

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant Daniel J. Edelman 200 E. Randolph 62nd Floor Chicago, IL 60601	2. Registration No. 3634
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3. Name of Foreign Principal The Global Covenant of Mayors for Climate & Energy on behalf of the European Climate Foundation	4. Principal Address of Foreign Principal 2513 AM Rivierismarkt 5 The Hague Netherlands
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5. Indicate whether your foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
- | | |
|---|---|
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Committee |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Voluntary group |
| <input checked="" type="checkbox"/> Association | <input type="checkbox"/> Other (<i>specify</i>) _____ |
- Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The Foreign Principal is an association engaged in climate change initiatives on behalf of the European Climate Foundation.

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

The Global Covenant of Mayors for Climate & Energy on behalf of the European Climate Foundation is partially funded by the European Commission.

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature
December 20, 2018	Randall Corley, Global Compliance Officer	/s/ Randall Corley eSigned

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Daniel J. Edelman	2. Registration No. 3634
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3. Name of Foreign Principal

Global Covenant of Mayors for Climate & Energy (GCoM) on behalf of the European Climate Foundation

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
Provide communications support to raise the profile of the GCoM.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Media, outreach, event participation, social media and newsletter development.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
December 20, 2018	Randall Corley, Global Compliance Officer	/s/ Randall Corley eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



22 January 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 €34,304.00, from 11 January 2018 to 10 February 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
Riviermarkt 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-1712-01849 in order to facilitate an efficient response to your query.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Laurence Tubiana".

Laurence Tubiana
Chief Executive Officer
European Climate Foundation



CONSULTING CONTRACT

ECF Ref. No: DG-1712-01849

This CONSULTING AGREEMENT (this "Contract") is entered into as of 22 January 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.

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.

- 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.

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

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 Villafañe
European Climate Foundation
Riviermarkt 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.

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 22 January 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:

1. Development of the GCoM Communications Strategy and Action Plan for 2018, including:

- A Strategic Workshop with Edelman in January, following a mini audit of what is already in place at GCoM (to be provided by GCoM)
- Development of a comprehensive Strategy to be shared with GCoM
- Development of the corresponding 2018 Communications Action Plan, which will include target group and competitor analysis, detailed activities across media, social, stakeholder outreach, events, campaigns (e.g. for San Francisco Global Climate Action Summit and COP 24) and other communication activities.
- Assessment and audit of existing social media channels, social media tactics, etc.
- KPIs setting as part of the Strategy and Action Plan development.

Timeline: by 10 February, 2018

2. PR support for the following event, incl. communications plan, local media outreach, and placement of one op-ed article in relevant publication:

- World Urban Forum (WUF) in Kuala Lumpur, Malaysia (7-13 Febr., 2018).

Timeline: by 10 February, 2018

3. Day to day social media work for GCoM including:

- Execution on a daily basis and monitoring – as defined in Communications Strategy, working together with the Communications Director.
- Advice and support on content development for social media.

Timeline: throughout contract, 2018

III. Term of Consultant's Services

- Project duration: 1 months
- Project start date: 11 January 2018
- Project end date: 10 February 2018

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 27,750

2) Total Project Expenses: EUR 0,00

3) Total VAT: EUR 5,954

4) Total Travel: EUR 600

5) Total Cost of Service: EUR 34,304

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

V. Invoice Schedule

The expected invoice schedule for the service is outlined below:

Project Deliverables

- 1) Communications Strategy and Action Plan 2018;
- 2) One strategic workshop;
- 3) PR support for WUF;
- 4) Day-to-day social media support.

Invoice schedule

An EUR 34,304 invoice issued on 10 February, 2018 and paid, if quality of deliverables is found satisfactory.

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 Activities¹, 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 in this contract 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.

Addendum U.S. Foundation Funding

Consultancy DG number: DG-1712-01849

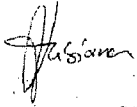
Consultant name: Edelman Public Relations Worldwide NV/SA

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.

Signatures

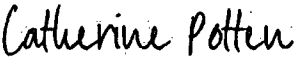
IN WITNESS WHEREOF, the parties have executed this Contract as of the date first written above.

DocuSigned by:


BCD9B702BDD74DC...
Laurence Tubiana
Chief Executive Officer

22 January 2018

Date

DocuSigned by:


BD77C85BF75B4C5...
Signature (Consultant)

23 January 2018 | 14:07 CET

Date

Catherine Potten

Print Name/Title

Direct Phone

Edelman Public Relations Worldwide NV/SA
DPE # DG-1712-01849