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European Climate Foundation

15 March 2018

Catherine Potten
Edelman Public Relations Worldwide NV/SA
Avenue Marnixlaan 28
Brussel, 1000 Brussel
Belgium

Dear Catherine,

Thank you for agreeing to provide services to the Global Covenant of Mayors for Climate and Energy, GCoM (an initiative of the European Climate Foundation, ECF) in the amount of €375,420.00, from 11 February 2018 to 31 December 2018, subject to the terms and conditions of the enclosed freelance contract and the activities detailed in the statement of work.

1. Consulting Agreement
2. Annex 1: Statement of Work

Please review the above noted documents carefully then sign and return them using the DocuSign electronic signature system. Follow the DocuSign process and apply your e-signature at the end of the document along with the date. Please note: only the designated person with the authority to bind your organization should sign the documents; this person is referred to as the Signatory Contact in the background information section of the ECF Consultancy Service Proposal, which your organization submitted to the ECF. If you require assistance to complete the process please refer to the DocuSign Guidelines – the step-by-step instructions are included with the ECF Consultancy Proposal Guidelines. Please do not hesitate to contact your GCoM contact if you require a copy of this document.

If you are not able to utilise DocuSign, please return the signed documents via post using the following address:

European Climate Foundation - Finance department
Riviervismarkt 5
2513 AM
The Hague
The Netherlands

All questions pertaining to the Consulting Contract/Annex 1: Statement of Work should be directed to your GCoM contact or you can directly contact our Finance team at grants@europeanclimate.org. Please refer to the contract ID: DG-1802-01941 in order to facilitate an efficient response to your query.

Yours sincerely,

Laurence Tubiana
Chief Executive Officer
European Climate Foundation

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European Climate Foundation

CONSULTING CONTRACT

ECF Ref. No: DG-1802-01941

This CONSULTING AGREEMENT (this "Contract") is entered into as of 15 March 2018, by and between the Stichting European Climate Foundation, a registered charitable institution in the Netherlands ("ECF"), and Edelman Public Relations Worldwide NV/SA, ("Consultant").

ECF and Consultant hereby agree as follows:

1. Statement of Work.

Consultant will furnish certain services (the "Work") described in the Statement of Work, attached hereto and incorporated herein by this reference. In the event of any discrepancy between this Contract and the Statement of Work, the Statement of Work shall prevail.

2. Price and Payment.

A. Fee.
Subject to the terms and conditions of this Contract, during the term of this Contract, ECF agrees to pay and Consultant agrees to accept as full and complete payment for the Work to be performed hereunder, the amount set forth in the Statement of Work. The fee is exclusive of reimbursable travel expenses related to services as described in the Work and inclusive of all remaining costs whatsoever. The parties will agree in the Statement of Work if the fee is inclusive or exclusive VAT.

B. Reimbursable Travel Expenses.
ECF will reimburse Consultant for the reimbursable travel expenses specified in the Statement of Work, but only to the extent reasonably required for performing the Work. Consultant will be responsible for all other expenses incurred by Consultant, and, to the extent not included in reimbursable travel expenses, Consultant will pay all taxes assessed against or associated with Consultant or the Work.

C. Invoices.
As a condition precedent to Consultant's right to payment or reimbursement, Consultant will furnish, "on a monthly basis", itemized invoices to ECF for all Work performed by Consultant hereunder, which invoices will include the nature of the Work performed and the reimbursable travel expenses related thereto, with appropriate receipts therefor. ECF will pay Consultant for invoiced Work and reimbursable travel expenses within thirty days after receipt of such invoices.

D. Taxes.
Consultant is responsible for any income or other taxes that may apply with the exception of VAT. It shall pay or withhold all social security, income and other taxes and fees required to be paid or withheld in connection with the Work, including, without limitation, salary, federal/state/local income or payroll taxes, and health, accident and workers' compensation benefits or taxes.

3. Term.

A. The term of this Contract will be set forth in the Statement of Work. ECF may terminate the Contract prematurely upon five days written notice to Consultant. Consultant is entitled to terminate this Contract prematurely by giving written notice of termination with due observance of a term of notice of one month.

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B. ECF shall be entitled to terminate this Contract with immediate effect without notice of termination being required in the following events:

- bankruptcy, suspension of payments, a change of control, transfer of business, dissolution or legal merger or demerger of the Consultant.

For the purpose of this Contract a change of control of the Consultant shall be deemed to have occurred in the situation in which any natural or legal person, as a result of his own acquisition or the acquisition by persons acting in concert with him, comes to hold (depository receipts of) shares of the Consultant, added to any of his existing holdings of those (depository receipts of) shares and the holdings of those (depository receipts of) shares of persons acting in concert with him, directly or indirectly give him 50% of the voting rights in the general meeting of shareholders.

Upon termination of the Contract, the Consultant shall only be entitled to any outstanding fee until the termination date of this Contract, ECF shall not be obliged to pay the Consultant any fee as per the date of termination of this Contract. The Consultant will not be entitled to any damages. Article 7:411 of the Dutch Civil Code is not applicable.

C. Either party shall be entitled to terminate this Contract with immediate effect without notice of termination being required in the event:

- of any material breach of contract by the other party, and such breach had not been made undone within 14 days of written notice from the other party of such breach;

- one of the parties acts in contravention of the law or is convicted for a criminal offence.

Upon termination of the Contract, the Consultant shall only be entitled to any outstanding fee until the termination date of this Contract, ECF shall not be obliged to pay the Consultant any fee as per the date of termination of this Contract. Article 7:411 of the Dutch Civil Code is not applicable.

D. Upon termination of this Contract, Consultant shall return to ECF all files and documents in its possession that relate to the activities performed by the Consultant under this Contract.

4. Responsibilities.

A. Performance of the Work: The Consultant shall assign a qualified person, being an individual person associated with the Consultant, to perform the Work. An individual person associated with the Consultant is understood to mean any employee and/or director of the Consultant. Consultant warrants that the Work will be performed in a competent, thorough and professional manner. Consultant diligently will pursue all its duties and obligations under this Contract. The Consultant remains at all times fully and unconditionally liable for the result of the agreed Work hereunder. At all times the Consultant will use reliable and verifiable sources and information in the performance of the Work.

B. Anti-Bribery and Corruption: The Consultant shall deliver the work in compliance with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 and the United States Foreign Corrupt Practices Act 1977 and related regulation. Such obligations shall include, but not be limited to a requirement that the Consultant:

- takes all precautions necessary and use reasonable efforts to ensure that ECF monies are not employed to support or promote violence, to aid terrorists or terrorist related activity, to conduct money laundering activities or to fund organisations known to support terrorism or that are involved in money laundering activities.

- has and shall maintain in place throughout the term of this contract its own policies and procedures, including adequate procedures under the applicable laws and regulations including the UK Bribery Act and the United States Foreign Corrupt Practices Act, to ensure compliance by it.

- promptly reports to the European Climate Foundation any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this contract.

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C. Electioneering: The Consultant shall not use any portion of ECF monies to influence the outcome of any specific public election, to support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters or encourage the general public or any segment thereof to vote in a specific election.

D. Data Protection: The Consultant shall, and shall procure that its agents, sub-recipients, subcontractors, consultants or employees shall, administer, implement and deliver the work in compliance with the provisions of all relevant data protection legislation. The Consultant shall obtain and maintain throughout the term of this service contract all necessary registrations and notifications that the Consultant is obliged to obtain and maintain in accordance with all relevant Data Protection Legislation in respect of the work; and the Consultant shall assist the European Climate Foundation to comply with any legislative or regulatory responsibilities or liabilities under the data protection legislation applicable to European Climate Foundation.

Where the Consultant holds or processes personal data in connection with the work, the Consultant shall comply with reasonable requests made by the European Climate Foundation to ensure compliance with the provisions of this clause, including ensuring that the appropriate technical and organisational measures are taken against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data. The Consultant agrees that personal data will not be transferred outside the EEA unless it has first entered into a binding agreement with the transferee which complies with the requirements of this clause and relevant Data Protection Legislation. If the Consultant works outside the EEA and therefore uses personal data outside the EEA, the Consultant shall ensure, before receiving the service contract and processing personal data, that he/she complies with the requirements of this clause and the relevant Data Protection Legislation.

E. Records. The Consultant agrees to maintain full and accurate records and books, in accordance with all applicable accounting standards, that enable the ECF to monitor all Work related expenditures.

5. Independent Contractor.

Consultant acknowledges that it will perform all Work to be performed hereunder as an independent contractor and not as an employee or agent of the foundation. Neither the Consultant nor any employee or agent of the Consultant has the power or authority to act for, represent or bind the foundation in any manner. Under no circumstances will the Consultant or any employee or agent of the Consultant be considered the employee or agent of the foundation. Consultant shall be at liberty to determine its own activities and working times, but shall ensure that these remain practical for the good business conduct of ECF. The Work is under Consultant's sole control and discretion. Consultant will represent itself to the public as ECF's independent contractor when performing the Work.

6. Ownership.

ECF will own and, to the extent permissible under applicable law, Consultant hereby assigns to ECF all proprietary rights in any and all ideas or works of authorship, whether or not patentable, conceived or fixed in a tangible medium of expression by Consultant in the performance of the Work. All materials, documents and reports prepared by Consultant pursuant to this Contract will become the property of ECF, whether delivered to ECF or not, and will, together with any materials furnished by ECF hereunder, be delivered to ECF upon request and, in any event, with Consultant's final invoice. The Consultant irrevocably waives all current and future moral rights arising as a result of the performance of the services under this Contract to the extent permitted by law. The Consultant undertakes that neither it nor anyone on its behalf shall seek to exercise those rights at any time.

7. Delegation of Services.

Consultant shall not delegate or subcontract any Work except as expressly approved in writing by ECF. In such instances, all sub-contracting employees shall be bound by the terms of the Contract. The Consultant remains at all times fully and unconditionally liable for the result of the agreed Work hereunder as if the Consultant performed the Work himself.

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8. Indemnity.

The Consultant undertakes to indemnify and keep indemnified ECF in respect of any losses, damages, costs, liabilities, penalties or claims whatsoever caused directly or indirectly by material negligence or mistake, misconduct or any failure to comply with the terms of this Contract by itself or, its employees, representatives and/or sub-contractors/substitutes. In no event shall any claim by ECF exceed more than two times the amount of fee paid to the Consultant.

9. Confidentiality.

A. None of the parties shall make public any reference to this Contract, its nature and/or its terms and conditions unless the prior written approval of the other party has been obtained.

B. The obligations of the parties under this article shall not apply in respect of revealing of such information in the following circumstances:

a. as required by any applicable law and/or regulation;

b. where such information has entered the public domain otherwise than by default of the relevant disclosing party.

C. Except when required by law, by court order and/or in the performance of its duties and responsibilities hereunder, the Consultant (for avoidance of doubt, including the persons referred to in article 4 of this Contract) shall not use or disclose and may not provide to any third party any information, in whatever form or extent, which relates to ECF and which it has obtained relating to this Contract or in the course of performing the duties hereunder.

10. Conflict of Interest.

The Consultant is bound to ECF's best interests during the term of this Contract. It shall notify ECF of any possible or potential conflict of interest which may result from its other activities, and shall commence such other activities only after written approval of ECF.

11. Penalty Clause.

In the event the Consultant breaches the obligations as expressed in article 9 and 10 of this Contract, the Consultant shall without notice of default being required, pay to ECF for each such breach a penalty equal to an amount of EUR 10,000--, plus a penalty of EUR 5,000-- for each day such breach occurs and continues, without prejudice to any other rights ECF may have including the right to full damages and the right to demand full performance.

12. Non-Solicitation clause.

During the term of the agreement and for 12 months after its termination, neither of the Parties shall, without the prior consent in writing of the other Party, directly or indirectly, employ, or attempt to employ, any staff of the other Party who has been in the employment of the other Party during the validity of the Agreement. This provision is also applicable to staff members who will have left either of the Parties for less than one year. If a Party breaches the present non-solicitation clause, that Party will be liable to pay the other Party fixed damages equivalent to two years of salary of the person solicited.

13. Miscellaneous.

A. Entire Contract.

Amendments. This Contract, including the exhibit attached hereto, is the complete contract between ECF and Consultant with respect to the subject matter contained herein and supersedes any and all prior oral or written agreements between ECF and Consultant regarding the subject matter hereof. This Contract may be amended only by written agreement signed by both of the parties hereto.

B. Governing Law.

This Contract will be governed by the laws of the Netherlands. If any term or provision of the Contract or the application thereof to any person or circumstances shall, to any extent, be found invalid or unenforceable, the Contract shall be deemed to be amended only to the extent necessary to render it valid and enforceable. Any disputes resulting from this Contract shall be submitted to the competent Court in The Hague.

C. Professional Service Agreement.

This Contract is a professional service agreement within the meaning of Section 400 et seq., Book 7, of the Netherlands Civil Code. The parties hereby declare themselves to be of the intention that, pursuant to this Contract, no formal

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employment agreement shall exist, even where the Dutch tax authorities may have imposed tax and other such assessments as meant in this article hereunder.

D. Notices.

All notices which may be or are required to be given hereunder will be in writing, and will be deemed received upon the date of delivery to the address of the party to receive such notice as set forth below.

If to ECF:

Mayta Villafane
European Climate Foundation
Riviervismarkt 5
2513 AM, The Hague
The Netherlands

If to Consultant:

Catherine Potten
Edelman Public Relations Worldwide NV/SA
Avenue Marnixlaan 28
Brussel,
1000 Brussel
Belgium

E. Permits.

Consultant is responsible for obtaining all the required permits (including work permits) to work.

F. Insurance.

Consultant is required to maintain proper and adequate insurance, the costs of which are to be borne by Consultant. Consultant agrees and acknowledges to have and to maintain adequate insurance, such as a professional liability insurance, to cover any eventuality arising from the consultancy which is performed at Consultant's own risk. ECF accepts no liability with respect to any loss or damage sustained in the performance of the consultancy.

G. General Terms and Conditions.

The applicability of the General Terms and Conditions of the Consultant is explicitly rejected.

H. Assignment.

Neither party may sell, transfer, assign or subcontract any right, duty or obligation set forth in the Contract without the prior written consent of the other party, and any attempt by either party to sell, transfer, assign or subcontract such right, duty or obligation shall be null and void.

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ANNEX 1: STATEMENT OF WORK

Edelman Public Relations Worldwide NV/SA, agrees to perform the work described below for the **Stichting European Climate Foundation**, a registered charitable institution in the Netherlands ("The ECF"), subject to the terms and conditions set forth in the Consulting Agreement between the Consultant and The ECF dated 15 March 2018. The ECF agrees to pay Consultant, as set forth below, for the Work performed hereunder, and to reimburse Consultant for certain costs, as specified below.

I. Legal Entity

- Full legal name of the entity and the legal form: Edelman Public Relations Worldwide NV/SA
- Name the jurisdiction where the entity is registered/based: Belgium
- Value-Added Tax (VAT) is payable: true

II. Description of the Services

The description below sets out the projects Services and Deliverables and when the Work is expected to be achieved:

The strategic direction of the GCoM communications campaign and outreach might develop during the year. This might have an impact on communication tactics outlined in this contract and lead to revision of certain deliverables within the overall scope of work. Any proposed new activity will have to be clearly linked to an already agreed service/deliverable and the overall goal of GCoM's communications strategy. All such new activities will be subject to written approval (incl. email) from the GCoM's Director of Communications.

In addition, GCoM would like Edelman to staff the account based on the pitch team which initially won the business. However, we recognise that team changes may arise, but they must be subject to the consent and approval of Stefan Denig, GCoM's Director of Communications.

With the above in mind, **key activities to be delivered by the end of 2018** will include the following:

1. Media activities: monthly support

a. Identify media opportunities for the three Co-Chairs, the ED, and the ten Mayors on the Advisory Board (the "GCoM executive spokespeople");

b. Media placement focused in local markets aligning with event support (set out below in section 2);

c. A minimum of ten tier 1 pieces of coverage through interviews, op-eds etc in relevant media, incl. five editorial pieces of content (e.g. 5 op-eds texts' drafting or something similar, based on one round of amends). Some of this coverage must cover EU relevant media. (This will depend on news stories and content pieces provided by GCoM).

d. Prepare executives for their media appearances (briefings, talking points), within reason;

e. Provide and update media distribution lists.

2. Events & Speaker Placement: monthly support

a. Provide PR support for **two** major events (San Francisco and Katowice). This can be a combination of the following: press releases, advisories, op-eds, social media pack and live support, 1-2-1 interviews with tier 1 media, media briefings, creative positioning (please note not all activities will be necessary/feasible for all events. We may also require point 2d) to be activated for these events);

b. Provide PR support, including at least one day of onsite support, for **four** regional events (possibly Canada, Africa, India and Latin America). This will include packaged support limited to press release, at least one day of on-site support social media pack and live support, media briefings (see details below under point 2d) and a 1-2-1 interview or op-ed;

c. Provide PR support, including at least one day of on-site support, for GCoM engagement in **two** partner events;

d. Provide support for **two** media briefings with active media outreach and, if appropriate, round-tables for participating media for other events (see details under 2 a) and b);

e. Monitor speaking opportunities for other relevant events.

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All event-related activities will need to keep within the scope of work and budget outlined.

*3. **(Media) Partnership:** one-off, timing tbc*

Support GCoM in concluding a media partnership with appropriate media or online publication, and support execution of the partnership.

This could include (but not limited to) paid social work, a smaller and more focused media partnership, regional event partnerships (time specific) and/or other partnership strategies..

**The budget for the media partnership is separate from this contract.*

4. Social Media Activities: monthly support (to be re-assessed in May)

a. Weekly social media plan, based on GCoM and external news and events;

b. Daily execution on Twitter, Facebook, LinkedIn (at least 7 city, climate and sustainability related posts per day with a link to GCoM, including cities stories, new data, milestones and events, plus monitoring of partner channels).

c. Create an editorial calendar that outlines themes of each week over the course of the scope.

d. Create original creative content that can be used on social media, including quote cards, player cards, photo montages, gifs (1-2 per month);

e. Prepare and execute interactive social media activities (Tweet chat, Google hangout, Facebook life, etc.), up to 4 per year; and

f. Place and update video and photo material on YouTube and Flickr.

**Other videos and infographics to be provided through another consultancy contract.*

5. Internal Communications - Newsletter: monthly as of April, 2018

Monthly newsletter, with the first piece of content to be finalized for April 2018 and monthly thereafter. GcoM will provide the input of the content, while Edelman will deliver the structure and text copy into finalization of the newsletter. GCoM will undertake the distribution and follow up.

6. Branding and messaging: date to be agreed

Participation of an Edelman colleague in a three-hour branding workshop and development of campaign narrative and messaging house.

7. Account Processes & Operations: monthly support

a. Bi weekly Technical Working Group call with founding partners;

b. A physical workshop for the Technical Working Group;

c. Bi-weekly Edelman operational team call/meeting (limited to one hour); and

d. Quarterly review meeting.

8. Success Reporting / Monitoring: monthly support, detailed dates to be agreed with GCoM

a. Define and implement a set of relevant KPIs to measure Comms success;

b. Create regular social media and analysis;

c. Collate media coverage on a regular basis.

III. Term of Consultant's Services

- Project duration: 10 months
- Project start date: 11 February 2018

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IV. Cost of Work: fees and expenses

The **total** cost to the ECF of the service is set out in the budget chart below (incl., the fee for the service, an estimate for reimbursable travel expenses, other project costs and VAT if applicable)

1) Total Consulting Fees: EUR 302,000

2) Total Project Expenses: EUR 0

3) Total VAT (21%): EUR 63,420

4) Total Travel: not to exceed EUR 10,000

5) Total Cost of Service: EUR 375,420

6) Percentage of total contract allocated to Type B Activities: 0%

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V. Invoice Schedule

The expected invoice schedule for the service is outlined below:

Payment will be done based on a monthly retainer as detailed in the attached Statement of Work.

The monthly retainer, excluding travel costs, will be:

- February, 2018: EUR 23,595
- March through December, 2018: EUR 34,182.50

**Social media support will be monitored in April. The social media retainer can be terminated with effect on June 1, reducing the monthly retainer:*

- *February, 2018: EUR 23,595*
- *March through May, 2018: EUR 34,182.50*
- *June through December, 2018: EUR 26,015*

Reimbursable travel expenses, if agreed in advance, should be billed with the respective invoice and as individual items. Travel expenses shall be billed as actuals and separated from of the retainer. These shall not exceed EUR 10,000 for the duration of the project.

Invoices shall provide description of the executed tasks and accomplishments. In addition, each invoice shall include a summary of totals and year-to-date totals – applicable to travel, as well.

Invoices shall be paid, once an **activity report** - which will list the activity undertaken during the month and items delivered – is accepted. These activity reports will be **submitted together with invoices each month**.

For timely processing of your invoice, please ensure that the correct banking information is included on the invoice: Euro payments - SEPA countries

- IBAN
- BIC/SWIFT

Allowable reimbursable expenses should be included with each invoice using the ECF Reimbursement Form, along with the original receipts.

VI. US Funder Compliance

Description of work that is ineligible for US Foundation Funding i.e. Type B Activities[1], and declaration of the percentage of the total cost of the service that is attributable to Type B activities

The percentage of activities not eligible for funding under the US rules is 0%.

[1] Type B Activities Ineligible for US Foundation Funding, as defined in The ECF Guidance on US Rules Regarding Acceptable use of US Foundation Money, are activities that include any attempt to influence any legislation (not only direct activity at political level but also a call to action for a specific piece of legislation at grass roots level). Other restrictions include a prohibition against intervening in election campaigns, voter registration, regrants, unless special steps are taken, and expenditures for any purpose that is not charitable or educational.

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Addendum U.S. Foundation Funding

Consultancy DG number:	DG-1802-01941
Consultant name:	Edelman Public Relations Worldwide NV/SA

The percentage of this contract, as defined in the accompanying Statement of Work as eligible for US Foundation Funding, is funded by U.S. Foundation monies. It is agreed and understood that no U.S. Foundation monies will be applied towards any activities that contravene any US charitable law and specifically:

1. The Consultant shall use U.S. Foundation monies exclusively for the purpose specified as Type A activities as described in 'The ECF Guidance on US Rules Regarding Acceptable use of US Foundation Money'.
2. And exclusively for charitable and educational purposes within the meaning of the U.S. Internal Revenue Code (the "Code"). The Consultant shall repay to ECF any portion of these monies that is not used for these purposes.
3. The Consultant shall provide itemized invoices to ECF for all work performed by the Consultant, as specified in the consulting contract and the Statement of Work. Invoices will include the nature of the work performed and the reimbursable travel expenses related thereto, with appropriate receipts.
4. The Consultant shall not use any part of U.S. Foundation monies to make any grants to other organizations without prior approval from the ECF.
5. The Consultant shall not use any part of the U.S. Foundation monies to make grants to individuals for travel, study, research or similar purposes.
6. The Consultant shall not use any part of the U.S. Foundation monies for any attempt to influence any legislation as described in 'The ECF Guidance on US Rules Regarding Acceptable use of US Foundation Money'.
7. The Consultant shall not use any part of these monies for any attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive.

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Signatures

IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

DocuSigned by:
BCD9B702BDD74DC...

Laurence Tubiana
Chief Executive Officer

DocuSigned by:
Catherine Potten
BD77C85BF75B4C5...

15 March 2018
Date

Catherine Potten
Signature (Consultant)

15 March 2018 | 16:53 CET
Date

Senior Financial Controller
Print Name/Title

Direct Phone

Edelman Public Relations Worldwide NV/SA
DPE # DG-1802-01941

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