REQUEST FOR PROPOSALS
FRAMEWORK AGREEMENT (WITHOUT MINI-COMPETITION)

FOR

INDIVIDUAL CONSULTANTS TO SUPPORT THE GCA ADAPTATION FINANCE PROGRAM (TECHNICAL EXPERTS, ACCREDITATION EXPERTS, CLIMATE FINANCE CONSULTANTS, INNOVATIVE CLIMATE FINANCE CONSULTANTS, PROJECT FINANCE CONSULTANTS, PROGRAM MANAGEMENT CONSULTANTS)

RFP Ref: GCA-PR-23-372

CLOSING DATE: 13 NOVEMBER 2023
CLOSING TIME: NOT LATER THAN 16:00:00 hours (04:00:00 p.m. o’clock), Central European Time (CET)

PROPOSALS RECEIVED AFTER THE CLOSING DATE AND TIME SHALL BE REJECTED

Issued on: 12 October 2023
Table of Contents

1. Introduction ............................................................................................................... 4
   1.1 Introduction to the Global Center on Adaptation (GCA) ................................ 4
   1.2 Introduction to the Adaptation Finance Program of GCA ............................. 4
   1.3 Introduction to this Request for Proposals ...................................................... 4
      1.3.1 Purpose of this Request for Proposals (RFP) ........................................ 4
      1.3.2 Information about the Framework Agreement ...................................... 5
      1.3.3 Indicative Procedure Timetable .............................................................. 6
2. Submission and Opening of Proposals .................................................................. 6
   2.1 Submission of the Proposal ............................................................................. 6
   2.3 Signature of the Proposal ................................................................................ 8
   2.4 Validity of the Proposal .................................................................................. 8
   2.5 Communication during the Tendering Process .............................................. 9
   2.6 Bid Opening and Evaluation of Proposals ..................................................... 9
   2.7 Proposal Presentations and Interviews ........................................................... 9
3. Scope of Services .................................................................................................... 9
4. Evaluation of Proposals and Bidders .................................................................... 10
   4.1 Exclusion Criteria ......................................................................................... 11
   4.2 Selection Criteria ......................................................................................... 11
   4.3 Award Criteria .............................................................................................. 12
4.4 Content of the Technical Proposal ..................................................................... 16
5. Additional Provisions ............................................................................................ 16
Annex 1: Proposal Submission/Identification Form .................................................. 17
Annex 2: Declaration on Honor ................................................................................ 20
Annex 3: Scope of Work/Terms of Reference .......................................................... 23
Annex 4: Financial Proposal Form ........................................................................... 32
Annex 5: Framework Agreement ............................................................................. 33
## Acronyms and Abbreviations

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>AAAP</td>
<td>Africa Adaptation Acceleration Program</td>
</tr>
<tr>
<td>AfDB</td>
<td>African Development Bank</td>
</tr>
<tr>
<td>ADB</td>
<td>Asian Development Bank</td>
</tr>
<tr>
<td>AU</td>
<td>African Union</td>
</tr>
<tr>
<td>CapEx</td>
<td>Capital Expenses</td>
</tr>
<tr>
<td>CET</td>
<td>Central European Time</td>
</tr>
<tr>
<td>COP</td>
<td>Conference of the Parties to the United Nations Climate Change Framework Convention (United Nations Climate Change Conference)</td>
</tr>
<tr>
<td>CPP</td>
<td>Climate Prosperity Plan</td>
</tr>
<tr>
<td>CRA</td>
<td>Climate Risk Assessment</td>
</tr>
<tr>
<td>CV</td>
<td>Curriculum Vitae</td>
</tr>
<tr>
<td>CVF</td>
<td>Climate Vulnerable Forum</td>
</tr>
<tr>
<td>CSDAT</td>
<td>Climate Smart Digital Agricultural Technologies for Food Security</td>
</tr>
<tr>
<td>DAE</td>
<td>Direct Access Entity</td>
</tr>
<tr>
<td>EOI</td>
<td>Expression of Interest</td>
</tr>
<tr>
<td>EU</td>
<td>European Union</td>
</tr>
<tr>
<td>FWA</td>
<td>Framework Agreement</td>
</tr>
<tr>
<td>GCA</td>
<td>Global Center on Adaptation</td>
</tr>
<tr>
<td>IFI</td>
<td>International Finance Institutions</td>
</tr>
<tr>
<td>IPCC</td>
<td>Intergovernmental Panel on Climate Change</td>
</tr>
<tr>
<td>IPDC</td>
<td>International Panel on Deltas and Coastal Areas</td>
</tr>
<tr>
<td>LLA</td>
<td>Locally Led Adaptation</td>
</tr>
<tr>
<td>LMA</td>
<td>Labour Market Assessment</td>
</tr>
<tr>
<td>MDBs</td>
<td>Multilateral Development Banks</td>
</tr>
<tr>
<td>N/A</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>NAP</td>
<td>National Adaptation Plan</td>
</tr>
<tr>
<td>NBS</td>
<td>Nature-based Solutions</td>
</tr>
<tr>
<td>NDP</td>
<td>National Development Plan</td>
</tr>
<tr>
<td>NTP</td>
<td>National Transport Policy</td>
</tr>
<tr>
<td>R4I</td>
<td>Research for Impact</td>
</tr>
<tr>
<td>RFP</td>
<td>Request for Proposal</td>
</tr>
<tr>
<td>VAT</td>
<td>Value Added Tax</td>
</tr>
</tbody>
</table>
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 Knowledge Exchange Platform.
- Advocacy and Awareness: Formulating policy messages to move the global, regional, and local adaptation agendas forward.

1.2 Introduction to the Adaptation Finance Program of GCA

The economic case for investing in climate adaptation is strong. Benefit-cost ratios range from 2:1 to 10:1. Yet, money is not flowing at the pace or scale needed and there is a need to shift the way investment decisions are made to account for climate risks, scaling up and deploying public finance more effectively, scaling disaster risk finance and insurance, as well as harnessing private capital for resilience.

GCA’s Adaptation Finance Program builds the capacity of vulnerable countries to drive adaptation at a much greater scale by planning differently and accessing the key sources of adaptation finance through its business lines:

- Technical Assistance Program
- Innovative Tools and Instruments for Mobilizing Finance
- Climate Resilient Financial Systems

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 Individual Consultants to enter into a Framework Agreement. The selection process aims to ensure that the final selected Individual Consultants 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 oblige the Global Center on Adaptation to award a contract or complete the project and the Global Center on Adaptation 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 Individual Consultants 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 with Individual Consultants to Support the GCA Adaptation Finance Program based on the Terms of Reference (TOR) outlined in the schedules contained in this Solicitation Document, as required from time to time during the term of the Framework Agreement. The GCA will not be obliged/committed to purchase any minimum quantity of these services, and 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 eighteen (18) months, renewable for 2 periods of 1 year each subject to performance, availability of funds and mutual agreement of both the GCA and the Consultant.

The maximum financial envelope for the required period of services during the entire Framework Agreement period referred to herein, is estimated at EUR200,000 (Two Hundred Thousand Euros). Individual Work Orders will be issued using the fixed Framework Agreement prices, under the terms and conditions of the Framework Agreement.

The services described in this Request for Proposals will operate and be implemented on an on-demand basis as and when required, within the terms and conditions 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. Purchases will be made against Work Orders to be issued by the GCA in accordance with the terms and conditions of any resulting Framework Agreement. Actual quantities to be purchased will vary from Work Order to Work Order.

Any quantities outlined in this Solicitation Document are an estimated forecast of the total requirement for the duration of the Framework Agreement, if so specified, an estimated forecast
for the annual requirement. 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 Work Order is signed by GCA and the successful Bidder.

There will be no legal/contractual obligation for GGA to procure any minimum value of services
during the duration of the Framework Agreement or issue any minimum number of Work Order
Orders/Work Orders during the term/duration of the Framework Agreement with the Service
Provider(s).

The draft Framework Agreement including the GCA’s contractual terms and conditions is included
as an Annex to this RFP. **The GCA will not make any changes to the Framework Agreement after
the deadline for submission of proposals.** Bidders are invited to submit any clarification request
regarding the draft Framework Agreement before the closing date for clarifications (refer to
paragraph 2.5 of the RFP). 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
GCA/EU/Donor Procurement Regulations.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Estimated date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract notice published</td>
<td>12 October 2023</td>
</tr>
<tr>
<td>Deadline for sending a request for clarifications to GCA</td>
<td>27 October 2023</td>
</tr>
<tr>
<td>Deadline for submission of proposals</td>
<td>13 November 2023</td>
</tr>
<tr>
<td>Evaluation of proposals</td>
<td>Up to 17 November 2023</td>
</tr>
<tr>
<td>Signature of Framework Agreements</td>
<td>Up to 24 November 2023</td>
</tr>
<tr>
<td>Contract award notice</td>
<td>30 November 2023</td>
</tr>
</tbody>
</table>

**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 to the link: [GCA-PR-23-372 - Submit Proposal](#) no later than **13 November 2023, 16:00:00
hours (04:00:00 p.m. o’clock), Central European Time (CET)** (hereinafter referred to as “the
closing date and time”).

---

GCA-PR-23-372: Request for Proposals - Framework Agreement (Without Mini-Competition) 6
Bidders are cautioned that the timing of submission is based on when the proposal is received by the 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. GCA will confirm receipt of proposals within 24 hours from the closing date and time. Bidders that do not receive this confirmation must contact GCA within 48 hours from the closing date and time. After 48 hours from the closing date and time, GCA shall not respond to any queries related to whether a bidder’s proposal was received.

Your proposal and all supporting documents must be uploaded to the link: GCA-PR-23-372 - Submit Proposal in PDF format before the closing date and time stipulated above. Submissions requesting GCA to click on links to download documents shall not be accepted. When uploading the Proposal, the first and last name must be the name of the organization submitting the Proposal as shown in the screenshot below.

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

“GCA-PR-23-372 – Individual Consultants to Support the GCA Adaptation Finance Program”

Please adhere to the following instructions, unless otherwise provided in the relevant Bid Documents. The Submission must be drafted in English and contain:

- Proposal Submission/Identification Form (Annex 1)
- A signed Declaration of Honor (Annex 2)
- A Technical Proposal: Shall contain the cover letter, CV using GCA’s template, declaration of honor, professional/academic certificates and a clear and concise description of your proposed actions to execute the Scope of Work/Terms of Reference and Deliverables
The Technical Proposal shall not exceed 15 pages (excluding supporting documentation, Curriculum Vitae (CV), certificates) and 25MB in size for successful delivery. The GCA will not be held responsible for non-delivery of Proposals exceeding 25MB.

- **A Financial Proposal:** Shall contain the Daily Fee using the Financial Proposal Form (Annex 4). The Financial Proposal shall not exceed 5 pages and 25MB in size for successful delivery. The GCA will not be held responsible for non-delivery of proposals exceeding 25MB.

- **All the supporting documentation** in relation to the evaluation criteria.

- Proposals must be uploaded in two separate documents. One containing the Technical Proposal and the other containing the Financial Proposal.

- Technical proposal must have the Reference RFP-GCA-PR-23-372-TECHNICAL Proposal in the "Subject" line of the e-mail. No other characters or spacing should be included in the Subject line.

- 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 shall be rejected. 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 **90 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 when submitting the required documents for this RFP.

GCA shall endeavor to conclude the RFP process within the validity period of the RFP. If, however, there are any circumstances that require GCA to request for validity extension from bidders, GCA shall do so in writing. Bidders have the right to accept or reject the request. In the latter case, the bidder’s proposal shall not be evaluated.
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 the Global Center on Adaptation with respect to this RFP is 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 - GCA-PR-23-372 – Individual Consultants to Support the GCA Adaptation Finance Program”. Each inquiry must include the inquirer’s name, firm and telephone number. The Global Center on Adaptation will share the answers to all questions of a reasonable nature with all 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/or by email. 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 27 October 2023, 16:00:00 hours (04:00:00 p.m. o’clock), Central European Time (CET).

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 due 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/Procurement Officials, 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 Work/Terms of Reference (Annex 3).

The Scope of Work/Terms of Reference presented in Annex 3 is then to be fulfilled only within the Framework Agreement, each assignment being awarded to a bidder(s) via a Work Order without mini-competition or secondary bidding.

4. Evaluation of Proposals and Bidders

The evaluation of bidders and proposals will be done (on a rolling/continuous basis before and after the closing date and time) in accordance with the following subsequent steps:

- Verification that the bidder fulfils the Exclusion 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 based on the Selection Criteria described in Section 5.2 (only for those bidders that were not excluded based on the Exclusion Criteria).

- Evaluation of the bidder based on the Award Criteria described in Section 5.3 (only for those bidders that have met the Selection Criteria).

- The Evaluation Committee shall evaluate the technical proposals first and shall thereafter open and evaluate the financial proposals of only those bidders whose technical proposals meet the minimum technical score.

- Where individual scoring is adopted, the Evaluation Committee shall discuss scores where there are significant discrepancies prior to computing the average score for each criterion.

- During financial evaluation, where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate shall govern, unless in the opinion of the Evaluation Committee there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total shall govern, and the unit rate shall be corrected.

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.

The evaluation of proposals shall be carried out by an Evaluation Committee made up of representatives of GCA. Any attempt by a bidder to influence the evaluation committee in the process of examination, clarification, evaluation, due diligence checks, etc., to obtain information on how the procedure is progressing or to influence GCA in its decision concerning the award of the contract, will result in the immediate rejection of the bidder’s proposal.

In the interests of transparency and equal treatment and without being able to modify their proposals, bidders may be required, at the sole written request of the evaluation committee, to provide clarifications within 48 hours. Requests for clarifications will only seek minor
clarifications of information already submitted by the bidder. No modifications to a proposal can be sought or accepted through a request for clarification (except for the correction of arithmetical errors discovered during the evaluation of the proposal).

4.1 Exclusion 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 their 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.

4.2 Selection Criteria

Bidders will be evaluated against each Selection Criterion based on 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 against the Selection Criteria on pass/fail basis. Bidders who meet the Selection Criteria will be put on an equal footing for the next stage of the evaluation process based on the Award Criteria.

Bidders shall be evaluated against the following Selection Criteria:

(1) Technical Standing

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Technical Experts</td>
<td>Master’s degree in economics, finance, environmental and social sciences, climate policy, or other related discipline. At least 10-8 years of relevant professional experience in an international environment.</td>
</tr>
<tr>
<td>Accreditation Experts</td>
<td>Advanced degree (PhD or Master’s) in Climate Finance, Engineering in Climate Change Adaptation, International Development, Economics or other related fields with 10 years’ experience, or equivalent combination of education and experience.</td>
</tr>
<tr>
<td>Climate Finance Consultants</td>
<td>Master’s degree in economics, finance, environmental and social sciences, climate policy, or other related disciplines. Minimum of 5 years of relevant work experience ideally in climate finance in multilaterals or other complex national or sub-national partners within the climate finance landscape.</td>
</tr>
<tr>
<td>Innovative Climate Finance Consultants</td>
<td>Master’s degree or higher in Finance, Environmental Studies, Sustainable Development, or related fields. Minimum of 5 years of proven experience in climate finance, particularly with innovative financing mechanisms.</td>
</tr>
</tbody>
</table>
• **Project Finance Consultants**: Master's degree or higher in Finance, Environmental Studies, Sustainable Development, or related fields. Minimum of 5 years of professional experience in project finance, particularly in conducting financial analysis and due diligence for large-scale projects.

• **Program Management Consultants**: Bachelor’s degree or higher in art, social science, or related fields. At least 5 years of hands-on experience in planning, organizing, and executing large-scale events, workshops, and training programs.

**Documentary evidence**

- The submission contains certificates/university completion letters of required degree(s) and qualifications, and CV using the template provided in this RFP.

The bidders who do not meet all the Selection Criteria shall not proceed to the next evaluation stage and their proposals shall not be evaluated further based on the Award Criteria.

### 4.3 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 80 for the technical score and 20 for the financial score.

**It is important to note that the required Minimum Technical Score for the Technical Proposal is 60%. Only proposals obtaining the minimum score (threshold) or more in the Technical Evaluation will progress to the Financial Evaluation.** Technical Proposals scoring less than the minimum score (threshold) will be considered of insufficient quality and shall be rejected.

For each individual consultant role, the Framework Agreement shall be awarded to **three (3) to eight (8) top ranked bidders that obtained the minimum technical score or more** in accordance with the Award Criteria in the table below, provided that there are enough acceptable tenders to meet this requirement. Should more than eight (8) proposals obtain the minimum required score in all Award Criteria, GCA may consider awarding Framework Agreements up to ten (10) top ranked bidders, based on the total score, if the bidders are within 3 points of the 8th ranked bidder.

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

<table>
<thead>
<tr>
<th>Award Criteria - Technical Experts</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>TC 1: Master’s degree in economics, finance, environmental and social sciences, climate policy, or other related discipline with technical capacity and expertise, supported by at least 10 years of relevant professional experience in an international environment</td>
<td>30</td>
</tr>
<tr>
<td>TC 2: Previous experience working at the GCF and/or AF, with additional experience with GEF and CIF being advantageous</td>
<td>30</td>
</tr>
<tr>
<td>TC 3: Previous experience assisting in the development of CNs and FPs in Africa. Global experience would be an added advantage.</td>
<td>20</td>
</tr>
</tbody>
</table>
### Award Criteria - Accreditation Experts

| TC 1: Advanced degree in Climate Finance or related fields, complemented by a minimum of 7 years' experience in bolstering institutional capacities within finance, environment, or climate change sectors. Preferably, experience should include supporting national or regional entities in seeking GCF accreditation | Maximum Score: 30 |
| TC 2: Experience in assisting with GCF and AF accreditation and reaccreditation applications | 30 |
| TC 3: Showcase of recent similar assignments related to GCF. | 20 |
| TC 4: Prior experience assisting DAEs and IAEs in Africa; global experience would be advantageous | 10 |
| TC 5: Excellent spoken and written English a must (proof to be provided in form of qualifications/certificates) French and other languages spoken in Africa will be an added advantage | 10 |
| **Total Points** | **100** |
| **Minimum Technical Score** | **60%** |

**Financial evaluation:** Financial score = (Lowest bid/Current bid) x Maximum points to be awarded

**Award:** Three (3) to eight (8) top ranked bidders (combined technical and financial score) that obtained the minimum technical score or more. GCA may consider awarding up to ten (10) top ranked bidders in the event of circumstances explained above.

### Award Criteria - Climate Finance Consultants

| TC 1: Advanced degree in Climate Finance or related fields, coupled with a minimum of 5 years of pertinent experience, preferably within climate finance sectors of multilateral organizations or intricate national/sub-national entities in the climate finance arena. | Maximum Score: 20 |
| TC 2: Familiarity with the requirements of multilateral climate funds such as GCF, AF, and GEF | 30 |
| TC 3: Outstanding leadership and project management abilities, enabling independent work, effective coordination of projects and partners, and timely provision of strategic insights to ensure the delivery of technically sound and timely results. | 20 |
**Summary**

**TC 4:** Exceptional planning and operational competencies, encompassing procurement and contract management, combined with a proven sense of urgency and capability to work under stringent deadlines. This should be within a collaborative team environment, emphasizing an empowering and solution-driven approach

**TC 5:** Excellent spoken and written English and French and other languages spoken in Africa will be an added advantage

| Total Points | 100 |
| Minimum Technical Score | 60% |

**Financial evaluation:** Financial score = (Lowest bid/Current bid) x Maximum points to be awarded

**Award:** Three (3) to eight (8) top ranked bidders (combined technical and financial score) that obtained the minimum technical score or more. GCA may consider awarding up to ten (10) top ranked bidders in the event of circumstances explained above.

---

<table>
<thead>
<tr>
<th>Award Criteria - Innovative Climate Finance Consultants</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TC 1:</strong> Advanced degree in Climate Finance or related fields, with a minimum of 5 years of demonstrated experience in climate finance, especially in innovative financing mechanisms.</td>
<td>30</td>
</tr>
<tr>
<td><strong>TC 2:</strong> Experience working with multilateral development banks or financial institutions, particularly in financial modeling and structuring financial instruments.</td>
<td>30</td>
</tr>
<tr>
<td><strong>TC 3:</strong> Familiarity with financial instruments such as Climate Bonds, Debt Swaps, Blended Finance instruments, and others</td>
<td>30</td>
</tr>
<tr>
<td><strong>TC 4:</strong> Excellent spoken and written English a must (proof to be provided in form of qualifications/certificates) French and other languages spoken in Africa will be an added advantage</td>
<td>10</td>
</tr>
</tbody>
</table>

| Total Points | 100 |
| Minimum Technical Score | 60% |

**Financial evaluation:** Financial score = (Lowest bid/Current bid) x Maximum points to be awarded

**Award:** Three (3) to eight (8) top ranked bidders (combined technical and financial score) that obtained the minimum technical score or more. GCA may consider awarding up to ten (10) top ranked bidders in the event of circumstances explained above.

---

<table>
<thead>
<tr>
<th>Award Criteria - Project Finance Consultants</th>
<th>Maximum Score</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TC 1:</strong> Advanced degree in Climate Finance or related fields, with a minimum of 5 years of professional experience in project finance, specifically in financial analysis, market assessments, product design, and due diligence for large-scale projects.</td>
<td>30</td>
</tr>
<tr>
<td><strong>TC 2:</strong> Demonstrated experience working with or for Multilateral Development Banks (MDBs) and other banks. Experience with IFIs and DFIs is a plus.</td>
<td>20</td>
</tr>
<tr>
<td><strong>TC 3:</strong> Experience with African markets, recognizing their unique challenges and opportunities.</td>
<td>20</td>
</tr>
</tbody>
</table>
**TC 4**: Experience developing materials for capacity-building training sessions, workshops, and events around project finance.  

**TC 5**: Excellent spoken and written English a must (proof to be provided in form of qualifications/certificates) French and other languages spoken in Africa will be an added advantage.

**Total Points**

Minimum Technical Score: 100

Financial evaluation: Financial score = (Lowest bid/Current bid) x Maximum points to be awarded

**Award**: Three (3) to eight (8) top ranked bidders (combined technical and financial score) that obtained the minimum technical score or more. GCA may consider awarding up to ten (10) top ranked bidders in the event of circumstances explained above.

**Award Criteria - Program Management Consultants**

| TC 1: Advanced degree with strong leadership and project management skills, capable of independently coordinating projects and contracts and delivering timely, technically robust outputs. | 30 |
| TC 2: At least 5 years of experience showcasing excellent planning and operational abilities, including procurement and contract management, with a proven ability to meet tight deadlines collaboratively. | 20 |
| TC 3: Minimum of 5 years' experience in clear report writing, presentation, and communication, able to convey complex ideas clearly to diverse technical and strategic audiences. | 20 |
| TC 4: Proven track record of effective liaison with both internal and external stakeholders including government officials, UN agencies, NGOs, and the media. | 20 |
| TC 5: Excellent spoken and written English a must (proof to be provided in form of qualifications/certificates) French and other languages spoken in Africa will be an added advantage. | 10 |

**Total Points**

Minimum Technical Score: 60%

Financial evaluation: Financial score = (Lowest bid/Current bid) x Maximum points to be awarded

**Award**: Three (3) to eight (8) top ranked bidders (combined technical and financial score) that obtained the minimum technical score or more. GCA may consider awarding up to ten (10) top ranked bidders in the event of circumstances explained above.

Bids scoring less than the minimum score for any main technical award criterion (TC.1, TC.2, TC.3, TC.4 and TC.5) will be considered of insufficient quality and shall be rejected.

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.
4.4 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 Work/Terms of Reference (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 the reference projects and demonstrating the bidder’s technical, regional and sectorial experience relevant for the Scope of Work/Terms of Reference. 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 does the project illustrate.
- Consortium 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 Work/Terms of Reference.
- Tailored CVs of the team proposed to perform the services and provide.

5. 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 the 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 regarding 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 to avoid conflict 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 Submission/Identification Form

GCA-PR-23-372 – Individual Consultants to Support the GCA Adaptation Finance Program

<table>
<thead>
<tr>
<th>IDENTIFICATION OF BIDDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Country</td>
</tr>
<tr>
<td>Passport No.</td>
</tr>
<tr>
<td>Address</td>
</tr>
<tr>
<td>E-mail</td>
</tr>
<tr>
<td>Telephone Number</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE OF RFP</th>
</tr>
</thead>
<tbody>
<tr>
<td>I, the undersigned, confirm:</td>
</tr>
<tr>
<td>1. The acceptance of the conditions in the Request for Proposal.</td>
</tr>
<tr>
<td>2. The acceptance of the contract terms and conditions in their entirety and without reservation.</td>
</tr>
<tr>
<td>3. That the period of validity of my Proposal is <strong>90 days</strong> from the deadline of this Request for Proposal.</td>
</tr>
<tr>
<td>4. Compliance with the requirements relating to the Scope of Work/Terms of Reference as defined in Annex 3 of this Request for Proposal, and</td>
</tr>
<tr>
<td>5. That the information given in this Proposal is correct.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Place and Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Full Name</th>
</tr>
</thead>
</table>

RECOMMENDED CURRICULUM VITAE (CV) TEMPLATE

<table>
<thead>
<tr>
<th>Position Title and No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Consultant:</th>
</tr>
</thead>
<tbody>
<tr>
<td>{Insert full name}</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date of Birth:</th>
</tr>
</thead>
<tbody>
<tr>
<td>{day/month/year}</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Country of Citizenship/Residence</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**Education:** {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}
Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

<table>
<thead>
<tr>
<th>Period</th>
<th>Employing organization and your title/position. Contact information for references</th>
<th>Country</th>
<th>Summary of activities performed relevant to the Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>[e.g., May 2005-present]</td>
<td>[e.g., Ministry of ......, advisor/consultant to... For references: Tel........../e-mail.......; Mr. Hbbbb, deputy minister]</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work):

Adequacy for the Assignment:

Detailed tasks of similar assignments performed by the consultant/ prior work/assignments that best illustrates capability to handle the assigned tasks

Consultant’s contact information: (e-mail ......................, phone.............)

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of an award. I understand that any
misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Global Center on Adaptation (GCA).

{day/month/year}

Name of Consultant  Signature  Date
Annex 2: Declaration on Honor

The undersigned (name of consultant)………………………………………………………………………………., representing:

<table>
<thead>
<tr>
<th>Full official name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.D. or Passport number:</td>
</tr>
<tr>
<td>Full residential address:</td>
</tr>
</tbody>
</table>

I – Situations of exclusion

<table>
<thead>
<tr>
<th>(1) declares that the above-mentioned individual is in one of the following situations:</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>(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;</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>(b) it has been established by a final judgement or a final administrative decision that the individual is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>(c) it has been established by a final judgement or a final administrative decision that the individual is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the s/he 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:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(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;</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>(ii) entering into agreement with other parties with the aim of distorting competition;</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>(iii) violating intellectual property rights;</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td>(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;</td>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>
(v) attempting to obtain confidential information that may confer upon its undue advantages in the award procedure;

(d) it has been established by a final judgement that the individual 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 individual 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 – Remedioal measures

If the individual consultant declares one of the situations of exclusion listed above, s/he must indicate measures s/he has taken to remedy the exclusion situation, thus demonstrating his/her reliability. This may include e.g. technical or personal measures to prevent further occurrence, compensation for 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 to in point (d) of this declaration.

III – Evidence upon request

Upon request the individual consultant must provide 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 consultant showing that those requirements are satisfied. These documents must provide evidence covering all taxes and social security contributions for which the consultant is liable, including for example, VAT, income/company tax and social security contributions.
V – Selection criteria

(2) declares that the above-mentioned consultant complies with the following selection criteria

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>N/A</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(a) It has the legal 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 consultant has truthfully provided the information herein.

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

The above-mentioned consultant 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.

The above-mentioned consultant will comply with the UN Supplier Code of Conduct, to the extent applicable. The code is available on: https://www.un.org/Depts/ptd/about-us/un-supplier-code-conduct

Full name:

Date:

Signature:
Annex 3: Scope of Work/Terms of Reference

1. Background information
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 health, livelihoods, food security, water supply, human 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 has an ambitious 2020-2025 business plan with three pillars:
- Programs and Action: Food Security; Using Nature for more resilient infrastructure; Water for Urban Growth and Resilience; Climate Finance; Youth Leadership
- Knowledge Acceleration: Building adaptation knowledge globally through cutting edge products such as the State and Trends in Adaptation Report and the Knowledge Exchange Platform
- Agenda Setting and Advocacy: Formulating policy messages to move the global, regional, and local adaptation agendas forward.

Adaptation Finance Program of GCA:
The economic case for investing in climate adaptation is strong. Benefit-cost ratios range from 2:1 to 10:1. Yet, money is not flowing at the pace or scale needed and there is a need to shift the way investment decisions are made to account for climate risks, scaling up and deploying public finance more effectively, scaling disaster risk finance and insurance, as well as harnessing private capital for resilience.

GCA’s Adaptation Finance Program builds the capacity of vulnerable countries to drive adaptation at a much greater scale by planning differently and accessing the key sources of adaptation finance through its business lines:
- Technical Assistance Program
- Innovative Tools and Instruments for Mobilizing Finance
- Climate Resilient Financial Systems

In the above context, the GCA is recruiting individual roster consultants to support its work under different lines of activities of GCA’s adaptation finance program, to be conducted in different regions specially in Africa.

2. Objective of the Assignment
GCA is launching a procurement process to establish a roster of individual consultants. This roster will play a major role in (i) reviewing and ensuring quality of the Technical Assistance Program (TAP) deliverables (ii) providing essential support to GCA’s Adaptation Finance program by engaging in activities such as upstreaming support, active external engagement, cross-theme
coordination, and the implementation of the Program (iii) exploring the opportunity to finalize the business lines through designing/adopting innovative financial instruments and devising suitable investment modalities for identified adaptation opportunities around the private sector and financial institutions (iv) develop and implement activities as well as review deliverables related to macroeconomic stress testing and scenario analysis for financial system, taxonomies, climate bonds, CPEIR, integrating TCFD recommendations and others (v) arrangements of national and global stakeholder events/training/workshops.

3. Scope of the Services to be Performed

Technical Experts to assist in the review of Concept notes and Funding Proposals:

GCA is looking for highly motivated and dynamic individuals with excellent understanding of Multilateral funds like Green Climate Fund (GCF), Adaptation Fund (AF) and Global Environmental Facility (GEF). This role will involve in reviewing the work of individual consultants, firms and advise NDAs, DAEs and IAEs about components that need to be improved to meet GCF/AF/GEF investment criteria in the CNs and FPs.

Under the guidance of the Climate Finance Lead/Senior Specialist requiring the consulting, the Technical Expert will be responsible for, but not limited to:

- Providing timely written assessments and subject matter reviews on specific technical matters in the Funding Proposal, Concept notes related to her/his field of expertise, within the scope and timeline of the assignment requested by the lead/Specialist and any further explanations or clarifications required;
- Providing written suggestions or recommendations to enhance the FP and CN (technical assessments) on basis of best practices in the corresponding field, experience in the relevant local and regional context, and citations of relevant scientific and technical publications;
- Advise and provide input to strengthen the concept note through specific discussions, reviewing text and providing comments and edits and undertaking non-primary research that helps to provide support to concept note development
- Provide inputs to the NDA for the country responses to the comments received from GCF during review and adjust the concept note in accordance with the relevance of those comments
- Conduct training, workshops, and experts event, if necessary
- Participating virtually in the relevant meetings if requested by the Lead/Specialist;
- Participating, if requested by the Lead/Specialist, in phone conversations along with accredited entities and relevant stakeholders to discuss aspects of the project or programme being reviewed.

Accreditation Experts:

GCA is looking for highly motivated and dynamic individuals with excellent communication skills and a strong grasp of the climate finance landscape to join us as Accreditation experts. This role will involve in providing support to DAEs and potential DAEs in preparing and
submitting their applications for accreditation and reaccreditation to the GCF and AF in full compliance with the fund’s requirements.

Under the oversight of the Senior Climate Finance Specialist, the Climate Finance Consultants is expected to perform the following activities, but not limited to:

- Providing guidance for the establishment of a GCF accreditation Task-Team within DAEs or potential DAEs
- Familiarizing the Task-Teams with the requirements of the GCF accreditation
- Carrying out gap assessments to identify any readiness gaps and develop roadmaps for the entities to reach the GCF accreditation and reaccreditation application submission, with detailed information and mapping of the steps it must take to strengthen its capacities to meet the GCF’s re/accreditation standards;
- Provide technical assistance to implement required actions in order to fill the gaps
- Provide inputs to develop missing procedures and policies, in French and English languages
- Provide technical assistance for the operationalization of existing or newly developed policies, frameworks and systems internally and with other relevant ministries and partners
- Providing technical assistance for the collection of supporting documents, including evidence of policy, system and framework implementation and related documentation
- Assisting the entities to organize their application packages, to fill out the GCF online re/accreditation application form, and to submit to GCF via its Digital Accreditation Platform (DAP) (Stage 1)
- Assisting the entities to respond to questions and clarification requests from the GCF’s Accreditation Panel (Stage 2)

**Climate Finance Consultants:**

GCA is looking for highly motivated and dynamic individuals with excellent communication skills and a strong grasp of the climate finance landscape to join us as **Climate Finance Consultants**. This role will involve in providing upstream support, engaging with external stakeholders, coordinating cross-theme initiatives, and implementing the Technical Assistance Program (TAP) while supporting various business lines under the Climate Finance Program which aim is to mobilize and influence climate finance worth $5 billion by 2025.

Under the oversight of the Senior Climate Finance Specialist, the Climate Finance Consultants is expected to perform the following activities, but not limited to:

- Conduct research and analyze countries’ urgent adaptation needs, updates on multilateral climate funds, and other elements of the international climate finance
- Identify and develop a pipeline of adaptation projects, including to screen projects, participate in project missions, develop internal and external project briefings and
presentations, and evaluate the potential for GCA to provide added value

- Closely engage with countries, entities, MDB task teams, and development partners to identify and development of adaptation concept notes, to identify and support entities for accreditation and reaccreditation to Green Climate Fund (GCF) and Adaptation Fund (AF) in Africa that contribute to the strategic development and implementation of GCA’s work under AAAP.

- Take a proactive role in the conceptualization, design, procurement, implementation and management of upstream technical assistance support on climate finance in Africa, including but not limited to the preparation of project concepts, procurement documents, contract management, planning tools, and progress monitoring and reporting.

- Develop and review deliverables, reports, presentations, and project briefs, ensuring that all project outputs are technically robust and with a clear narrative.

- Support the preparation of knowledge products – e.g. policy briefs, news stories, reports – on GCA’s activities and work program in Africa, as well as internal and external capacity building activities under the Climate Finance pillar of AAAP.

- Further expand and maintain GCA’s network of international, national, regional and local stakeholders, including to present the impact of the work of the Climate Finance Program to external stakeholders globally.

- Support cross cutting work of different business lines within the climate finance pillar and perform any other duties as assigned.

**Innovative Climate Finance Consultants:**

GCA is looking for highly motivated and dynamic individuals with excellent communication skills and a strong grasp of the innovative climate finance tools and instruments as **Innovative Climate Finance Consultants**. GCA is spearheading efforts to foster the integration of innovative climate finance tools and instruments. By invigorating adaptation finance, GCA aims to catalyze institutional investments from both domestic and international spheres to fund adaptation-centric initiatives. Our key objectives encompass technical assistance for the formulation of blended finance, capital market solutions like green bonds, and endorsing adaptation taxonomy for traditional green financial channels.

Under the oversight of the Senior Climate Finance Specialist, the Climate Finance Consultants is expected to perform the following activities, but not limited to:

- Conduct a comprehensive literature review on reports addressing financial challenges and gather insights related to opportunities for GCA’s innovative climate finance workplan.

- Foster robust partnerships with countries, entities, MDB task teams, and development allies to pinpoint and cultivate potential innovative financial instruments that amplify adaptation finance flows.
• Assist in the development of clear support workplan, roles and responsibilities, and implementation and monitoring plan
• Take a proactive role in the conceptualization, design, procurement, implementation and management of upstream technical assistance support, including but not limited to the preparation of project concepts, procurement documents, contract management, planning tools, and progress monitoring and reporting
• Participating virtually in the relevant meetings if requested by the Lead/Specialist;
• Participating, if requested by the Lead/Specialist, in phone conversations along with entities and relevant stakeholders to discuss aspects of the project

**Project Finance Consultants:**
GCA is looking for highly motivated and dynamic individuals with excellent understanding of project finance to join us as Project Finance Consultants. This role will involve providing upstream support, engaging with external stakeholders, supporting project eligibility screening, project intake and incubation, and project and/or corporate finance underwriting and analysis across Africa.

Under the oversight of the Senior Climate Finance Specialist, the Climate Finance Consultants is expected to perform the following activities, but not limited to:

• Identifies projects with MDBs’ task managers that have the potential to fit well with the financing criteria and impact objectives of GCA conducting pre-screening evaluations to determine whether to screen formally and initiate due diligence.
• Performs analysis of and due diligence on proposals for financing to assess their feasibility and risk with respect to financial performance, operation, management, governance and legal, and achievement of expected impact.
• Organizes and conducts due diligence meetings and site visits with clients and other parties
• Consults with industry experts on various aspects of proposed projects and assists in developing ToRs, the selection and procurement of consulting services
• Participating virtually in the relevant meetings if requested by the Lead/Specialist;
• Participating, if requested by the Lead/Specialist, in phone conversations along with entities and relevant stakeholders to discuss aspects of the project

**Program Consultants:**
GCA is looking for highly motivated and dynamic individuals with excellent communication skills and a strong grasp of the event management to join us as Program Consultants. This role will involve in providing support in organizing events, workshops and training under the adaptation finance program.

Under the oversight of the Senior Climate Finance Specialist, the Climate Finance Consultants is expected to perform the following activities, but not limited to:

• Creation of invitations and posters
• Contribution to the lay-out and design of promotional materials.
• Liaise with the designated focal points (finance, procurement, external partners) to ensure event/workshop/training achieves the goals and objectives of all major stakeholders;
• Establish and maintain contacts with government officials, other UN agencies, non-governmental organizations, diplomatic missions, media, etc.; ensure appropriate mechanisms to facilitate collaboration and exchange of information
• Logistics (security, registration, room set-up, securing services for the event, maintenance, catering, etc.)
• Serve as the primary focal point for event preparations
• Participate in planning and preparation of the event budget and work program

4. Institutional and Organization Arrangements
Under the oversight of the Senior Climate Finance Specialist.

5. Individual Consultant’s Qualifications
Technical Experts:
• Individuals interested to serve as international experts/specialists as part of a Roster of Experts must have prior experience developing, reviewing and/or evaluating climate change adaptation project/programme proposals, as well as experience implementing climate change projects/programmes in developing countries in different regions.
• Master’s degree in economics, finance, environmental and social sciences, climate policy, or other related discipline
• Applicants must also demonstrate recognized technical capacity and expertise, supported by at least 10 years of relevant professional experience in an international environment, in at least one of the following technical specialties:
• Experience working in developing countries across at least two regions (Africa, and Asia)
• Expertise developing, implementing, and reviewing climate projects/programmes multilateral funds’ result areas, and across micro to large project sizes.
• Experience working with international, regional, and national entities and with different financial instruments including grant, loans, equity and guarantee.
• Experience conducting financial and economic analysis on a project/programme level;
• Risk analysis of projects/programmes, particularly for the management of financial and operational risks;
• Implementation and oversight of environmental and social safeguards and policies, including gender policies; and/or
• Design and implementation of results management frameworks for the monitoring and evaluation of projects and programmes.
• Experience developing the Theory of Change (TOC) that will enable climate finance to address core adaptation challenges
• More broadly, individuals interested to serve as international experts/specialists should demonstrate the following qualifications:
• Extensive operational experience in some of the Funds’ result areas:
• Professional experience in the financing, development, and implementation of public and/or private sector projects in developing countries;
• Working knowledge of the project management cycle, including origination, implementation, and activity oversight; and/or
• Deep understanding of policies and procedures of the United Nations Framework Convention on Climate Change and keeping abreast of communications of the Intergovernmental Panel on Climate Change, and other relevant processes is desirable.

**Accreditation Expert:**
• Advanced degree (PhD or Master’s) in Climate Finance, Engineering in Climate Change Adaptation, International Development, Economics or other related fields with 10 years’ experience, or equivalent combination of education and experience.
• At least 7 years of experience in providing support to strengthening institutional capacities of national or regional institutions in the field of finance, environment and/or climate change, ideally in supporting nominated national or regional entities in getting accredited to the GCF.
• At least 7 years of experience analyzing fiduciary/environmental/social standards (with a special emphasis on GCF and/or IFC Fiduciary, Environmental and Social Standards) and formulating procedural and capacity building plans/projects for public institutions.
• In depth understanding of climate finance issues, at the international and regional scales, with knowledge of the current climate finance architecture of the Green Climate Fund and Adaptation Funds (AF).
• At least 7 years of experience working with a cross-section of stakeholders, including NDAs, DAEs, and donor governments and organizations.
• At least 7 years of experience in institutional and skill-based capacity development.
• Work experience in Central Africa and/or in West Africa is an asset.

**Climate Finance Consultant:**
• Individuals interested to serve as international experts/specialists as part of a Roster of Experts.
• Master’s degree in economics, finance, environmental and social sciences, climate policy, or other related disciplines.
• Minimum of 5 years of relevant work experience ideally in climate finance in multilaterals or other complex national or sub-national partners within the climate finance landscape.
• Excellent conceptual and practical understanding of key subject areas such as project finance, international climate policies, financial instruments, and design and implementation of climate adaptation projects; project management.
• Experience with and/or knowledge of the requirements of multilateral climate funds like the GCF, AF, and Global Environmental Facility (GEF), etc.
• Excellent leadership and project management skills to work independently, effectively coordinate projects, contracts, and implementation partners, as well as to provide rapid and strategic inputs, ensuring the achievement of technically robust and timely outputs.
• Excellent planning and operational skills – including procurement and contract management – and a demonstrable sense of urgency and ability to work under tight deadlines in a team setting while maintaining an empowering and solutions-oriented approach.
• Excellent report writing, presentation and communication skills, backed by an ability to articulate complex ideas into clear outputs with a coherent narrative to a diverse audience of stakeholders at technical and strategic levels.
• Excellent teamwork and interpersonal skills, with proven ability to collaborate effectively in a multicultural team and organization.
• Excellent spoken and written English and French and other languages spoken in Africa will be an added advantage.

Innovative Climate Finance Consultants:
• Individuals interested to serve as international experts/specialists as part of a Roster
• Master’s degree or higher in Finance, Environmental Studies, Sustainable Development, or related fields.
• Minimum of 5 years of proven experience in climate finance, particularly with innovative financing mechanisms.
• Experience in working with multilateral development banks or financial institutions will be an added advantage.
• Strong analytical and strategic thinking capabilities.
• Expertise in financial modeling and structuring of financial instruments.
• Demonstrable proficiency in stakeholder engagement and partnership building.
• Excellent verbal and written communication skills in English. Proficiency in other languages would be an advantage.
• Proactive and self-motivated with the ability to work independently.
• Team player with an inclination for collective success.
• Commitment to GCA’s values and mission.

Project Finance Consultant:
• Individuals interested to serve as international experts/specialists as part of a Roster
• Master’s degree or higher in Finance, Environmental Studies, Sustainable Development, or related fields.
• Minimum of 5 years of professional experience in project finance, particularly in conducting financial analysis and due diligence for large-scale projects.
• Proven experience working with or for Multilateral Development Banks (MDBs) is highly desirable.
• Experience in African markets, understanding its unique challenges and opportunities.
• Hands-on experience in organizing and conducting due diligence meetings and site visits.
• Excellent teamwork and interpersonal skills, with proven ability to collaborate effectively in a multicultural team and organization.
• Excellent spoken and written English and French and other languages spoken in Africa will be an added advantage.

Program Management Consultants:
• Individuals interested to serve as international experts/specialists as part of a Roster
• Bachelor’s degree or higher in art, social science, or related fields.
• At least 5 years of hands-on experience in planning, organizing, and executing large-scale events, workshops, and training programs.
• Proven track record of effective liaison with both internal and external stakeholders including government officials, UN agencies, NGOs, and the media.
• Excellent leadership and project management skills to work independently, effectively coordinate projects, contracts, and implementation partners, as well as to provide rapid and strategic inputs, ensuring the achievement of technically robust and timely outputs.
• Excellent planning and operational skills – including procurement and contract management – and a demonstrable sense of urgency and ability to work under tight deadlines in a team setting while maintaining an empowering and solutions-oriented approach.
• Excellent report writing, presentation and communication skills, backed by an ability to articulate complex ideas into clear outputs with a coherent narrative to a diverse audience of stakeholders at technical and strategic levels.
• Ability to manage multiple tasks while ensuring every detail is taken care of.
• Excellent report writing, presentation and communication skills.
• Excellent teamwork and interpersonal skills, with proven ability to collaborate effectively in a multicultural team and organization
• Excellent spoken and written English (French as major advantage) and other languages spoken in Africa will be an added advantage

6. Location and Period of Execution
Remote, with availability for meetings with staff based in Rotterdam, The Netherlands, Abidjan, Cote D’Ivoire, Contract Signature – December 2024.

7. Payment Schedule
Payment will be made based upon time spent fulfilling the objective of the assignment. Consultant will be asked to maintain and submit a Work Log tracking number of days spent in providing consultant service, with 8 hours comprising 1 day.

8. Services and Facilities to be provided by the Consultant
Own laptop and good internet connection.
Annex 4: Financial Proposal Form

The exact template provided below shall be used, including the 5 points underneath (without any changes to the wording) and the signature of the Individual Consultant.

**Bidders are required to complete this Form. No other forms are accepted by the GCA.** Failure to submit the Financial Proposal using this Financial Proposal Form is deemed to be **non-compliant** and the bidder’s Financial Proposal **shall not** be considered for further evaluation.

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit of Measure</th>
<th>All-inclusive Firm Fixed Daily Fee (EUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Bidder’s Name]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[Assignment/procurement title]</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Professional Fee**

Day

**All-inclusive Firm Fixed Daily Fee (EUR)**

<table>
<thead>
<tr>
<th>Categories</th>
<th>Unit of Measure</th>
<th>Quantity</th>
<th>Unit Rate</th>
<th>Total Fee (EUR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reimbursables</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Travel costs</td>
<td>Trip</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Xxx</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I confirm that the submitted All-inclusive Firm Fixed Daily Fee 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/bidder (e.g., cost of administration, taxes, contract management costs, etc.), and
5. Exclusive of VAT.

**Failure to submit prices or submission of incomplete or ambiguous prices may lead to rejection of the Proposal without further evaluation.**

**Bidder’s Authorized Representative:**

Position:

Date:

Signature (Individual Consultant):
Annex 5: Framework Agreement

Framework Agreement for
PROCUREMENT TITLE
(Without Mini-Competition)

GCA-PR-23-XXX

between

Global Center on Adaptation

and

(Individual Consultant)
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 (PROCUREMENT TITLE)

   2.2 The present Agreement is given a framework character due to the fact that the project requires a high flexibility by GCA to detail work undertaken by the Contractor, but it will be filled with project tasks in the form of Work 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 Work/Terms of Reference and individual Work Orders, and for the whole duration of the Contract:

- to perform the work and services as per the Statement of Work and individual Work Orders;
- to make available for these tasks the necessary personnel, material, equipment and facilities,
- to undertake work according to the Work 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 Work/Terms of Reference and related Annexes
b. Each subsequent Work Order placed including its associated Statement of Work
c. The Contractors Proposal for the Framework Agreement
d. The Contractors Proposal for each Work 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 Work 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 (PROCUREMENT TITLE), and the Contractors’ response thereto) in the areas of:

- (List type of Services)
- X
- X
under this Agreement shall be organized on the basis of specific Work Orders, which shall be laid down in a separate contract ("Work Order"). Each Work Order 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 Work Orders under this Agreement on a case-by-case basis. The detailed terms of Specific Conditions shall be laid down in the relevant Work 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 Work Orders, priced based on the detailed Scope of Work/Terms of Reference 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 Work 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 Work Order procedure specified here below. Each Work Order will be concluded on a firm fixed price Basis.

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

6. WORK 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 Work Order to support specific projects by sending a specific Statement of Work electronically to the Contractor.

6.2 GCA shall award/issue Work Orders, without reopening competition, based on the “cascade” method, i.e. firstly contacting the Contractor whose proposal for the award of a framework agreement was considered the best and turning to the second, third one, etc. where the first/preceding one is not capable of or interested in providing the services in question. For the purpose of efficient program implementation and utilization of other Contractors in the
Framework Agreement, GCA may not overload a single Contractor with multiple Work Orders (unless in extremely necessary circumstances) and may require the full execution/completion of ongoing Work Order(s) before additional Work Order(s) are issued to the same Contractor.

6.3 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 Work Order to support specific projects by sending a specific Statement of Work electronically to the Contractor.

6.4 Each Work 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.
- **Time schedule**: Time schedule and any deadlines for the services and deliverables.
- **Financial arrangements**: Budget, fees, expenses, invoicing schedule, etc.

6.5 GCA will issue a Work Order following the form given as Annex 1 hereto which shall be signed by their authorized representatives. Only upon signature of this Work Order by both Parties shall the Contractor be deemed authorized to perform the work. If however, for urgency reasons, GCA decides to provide the Contractor with a preliminary authorization to proceed with the work foreseen under a Work Order, such authorization 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.

6.6 Work under this Work 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 Work Order(s) 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 Work Orders with sufficient flexibility.

The Contractor shall:

a. Be responsible for the proper performance of the services to be rendered under the Contract and its Work 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 Work Orders.
d. Be responsible for organising quarterly reviews to discuss with GCA representatives all matters related to the performance of the Agreement/Work 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 Work 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 Work 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 Work 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 Work 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 Work 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 Work 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 Work Order determines the application of monetary penalties in the terms to be defined in each Work Order.

9.7 Penalties for late delivery are not applicable unless specifically incorporated in a Work 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 (Work Order Procedure) of the present Agreement, the Agreement shall be deemed automatically extended to cover the period needed for the performance of any Work 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 Work 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 Work 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 Work 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 Work Orders shall continue to bind the Parties in regard of the provisions of the corresponding Work Order, except where the breach also represents a breach of that Work 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 Work 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 Work 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 attributably 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 Honour 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 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 methodologies, tools, report, 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 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 Work 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 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. **ORGANISATION**

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 Work 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 Work 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 Work 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 Work Order (see Clause 6 above). Unless otherwise agreed for a specific Work Order, the remuneration shall be based on the hourly/daily rates set out in the Contractors Proposal associated with this Agreement.

14.2 Unless expressly stated otherwise in a Work Order, any types of expenses shall not be reimbursed by GCA but borne by the Contractor. Any hourly/daily rate or other fixed fee shall also be considered to include all materials, labour and equipment needed for the performance of the respective Work Order.

14.3 The Contractor shall notify GCA of any need for the rendering of services or works not covered by the Work 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 Work 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 Work 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 Work Order will be made in accordance with a payment plan included in the relevant Work 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 Work 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 Work Order concerned.

f. The 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:

<table>
<thead>
<tr>
<th>Bank account holder’s full name:</th>
<th>...</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name and address of recipient’s bank:</td>
<td>...</td>
</tr>
<tr>
<td>Recipient’s account number/IBAN:</td>
<td>...</td>
</tr>
<tr>
<td>Recipient bank’s SWIFT or BIC code:</td>
<td>...</td>
</tr>
</tbody>
</table>
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 Work 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 Work Orders, such personnel shall be available throughout the concerned Work 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 the 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 Work/Terms of Reference. 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 Work 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 publicise 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 Work 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 Work 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 Work 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 Work 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 Work Order
Annex 2 – Signed Declaration on Honor
Annex 3 – Framework Agreement Statement of Work
Annex 4 – Statement of Acknowledgment
### Annex 1 – Template of GCA Work Order

<table>
<thead>
<tr>
<th>GCA Work Order No.:</th>
<th>GCA-PR-XX-XXX-[UNIT4 Contract Number]</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR:</td>
<td>DATE:</td>
</tr>
<tr>
<td>TITLE OF WORK ORDER:</td>
<td>GCA CONTRACT NO:</td>
</tr>
<tr>
<td>DESCRIPTION OF ACTIVITIES:</td>
<td></td>
</tr>
<tr>
<td>PERIOD OF PERFORMANCE:</td>
<td></td>
</tr>
<tr>
<td>PRICE AND PAYMENT PLAN:</td>
<td></td>
</tr>
<tr>
<td>Price: €</td>
<td>Payment plan:</td>
</tr>
<tr>
<td>SPECIFIC CONDITIONS:</td>
<td></td>
</tr>
<tr>
<td>As per Terms and Conditions of Framework Agreement No. [UNIT4 Contract Number].</td>
<td></td>
</tr>
<tr>
<td>Framework Agreement Title: [insert title] dated [insert date].</td>
<td></td>
</tr>
</tbody>
</table>

GCA Chief Executive Officer: Prof. Dr. Patrick Verkooijen

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>AUTHORIZED REPRESENTATIVE: [insert name]</th>
<th>DATE:</th>
<th>SIGNATURE:</th>
</tr>
</thead>
</table>

GCA-PR-23-372: Request for Proposals - Framework Agreement (Without Mini-Competition) 52
Annex 3 – Framework Agreement Statement of Work
Annex 4 – Statement of Acknowledgment

I acknowledge that I have received a copy of the Code of Conduct, which describes the standards of behavior expected by GCA and I agree to act in accord with those standards as a condition of my agreement with GCA.

I have read and understood the Anti-Fraud Policy, which describes acts or omissions that are considered as fraud or corruption and that are not permitted by GCA. I agree to act in accord with the Anti-Fraud Policy as a condition of my agreement with GCA.

I also acknowledge that I understand the reporting process for complaints and any suspicions of misconduct, illegal actions, or violations of the Code of Conduct or any other GCA policies and rules. I will use the webform on GCA’s website at https://gca.org/about-us/contact-us/ to report such incidents. In case I encounter difficulties accessing the online complaint form, I will send an email to speakup@gca.org to report integrity violations or to safeguarding@gca.org to report incidents of Sexual Exploitation, Abuse, and Harassment. If I need to report anything urgently, I will call or use WhatsApp to contact the Whistle Officer at +31 643147051. I understand that it is my duty to speak up immediately if I witness an incident, suspect an integrity violation, suspect a breach of a policy, feel harassed, or have a complaint regarding GCA or its associated parties or individuals.

I understand that if I have questions at any time about any of these documents, I will consult the GCA contact person or the Human Resources staff for clarification.

Finally, I understand that the contents of the documents may change at any time at the sole discretion of GCA, which relevant changes GCA informs me of. Changes are effective as of the date of their publication.

Signature:

Name:

Date: