party, if the other Party is prevented by force majeure from complying with its obligations wholly or in part for a period of three months or more;
 - c. Either Party, if the other Party discontinues its business operations;

- d. GCA, if the Contractor, after a written demand from GCA allowing a reasonable time for compliance, still fails attributable to comply promptly, properly or at all with any obligation under this Agreement;
- e. GCA, if one or more of the exclusion criteria mentioned in section I or section II of the signed Declaration on Honor becomes true for the Contractor;

11. RIGHT TO THE RESULTS OF EVENTS

- 11.1** All rights, title and interest in and to any drawings, calculations, reports, models, articles, equipment, machines, prototypes and other documents and material of any nature and in any form or medium prepared and/or delivered by or on behalf of the Contractor to GCA in connection with this Agreement, regardless of the state of completion, as well as any copyright, design rights, patents and other intellectual property rights and know-how with respect thereto, shall, without any obligations of any kind further than the ones expressly stated in this Agreement, vest exclusively in GCA automatically and immediately upon their creation to the fullest extent permitted by law and GCA shall be the sole and unlimited owner thereof and of rights therein throughout the world forever. Accordingly, GCA shall have the exclusive right to use such videos, drawings, documents and materials and intellectual property rights without restriction, including for the avoidance of doubt the right to make changes, further developments, licenses, transfers, copies and publications. GCA grants a non-exclusive and non-transferable user license for the Contractor to use such drawings, documents and material prepared and/or deliver to GCA, for which the Contractor needs to notify GCA. The Contractor shall however remain owner of his Pre-existing Intellectual Property Rights, and GCA shall be granted a license to use such Pre-existing Intellectual Property to the extent necessary to fully exercise its ownership rights as set out above in this Clause. "Pre-existing Intellectual Property Rights" shall mean any intellectual property rights and know-how already existing at the effective date of the Agreement or independently developed or acquired by the Contractor during the term of the Agreement without using any information disclosed by GCA. This includes videos, methodologies, tools, reports, among other materials, produced and/or delivered by the Contractor in connection to other projects and/or own internal products.
- 11.2** The Contractor shall ensure that all such videos, drawings and other documents and material referred to in Clause 11.1 above, which are prepared and/or delivered by or on behalf of the Contractor in connection with this Agreement or any Call-off Order, do not infringe any copyright, patent, design rights or other intellectual property right of any third party and can be used by GCA for their intended purpose.
- 11.3** The Contractor agrees to execute and deliver, and to use maximum endeavours to cause any subcontractor to execute and deliver, to GCA any and all instruments, source videos, documents, designs, instructions and codes reasonably required by GCA in connection with the use, adaption and enjoyment of the Deliverables and of the GCA's rights therein and thereto.

- 11.4** The Contractor undertakes to do everything necessary to see to it that all existing and any future Intellectual Rights - CopyRights or Industrial Property Rights pertaining to results in connection with the Services are (and remain) vested with GCA or with third party designated by it. The rates that Contractor charges to GCA in the context of the Agreement shall be deemed, in as far as necessary, to include payment for these Intellectual and/or Industrial Property Rights. To affect this transfer, the following acts must at any rate be performed: by signing the Agreement, Contractor transfers to GCA all existing and future Intellectual and/or Copy Right/Industrial Property Rights to existing and future results of the Work.
- 11.5** Insofar as these acts prove not to see to it that all Intellectual and/or Industrial Property Rights are transferred to GCA, Contractor undertakes, if the situation arises, to do everything possible to affect the transfer, without the Contractor being allowed to attach further conditions to its cooperation. As long as this has not been done, Contractor hereby gives GCA: irrevocable authorization to exercise and protect the powers arising from the relevant Intellectual and/or Industrial Property Rights in and out of court; an exclusive, irrevocable license, not subject to a time limit, to the relevant Intellectual and/or Industrial Property Rights.
- 11.6** Insofar as Contractor has made any material available to GCA, to which material the Contractor has Intellectual and/or Industrial Property Rights, the Contractor states that it shall grant GCA a non-exclusive and non-transferable right to use this material. Furthermore, Contractor indemnifies GCA from claims of third parties based on (alleged) Intellectual and/or Industrial Property Rights or on any other basis.
- 11.7** It is acknowledged and agreed by the Parties that GCA owns all property rights and may use, adapt, add to and subtract from the Deliverables and combine these with other artistic or literary material and to publish the result by any means, it being understood that the Contractor (including its employees and subcontractors) hereby waives and agrees not to exercise any so-called "moral rights" which may now or may hereafter be recognized.

12. ORGANIZATION

- 12.1** Each Party shall designate a contact person who will act in a liaison capacity throughout the term of this Agreement. Each Party will immediately notify the other Party in writing of changes in its contact person.

The following persons shall be contacted for the liaison of this Agreement:

For GCA: **NAME, TITLE, EMAIL ADDRESS**

For the Contractor: **NAME, TITLE, EMAIL ADDRESS**

or such successors as each Party may designate and communicate in writing to the other Party.

- 12.2** The Contractor shall ensure the selection of personnel with the necessary skills and competence to take part in each Call-off Order under this Agreement.
- 12.3** The Contractor's personnel shall remain employees of the Contractor and GCA's personnel shall remain employees of GCA. As employers, GCA and the Contractor shall each bear exclusive responsibility for the remuneration, social security and insurance, whether professional or non-professional, of its personnel. Each Party shall indemnify and hold the other Party free and harmless from any cost, expense or liability in this respect.
- 12.4** The Contractor shall provide the works and services in such places as the GCA may reasonably specify. Whenever the Contractor, the Contractor's staff or any other personnel working on the behalf of the Contractor work on GCA's premises, the Contractor shall ensure their compliance with GCA's Code of Conduct as well as fire, health and safety rules and procedures.
- 12.5** Unless otherwise agreed in a Call-off Order, each Party shall bear the travel and accommodation costs of its personnel.

13. TIME SCHEDULE

- 13.1** A time schedule shall be made for each separate Call-off Order (see Clause 6 above).

14. REMUNERATION

- 14.1** GCA shall pay remuneration to the Contractor in accordance with the terms laid out in each Call-off Order (see Clause 6 above). Unless otherwise agreed for a specific Call-off Order, the remuneration shall be based on the per video rates set out in the Contractors Proposal associated with this Agreement.

14.2 Unless expressly stated otherwise in a Call-off Order, any types of expenses shall not be reimbursed by GCA but borne by the Contractor. Any per video rate or other fixed fee shall also be considered to include all materials, labor and equipment needed for the performance of the respective Call-off Order.

14.3 The Contractor shall notify GCA of any need for the rendering of services or works not covered by the Call-off Order. Without the prior written approval of GCA, the Contractor shall not be entitled to perform any such services or works for GCA.

14.4 Except for value added tax (VAT), all taxes, charges and fees of whatever nature which may be imposed by any authority on the amounts paid to the Contractor under this Agreement or any Call-off Order shall be paid and borne by the Contractor.

15. LIABILITY AND INSURANCE

15.1 The Contractor shall, as a minimum, carry the liability and maintain professional insurance coverage for each Call-off Order.

15.2 It is the responsibility of the Contractor to cover, through personal accident insurance contracts, any personal accident risks suffered by its personnel or by its subcontractors' personnel, in the context of actions under this contract.

15.3 Personal accident insurance shall provide that compensation shall be paid to the injured party or, in the event of death, to whomsoever proven to be entitled, in accordance with the law of succession or other applicable legal provisions.

16. CONFIDENTIALITY AND MARKS

16.1 "Confidential Information" means any scientific, technical, financial, commercial or other information of any nature and in any form provided by either Party to the other Party which is not in the public domain and which relates to the affairs of the Party or any of its business contacts.

16.2 The parties shall keep confidential all information and technical and non-technical, commercial or other documentation related to the recipients that may be known under or in connection with the performance of this contract.

- 16.3** The duty of confidentiality provided for in the preceding paragraph shall include, in particular, written documents, personal data, drawings, plans, applications and software in the form of source code or object code, specifications, trade secrets, methods and formulas, internal situations, of a labor or other nature.
- 16.4** The information covered by the obligation of secrecy may not be transmitted to third parties, nor object of licensing or any other use or mode of economic use, unless expressly authorized in writing by the contracting entity.
- 16.5** The co-contractor may only transmit confidential information to its employees and, in any case, only if the following circumstances occur cumulatively:
- a. the employees concerned need to know this information in order to fulfil their tasks under the contract.
 - b. The employees are informed about the confidential nature of the information.
 - c. Employees are obliged to comply with the obligation of secrecy arising from this Clause.
- 16.6** The Contractor is responsible for the fulfilment of the duty of confidentiality on the part of its collaborators, whatever the legal nature of the bond, even after its termination, regardless of the cause of the termination.

17. PAYMENTS

17.1 All payments shall be made according to the provisions hereunder:

- a. Payment of each Call-off Order will be made in accordance with a payment plan included in the relevant Call-off Order agreed between the parties.
- b. Each payment milestone shall be unique and shall identify a portion of work measured by an amount of money recognizable.
- c. A payment Milestone shall be deemed achieved, if an item, event or service, specified as entitling the Contractor to milestone payments, is delivered, supplied, reached or rendered as specified. If it should subsequently be shown that proper completion of the milestone was not achieved while milestone payment was made, GCA can adjust the value of the ensuing milestone payment(s) accordingly.
- d. Milestone payments will become due upon achievement of the defined payment Milestones.
- e. Payments shall be made within 30 days of presentation of the documents listed below:
 - Advance payment:
Invoice, to be submitted after signature of each Call-off Order by all parties.
 - Progress payments:

Invoice;

Certification, to be submitted for acceptance and signature to GCA, that the stage foreseen has satisfactorily been completed.

- Final settlement:

Invoice;

Certification, to be submitted for signature to GCA , of satisfactory delivery of all deliverable items due under the Call-off Order concerned

- f. GCA will credit the account of the Contractor shown on its invoices, on its behalf and on behalf of its subcontractors. The Contractor shall be responsible for paying the accounts of its subcontractors for this contract in a timely and proper manner in accordance with normal commercial practice and law. It shall indemnify GCA against any claims arising from such subcontractors caused by his failure so to pay such subcontractors.
- g. GCA reserves the right to visit the Contractor's and/or Sub-contractor(s) premises and ascertain the progress of the work under the Contract prior to making the payment concerned.
- h. All invoices shall bear a clear description of activities performed and deliverables achieved. Evidence of deliverables shall be attached to the invoice, if applicable. GCA retains the right to request further details if it deems this necessary.
- i. In case of an audit of GCAs expenses, the Contractor shall cooperate fully and shall respond to all of GCAs and the auditor's requests for information truthfully and timely. The Contractor shall permit the auditor access to its premises if this is necessary to conduct the audit.
- j. All invoices must be addressed to: The Global Center on Adaptation, Antoine Platekade 1006, 3072 ME Rotterdam and shall be sent by email to finance@gca.org.
- k. GCA will transfer the payments to the following Contractor's bank account:

Bank account holder's full name:	...
Name and address of recipient's bank:	...
Recipient's account number/IBAN:	...
Recipient bank's SWIFT or BIC code:	...
Recipient bank's routing information:	...
Bank account currency:	...

17.2 The Contractor is required to submit invoices for all payments due under the Contract, in paper format to **GCA Finance Division**. The Contractor undertakes to submit complete invoices (including instructions for billing taxes and duties, where applicable), and to provide all supporting documentation as required by the Contract in support of the claims.

17.3 Payments shall be made by the Agency in EUROS, to the account(s) specified by the Contractor. Payments shall be considered as effected on time if the Agency's orders of payment reach its bank within the payment period stipulated in this contract.

17.4 Any special charges related to the execution of payments will be borne by the Contractor.

18. WITHHOLDING OF PAYMENTS

18.1 GCA reserves the right to withhold any advance,- progress- or final settlement payment, until withdrawal or rectification by the Contractor, as the case may be, of intellectual property right statements on documents, reports, plans, designs, data packages and other items, which are not in line with the contractual provisions and any special exceptions or additions thereto.

19. SUBCONTRACTING

19.1 The Contractor shall have the right to involve subcontractors, availing of specific expertise, in the performance of the Agreement. The Contractor shall notify GCA of all subcontractors, specifying in each case their specific expertise.

19.2 Each Call-off Order will stipulate whether any of the work will be subcontracted with the agreement of GCA.

19.3 The subcontracting of any part of the Agreement shall not relieve the Contractor from any liability or obligation under the Agreement. The Contractor is fully responsible for the compliance with the Agreement by all of its subcontractors.

20. KEY PERSONNEL

20.1 Unless previously and expressly agreed upon otherwise by GCA in writing, the work shall be executed by such key personnel as have been proposed by the Contractor for Call-off Orders, such personnel shall be available throughout the concerned Call-off Orders for the work allocated to them according to the Contractor's and its Subcontractor's respective offers.

20.2 Key personnel for the purpose of this Article shall be defined as personnel indicated on the Contractor's or its Subcontractor's organizational chart involved in project execution down to and including at least one level below the Contractor's or Subcontractor's Project Manager.

20.3 Any replacement or part-time assignment to other tasks of such key personnel requires prior GCA written approval. Appropriate requests from any level of contracting shall be channelled through the Contractor, and shall be accompanied by a justification for the proposed change and by a comprehensive Curriculum Vitae of the new key personnel proposed.

20.4 GCA approval of the replacement will not be unreasonably withheld provided the replacement personnel proposed by the Contractor has the equivalent or better qualifications and experience than those to be replaced. In the affirmative case, GCA's representatives mentioned will supply the Contractor with a written approval.

20.5 GCA shall have such personnel replaced, if such personnel do not comply with their assigned duties, or on giving other important reasons. In such a case the Contractor, and its Subcontractor shall replace that person within 2 calendar months by another person having the requested qualifications.

21. SPECIAL CONDITIONS OF PERFORMANCE

21.1 GCA will not be entitled to give directives to the Contractor's and Sub-contractors' personnel (hereinafter designated by "the Contractor's personnel" or "its personnel") other than operational and safety instructions necessary to the performance of the services described in the Scope of Services. These instructions do not in any way create a link of authority or management control of the Contractor's personnel by GCA.

21.2 The legal relationship resulting from the Contract of employment between the Contractor's personnel and the Contractor shall not be affected by this Contract/or subsequent Call-off Order.

21.3 The Contractor shall observe the normal safety regulations in force at the places of performance in any country where the services are effectively performed and also any special safety instructions issued by the GCA.

22. USE OF GCA IMAGES OR LOGOS

22.1 Without the prior written consent of GCA, the Contractor shall not use or make reference to any images or logos of GCA.

23. PUBLICITY

23.1 Without the prior written consent of GCA, the Contractor shall not publicize the Agreement or any part thereof unless it is obliged to do so to comply with applicable laws or regulations or with a court or administrative order.

24. FORTUITOUS OR FORCE MAJEURE CASES

24.1 Neither party shall incur liability if, by accident or force majeure, it is prevented from fulfilling its obligations under the framework agreement.

24.2 A fortuitous or force majeure event is any unforeseeable and exceptional situation or event, independent of the will of the parties, and does not derive from the lack or negligence of any of them.

24.3 The party invoking cases of force majeure or force majeure shall communicate and justify such situations to the other party, as well as informing the foreseeable period of time to restore the situation.

25. SUSPENSION OF THE FRAMEWORK AGREEMENT

25.1 Without prejudice to the right of withdrawal from the framework agreement, GCA may at any time, on grounds of public interest, in particular where public security reasons are involved, suspend the implementation of the framework agreement in whole or in part.

25.2 The suspension shall take effect on the day following the date of notification of the contracting parties to the framework agreement, unless the said notification contains a later date.

25.3 GCA may at any time lift the suspension of the implementation of the framework agreement.

25.4 Service providers selected as co-contractors in the framework agreement may not claim or require any compensation or compensation on the basis of total or partial suspension of the framework agreement.

25.5 If the Contractor selected does not provide sufficient resources to perform the contracted service, GCA reserves the right, with just cause, and without prejudice to a resolution under the terms of the following paragraph, to suspend agreement, without prejudice to a resolution under the terms of this agreement.

26. TEMPORARY IMPOSSIBILITY TO PROVIDE SERVICES

26.1 Whenever the Contractor is temporarily unable to provide services, he shall inform GCA accordingly.

26.2 For the purposes of the preceding paragraph, a temporary interruption of service provision is considered an interruption for a period not exceeding 60 (continuous) days.

26.3 Upon the expiration of the period provided for in the previous paragraph without the situation being settled, the Contractor shall request the extension of the term, GCA, however, reserves the right to terminate the contract.

26.4 The temporary impossibility of providing services in the first 4 (four) months of the framework agreement, which will be considered as non-compliance with the implementation deadlines.

27. INDEMNIFICATION

27.1 The Contractor shall indemnify and hold harmless GCA against all claims, fines, costs and damages in connection with and/or resulting from any default in relation to employees taxes and insurances in connection to the services provided to GCA during the duration period of this Framework Agreement and execution of eventual Call-Off Order(s) awarded to the Contractor.

27.2 Contractor shall further indemnify and hold harmless GCA against all claims, costs and damages in connection with and/or resulting from any act or omission to act in relation to the Services, unless such act or omission to act directly results from any act of GCA for which it can be

seriously blamed. Contractor waives any entitlement pursuant to article 7:658 sub 4 BW Dutch of laws.

27.3 The Contractor hereby agrees to indemnify and hold harmless GCA from and against any and all direct losses arising out of or in relation to third-party claims of any kind which. If a claim is made that may give rise to a claim for indemnity under this clause then GCA shall notify the Contractor of such claim immediately, give the Indemnifying Party all reasonable co-operation and shall not negotiate the claim without the consent of the Indemnifying Party in writing.

28. AMENDMENTS

28.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral with respect to the subject matter of this Agreement. Amendments to or changes of this Agreement or any Call-off Order under it shall, in order to be valid, be made in writing and signed by authorized representatives of both Parties and shall be clearly stated as amendments to or changes of this Agreement or the Call-off Order, as the case may be.

28.2 If at any time one or more of the provisions of this Contract becomes invalid, illegal or unenforceable under any law, the validity, legality and enforceability of the remaining provisions of this Contract shall not in any way be affected or impaired.

29. ASSIGNMENT

29.1 GCA shall have the right to assign or otherwise transfer any or all of its rights and obligations under this Agreement to a successor company or other legal entity established by the partner countries in the GCA project. The Contractor is not entitled to assign this Agreement, in full or in part, without GCA's prior written consent.

30. NO WAIVER

30.1 The provisions of the Agreement may not be waived except in writing. The failure of a party to insist upon strict adherence to any provision of the Agreement shall not be considered a waiver of any right under the Agreement, and shall not deprive that party of the right at any later time to insist upon the strict adherence to the Agreement.

31. ANTI-CORRUPTION

31.1 The Contractor warrants that no offer, payment, consideration, or benefit of any kind which constitutes an illegal or corrupt practice has been made or shall be made, either directly or indirectly, as an inducement or reward for entry into this Agreement by GCA or in the subsequent execution of the Agreement. Any such practice will be grounds for terminating the Agreement without any compensation to the Contractor and for such other additional actions, civil and/or criminal, as may be applicable.

32. SETTLEMENT OF DISPUTES AND GOVERNING LAW

32.1 This Contract and any agreement resulting from this Contract shall be governed by and construed in accordance with the laws of the Netherlands.

32.2 In the event of any dispute of difference of opinion between the Parties arising out of or in connection with this Agreement or any Call-off Order, each of the Parties shall use its best efforts to settle each dispute or difference in opinion amicably by negotiations. Failing such an amicable settlement, the parties shall resort to arbitration under the rules of the International Chamber of Commerce (ICC). Any unresolved dispute shall be settled exclusively by the Dutch competent court in Rotterdam.

33.4. The place of arbitration shall be the Hague, the Netherlands. The language to be used in the arbitral proceedings shall be English.

IN WITNESS WHEREOF, the Agreement has been executed in two (2) originals, of which the Parties have received one (1) each.

Agreed and signed by both Parties.

For Global Center on Adaptation,

Name: Prof. Dr. Patrick Verkooijen

Position: CEO

Date:

Place: Rotterdam, the Netherlands

For Contractor,

Name:

Position:

Date:

Place:

Annexes:

Annex 1 – Template of GCA Call-off Order

Annex 2 – Signed Declaration on Honor

Annex 3 – Framework Agreement Statement of Work

Annex 4 – Contractors Proposal

Annex 5 – GCA's Acknowledgement Statement

Annex 1 – Template of GCA Call-off Order

GCA Call-off Order		Contractor:	
CALL-OFF ORDER	No:	DATE:	
TITLE OF CALL-OFF ORDER:		GCA TOR REF:	
		PREVIOUS ATP REF:	
DESCRIPTION OF ACTIVITIES:			
PERIOD OF PERFORMANCE:			
PRICE AND PAYMENT PLAN:			
GCA	REQUESTOR NAME	DATE:	SIGNATURE
GCA	FINANCE OPERATIONS	& DATE:	SIGNATURE

GCA	CEO	DATE:	SIGNATURE
CONTRACTOR	REPRESENTATIVE	DATE:	SIGNATURE