

## Request for Expression of Interest

### Purpose and Scope

Vital Strategies is leading health-sector engagement efforts within a USAID-funded program “Clean Air Catalyst”, which is implemented by a global consortium that includes World Resources Institute, Environmental Defense Fund, Clean Air Toolbox for Cities (Columbia University), Climate and Clean Air Coalition, Internews Network, MAP-AQ, OpenAQ, and Vital Strategies. We are working with local partners in three pilot regions – Jakarta, Indonesia; Indore, India; and Addis Ababa, Ethiopia to advance climate, gender, and health development objectives, and are seeking local independent consultants to increase the health sector’s involvement in clean air action, and that health is actively mainstreamed and implemented throughout CAC activities in Jakarta, Indore, and Addis Ababa.

### Vital Strategies Organizational Background

Vital Strategies is an international public health organization headquartered in New York City. Vital Strategies develops and oversees programs that strengthen public health systems and address leading causes of morbidity and mortality worldwide, providing expertise in project implementation and management, strategic communications, and other core public health capabilities to guide policy and decision-making. Specific programs include road safety, obesity prevention, tobacco control, and data for health. Activities take place in a range of low- and middle-income cities in over 60 countries.

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.

### Objective/s

Vital Strategies is seeking competitive applications from qualified independent consultants to provide services to Vital Strategies.

The independent consultant will lead pilot city efforts to engage the public health sector in clean air action in Indore, including 1) identifying important gaps, perceptions, and misinformation of air pollution health impacts, sources, and solutions among health workers and the public 2) strengthening public health data systems and data use to inform policies and investments, and 3) mainstreaming air quality into ongoing public health efforts to address child survival and non-communicable disease

## Project Overview

See Annex A

## Instructions for Respondents

1. **Contact Person.** Independent consultants shall submit their applications via email to **Sumi Mehta at [smehta@vitalstrategies.org](mailto:smehta@vitalstrategies.org)**
2. **Due Date.** Applications must be submitted in PDF format to Sumi Mehta by **November 15, 5.00 PM EST.**
3. **Applicant Submission.** Please send your **cover letter, CV,** and **expected compensation** to carry out the work as per Annex B in PDF format, together with all relevant and any supporting documentation, to:

**Sumi Mehta at [smehta@vitalstrategies.org](mailto:smehta@vitalstrategies.org)**

with **Health Sector Engagement Consultant Indore** in the subject line, **by 5.00 PM EST on November 15, 2021**

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

## Vital Strategies and Respondent Contact Information

| VITAL STRATEGIES Contact Information    |  |
|---|--|
| Company Name                            | Vital Strategies   |
| Company Address                         | 100 Broadway, 4 <sup>th</sup> Floor, New York, NY 10005                    |
| Company Website                         | <a href="http://www.vitalstrategies.org">www.vitalstrategies.org</a>       |
| Contract Manager                        | Sumi Mehta   |
| Contract Manager Email Address          | <a href="mailto:smehta@vitalstrategies.org">smehta@vitalstrategies.org</a> |
|   |  |
| RESPONDENT Information                  |  |
| Respondent Name                         |  |
| Respondent Address                      |  |
| Primary Contact                         |  |
| Primary Contact Email                   |  |
| Authorized Signatory Name               |  |
| Authorized Signatory Title              |  |
| Existing Contract Information           |  |
| Current Contract with Vital Strategies? | Yes / No   |



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+1 212 500 5720  
[vitalstrategies.org](http://vitalstrategies.org)

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

|  |  |
|--|--|
| <b>If Yes, Name of Vital Strategies Contract Manager</b> |  |
| <b>Implementation Timeline of Existing Contract</b>      |  |

## **Annex A**

### Scope of Work

**Effective Date:** December 1, 2021

**Termination Date:** December 1, 2022

**Site of work (City) :** Indore

**Site of work (Country):** India

### **Project Overview:**

#### **1. Background for requesting the service**

Vital Strategies is leading health-sector engagement efforts within a USAID-funded program “Clean Air Catalyst”, which is implemented by a global consortium that includes World Resources Institute, Environmental Defense Fund, Clean Air Toolbox for Cities (Columbia University), Climate and Clean Air Coalition, Internews Network, MAP-AQ, OpenAQ, and Vital Strategies. We are working with local partners in three pilot regions – Jakarta, Indonesia; Indore, India; and Addis Ababa, Ethiopia to advance climate, gender, and health development objectives, and are seeking local independent consultants to increase the health sector’s involvement in clean air action, and that health is actively mainstreamed and implemented throughout CAC activities in Jakarta / Indore, and Addis Ababa.

#### **2. Price/remuneration information**

Payment terms: Payments will be made monthly upon submission of invoice and verification and approval of the work by the contract manager.

#### **3. Core Responsibilities**

1. Ensure local source awareness activities are informed by considerations of health, including exposures, resulting health impacts, and particularly vulnerable communities
2. Prepare local health-sector mapping to identify priority health stakeholders and champions, including clinical, government, and health research communities

3. Conduct a health impact assessment readiness assessment focused on the availability and completeness of existing administrative data necessary for impact analysis.
4. Develop and deliver health-oriented content for science meetings, workshops, and journalist trainings as needed
5. Engage and activate health-sector-specific stakeholders and policy stakeholders for clean air action, including information sharing, patient education and policy advocacy
6. Communicate latest health evidence and guidelines to facilitate development and implementation of health-based standards and actions intentionally designed to promote measurable health benefits
7. Provide and / or facilitate technical assistance needed to increase capacity to collect and use routinely collected data to inform and measure health progress on clean air action

## Annex B

### Independent consultant background must include:

1. University or graduate degree in environmental health sciences, epidemiology, public health, or relevant field of study or equivalent experience/education
2. Strong foundational understanding of public health principles
3. Excellent interpersonal skills, including ability to communicate effectively to technical and non-technical audiences, develop partnerships, and contribute to interdisciplinary team
4. Ability to work flexibly with colleagues across time zones
5. Strong quantitative skills to understand and evaluate data sources for their completeness, validity, and utility
6. Outstanding organizational skills and ability to successfully manage competing priorities and meet deadlines.
7. Demonstrated ability to take initiative, work independently, and make sound, informed decisions
8. Solid knowledge of Microsoft Office Suite (Excel, Word, PowerPoint, Outlook).
9. Current residency and work authorization in (insert pilot city name here).

### Preferred qualifications:

1. Demonstrated interest and at least five years of experience in environmental health sciences, epidemiology, policy, and/or program implementation.
2. Prior experience working in collaboration with governmental health or environmental ministries.

### Financial and Due Diligence

1. Complete our Contract Partner Information Form: [www.vitalstrategies.org/compliance](http://www.vitalstrategies.org/compliance) . List the contract manager as the point of contact at Vital Strategies on the contract partner information form.

### ANNEX C

This Independent Contractor Agreement (“**Agreement**”) is dated as of \_\_\_\_\_ (“**Effective Date**”) between Vital Strategies India Services Limited (“**Vital Strategies India**”) incorporated under the laws of India situated at Annex Building Ground Floor B-4, Greater Kailash Enclave Part II, New Delhi - 110048] and \_\_\_\_\_ (the “**Independent Contractor**”) having [Permanent Account Number \_\_\_\_\_] whose address is \_\_\_\_\_

Vital Strategies India and the Independent Contractor are hereinafter referred to individually as a “**Party**” and collectively as “**Parties**”.

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

**Vital Strategies and the Independent Contractor therefore agree as follows:**

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

Site of work:

**4. CONSIDERATIONS AND PAYMENTS:**

In consideration for the work to be performed by the Independent Contractor in fulfillment of the obligations described in Section 3 and Annex A, Vital Strategies shall pay the Independent Contractor in the following manner:

| <b>Accomplished Deliverable</b>                     | <b>Payment Amount</b> |
|---|-----------------------|
| Signature of contract and request for payment       | INR                   |
| Completion of deliverables in Section 3 and Annex A | INR                   |

- 4.1 In consideration for the services to be performed by the consultant, Vital Strategies India shall pay to the consultant a total service fee not to exceed INR [the amount] less any government mandated Tax Deducted at Source (“TDS”) charges. Vital Strategies India will pay the monthly service fee not to exceed INR [enter amount]. The daily rate is INR [enter amount].
- 4.2 The consideration is exclusive of Goods and Services Tax (GST). Vital Strategies India shall pay the GST amount only after it receives the credit and the same is confirmed as matched credit in the GSTN Portal. Also, Vital Strategies India reserves the right to withhold the GST amount till the Independent Contractor uploads the invoice details properly in GSTR-1 return and the Independent Contractor agrees for the same. Further, the Independent Contractor shall ensure that GST is paid to the Government within the specified period as prescribed by the Government.
- 4.3 No payment shall be made without delivery of a signed invoice submitted by the Independent Contractor and approved by the Contract Manager. Invoices should include a description of the deliverables completed during the pay period.
- 4.4 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 India. All other work fees and expenses, including those for travel and assignments, shall be borne by the Independent Contractor, unless otherwise agreed and listed in Annex B. Vital Strategies India will not reimburse alcohol related expenditures.
- 4.6 Vital Strategies India shall not be liable for any other compensation, benefit, or entitlement for the provision of the Scope of Work apart from the payments and reimbursements set forth in this Section 4.
- 4.7 **Right to Audit:** The Independent Contractor shall establish and maintain a reasonable record or accounting that enables Vital Strategies India to readily identify the Independent Contractor’s assets, expenses, costs of goods, and use of funds related to this Agreement. Vital Strategies India and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from records relating to this agreement kept by or under the control of the Independent Contractor. Such records shall be made available to Vital Strategies India subject to a five-day written notice.
- 5. TRAVEL AND PERSONAL SAFETY:** The Independent Contractor acknowledges that any travel it undertakes in connection with this Agreement is at its own risk and Vital Strategies India will not be held liable for any actions, claims, demands arising out of and in connection with travel undertaken by the Independent Contract in connection with this Agreement.



## 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 6.2. 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:

| <b>For Vital Strategies India:</b>              | <b>For the Independent Contractor:</b> |
|---|--|
| Contract Manager: Name                          | Name:                                  |
| Title:  | Title:                                 |
| Vital Strategies India Services Private Limited | Independent Contractor's Name:         |
| [insert address]                                | Independent Contractor's Address:      |
| Email:  | Email:                                 |

## 7. SERVICES:

7.1 The Independent Contractor shall promptly inform Vital Strategies India of any possible change from the Scope of Work or any cause which may render the Independent Contractor unable to perform its obligations under this Agreement. Any change from the Scope of Work shall be subject to prior written approval by Vital Strategies India.

7.2 Except as explicitly provided in this agreement, the Independent Contractor shall furnish and pay for all labor, materials, services, facilities, equipment, and computer resources (including the Independent Contractor's intellectual property rights) necessary to meet its obligations under this Agreement. It being clarified that the Independent Contractor shall be responsible and liable for: (i) making all statutory labour payments to the personnel that will be hired by the Independent Contractor; and (ii) obtaining and maintaining all regulatory approvals, consents, etc. required under applicable law in connection with the Scope of Work and obligations of the Independent Contractor under this Agreement and Vital Strategies India shall not have any obligation in this respect.

## 8. DELIVERABLES:

**8.1 Related Documentation:** The Independent Contractor shall provide Vital Strategies India 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:** The Independent Contractor shall complete the deliverables in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession. Vital Strategies India shall review all deliverables under the Scope of Work as they are submitted. If the deliverables are unacceptable to Vital Strategies India, Vital Strategies India shall notify the Independent Contractor of any issues with the deliverables and may request that the Independent Contractor remedy the issues within a timeframe agreed upon with the Contract Manager. Payment under this Agreement may be withheld until the issues are remedied.

**9. RETURN OF MATERIALS:** Upon expiration or termination of this Agreement, the Independent Contractor shall cease to represent themselves as a Vital Strategies India's service provider. If applicable, the Independent Contractor shall return to Vital Strategies India all equipment, documents, files, and other materials which may have been delivered to the Independent Contractor or which the Independent Contractor may have created for the purposes of this Agreement. The Independent Contractor shall also purge copies of any documents, materials, etc. of Vital Strategies India made by the Independent Contractor.

## **10. INTELLECTUAL PROPERTY:**

10.1 Vital Strategies India is not transferring its intellectual property or any rights therein to the Independent Contractor or any of its collaborators or subcontractors under this Agreement.

10.2 Upon completion of all payments provided herein, all intellectual property rights including know-how and Related Documentation in the Scope of Work shall be deemed to be the property of Vital Strategies India freely and without encumbrance.

**11. WARRANTIES AND REPRESENTATIONS:** The Independent Contractor, including the signatory below, warrants and represents that it has full right, power, legal capacity, and authority to enter into this Agreement and to carry out all of its terms. The Independent Contractor will ensure all aspects of the work to be performed pursuant to this Agreement will conform to professional standards reasonably expected for the work provided, be in compliance with applicable law, and meet all deadlines specified in this Agreement.

## **12. LIABILITY AND INDEMNIFICATION:**

12.1 Vital Strategies India, its officers, employees, and agents, shall not be liable for any injury to the person, including death, or for loss or damages to the property of the Independent Contractor or of anyone else, occasioned by, or in any way attributable to the Independent Contractor under this

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

- 12.2 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 12.2 shall survive the termination of this agreement.
- 12.3 The Independent Contractor shall be fully responsible for and indemnify Vital Strategies India against any liability, assessment, or claim for:
- i. taxation made against Vital Strategies India arising from or made in connection with the performance of the Scope of Work, where such recovery is not prohibited by law;
  - ii. any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Independent Contractor or any substitute against Vital Strategies India arising out of or in connection with the provision of the Scope of Work; and
  - iii. any liability incurred as a result of the Independent Contractor's failure to comply with any of the obligations set out in Section 12.
- 12.4 Vital Strategies India may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Independent Contractor, where such recovery is not prohibited by law.
- 12.5 SARS-CoV-2/COVID-19: The parties acknowledge that there are inherent risks due to the ongoing pandemic of COVID-19. The Independent Contractor assumes all COVID-19 related risks in completing the Scope of Work and shall hold harmless and indemnify Vital Strategies India from any COVID-19 related claim arising out of the completion of the Scope of Work.

### **13. DEFAULT AND TERMINATION:**

- 13.1 This Agreement may be terminated by either party at any time upon 30 (thirty) 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 21.
- 13.2 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.
- 13.3 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 7 (seven) days' notice in writing, specifying the breach. Notwithstanding, if a conflict of interest is discovered, Vital Strategies India may immediately terminate this agreement consistent with Section 16.

13.4 If a Party becomes insolvent or suspends its operations or files a voluntary petition or against whom liquidation order is passed 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 or liquidator.

13.5 Upon termination of this Agreement, the Independent Contractor shall be paid for all work completed through the date of termination in accordance with this Agreement, including reasonable and documented non-cancelable commitments, for no longer than 30 (thirty) days following the date of termination. The Independent Contractor shall refund to Vital Strategies India any prepaid amounts for deliverables that remain uncompleted, or funds not dispersed prior to the date of termination, after which, Vital Strategies India shall cease to have any obligation to make any payment to the Independent Contractor in respect of the costs incurred by the Independent Contractor after the date of termination. Any debt due to Vital Strategies India shall be transferred by the Independent Contractor within 30 (thirty) days of the termination date unless otherwise agreed to in writing. Vital Strategies India may set off any dues from the Independent Contractor against amount payable to it and pay the balance.

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

**15. CONFLICT OF INTEREST:** The Independent Contractor confirms that, to the best of its knowledge, it has no current conflict of interest which would affect its work under this Agreement. The Independent Contractor shall notify Vital Strategies India immediately upon discovery of a conflict of interest.

## **16. CONFIDENTIALITY**

16.1 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. The Parties shall not disclose any Confidential Information (*defined hereinafter*) 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 16 shall survive termination of this Agreement.

16.2 Provided however that nothing in this Agreement will restrict either Party from disclosing any Confidential Information as may be required under the applicable laws governing such Party.

16.3 The term “**Confidential information**” for the purposes of this Agreement shall mean (i) all information whether commercial, financial, technical, intellectual property related or other relating to the business affairs or methods of either Party (being the “**Disclosing Party**”) which is disclosed to or otherwise obtained by the other Party (being the “**Receiving Party**”) in connection with performance of its obligations in accordance with this Agreement, whether in tangible or intangible form, whether oral or in writing, and whether or not it is marked as confidential; (ii) the terms and conditions of this Agreement, including negotiations, if any, leading to this Agreement; (iii) all material communications in connection with the performance of your services or business

affairs of Disclosing Party and all material information and other material supplied to or received in connection with performance of the obligations under this Agreement. However, notwithstanding the foregoing, Confidential Information shall not include any information that:

- (i) at the time of disclosure was in the public domain otherwise than by breach of this paragraph 16.3; or
- (ii) was known to the Receiving Party prior to the Disclosing Party's disclosure of such information to the former; or
- (iii) is independently developed by the Receiving Party without reference to the information disclosed.

**17. NON-EXCLUSIVITY:** Vital Strategies India and the Independent Contractor do not have an exclusive relationship. Vital Strategies India shall be free to select other independent contractors to conduct work that is within the expertise of the Independent Contractor. The Independent Contractor also retains the ability to conduct work on behalf of other parties subject to the limitations set out in Section 19.

#### **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 (thirty) days, either Party shall be entitled to terminate this Agreement with 5 (five) days' notice.

**19. TOBACCO AFFILIATION:** The Independent Contractor, in the past 5 (five) years, has not had any business relationship with or knowingly received payment or other support from any tobacco product manufacturer or wholesaler, or from any e-cigarette or vaping manufacturer or wholesaler ("**These Industries**"), or any parent, affiliate, subsidiary, organization, or foundation with majority support from These Industries, or any person, interest group, advocacy organization, or other business or organization (other than a law firm or accounting firm) that represents the interests of These Industries (collectively, "**These Affiliates**"). The Independent Contractor currently does not accept and shall not accept financial or other support from These Industries or These Affiliates until at least 1 (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 India 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:** Vital Strategies India does not tolerate harassment, sexual exploitation, or abuse of any kind by its workforce or those it works with. The Independent Contractor has an anti-harassment, preventing sexual exploitation and abuse, and child abuse protection policy in place or agrees to abide by the provisions of Vital Strategies India' aforementioned policies, which can be provided by the Contract Manager.
- 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 applicable laws of India. The Parties consent to the exclusive jurisdiction of the courts in [New Delhi, India] 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. In the event the dispute is not amicably resolved within 45 (forty-five) days, then such dispute or difference shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996 and the rules made thereunder. The seat of the arbitration shall be [Delhi, India]. The Tribunal shall consist of sole arbitrator to be mutually appointed by the Parties. The language of the arbitration shall be English. Subject to the provisions of this paragraph 22, the Parties shall have the right to approach the courts in New Delhi, India.
- 23. COMPLIANCE:** The Independent Contractor will not enter into transactions with or provide any support to any individuals, entities, or groups subject to U.S. Treasury Office of Foreign Assets Control ("OFAC") sanctions. The Independent Contractor will comply with the Foreign Corrupt Practices Act of 1977, as amended ("FCPA") and all applicable international and local country anti-bribery and anti-corruption laws.
- 24. LOBBYING:** The Independent Contractor shall not engage in political campaigning or lobbying, as defined in Section 4911 of the U.S. Internal Revenue Code, under this agreement.
- 25. INSURANCE:** The Independent Contractor shall 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. If the total value of this agreement is INR 7 million or higher, the Independent Contractor shall be required to maintain professional liability insurance for the duration of the agreement and provide Vital Strategies India with documentation of such insurance.
- 26. ETHICAL CONDUCT:** Vital Strategies India is committed to conducting itself according to the highest standards of ethical conduct and seeks to avoid even the appearance of impropriety in its actions. The Independent Contractor is encouraged to report any concerns about Vital Strategies India 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](http://vitalstrategies.org).



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+1 212 500 5720  
[vitalstrategies.org](http://vitalstrategies.org)

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

**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.