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Request for Proposal

Travel Management Company

Proposal Due Date: June 5th 2023



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Purpose and Scope of this Request for Proposal (RFP)

Vital Strategies is a global public health organization. It has established offices in Brazil, China, Ethiopia, France, India, Singapore, and the United States. In addition, it has programs in many other countries.

The RFP is intended to source a company that can provide travel management services for Vital Strategies Singapore to support our travel needs for our Asia Pacific regional hub. Strong customer service is the number one priority for Vital Strategies, delivered by experienced international faring agents complemented by strong technology capabilities to enhance the traveler experience.

In 2019 Vital Strategies Singapore volume of travel was of SGD 298K for air fare expenditure and hotel expenditure SGD172K. In 2022, 160K for airfare expenditure, with a ticket count of 192, and SGD 90K for hotel expenditure. Travels happened worldwide, but mainly in the Asia region (Cambodia, Indonesia, Philippines, Thailand, Vietnam,). In 2023, travel is picking up significantly and our current airfare expenditure for Jan-April 2023 (4 months) is of SDG 156k, while hotel expenditure for the same period is of SDG 46k.

Vital Strategies Organizational Background

Vital Strategies is a global health organization that believes every person should be protected by a strong public health system. We work with governments and civil society in 73 countries to design and implement evidence-based strategies that tackle their most pressing public health problems. Our goal is to see governments adopt promising interventions at scale as rapidly as possible.

Our experts provide technical and professional guidance to partners and government agencies. We speak out, through press releases, publications, social media, and participation in convenings and conferences against the practices of tobacco and the sugary drinks industries. Vital Strategies does not accept gifts or funds from industries related to tobacco, sugary drinks and alcoholic drinks. We actively seek to engage with stakeholders who share our values and seeks to work with partners who endorse and encourage the highest ethical work practices and standards.

Vital Strategies was incorporated in Singapore in 2017 as a regional hub for the Asia Pacific region. A culturally, economically and politically diverse region of 47 countries and territories, the Asia Pacific region faces a variety of public health challenges as a result of emerging economies, population growth and environmental threats. We develop and implement targeted, evidence-based programs in critical areas such as air pollution, civil registration and vital statistics, data impact, the Partnership for Healthy Cities and road safety from India to Indonesia to the Solomon Islands.

With about 20 staff based in Singapore, and more than 100 staff and consultants in Asia Pacific, Vital Strategies is well-positioned to create partnerships with policymakers, administrators, and media and civil society groups in order to build capacity and advance progress—directly impacting the health of millions of people.

RFP Objective/s

The primary objective of this RFP is to establish an effective and reliable partnership with a customer service-oriented travel management company (TMC) that will:

- Ensure outstanding customer service through experienced travel counsellors/agents and a highly satisfactory travel experience for our travelers at Vital Singapore regional office.
- Implement an easy-to-use, customizable travel booking tool that is efficient and compliant with Vital Strategies' policies and procedures.
- Insure proper accounting and analysis of Vital Strategies Singapore travel program with sophisticated reporting of travel data.
- Send Vital Strategies Singapore PNRs to International SOS the live data feed.
- Provide monthly carbon emission footprint reports.

This RFP includes the Scope of Services below and specifications and requirements as attachments.

Project Overview

Suppliers are requested to provide services, support and coverage for the following requirements:

Account Management:

1. The TMC should be nimble in implementing and streamlining travel management operations and initiatives and be proactive in communication with Vital Strategies and its travelers. Vital Strategies requires the TMC to be a strategic partner and provide forward thinking recommendations on improvement capabilities by including new technologies, operational models, and an optimization strategy across the full travel management program.
2. Provide account management that ensures a high level of service to all Vital Strategies travelers and travel arrangers, while keeping Vital Strategies current with industry enhancements/developments. The TMC should identify strategic opportunities to enhance the program.
3. Ensure consistent application of traveler profile information regardless of booking platform.
4. Perform comprehensive quality control on all tickets, regardless of the booking methods used (OBT, mobile, phone, email).
5. Send all Vital Strategies Singapore PNRs to International SOS for the live data feed.
6. Provide full price transparency to Vital Strategies Singapore travelers and travel management team.
7. Provide quarterly business and technology reviews.
8. Provide Ad hoc reviews of any deficiency in services must be addressed immediately and corrective action implemented within 24 hrs.

Customer Service:

9. Prioritize customer satisfaction at all times.

10. Provide prompt, proactive, courteous, professional and accurate support to Vital Strategies Singapore travelers and travel arrangers.
11. Provide the appropriate number of highly qualified dedicated or designated senior travel counselors, with appropriate overflow agents for high volume instances. Agents should be familiar with Vital Strategies policy and procedures to ensure consistent service and compliance across all markets.
12. Confirm business airline, hotel, car rental and rail reservations in full and timely compliance with Vital Strategies' travel policy, prioritizing safety, practicality, and economy in that order using Vital Strategies' preferred suppliers where possible. Flights booked should be with seats confirmed.
13. Provide support for group air bookings for events. Events include employees and non-employees from multiple locations gathering at a common location (generally a major city) for a period of time. Certain instances may require VIP services for a particular event.
14. Provide in house after-hours emergency support with agents able to access traveler profile and information.
15. Provide travel support during normal business hours, preferably defined as 8am to 7pm local time. If there is no local country presence, these business hours should be regional at the minimum.
16. Perform expert international fare construction on complex tickets and provide cost savings metrics from international faring.
17. Acknowledge customer service issues within 4 hours, resolve issues caused by the TMC within 3 business days, resolve supplier issues within 10 business days or according to a schedule which is clearly communicated to the Vital Strategies traveler or travel arranger.
18. Track performance to include at a minimum telephone response time, email response time, chat response times, error ratios and complaint resolution.
19. Provide passport and visa support to all travelers, including coordination with TMC's or Vital Strategies 3rd party provider.
20. Provide timely advice to travelers on any entry, exit restrictions when travel is booked, including advice on health-related restrictions such as COVID-19.
21. Provide white glove service for VIPs.

Technology

22. Provide an easy-to-use booking request platform (such as a travel request portal) for those trips that need to be booked directly with an agent, along with a dedicated email address.
23. Provide and support an online booking tool (OBT) with capacities for policy compliance, online reservations (air, car, hotel and rail), Level 1 and Level 2 support and system administration wherever available.
24. Ensure timely issuance of tickets, voiding cancelled tickets whenever possible, rebooking, and processing refunds within agreed upon SLAs.
25. Provide tracking and reissuance of unused tickets (including name changes when allowed).
26. Provide mobile app for travelers integrated with the TMC's booking process.
27. Provide messaging technology to alert travelers or managers.
28. Provide access to and integration of appropriate new technologies as they are introduced or become generally accepted in the industry during the life of the contract.

Reporting and billing

29. Provide comprehensive and customizable reporting tools for client use in analyzing booked and ticketed transaction, including training and technical support. (minimum 8-10 fields of reporting suitekeys, donor, percentage etc.)
30. Collect detailed data on preferred supplier use, policy compliance, savings and lost savings, emissions reports, and provide consolidated global reporting.
31. Provide timely itinerary data through API feeds to Vital Strategies' 3rd party Risk Management provider, International SOS.
32. Provide integration or data feeds through API to any other 3rd party at Vital Strategies' request, including expense solutions, financial system and/or HR systems.
33. Provide backup invoices and detailed reports on an agreed-upon frequency (once or twice a month). Such detailed reporting system should have the capacity to collect at least six budget codes at the time of booking and reporting on the same codes in various permutations, such as location, donor, division, type of expense and so on. (Sample provided as Attachment H)
34. Ability to invoice if credit card usage prohibits central billing in a country office.
35. Able to split trip expenses between multiple budget codes/cost centers.
36. Provide local tax compliant invoices wherever requested,
37. Provide support for pre-trip approval including the ability to incorporate any changes to an original itinerary, and routing to a traveler's manager, Vital Security team, and Senior VP if required by policy. All approvals should happen before any travel is booked.
38. Manage unused tickets, and provide regular reporting on unused tickets used and remaining balances.
39. Ensure compliance with donor requirements, including the Fly America Act, when using US government funding. Provide a mechanism for submission of this information by traveler at the time of booking on OBT or the off-line system.

Instructions for RFP Respondents

1. **Contact Person.** Service Providers shall send their notification of intent to bid, refer any questions, and submit their proposals via email to:

Julia Yeck - jyeck@vitalstrategies.org

2. **Due Date.** Proposals must be submitted in PDF format by **June 5th 2023**.
3. **Proposal Submission.** Proposals shall include any deviations from the stated Scope of Work as outlined above, answers to all RFP questions (Attachment A), and be emailed in PDF format, together with all relevant and any supporting documentation, to:

Julia Yeck - jyeck@vitalstrategies.org

with Request for Proposal Travel Management Company in the subject line, by **June 5th 2023**.

4. RFP Timeline.

TASK	DEADLINE DATE
Deadline for Submission of Proposals	June 5 th 2023
Interviews for Selected Respondents to take place by:	16 th June 2023
Final interview/discussion with successful Respondent by:	30 th June 2023
Notify all unsuccessful Respondents by	30 th June 2023

5. Selection Criteria. The Service Provider's responses shall be evaluated by a committee of approximately five (5) Vital Strategies staff members. Selection criteria shall include:

- The background and experience of the Service Provider in working with international non-profit organizations and the quality of services performed.
- Reasonableness/competitiveness of proposed compensation for services, fees and/or benefits to Vital Strategies, although Vital Strategies is not bound to select the Service Provider who proposes the lowest fees or most benefits for services.
- The Service Provider's responsiveness and compliance with the RFP requirements and questions.
- The Service Provider's ability, capacity and skill to fully and satisfactorily provide the services required in this RFP.

Scoring Category	Weighted %
Written/Narrative RFP	35%
Pricing Scoring	20%
Shortlist	
Technology Demos and Presentations	30%
References	5%
Cultural Fit and Alignment	10%
Total Scoring	100%

- 6. Rejection of Proposals.** Vital Strategies reserves the right to accept or reject any or all proposals and to accept the proposal deemed to be in the best interest of Vital Strategies and is not bound to accept the lowest price bid submitted.
- 7. Complete Proposal.** Incomplete proposals are subject to rejection.
- 8. Negotiation.** Vital Strategies reserves the right to negotiate fees and/or benefits to Vital Strategies with the selected Service Provider(s).

9. **Final Contract.** This RFP, together with any documents required, shall be included in the final contract.
10. **Selection.** Vital Strategies reserves the right to select as many Service Providers as it deems appropriate and is under no obligation to purchase any services of a particular Service Provider until a contract has been signed.
11. **Costs.** All costs related to the preparation and submission of this RFP shall be borne by the Service Provider. Under no circumstances shall Vital Strategies be liable for any costs.
12. **Confidentiality.** The contents of this Request for Proposal (RFP) as well as any subsequent communication between Vital Strategies and the Service Provider(s) are to be treated as confidential and are not to be distributed or shared without prior written authorization from Vital Strategies' authorized representative.
13. **Proposal Validity.** The Service Provider's submitted proposal must be valid for acceptance by Vital Strategies for a period of 90 days from the due date set for RFP receipt.
14. **Timeline.** Vital Strategies intends to adhere to the timetable in section 4, which should result in a selection of a Service Provider(s) by June 5th 2023.
15. **Payment terms:** Invoice payment terms are 30 days.
16. **Payment Currency:** Contracts must be executed and paid in the currency of the country where the service provider is based.
17. **Insurance Terms:** Service Provider's actions shall not be covered under Vital Strategies' insurance policies. The Service Provider is strongly encouraged to maintain appropriate and adequate insurance to cover the activities to be performed under this agreement with responsible and reputable insurance companies, in such amounts and covering such risks, as is usually carried by companies and individuals engaged in similar activities contracted to under this agreement. However, if the (i) Service Provider is based in the United States and (ii) the total value of this agreement is \$100,000.00 USD or higher, the Service Provider shall be required to maintain professional liability insurance for the duration of the agreement and provide Vital Strategies with documentation of such insurance.
18. **Service Level Expectations:** Vital Strategies and the selected TMC will agree on a specific Service Level Agreement which will be at or above industry standard. A sample has been provided in this RFP (see Attachment C – Vital Strategies TMC SLA). If the bidder disagrees with any components of the SLA, they should be documented in the RFP response, and alternatives provided.

Vital Strategies and Respondent Contact Information



VITAL STRATEGIES Contact Information	
Company Name	Vital Strategies
Company Address	6A Shenton Way #04-01 Singapore 066815
Company Website	www.vitalstrategies.org
Contract Manager	Julia Yeck
Contract Manager Email Address	jyeck@vitalstrategies.org
RESPONDENT Company Information	
Company Name	
Company Address	
Company Website	
Primary Contact	
Primary Contact Email	
Authorized Signatory Name	
Authorized Signatory Title	
Type of work carried out by vendor:	
Offices locations included in this RFP	
Existing Contract Information	
Current Contract with Vital Strategies?	Yes / No
If Yes, Name of Vital Strategies Contract Manager	
Implementation Timeline of Existing Contract	



Attachments

Attachment A – RFP Narrative Questions

Vital Strategies' requests additional information as noted in Attachment A.

Attachment B – Vital Strategies Terms and Conditions

Vital Strategies requires that these Terms and Conditions be included in any contract. Please note any redlines requested to this document. Failure to note any requested changes will result in acceptance of the document as is. In addition, please include your standard Agreement for our review.

Attachment C – Vital Strategies TMC SLA

Attached is a sample SLA for your review. If contracted, Vital Strategies and the supplier will mutually agree on the goals, measurements and financial penalties for the SLA. Please note your willingness to agree to an SLA in your response and note any requested changes.

Attachment D – Pricing Template

Attached is the pricing template required for all financials which includes volume estimates for the next year. Please be sure to include any financial notes to ensure a full understanding of your offering.

Attachment E – Vital Strategies Travel Policy

All travel arrangements processed through the TMC must comply with Vital Strategies' Travel Policy. Any exceptions of the TMCs ability to support this policy should be documented. This document may be modified in the future as policy changes take place.

Attachment F – Vital Strategies Travel and Safety Procedures

Vital Strategies is providing this document to make the TMC aware of current procedures required for safe travel. The TMC will be expected to help Vital Strategies and its travelers to comply with these procedures. This document may be modified in the future as policy changes take place.

Attachment G – Future Process Model: Finance Requirements-TMC and Netsuite

Vital Strategies is providing this document to make the TMC aware of the current need to have multiple hierarchy data elements capture in the booking and fed to the reporting system. TMC should advise if there are any issues supporting this requirement.

Attachment A – RFP Narrative Questions

Please clearly reference the question section and number (A1, A2, etc.) in your response.

A. Company Profile

1. Does your company have experience servicing private limited organization and/or not for profit organizations?
2. Please provide a background and history of your company. Include the number of staff and information on all locations.
3. Please indicate who your main point of contact is for this RFP.
4. Provide the name and a brief bio of the account manager that will be assigned to our company.
5. Please provide a minimum of 3 client references. At least 1 out of the 3 references should be from a not for profit organization.

B. Customer Service

1. Exceptional customer service is the most important priority for Vital Strategies. Describe how the service platform you propose will ensure responsive, customized services for Vital Strategies
2. Proposed service configuration (including number of agents and designated/dedicated teams) by location.
3. Standard hours of operation and after-hours support
4. What communication options are available to travelers/bookers to interact with your agents

C. Proposed Services and Delivery

1. Propose your plan for the work as outlined.
2. What quality control measures will you implement?
3. What are your Key Performance Indicators
4. If any, list additional services you provide which you consider may benefit this project.
5. Provide a copy of your standard service contract.
6. Review our standard terms in **Attachment B** and indicate your company's ability to accept those terms. If there are terms you cannot agree with, please indicate.
7. Insurance should be carried at your expense. Provide insurances and amounts you carry, plus a copy of applicable insurance documents required for the services to be provided

D. Quotation for Services

1. Provide a quote for Service Charges per ticket per sector for both domestic and international ticketing/ Rail travel/Bus travel
2. Visa Service charges
3. Hotel booking service charges
4. Local transportation Services Taxi, Minibus, Bus etc.
5. Any other charges

E. Financial and Due Diligence

1. What are your company's standard billing terms?
2. What is your company's definition of a "transaction"?



3. Provide a detailed menu of transaction fees for all relevant services. Include volume discounts if available.
4. Please provide a Schedule of Payment timeline.
5. Please attach the certificate of insurances with the response.
6. Provide a detailed list of fees for additional services proposed in your response.



Attachment B – Vital Strategies Terms and Conditions

SERVICE PROVIDER AGREEMENT

This agreement is dated as of _____ (“**Effective Date**”) between Vital Strategies Health Systems (Asia Pacific) Limited (“**Vital Strategies**”) a Public Company Limited by Guarantee under the laws of Singapore with its registered address 6A Shenton Way #04-01 OUE Downtown Gallery, Singapore 068815, and _____ (the “**Service Provider**”) whose address is _____ with business registration number or ID number of _____

Vital Strategies is engaging the Service Provider to provide the services set forth in this agreement pursuant to its work and mission.

Vital Strategies and the Service Provider therefore agree as follows:

1. **DURATION:** This agreement shall commence on the Effective Date and shall end on _____. This agreement does not ensure or obligate either party to renew the agreement for any additional period.
2. **CONTRACT MANAGER:** _____, an employee of Vital Strategies (“**Contract Manager**”), shall be the primary person responsible for ensuring Vital Strategies fulfillment of its obligations under this agreement and monitoring the Service Provider’s fulfillment of the terms of this agreement.
3. **SCOPE OF WORK:** The Service Provider will perform work commissioned by Vital Strategies (the “**Scope of Work**”) in accordance with the detailed plan and description in Annex A. The Service Provider has the discretion to determine the means and methods by which the Scope of Work will be performed, subject to any limitations set out in this agreement.

Site of work:

4. CONSIDERATIONS AND PAYMENTS:

4.1 In consideration for the work to be performed by the Service Provider in fulfillment of the obligations described in Section 3 and Annex A, Vital Strategies shall pay the Service Provider:

Accomplished Deliverable	Payment Amount
Signature of contract and request for payment	\$
Completion of deliverables in Section 3 and Annex A	\$

- 4.2 The total maximum amount of the agreement shall not exceed U.S. \$ _____ (the total of all payments listed above).
- 4.3 No payment shall be made without delivery of a signed invoice and approval by the Contract Manager. Invoices should include a description of the deliverables completed during the pay period.
- 4.4 Any gain or loss related to exchange rate fluctuation shall be borne by the Service Provider. Unless otherwise agreed to in writing, each party shall be responsible for paying their own banking fees and expenses as relating to the transfer and receipt of the funds agreed to under this agreement.

4.5 Reasonable estimated expenses related to the performance of this agreement must be included in Annex B to be eligible for reimbursement by Vital Strategies. All other work fees and expenses, including those for travel and assignments, shall be borne by the Service Provider, unless otherwise agreed and listed in Annex B. Vital Strategies will not reimburse alcohol related expenditures.

4.6 Vital Strategies shall not be liable for any other compensation, benefit, or entitlement for the provision of the Scope of Work apart from the payments and reimbursements set forth in this Section 4.

4.7 Right to Audit: The Service Provider shall establish and maintain a reasonable record or accounting that enables Vital Strategies to readily identify the Service Provider’s assets, expenses, costs of goods, and use of funds related to this agreement. Vital Strategies and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from records relating to this agreement kept by or under the control of the Service Provider. Such records shall be made available to Vital Strategies subject to a five-day written notice.

5. TRAVEL AND PERSONAL SAFETY: The Service Provider acknowledges that any travel it undertakes in connection with this agreement is at its own risk.

6. INSURANCE: The Service Provider’s actions shall not be covered under Vital Strategies’ insurance policies. The Service Provider is strongly encouraged to maintain appropriate and adequate insurance to cover the activities to be performed under this agreement with responsible and reputable insurance companies, in such amounts and covering such risks, as is usually carried by companies and individuals engaged in similar activities contracted to under this agreement. However, if the (i) Service Provider is based in the United States and (ii) the total value of this agreement is \$100,000.00 USD or higher, the Service Provider shall be required to maintain professional liability insurance for the duration of the agreement and provide Vital Strategies with documentation of such insurance.

7. NOTICES AND COMMUNICATION:

7.1 Where in this agreement any communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by ordinary or registered mail, or sent by e-mail to the address or addresses noted in Section 7.2. All communications sent by mail must also include an email specifying that notice by mail has been sent. The address of either party may be changed by notice in the manner set out in this provision.

7.2 All notices and communications concerning this agreement shall be addressed to the respective contact people as follows:

<p>For Vital Strategies: Name: Title: Vital Strategies Health Systems (Asia Pacific) Ltd 6A Shenton Way #04-01 OUE Downtown Gallery, Singapore 068815 Email:</p>	<p>For the Service Provider: Name: Title: Service Provider’s Name: Service Provider’s Address: Email:</p>
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8. SERVICES:

8.1 The Service Provider shall promptly inform Vital Strategies of any possible change from the Scope of Work or any cause which may render the Service Provider unable to perform its obligations under this agreement. Any change from the Scope of Work shall be subject to prior written approval by Vital Strategies.

8.2 Except as explicitly provided in this agreement, the Service Provider shall furnish and pay for all labor, materials, services, facilities, equipment, and computer resources (including the Service Provider's intellectual property rights) necessary to meet its obligations under this agreement.

9. DELIVERABLES:

9.1 Related Documentation: The Service Provider shall provide Vital Strategies with all related documentation that is customarily provided with the type of work described in the Scope of Work (that documentation, the "**Related Documentation**"). Related Documentation shall be accurate, current, complete, and sufficient to enable an individual reasonably skilled in the applicable subject matter to use and maintain the Related Documentation without reference to any other person or materials.

9.2 Acceptance of Deliverables: The Service Provider shall complete the deliverables in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession. Vital Strategies shall review all deliverables under the Scope of Work as they are submitted. If the deliverables are unacceptable to Vital Strategies, Vital Strategies shall notify the Service Provider of any issues with the deliverables and may request that the Service Provider remedy the issues within a timeframe agreed upon with the Contract Manager. Payment under this agreement may be withheld until the issues are remedied.

10. RETURN OF MATERIALS: Upon expiration or termination of this agreement, the Service Provider shall cease to represent itself as a Vital Strategies provider. If applicable, the Service Provider shall return to Vital Strategies all equipment, documents, files, and other materials which may have been delivered to the Service Provider or which the Service Provider may have created for the purposes of this agreement.

11. INTELLECTUAL PROPERTY:

11.1 Vital Strategies is not transferring its intellectual property or any rights therein to the Service Provider or any of its collaborators or subcontractors.

11.2 Upon completion of all payments provided herein, all work described in the Scope of Work shall be the property of Vital Strategies freely and without encumbrance.

12. WARRANTIES AND REPRESENTATIONS: The Service Provider, including the signatory below, warrants and represents that it has full right, power, legal capacity, and authority to enter into this agreement and to carry out all of its terms. The Service Provider will ensure all aspects of the work to be performed pursuant to this agreement will conform to professional standards reasonably expected for the work provided and meet all deadlines specified in this agreement.

13. LIABILITY AND INDEMNIFICATION:

13.1 Vital Strategies, its officers, employees, and agents, shall not be liable for any injury to the person, including death, or for loss or damages to the property of the Service Provider or of anyone else, occasioned by, or in any way attributable to the Service Provider under this agreement unless such injury,

loss, or damage is caused by the negligence of an officer, employee, or agent of Vital Strategies acting within the scope of their employment.

- 13.2** The parties will mutually defend and forever hold each other and their officers, employees, and agents harmless against and from any and all third-party claims, lawsuits, judgments, and expenses arising out of any breach by the other party of any provision of this agreement or any misrepresentation made by the other party and its officers, employees, or agents. This paragraph shall survive the termination of this agreement.
- 13.3** The Service Provider shall be fully responsible for and indemnify Vital Strategies against any liability, assessment, or claim for:
- i. taxation made against Vital Strategies arising from or made in connection with the performance of the Scope of Work, where such recovery is not prohibited by law;
 - ii. any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Service Provider or any substitute against Vital Strategies arising out of or in connection with the provision of the Scope of Work; and
 - iii. any liability incurred as a result of the Service Provider's failure to comply with any of the obligations set out in Section 13.
- 13.4** Vital Strategies may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Service Provider, where such recovery is not prohibited by law.
- 13.5** SARS-CoV-2/COVID-19: The parties acknowledge that there are inherent risks due to the ongoing pandemic of COVID-19. The Service Provider assumes all COVID-19 related risks in completing the Scope of Work and shall hold harmless and indemnify Vital Strategies from any COVID-19 related claim arising out of the completion of the Scope of Work.

14. DEFAULT AND TERMINATION:

- 14.1** This agreement may be terminated by either party at any time upon 30 days prior written notice of termination to the other party. If a party wishes to only terminate certain portions of this agreement or alter the Scope of Work, that must be done consistent with Section 22.
- 14.2** Upon termination and settlement of payment for work performed before the date of termination, each party shall be fully and forever released and discharged from any legal and all obligations, covenants, or liabilities of whatsoever kind or nature in law or otherwise arising out of or in connection with this agreement.
- 14.3** If a party breaches this agreement, then the other party may terminate this agreement, at their option and without prejudice to any of its other legal or equitable rights, by giving the party who committed the breach seven days' notice in writing, specifying the breach. Notwithstanding, if a conflict of interest is discovered, Vital Strategies may immediately terminate this agreement consistent with Section 16.
- 14.4** If a party becomes insolvent or suspends its operations or files a voluntary petition or answer admitting to the jurisdiction of a court as to the material allegations of insolvency, or makes an assignment for the benefit of creditors, then the other party may immediately terminate this agreement by giving written notice of termination to the other party or its receiver.

14.5 Upon termination of this agreement, the Service Provider shall be paid for all work completed through the date of termination in accordance with this agreement, including reasonable and documented non-cancelable commitments, for no longer than 30 days following the date of termination. The Service Provider shall refund to Vital Strategies any prepaid amounts for deliverables that remain uncompleted or funds not dispersed prior to the date of termination, after which, Vital Strategies shall cease to have any obligation to make any payment to the Service Provider in respect of the costs incurred by the Service Provider after the date of termination. Any debt due to Vital Strategies shall be transferred by the Service Provider within 30 days of the termination date unless otherwise agreed to in writing.

15. NO AGENCY OR JOINT VENTURE: The parties are independent, and this agreement shall not be construed to impose an agency relationship or joint venture between the parties.

16. CONFLICT OF INTEREST: The Service Provider confirms that, to the best of its knowledge, it has no current conflict of interest which would affect its work under this agreement. The Service Provider shall notify Vital Strategies immediately upon discovery of a conflict of interest.

17. CONFIDENTIALITY: Both parties shall treat as confidential, for this agreement period and thereafter, any non-public information to which either party becomes privy to as a result of acting under this agreement (that information, the “**Confidential Information**”). The parties shall not disclose any Confidential Information to any other person or party which is not participating in this agreement. The parties shall keep the Confidential Information secure using reasonably accepted methods of security and protection based on the form of the information. This Section shall survive termination of this agreement.

18. NON-EXCLUSIVITY: Vital Strategies and the Service Provider do not have an exclusive relationship. Vital Strategies shall be free to select other Service Providers to conduct work that is within the expertise of the Service Provider. The Service Provider also retains the ability to conduct work on behalf of other parties subject to the limitations set out in Section 20.

19. FORCE MAJEURE:

19.1 If any party hereto is prevented or delayed from performing its obligations under this agreement as a result of an overwhelming event caused by forces of nature or acts of people which cannot be anticipated or controlled (such event or act, a “**Force Majeure**”), such prevention or delay shall not be considered as a breach of this agreement and that party shall be relieved from its obligations for the duration of such Force Majeure, provided however that there is a direct relation between such prevention or delay and the Force Majeure.

19.2 In the event of Force Majeure, the parties shall do their utmost to remedy the situation as quickly as possible. If the proper execution of the Scope of Work and this agreement is prevented or delayed due to Force Majeure beyond 30 days, either party shall be entitled to terminate this agreement with five days’ notice.

20. TOBACCO AFFILIATION: The Service Provider, in the past five years, has not had any business relationship with or knowingly received payment or other support from any tobacco product manufacturer or wholesaler, or from any e-cigarette or vaping manufacturer or wholesaler (“**These Industries**”), or any parent, affiliate, subsidiary, organization, or foundation with majority support from These Industries, or any person, interest group, advocacy organization, or other business or organization (other than a law firm or accounting firm) that

represents the interests of These Industries (collectively, “**These Affiliates**”). The Service Provider currently does not accept and shall not accept financial or other support from These Industries or These Affiliates until at least one year after the end of this agreement. Failure to comply with this clause may constitute grounds for termination of this agreement and Vital Strategies shall have the right to demand and receive a return of all funds under this agreement, plus interest, as liquidated damages, other provisions of this agreement notwithstanding.

- 21. ANTI-HARASSMENT; DISCRIMINATION; EXPLOITATION:** Vital Strategies does not tolerate harassment, discrimination, retaliation, sexual or child trafficking, exploitation, or abuse, and we expect the same from everyone with whom we work. The Service Provider confirms: (i) it maintains and follows written policies that protect against harassment, discrimination, retaliation, and other workplace misconduct, and it provides mechanisms to report any such concerns; and (ii) it maintains a zero-tolerance policy against sexual and child trafficking, exploitation, and abuse and has taken measures to prevent and respond to such concerns, or alternatively, it agrees to abide by the provisions of Vital Strategies’ Protection from Sexual Exploitation and Abuse policy, which will be provided by the Contract Manager upon request. The Service Provider also agrees that it shall respond promptly to and cooperate in good faith with any potential misconduct investigation that Vital Strategies and its representatives may conduct into personnel performing obligations under or directly related to this Agreement.
- 22. AMENDMENT, MODIFICATION, WAIVER:** This agreement may only be amended or supplemented by an agreement in writing signed by the parties. No waiver by any party of any of the provisions of this agreement shall be effective unless set forth in writing and signed by the party so waiving. No waiver shall operate or be construed as relieving the other party of any of its obligations under this agreement unless expressly stated. Not exercising a right under this agreement or only partially exercising a right under this agreement shall not be construed as a waiver of that right.
- 23. GOVERNING LAW, JURISDICTION, VENUE:** This agreement shall be governed by, interpreted, and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles. The parties consent to the exclusive jurisdiction and venue in the state and federal courts in the State of New York, New York City, for the purpose of any legal proceeding relating to or arising under this agreement. Prior to any legal proceeding, the parties agree to attempt amicable settlement of any dispute through a meeting between officers or other authorized representatives of each party.
- 24. COMPLIANCE:** The Service Provider will not enter into transactions with or provide any support to any individuals, entities, or groups subject to U.S. Treasury Office of Foreign Assets Control (“**OFAC**”) sanctions. The Service Provider will comply with the Foreign Corrupt Practices Act of 1977, as amended (“**FCPA**”) and all applicable international and local country anti-bribery and anti-corruption laws.
- 25. LOBBYING:** The Service Provider shall not engage in political campaigning or lobbying, as defined in Section 4911 of the U.S. Internal Revenue Code, under this agreement.
- 26. ETHICAL CONDUCT:** Vital Strategies is committed to conducting itself according to the highest standards of ethical conduct and seeks to avoid even the appearance of impropriety in its actions. The Service Provider is encouraged to report any concerns about Vital Strategies or any member of its staff to Vital Strategies through any mechanism covered in this agreement or by using the Vital Reporting Line accessible via vitalstrategies.org.
- 27. ENTIRE AGREEMENT:** This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.



The parties are signing this agreement on the date set forth in the introductory clause.

Name:
Title:

VITAL STRATEGIES HEALTH SYSTEMS (ASIA PACIFIC) LIMITED

Name:
Title:

Annex A
Scope of Work

Project:

Funder:

_____ Partner name (If applicable)

Effective Date:

Termination Date:

Site of work (City)

Site of work (Country)

Project Overview:

1. Background for requesting the service;

Please include the background, objective, and other relevant information.

2. Price/remuneration information

Include: Currency, payment terms, payment structure and payment schedule

3. Deliverables and timelines

Clearly defined deliverables and outputs, how the work must be delivered, milestones, etc.

Deliverable/Milestones	Due Date	Amount (or %) due on meeting deliverable/milestone

4. For Goods (if applicable)

Serial Number	Name of Item	Quantity	Estimated Amount

Annex B
Budget