



GLOBAL
CENTER ON
ADAPTATION



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ADAPTATION

REQUEST FOR PROPOSALS

FRAMEWORK AGREEMENT (MINI-COMPETITION)

For

GCA-Funded Sub-Grants Audit, Assurance, and Advisory Services

RFP Ref: GCA-PR-25-845

CLOSING DATE: 27 October 2025

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: 26 September 2025



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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 Introduction to the Global Center on Adaptation (GCA)

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

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

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

1.2 Details and Objectives of the Assignment

GCA works to accelerate action and support for climate adaptation solutions worldwide. As part of its operations, GCA provides sub-grants to various implementing partners across the globe. In line with its commitment to strong financial stewardship, transparency, accountability, and the integrity of financial management, GCA seeks to engage qualified external audit firms under a framework agreement for conducting financial audits, assurance services, and advisory engagements for its sub-grant partners in countries where sub-grants are located, in **Africa**.

The Framework Agreement is structured in three regions:

1. Central Africa
2. Eastern Africa
3. Western Africa

Bidders are required to:

- Specify clearly in their proposal the region(s) for which they are applying.
- Submit valid registration documents demonstrating their authorization to operate and provide audit services within the proposed region(s).

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 (hereto referred to as “Service Provider”) 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 GCA-Funded Sub-Grants Audit, Assurance, and Advisory Services based on TORs/specifications/SOW included in this document. The agreement will be **valid for an initial one (1) year term, renewable up to three (3) terms subject to performance, availability of funds and mutual agreement.**

1.3.2.2 Financial Envelope and Work Orders

The maximum financial envelope for service is **EUR 150,000 (One Hundred and Fifty Thousand 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	26 September 2025
Deadline for sending a request for clarification to GCA	13 October 2025



Deadline for submission of proposals	27 October 2025
Bid opening	27 October 2025
Evaluation of the proposals	10 November 2025
Notice of intent to award (NOITA)	12 November 2025
Standstill period ends	17 November 2025
Signature of Framework Agreements	18 November 2025

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-25-845 - Proposals](#) no later than **27 October 2025, 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 *

Global Center

Last name *

on Adaptation

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-25-845-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-25-845 – GCA-Funded Sub-Grants Audit, Assurance, and Advisory Services**". 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.

Bidders are encouraged to consult the Frequently Asked Questions (FAQ) Sheet available on the GCA website procurement Page [Procurement - Global Center on Adaptation](#). This FAQ provides general guidance for bidders participating in GCA procurement processes. If your question is not addressed in the FAQ sheet, please submit your inquiries via email to Procurement@gca.org

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 **13 October 2025, 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

(1) 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 7 years. The registration status must be valid for the region(s) the firm is applying for. - 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 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. Submit valid registration documents demonstrating their authorization to operate and provide audit services within the proposed region(s).

(2) Financial and Economic Standing

Criterion	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.
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	Financial capability tests will be run. Liquidity: Current assets/Current liabilities for the last 1 year must be ≥ 1.
Documentary evidence	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.

(3) Technical Standing

Criteria	At least 7 years of experience in providing audit, assurance, and advisory services, including 3 years internationally. Demonstrated experience with NGOs, international organizations, and donor-funded projects.
Documentary evidence	The Technical Proposal must include a summary highlighting the experience above, supported by evidence such as contracts, engagement letters, certificates of completion, reference letters, or other relevant documentation demonstrating the bidder's role in each engagement.

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

The Framework Agreement shall be awarded on a **regional basis** (Central Africa, Eastern Africa and Western Africa) to a **minimum of three (3) top ranked bidders** per region **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 Technical Score for the Technical Proposal is 60% 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.

Award Criterion	Max. Tech. Score	Min. Tech. Score
TC.1. Specific experience of the firm	50	30
TC.1.1. At least 7 years of professional experience in providing audit, assurance, and advisory services for NGOs, international organizations, and donor-funded projects within the non-profit sector, including at least 3 years in an international context.	25	
TC.1.2. At least 7 years of professional experience in conducting forensic audits for NGOs, international organizations, and donor-funded projects, particularly within the non-profit sector.	25	
TC.3. Key personnel (qualifications as per TOR)	50	30



TC.3.1. Key Expert 1: Engagement Partner	20	
<i>TC.3.1.1. Qualifications and skills</i>	10	
<i>TC.3.1.2. Specific experience</i>	10	
TC.3.2. Key Expert 2: Audit Manager	15	
<i>TC.3.2.1. Qualifications and skills</i>	5	
<i>TC.3.2.2. Specific experience</i>	10	
TC.3.3. Key Expert 3: Proposed Team Members	15	
<i>TC.3.3.1. Qualifications and skills</i>	5	
<i>TC.3.3.2. Specific experience</i>	10	
Total Technical Score	100%	
Minimum Technical Score		60%
Contract Award: At least three (3) top ranked bidders that obtained the Minimum Technical Score or more, provided that there are enough acceptable tenders to meet this requirement.		
Scoring for each Award Criterion will be conducted using the following scale:		
• Excellent • Good • Average = Minimum Technical Score • Below Average • Poor		

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.
- **Relevant Experience:** Submit a summary table of reference audit engagements demonstrating technical, regional, and sectoral experience relevant to the Scope of Work/Terms of Reference. For each engagement, specify the bidder's contribution, the audit outcomes, and the area of expertise illustrated. Please attach supporting evidence for each engagement (**e.g., Purchase Orders, Contracts, Completion Certificates**).
- Consortium organogram with name and role of each team member.
- A description of the proposed audit methodology, including planning, execution, reporting, and quality control.



- **Team Qualifications:** Summary table that demonstrates that the qualifications and experience of each team member match the technical capacity and skills requirements as described in Section 7 of the Scope of Work/Terms of Reference.
- **CVs:** 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-25-845: Request for Proposal for Framework Agreement for GCA-Funded Sub-Grants Audit, Assurance, and Advisory Services

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	
Region(s) the Bidder is Applying For • Central Africa • Eastern Africa • Western Africa	

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

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;	☐	☐
(b) it has been established by a final judgement or a final administrative decision that the Organization is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;	☐	☐
(c) it has been established by a final judgement or a final administrative decision that the Organization is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the Organization belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:		
(i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility or selection criteria or in the performance of a contract or an agreement;	☐	☐
(ii) entering into agreement with other parties with the aim of distorting competition;	☐	☐
(iii) violating intellectual property rights;	☐	☐
(iv) attempting to influence the decision-making process of the contracting authority during the award procedure;	☐	☐



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

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

III – Remedial measures



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

1. Background Information

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

2. Details and Objectives of the Assignment

GCA works to accelerate action and support for climate adaptation solutions worldwide. As part of its operations, GCA provides sub-grants to various implementing partners across the globe. In line with its commitment to strong financial stewardship, transparency, accountability, and the integrity of financial management, GCA seeks to engage qualified external audit firms under a framework agreement for conducting financial audits, assurance services, and advisory engagements for its sub-grant partners in countries where sub-grants are located, particularly in Africa.

The objectives of engaging external audit firms under this framework agreement are to:

- Provide independent assurance on the financial reports and statements of GCA’s sub-grant partners including fund utilization under GCA sub-grants are accurate, complete, and in compliance with the grant agreements and applicable regulations.
- Assess compliance with applicable donor regulations, grant agreements, and organizational policies.
- Identify risks and provide advisory support to strengthen the financial management and internal control environment of sub-grant partners.
- Support capacity building initiatives through findings and recommendations.
- Provide reasonable assurance to GCA management and stakeholders on the proper use of funds and value-for-money principles.

3. Scope of the Services to be Performed

The services to be provided by the selected external audit firm(s) may include to perform one or more of the following types of engagements globally:



3.1 Financial Audit Services

- Perform annual or project-specific audits of sub-grant financial statements against grant agreements and applicable frameworks (IFRS/IPSAS/national standards where appropriate).
- Express an independent audit opinion in accordance with International Standards on Auditing (ISA).
- Examine the internal control over all aspects of financial management

3.2 Assurance Services

- Conduct agreed-upon procedures (AUP) engagements based on International Standards on Related Services (ISRS).
- Perform compliance audits against donor requirements or specific project-related terms.
- Review grant utilization and verify that expenditures were incurred in accordance with the terms of the grant agreement.
- Recommend for financial management improvements, risk mitigation strategies, and capacity building support.
- Assess the effectiveness of internal controls over financial reporting.

3.3 Advisory Services

- Conduct financial and operational due diligence on sub-grant partners.
- Forensic audits or special reviews in cases of suspected fraud, misuse of funds, or control failures.

4. Key Tasks and Activities

- Planning and scoping of audits and/or advisory engagements in consultation with GCA and sub-grant partners.
- Preparation of audit and/or advisory engagement plans, including timelines, methodologies, and risk assessment approaches.
- Performing fieldwork, site visits, interviews, document reviews, and testing of transactions, including review of financial documents, grant records, disbursement trails, procurement files, and human resource/payroll systems where applicable.
- Verifying compliance with contractual obligations, applicable laws, and GCA operational policies.
- Identifying control weaknesses, ineligible expenditures, irregularities, or instances of non-compliance.
- Drafting and finalization of audit and/or advisory engagement reports, management letters, and advisory notes.
- Presentation of findings and recommendations to GCA and sub-grant partners.

5. Expected Outcome and Deliverables

Each engagement will require specific outcomes and deliverables and might include the following;

- Engagement letter outlining the work plan, risk assessment, and timelines.
- Draft Audit or Advisory Engagement Reports for management comments.



- Final Audit Reports including an audit opinion on financial statements, findings on internal control environment and compliance, list of ineligible or questionable expenditures, if any, and recommendations for improvement.
- Management Letter outlining internal control weaknesses and recommendations.
- Assurance Reports (for AUP or compliance engagements).
- Advisory Engagement Reports providing facts, analysis and recommendations.
- Executive Summary/presentation for GCA management if requested.

All deliverables must be presented in English and meet international quality standards (ISA/ISRS).

- **Contract Duration**

The framework agreement will initially be valid for an initial one (1) year term, renewable up to three (3) terms subject to performance, availability of funds and mutual agreement. Specific contract duration will depend on the assignment, size of the financial information and audit coverage which may tentatively for two weeks to six weeks from initiation to completion.

6. Institutional and Organization Arrangements

The reporting arrangements to the GCA may involve lines of communications and the contract points which to be determined for each audit and advisory engagements. The common reporting arrangement may include:

- The audit firm will report directly to GCA's Finance and Operations Department.
- Regular updates on progress, challenges, and preliminary findings must be shared during the assignment.
- Draft reports must be submitted for GCA's review and comment before finalization.
- Final reports must be delivered within agreed timelines following the completion of fieldwork.

7. Qualifications

Firms wishing to be considered must meet the following criteria:

7.1 Firm Qualifications

- Must be a legally registered audit firm with a minimum of 7 years of experience in providing audit, assurance and advisory services, including 3 years internationally.
- Demonstrated experience with NGOs, international organizations, and donor-funded projects.
- Ability to operate or mobilize resources across multiple locations/countries/regions.
- Must have a presence in Eastern, Central and Western Africa, with the ability to carry out assignments in countries within these regions.
- No record of sanctions or investigations related to unethical behavior or professional misconduct.

7.2 Staff Qualifications

Engagement Partner:

- Certified Chartered Accountant (CA), Certified Public Accountant (CPA) or equivalent and in good standing with the relevant professional body in their country of registration, with at least 10 years of experience in leading audits.



- Minimum 5 years experience with assurance, advisory, forensic Audits and Investigations at national and international environment and staff must have relevant experience and qualifications such as Certified Fraud Examiner (CFE) and/or Forensic Accountant.

Audit Manager:

- CA/CPA or equivalent, with a minimum of 5 years of audit experience, including donor-funded projects.
- Team Members: Qualified audit professionals with relevant technical skills and fluency in English; additional language capabilities are a plus.
- Knowledge and experience with International Financial Reporting Standards (IFRS), ISA, ISRS, and donor compliance frameworks (e.g., EU, FCDO, World Bank) are required.
- Minimum 2 years experience with assurance, advisory, forensic Audits and Investigations at national and international environment and staff must have relevant experience and qualifications such as Certified Fraud Examiner (CFE) and/or Forensic Accountant.

7.3 Specific experience

In the case of, the audit firms must have such experience in Experience in the region and fluency in languages spoken the sub-region (Central – English and French, Eastern – English and Western English and French) is required.

8. Location

The operational base for the assignment may be involved in national, regional, and/or international. The services may be performed at sub-grant partner locations globally. Some assignments may be conducted remotely where physical fieldwork is not feasible. The firm must demonstrate capacity for both in-person and remote engagement modalities.

9. Services and Facilities to be provided by GCA

GCA will provide the following limited support to facilitate the successful execution of the services:

- Facilitate initial introductions and communication with sub-grant partners, including provision of contact information and relevant background materials.
- Provide access to available grant agreements, financial reports, budgets, and related project documentation necessary for the audit or advisory engagement.
- Provide clarifications related to GCA's financial management policies, grant agreements, and compliance requirements as needed for the assignment.
- Review draft reports and provide feedback within agreed timelines to enable finalization.

10. Services and Facilities to be provided by the Firm

The Firm will be responsible for providing all necessary facilities and equipment to carry out the assignment, including:

- Use of their own office premises and/or auditees office or premises for the conduct of the assignment.
- Provision of own laptops, printers, internet access, audit software/tools, and other necessary IT equipment.
- Arrangement of their own travel, accommodation, visas, insurance, and local transportation for fieldwork at sub-grant partner locations.
- Provision of their own mobile phones, email accounts, and other communication devices needed to coordinate with GCA and sub-grant partners.



- Where necessary, the Firm will arrange and bear the cost for translation or interpretation services during the engagement.
- The Firm will be responsible for managing the safety and security of their personnel while undertaking assignments in various locations.



Annex 4: Framework Agreement

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

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/Statement of Work/Specifications
Annex 4	Work Order
Annex XX	Xxxx (Other necessary Annexes)

- 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/Statement of Work/Specifications, and
- 1.2.5 Annex 4 – Work Order
- 1.2.6 Annex **XX** – **Xxxx (Other necessary Annexes)**

- 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 7 May 2024,
 - 1.5.2 Addenda No. XX, XX dated 7 May 2024, 7 May 2024 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

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

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

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

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

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

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

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

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

Duration and Termination

- 10.1 This Agreement shall commence on **22 January 2024** (hereinafter referred to as the “Effective Date”) and shall remain in effect until **22 January 2025**, at which date it shall automatically terminate unless prolonged by the Parties in writing. It is renewable for a further **one (1) year 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

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

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

Time Schedule

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

ARTICLE 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

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

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

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. Invoices must clearly include the Contractor's letterhead, invoice date, the full address of GCA as stated above, and the relevant **GCA contract/Work Order reference number** to ensure proper processing.
- 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

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

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**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

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

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

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

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

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

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

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

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

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

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

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

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 or 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: President & CEO

Date:

Name:

Position:

Date:



1. Annex 1 – Statement of Acknowledgment

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

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

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

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

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

Signature:

Name:

Date: