



GLOBAL
CENTER ON
ADAPTATION

REQUEST FOR PROPOSALS

FRAMEWORK AGREEMENT (MINI-COMPETITION)

For

Unlocking Climate Finance through Banks

RFP Ref: GCA-PR-24-579

CLOSING DATE: 18 OCT 2024

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: 13 September 2024

Table of Contents

1.	Introduction	4
1.1	Introduction to the Global Center on Adaptation (GCA)	4
1.2	Introduction to the Requesting Programs	4
1.3	Introduction to this Request for Proposals.....	5
1.3.1	Purpose of this Request for Proposals (RFP).....	5
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.....	7
2.4	Validity of the Proposal.....	8
2.5	Communication during the Tendering Process.....	8
2.6	Bid Opening and Evaluation of Proposals	8
2.7	Proposal Presentations and Interviews	8
3.	Scope of Services.....	9
4.	Joint Proposals and Subcontracting.....	9
5.	Evaluation of Proposals and Bidders.....	9
5.1	Exclusion Criteria.....	10
5.2	Selection Criteria	10
5.3	Award Criteria	16
5.4.	Content of the Technical Proposal.....	18
6.	RFP Cancellation.....	19
7.	Ownership of Proposals Submitted	19
8.	Liabilities for Errors	19
9.	Additional Provisions	20
	Annex 1: Bidder Identification Form.....	21
	Annex 2: Declaration on Honor.....	23
	Annex 3: Terms of Reference.....	26
	Annex 4: Framework Agreement.....	38

Acronyms and Abbreviations

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

1. Introduction

1.1 Introduction to the Global Center on Adaptation (GCA)

The Global Center on Adaptation (GCA) is an international organization that promotes adaptation to the impacts of climate change. It works to climate-proof development by instigating policy reforms and influencing investments made by international financial institutions (IFIs) and the private sector. The goal is to bring climate adaptation to the forefront of global efforts to address climate change and ensure that it remains prominent.

GCA's work is guided by three core approaches. They are:

- **Knowledge:** GCA builds and accelerates the application of adaptation knowledge globally. GCA creates and manages knowledge, leads research to fill knowledge gaps, and drives innovation to develop specialized approaches.
- **Leadership:** GCA's convening power brings together the most influential thinkers and decision-makers, while giving voice to the most vulnerable. GCA formulates policy messages to shape and move global, regional, and local adaptation agendas forward.
- **Action:** GCA works with governments, academia, community-based organizations, IFIs, national banks, and private financial institutions to shape and implement investments in a way that builds resilience for climate-vulnerable people and creates jobs. GCA supports access to financing from the Global Climate Fund.

The Africa Adaptation Acceleration Program (AAP), launched by GCA in partnership with the African Development Bank, aims to scale up adaptation efforts and mobilize finance for climate-resilient development in Africa. GCA has integrated adaptation solutions into nearly \$10 billion of investments across the continent, focusing on four key areas:

1. **Food Security:** Targeting \$10 billion in investments by 2025 to build climate-smart agriculture and resilient food systems for 38 million farmers and herders in 26 African countries.
2. **Infrastructure and Nature-based Solutions:** Aiming to integrate climate resilience solutions into \$12 billion worth of investments in infrastructure by 2025.
3. **Youth Entrepreneurship and Adaptation Jobs:** Supporting one million youth with entrepreneurship skills and creating five million climate adaptation jobs through over \$2 billion in IFI investments by 2025.
4. **Adaptation Finance:** Unlocking \$1 billion in climate adaptation finance by 2025, focusing on innovative financial instruments and influencing IFI investments.

1.2 Introduction to the Requesting Programs

GCA is launching an initiative under the (1) **Adaptation Finance program** to boost private sector involvement in climate adaptation across Africa. On the supply side, the focus is on preparing domestic financial systems to handle funds from institutional and sovereign investors, by developing mechanisms to help African banks manage climate risks, derisk portfolios, and identify market opportunities. GCA will provide hands-on support to strengthen banks' roles in adaptation.

On the demand side, GCA will scale local adaptation enterprises through the (2) **YouthAdapt Challenge**, identifying innovative businesses led by young entrepreneurs and providing them with grants and incubation support. This challenge is aligned with GCA's programs to integrate adaptation investment into International Financial Institutions.

Additionally, GCA will bring together private sector actors for peer-to-peer learning and exploring investment opportunities and challenges, aiming to build coalitions to expand adaptation markets in Africa.

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 firms/organizations (hereto referred to as "Service Providers") to enter into a Framework Agreement. The selection process aims to ensure that the final selected Service Providers are of the highest caliber professionally, technically and ethically to implement and execute the necessary services.

1.3.2 Information about the Framework Agreement

1.3.2.1 Purpose and Duration

GCA intends to enter into a Framework Agreement for provide targeted technical assistance through two distinct workstreams aimed at both increasing the supply of finance and expanding the pipeline of adaptation investments based on the TOR included in this document. The agreement will be **valid for an initial period of two (2) Year, with a possible renewal of two (2) additional periods of 1 year each subject to performance of the Service Provider, availability of funds and mutual agreement between the Parties.**

1.3.2.2 Financial Envelope and Work Orders

The maximum financial envelope for services is **EUR 4,000,000 (Four Million Euros)**. Work Orders will be issued following a Mini-competition process, under the terms and conditions of the Framework Agreement.

1.3.2.3 Estimates and Commitments

Estimates provided in this Solicitation Document are not binding commitments for future purchases but rather provided in good faith and shall not in any way be deemed to be a commitment. GCA is not obligated to meet minimum procurement values or issue a set number of Work Orders. This Solicitation Document shall not be construed as an offer capable of being accepted.

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 Orders during the term/duration of the Framework Agreement with the Service Provider(s). GCA shall not be liable for any cost in the event that no purchases are made under any resulting Framework Agreement.

1.3.2.4 Draft Framework Agreement

The draft Framework Agreement, inclusive of GCA's contractual terms and conditions, is attached as an Annex for reference. **No modifications to the Framework Agreement will be made after the deadline for clarification requests.** 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 outlined in this Request for Proposal and the attached Draft Framework Agreement.

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.

Activity	Estimated date
Request for Proposals published/issued	13 September 2024
Deadline for sending a request for clarification to GCA	11 October 2024
Deadline for submission of proposals	18 October 2024
Bid opening	18 October 2024
Evaluation of the proposals	1 November 2024
Notice of intent to award (NOITA)	14 November 2024
Standstill period ends	18 November 2024
Signature of Framework Agreements	22 November 2024

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 submission link: [GCA-PR-24-579 - Unlocking Climate Finance through Banks](#) no later than **18 October 2024, 16:00:00 hours (04:00:00 p.m. o'clock), Central European Time (CET)** (hereinafter referred to as "the closing date and time").

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 submission link 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.

GCA-PR-23-338 - Submit Proposal

RFP-GCA-PR-23-338-TECHNICAL Propos... ×

+ Add more files Total 2 files 685 KB

First name * Last name *

Upload

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 on Honor** (Annex 2)
- A **Technical Proposal**: Shall contain the “Technical Proposal” and supporting documentation, with clear and concise description of your proposed actions to execute the Scope of Work/Terms of Reference and Deliverables (Annex 3). The Technical Proposal **should not exceed 15 pages (excluding supporting documentation, CVs, and company profile) 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 as few documents as possible, preferably **one PDF document**.
- The Technical Proposal must be named **RFP-GCA-PR-24-579-TECHNICAL Proposal** and no other characters or spacing should be included in the file name.
- Proposals which do not comply with these requirements 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 Request 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-24-579– Unlocking Climate Finance through Banks**". 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 Request for Proposals. Please note that GCA will not enter a detailed discussion on the requested services at this stage.

The closing date for clarifications concerning this Request for Proposal is **11 October 2024, 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 requests for clarification 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 Request for Proposal 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 specific Scope of Work/Terms of Reference related to that 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 after a mini-competition or secondary bidding among Framework Agreement holders.

4. Joint Proposals and Subcontracting

An interested bidder may submit a proposal as a single entity or collaborate with other service providers to present a proposal either by submitting a joint proposal or through subcontracting. Proposals may also combine both approaches. The legal status and role of each legal entity shall be clearly described in the proposal, as well as the responsibilities of each entity in providing the services required by this RFP.

Joint proposals will be evaluated on a consolidated basis. Joint bidders/ventures must appoint a lead firm/organization and a point of contact authorized to act on their behalf in connection with the submission of the proposal and all relevant questions, clarification requests, notifications, etc. that may be received during the evaluation and award phases, and until signature of the contract.

In case of a joint proposal, all the partners (except the lead partner) shall submit a **power of attorney**, signed by an authorised representative of each partner, designating the lead partner to represent them and to sign the contract on their behalf in relation to this procurement.

If the joint proposal is successful, the GCA will sign the contract with the lead firm/organization, authorized by the other members to sign the contract on their behalf. All members of the joint proposal assume joint and several liability towards the GCA for the performance of the contract. Changes in the composition of the group after the proposal submission deadline and before the contract signature may lead to the rejection of the proposal except in case of a merger/takeover of a member of the group, in which case all Eligibility, Selection and Award Criteria must still be fulfilled by the new group.

5. Evaluation of Proposals and Bidders

The evaluation of bidders and proposals will be done 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). Scoring for each Award Criterion will be conducted using the following scale:
 - Excellent

- Good
 - Average
 - Below average
 - Poor
- 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.

The proposal must comply with the GCA strategic requirements set in this RFP as a precondition to be assessed. In a case of non-compliance with the Exclusion 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 interest of transparency and equal treatment, without being able to modify their proposals, bidders may be required, at the sole written request of the Evaluation Committee (via Procurement), to provide clarifications within 48 hours. Requests for clarification 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).

5.1 Exclusion Criteria

Participation in this Request for Proposal 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 Request for Proposal if they are found to be in one of the situations for exclusion or fail to submit the above-mentioned declaration.

5.2 Selection Criteria

Bidders will be evaluated against each Selection Criterion 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 a **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) Professional and Legal Capacity
- (2) Financial and Economic Standing
- (3) Technical Standing

i. Professional and Legal Capacity

Criterion	Bidders must be a registered entity in their home country regulatory agency, as and where applicable, for a minimum of 5 years. All Bidders must have a current team of at least 10 staff members.
Documentary evidence	Provide a copy of the statutes/registration of the legal entity (in case of a joint proposal the company registration shall be submitted for each partner) and evidence concerning the appointment of the persons authorized to represent the Bidder in dealings with third parties and in legal proceedings.

ii. Financial and Economic Standing

Criterion	<ul style="list-style-type: none"> Have financial resources and overall financial capabilities to perform with sufficient financial and economic standing to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract. Financial capability tests will be run. Liquidity: Current assets/Current liabilities for the last 1 year must be ≥ 1.
Documentary evidence	<ul style="list-style-type: none"> Audited financial statements signed by registered auditor(s), annual reports, or other management approved statements/reports showing the liquidity (assets/liabilities) of the bidder for 1 year in the last 2 fiscal years, which must be submitted in English.

iii. Technical Standing

Criterion	Technical Standing
Documentary evidence	GCA expects an appropriate level of expertise to carry out the required services and activities, which should be demonstrated by providing a detailed proposal demonstrating the capacity and methodology to cover the activities listed, along with CVs of all key team members. One team member can fill multiple roles, so long as they can demonstrate the experience for all roles. A list of relevant projects and a summary overview of the competencies of the staff to deliver the required services should be incorporated into the proposal. Work Orders executed by winning firms are expected to be conducted by Key staff, supplemented by relevant additional staff (that may not have been included in this initial proposal) based on specific requests. Minimum requirements for key staff are as below tables for Workstream 1 and 2:

WORKSTREAM 1	Enabling Adaptation Investments for Financial Institutions	
REQUIRED TEAM ROLES		
Role	Skills/Experience	Qualifications
Project Manager	<ul style="list-style-type: none"> Proven track record in leading complex, multidisciplinary projects Experience managing budgets, timelines, and cross-functional teams Strong communication and client relationship management skills Understanding of financial and climate risk sectors 	<ul style="list-style-type: none"> Degree in project management, business administration, or related field Minimum 10 years of experience
Climate Risk and Adaptation Specialist	<ul style="list-style-type: none"> Expertise in climate risk assessment, stress testing, and scenario analysis In-depth knowledge of climate adaptation strategies across different sectors and geographies 	<ul style="list-style-type: none"> Advanced degree in environmental science, climate studies, or related field Minimum 8 years of experience

	<ul style="list-style-type: none"> • Experience advising financial institutions on integrating climate risks into decision-making • Experience working with interdisciplinary teams to integrate climate resilience into business strategies. • Experience in the African financial sector and agriculture will be a significant advantage. 	
Finance Risk and Stress Testing Specialist	<ul style="list-style-type: none"> • Proficiency in financial risk modeling, stress testing, and scenario planning • Strong understanding of how climate risks impact financial portfolios • Experience working with banks to integrate climate risk into traditional risk management frameworks 	<ul style="list-style-type: none"> • Advanced degree in finance, economics, or risk management • Minimum 8 years of experience
Sustainable Finance Specialist	<ul style="list-style-type: none"> • Deep knowledge of sustainable finance, climate finance, and green bonds • Experience developing innovative financial products focused on climate adaptation • Familiarity with global and regional climate finance initiatives and mechanisms 	<ul style="list-style-type: none"> • Advanced degree in finance, economics, or business administration • Minimum 8 years of experience
Tool and Methodology Development Specialist	<ul style="list-style-type: none"> • Expertise in designing and implementing analytical tools and methodologies for financial institutions • Experience translating complex financial and climate data into user-friendly tools • Strong technical skills in software or data science 	<ul style="list-style-type: none"> • Advanced degree in software engineering, data science, or related field • Minimum 7 years of experience
General Requirements	<ul style="list-style-type: none"> • Experience working with international financial institutions or organizations and bilateral or multilateral donor agencies. • Experience working with local and regional enterprises and banks in Africa • Excellent research, speaking, and writing skills in English, French, and Arabic 	N/A
OPTIONAL TEAM ROLES		
Role	Skills/Experience	Qualifications
Capacity Building and Training Specialist	<ul style="list-style-type: none"> • Extensive experience in developing and delivering training programs • Expertise in instructional design tailored for the financial sector • Experience in climate finance or risk management training, including the use of digital tools and platforms 	<ul style="list-style-type: none"> • Advanced degree in education, training, or related field

Sectoral Experts (e.g., Agriculture, Energy, Water, Infrastructure)	<ul style="list-style-type: none"> • In-depth knowledge of specific sectors, particularly their climate vulnerabilities and adaptation opportunities • Experience working on sector-specific climate adaptation projects • Familiarity with financial institutions' exposure to sectoral risks 	<ul style="list-style-type: none"> • Advanced degree in relevant fields (e.g., agriculture, engineering, water management)
Local/Regional Experts (African Context)	<ul style="list-style-type: none"> • Strong understanding of the local/regional climate risks and financial landscapes across African countries • Experience working with local banks, regulators, and stakeholders • Knowledge of African regulatory and compliance environments 	<ul style="list-style-type: none"> • Advanced degree in a relevant field • Multiple years of working in the African context

WORKSTREAM 2		Scaling Adaptation Enterprises
REQUIRED TEAM ROLES		
Role	Skills/Experience	Qualifications
Project Manager	<ul style="list-style-type: none"> • 10+ years of senior strategic experience in climate change and sustainable development. • 5 years of sub-grant management experience. • Extensive experience in business development services and training programs. • 10+ years in private sector development, focusing on youth enterprise and incubator programs. • Experience supporting the private sector in accessing finance. • Practical experience in Africa and developing countries. • Experience in gender mainstreaming and strategic plan development. • Familiarity with MDBs, international organizations, and development activities. • Experience in multicultural, multi-stakeholder environments. • Proven operational and policy work on climate adaptation, green growth, and climate finance. 	<ul style="list-style-type: none"> • Master's Degree or higher in international development, economics, business, finance, or related fields. • Expertise in climate adaptation, green growth, and global climate finance, especially in Africa. • Strong leadership, technical, and analytical skills. • Proficiency in English; knowledge of French is an asset.
Business Development Service Expert	<ul style="list-style-type: none"> • 10+ years in business development services. • 5 years in incubator/accelerator programs with a focus on business development and personnel coaching. 	<ul style="list-style-type: none"> • Master's degree or higher in economics, development, business administration, climate change, energy, green

	<ul style="list-style-type: none"> • 7 years in managing business development services. • 5 years of sub-grant management experience. • Experience in training, developing materials, and running workshops. • Knowledge and experience in climate change adaptation. • Experience in private sector development and entrepreneurship (asset). • Hands-on experience in developing countries, particularly Africa (asset). • Experience in organizing public-private dialogues (asset). • Specific experience in entrepreneurship or SME development (advantage). • Strong report writing and presentation skills. • Familiarity with MDBs, international donors, and development activities. • Experience in multicultural, multi-stakeholder environments. 	<p>growth, or related fields.</p> <ul style="list-style-type: none"> • Expertise in climate change adaptation, green growth, and global climate finance, with a focus on Africa. • Proficiency in English; knowledge of French is an asset.
Climate Adaptation Expert	<ul style="list-style-type: none"> • 5 years' experience in climate change and climate change adaptation • Contemporary knowledge of climate change in Africa and a broad understanding of international developments in climate change, climate change adaptation, including the role of the private sector in address climate change • Experience training SMEs on climate change adaptation • Proven capacity to translate complex climate change information for non-technical professional users; 	<ul style="list-style-type: none"> • Master's degree or higher in climate change adaptation, disaster risk reduction, water resource management, engineering, development studies, economics, business, or environmental sciences. • Excellent in spoken and written English and knowledge of French.
Communications Specialist	<ul style="list-style-type: none"> • Should have at least 6 years of experience in knowledge management and publications, management of social media, web multimedia content maintenance, review/ preparation of strategic communications plans; • Good knowledge or proven interest in business development services and knowledge of resilience, adaptation, and related climate-related topics; • Knowledge of multilateral Development Banks, other International Donor organizations and familiarity with development activities or related areas; 	<ul style="list-style-type: none"> • Master's degree or higher in journalism, international relations, political science, international development or equivalent, or other related fields • Fluency in social media and social media management platforms; • Experience in selecting, contracting, and managing external

	<ul style="list-style-type: none"> • Client and results orientation with excellent analytical and communication skills (verbal and written), sense of accuracy and attention to detail; • Understanding of the newsgathering and media storytelling process; • Experience in updating web content, feeding social media, and using Microsoft standard software as well as desktop publishing suites; 	<p>service providers to produce communications material;</p> <ul style="list-style-type: none"> • Ability to deal with sensitive issues in a multi-cultural environment and to build effective; • Ability to establish good working relations with colleagues; • Excellent in spoken and written English and knowledge of French.
<p>General Requirements</p>	<ul style="list-style-type: none"> • 10+ years in labor market analysis, TVET assessment, skills gap analysis, or related studies, with a focus on climate change, green jobs, gender inclusion, and future skills, preferably in Africa. • Proven track record in executing projects addressing climate change challenges with deep expertise in climate change and sustainability. • 10+ years of experience running startup accelerators/incubators and evaluating job creation, entrepreneurship, and climate adaptation initiatives. • Experience working with MDBs, including knowledge of their operational frameworks and project cycles. • Demonstrated physical presence in Africa and ability to collaborate with local partners for on-the-ground data collection. 	<ul style="list-style-type: none"> • Expertise in global climate change frameworks, including the Paris Agreement, SDGs, and international climate policies. • Strong analytical skills, with experience in mixed-methods research. • Proficiency in quantitative and qualitative data collection and analysis, using statistical software like SPSS, STATA, R, or Excel. • Excellent report writing and presentation skills, with the ability to produce high-quality, evidence-based deliverables in English. • Strong communication and facilitation skills, with the ability to engage and consult with diverse stakeholders. • High professionalism, integrity, respect for diversity, and inclusiveness. • Specialization in business development services in Africa. Excellent research,

		speaking, and writing skills in English, French, and Arabic
OPTIONAL TEAM ROLES		
Role	Skills/Experience	Qualifications
Climate Finance Specialist	<ul style="list-style-type: none"> • Deep knowledge of climate finance, including sources of adaptation finance • Experience working with enterprises to access and utilize climate finance • Understanding of financial tools and products available for scaling enterprises 	<ul style="list-style-type: none"> • Advanced degree in finance, economics, or related field
Monitoring and Evaluation (M&E) Specialist	<ul style="list-style-type: none"> • Experience in developing and implementing M&E frameworks • Ability to track and report on the progress of enterprises • Expertise in assessing the impact of climate adaptation initiatives on businesses and communities 	<ul style="list-style-type: none"> • Degree in social sciences, business administration, or related field
Local/Regional Experts (African Context)	<ul style="list-style-type: none"> • Strong understanding of the local/regional climate risks and financial landscapes across African countries • Experience working with local banks, regulators, and stakeholders • Knowledge of African regulatory and compliance environments 	<ul style="list-style-type: none"> • Advanced degree in a relevant field • Multiple years of working in the African context

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

5.3 Award Criteria

The Framework Agreement shall be awarded to the **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. The Award Criteria will be calculated based on a total of 100 points for the Technical Criteria (TC). There is no Financial Proposal required at this stage, as financial proposals will be requested and evaluated for each Mini-competition process.

It is important to note that the required minimum cumulative score (threshold) for the Technical Proposal is 70% (70 points). Only proposals obtaining the Minimum Technical Score or more will be considered for the award of framework agreements.

Technical Proposals scoring less than the Minimum Technical Score will be considered of insufficient quality and shall be rejected.

WORKSTREAM 1 - Enabling Adaptation Investments for Financial Institutions:		
Award Criterion	Maximum Score	Minimum Score/ Threshold

TC.1. Framework activities	60	42
TC.1.1. <u>Portfolio De-risking</u> : Quality of proposed general methodology, data sourcing, consultation strategies, and other relevant factors for implementation and scaling of climate risk screening tools tailored to African banks and facilitation of adaptation technology adoption to reduce investment risk.	20	14
TC.1.2. <u>Capacity Building</u> : Quality of proposed general methodology and experience training investment officers through specialized courses and integration of knowledge transfer programs into financial institutions for client training.	20	14
TC.1.3. <u>Climate Adaptation Pipeline Development</u> : Quality and innovation to methodology of development of robust adaptation investment pipelines specific to countries and sectors and introduction of innovative financial instruments to de-risk climate adaptation investments.	20	14
TC.2. Key personnel	40	28
TC.2.1. <u>Project Manager</u> : Demonstration of extensive project management experience, with clear capacity to manage competing priorities. Added advantage to have competency in climate risk or finance. Additionally, must meet requirements listed in TOR.	10	7
TC.2.2. <u>Climate Risk and Adaptation Specialist</u> : Extensive experience in climate modelling, climate stress testing, and model integration for various sectors, with preference for banks and financial institutions. Additionally must meet requirements listed in TOR.	10	7
TC.2.3. <u>Financial Risk and Stress Testing Specialist</u> : Extensive experience in financial modelling, portfolio stress testing, and model integration for banks and financial institutions. Additionally must meet requirements listed in TOR.	10	7
TC.2.4. <u>Sustainable Finance Specialist</u> : Clear expertise on existing and new sustainable financing tool or existing and new climate modeling and data tools for non-expert use. Additionally must meet requirements listed in TOR.	5	3.5
TC.2.5. <u>Tool and Methodology Specialists</u> : Clear expertise on existing and new climate modeling and data tools, as well as designing and/or implementing frameworks for translating climate data for non-expert use. Additionally must meet requirements listed in TOR.	5	3.5
Total Score	100	70

WORKSTREAM 2 - Scaling Adaptation Enterprises:

Award Criterion	Maximum Score	Minimum Score/ Threshold
TC.1. Framework activities	60	42
TC.1.1. <u>Adaptation Needs Assessment and Contextual Analysis</u> : Quality and depth of climate adaptation needs assessments and contextual analysis. Ability to identify priority areas for scalable adaptation solutions.	15	10.5

TC.1.2. <u>Desk Review of the Green Economy</u> : Expertise in reviewing national/regional documents, and analyzing frameworks and studies. Ability to identify gaps and opportunities aligned with climate adaptation goals..	10	7
TC.1.3. <u>Adaptation Entrepreneurship Pool Identification</u> : Effectiveness in market scanning, assessing enterprises' scalability, and shortlisting potential candidates.	10	7
T.C.1.4 <u>Investment Scaling and Readiness Support</u> : Quality of incubation/acceleration programs, mentorship, capacity-building, and alignment with requirements.	15	10.5
T.C.1.5. <u>Investment Facilitation</u> : Ability to organize effective workshops, provide investor readiness training, and engage industry experts.	10	7
TC.2. Key personnel	40	28
TC.2.1. <u>Project Manager</u> : Proven senior strategic experience in climate change, private sector development, and managing incubator programs. Expertise in sub-grant management and strategic plan development.	10	7
TC.2.2. <u>Business Development Service Expert</u> : Extensive experience in business development services, incubator/accelerator programs, and sub-grant management.	10	7
TC.2.3. <u>Climate Adaptation Expert</u> : Extensive experience in incubating business professionals regarding training and development, including for individual enterprises and multiple organizations at once. Additionally must meet requirements listed in TOR.	10	7
TC.2.4. <u>Communications Specialist</u> : Expertise in knowledge management, strategic communications, and social media, with a focus on climate-related topics.	10	7
Total Score	100	70

Proposals scoring less than the Minimum Technical Score for any main technical award criterion (TC.1, TC.2, TC.3, etc.) will be considered of insufficient quality and shall be rejected.

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

5.4. Content of the Technical Proposal

The assessment of the technical quality will be based on the ability of the Bidder to meet the purpose of the framework agreement and fulfill the Scope of 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.
- All information/documents requested in Sections 2 and 5 of this Request for Proposal.

6. RFP Cancellation

GCA reserves the right to cancel this RFP process at any point. GCA shall not be liable for any compensation with respect to interested bidders whose submissions have not been accepted, nor shall it be so liable if it decides not to award the contract.

Cancellation may occur where:

- 1) The RFP procedure has been unsuccessful. For example, where no technically/financially responsive proposal has been received or there has been no response at all.
- 2) The economic or technical parameters of the project have been fundamentally altered.
- 3) Exceptional circumstances or force majeure render normal performance of the project impossible.
- 4) All technically compliant proposals significantly exceed the financial resources available.
- 5) There have been irregularities in the procedure where these have prevented fair competition.

In the event of cancellation of RFP procurement proceedings, bidders will be notified by GCA.

7. Ownership of Proposals Submitted

Any document submitted in reply to this RFP will become the property of GCA and will be regarded as confidential.

8. Liabilities for Errors

GCA, its employees and agents shall not be held liable or accountable for any error or omission in any part of this RFP or response to bidders' questions. While the GCA, and/or its employees and agents have made conscious efforts to ensure an accurate representation of information in this RFP, the information contained in the RFP is supplied solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by GCA, and/or its employees or agents, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve bidders from the responsibility of conducting their own investigations and research and forming their own opinions and conclusions with respect to the matters addressed in this RFP. Bidders will be solely responsible to ensure that their proposal meets all requirements of the RFP, to advise GCA immediately of any apparent discrepancies or errors in the RFP, and to request clarification if in doubt concerning the meaning or intent of anything in the RFP.

9. 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 Request for Proposal.
- 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 Request for Proposal.
- 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 Request for Proposal will become the property of GCA and shall be considered confidential.

Annex 1: Bidder Identification Form

GCA-PR-24-579: Request for Proposal for the Technical Assistance relating to Unlocking Climate Finance through Banks

IDENTIFICATION OF BIDDER	
Full Legal Name of the Firm	
Legal Form (Partnership, LLC, Corporation, etc.)	
Date of Registration	
Country of Registration	
Registration Number	
VAT Number	
Address	
E-mail	
Authorized Signatory	
Authorized Signatory's E-mail address	

PROCUREMENT ADVERT/OPPORTUNITY	
How did you find out about this procurement? (Devex, dgMarket, GCA website, UNDB, GCA invite, etc.)	

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

BIDDER'S BANK ACCOUNT INFORMATION	
Bank account holder's full name: (must match the legal name above)	
Name and address of recipient's bank:	
Recipient's account number/IBAN:	

Recipient bank's SWIFT or BIC code:	
Recipient bank's routing information:	
Bank account currency:	

SIGNATURE OF PROPOSAL

I, the undersigned, confirm:
 The acceptance of the conditions in the Request for Proposal.
 The acceptance of the contract terms and conditions in their entirety and without reservation.
 That the period of validity of my proposal is 90 days from the deadline of this Request for Proposal.
 Compliance with the requirements relating to the Scope of Work/Terms of Reference as defined in Annex 3 of this Request for Proposal, and
 That the information given in this proposal is correct.

Place and Date	
Signature (Authorized representative)	
Full Name	

Annex 2: Declaration on Honor

DECLARATION ON HONOR FOR ORGANIZATIONS

The undersigned [*insert name*]....., representing:

Full official name:
 Official legal form:
 Statutory registration number:
 Full official address:
 VAT registration number:
 ('the **Organization**')

I – Situations of exclusion

(1) declares that the above-mentioned Organization is in one of the following situations:	YES	NO
(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;	<input type="checkbox"/>	<input type="checkbox"/>
(b) it has been established by a final judgement or a final administrative decision that the Organization is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	<input type="checkbox"/>	<input type="checkbox"/>
(c) it has been established by a final judgement or a final administrative decision that the Organization is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the Organization belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) entering into agreement with other parties with the aim of distorting competition;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) violating intellectual property rights;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(v) attempting to obtain confidential information that may confer upon its undue advantages in the award procedure;	<input type="checkbox"/>	<input type="checkbox"/>
(d) it has been established by a final judgement that the Organization is guilty of any of the following:		

(i) fraud, as defined in applicable laws and regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(ii) corruption, as defined in applicable laws and regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(iii) conduct related to a criminal organization;	<input type="checkbox"/>	<input type="checkbox"/>
(iv) money laundering or terrorist financing, as defined in applicable laws and regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(v) terrorist offences or offences linked to terrorist activities, or inciting, aiding, abetting, or attempting to commit such offences;	<input type="checkbox"/>	<input type="checkbox"/>
(vi) child labor or other offences concerning trafficking in human beings as defined in applicable laws and regulations;	<input type="checkbox"/>	<input type="checkbox"/>
(e) it has been established by a final judgment or final administrative decision that the Organization has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business.	<input type="checkbox"/>	<input type="checkbox"/>

II – Situations of exclusion concerning natural or legal person with power of representation, decision-making or control over the legal Organization and beneficial owners

(2) declares that a natural or legal person who is a member of the administrative, management or supervisory body of the Organization, or who has powers of representation, decision, or control with regard to the above-mentioned Organization (this covers e.g., company directors, members of management or supervisory bodies, and cases where one natural or legal person holds a majority of shares) is in one of the following situations:	YES	NO	N/A
Situation (c) above (grave professional misconduct)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (d) above (fraud, corruption, or other criminal offence)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Situation (e) above (creation of an entity with the intent to circumvent legal obligations)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

III – Remedial measures

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

IV – Evidence upon request

Upon request the Organization must provide information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision, or control, including legal and natural persons within the ownership and control structure and beneficial owners. It must also upon request provide production of recent certificates issued by the competent authorities and/or a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the Organization showing that those requirements are satisfied. These documents must provide evidence covering all taxes and social security contributions for which the Organization is liable, including for example, VAT, income/company tax and social security contributions.

V – Final

The signatory declares that the above-mentioned Organization has truthfully provided the information herein.

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

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

The above-mentioned Organization 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 (authorized representative):

Annex 3: Terms of Reference

TERMS OF REFERENCE (TOR)

1. Background Information

The Global Center on Adaptation (GCA) is an international organization that promotes adaptation to the impacts of climate change. It works to climate-proof development by instigating policy reforms and influencing investments made by international financial institutions (IFIs) and the private sector. The goal is to bring climate adaptation to the forefront of global efforts to address climate change and ensure that it remains prominent.

GCA's work is guided by three core approaches. They are:

- **Knowledge:** GCA builds and accelerates the application of adaptation knowledge globally. GCA creates and manages knowledge, leads research to fill knowledge gaps, and drives innovation to develop specialized approaches.
- **Leadership:** GCA's convening power brings together the most influential thinkers and decision-makers, while giving voice to the most vulnerable. GCA formulates policy messages to shape and move global, regional, and local adaptation agendas forward.
- **Action:** GCA works with governments, academia, community-based organizations, IFIs, national banks, and private financial institutions to shape and implement investments in a way that builds resilience for climate-vulnerable people and creates jobs. GCA supports access to financing from the Global Climate Fund.

AFRICA ADAPTATION ACCELERATION PROGRAM (AAAP)

In Africa, GCA implements its strategy through the flagship Africa Adaptation Acceleration Program (AAAP), launched in partnership with the African Development Bank (AfDB) to scale up adaptation efforts and mobilize finance for climate-resilient development across the continent. To date, GCA has integrated adaptation solutions into nearly \$10 billion of investments funded by international financial institutions (IFIs) throughout Africa. The AAAP focuses on four key pillars where investments in adaptation and resilience yield high economic returns: Food Security, Infrastructure and Nature-based Solutions, Youth Entrepreneurship and Adaptation Jobs, and Adaptation Finance.

The AAAP focuses on four areas:

1. **Food Security:** with a goal of influencing at least \$10 billion in investments by 2025 to build climate-smart agriculture and resilient food systems supporting food security for at least 38 million farmers and herders in 26 African countries.
2. **Infrastructure and Nature-based Solutions:** with a goal of mainstreaming innovative climate resilience solutions, including nature-based solutions, into \$12 billion worth of investments in infrastructure for water, transport, energy, and urban systems by 2025.
3. **Youth Entrepreneurship and Adaptation Jobs:** with a goal of supporting one million youth with entrepreneurship skills and create five million climate adaptation jobs through IFI investments worth over \$2 billion by 2025.
4. **Adaptation Finance:** with a goal of unlocking access to \$1 billion in climate adaptation finance by 2025 by designing innovative public and private financial instruments and solutions, including structuring resilience bonds and debt for-resilience swaps. This also includes influencing IFI investments for the financial sector and developing aggregation mechanisms for climate adaptation investment assets and monetization of adaptation benefits.

As part of the Adaptation Finance program, GCA is launching a new initiative that strategically targets both the supply and demand sides of climate adaptation finance to accelerate private sector engagement in climate adaptation across Africa. On the supply side, the initiative aims to prepare domestic financial systems to effectively channel, absorb, and deploy funds from institutional and sovereign investors, ensuring climate-resilient economic development. This will involve developing and testing new mechanisms to help African banks understand and manage climate risks, with a focus on derisking portfolios, identifying adaptation market opportunities, and building capacity to scale investments. Through a 'learning by doing' approach, GCA will provide transaction-level support to strengthen banks' capabilities, enabling them to play a larger role in climate adaptation.

Simultaneously, on the demand side, GCA will focus on scaling local adaptation enterprises through the YouthAdapt Challenge. This initiative aims to identify innovative adaptation enterprises led by young entrepreneurs, providing them with grant finance and incubation support to help scale their businesses. The YouthAdapt Challenge is implemented in close coordination with GCA's other programs working on evaluating adaptation investment needs and solutions that can be mainstreamed through International Financial Institution's investments.

Building on the technical support provided to individual banks and enterprises, GCA will also convene private sector actors to facilitate peer-to-peer learning exchanges and to jointly explore and articulate the drivers and barriers for private sector investment in adaptation in Africa. Through this effort, GCA seeks to build coalitions that can scale and grow new markets for adaptation goods and services.

2. Objective of the Assignment

Within this context, GCA aims to enter into a Framework Agreement with firms/organizations (hereby referred to as Service Provider, bidder or firm(s)) to provide targeted technical assistance through two distinct workstreams aimed at both increasing the supply of finance and expanding the pipeline of adaptation investments:

- 1) **Workstream 1 – Enabling Adaptation Investments for Financial Institutions:** This workstream focuses on enhancing the capacity of financial institutions, particularly banks, to understand and capitalize on climate risks and opportunities. By improving these institutions' ability to manage climate risks within their portfolios and access international and local financing, GCA aims to increase the supply of funds available for climate adaptation projects.
- 2) **Workstream 2 – Scaling Adaptation Enterprises:** This workstream targets the demand side by identifying and incubating local enterprises that address climate adaptation and resilience needs in vulnerable sectors. Through technical assistance and capacity building, GCA will help these enterprises become more attractive to investors, enabling them to secure and effectively deploy financing towards adaptation and resilience initiatives as they grow.

Service Providers must demonstrate the capability to conduct the general services required for **at least one (1)** of the two workstreams listed above. Service Providers may apply for both workstreams, in which case they will be evaluated for each workstream individually. Service Providers who choose to apply for both workstreams may be accepted for one workstream even if they fail to qualify for the other.

3. Scope of the Services to be Performed

Selected Service Providers will be entered into the Framework Agreement and will receive subsequent Requests For Proposals (RFPs) for specified activities and work orders based on the general services described below:

Workstream	1. Enabling Adaptation Investments for Financial Institutions
Description	This workstream focuses on enhancing the capacity of financial institutions, particularly banks, to understand and capitalize on climate risks and opportunities.
General Services	<p>To achieve large-scale impact, the work with banks across Africa will concentrate on three broad areas of support:</p> <p>Portfolio De-risking</p> <ul style="list-style-type: none"> • Expand Climate Risk Screening Tools: Implement and scale advanced climate risk screening tools tailoring them to the specific contexts of different banks and different countries to better assess and mitigate climate-related risks within portfolios. • Investment De-risking: Facilitate the adoption of adaptation technologies and innovations, validated by global experts, to reduce the risk profile of investments across various regions in Africa. <p>Capacity Building</p> <ul style="list-style-type: none"> • Training Investment Officers: Equip investment officers in African banks with specialized knowledge on climate adaptation by delivering GCA’s Masterclass on Adaptation Finance (which will be developed separately by GCA), enhancing their ability to assess and finance adaptation projects. • Knowledge Transfer and Client Training: Integrate GCA’s Masterclass into the training programs of various financial institutions, enabling these banks to transfer knowledge and train their corporate and MSME clients on effective climate adaptation practices. <p>Climate Adaptation Pipeline Development</p> <ul style="list-style-type: none"> • Adaptation Investment Pipeline Development: Work with banks to identify and develop new markets and robust pipelines of adaptation investments that are tailored to the specific countries and sectors in which they operate. • Innovative De-risking Instruments: Introduce and leverage innovative financial instruments designed to de-risk investments in climate adaptation and resilience, encouraging greater private sector involvement in these critical areas across the continent. <p>These general activities will inform subsequent RFPs to be circulated to winning Service Providers for the duration of the Framework Agreement.</p>

Workstream	2. Scaling Adaptation Enterprises
Description	This workstream targets the demand side by identifying and incubating local enterprises that address climate adaptation and resilience needs in vulnerable sectors.

General Services

Anchored in robust analysis of adaptation needs and potential solutions, the work under this work stream will focus on:

Adaptation Needs Assessment and Contextual Analysis

- In collaboration with other GCA Program Teams conducting sector specific climate risk assessments, assess climate adaptation challenges and resilience needs.
- Identify priority areas where adaptation enterprises can provide scalable solutions.

Conduct a Desk Review of the Green Economy:

- Review key national and regional documents, such as the National Development Plan, National Adaptation Plan, and relevant green economy strategies.
- Analyze the National Qualifications Framework, Labor Market Information System, and other pertinent studies.
- Identify gaps, opportunities, and alignment with climate adaptation and resilience goals.

Identify and Assess the Adaptation Entrepreneurship Pool:

- Conduct a market scan to identify existing and emerging climate adaptation enterprises.
- Assess the scalability, innovation potential, and alignment with identified needs.
- Shortlist enterprises that are best positioned to scale and deliver impactful solutions.

Investment Scaling and Readiness Support:

- Design and implement a 6-month incubation and acceleration program focused on business development services (BDS) for youth-owned adaptation enterprises.
- Provide targeted mentorship, capacity-building, and technical assistance to enhance business models and operational capacity.
- Map businesses to identified project needs to ensure alignment with strategic objectives.

Investment Facilitation:

- Organize workshops and training sessions focused on investor readiness, including but not limited to, pitch development, financial modeling, business valuation, and negotiation skills.
- Engage industry experts and successful entrepreneurs as trainers to deliver high-quality content.

These general activities will inform subsequent RFPs to be circulated to winning Service Providers for the duration of the Framework Agreement.

4. Key Tasks and Activities to be Performed

The tables below will provide more detail for potential activities based on workstream. For both workstreams, bidders must have the capacity to produce outputs in regional languages, namely English, French, and Arabic.

Workstream 1 - Enabling Adaptation Investments for Financial Institutions:

Portfolio De-Risking	
Potential Activities	<p>Expand Climate Risk Screening Tools: Implement and scale advanced climate risk screening tools tailoring them to the specific contexts of different banks and different countries to better assess and mitigate climate-related risks within portfolios.</p> <ul style="list-style-type: none"> • Objective and Scope Definition: <ul style="list-style-type: none"> ○ Lead workshops to define objectives. ○ Assist in scoping relevant portfolios and risks. • Climate Risk Identification: <ul style="list-style-type: none"> ○ Advise on risk categorization. ○ Create tools for mapping specific exposures. • Climate Scenario Development: <ul style="list-style-type: none"> ○ Customize scenarios for bank-specific contexts. ○ Provide adaptable models for varying timeframes. • Financial Impact Quantification: <ul style="list-style-type: none"> ○ Implement tools for assessing financial impacts. ○ Conduct scenario and sensitivity analyses. • Risk Management Integration: <ul style="list-style-type: none"> ○ Integrate screening results into risk management. ○ Develop continuous monitoring and reporting tools. • Stakeholder Engagement: <ul style="list-style-type: none"> ○ Create materials for stakeholder communication. ○ Train staff to use climate risk tools. • Iteration and Improvement: <ul style="list-style-type: none"> ○ Support ongoing tool refinement and updates. ○ Develop feedback systems for continuous improvement.
	<p>Investment De-risking: Facilitate the adoption of adaptation technologies and innovations, validated by global experts, to reduce the risk profile of investments across various regions in Africa.</p> <ul style="list-style-type: none"> • Market analysis for key sectors, including risks and opportunities to build and improve the business case for adaptation investments. • Portfolio review to highlight and increase investments in adaptation solutions that exist in the portfolio but may not be properly categorized. • Identify and implement the use and improvement of existing financial tools and instruments such as bonds and guarantees.
Capacity Building	
Potential Activities	<p>Training Investment Officers: Equip investment officers in African banks with specialized knowledge on climate adaptation by delivering GCA's Masterclass on Adaptation Finance (which will be developed separately by GCA), enhancing their ability to assess and finance adaptation projects.</p> <ul style="list-style-type: none"> • Conduct an initial training needs assessment to identify knowledge gaps to implement green financial tools and methodologies. • Develop and disseminate business case for adaptation investments. • Region and sector analysis to tailor Masterclass content. • Facilitation and delivery of Masterclass.
	<p>Knowledge Transfer and Client Training: Integrate GCA's Masterclass into the training programs of various financial institutions, enabling these banks to transfer knowledge and train their corporate and MSME clients on effective climate adaptation practices.</p>

	<ul style="list-style-type: none"> • Evaluate existing materials and training processes to understand strengths and weaknesses • Evaluate the existing portfolio and pipeline to map cliental • Client stakeholder engagement to understand the needs • Training material preparation and/or refinement for continual information dissemination
Climate Adaptation Pipeline Development	
Potential Activities	<p>Adaptation Investment Pipeline Development: Work with banks to identify and develop new markets and robust pipelines of adaptation investments that are tailored to the specific countries and sectors in which they operate.</p> <ul style="list-style-type: none"> • Regional and country market assessment to identify key sectors • Value-chain and subsector evaluation • Process and logistics evaluation, such as loan application processes • Investment planning evaluation and improvement • Identifying and promoting the investment for adaptation products and services such as use of climate information systems, adoption of climate-smart agricultural practices such as the use of irrigation schemes, and the use of climate-resilient seeds and animal breeds. <p>Innovative De-risking Instruments: Introduce and leverage innovative financial instruments designed to de-risk investments in climate adaptation and resilience, encouraging greater private sector involvement in these critical areas across the continent.</p> <ul style="list-style-type: none"> • Evaluation of understanding and use of existing financial tools • Identification and incorporation of new and existing financial instruments • Preparation and implementation of sustainable finance strategies, including ESG roadmap and strategy development • Training/development of training materials on new or existing green investment tools (i.e. green/sustainable bonds, environmental and social risk screening tools, etc.)

Workstream 2 - Scaling Adaptation Enterprises:

Adaptation Needs Assessment and Contextual Analysis	
Potential Activities	<ul style="list-style-type: none"> • Conducting market analyses to understand priority sectors for country or region • Climate risk and hazard assessment • Value chain and subsector analysis to understand the landscape of stakeholders and enterprises • Adaptation business opportunity evaluation
Conduct a Desk Review of the Green Economy	
Potential Activities	<ul style="list-style-type: none"> • Review key national and regional documents, such as the National Development Plan, National Adaptation Plan, and relevant green economy strategies. • Analyze the National Qualifications Framework, Labor Market Information System, and other pertinent studies. • Identify gaps, opportunities, and alignment with climate adaptation and resilience goals.
Identify and Assess the Adaptation Entrepreneurship Pool	
Potential Activities	<ul style="list-style-type: none"> • Carry out a stakeholder consultation to identify the components of “adaptation jobs” within the country context • Evaluate gender, youth and entrepreneurial skills gaps that undermine integrating adaptation measures in businesses and provide recommendations on how to close out the gap • Adaptation job creation strategy, potentially with the IFI project as a case study

	<ul style="list-style-type: none"> • Provide recommendations to boost youth entrepreneurship, gender mainstreaming and job creation in climate adaptation. • Design the approach to empower youth in the country as “adaptation entrepreneurs or adaptation workers” <ul style="list-style-type: none"> ○ Business training ○ Mentorship, coaching, and entrepreneurship skills development ○ Adaptation measures and placement on the labor market within the project. • Indicators and measurement tools for adaptation jobs • Enterprise planning, such as for SMEs, for creating adaptation jobs or integrating adaptation measures to protect jobs in sector
--	---

Investment Scaling and Readiness Support

Potential Activities	<ul style="list-style-type: none"> • Call for beneficiaries targeted within the IFI project to submit their applications (scope determined in subsequent RFPs) • Application Evaluation and Winner Selection: Thorough, multi-faceted evaluation process, including evaluations by experienced business and climate adaptation experts • Needs Assessment: examination of the status of the selected enterprises with the intention of identifying the differences between their current state of business and where the entrepreneur would like it to be • Training: Training material will be developed, and training workshops will be delivered to the selected youth-led start-ups. The training will focus on practical skills in entrepreneurship and climate adaptation • Mentorship & Coaching: Additional support will be provided to these youth entrepreneurs via mentorship led by YouthADAPT alumni to enable them to execute their business plans, create jobs, and support the effort towards climate resilience • Grant disbursement: coordinate the disbursement of the grant to support short-term growth and link them to potential investors for longer term growth • Reporting: share weekly updates on the accelerator implementation, a monthly progress report and final narrative at the end of the project • Monitoring and Evaluation: support the overall program monitoring and evaluation based on agreed results management framework and performance indicators.
-----------------------------	---

Investment Facilitation

Potential Activities	<p>Investor Readiness Training</p> <ul style="list-style-type: none"> • Organize a series of workshops and training sessions focused on investor readiness, including but not limited to, pitch development, financial modeling, business valuation, and negotiation skills. • Engage industry experts and successful entrepreneurs as trainers to deliver high-quality content. • Provide one-on-one mentorship and coaching to entrepreneurs to refine their business pitches and strategies. <p>Deal Room Execution</p> <ul style="list-style-type: none"> • Develop marketing and promotional materials to attract and inform potential investors about the participating ventures. • Coordinate logistics for the Deal Room, including venue selection/online platform, technical setup, and scheduling. • Facilitate structured pitch sessions where entrepreneurs present their business cases to investors. • Provide a platform for one-on-one meetings between entrepreneurs and investors for deeper discussions. • Offer support services during the event, such as legal, financial, and advisory, to assist in the negotiation and deal-making process. • Collect feedback from both enterprises and investors to assess the effectiveness of the Deal Room. <p>Reporting and Evaluation</p> <ul style="list-style-type: none"> • Track and document outcomes, including deals made and partnerships formed.
-----------------------------	--

	<ul style="list-style-type: none"> • Compile a comprehensive report detailing the deal room’s outcomes, key learnings, and areas for improvement. • Evaluate the success of the initiative against set objectives and provide recommendations for future Deal Rooms.
--	--

5. Expected Outcome and Deliverables

While the specific deliverables and outcomes will be informed by the upcoming work and accompanying work orders, firms are expected to demonstrate their capacity regarding the following tasks and potential deliverables:

Workstream 1 - Enabling Adaptation Investments for Financial Institutions:

Portfolio De-Risking	
Outcomes /Deliverables	<p>Expand Climate Risk Screening Tools: Implement and scale advanced climate risk screening tools tailoring them to the specific contexts of different banks and different countries to better assess and mitigate climate-related risks within portfolios.</p> <ul style="list-style-type: none"> • Staff/Stakeholder engagements • Bank portfolio climate risk assessment • Individualized de-risking strategies • Organizational policy evaluations/creation • Financial and climate models • Other relevant documents or services
	<p>Investment De-risking: Facilitate the adoption of adaptation technologies and innovations, validated by global experts, to reduce the risk profile of investments across various regions in Africa.</p> <ul style="list-style-type: none"> • Value-chain risk and opportunity report • Portfolio review • Relevant taxonomies and frameworks • Standardized language for adaptation products • Investment planning and management strategy • Financial Instrument evaluation • Other relevant documents or services
Capacity Building	

<p>Outcomes /Deliverables</p>	<p>Training Investment Officers: Equip investment officers in African banks with specialized knowledge on climate adaptation by delivering GCA's Masterclass on Adaptation Finance (which will be developed separately by GCA), enhancing their ability to assess and finance adaptation projects.</p> <ul style="list-style-type: none"> • Deliver Masterclass and relevant materials • Peer-to-peer event organization and management <p>General content may cover:</p> <ul style="list-style-type: none"> • Science to Strategy: Translating Climate Science into Financial Action for Adaptation <ul style="list-style-type: none"> ○ Understanding the climate risks and opportunities ○ Understanding the critical role of adaptation in climate resilience ○ Assessing and managing physical and transition risks • Climate adaptation finance <ul style="list-style-type: none"> ○ Overview of Climate Finance ○ Building the Investment Case ○ Investment Opportunities and Sector Trends ○ Risk Assessment and Management ○ Performance Measurement and Impact Reporting • Strategic Financing Tools for Climate Adaptation Projects <ul style="list-style-type: none"> ○ Adaptation Investment Instruments ○ Credit Enhancement and Market Access ○ Case Studies of Profitable Adaptation Projects • Capacity building for FI stakeholders <ul style="list-style-type: none"> ○ Building an Enabling Environment for Financing Adaptation ○ Educating Stakeholders on Adaptation Finance ○ Portfolio Strategy Innovation <p>Knowledge Transfer and Client Training: Integrate GCA's Masterclass into the training programs of various financial institutions, enabling these banks to transfer knowledge and train their corporate and MSME clients on effective climate adaptation practices.</p> <ul style="list-style-type: none"> • Masterclass and material delivery • Manuals on green bonds, financing tools, and other key climate finance materials • Risk screening manuals • Peer-to-peer event organization and management • Bank training material assessment • Training-of-trainers • Other relevant documents or services
<p>Climate Adaptation Pipeline Development</p>	
<p>Outcomes /Deliverables</p>	<p>Adaptation Investment Pipeline Development: Work with banks to identify and develop new markets and robust pipelines of adaptation investments that are tailored to the specific countries and sectors in which they operate.</p> <ul style="list-style-type: none"> • Market assessments or reports • Value-chain and subsector assessments or reports • Policy and procedures recommendations and reporting • Investment planning framework development • Strategic planning documents for ESG mapping and execution • Training-of-trainers • Other related documents or services

	<p>Innovative De-risking Instruments: Introduce and leverage innovative financial instruments designed to de-risk investments in climate adaptation and resilience, encouraging greater private sector involvement in these critical areas across the continent.</p> <ul style="list-style-type: none"> • Financial tools and instruments reports • Integrations and training on new financial instruments • Training-of-trainers • Policy and procedure updates • Other related documents or services
--	--

Workstream 2 - Scaling Adaptation Enterprises:

Adaptation Needs Assessment and Contextual Analysis	
Outcomes /Deliverables	<p>An Adaptation needs assessment via a detailed report highlighting:</p> <ul style="list-style-type: none"> • Specific climate-related risks and vulnerabilities affecting the target area, sectors, or communities • A prioritized list of adaptation needs that require immediate attention • Analysis outcomes, from the identification of existing adaptation measures, their effectiveness, as well as gaps that need to be addressed • A set of proposed adaptation solutions tailored to the identified needs
Conduct a Desk Review of the Green Economy	
Outcomes /Deliverables	<ul style="list-style-type: none"> • Desk review of relevant documents and reports, such as: <ul style="list-style-type: none"> ○ National Development Plan ○ National Adaptation Plan ○ Project Appraisal Reports ○ National Qualifications Framework ○ Labor Market Information System ○ Country's Economic Update and Poverty and Vulnerability Assessment ○ GCA report on Exploring the Potential of Micro and Small Enterprise (MSEs) in promoting Adaptation Jobs and Entrepreneurship Creation: The county Climate Change Strategy, ○ Country's Gender Analysis, and other relevant studies and publications from the AfDB, the government, the UN, the World Bank, and other development partners and research institutions. • Secondary data analysis of existing labor market data and statistics and data sources from the government, the UN, the World Bank, and other development partners and research institutions. • Consultations with the key labor market actors and stakeholders, such as: <ul style="list-style-type: none"> ○ Ministry of Labor and Social Affairs ○ Ministry of Education ○ Ministry of Environment & Climate Change, Culture and Higher Education ○ TVET authorities and agencies ○ TVET providers and trainers ○ TVET students and graduates ○ Employers, private sector associations, workers, and trade unions ○ Civil society and community organizations ○ Development partners and donors ○ Experts and researchers
Identify and Assess the Adaptation Entrepreneurship Pool	
Outcomes /Deliverables	<ul style="list-style-type: none"> • Labor Market Assessment reports • Validation workshop organization and validation, involving the key labor market actors and stakeholders • Comprehensive and evidence-based analysis and recommendations of the labor market needs and opportunities
Investment Scaling and Readiness Support	

<p>Outcomes /Deliverables</p>	<ul style="list-style-type: none"> • Call for beneficiaries targeted within the IFI project to submit their applications (scope determined in subsequent RFPs): <ul style="list-style-type: none"> ○ Competition and accelerator program design ○ Call for applications ○ Criteria for the selection process ○ Flyers ○ Brochures ○ Social media cards ○ Content for the website ○ Content for curriculum • Application Evaluation and Winner Selection: <ul style="list-style-type: none"> ○ Digital platform to include the following: <ul style="list-style-type: none"> ▪ Application submission ▪ Initial screening & evaluation tool ▪ Final Jury evaluation tool ○ Define selection criteria ○ Define eligibility criteria ○ Perform due diligence according to the selection and eligibility criteria ○ List of short-listed youth-led enterprises ○ Jury selection, orientation, and organization • Needs Assessment: <ul style="list-style-type: none"> ○ Develop Gap Analysis Process & Questionnaire ○ Prepare Gap Analysis Report • Training: <ul style="list-style-type: none"> ○ Document with the curriculum developed ○ Learning materials developed • Mentorship & Coaching: <ul style="list-style-type: none"> ○ Mentorship planning, schedule, and connections ○ Monitoring • Grant disbursement: <ul style="list-style-type: none"> ○ Grant disbursement schedule developed ○ Quarterly reports on the Grants disbursement and management • Reporting: <ul style="list-style-type: none"> ○ Weekly updates on the accelerator implementation ○ Monthly progress report ○ Final narrative at the end of the project • Monitoring and Evaluation: <ul style="list-style-type: none"> ○ Requisite methodology creation ○ Framework generation ○ Indicator generation ○ Tracking and reporting ○ Evaluation reporting
<p>Investment Facilitation</p>	
<p>Outcomes /Deliverables</p>	<p>Investor Readiness Training</p> <ul style="list-style-type: none"> • Organize a series of workshops and training sessions focused on investor readiness, including but not limited to, pitch development, financial modeling, business valuation, and negotiation skills. • Engage industry experts and successful entrepreneurs as trainers to deliver high-quality content. • Provide one-on-one mentorship and coaching to entrepreneurs to refine their business pitches and strategies. <p>Deal Room Execution</p> <ul style="list-style-type: none"> • Develop marketing and promotional materials to attract and inform potential investors about the participating ventures. • Coordinate logistics for the Deal Room, including venue selection/online platform, technical setup, and scheduling. • Facilitate structured pitch sessions where entrepreneurs present their business cases to investors. • Provide a platform for one-on-one meetings between entrepreneurs and investors for deeper discussions.

	<ul style="list-style-type: none"> • Offer support services during the event, such as legal, financial, and advisory, to assist in the negotiation and deal-making process. • Collect feedback from both enterprises and investors to assess the effectiveness of the Deal Room. <p>Reporting and Evaluation</p> <ul style="list-style-type: none"> • Track and document outcomes, including deals made and partnerships formed. • Compile a comprehensive report detailing the deal room’s outcomes, key learnings, and areas for improvement. • Evaluate the success of the initiative against set objectives and provide recommendations for future Deal Rooms.
--	---

6. Institutional and Organization Arrangements

Winning Service Providers must have the capacity and resources to conduct services remotely, with the ability to travel and engage relevant stakeholders as dictated by subsequent RFPs. Under each assignment, Service Providers will be in direct contact with a designated GCA Climate Finance team member, who will be the contact point between the firm and GCA and will provide approval for deliverables or completion of services based on the work order requirements.

7. Evaluation Criteria

Bidders shall be evaluated against the Evaluation Criteria (Exclusion, Selection and Award Criteria) outlined in **section 5 of the RFP document**.

8. Location and Period of Execution

Work will be conducted remotely, and travel and durations will be addressed in subsequent work orders for winning firms. Firms should be able to conduct any services and travel with their own resources.

9. Payment Schedule

Payment will be linked to specific work orders.

10. Services and Facilities to be provided by GCA

Any consultations or GCA partner connections will be facilitated by the GCA team, in discussion with work order planning.

11. Services and Facilities to be provided by the Consultant

Firms will be able to conduct work remotely, with their own hardware and software. Potential need for travel based on work order requirements, informed by upcoming workstreams.

**FRAMEWORK AGREEMENT NO. [INSERT NUMBER]
(MINI-COMPETITION)**

BETWEEN

THE GLOBAL CENTER ON ADAPTATION

AND

[CONTRACTOR]

FOR

[CONTRACT TITLE]



**GLOBAL
CENTER ON
ADAPTATION**

CONTENTS

Agreement Documents	41
General	42
Contractual Baseline	42
Nature of the Framework Agreement	43
Price	43
Work Order Procedure (Mini-competition)	44
Undertakings of the Contractor	45
Costs	46
Standard of Performance	46
Duration and Termination	47
Right to the Results of Events	48
Organization	50
Time Schedule	51
Remuneration	51
Liability and Insurance	51
Confidentiality and Marks	52
Payments	53
Withholding of Payments	55
Subcontracting	55
Key Personnel	55
Special Conditions of Performance	56
Use of GCA Images or Logos	56
Publicity	56
Fortuitous or Force Majeure Cases	57
Suspension of the Framework Agreement	57
Temporary Impossibility to Provide Services	58
Indemnification	58
Amendments	59
Assignment	59
No Waiver	59
Anti-Corruption	59
Settlement of Disputes and Governing Law	60
Annex 1 – Statement of Acknowledgment	
Annex 2 – Declaration on Honor	
Annex 3 – Terms of Reference/Statement of Work/Specifications	
Annex 4 – Work Order	



**FRAMEWORK AGREEMENT NO. [INSERT NUMBER]
(MINI-COMPETITION)
BETWEEN
THE GLOBAL CENTER ON ADAPTATION
AND
[CONTRACTOR]
FOR
[CONTRACT TITLE]**

This Agreement is entered into between the **Global Center on Adaptation**, a foundation, incorporated under Dutch law, having its headquarters at Antoine Platekade 1006, 3072 ME Rotterdam, The Netherlands (hereinafter referred to as the “**GCA**”) duly represented by Prof. Dr. Patrick Verkooijen and [**Contractor**], registered at [Contractor’s address] and duly represented by [Contractor’s authorized representative] (hereinafter referred to as the “**Contractor**”). The GCA and the Contractor are collectively referred to herein as the “Parties”, and individually as a “Party”.

WITNESSETH

WHEREAS:

- a) 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;
- b) The Contractor represents that it possesses the requisite knowledge, skill, personnel, resources and experience, and that it is fully qualified, ready, willing and able to provide such services in accordance with the terms and conditions set forth in this Contract;
- c) The Parties elect to enter into a contract only on the basis of a contract for services within the meaning of Article 7:400 and further of the Dutch Civil Code (*BW*);
- d) 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;
- e) The Parties explicitly acknowledge that a fictitious employment (*"fictieve dienstbetrekking"*) of homeworkers (*"thuiswerkers"*) or equivalent workers (*"gelijkgestelden"*) as referred to in Articles 2b and 2c of the Implementing Decree Wage Tax Act 1965 (*Uitvoeringsbesluit Loonbelasting 1965*) and Articles 1 and 5 of the Decree of December 24, 1986, Stb. 1986, 655 are out of scope and therefore agree upon this contract before payment;



- f) This Contract is consistent with the model contract ("*modelovereenkomst*") published by the Dutch Tax Authorities (DTA) on 29-02-2016 under number 9015550000-06-2;
- g) The Parties have agreed to establish a framework for their collaboration and have for this purpose entered into this Framework Agreement (hereinafter referred to as the "**Agreement**" or "**Framework Agreement**") and wish to set out the terms and conditions.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1

1. Agreement Documents

- 1.1 This document, together with the Annexes attached hereto and referred to below, all of which are incorporated herein and made part hereof, constitute the entire contract between the GCA and the Contractor for the provision of [**Contract title/description of the services**] (the/this "Agreement" or "Framework Agreement"):

Annex 1	Statement of Acknowledgment
Annex 2	Declaration on Honor
Annex 3	Terms of Reference
Annex 4	Work Order

- 1.2 The documents comprising this Agreement are complementary of one another, but in case of ambiguities, discrepancies or inconsistencies between or among them, the following order of priority shall apply:

- 1.2.1 This document,
- 1.2.2 Annex 1 – Statement of Acknowledgment,
- 1.2.3 Annex 2 – Declaration on Honor,
- 1.2.4 Annex 3 – Terms of Reference, and
- 1.2.5 Annex 4 – Work Order

- 1.3 This Agreement embodies the entire contract between the Parties regarding the subject matter hereof and supersedes all prior representations, agreements, contracts and proposals, whether written or oral, by and between the Parties on this subject. No promises, understandings, obligations or agreements, oral or otherwise, relating to the subject matter hereof exist between the Parties except as herein expressly set forth.



- 1.4 Any notice, document or receipt issued in connection with this Agreement shall be consistent with the terms and conditions of this Contract, and in case of any ambiguity, discrepancy or inconsistency, the terms and conditions of this Contract shall prevail.
- 1.5 The following documents are referred to in this Agreement only as aids in interpretation of the rights and obligations of the Parties under the Contract but shall not be construed, for any purposes or under any circumstances, as creating any such rights or obligations:
 - 1.5.1 Request for Proposal GCA-PR-2X-XXX dated XX Month Year,
 - 1.5.2 Addenda No. XX, XX dated XX Month Year, XX Month Year respectively,
 - 1.5.3 Annex 5 – Contractor’s Proposal in response to Request for Proposal GCA-PR-2X-XXX.
- 1.6 The documents referred to in Article 1.5 above are not attached hereto but are known to, and in the possession of, the Parties.

ARTICLE 2

2. General

- 2.1 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.
- 2.2 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.
- 2.3 The Contractor undertakes, based on the GCA requirements as described in the Agreement, Scope of Services and individual Work Orders, and for the whole duration of the Contract:
 - 2.3.1 to perform the work and services as per the Statement of Work and individual Work Orders;
 - 2.3.2 to make available for these tasks the necessary personnel, material, equipment and facilities;
 - 2.3.3 to undertake work according to the Work Order procedure specified in Clause 6 to the present Agreement.

ARTICLE 3

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:
- 3.2.1 This Contract and its Annexes including the Scope of Services and related Annexes;
 - 3.2.2 Each subsequent Work Order placed including its associated Statement of Work;
 - 3.2.3 The Contractors Proposal for the Framework Agreement;
 - 3.2.4 The Contractors Proposal for each Work Order;

ARTICLE 4

4. Nature of the 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 Contractor's response thereto) in the areas of:
- 4.2.1 (List type of Services)
 - 4.2.2

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

- 4.3 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.

ARTICLE 5

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



- 5.2 The above amount shall be defined as the Limit of Liability of GCA.
- 5.3 This amount will become incrementally available for performance of tasks according to the Work Order procedure (see Clause 6). Each Work Order will be concluded on a firm fixed price Basis.
- 5.4 The cumulative amount of all Work Orders shall in no case exceed the amount of the Limit of Liability specified above.

ARTICLE 6

6. Work Order Procedure (Mini-competition)

- 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 Mini-competition process to support specific projects by sending a specific Request for Proposal (RFP) via email to Contractors within the Framework Agreement. Upon written request by GCA, the Contractor shall submit a technical and financial proposal within the time limit specified by GCA in such request.
- 6.2 Each RFP shall include, as a minimum, the following:
 - 6.2.1 **Services:** A specification of the services to be performed;
 - 6.2.2 **Deliverables:** A specification of any reports or other documents, materials, or services to be delivered;
 - 6.2.3 **Time schedule:** Time schedule and any deadlines for the services and deliverables.
- 6.3 Following receipt of such RFP, the Contractor shall promptly and in any event within a time specified (taking into account all relevant circumstances in relation to the subject matter and nature of the RFP) notify GCA of its confirmation to take part in the Mini-competition Procedure and submit a (technical and financial) proposal for that specific project or notify GCA it will not bid.
- 6.4 The Contractor's proposal shall include, as a minimum, the following:
 - 6.4.1 Consultant's experience in undertaking similar assignments;
 - 6.4.2 Methodology and work plan for undertaking the assignment;
 - 6.4.3 Personnel proposed for the assignment with CVs;
 - 6.4.4 Total Firm Fixed Price in EURO for the activities, including travel if any, with and travel/subsistence plan as per the Financial Proposal Form;
 - 6.4.5 Other requirements as specified in the Mini-competition RFP.



- 6.5 To conclude the Mini-competition Procedure, GCA shall evaluate proposals received and determine the successful Contractor for the specific project's Work Order.
- 6.6 The criteria for awarding each Work Order shall be based on a price-quality approach, least cost approach or other criteria as specified in the applicable Request for Proposal.
- 6.7 Upon mutual agreement between the Parties regarding the contents of the Work Order, including any potential Specific Conditions, the Work Order shall be formally executed by their duly authorized representatives.
- 6.8 GCA will issue a Work Order following the form given as Annex 1 hereto. 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 in writing to proceed with the work foreseen under a Work Order, such authorization (following the approval of GCA's signatory of this Agreement and subject to availability of funds) 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.
- 6.9 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 Orders in the same area of work. The parties will agree the implementation of such a redirection.

ARTICLE 7

7. Undertakings of the Contractor

- 7.1 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.
- 7.2 The Contractor shall:
 - 7.2.1 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.
 - 7.2.2 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.).
 - 7.2.3 Perform the tasks and provide the deliverables described in the present Contract and individual Work Orders.
 - 7.2.4 Be responsible for organizing 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.



7.2.5 The Contractor, upon request of GCA, shall provide reasonable assistance to any successor Contractor, on a temporary or definitive basis if needed.

ARTICLE 8

8. Costs

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

ARTICLE 9

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 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:

9.3.1 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;

9.3.2 Attend meetings and briefings with the staff of GCA as reasonably required by GCA; and

9.3.3 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. Notwithstanding anything to the contrary in the Agreement or in the Works Order, the penalties for delay shall be limited to 10% of the value of the Work Order, and shall not be considered as the sole and exclusive remedy for late delivery.

ARTICLE 10

10. Duration and Termination

- 10.1 This Agreement shall commence on **XX Month Year** (hereinafter referred to as the "Effective Date") and shall remain in effect until **XX Month Year**, at which date it shall automatically terminate unless prolonged by the Parties in writing. It is renewable for a further **two (2) additional periods of 1 year each subject to performance and availability of funds**, and its total duration may not exceed **four (4) years**.
- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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.
- 10.6 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, except where the breach also represents a breach of that Work Order or adversely affects its execution.

- 10.7 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.
- 10.8 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.
- 10.9 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.
- 10.10 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:
- 10.10.1 Either Party, if the other Party has applied for a suspension of payment, or that other Party has been adjudicated bankrupt;
 - 10.10.2 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;
 - 10.10.3 Either Party, if the other Party discontinues its business operations;
 - 10.10.4 GCA, if the Contractor, after a written demand from GCA allowing a reasonable time for compliance, still fails attributable to comply promptly, properly or at all with any obligation under this Agreement;
 - 10.10.5 GCA, if one or more of the exclusion criteria mentioned in section I or section II of the signed Declaration on Honor becomes true for the Contractor.

ARTICLE 11

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 endeavors 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.

ARTICLE 12

12. Organization

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

12.2 The following persons shall be contacted for the liaison of this Agreement or such successors as each Party may designate and communicate in writing to the other Party:

For GCA (Technical): [name], [email], [telephone]

For GCA (Contract Management): Procurement Team, procurement@gca.org

For Contractor: [name], [email], [telephone]

12.3 The Contractor shall ensure the selection of personnel with the necessary skills and competence to take part in each Work Order under this Agreement.

12.4 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.

12.5 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.



12.6 Unless otherwise agreed in a Work Order, each Party shall bear the travel and accommodation costs of its personnel.

ARTICLE 13

13. Time Schedule

13.1 A time schedule shall be made for each separate Work Order (see Clause 6 above).

ARTICLE 14

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, labor 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.

ARTICLE 15

15. Liability and Insurance

15.1 The total liability of the Contractor on any and all claims, whether in contract, tort (including negligence), by way of indemnity or otherwise arising out of or connected with or resulting from this Agreement (including Work Orders), shall be limited to and shall not exceed in aggregate the sum of the fee of the relevant Work Order. Contractor's liability is limited to a period of two (2) years after the end of the Agreement. The contractor's financial liability shall be limited to the value of 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.
- 15.4 To the maximum extent permitted, neither party hereto shall have any liability to the other for any lost revenues, lost profits or anticipated profits, cost of capital, loss of production, loss of product, or any special, indirect, consequential or punitive damages suffered, sustained, paid by the other party hereto or any third party and whether or not foreseeable at the time of entering into this Agreement.

ARTICLE 16

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:
- 16.5.1 The employees concerned need to know this information in order to fulfil their tasks under the contract.
 - 16.5.2 The employees are informed about the confidential nature of the information.
 - 16.5.3 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.

ARTICLE 17

17. Payments

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

- 17.1.1 Payment of each Work Order will be made in accordance with a payment plan included in the relevant Work Order agreed between the parties.
- 17.1.2 Each payment milestone shall be unique and shall identify a portion of work measured by an amount of money recognizable.
- 17.1.3 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.
- 17.1.4 Milestone payments will become due upon achievement of the defined payment Milestones.
- 17.1.5 Payments shall be made within 30 days of presentation of the documents listed below:
 - 17.1.5.1 Advance payment: Invoice, to be submitted after signature of each Work Order by all parties.
 - 17.1.5.2 Progress payments: Invoice; Certification, to be submitted for acceptance and signature to GCA, that the stage foreseen has satisfactorily been completed.
 - 17.1.5.3 Final settlement: Invoice; Certification, to be submitted for signature to GCA, of satisfactory delivery of all deliverable items due under the Work Order concerned.
- 17.1.6 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 their failure to pay such subcontractors.
- 17.1.7 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.



- 17.1.8 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.
- 17.1.9 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.
- 17.1.10 All invoices must be **in English** and addressed to: The Global Center on Adaptation, Antoine Platekade 1006, 3072 ME Rotterdam and shall be sent by email to finance@gca.org.
- 17.1.11 GCA will transfer the payments to the following Contractor's bank account:

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

- 17.2 The Contractor is required to submit invoices for all payments due under the Contract, by email 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.
- 17.5 Without prejudice to any other rights or remedies to which GCA may be entitled under this Contract, in the event of delayed delivery of Services or insufficient or inadequate performance by the Contractor of its obligations under this Contract, GCA shall be entitled to adjust the Fee, the respective dates of payment and the schedule of the Deliverables to reflect the actual progress of the Services.



ARTICLE 18

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.
- 18.2 GCA shall not unreasonably withhold any payment to Contractor. For the avoidance of doubt, GCA shall pay in time the part of the invoice which is undisputed.

ARTICLE 19

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.

ARTICLE 20

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 prior GCA written approval. Appropriate requests from any level of contracting shall be channeled 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 have 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 (two) calendar months by another person having the requested qualifications.

ARTICLE 21

21. Special Conditions of Performance

- 21.1 GCA will not be entitled to give directives to the Contractor's and Sub-contractors' personnel (hereinafter designated by "the Contractor's personnel" or "its personnel") other than operational and safety instructions necessary to the performance of the services described in the Scope of Services. These instructions do not in any way create a link of authority or management control of the Contractor's personnel by GCA.
- 21.2 The legal relationship resulting from the Contract of employment between the Contractor's personnel and the Contractor shall not be affected by this Contract/or subsequent 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.

ARTICLE 22

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.

ARTICLE 23

23. Publicity

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



ARTICLE 24

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.

ARTICLE 25

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.

ARTICLE 26



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.

ARTICLE 27

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 where the Contractor fails to exercise reasonable skill, care, and diligence 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 Without prejudice to any other rights set out in this Contract, each Party (hereinafter the “Indemnifying Party”) hereby agrees to indemnify and hold harmless the other Party (hereinafter the “Indemnified Party”) from and against any and all direct losses arising out of or in relation to third-party claims of any kind which, if proven by a non-appealable decision by the courts, would constitute a breach of the warranties made by the Indemnifying Party.
- 27.4 If a claim is made that may give rise to a claim for indemnity under this article 27, then the Indemnified Party shall notify the Indemnifying Party 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.



ARTICLE 28

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.

ARTICLE 29

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.

ARTICLE 30

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.

ARTICLE 31

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.

ARTICLE 32

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.

32.3 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 Parties have, through their authorized representatives, signed this Contract on the date herein below written.

For and on behalf of:
Stichting The Global Center on Adaptation

For and on behalf of:
[Contractor]

Name: Prof. Dr. Patrick Verkooijen
Position: CEO
Date:

Name:
Position:
Date: