Request for Proposal: Health Economics Modeling Workshop

Proposal Due Date: 5.00PM EST March 21, 2022
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Purpose and Scope of this Request for Proposal (RFP)
Vital Strategies, along with its partner organization the CDC Foundation, seeks a service provider with expertise in decision analytic modeling for health economic evaluation in low and middle-income settings to design and deliver a one-week intensive modeling course for practicing health economists from Asia, Africa and Latin America, including pre- and post-course virtual engagement to ensure that each participant is able to apply the modeling methods taught to a policy or health technology assessment topic in their country.

The workshop will be delivered in second half of 2022. Depending on the COVID-19 situation, the workshop would be held at the Vital Strategies New York City office. However, given the potential need to adapt to online delivery, both in-person and online formats should be proposed and costed.

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

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

RFP Objective/s
Vital Strategies is seeking competitive proposals from qualified vendors to provide services to Vital Strategies.

The objective of this activity is to provide a group of health economists from countries participating in the Data to Policy program with practical skills in decision modeling for health economic evaluation as well as access to a global network of similar professionals working in this area. The ultimate goal is to strengthen capacity of ministries of health in participating countries to use health economic evaluation in policy decision-making.

The selected service provider will be responsible for:
- Designing a curriculum in decision analytic modeling for health economic evaluation that is appropriately adapted to the participant group and relevant for informing policy decisions in low- and middle-income countries;
- Developing all curriculum materials, including engaging sessions on theory and methods as well as workshop sessions for participants to make progress on their own projects;
- Reviewing nominated participants to ensure they meet the required qualifications and to better target the program design to participant needs;
- Delivering all sessions (either traveling to New York for an in-person workshop or delivering virtually if needed);
- Providing feedback on participants’ capstone projects following the program.
Project Overview

The Data to Policy (D2P) program, developed by Vital Strategies and the U.S. Centers for Disease Control and Prevention (CDC) as part of the Bloomberg Philanthropies Data for Health Initiative, aims to bridge the data-policy gap through team-based training and mentoring of health policy professionals. D2P participants develop data-driven policy briefs and recommendations that respond to government health priorities. The program imparts analytical skills – including root cause analysis, health impact assessment and economic evaluation, as well as techniques for communicating with stakeholders using data.

In our collaborations with government partners to institutionalize the Data to Policy program and approach, a consistent constraint encountered is the lack of available expertise in health economics, and specifically decision analytic modeling frequently used in health economic evaluation (for example, cost-effectiveness, cost-benefit analysis, health technology assessment, etc). Many ministries of health and associated research agencies lack trained health economists on staff, and even when there are health economists working within government, they often do not have specialized training in decision analytic modeling. Government counterparts collaborating on the D2P program have indicated significant interest and demand for building this expertise, and in using health economic evaluation more systematically in the policy development process.

To support the institutionalization of D2P and establish a cross-country community of practice in economic evaluation of health policy, Vital Strategies and CDC/the CDC Foundation propose to organize a custom workshop on decision modelling for health economic evaluation. This would be a short/intensive workshop, combining theoretical concepts with practical modelling applications. Practical exercises and examples would draw on policy topics and questions that are relevant in low and middle-income countries.

To be eligible to participate, economists would need the following qualifications: 1) sufficient health economics background to be able to successfully complete the workshop (ideally the equivalent of a master’s degree in health economics and some experience with modeling and/or health economic evaluation); 2) a role that will enable them to contribute to economic evaluation/analysis of health policy in future; and 3) motivation and commitment to the program.

Each participant would be required to complete a capstone project in a policy area relevant to their country, and to participate actively in ongoing and future D2P programs as health economics instructors and mentors. Health economists would ideally be employed by the government (ministry of health or affiliated research agency), or in a role where they can collaborate on an ongoing basis with government agencies on health economic evaluation. For example, they could work at a policy research organization or university with the ability to contract with the government to carry out relevant analyses.

We anticipate between 20-30 participants in the program. There are two possible formats for the workshop:

- One-week in-person global workshop, hosted at Vital Strategies’ New York office. This could include pre-work and virtual sessions before/after the workshop if relevant.
- Two or more virtual workshops, organized by region to enable participation from multiple time zones.
zones. This could incorporate synchronous and non-synchronous components and should be held over a longer period (for example, biweekly sessions over 4 weeks). Proponents can recommend alternative formats for consideration as well.

Vital Strategies would provide the following inputs, in collaboration with the CDC Foundation:

- Organize the nomination/application process and review;
- Host an in-person workshop in the Vital Strategies’ New York office, or organize Zoom sessions if virtual;
- Provide all meals and logistics;
- Arrange participant travel (the workshop provider should include their own travel and accommodation costs in the proposal);
- Provide interpretation services, as needed;
- Advise on and review curriculum and proposed sessions.
Instructions for RFP Respondents

1. **Contact Person.** Service Providers shall send their notification of intent to bid, refer any questions, and submit their proposals via email to Emily Myers, emyers@vitalstrategies.org.

2. **Due Date.** Proposals must be submitted in PDF format to Emily Myers by March 21, 5.00 PM EST.

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

   Emily Myers, emyers@vitalstrategies.org
   and Operationsrfp@vitalstrategies.org

   with Health Economic Modeling Workshop in the subject line, by 5.00 PM EST on March 21, 2022.

4. **RFP Timeline.**

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<thead>
<tr>
<th>TASK</th>
<th>DEADLINE DATE</th>
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<tr>
<td>Issue RFP to participating respondents by</td>
<td>March 1, 2022</td>
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<td>Respondents to send clarification questions by</td>
<td>March 14, 2022</td>
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<td>Response to questions circulated to all</td>
<td>March 16, 2022</td>
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<td>respondents by</td>
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<tr>
<td>Deadline for Submission of Proposals, 5.00PM</td>
<td>March 21, 2022</td>
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<td>EST on</td>
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<tr>
<td>Select successful respondent and notify all</td>
<td>April 8, 2022</td>
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<td>respondents by</td>
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5. **Selection Criteria.** The Service Provider's responses shall be evaluated by a committee of approximately 3 Vital Strategies and CDC Foundation staff members. Selection criteria shall include:
   - The background and experience of the Service Provider in working with international non-profit organizations and the quality of services performed.
   - Reasonableness/competitiveness of proposed compensation for services, fees and/or benefits to Vital Strategies, although Vital Strategies is not bound to select the Service Provider who proposes the lowest fees or most benefits for services.
   - The Service Provider's responsiveness and compliance with the RFP requirements and questions.
   - The Service Provider's ability, capacity and skill to fully and satisfactorily provide the services required in this RFP.
   - Demonstrated expertise in decision-analytic modeling for health economic evaluation, with track record of research contributing to policy questions/topics in low- and middle-income settings.
   - Proposed pedagogical approach that is appropriate to the participant group (professional health economists) and uses sound instructional design principles tailored to adult learners.
   - Willingness to design/tailor the workshop content based on participant needs and interests as well as the needs of the Data to Policy program, as communicated by Vital Strategies and the CDC Foundation.
   - Identified instructors with a strong track record of excellence in teaching diverse groups and
adult learners.

6. **Rejection of Proposals.** Vital Strategies reserves the right to accept or reject any or all proposals and to accept the proposal deemed to be in the best interest of Vital Strategies and is not bound to accept the lowest price bid submitted.

7. **Complete Proposal.** Incomplete proposals are subject to rejection.

8. **Negotiation.** Vital Strategies reserves the right to negotiate fees and/or benefits to Vital Strategies with the selected Service Provider(s).

9. **Final Contract.** This RFP, together with any documents required, shall be included in the final contract.

10. **Selection.** Vital Strategies reserves the right to select as many Service Providers as it deems appropriate and is under no obligation to purchase any services of a particular Service Provider until a contract has been signed.

11. **Costs.** All costs related to the preparation and submission of this RFP shall be borne by the Service Provider. Under no circumstances shall Vital Strategies be liable for any costs.

12. **Confidentiality.** The contents of this Request for Proposal (RFP) as well as any subsequent communication between Vital Strategies and the Service Provider(s) are to be treated as confidential and are not to be distributed or shared without prior written authorization from Vital Strategies’ authorized representative.

13. **Proposal Validity.** The Service Provider's submitted proposal must be valid for acceptance by Vital Strategies for a period of 90 days from the due date set for RFP receipt.

14. Vital Strategies intends to adhere to the timetable in section 4, which should result in a selection of a Service Provider(s) by April 8, 2022.

15. Payment terms: **To be agreed with selected service provider**

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

## VITAL STRATEGIES Contact Information

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Vital Strategies</th>
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<tbody>
<tr>
<td>Company Address</td>
<td>100 Broadway, 4th Floor, New York, NY 10005</td>
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<tr>
<td>Company Website</td>
<td><a href="http://www.vitalstrategies.org">www.vitalstrategies.org</a></td>
</tr>
<tr>
<td>Contract Manager</td>
<td>Emily Myers</td>
</tr>
<tr>
<td>Contract Manager Email Address</td>
<td><a href="mailto:emyers@vitalstrategies.org">emyers@vitalstrategies.org</a>, and <a href="mailto:operationsrfp@vitalstrategies.org">operationsrfp@vitalstrategies.org</a></td>
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## RESPONDENT Company Information

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<tr>
<th>Company Name</th>
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<tr>
<td>Company Address</td>
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<tr>
<td>Company Website</td>
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<td>Primary Contact</td>
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<td>Primary Contact Email</td>
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<tr>
<td>Authorized Signatory Name</td>
<td></td>
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<tr>
<td>Authorized Signatory Title</td>
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<tr>
<td>Type of work carried out by vendor:</td>
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<tr>
<td>Offices locations included in this RFP</td>
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## Existing Contract Information

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<tr>
<th>Current Contract with Vital Strategies?</th>
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<tr>
<td>If Yes, Name of Vital Strategies Contract Manager</td>
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<tr>
<td>Implementation Timeline of Existing Contract</td>
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A. Organization Profile
1. Does your company/organization have experience servicing non-profit organizations with international operations? If so, provide examples.
2. Please provide a background and history of your organization. Include the number of staff and information on all locations.
3. Please indicate who your main point of contact is for this RFP.
4. Provide information about similar courses or workshops that your organization has delivered in the past, including information from participant/course assessments if possible.
5. Provide the name and a brief bio of the main point of contact who would be assigned to this project.
6. Provide CVs of all instructors who would be involved in workshop delivery.
7. Please provide a minimum of 3 client references.

B. Proposed Services and Delivery
1. Propose your plan for the work as outlined, including the following information:
   1. Proposed curriculum: What topics and methods would you include in the workshop. What types of examples and/or case studies would you draw on?
   2. Proposed pedagogy: What teaching approaches would you use and how would the sessions be organized?
   3. What software packages would you propose to use in practical exercises?
   4. How would you tailor the content of the workshop to the proposed participant group?
   5. What inputs/role would you expect Vital Strategies and the CDC Foundation to play?
   6. What is the timeline for workshop development and delivery? Include options for dates of delivery.
   7. Possibility of shifting to a virtual delivery model and proposed changes to the plan if this is necessary.
2. How will you evaluate the learning outcomes of the workshop?
3. If any, list additional services you provide which you consider may benefit this project.
4. Provide a copy of your standard service contract, or review our standard terms in Attachment B and indicate your company’s ability to accept those terms. If there are terms you cannot agree with, please indicate.

C. Quotation of Goods
1. Provide a quote for the total cost of services, including separate quotes for in-person and virtual delivery. Include travel and accommodation costs for in-person delivery.
2. What are other miscellaneous costs?
3. How much taxes we would incur?

D. Financial and Due Diligence
1. What are your company/organization’s standard billing terms?
2. Please provide a Schedule of Payment timeline.
3. Provide a detailed list of fees for additional services proposed in your response.
ATTACHMENT B

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 . This agreement does not ensure or obligate either party to renew the agreement for any additional period.

2. CONTRACT MANAGER: , an employee of Vital Strategies ("Contract Manager"), shall be the primary person responsible for ensuring Vital Strategies fulfillment of its obligations under this agreement and monitoring the Service Provider's fulfillment of the terms of this agreement.

3. SCOPE OF WORK: The Service Provider will perform work commissioned by Vital Strategies (the "Scope of Work") in accordance with the detailed plan and description in Annex A. The Service Provider has the discretion to determine the means and methods by which the Scope of Work will be performed, subject to any limitations set out in this agreement.

Site of work:

4. CONSIDERATIONS AND PAYMENTS:

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

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<tr>
<th>Accomplished Deliverable</th>
<th>Payment Amount</th>
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<tr>
<td>Signature of contract and request for payment</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 Service Provider. Unless otherwise agreed to in writing, each party shall be responsible for paying their own banking fees and expenses as relating to the transfer and receipt of the funds agreed to under this agreement.

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

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

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

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

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

7. NOTICES AND COMMUNICATION:

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

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

For Vital Strategies:

Name: 
Title: 
Vital Strategies
100 Broadway, 4th Floor
New York, New York 10005
Email: 

For the Service Provider:

Name: 
Title: 
Service Provider's Name: 
Service Provider's Address: 
Email: 

8. SERVICES:

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

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

9. DELIVERABLES:

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

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

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

11. INTELLECTUAL PROPERTY:

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

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

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

13. LIABILITY AND INDEMNIFICATION:

13.1 Vital Strategies, its officers, employees, and agents, shall not be liable for any injury to the person, including death, or for loss or damages to the property of the Service Provider or of anyone else, occasioned by, or in any way attributable to the Service Provider under this agreement unless such injury, loss, or damage is caused by the negligence of an officer, employee, or agent of Vital Strategies acting within the scope of their employment.

13.2 The parties will mutually defend and forever hold each other and their officers, employees, and agents harmless against and from any and all third-party claims, lawsuits, judgments, and expenses arising out of any breach by the other party of any provision of this agreement or any misrepresentation made by the other party and its officers, employees, or agents. This paragraph shall survive the termination of this agreement.

13.3 The Service Provider shall be fully responsible for and indemnify Vital Strategies against any liability, assessment, or claim for:
   i. taxation made against Vital Strategies arising from or made in connection with the performance of the Scope of Work, where such recovery is not prohibited by law;
   ii. any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Service Provider or any substitute against Vital Strategies arising out of or in connection with the provision of the Scope of Work; and
iii. any liability incurred as a result of the Service Provider’s failure to comply with any of the obligations set out in Section 13.

13.4 Vital Strategies may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Service Provider, where such recovery is not prohibited by law.

13.5 SARS-CoV-2/COVID-19: The parties acknowledge that there are inherent risks due to the ongoing pandemic of COVID-19. The Service Provider assumes all COVID-19 related risks in completing the Scope of Work and shall hold harmless and indemnify Vital Strategies from any COVID-19 related claim arising out of the completion of the Scope of Work.

14. DEFAULT AND TERMINATION:

14.1 This agreement may be terminated by either party at any time upon 30 days prior written notice of termination to the other party. If a party wishes to only terminate certain portions of this agreement or alter the Scope of Work, that must be done consistent with Section 22.

14.2 Upon termination and settlement of payment for work performed before the date of termination, each party shall be fully and forever released and discharged from any legal and all obligations, covenants, or liabilities of whatsoever kind or nature in law or otherwise arising out of or in connection with this agreement.

14.3 If a party breaches this agreement, then the other party may terminate this agreement, at their option and without prejudice to any of its other legal or equitable rights, by giving the party who committed the breach seven days’ notice in writing, specifying the breach. Notwithstanding, if a conflict of interest is discovered, Vital Strategies may immediately terminate this agreement consistent with Section 16.

14.4 If a party becomes insolvent or suspends its operations or files a voluntary petition or answer admitting to the jurisdiction of a court as to the material allegations of insolvency, or makes an assignment for the benefit of creditors, then the other party may immediately terminate this agreement by giving written notice of termination to the other party or its receiver.

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

15. NO AGENCY OR JOINT VENTURE: The parties are independent, and this agreement shall not be construed to impose an agency relationship or joint venture between the parties.
16. CONFLICT OF INTEREST: The Service Provider confirms that, to the best of its knowledge, it has no current conflict of interest which would affect its work under this agreement. The Service Provider shall notify Vital Strategies immediately upon discovery of a conflict of interest.

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

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

19. FORCE MAJEURE:

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

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

20. TOBACCO AFFILIATION: The Service Provider, in the past five years, has not had any business relationship with or knowingly received payment or other support from any tobacco product manufacturer or wholesaler, or from any e-cigarette or vaping manufacturer or wholesaler (“These Industries”), or any parent, affiliate, subsidiary, organization, or foundation with majority support from These Industries, or any person, interest group, advocacy organization, or other business or organization (other than a law firm or accounting firm) that represents the interests of These Industries (collectively, “These Affiliates”). The Service Provider currently does not accept and shall not accept financial or other support from These Industries or These Affiliates until at least one year after the end of this agreement. Failure to comply with this clause may constitute grounds for termination of this agreement and Vital Strategies shall have the right to demand and receive a return of all funds under this agreement, plus interest, as liquidated damages, other provisions of this agreement notwithstanding.
21. HARASSMENT: Vital Strategies does not tolerate harassment, sexual exploitation, or abuse of any kind by its workforce or those it works with. The Service Provider 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 Service Provider will not enter into transactions with or provide any support to any individuals, entities, or groups subject to U.S. Treasury Office of Foreign Assets Control ("OFAC") sanctions. The Service Provider will comply with the Foreign Corrupt Practices Act of 1977, as amended ("FCPA") and all applicable international and local country anti-bribery and anti-corruption laws.

25. LOBBYING: The Service Provider shall not engage in political campaigning or lobbying, as defined in Section 4911 of the U.S. Internal Revenue Code, under this agreement.

26. ETHICAL CONDUCT: Vital Strategies is committed to conducting itself according to the highest standards of ethical conduct and seeks to avoid even the appearance of impropriety in its actions. The Service Provider is encouraged to report any concerns about Vital Strategies or any member of its staff to Vital Strategies through any mechanism covered in this agreement or by using the Vital Reporting Line accessible via vitalstrategies.org.

27. ENTIRE AGREEMENT: This agreement constitutes the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all other agreements, whether written or oral, between the parties.

Data Protection Clause: All personal data collected in connection with this agreement shall be processed and safeguarded in accordance with any and all applicable data protection and privacy regulations, including, but not limited to, the EU General Data Protection Regulation. Upon Vital Strategies’ request, the [Contracting Party] shall execute a separate data privacy agreement.