

Request for Proposal: Vital Strategies’ (working title) “Naloxone in Black” Campaign to Reduce Overdose Deaths

Campaign Background

Vital Strategies is accepting proposals to generate the branding, identity, creative assets, advertising distribution, marketing, monitoring and optimization strategy for a forthcoming campaign to center and destigmatize harm reduction for Black communities as an effective, non-punitive, health-based response to drug use, and specifically to promote naloxone access and availability as prevention for overdose death. This campaign responds to the problem of disproportionately high and rising overdose mortality in the Black population in the United States with a focus in key cities and through targeted national media channels.

More than 100,000 lives are lost to overdose each year in the United States. As momentum grows for a health-based response to drug use, overdose has also risen sharply in Black, Indigenous, and Latinx communities. Overdose deaths in the Black population in the United States escalated sharply with the onset of the Covid-19 pandemic, by 44% from 2019 to 2020, a markedly higher rate than the already remarkable 30% increase in overdose deaths observed overall during this period. Notably, the problem of opioid overdose in the Black population was already increasing steadily over the 2010s, and overtook the white population mortality rate in 2018. Similarly, since the latter part of the last decade, stimulants such as cocaine and methamphetamine have played a growing role in opioid-involved overdose deaths. In most parts of the country, poly-substance deaths now constitute more than half of all overdose deaths.

Despite significant broader efforts across the United States, there is substantial evidence and reports that harm reduction resources have not been effective in engaging Black people who use drugs through traditional methods and approaches. Critical information and tools such as naloxone medication to reverse opioid overdose are not reaching Black communities at the depth and scale necessary to reduce overdose deaths. Given the dramatic increase in overdose in Black populations across the United States, targeted efforts designed in partnership with community leaders are urgently required to increase awareness and uptake of naloxone and, more broadly, to raise awareness and action to reverse the high and rising incidence of overdose mortality.

Objectives

Vital Strategies has contracted a consultant and firm who have conducted the formative research for this campaign, and we have a network of partners and the Black Harm Reduction Network serving as advisors. We are currently in the process of doing audience and messaging research to test the content of our previous campaigns with the target audience for this campaign. The findings for this research will be made available to the agency selected to inform the creative development process. The content created for this campaign will also be tested with this same firm we have already been working with. We expect the creative agency selected from this Request to Proposals (RFP) process to incorporate the additional findings from the research with

target audiences responding to the content developed for this campaign, and to revise, improve, and optimize the content they have developed accordingly.

The Scope of Work for proposal covers two core elements:

1) Campaign branding and content development

The campaign branding and content development work described in this RFP is expected to begin in May/June 2024. Your agency should have campaign materials ready for testing in July. You will be expected to revise and finalize the campaign assets based on research feedback in August/September.

2) Content marketing, distribution, monitoring, and optimizing

The launch of this campaign was originally expected to be in October/November 2024 but we are expecting to delay this launch to avoid coming up against the national election. We would like guidance from the agency selected for this partnership on the ideal timing for placing the ad buys and launching the campaign but we are not anticipating launch until the end of 2024 or early 2025 and will last until June/July 2025. We expect your agency to provide regular reporting and performance metrics through the campaign's duration.

In addition to the Scope of Work included in this proposal, which focuses on branding, creative content development, advertising, and marketing. There will also be a separate bidding process for developing campaign launch events, working with influencers, and other outreach and promotion activities. Proposals are welcome to demonstrate an agency's relevant expertise for that additional body of work. However, the selection criteria for this phase of work prioritize creative campaign content development and advertising placement.

Campaign Deliverables

- Create an engaging and distinctive identity for the campaign, including visual and messaging identity, and a full suite of creative assets and content
- Create a website optimized for the campaign's Call to Action of getting people to find how to access naloxone in their city/state
- Conceptualize and design creative assets (print, digital, video, and audio) aligned with the campaign objectives
- Ensure creative materials are culturally sensitive, destigmatizing, and accessible to Black audiences
- Partner with Vital Strategies staff and key stakeholders to develop a set of key messages and materials
- Develop a comprehensive media plan to strategically place advertisements across various channels (TV, radio, online, print, social media, etc.)
- Negotiate and secure advertising space to maximize reach and impact

- Monitor and optimize campaign performance based on predefined key performance indicators (KPIs)
- Develop a system for tracking and evaluating the effectiveness of the campaign
- Provide regular reports on campaign performance, including reach, engagement, and impact

About Vital Strategies - Overdose Prevention Program

Vital Strategies is a global health organization that seeks to accelerate progress on the world’s most pressing health problems. We use innovative, evidence-based strategies to develop and support sound public health policies and programs, including through the use of strategic communication campaigns for policy and behavior change. Our programs include tobacco control, road safety, obesity prevention and overdose prevention. We work internationally, including in 49 low and middle-income countries, where we use policy advocacy and strategic communication to urge governments and partners to build systems to implement lifesaving public health interventions.

This campaign to destigmatize and promote naloxone awareness and uptake will reach and speak to Black communities in the United States, with a particular focus on highly impacted local communities in Kentucky, North Carolina, Wisconsin, New Jersey, New Mexico, Pennsylvania, and Michigan. The program will benefit from Vital Strategies’ ongoing engagements in these states, existing relationships with key actors, and a deep understanding of the dynamics and current evidence base. Further, the campaign will leverage Vital Strategies’ work in partnership with state and local governments to maximize naloxone access and availability for historically marginalized communities.

The campaign – which is being supported with funding from the Elton John AIDS foundation – will spotlight the heightened risk of fatal overdose in the Black population, the growing association between stimulant use and fatal overdose, and community access to naloxone as a resource for preventing death, including among people who use stimulants. The campaign will uplift the voices of people who use drugs and their loved ones and will focus on specific demographic groups in the Black population in the US who are disproportionately impacted by overdose.

Goals

The goal of the proposed media campaign is to center and destigmatize harm reduction for Black communities as an effective, non-punitive, health-based response to drug use, with a specific focus on naloxone access and availability to prevent overdose death. The objectives of the proposed campaign are:

- To elevate awareness about the rising and inequitable toll of overdose deaths in the Black community, and build support and urgency around harm reduction as a solution.
- To increase awareness in highly impacted Black communities in the US with a particular focus on those in Kentucky, North Carolina, Wisconsin, New Jersey, New Mexico, Pennsylvania,

and Michigan, about the utility and availability of naloxone for reversing overdose and saving lives, and to promote access, demand, and uptake.

- To center voices from Black communities impacted by the overdose crisis. For example, using first-person testimonials.
- To highlight the relationship of the fentanyl-driven overdose crisis to stimulant use, and the recent sharp increase in overdose mortality in the Black population.
- To offer harm reduction as an approach and naloxone as a resource that counteracts the historical arc of punitive responses to drug use and the war on drugs legacy of racism.

Finally, Vital Strategies will aim to produce a campaign that is evidenced, popular, evergreen, and generates visible earned media coverage. In addition, we will aim to have this media campaign adapted (or reproduced) and placed by other sources, including state and local governments.

The Naloxone in Black project will measure five primary outcomes:

1. Increased information of naloxone availability
2. Increased uptake of naloxone
3. Increased awareness and support for naloxone as a legal, community-accessible, and easy-to-use medication for preventing overdose death
4. Increased awareness of fentanyl-driven overdose risk, including through stimulant use
5. Increased awareness of contextual risk factors for overdose death, such as using alone and reduced opioid tolerance following incarceration or abstinence-based drug treatment

Budget: Please provide an estimated cost proposal. The maximum budget we can consider for any proposal is \$300,000. If your quote excludes certain fees or charges, you must provide a detailed list of excluded fees with a complete explanation of the nature of those fees.

If the execution of work to be performed by your company requires the hiring of sub-contractors you must clearly state this in your proposal. Sub-contractors must be identified and the work they will perform must be defined. Vital Strategies will not refuse a proposal based upon the use of sub-contractors; however, we retain the right to refuse any proposed subcontractor.

Additional costs out of scope will require approval.

Proposal Components

Interested companies are invited to propose their services for this communication initiative.

Proposals should include:

- Brief statement of how your company is uniquely suited to support Vital Strategies and our Overdose Prevention Program
 - RFP Selection Criteria

- Talent for creating effective campaign brand identity
 - Skill at developing compelling creative multimedia content and messages
 - Experience creating impactful and strategic websites
 - Demonstrated ability to speak authentically to Black American audiences
 - Capacity and experience with advertising distribution strategies and purchasing local and national adspace
 - Ability to work collaboratively with stakeholders with guidance from partners in the field
 - Aptitude for working on campaigns and messages that challenge stigma and humanize controversial issues
 - Systems for providing reliable reporting, data, and analytics to support monitoring, evaluation and learning
- Three examples of projects that exemplify your creativity, approach and alignment with our mission
 - Bios of proposed team and how they will play into the proposed scope of work
 - Detailed breakdown of budget for identity and/ or website design including post-launch maintenance options
 - Terms and conditions
 - Statement of no conflict of interest
 - Three client references

Conflicts of Interest

TOBACCO AFFILIATION: The Service Provider, in the past two 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.

ALCOHOL AFFILIATION: The Service Provider confirms that no person performing services under the agreement has an affiliation with the alcohol industry, its agents or associates (“These Industries”) and currently does not accept and shall not accept financial or other support from any alcohol product manufacturer or the parent, subsidiary, or affiliate (collectively, “These

Affiliates”) of an alcohol product manufacturer or distributor until at least six (6) months after the termination or expiration of this agreement. The Service Provider shall promptly disclose to Vital Strategies any services provided to, support received from, or affiliation with These Industries or These Affiliates in the past six (6) months.

Evaluation

Proposals will be evaluated using the following criteria:

- Demonstrated capability to fulfill the brief (40 points)
- Clearly defined design and development process (20 points)
- Demonstrated alignment with our global public health mission (15 points)
- Cost (25 points)

Vital Strategies is looking to partner with agencies who are qualified to authentically represent the Black communities this campaign serves, and can thoughtfully address the disproportionate impact that the overdose epidemic and drug policies have on these communities.

Contract Terms

Our standard agreement terms can be found in Annex A “Sample Service Provider Agreement.” If the bidder disagrees with any components, please return with any comments outlined in red with the bid.

Delivery of proposals:

Submissions should be sent no later than **May 8, 2024** by email to Overdose@vitalstrategies.org and should be labeled ‘Naloxone In Black Campaign RFP response’ in the email subject line.

Please follow the link below to see a recording of the informational and Q&A virtual session that was held on April 23, 2024:

<https://vitalstrat.org/3Qh2quf>

Annex A “Sample 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: Remote.

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. You shall keep copies of all financial and other records in relation to this Agreement and work performed hereunder (including retaining original receipts for all expenditures) during the term of this Agreement and for no less than 3 (three) years from the termination of 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 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: Title: Vital Strategies 100 Broadway, 4 th Floor New York, New York 10005 Email:	For the Service Provider: Name: Title: Company Name: Company Address: Email:

For Project-related Communications:	
For Vital Strategies: Name: Title: Vital Strategies 100 Broadway, 4 th Floor New York, New York 10005 Email:	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 and Annex B shall be the property of Vital Strategies freely and without encumbrance, unless otherwise agreed to in writing or in this agreement. Any intellectual property, data, and other proprietary information previously owned by Vital Strategies and used to fulfill certain activities under this agreement shall remain the property of Vital Strategies. Any intellectual property, data, and other proprietary information previously owned by the Service Provider and used to fulfill certain activities under this agreement shall remain the property of the Service Provider.

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 two 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.
- 20. ALCOHOL AFFILIATION:** The Service Provider confirms that no person performing services under the agreement has an affiliation with the alcohol industry, its agents or associates ("These Industries") and currently does not accept and shall not accept financial or other support from any alcohol product manufacturer or the parent, subsidiary, or affiliate (collectively, "These Affiliates") of an alcohol product manufacturer or distributor until at least six (6) months after the termination or expiration of this agreement. The Service Provider shall promptly disclose to Vital Strategies any services provided to, support received from, or affiliation with These Industries or These Affiliates in the past six (6) months.
- 21. 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. 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.

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

GRANTEE ORG NAME

Name:

Title:

VITAL STRATEGIES, INC.

Name:

Title:

Annex A
General Description of Project

Annex B
Scope of Work

Annex C
Staff List

Subgrantee/Service Provider

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Vital Strategies

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**Annex D
Budget**

Name of Organization:
Project:
Grant Period:
Vital Strategies Budget Code:

Budget Summary	
Budget Category	Amount
A. Personnel	
B. Fringe Benefits	
C. Travel/Meetings/Workshops	
D. Equipment	
E. Supplies	
F. Contracts/Consulting	
G. Advertising/Media/Communications	
H. Other Direct Costs	
Total Direct Costs	
Indirect Costs	
Total Project Costs	

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:

Payment Point	Payment Amount	Invoice Date

1. The total maximum amount of the agreement shall not exceed U.S. \$_____ (the total of all payments listed to be invoiced).
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.

Annex F
Reporting Schedule