Request for Proposal

Health technology assessment consultant

Proposal Due Date: 5:00PM EST
March 11, 2022
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Vital Strategies Organizational Background

Vital Strategies is an international public health organization. Our programs strengthen public health systems and address the world’s leading causes of illness, injury and death. We currently work in 73 countries, supporting data-driven decision making in government, advancing evidence-based public health policies and mounting strategic communication campaigns. Vital Strategies’ priorities are driven by the greatest potential to improve and save lives. They include non-communicable disease prevention, cardiovascular health promotion, tobacco control, road safety, obesity prevention, epidemic prevention, environmental health, vital statistics systems building and multi-drug resistant tuberculosis treatment research. Please visit our website at www.vitalstrategies.org to find out more about our work.

Data Impact Program, Data for Health Initiative

The Bloomberg Philanthropies Data for Health Initiative aims to enhance public health data collection and use in low- and middle-income countries. Under this Initiative, Vital Strategies, in partnership with other global public health organizations, is implementing a multi-year program to provide support to numerous countries in Africa, Latin America, Asia, and the Pacific in improving public health data systems, such as civil registration and vital statistics and cancer registries, and enhancing the use of data for decision making.

As part of the Data for Health Initiative, the Data Impact Program (DIP) provides technical assistance to government public health agencies and national statistics institutes to support capacity development in the domain of data use, i.e., analysis, presentation, dissemination, and translation of data into policy. The Program’s objective is to help governments systematically strengthen the use of data in policy development and other key decision areas – to prevent data that has been collected from being “left on the shelf” (or on a computer). In each country, a specific activity plan is determined collaboratively with government partners, reflecting government priorities and requested areas of support.

Project Overview and objectives

The DIP is seeking a consultant who will work with staff from the Ethiopian Public Health Institute (EPHI) to review their current processes, frameworks, guidelines, policy formulation processes and tools used in health technology assessments (HTAs), assess training needs capacity of the staff conducting HTAs, and produce recommendations for improvement.

Responsibilities/Deliverables

Work with the Data Impact team and EPHI government officials to:

- Prepare a protocol for the assessment of HTA processes, policies and training needs
- Develop or adapt assessment tools
- Collect data through desk reviews and key informant interviews
- Review international standards and benchmarks
Produce a report with policy recommendations for HTA capacity building and process improvement based on global best practices

Experience and Qualifications

- Postgraduate degree in health sciences
- Advanced degree in HTA or related field will be an advantage
- Extensive HTA experience is required
- Prior experience working in or with the government ministries who focus on public health
- Experience working in low- and middle-income countries and on projects with strong data components
- Excellent written and oral communication skills
- Proficient in oral and written English
- Ability to provide leadership and coordinate a collaboration representing diverse perspectives
- Comprehensive project management skills, with the ability to make sound, informed judgments
- Adept at building trust and collaborating with people across cultures and sectors

Assignment

This is a consultant position and deliverables are expected to be completed by July 2022. Note that contracts are executed and paid in the currency of the country where the consultant is based and that payments are tied to deliverables.
Instructions for RFP Respondents

1. **Contact Person.** Independent Contractors shall send their notification of intent to bid, refer any questions, and submit their proposals via email to rjina@vitalstrategies.org

2. **Due Date.** Proposals must be submitted to Ruxana Jina by March 11, 2022, **5.00 PM EST.**

3. **Proposal Submission.** Proposals shall include answers to all RFP questions (Attachment A, together with all relevant and any supporting documentation, to:

   Ruxana Jina, rjina@vitalstrategies.org
   
   and [Operationsrfp@vitalstrategies.org](mailto:Operationsrfp@vitalstrategies.org)

4. **RFP Timeline.**

<table>
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<tr>
<th>TASK</th>
<th>DEADLINE DATE</th>
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<tr>
<td>Deadline for Submission of Proposals, 5.00PM EST on:</td>
<td>March 11, 2022</td>
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<tr>
<td>Evaluation of Proposals by internal review group by:</td>
<td>March 17, 2022</td>
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<tr>
<td>Selection of Respondents to be interviewed by the group:</td>
<td>March 18, 2022</td>
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<tr>
<td>Interviews for Respondents to take place by:</td>
<td>March 22 – 26, 2022</td>
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<tr>
<td>Notify all successful Respondent by</td>
<td>March 26, 2022</td>
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<tr>
<td>Note: No communication will be sent to unsuccessful Respondents</td>
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5. **Selection Criteria.** The Independent Contractor’s responses shall be evaluated by a committee of approximately four Vital Strategies and EPHI staff members. Selection criteria shall include:
   - The background and experience of the Independent Contractor 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 Independent Contractor who proposes the lowest fees or most benefits for services.
   - The Independent Contractor’s responsiveness and compliance with the RFP requirements and questions.
   - The Independent Contractor’s ability, capacity and skill to fully and satisfactorily provide the services required in this RFP.

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 Independent Contractor(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 Independent Contractors 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 Independent Contractor. 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 Independent Contractor(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 Independent Contractor'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. Vital Strategies intends to adhere to the timetable in section 4, which should result in a selection of a Service Provider(s) by March 26.

15. Payment terms: **To be agreed with Independent Contractor.**

16. Payment Currency: **Contracts must be executed and paid in the currency of the country where the service provider is based.**
## Vital Strategies and Respondent Contact Information

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<th>VITAL STRATEGIES Contact Information</th>
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<tbody>
<tr>
<td><strong>Company Name</strong></td>
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<td><strong>Company Address</strong></td>
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<tr>
<td><strong>Company Website</strong></td>
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<tr>
<td><strong>Contract Manager</strong></td>
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<tr>
<td><strong>Contract Manager Email Address</strong></td>
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<th>RESPONDENT Company Information</th>
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<tbody>
<tr>
<td><strong>Company Name (if applicable)</strong></td>
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<tr>
<td><strong>Company Address (if applicable)</strong></td>
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<tr>
<td><strong>Company Website (if applicable)</strong></td>
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<tr>
<td><strong>Primary Contact</strong></td>
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<tr>
<td><strong>Primary Contact Email</strong></td>
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<tr>
<td><strong>Authorized Signatory Name</strong></td>
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<tr>
<td><strong>Authorized Signatory Title</strong></td>
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<tr>
<td><strong>Type of work carried out:</strong></td>
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<tr>
<td><strong>Offices locations included in this RFP (if applicable)</strong></td>
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<tr>
<th>Existing Contract Information</th>
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<tr>
<td><strong>Current Contract with Vital Strategies?</strong></td>
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<tr>
<td><strong>If Yes, Name of Vital Strategies Contract Manager</strong></td>
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<tr>
<td><strong>Implementation Timeline of Existing Contract</strong></td>
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Attachment A

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

A. Independent Contractor Profile
   1. Do you (or your company) have experience servicing non-profit organizations with international operations? If so, provide examples.

B. Company Profile (if applicable)
   1. Please provide a background and history of your company. Include the number of staff and information on all locations.
   2. Please indicate who your main point of contact is for this RFP.
   3. Provide the name and a brief bio of the account manager that will be assigned to our company.
   4. Please provide a minimum of 3 client references.

C. Proposed Services and Delivery
   1. Propose your plan for the work as outlined.
   2. If any, list additional services you provide that you consider may benefit this project.
   3. Review our standard terms in Attachment B and indicate your ability to accept those terms. If there are terms you cannot agree with, please indicate.

D. Quotation of Services
   1. Provide a quote for the total consultancy, including an estimate of the days needed per deliverable and the daily rate.
   2. Please provide a Schedule of Payment timeline.

E. Financial and Due Diligence (if selected)
   1. Complete our Contract Partner Information Form: www.vitalstrategies.org/compliance
ATTACHMENT B

INDEPENDENT CONTRACTOR AGREEMENT

This agreement is dated as of ("Effective Date") between Vital Strategies, Inc. ("Vital Strategies") a not-for-profit corporation organized under the laws of the State of New Jersey with authority to do business in the State of New York with business address at 100 Broadway, 4th Floor, New York, New York 10005, and [ _____ ] (the "Independent Contractor") whose address is [ _____ ].

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

Vital Strategies and the Independent Contractor 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 Independent Contractor's fulfillment of the terms of this agreement.

3. SCOPE OF WORK: The Independent Contractor will perform work commissioned by Vital Strategies (the "Scope of Work") in accordance with the detailed plan and description in Annex A. The Independent Contractor 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 Independent Contractor in fulfilment of the obligations described in Section 3 and Annex A, Vital Strategies shall pay the Independent Contractor:

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<thead>
<tr>
<th>Accomplished Deliverable</th>
<th>Payment Amount</th>
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<tbody>
<tr>
<td>Signature of contract and request for payment</td>
<td>$</td>
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<tr>
<td>Completion of deliverables in Section 3 and Annex A</td>
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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 Independent Contractor. 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 Independent Contractor, 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 Independent Contractor shall establish and maintain a reasonable record or accounting that enables Vital Strategies to readily identify the Independent Contractor’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 Independent Contractor. Such records shall be made available to Vital Strategies subject to a five-day written notice.

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

6. INSURANCE: The Independent Contractor’s actions shall not be covered under Vital Strategies’ insurance policies. The Independent Contractor 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) Independent Contractor is based in the United States and (ii) the total value of this agreement is $100,000.00 USD or higher, the Independent Contractor 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:

<table>
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<tr>
<th>For Vital Strategies:</th>
<th>For the Independent Contractor:</th>
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<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Vital Strategies</td>
<td>Independent Contractor's Name:</td>
</tr>
<tr>
<td>100 Broadway, 4th Floor</td>
<td>Independent Contractor's Address:</td>
</tr>
<tr>
<td>New York, New York 10005</td>
<td>Email:</td>
</tr>
<tr>
<td>Email:</td>
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8. SERVICES:

8.1 The Independent Contractor shall promptly inform Vital Strategies of any possible change from the Scope of Work or any cause which may render the Independent Contractor 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 Independent Contractor shall furnish and pay for all labor, materials, services, facilities, equipment, and computer resources (including the Independent Contractor's intellectual property rights) necessary to meet its obligations under this agreement.

9. DELIVERABLES:

9.1 Related Documentation: The Independent Contractor 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 Independent Contractor 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 Independent Contractor of any issues with the deliverables and may request that the Independent Contractor 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 Independent Contractor shall cease to represent themselves as a Vital Strategies provider. If applicable, the Independent Contractor shall return to Vital Strategies all equipment, documents, files, and other materials which may have been delivered to the Independent Contractor or which the Independent Contractor 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 Independent Contractor 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 Independent Contractor, 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 Independent Contractor 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 Independent Contractor or of anyone else, occasioned by, or in any way attributable to the Independent Contractor 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 Independent Contractor 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 Independent Contractor 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 Independent Contractor’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 Independent Contractor, 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 Independent Contractor 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 Independent Contractor 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 Independent Contractor 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 Independent Contractor in respect of the costs incurred by the Independent Contractor after the date of termination. Any debt due to Vital Strategies shall be transferred by the Independent Contractor 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 Independent Contractor confirms that, to the best of its knowledge, it has no current conflict of interest which would affect its work under this agreement. The Independent Contractor 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 Independent Contractor do not have an exclusive relationship. Vital Strategies shall be free to select other Independent Contractors to conduct work that is within the expertise of the Independent Contractor. The Independent Contractor 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 Independent Contractor, 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 Independent Contractor 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. HARASSMENT: Vital Strategies does not tolerate harassment, sexual exploitation, or abuse of any kind by its workforce or those it works with. The Independent Contractor has an anti-harassment, preventing sexual exploitation and abuse, and child abuse protection policy in place or agrees to abide by the provisions of Vital Strategies’ aforementioned policies, which can be provided by the Contract Manager.

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 Independent Contractor 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 Independent Contractor 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 Independent Contractor 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 Independent Contractor 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.