

Request for Bids

Purpose and Scope

Vital Strategies seeks a health equity and racial justice consultant to develop and record a series of self-guided level setting trainings/learning modules focused on racial equity. The anticipated project start date is September 15, 2022, and anticipated project end-date is December 15, 2022.

About Vital Strategies

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.

To find out more, please visit www.vitalstrategies.org or Twitter [@VitalStrat](https://twitter.com/VitalStrat).

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 Overdose Prevention Program

The Overdose Prevention Program works across seven states in the United States, to support program implementation, scaling of evidence-based interventions, media messaging, and policy change to advance harm reduction and reduce deaths by overdose. In this work we are particularly focused on disparities in the impact of the overdose crisis, as fatal overdoses have risen most dramatically among minority communities and drug war enforcement policies continue to create harm especially among Black and other communities of color.

We have focused on race equity by seeking to work with BIPOC-led organizations in the most severely impacted areas, creating microgrant programs specifically focused on advancing race equity in overdose prevention, and working with consulting groups to provide race equity training for our own staff and to conduct a race equity review of our work processes and past projects. Now we seek to continue to improve our efforts in this space, by ensuring that our grantee organizations have a baseline of knowledge and resources to address race equity through each of our funded projects.

Objective/s

Vital Strategies is seeking competitive proposals from qualified service providers to conduct the work described in the project overview and appended sections below.

The selected consultant will demonstrate:

- Experience delivering work products and conducting interactive trainings that incorporate health equity and racial justice perspectives.
- Understanding of race equity and racial justice as it relates to organizational change and internal processes, such as hiring, service delivery, and data and evaluation, with ability to communicate applicable lessons and recommendations to organizations of various size from small nonprofit to larger statewide institutions and organizations.
- Understanding of drug policy, criminal justice, harm reduction and/or other racial and social justice issues.

Project Overview

Vital Strategies leads technical and implementation work in states for an initiative, funded by Bloomberg Philanthropies, to tackle the overdose crisis in the United States. The Overdose Prevention Program brings a comprehensive approach to reduce overdose deaths in seven states, Pennsylvania, Michigan, New Mexico, Kentucky, Wisconsin, North Carolina, and New Jersey, and in New Haven, CT. Vital Strategies is working to establish and scale effective policy and program models to prevent overdose deaths in these jurisdictions.

Overdose and drug use touch multiple systems and sectors, from public health to criminal justice, social services, health care, and others. Progress will require leadership across all levels of government, from communities, providers, institutions, and advocates, and include people who use drugs, as well as their families and friends. Accordingly, Vital Strategies' approach is multidisciplinary, inclusive, and highly responsive to local conditions and **priorities**.

Our work is oriented to a set of technical interventions for reducing overdose (see appendix), and includes funding for technical assistance, direct services, and embedded staff in state and local government agencies, towards a goal of equitable and sustainable impact in the states where we work. Accordingly, we partner with a wide range of groups, including harm reduction programs, social service providers, community organizers, hospitals and clinics, treatment programs, policy advocates, academic institutions, local and state government entities, and healthcare associations.

Addressing barriers to health for populations who have been historically disadvantaged and marginalized, including Black, Latinx, and Indigenous communities, requires a special commitment to racial equity. As momentum builds for a health-based approach to drug use, it is important to address how Black, Indigenous, and other people of color experience the collateral consequences of drug use criminalization, including mass incarceration and surveillance, loss of

eligibility for public housing and public assistance, poor access to medications such as methadone and buprenorphine, and punitive policies and practices related to child welfare, parole, and probation.

Progress will require an approach grounded in racial equity.

Services Requested

Vital Strategies seeks a health equity and racial justice consultant or firm to design and mount a set of training and educational products for the partners with whom we work. These will include, but may not be limited to: a 3-part training course offering self-guided learning modules and practical resources and tools for practicing racial equity in this work. We intend for these trainings to be used as learning resources for organizations receiving overdose prevention implementation grants and contracts from Vital Strategies, as a required, level-setting resource for initiating the funded project.

Audience: Program staff, grantee organizations, and stakeholders responsible for implementing project

Specific activities of this effort will include:

- Co-design and develop a three-part level-setting training course that will be recorded and provided as a product to Vital Strategies, to be made available remotely to all subgrantees. Trainings should cover the outline of subjects below. The selected vendor will design a curriculum based on this outline, and in consultation with Vital Strategies. The purpose of this curriculum will be to help funded organizations incorporate strategies and objectives that advance race equity both in their internal processes and their external work efforts:
 1. **Introduction and Overview Training:** Conduct 1 virtual e-course-style leadership development/training session (limited to no more than 1 hour) for OPP grantees and stakeholders on overview of intersectional racial justice in the context of overdose prevention. The following objectives include:
 - Understanding of the landscape of intersectional racial justice
 - Increased knowledge of racial equity in context of overdose prevention
 - Legacy and current realist of racist policy and criminalization
 - Racial disparities in overdose outcomes
 - Intersectionality in drug responses and marginalized populations
 2. **System Workforce Training:** Conduct 1 e-course training sessions (limited to no more than 90 minutes) for OPP grantees and stakeholders on how to operationally support intersectional racial justice, including hiring, service delivery, data and evaluation, staff buy-in, and trainings. The following objectives include:

- Hiring
 - Increased knowledge of inclusive and practical hiring tools and processes
 - Recruitment and hiring, specifically around learning effective strategies to increase workforce diversity
 - Skill building sessions leading to enhanced leadership and decision-making abilities
 - Strategies to improve employee upward mobility and advancement
 - Understanding of addressing justice-involvement and active drug use
 - Service Delivery
 - Capacity solutions to provide peer support, and framework for equitable wages, professional development and upward mobility, harm reduction and active use, and grief support
 - Increased understanding of how to create a framework that guides staff in planning programs and services using an antiracist, anti-oppression perspective that will support system transformation
 - Understanding of negative impacts of the power dynamics between diverse entities within systems and community stakeholders
 - Data and Evaluation
 - Increased knowledge of data and evaluation systems and tools
 - Staff and organizational buy-in and training
 - Increased awareness of training tools
 - Skill building sessions leading to enhanced autonomy, accountability, and decision-making
- 3. Racial Equity Planning and Application Training:** Conduct 1 e-course training sessions (limited to no more than 90 minutes) for OPP grantees and stakeholders on building a framework for racial equity planning and application. The following objectives include:
- Increased understanding and process to develop toolkits and resources
 - Increased knowledge on landscaping, including:
 - Organizing data collection efforts (and missing data)
 - Applying a culturally responsive place-based lens
 - Conducting policy analysis

- Key informants, stakeholder engagement, and qualitative data opportunities
 - Better understanding of how to build a framework to identify goals, objectives, and priorities that maximize health and minimize harms
 - Establishing logic modeling and feedback loops
 - Incorporating a SMARTIE approach
 - Accountability structure
 - Fostering collaborative input and buy-in
 - Steps to monitoring and accountability framework
 - Creating an advisory board, workgroups, and taskforces
 - Identifying triggers, corrective strategies, and action plans
 - Tools to create strategic partnerships
 - Identifying strategies and opportunities
 - Incentives and accessibility
 - Project coordination and maintaining momentum
 - Assigning clear roles, tasks, and decision-making power
- 4. Tools and Resources:** Create practical resources as companion tools to the e-courses, such as workbook guides, implementation checklists, and guiding training questions, that will help grantees implement and improve existing efforts. The objective for these resources is to support grantees in moving from theoretical to practical **guidance** and implementation.

Budget

We anticipate funding this contract for 200 – 250 hours at a rate of approximately \$150/hour. Applicants should submit specific budget proposals in accordance with Annex B.

Instructions for Respondents

1. **Contact Person.** Service providers shall send their notification of intent to bid, refer any questions, and submit their proposals via email to overdose@vitalstrategies.org.
2. **Due Date.** Proposals must be submitted in PDF format to overdose@vitalstrategies.org by August 26, 2022, 5.00 PM EST.
3. **Proposal Submission.** Proposals shall include respondent information, all supporting documentation outlined in Annex B, and be emailed in PDF format, together with any relevant supporting documentation, to:

overdose@vitalstrategies.org



100 Broadway, 4th Floor
New York, NY 10005, USA

+1 212 500 5720
vitalstrategies.org

Offices
New York | Paris | Singapore | Jinan | São Paulo

with **RE Health Equity and Racial Justice Consultant** in the subject line, **by 5:00 PM EST on August 26, 2022.**

4. **Standard Agreement Terms:** Our standard agreement terms can be found in Annex C. If the bidder disagrees with any components, please return with any comments outlined in red with the bid.

Vital Strategies and Respondent Contact Information

VITAL STRATEGIES Contact Information	
Company Name	Vital Strategies
Company Address	100 Broadway, 4 th Floor, New York, NY 10005
Company Website	www.vitalstrategies.org
Contract Manager	
Contract Manager Email Address	overdose@vitalstrategies.org
RESPONDENT Information	
Respondent/ Company Name	
Respondent/ Company Address	
Respondent Address/Company Website & Address	
Primary Contact	
Primary Contact Email	
Authorized Signatory Name	
Authorized Signatory Title	
Existing Contract Information	
Current Contract with Vital Strategies?	Yes / No
If Yes, Name of Vital Strategies Contract Manager	
Implementation Timeline of Existing Contract	

Annex A

Scope of Work

Effective Date:

Termination Date:

Site of work (City): N/A

Site of work (Country): USA

Project Overview:

1. Background for requesting the service;

Specific activities of this effort will include:

- Co-design and develop 3 level-setting training that will be recorded and made available remotely to all subgrantees. Trainings should cover the outline of subjects below. The selected vendor will design a curriculum based on this outline, and in consultation with Vital Strategies. The purpose of this curriculum will be to help funded organizations incorporate strategies and objectives that advance race equity both in their internal processes and their external work product:
 - 5. Introduction and Overview Training:** Design and deliver 1 virtual e-course-style leadership development/training session (limited to no more than 1 hour) for OPP grantees and stakeholders on overview of intersectional racial justice in the context of overdose prevention. The following objectives include:
 - Understanding of the landscape of intersectional racial justice
 - Increased knowledge of racial equity in context of overdose prevention
 - Legacy and current realist of racist policy and criminalization
 - Racial disparities in overdose outcomes
 - Intersectionality in drug responses and marginalized populations
 - 6. System Workforce Training:** Design and deliver 1 e-course training sessions (limited to no more than 90 minutes) for OPP grantees and stakeholders on how to operationally support intersectional racial justice, including hiring, service delivery, data and evaluation, staff buy-in, and trainings. The following objectives include:
 - Hiring

- Increased knowledge of inclusive and practical hiring tools and processes
- Recruitment and hiring, specifically around learning effective strategies to increase workforce diversity
- Skill building sessions leading to enhanced leadership and decision-making abilities
- Strategies to improve employee upward mobility and advancement
- Understanding of addressing justice-involvement and active drug use
- Service Delivery
 - Capacity solutions to provide peer support, and framework for equitable wages, professional development and upward mobility, harm reduction and active use, and grief support
 - Increased understanding of how to create a framework that guides staff in planning programs and services using an antiracist, anti-oppression perspective that will support system transformation
 - Understanding of negative impacts of the power dynamics between diverse entities within systems and community stakeholders
- Data and Evaluation
 - Increased knowledge of data and evaluation systems and tools
- Staff and organizational buy-in and training
 - Increased awareness of training tools
 - Skill building sessions leading to enhanced autonomy, accountability, and decision-making

7. Racial Equity Planning and Application Training: Design and deliver 1 e-course training sessions (limited to no more than 90 minutes) for OPP grantees and stakeholders on building a framework for racial equity planning and application. The following objectives include:

- Increased understanding and process to develop toolkits and resources
- Increased knowledge on landscaping, including:
 - Organizing data collection efforts (and missing data)
 - Applying a culturally responsive place-based lens
 - Conducting policy analysis

- Key informants, stakeholder engagement, and qualitative data opportunities
- Framework to identify goals, objectives, and priorities that maximize health and minimize harms
 - Establishing logic modeling and feedback loops
 - Incorporating a SMARTIE approach
 - Accountability structure
 - Fostering collaborative input and buy-in
- Monitoring and accountability framework
 - Creating an advisory board, workgroups, and taskforces
 - Identifying triggers, corrective strategies, and action plans
- Partnerships
 - Identifying strategies and opportunities
 - Incentives and accessibility
 - Project coordination and maintaining momentum
 - Assigning clear roles, tasks, and decision-making power

8. Tools and Resources: Design and deliver resources, such as workbook guides, implementation checklists, and guiding training questions, to complement the e-trainings by helping grantees and stakeholders implement and improve existing efforts. These tools and resources should aim to support grantees and stakeholders in moving from theoretical to practical guidance.

2. Price/remuneration information

- All payments shall be made in U.S. dollars based on a fixed hourly rate
- The proposal shall include a breakdown of proposed hourly rates for the requested services, including individual tasks, costs, and expenditures incorporated into those rates.

3. Deliverables

Please reference the *Project Overview* and *Services Requested* sections above.

Annex B

To be considered for this consultancy, please submit the following items:

1. Letter of interest, including relevant work experience, link and brief description (two sentences) of relevant project experiences, and total requested fee for project.
2. Proposed budget/cost estimate, including include a breakdown of proposed fixed hourly rates for the requested services, including individual tasks, costs, and expenditures incorporated into those rates.
3. Detailed outline of one or two prior consulting experiences (case studies) with similar scope that detail: **Health equity and racial justice strategy, trainings performed by your firm, outcomes garnered.**
4. Two recent samples of work: **Health equity and racial justice training material and videos**
5. Two professional references for similar work (including email/telephone contact info)

ANNEX C

SERVICE PROVIDER 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 “**Service Provider**”) whose address is _____.

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 _____.
- 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 general description of the project in Annex A and detailed plan and description in Annex B.

Site of work: _____.

4. CONSIDERATIONS AND PAYMENTS:

- 4.1** The total maximum amount of the agreement shall not exceed U.S. \$ _____.
- 4.2** All payments shall be made in accordance with the approved budget found in Annex D and according to the payment schedule found in Annex E.
- 4.3 Right to Audit:** The Service Provider shall establish and maintain a reasonable accounting system that enables Vital Strategies to readily identify the Service Provider’s assets, expenses, costs of goods, and use of funds. 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 during normal business hours at the Service Provider's office or place of business and 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. NOTICES AND COMMUNICATION:

6.1 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 5.2. 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.

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

For Agreement-related Communications:	
For Vital Strategies: Name: Daliah Heller Title: Vice President, Drug Use Initiatives Vital Strategies 100 Broadway, 4 th Floor New York, New York 10005 Email: DHeller@vitalstrategies.org	For the Service Provider: Name: Title: Company Name: Company Address: Email:

For Project-related Communications:	
For Vital Strategies: Name: Tracy Pugh Title: Senior Technical Advisor, OPP Vital Strategies 100 Broadway, 4 th Floor New York, New York 10005 Email: tpugh@vitalstrategies.org	For the Service Provider: Name: Title: Company Name: Company Address: Email:

6.3 The Service Provider agrees to reasonable project-related communications by e-mail, phone or other means that are mutually agreeable to the parties and in accordance with the requirements found in Annex F.

7. SERVICES:

7.1 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.

7.2 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.

8. DELIVERABLES:

8.1 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.

8.2 Acceptance of Deliverables: Vital Strategies shall review all deliverables under the Scope of Work as they are submitted (that review, the "**Acceptance Review**"). The Acceptance Review shall determine if the deliverables meet all relevant criteria established in the Scope of Work and in Section 3 of this agreement (these criteria, the "**Acceptance Criteria**"). If the work does not meet the Acceptance Criteria, Vital Strategies shall notify the Service Provider of any nonconformity and may request that the Service Provider remedy the nonconformity within a timeframe agreed upon with the Contract Manager. Payment under this agreement shall be withheld until the Acceptance Criteria are met.

9. INTELLECTUAL PROPERTY:

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

9.2 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.

9.3 Notwithstanding this Section, the parties may agree in writing to authorized uses by the Service Provider of the work described in the Scope of Work and Annex B.

10. 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.

11. LIABILITY AND INDEMNIFICATION:

11.1 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.

11.2 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.

11.3 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 11.

11.4 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.

11.5 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.

12. DEFAULT AND TERMINATION:

12.1 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 20.

12.2 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.

12.3 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 13.

12.4 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.

12.5 If this agreement is terminated by Vital Strategies pursuant to any of the paragraphs of this Section, the Service Provider is entitled to reimbursement for amounts expended or obligations duly incurred for a period no longer than 30 days following the date of termination that cannot be cancelled after the Service Provider has used its reasonable efforts to do so.

12.6 Upon termination of this agreement, 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. If applicable, the amount of any excess cost paid to the Service Provider shall be recognized as being a debt due to Vital Strategies.

13. 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.

14. 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.

15. CONFIDENTIALITY: The Service Provider shall treat as confidential, for this agreement period and thereafter, any non-public information to which the Service Provider becomes privy as a result of acting under this agreement (that information, the "**Confidential Information**"). The Service Provider shall not disclose any Confidential Information to any other person or party which is not participating in this agreement. The Service Provider 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.

16. 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 18.

17. 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.

18. FORCE MAJEURE:

18.1 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.

18.2 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.

19. 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.

20. 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.

21. 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.

- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. PUBLICITY AND ANNOUNCEMENTS:** Each party agrees not to use the other party’s name or other marks in any advertising or other form of publicity without the other party’s prior written consent.



100 Broadway, 4th Floor
New York, NY 10005, USA

+1 212 500 5720
vitalstrategies.org

Offices
New York | Paris | Singapore | Jinan | São Paulo

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

Name:

Title:

VITAL STRATEGIES, INC.

Name:

Title:



100 Broadway, 4th Floor
New York, NY 10005, USA

+1 212 500 5720
vitalstrategies.org

Offices
New York | Paris | Singapore | Jinan | São Paulo

Annex A

General Description of Project

Annex B

Scope of Work

Project:**Funder:****Service Provider:****Activity Dates:****Project Overview:**

Deliverable	Due Date



100 Broadway, 4th Floor
New York, NY 10005, USA

+1 212 500 5720
vitalstrategies.org

Offices
New York | Paris | Singapore | Jinan | São Paulo

Annex C

Staff List



100 Broadway, 4th Floor
New York, NY 10005, USA

+1 212 500 5720
vitalstrategies.org

Offices
New York | Paris | Singapore | Jinan | São Paulo

Annex D

Budget

Annex E Payment Schedule

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

Accomplished Deliverable	Payment Amount
Signature of contract	\$
Completion of deliverables in Section 3 and Annex B	\$

1. The total maximum amount of the agreement shall not exceed U.S. \$ [REDACTED] (the total of all payments listed above).
2. No payment shall be made without delivery of a signed invoice and approval by the Contract Manager.
3. All payments shall be made in U.S. dollars and deposited into the account identified by the Service Provider by submitting information at the following online portal: [Vendor Bank Payment Information Form](#)
4. Any gain or loss related to exchange rate fluctuation shall be borne by the Service Provider. All bank fees shall be borne by the Service Provider.
5. Reasonable estimated expenses related to the performance of this agreement must be included in Annex D to be eligible for reimbursement by Vital Strategies. Reimbursement for expenses shall only be eligible for reimbursement upon approval by the Contract Manager prior to the expense being incurred and submission of an invoice after the expense is incurred. All other work fees and expenses, including those for travel and assignments, shall be borne by the Service Provider unless otherwise specified in Annex D.



100 Broadway, 4th Floor
New York, NY 10005, USA

+1 212 500 5720
vitalstrategies.org

Offices
New York | Paris | Singapore | Jinan | São Paulo

Annex F Reporting Procedures