



GLOBAL
CENTER ON
ADAPTATION

REQUEST FOR PROPOSALS (INDIVIDUAL CONSULTANTS)

For

Facilitating Enhanced Direct Access for Climate Adaptation Finance in Africa

RFP Ref: GCA-PR-24-610

CLOSING DATE: 1 November 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: 24 October 2024



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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 Global Center on Adaptation

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

The GCA has an ambitious 2020-2025 business plan with three pillars:

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

1.2 Program Background Information

In Africa, GCA implements its strategy through the flagship Africa Adaptation Acceleration Program (AAP), 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 \$9 billion of investments funded by international financial institutions (IFIs) throughout Africa. The AAP 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.

As part of the Adaptation Finance pillar, GCA’s Technical Assistance Program (TAP) is designed to support countries directly access and manage global climate adaptation funds. To date, this support has focused on providing technical assistance to potential and current Direct Access Entities (DAEs) in navigating the climate fund accreditation and approval processes with the goal of unlocking adaptation finance. Going forward, and in line with effort of the global climate funds to devolve decision on funding and project oversight to the national or regional level, GCA is partnering with the Green Climate Fund (GCF) and the Adaptation Fund (AF) to deepen support provided through the Technical Assistance Program to help countries understand and access funds through Enhancing Direct Access (EDA) channels.

Within this context, and in preparation for GCA’s 2025 AAP work plan, GCA plans to engage with relevant national and regional stakeholders at a consultation workshop to present and understand the opportunities and barriers of accessing finance through the EDA modality in December 2024. The workshop will convene DAEs and NDAs from Africa to gauge institutional understanding of the climate funds, as well as common barriers and difficulties to properly access these funding streams. The key findings and learnings from this convening will synthesize into a report that will drive and grow the workstream through 2025.



Further program details are outlined in the Terms of Reference (Annex 3).

2. Description of Services

2.1 Purpose of this Assignment

Within this context, GCA is seeking and intending to enter into a contract with a qualified Individual Consultant (IC) to support the preparation, planning, and facilitation of the workshop to facilitate enhanced direct access for climate adaptation finance in Africa.

The expected services to be provided under this assignment are also detailed in the Terms of Reference (**Annex 3**) and the total duration of this assignment is **estimated at up to 2 months (November 2024 – December 2024)**.

Bidders shall respond to the strategic requirements of GCA with a strong emphasis on responsiveness to GCA technical requirements and performance, substantive progress reports, achievement of tasks and activities to match the Terms of Reference and the production of the deliverables on time, to highest applicable standards.

3. Preparation of Proposals

3.1 RFP Indicative Schedule

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	24 October 2024
Deadline for sending a request for clarification to GCA	28 October 2024
Deadline for submission of proposals	1 November 2024
Proposal opening	1 November 2024
Evaluation of the proposals	6 November 2024
Signature of Contract	8 November 2024

3.2 Communications, Clarifications and Amendment of RFP

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-24-610 – Individual Consultant- Facilitating Enhanced Direct Access for Climate Adaptation Finance in Africa**". Each inquiry must include the inquirer's name 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 Proposal. Please note that GCA will not enter a detailed discussion on the requested services at this stage.

The closing date for clarification requests concerning this Request for Proposal is **28 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.

3.3 Language

The proposals, all correspondence and documents related to the RFP exchanged by the bidder and GCA, must be written in **English**.

Supporting documents and printed literature that the bidder provides may be in another language, provided they are accompanied by an accurate translation into English.

3.4 Cost of Submitting Proposals

GCA will not reimburse any costs incurred by interested bidders with connection with preparation and submission of their responses to this RFP.

3.5 Alteration or Withdrawal of Proposals

Bidders may alter or withdraw their proposals by written notification to GCA prior to the deadline for submission of proposals referred to in Section 4.1. No submission may be altered after this deadline. Withdrawals must be unconditional and will end all participation in the RFP procedure.

3.6 Signature of the Proposal

The signature of the authorized representative of the bidder in Annex 1 will be considered as the signature of the proposal, binding the bidder to the terms included in the proposal.

3.7 Validity of Proposals

The proposals submitted in response to this RFP must be valid for a period of 30 days as of the deadline for submission indicated in Section 4.1. 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.



3.8 Currency

Proposals must be presented in EUR.

3.9 Content of this RFP

The package of this RFP comprises the following:

- a) Instructions to bidders (this RFP document)
- b) Annex 1: Proposal Submission/Identification Form
- c) Annex 2: Declaration on Honor
- d) Annex 3: Scope of Work/Terms of Reference
- e) Annex 4: Financial Proposal Form
- f) Annex 5: Contract for Services

3.10 Supplier Code of Conduct

GCA subscribes to the UN Supplier Code of Conduct | UN Procurement Division. By participating in this RFP, bidders agree to comply with this code.

4. Submission and Opening of Proposals

4.1 Submission of the Proposal

If you are interested in participating in this Request for Proposal, you are requested to submit your proposal to the link: [GCA-PR-24-610- Proposals](#) no later than **1 November 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 link [GCA-PR-24-610- Proposals](#) 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 individual consultant submitting the Proposal as shown in the screenshot below.



GCA-PR-23-338 - Submit Proposal

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

RFP-GCA-PR-23-338-FINANCIAL Proposa... ×

+ 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 cover letter, CV using GCA's template, professional/academic certificates and a 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, Curriculum Vitae (CV), certificates) and 25MB in size for successful delivery**. The GCA will not be held responsible for non-delivery of proposals exceeding 25MB.
- A **Financial Proposal**: Shall contain the "Financial Proposal Form" (Annex 4). The Financial Proposal **should not exceed 10 pages and 25MB in size for successful delivery**. The GCA will not be held responsible for non-delivery of proposals exceeding 25MB.
- **All the supporting documentation** in relation to the evaluation criteria.
- Proposals must be uploaded in **two separate documents**. One containing the Technical Proposal and the other containing the Financial Proposal.
- The Technical Proposal must be named **RFP-GCA-PR-24-573-TECHNICAL Proposal** and no other characters or spacing should be included in the file name.
- The Financial Proposal must be named **RFP-GCA-PR-24-573-FINANCIAL Proposal** and no other characters or spacing should be included in the file name.
- All financial information must **ONLY** be included in the Financial Proposal. No Financial proposals, quotes or any other related financial information should appear in the Technical Proposal.
- Proposals which do not comply with these requirements, e.g. combining the financial and technical proposals in one submission or submitted in any way, other than outlined above, will be rejected.

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.



4.2 Opening of Proposals

The opening of proposals is for the purpose of checking and registering the content of each bid and to determine whether the proposal is complete and meet the minimum content requirements.

There will be no public opening session for the proposals received. Offers will be opened privately by GCA after the closing time specified for the receipt of proposals. No public announcement of the contents of any offer will be made at any time.

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
- The Evaluation Committee shall evaluate the technical proposals first and shall thereafter open and evaluate the financial proposals of only those bidders whose technical proposals meet the minimum technical score.
- Where individual scoring is adopted, the Evaluation Committee shall discuss scores where there are significant discrepancies prior to computing the average score for each criterion.
- During financial evaluation, where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. Where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate shall govern, unless in the opinion of the Evaluation Committee there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line-item total shall govern, and the unit rate shall be corrected.

The proposal must comply with the GCA strategic requirements set in this 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 RFP 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 RFP 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) Technical Standing

(1) Professional and Legal Capacity

Criterion	<ul style="list-style-type: none">• Professional experience
Documentary evidence	<ul style="list-style-type: none">• Experience working in or with climate funds such as the Green Climate Fund or Adaptation Fund.• Deep industry knowledge and experience regarding the practical aspects of the Enhancing Direct Access modality, from the perspective of the two climate funds and national governments.• Demonstrated track record of successful climate finance initiatives or investment strategies.• Experience working in international contexts or understanding of global markets and regulatory environments.
Criterion	<ul style="list-style-type: none">• Educational Background



Documentary evidence	<ul style="list-style-type: none">• Master's degree in business administration (MBA) or similar with a focus on Sustainable Finance, Impact Finance, Environmental Economics, or a related discipline.• Relevant certifications in climate finance, sustainability, or ESG investing is a plus.• Proficiency in French is a plus.
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(2) Technical Standing

Criteria	<ul style="list-style-type: none">• Network and Industry Knowledge:
Documentary evidence	<ul style="list-style-type: none">• Strong connections or engagement within global and regional climate fund networks, including relationships or experience working with key stakeholders such as Direct Access Entities, climate funds, multilateral development banks (MDBs), bilateral donors, private sector investors, non-governmental organizations (NGOs), and climate finance intermediaries.• Proven ability to foster collaboration between different sectors (public, private, civil society) and across disciplines (finance, environment, development) to advance climate adaptation finance.
Criteria	<ul style="list-style-type: none">• Organization and Presentation Skills:
Documentary evidence	<ul style="list-style-type: none">• Strong communication and presentation experience conveying complex financial and environmental concepts and facilitating high impact discussion with a wide range of stakeholders.• Demonstrated experience organizing and facilitating events on climate finance.

Bidders must provide a copy of their CV and, where relevant, any diplomas and/or certifications to demonstrate meeting the above requirements. The bidders who do not meet all the Selection Criteria shall not proceed to the next evaluation stage and their proposals shall not be evaluated further based on the Award Criteria.

5.3 Award Criteria

Applications will be rated on both technical and financial submissions (submitted as a per day rate and total expected cost based on proposed work plan schedule), using the best value for money approach. The selection method will choose the highest rated proposal using the combined scoring method, which assigns the weight distribution between the technical and financial proposals. The overall combined score will be 100 points, the weight distribution shall be 80 for the technical score and 20 for the financial score.

It is important to note that the required minimum cumulative score (threshold) for the Technical Proposal is 70% (56 points). Only proposals obtaining the minimum score (threshold) or more in the Technical Evaluation will progress to the Financial Evaluation.

Technical Proposals scoring less than the minimum score (threshold) will be considered of insufficient quality and shall be rejected. The contract shall be awarded one top ranked bidder who has submitted the most economically advantageous tender based on the best price quality ratio in accordance with the following criteria:



Award Criterion	Maximum Score	Minimum Score/ Threshold
TC.1. Enhancing Direct Access and Climate Fund experience	40	28
TC.1.1 Deep engagement or experience with the Enhancing Direct Access modality while working for a climate fund, or implementing projects through the EDA modality	30	21
TC 1.2 Quality of experience working for or evaluating DAEs or other stakeholders navigating the international climate fund system, and its potential impact on the EDA report	10	7
TC.2. Strength of network and engagement strategy	30	21
TC.2.1. Relevance and quality of suggested stakeholders and organizations for convening event.	20	14
TC.2.2. Effectiveness of proposed event structure and topics.	10	7
TC.3. Consultant’s Qualifications	10	7
TC.3.1 Quality, clarity, and organization of short proposal.	5	3.5
TC.3.2. Quality of working experience, industry knowledge, and/or education.	5	3.5
Total Technical Criteria Score	80	56
Total Financial Criteria Score	20	14
Combined Technical and Financial Score	100	70

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

GCA may award the contract to the next best evaluated bidder(s) in the event of unsuccessful negotiations with the highest-ranked technically compliant bidder.

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.



Annexes

Annex 1: Bidder Identification Form

GCA-PR-24-610 – Individual Consultant Facilitating Enhanced Direct Access for Climate Adaptation Finance in Africa

IDENTIFICATION OF BIDDER	
Full Legal Name	
Date of Birth	
Nationality	
Passport No.	
Physical Address	

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

CONTACT DETAILS FOR THIS PROCUREMENT	
Mobile Number 1	
Mobile Number 2	
E-mail	
Alternative E-mail	
LinkedIn Profile URL or other	

BIDDER'S BANK ACCOUNT INFORMATION	
Bank account holder's full name: (must match the full 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: 1. The acceptance of the conditions in the Request for Proposal.



2. The acceptance of the contract terms and conditions in their entirety and without reservation.
3. That the period of validity of my proposal is 30 days from the deadline of this Request for Proposal.
4. Compliance with the requirements relating to the Scope of Work/Terms of Reference as defined in Annex 3 of this Request for Proposal, and
5. That the information given in this proposal is correct.

Place and Date	
Signature (Authorized representative)	
Full Name	



Annex 2: Declaration on Honor for Individual Consultants

The undersigned (*insert name*),..... representing:

Full official name:
I.D. or Passport number:
Full residential address:

I – Situations of exclusion

(1) declares that the above-mentioned individual 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 individual 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 individual is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the s/he belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(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 individual 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 individual has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations in the jurisdiction of its registered office, central administration, or principal place of business.	<input type="checkbox"/>	<input type="checkbox"/>

II – Remedial measures

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

III – Evidence upon request

Upon request the individual consultant must provide recent certificates issued by the competent authorities and/or a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of establishment of the consultant showing that those requirements are satisfied. These documents must provide evidence covering all taxes and social security contributions for which the consultant is liable, including for example, VAT, income/company tax and social security contributions.

IV – Selection criteria

(2) declares that the above-mentioned consultant complies with the following selection criteria	YES	NO	N/A
(a) It has the legal capacity to pursue the professional activity needed for performing the Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

V – Final

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

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

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

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

Full name:

Date:

Signature:



Annex 3: Terms of Reference

TERMS OF REFERENCE (TOR)

1. Background information

The Global Center on Adaptation (GCA) is an international organization that acts as a solutions broker, driving action and support for climate adaptation from the global to the local level. Partnering with both the public and private sectors, GCA fosters collaboration to ensure that we learn from one another and work collectively towards a climate-resilient future. Adapting to the impacts of climate change delivers significant benefits, including improved health, livelihoods, food security, water supply, human security, and economic growth. GCA's efforts elevate the visibility and political urgency of climate adaptation, enabling solutions such as smarter investments, innovative technologies, and improved planning to better withstand climate-related threats. With rapidly expanding operations, GCA has offices in Abidjan, Beijing, Dhaka, Groningen, and Rotterdam.

GCA has an ambitious 2020-2025 business plan with three pillars:

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

The Africa Adaptation Acceleration Program (AAP)

In Africa, GCA implements its strategy through the flagship Africa Adaptation Acceleration Program (AAP), 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 \$9 billion of investments funded by international financial institutions (IFIs) throughout Africa. The AAP 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.

As part of the Adaptation Finance pillar, GCA's Technical Assistance Program (TAP) is designed to support countries directly access and manage global climate adaptation funds. To date, this support has focused on providing technical assistance to potential and current Direct Access Entities (DAEs) in navigating the climate fund accreditation and approval processes with the goal of unlocking adaptation finance. Going forward, and in line with effort of the global climate funds to devolve decision on funding and project oversight to the national or regional level, GCA is partnering with the Green Climate Fund (GCF) and the Adaptation Fund (AF) to deepen support provided through the Technical Assistance Program to help countries understand and access funds through Enhancing Direct Access (EDA) channels.

Enhancing Direct Access



Within this context, and in preparation for GCA’s 2025 AAAP work plan, GCA plans to engage with relevant national and regional stakeholders at a consultation workshop to present and understand the opportunities and barriers of accessing finance through the EDA modality in December 2024. The workshop will convene DAEs and NDAs from Africa to gauge institutional understanding of the climate funds, as well as common barriers and difficulties to properly access these funding streams. The key findings and learnings from this convening will synthesize into a report that will drive and grow the workstream through 2025.

2. Objective of the Assignment

2.1. Purpose of this Assignment

To this end, GCA is seeking an Individual Consultant (hereby known as the Consultant) to support the preparation, planning, and facilitation of the workshop to facilitate enhanced direct access for climate adaptation finance in Africa.

The total duration of this assignment is estimated at up to 2 months (November 2024 – December 2024).

2.2. Scope of the Services to be Performed

The scope of services is structured around four broad tasks:

- **Task 1: Draft a discussion paper to support the consultation workshop [est. 10 days].** The discussion paper will present the experience of the GCF and AF in implementing EDA, including successes, challenges and evolution, and with brief descriptions of projects. The paper should focus on the potential and challenges of EDA from the national perspective; prospects, including changes necessary in design, and how to incentivize applications; and some analysis on the balance between LLA and EDA.
- **Task 2: Support in designing the agenda of the workshop [est. 5 days].** The discussion paper will inform the planning and moderation of the workshop, most likely to be organized in Namibia or Kenya. The consultant will leverage their networks within the GCF, AF, DAEs, and NDAs to connect with and convene key stakeholders for the workshop. GCA will manage the logistics of the event but the consultant will support with preparing lists of invitees. The consultant will be responsible for preparing a draft agenda for the workshop, identify and select speakers, design breakout sessions, and to prepare presentations.
- **Task 3: Participation in the workshop [est. 2 days]:** The consultant will travel and attend the workshop and lead specific sessions and support GCA, GCF, and AF during the workshop. GCA will cover travel costs for the consultant separately.
- **Task 4: Synthesize key findings and recommendations from the workshop [est. 3 days].** Consultations and discussions at the workshop will be synthesized into a final paper that will provide specific recommendations for GCF and AF to take EDA forward and for GCA to plan activities to support and facilitate access to this financing channel.

2.3. Key Tasks and Activities to be Performed

Task	Outputs and Activities
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<p>Task 1: Draft a discussion paper to support the consultation workshop</p>	<p>Prepare a discussion paper on EDA, with focus on the following:</p> <ul style="list-style-type: none"> • Detailed breakdown of EDA program design, challenges, successes, and changes • Project-level examples and analysis • National level analysis of potential and challenges • Future of the program, including changes necessary in design, and how to incentivize applications • Any other related subjects as agreed between GCA and the consultant
<p>Task 2: Support in designing the agenda of the workshop</p> <p>Task 3: Participation in the workshop</p>	<p>Event Content Planning:</p> <ul style="list-style-type: none"> • Stakeholder mapping and event planning, drawing from consultant and GCA networks • Drawing on content from report and other related materials • Planning discussions and breakout groups as required • Participant follow-ups • Any other relevant planning support required <p>Facilitation:</p> <ul style="list-style-type: none"> • Attend and moderate/facilitate event • Engage with stakeholders and provide materials if needed • Support next step planning if relevant
<p>Task 4: Synthesize key findings and recommendations from the workshop</p>	<ul style="list-style-type: none"> • Update EDA report with key findings and takeaways from convening • Synthesize recommendations and next steps for EDA and for GCA's support program.

2.4. Key Deliverables

- **Discussion Paper on Enhancing Direct Access:** A detailed report identifying and analyzing EDA initiatives, as outlined above
- **Workshop materials:** Agenda, speaker preparation, and presentations for the workshop.
- **Final synthesis paper:** drawing on consultation and other findings from the workshop, and bilateral interviews with participants.

2.5. Institutional and Organization Arrangements

Consultants are expected to have the capacity to work remotely for content creation and aligning on logistical planning, remaining in consistent communication with GCA. They are also expected to have a deep understanding of the EDA program and have a working network to help convene appropriate stakeholders.

GCA will cover travel and accommodation for the Consultant during the events and will organize the logistics and related costs of organizing in-person events, but the Consultant is



expected to remain in dialogue to ensure alignment on strategy and inclusion of appropriate stakeholders.

3. Proposal documents

In addition to the documents requested in **section 5 of the RFP document**, Bidders must provide a proposal not exceeding 5 pages summarizing the proposed outline for the discussion paper, a summary agenda for the workshop, and provide evidence of relevant experience on Enhancing Direct Access programs for climate funds, networks with the relevant funds and national stakeholders to support the convening, and experience planning, attending, or convening similar events.

In addition to the work plan, bidders should provide a separate financial proposal using the GCA Financial Proposal form (Annex 4) indicating a per day cost, as well as a per event total expected cost (excluding travel and accommodation costs as these will be organized by GCA). Bidders and GCA will agree on requirements for daily progress updates for each working day from initial reporting to final report delivery.

4. Evaluation Criteria

Bidders shall be evaluated against the following Evaluation Criteria as per **section 5 of the RFP document**.

5. Location and Period of Execution

The Consultant should have the capacity to work remotely while maintaining consistent communication with GCA. The Consultant shall also have the capacity to travel for in-person delivery of event, most likely in Namibia or Kenya.

6. Tentative Payment Schedule

Consultant will receive a lump sum payment corresponding to the days worked for the completion and approval of each output listed in section 2.4 of the TOR (Discussion Paper on Enhancing Direct Access, Workshop materials, and Final synthesis paper). Tracking of days worked will be agreed upon between GCA and the consultant.

1. **Discussion Paper on Enhancing Direct Access:** Upon GCA verification and approval of Stakeholder Mapping and Convening Planning Report, lump payment for days worked will be sent.
2. **Workshop materials payment:** Upon successful completion of workshop and GCA approval of materials, lump payment for days worked and days attending event will be sent.
3. **Final Synthesis paper:** Upon review and approval of Final Synthesis paper by GCA, lump payment for days worked will be sent.

7. Services and Facilities to be provided by GCA

GCA will connect the Consultant to relevant stakeholders and groups for the preparation and execution of the events. GCA will work with the Consultant to provide relevant logistical and stakeholder information to help tailor presentation and convening materials. GCA will manage travel, accommodation, and convening costs and logistics.



8. Services and Facilities to be provided by the Consultant

The Consultant will be able to provide any requisite hardware and software required for the creation of content, as well as planning and executing the convening in-person. The consultant should also provide support to align logistical planning with their content planning.



Annex 4: Financial Proposal Form

Financial Proposal Form

The exact template provided below shall be used, including the 5 points underneath (without any changes to the wording) and the signature of the Individual Consultant. **Bidders are required to complete this Form. No other forms are accepted by the GCA.** Failure to submit the Financial Proposal using this Financial Proposal Form is deemed to be **non-compliant** and the bidder's Financial Proposal **shall not** be considered for further evaluation.

[Bidder's Name]		
Description	Unit of Measure	All-inclusive Firm Fixed Daily Fee (EUR)
GCA-PR-24-610 – Individual Consultant Facilitating Enhanced Direct Access for Climate Adaptation Finance in Africa		
Professional Fee	Day	
All-inclusive Firm Fixed Daily Fee (EUR)		

Categories	Unit of Measure	Quantity	Unit Rate	Total Fee (EUR)
Reimbursables				
Travel costs	Trip			
Xxx				
Total				

I, the undersigned, declare and confirm that the submitted Total Firm Fixed Daily Fee is:

1. In Euros,
2. Fixed and not subject to revision,
3. Economical, in line with prevailing market rates and/or the approved professional charges,
4. Independent of exchange rates,
5. Inclusive of all costs directly and indirectly related to the performance of the contract (e.g. taxes, management fees, travel costs, per diem allowances/DSA, International flights, airport transportation, insurance, profit, training expenses, communication costs, social costs, overheads, administrative costs, printing, rent, office expenses, shipment of personal effects, contract management costs, etc.), and
6. Exclusive of VAT.

Furthermore, I declare that should the Global Center on Adaptation (GCA) discover any contravention of this declaration before contract award, during contract execution, or after contract completion, I (the undersigned) hereby give the Global Center on Adaptation full authority to:

- Reject our offer and withdraw from awarding us a contract without financial consequences to GCA;
- Terminate the contract without further communication;
- Exclude us/me from participating in future procurement opportunities.

Bidder's Authorized Representative:

Position:

Date:

Signature (individual consultant):



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

Examples of reimbursable/other expenses that may be related to the execution of the services.

S/ N	Reimbursable/Other Expenses
1.	Taxes, social costs
2.	Management fees
3.	Travel/Transportation costs (flights, rental cars, taxis, etc.)
4.	Airport transportation
5.	Per diem allowances/DSA
6.	Insurance (all types)
7.	Training, certification expenses
8.	Communication costs; phone calls, video conferencing, fax and mailing
9.	Overheads
10	Administrative costs, office supplies and equipment, shipping and courier services
11	Utilities (electricity, water, internet, phone)
12	Printing, photocopying and stationery
13	Hotel/accommodation, rent
14	Shipment of personal effects
15	Contract management costs
16	Software licenses, software development, cloud services, Data Storage Costs
17	Conferences, workshops and seminars
18	Costs associated with data collection
19	Subscription fees for industry reports or databases
20	Organizing client meetings or events
21	Venue rental and catering expenses
22	Fees for subcontractors or specialists hired for specific tasks
23	Costs associated with third-party services
24	Legal fees related to the assignment
25	Translation services
26	Market research
27	License and Permit Fees
28	Health and Safety Compliance
29	Environmental Impact Studies, Survey and Geotechnical Reports
30	Government fees
31	Security clearance costs



Annex 5: Contract for Services

CONTRACT NO. GCA-PR-24-610
BETWEEN
THE GLOBAL CENTER ON ADAPTATION
AND
[CONTRACTOR]
FOR
FACILITATING ENHANCED DIRECT ACCESS FOR CLIMATE ADAPTATION FINANCE IN AFRICA

This Contract 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 GCA acts as a solutions broker, bringing together governments, the private sector, civil society, intergovernmental bodies, and knowledge institutions that can accelerate adaptation action;
- b. Related to the above-mentioned mission, the GCA indicated a necessity for services related to **Capacity Building Support**;
- c. 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;
- d. 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*);
- e. 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;
- f. 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;
- g. 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;
- h. The Parties wish to set out the terms and conditions of their agreements in this contract (hereinafter referred to as the “**Contract**”).



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

Contract Documents

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 **Capacity Building Support** (the “Contract” or this “Contract”):

Annex 1	Statement of Acknowledgment
Annex 2	Declaration on Honor
Annex 3	Terms of Reference/Statement of Work/Specifications
Annex 4	Time Recording Template
Annex XX	Xxxx (Other necessary Annexes)

2. The documents comprising this Contract 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. This document,
2. Annex 1 – Statement of Acknowledgment,
3. Annex 2 – Declaration on Honor,
4. Annex 3 – Terms of Reference/Statement of Work/Specifications, and
5. Annex 5 – Time Recording Template
6. Annex XX – Xxxx (Other necessary Annexes)

3. This Contract embodies the entire agreement 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.

4. Any notice, document or receipt issued in connection with this Contract 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.

5. The following documents are referred to in this Contract 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. Request for Proposal GCA-PR-2X-XXX dated 7 May 2024,
2. Addenda No. XX, XX dated 7 May 2024, 7 May 2024 respectively,
3. The Contractor’s proposal/bid in response to Request for Proposal GCA-PR-2X-XXX.

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



The Services

2.
 1. Contractor is obliged to provide the services as referred to in the preamble sub b and further specified in **Annex 3** (hereinafter referred to as the “**Services**”).
2. The output of the Services to be provided by the Contractor to the GCA is hereinafter referred to as “**Deliverables**”.

ARTICLE 3

Execution of Services

3.
 1. The GCA instructs the Contractor to perform the Services and the Contractor accepts the full responsibility to perform the Services, according to the terms and conditions of this Contract, correctly and in time as per the starting date.
 2. The Contractor shall be at liberty to perform the Services to its sole discretion, subject to the terms and conditions under the Contract. Where applicable, the GCA will facilitate Contractor in the needed cooperation with others in order to perform the agreed Services.
 3. The Contractor shall execute the Services autonomously. The Contractor is fully independent in performing the Services without supervision or guidance of the GCA and shall be entitled to perform the Services as it sees fit. The Contractor is an independent contractor, and not an employee of the GCA, within the meaning of all applicable laws and regulations. The Contractor shall determine the method, details, and means of performing the Services in accordance with this Contract. The GCA can only give directions and instructions concerning the results and deliverables of the Services.
 4. The Contractor shall diligently and faithfully, to the best of its ability, perform the Services and shall exercise all necessary skill, care and diligence to be expected from a properly qualified, competent and professional contractor experienced in performing services in the nature similar to the Services to be performed under this Contract. The Contractor shall be available to the GCA for the duration of the Services and the term of this Contract.
 5. The Services will be performed at the Contractor’s office or at the residential address of any of its employees. Progress meetings will take place remotely or at GCA’s office as outlined in the description of the Services.
 6. The Contractor shall arrange for his/her own office facilities and arrangements which are necessary for efficiently performing the Services, including but not limited to desk space, ICT hardware, communications equipment, telephone subscription, internet connection, etcetera and shall supply all labor, tools, materials, and equipment needed to perform the Services at its own expense.
 7. The Contractor shall inform GCA's contact person about the progress of the Services and about any relevant development and/or irregularity in relation thereto.
 8. The Contractor undertakes to inform GCA as soon as it becomes aware of any facts or circumstances that may entail that it is not available to (partly) perform the Services. In case of inability to perform the Services, Contractor shall inform GCA promptly about the reasons and the expected duration thereof. No fee or any (other) reimbursements or compensation



will be due by GCA in case (i) no Services have been carried out by Contractor (over the subject period), or (ii) the performed Services do not comply with the terms and conditions of this Contract. Prepayments, if any, paid by GCA to the Contractor for Services not performed, will be duly paid back by the Contractor to GCA at its first request.

9. The GCA will provide Contractor with the mandate to use the information needed to perform the agreed Services satisfactorily.

ARTICLE 4

Duration of the Contract and Intensity

4.
 1. The Services will start on **15 August 2024** (hereinafter referred to as the “Effective Date”) and finish on **14 August 2025**. Time is of the essence for the performance of the Services which shall be performed in accordance with schedule of delivery as provided in Annex 3.
 2. The Services will be performed on average **3.3 days per week**.
 3. Contractor will be explicitly allowed to enter into service contracts and/or perform activities for other third parties.

ARTICLE 5

Fee, Invoice and Payment

5.
 1. Subject to the terms of this Contract, the GCA will pay the Contractor a daily fee of € **[amount] exclusive of VAT** for each full day/month of delivery of the Services, for a maximum number of **[number]** days/months during the period agreed in Article 4, cumulating to a maximum total fee of € **[amount]** for the satisfactory performance of the Services, based on actual full days worked. The Fee shall be deemed to be inclusive of (i) compensation for performing the Services and complying with all requests, and (ii) all costs incurred by the Contractor during the performance of Services. The Contractor undertakes to pay all applicable taxes, duties, fees, levies and other impositions and will indemnify GCA against any cost, claim, expense, damage or liability in respect of any failure by the Contractor to do so.
 2. The GCA will not compensate for any costs of expenses, unless explicitly approved in advance in writing by GCA’s contact person.
 3. Invoicing for the Services will be carried out by the Contractor on a monthly basis after the end of each calendar month in which the Services were performed. Before invoicing, the Contractor shall submit the time recordings for the Services performed up to that date for GCA’s approval.
 4. All invoices shall bear a clear description of activities performed and deliverables achieved. Evidence of deliverables and time recordings shall be attached to the invoice, if applicable.
 5. The GCA retains the right to request additional details related to the performance of the Services by the Contractor if it deems this necessary. The Contractor agrees to provide all reasonable information.



6. In case of an audit of GCA’s expenses related to the Services, the Contractor shall cooperate fully and shall respond to all of the GCA’s and the auditor’s requests for information truthfully and timely. The Contractor shall grant the auditor access to its premises if this is necessary to conduct the audit.

7. All invoices must be addressed to: The Global Center on Adaptation, Antoine Platekade 1006, 3072 ME Rotterdam and shall be sent by email to finance@gca.org.

8. Subject to the approval by the GCA, the invoices of the Contractor shall be paid by GCA within thirty (30) calendar days.

9. The 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:	

10. 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 6

Deliverables

6. 1. Upon the delivery of the Deliverables or any portion thereof in accordance with Article 2, GCA will evaluate the same whether to accept or reject.

2. If the Deliverables or any portion thereof fail GCA’s acceptance test, the GCA will inform the Contractor of the reasons for such failure. The Contractor will endeavor to identify and remedy the cause for any such defects within the due dates as set out in the description of the Services, or another such period as may be agreed between Parties. The Contractor will re-deliver the Deliverables or any portion thereof to GCA. GCA will repeat the acceptance test and will inform the Contractor of the result thereof.

3. If following the procedure set out in Article 6.2 any Deliverables or portion thereof fails in a material respect to pass any repeated acceptance test, then Parties may agree:

1. To repeat the procedure set out in Article 6.2; or
2. To engage a third party with equivalent industry experience to identify and rectify any defects, the costs of which shall be borne by the Contractor; or
3. To terminate this Contract on immediate written notice and the GCA shall owe the Contractor no further payments in respect of the rejected Deliverables and any prepayments relating to these undelivered Deliverables shall be paid back by the Contractor to GCA.



ARTICLE 7

Representations and Warranties

7.
 1. The Contractor shall complete and sign the Declaration on Honor attached to this Contract as **Annex 2**.
 2. Contractor warrants that none of the situations of exclusion, as described in Sections I and II of the Declaration on Honor (**Annex 2**) applies.
 3. Contractor warrants that all relevant contributions for national and employees' insurance and other taxes to which it is (or: could be held) liable in the Netherlands and/or in any other country will be paid within the relevant time-limits set.
 4. Parties warrant that at the date of this Contract there exists no fact or event which would preclude the Party from entering into this Contract or carrying out its obligations under this Contract.
 5. Contractor warrants that for a 90-day period from the final payment under this Contract (hereinafter the "**Warranty Period**"), the Deliverables shall be free from material defects. If, during the Warranty Period, the GCA believes that there is a breach of this Article 7.5, then GCA will notify the Contractor in writing, setting forth the nature of such claimed breach. The Contractor shall, at no additional charge to GCA, promptly take such action as may be reasonably required to correct such breach within the period of time that GCA determines at its sole discretion.
 6. Contractor warrants that the Services provided hereunder, and the Deliverables delivered to GCA shall not infringe or violate the intellectual property rights or any common law right or any personal, proprietary, or other right of any kind whatsoever of any person, firm or third party.
 7. Contractor warrants that the Services will be provided in accordance with all applicable laws, regulations and industry guidelines as applicable from time to time.
 8. Contractor warrants that it shall only process GCA's data in order to perform its obligations under this Contract and shall only process the data in accordance with the General Data Protection Regulation (GDPR) and other applicable privacy regulations.
 9. The Contractor shall not, and shall procure that its employees, agents, subcontractors and representatives shall not offer, solicit, make or accept any payments or advantages of any kind whatsoever or transfer anything of value, whether directly or indirectly, to any government official, person or entity in order to influence any decision, obtain or retain business, secure any improper advantage and/or otherwise in connection with this Contract.
 10. The Contractor warrants that it shall not commit any other act which shall be unlawful under, and/or in contravention of, applicable anti-bribery laws and international anti-corruption treaties.

ARTICLE 8

Indemnification



8.

1. The Contractor shall indemnify, defend, to the fullest extent possible under applicable law, including reasonable attorney's fees and expenses, and hold harmless the GCA against all claims, fines, suits, losses, costs and damages in connection with and/or resulting from any default in relation to Article 7.

2. The Contractor shall further indemnify, defend, to the fullest extent possible under applicable law, including reasonable attorney's fees and expenses, and hold harmless the GCA against all claims, fines, costs, suits, losses, and damages in connection with or arising from (i) any act or omission to act in relation to the Services, unless such act or omission to act directly results from any act of the GCA for which it can be seriously blamed, or (ii) any breach of this Contract or any applicable national or international law by the Contractor or by those for whom it is responsible. Contractor waives any entitlement pursuant to article 7:658 sub 4 (*BW*) Dutch of Civil Code.

3. Without prejudice to any other rights set out in this Contract, each Party (hereinafter the "**Indemnifying Party**") hereby agrees to indemnify, defend and hold harmless the other Party (hereinafter the "**Indemnified Party**") from and against any and all 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.

4. If a claim is made that may give rise to a claim for indemnity under this Article 8, 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.

5. Should changes occur during the term of this Contract that are (or could be) relevant to the assessment of the legal relationship between the Parties for tax purposes, national insurance and/or civil law, the Contractor shall inform GCA immediately in writing.

ARTICLE 9

Confidentiality and Marks

9.

1. The Contractor shall keep confidential and shall not, during the performance of the Services or at any time after the expiry or termination of this Contract, disclose to any person or make use of (i) any agreements, financial information, correspondence, documents or other information relating to the GCA which the Contractor has obtained during the course of this Contract or the provision of the Services, or (ii) any other confidential information which the Contractor has obtained in the course of this Contract or the provision of the Services, or (iii) any information contained in this Agreement, in each case without the prior written consent of the GCA. The Contractor undertakes to take sufficient measures to ensure confidentiality with respect to all business data and information of GCA and/or of its business partners, unless (i) the use or disclosure of this information and data is necessary for the proper performance of the Services or, (ii) such information and data have become generally known without this being due to breach of the duty of confidentiality, or (iii) the disclosure of such information is required by court order or any other legal process.

2. The Contractor undertakes to use the data and information referred to in Article 9.1 only to perform the Services.



3. If the Contract is terminated or dissolved, or upon any reasonable request of the GCA, the Contractor must ensure that all materials, electronic media, documentation and other information that includes data and/or information made available by the GCA shall be returned to the GCA immediately and all digital or other copies are destroyed, deleted and removed.

ARTICLE 10

Intellectual, Industrial and Proprietary Rights

10.

1. All right, title and interest in the Deliverables, including any products, methods, works and/or materials developed by the Contractor, in whole or in part, during or in connection with this Contract, shall automatically vest in the GCA upon creation and the GCA shall be the sole and unlimited owner thereof and of rights therein throughout the world perpetually. GCA shall retain all such rights therein, including but not limited to statutory copyrights, and all renewals thereof, as a copyright author and proprietor.

2. 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 materials, instruments, source documents, designs, instructions and codes reasonably required by the GCA in connection with the use, adaption, execution and enjoyment of the Deliverables and of the GCA's rights therein and thereto.

3. Contractor undertakes to do everything necessary to ensure that all existing and any future Intellectual and/or Industrial Property Rights pertaining to the Deliverables are (and remain) vested with GCA or with third party designated by the GCA. The Fee or rates that Contractor charges to GCA in the context of the Contract shall be deemed, in as far as necessary, to include payment for these Intellectual and/or Industrial Property Rights. To effect this transfer, the following acts must at any rate be performed: by signing the Contract, Contractor transfers to GCA all existing and future Intellectual and/or Industrial Property Rights to existing and future Deliverables and the results of the Services.

4. Insofar as these acts prove not to ensure that all Intellectual and/or Industrial Property Rights are transferred to the GCA, the Contractor undertakes, if the situation arises, to do everything possible to effect 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 the GCA: an 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, royalty-free, transferable, irrevocable, perpetual and worldwide license to use all Deliverables and the Intellectual and/or Industrial Property Rights pertaining thereto.

5. Notwithstanding the foregoing, insofar as Contractor has made any material available to GCA, to which material Contractor has Intellectual and/or Industrial Property Rights, Contractor states that it shall grant GCA a non-exclusive and non-transferable right to use this material.

6. The Contractor shall hold or obtain all consents, permissions and/or clearances in third-party intellectual property rights necessary to enable it to perform the Services. The Contractor shall be liable for any violation of legal provisions or rights of third parties in respect of all rights used in the Deliverables or during the performance of the Services. The Contractor,



to the extent permitted by law, agrees to indemnify and hold harmless the GCA from all claims and causes of action asserted by third parties based on (alleged) Intellectual and/or Industrial Property Rights or on any other basis.

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 or enforce any so-called “moral rights” which may now or may hereafter be recognized.

8. GCA grants Contractor a non-exclusive, non-transferable, non-assignable and limited right and license to use the following only to perform the Services in accordance with this Contract: The GCA’s trademarks, trade names, tag lines logos or service marks and any information made available to the Contractor by the GCA.

9.

ARTICLE 11

Termination of the Contract

11.

1. In addition to the statutory provisions pertaining to termination, in the cases below, without judicial intervention or further notice of default, whole or partial termination of this Contract shall be possible, with immediate effect, by:

1. Either Party, if the other Party becomes insolvent, has applied for a suspension of payment, or that other Party has been adjudicated bankrupt;
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;
3. Either Party, if the other Party discontinues its business operations;
4. The GCA, if the Contractor, after a written demand from the GCA allowing a reasonable time for compliance, still fails attributable to comply promptly, properly or at all with any obligation under this Contract;
5. The GCA, if there is any doubt about the reliability and/or integrity of the Contractor, resulting from the screening process including but not limited to, for example, the condition that it has been determined that the Contractor has been involved in serious incidents or irregularities with previously contracted persons, clients, employers and/or on previous assignments;
6. The 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.

2. Termination of this Contract shall not affect the other rights and/or recovery possibilities of the Party terminating it.

3. In the event of termination by GCA due to the fault of the Contractor, the GCA shall withhold and deduct from payment to Contractor the amount reasonably deemed necessary to complete the Services and deliver the Deliverables.

4. Unless and to the extent otherwise specified in this Contract, on the termination of this Contract for any reason, the GCA shall be responsible for paying the part of the Fee for Deliverables that have been accepted by the GCA up to and including the effective date of termination.



5. In the event that either Party wishes to terminate this Contract, a 30-day notice period will be taken into account by both the Contractor and the GCA, except for the situations mentioned in Article 11.1 above.

6. The following Articles shall survive any termination, cancellation or expiration of this Contract, together with any other provisions herein that by their nature shall survive: Article 7 (Warranties), Article 8 (Indemnification), Article 9 (Confidentiality and Marks), Article 10 (Intellectual, Industry and Proprietary Rights), Article 14.8 (Notice) and Article 15 (Applicable Law).

ARTICLE 12

Liability

12.

1. In case the Dutch Tax Authorities and/or the Implementing Authority with regard to social security (*Uitvoeringsinstelling, "UWV"*) decide(s) that one or more of the invoices paid under this Contract are subject to wage tax and / or social security contributions, GCA shall levy the statutory deductions due and these shall be borne by Contractor, except for the premiums in respect of employees' insurances (*premies werknemersverzekeringen*) and the income dependent contribution pursuant to the Act on Insurance for Care (*inkomensafhankelijke bijdrage Zorgverzekeringswet*). From that moment all the fees involved will be considered as (gross) wages including holiday allowance and be reduced to the level where payment without wage taxes and/ or social security contributions can take place.

ARTICLE 13

Sickness and Inability to Work

13.

1. The Contractor agrees to bear the risks pertaining to the Services, including sickness and inability to work, and if the Contractor takes out insurance to cover such risks, the Contractor shall bear the cost of such insurance.

2. The Contractor shall not invoice to the GCA any days on which the Contractor was unable to perform the Services due to illness, leave or any other reason.

ARTICLE 14

Final Provisions

14.

1. The Contractor shall sign the GCA's Statement of Acknowledgment in **Annex 1** which forms part of this Contract.

2. Amendments to this Contract shall be valid only insofar as they have been explicitly agreed in writing by both the signatories of this Contract, or any of their successors. The persons mentioned in Article 14.8 below, other than authorized representatives/signatories, are not legally representing any of the Parties and cannot amend this Contract verbally or in writing.



3. Contractor hereby declares that it has not offered or given GCA staff any benefit in order to obtain this Contract.

4. Contractor shall not be entitled to assign or otherwise transfer this Contract nor any of its rights or obligations under this Contract without the prior written consent of the GCA.

5. 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.

6. The Contractor and the GCA must always inform each other about:
1. Possible problems arising in the performance of this Contract;
2. Relevant changes that can be expected in the relation to the Services or this Contract.

7. Both Parties consent that this Contract, together with its amendments, may be signed electronically and such electronic signature shall be deemed valid.

8. The contact persons and contact details regarding the content and delivery of the Services are:

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

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

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

ARTICLE 15

Applicable Law

15.

1. This Contract and any agreement resulting from this Contract shall be governed by and construed in accordance with the laws of the Netherlands. Any dispute shall be settled exclusively by the competent court in the Netherlands.

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:
[Insert Contractor's Name]

Name: Prof. Dr. Patrick Verkooijen
Position: Chief Executive Officer
Date:

Name:
Position:
Date: