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Request for Information/ Expression of Interest

Purpose and Scope

The STOP team is looking for a senior writer to expose how the tobacco industry is undermining public health around the world. The senior writer will be dedicated to Vital Strategies' work with STOP, a global industry watchdog.

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 proposals from qualified service providers/independent contractors to provide services to Vital Strategies.

- Independent Contractor

Project Overview

For Services:

Project Overview:

1. Background for requesting the service;

Please include the background, objective, and other relevant information.

The STOP team is looking for a senior writer to expose how the tobacco industry is undermining public health around the world. The senior writer will be dedicated to Vital Strategies' work with [STOP](#), a global industry watchdog.

STOP exposes the tobacco industry's unethical business practices, attempts to undermine tobacco control, work to derail policy, and efforts to hook a new generation of smokers. STOP is a network of academic and public health organizations operating globally as part of the [Bloomberg Initiative to Reduce Tobacco Use](#). STOP connects experts in all aspects of the tobacco industry's business to expose and counter its relentless efforts to sell harmful, addictive products. that includes robust monitoring, research, reporting and communication.

Vital Strategies' role within STOP is to ensure that the watchdog's research and activities are widely disseminated and used by stakeholders such as journalists, national policymakers and the global tobacco control community.

The Senior Writer will ensure that content developed by STOP is easily understood. He/She/They will write for different audiences, adjusting style, voice and level of complexity as needed. The Senior Writer will revise material provided by experts and produce new, easily digestible material based off technical copy. Reporting to the Director of STOP, he/she/they will ensure content is written along STOP brand guidelines and to approved style (AP).

Main Duties and Responsibilities:

- Produce persuasive short, medium and long-form material based on research and technical material from partners and stakeholders
- Copy edit and proof read materials such as issue briefs, policy briefs, fact sheets, blogs, research summaries and reports
- Collaborate with domain experts to ensure technical accuracy
- Ensure all written materials are in AP style
- Contribute to monthly, quarterly and annual reports regarding campaign progress
- Perform other duties as needed

2. Price/remuneration information

- Currency: Contracts must be executed and paid in the currency of the country where the independent contractor lives or the service provider is based.
- payment terms, payment structure and payment schedule (payments should be tied to deliverables)



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3. Deliverables and timelines

Clearly defined deliverables and outputs, how the work must be delivered, milestones, etc. Additional deliverables can be added, and this table can be modified to accommodate other payment schedules including allowable expense reimbursement such as travel, accommodation, phone, etc.

Deliverable	Due Date	Amount (or %) due on meeting deliverable/milestone
Write or edit/facilitate at least 12 STOP blogs/year (at least 1/month)	Last day of each month	For all: Monthly retainer fee due each month, with expectation that all deliverables will be met in a year.
Write at least one op-eds for either STOP or Vital Strategies tobacco control programs	Ongoing (Progress update will be provided each month)	
Provide writing support for at least 2 briefs	Ongoing (Progress update will be provided each month)	
Provide writing support for at least 3 explainers, fact sheets or infographics	Ongoing (Progress update will be provided each month)	
Provide writing support for at least 1 substantial report	Ongoing (Progress update will be provided each month)	
Provide writing support for at least 3 new webpages or refreshed copy on existing pages on STOP website	Ongoing (Progress update will be provided each month)	
Provide writing support for at least 3 (non-newsletter) STOP emails	Ongoing (Progress update will be provided each month)	
Edit at least 5 STOP newsletters (~1/month)	Last day of each month	
Copyedit (including coordinating partner edits) at least 2 briefs	Ongoing (Progress update will be provided each month)	
Copyedit (including coordinating partner edits) at least 2 explainers, fact sheets or infographics	Ongoing (Progress update will be provided each month)	



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Copyedit (including coordinating partner edits) at least 1 substantial report	Ongoing (Progress update will be provided each month)	
Proofread at least 3 pieces of content/month, including: press releases, briefs, explainers, reports, web copy, emails, social content	Last day of each month	
Write at least four outputs in support of Vital Strategies Tobacco Control	Ongoing (Progress update will be provided each month)	

Instructions for Respondents

- Contact Person.** Independent Contractors shall send their cover letters, resumes and any writing samples via email to Jorge Alday jalday@vitalstrategies.org
- Due Date.** Proposals must be submitted in PDF format to [Jorge Alday] by [March 31, 2024], **5.00 PM EST.**
- Proposal Submission.** Proposals shall include respondent information, and answers to all questions (Annex B) and be emailed in PDF format, together with all relevant and any supporting documentation, to:

[Jorge Alday jalday@vitalstrategies.org](mailto:jalday@vitalstrategies.org)

with Senior Writer Consultant Role in the subject line, **by 5.00 PM EST on [March 31, 2024]**

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

Vital Strategies and Respondent Contact Information

VITAL STRATEGIES Contact Information	
Company Name	Vital Strategies
Company Address	100 Broadway, 4 th Floor, New York, NY 10005
Company Website	www.vitalstrategies.org
Contract Manager	Jorge Alday
Contract Manager Email Address	Staff email address
RESPONDENT Information	
Respondent/ Company Name	

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Respondent/ Company Address	
Respondent Address/Company Website & Address	
Primary Contact	
Primary Contact Email	
Authorized Signatory Name	
Authorized Signatory Title	
Existing Contract Information	
Current Contract with Vital Strategies?	No
If Yes, Name of Vital Strategies Contract Manager	
Implementation Timeline of Existing Contract	

Annex A

Scope of Work

Effective Date:

Termination Date:

Site of work (City)

Site of work (Country)

Project Overview:

4. Background for requesting the service;

Please include the background, objective, and other relevant information.

5. Price/remuneration information



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Include:

- Currency: Contracts must be executed and paid in the currency of the country where the independent contractor lives or the service provider is based.
- payment terms, payment structure and payment schedule (payments should be tied to deliverables)

6. Deliverables and timelines

Clearly defined deliverables and outputs, how the work must be delivered, milestones, etc.

Deliverable/Milestones	Due Date	Amount (or %) due on meeting deliverable/milestone

7. For Goods (if applicable)

Serial Number	Name of Item	Quantity	Estimated Amount

Annex B

QUESTIONS ARE ADJUSTED PENDING PROPOSAL CRITERIA**A. Proposed Services and Delivery**

1. Propose your plan for the work as outlined/ the solution to the requirements stated above, including detailed cost, delivery times, and other relevant information.
2. What quality control measures will you implement?
3. If any, list additional services you provide which you consider may benefit this project.
4. Provide CV's of relevant people who'll be involved in the project.

B. Quotation of Goods

1. Provide a quote for the total product cost.
2. What is the total landed cost to the final destination?
3. What is the operational cost over useful life? (What is the minimum number of years for the life cycle cost consideration i.e. the number of years the product or service is expected to be used)
4. What are the installation and training costs?
5. What is the maintenance cost over useful life?
6. What is the disposal cost at the end of the use?
7. What are other miscellaneous costs?
8. How much taxes we would incur?
9. Include volume discounts if applicable

C. Financial and Due Diligence

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



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ANNEX C

SERVICE PROVIDER AGREEMENT

Commented [AG1]: Use the independent contractor agreement template (page 13) for independent contractors. Only use one of these templates.

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 fulfillment of the obligations described in Section 3 and Annex A, Vital Strategies shall pay the Service Provider:

Accomplished Deliverable	Payment Amount
Signature of contract and request for payment	\$
Completion of deliverables in Section 3 and Annex A	\$

4.2 The total maximum amount of the agreement shall not exceed U.S. \$ _____ (the total of all payments listed above).



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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-



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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:	For the Service Provider:
Name:	Name:
Title:	Title:
Vital Strategies	Service Provider's Name:
100 Broadway, 4 th Floor	Service Provider's Address:
New York, New York 10005	
Email:	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



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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;



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- 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.



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- 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



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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.



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ANNEX C

INDEPENDENT CONTRACTOR AGREEMENT

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

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

Vital Strategies and the Independent Contractor therefore agree as follows:

28. 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.

29. CONTRACT MANAGER: , an employee of Vital Strategies (‘‘Contract Manager’’), shall be the primary person responsible for ensuring Vital Strategies fulfillment of its obligations under this agreement and monitoring the Independent Contractor’s fulfillment of the terms of this agreement.

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

Site of work:

31. CONSIDERATIONS AND PAYMENTS:

31.1In 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:

Accomplished Deliverable	Payment Amount
Signature of contract and request for payment	\$
Completion of deliverables in Section 3 and Annex A	\$



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- 31.2** The total maximum amount of the agreement shall not exceed U.S. \$ [REDACTED] (the total of all payments listed above).
- 31.3** 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.
- 31.4** Any gain or loss related to exchange rate fluctuation shall be borne by the Independent Contractor. Unless otherwise agreed to in writing, each party shall be responsible for paying their own banking fees and expenses as relating to the transfer and receipt of the funds agreed to under this agreement.
- 31.5** Reasonable estimated expenses related to the performance of this agreement must be included in Annex B to be eligible for reimbursement by Vital Strategies. All other work fees and expenses, including those for travel and assignments, shall be borne by the Independent Contractor, unless otherwise agreed and listed in Annex B. Vital Strategies will not reimburse alcohol related expenditures.
- 31.6** 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.
- 31.7** **Right to Audit:** The Independent Contractor shall establish and maintain a reasonable record or accounting that enables Vital Strategies to readily identify the Independent Contractor's assets, expenses, costs of goods, and use of funds related to this agreement. Vital Strategies and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from records relating to this agreement kept by or under the control of the Independent Contractor. Such records shall be made available to Vital Strategies subject to a five-day written notice.

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

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

34. NOTICES AND COMMUNICATION:

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34.1 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.

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

For Vital Strategies:	For the Independent Contractor:
Name:	Name:
Title:	Title:
Vital Strategies	Independent Contractor's Name:
100 Broadway, 4 th Floor	Independent Contractor's Address:
New York, New York 10005	
Email:	Email:

35. SERVICES:

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

35.2 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.

36. DELIVERABLES:

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



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

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

38. INTELLECTUAL PROPERTY:

38.1 Vital Strategies is not transferring its intellectual property or any rights therein to the Independent Contractor or any of its collaborators or subcontractors.

38.2 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.

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

40. LIABILITY AND INDEMNIFICATION:

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

40.2 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.

40.3 The Independent Contractor shall be fully responsible for and indemnify Vital Strategies against any liability, assessment, or claim for:



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- iv. 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;
- v. any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Independent Contractor or any substitute against Vital Strategies arising out of or in connection with the provision of the Scope of Work; and
- vi. any liability incurred as a result of the Independent Contractor's failure to comply with any of the obligations set out in Section 13.

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

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

41. DEFAULT AND TERMINATION:

41.1 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.

41.2 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.

41.3 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.

41.4 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.

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



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the date of termination. Any debt due to Vital Strategies shall be transferred by the Independent Contractor within 30 days of the termination date unless otherwise agreed to in writing.

42. 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.

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

44. 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.

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

46. FORCE MAJEURE:

46.1 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.

46.2 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.

47. TOBACCO AFFILIATION: The Independent Contractor, in the past five years, has not had any business relationship with or knowingly received payment or other support from any tobacco product manufacturer or wholesaler, or from any e-cigarette or vaping manufacturer or wholesaler ("**These Industries**"), or any parent, affiliate, subsidiary, organization, or foundation with majority support from These Industries, or any person, interest group, advocacy organization, or other business or



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organization (other than a law firm or accounting firm) that represents the interests of These Industries (collectively, “**These Affiliates**”). The Independent Contractor currently does not accept and shall not accept financial or other support from These Industries or These Affiliates until at least one year after the end of this agreement. Failure to comply with this clause may constitute grounds for termination of this agreement and Vital Strategies shall have the right to demand and receive a return of all funds under this agreement, plus interest, as liquidated damages, other provisions of this agreement notwithstanding.

- 48. HARASSMENT:** Vital Strategies does not tolerate harassment, sexual exploitation, or abuse of any kind by its workforce or those it works with. The Independent Contractor has an anti-harassment, preventing sexual exploitation and abuse, and child abuse protection policy in place or agrees to abide by the provisions of Vital Strategies’ aforementioned policies, which can be provided by the Contract Manager.
- 49. 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.
- 50. 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.
- 51. 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.
- 52. 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.
- 53. ETHICAL CONDUCT:** Vital Strategies is committed to conducting itself according to the highest standards of ethical conduct and seeks to avoid even the appearance of impropriety in its actions. The Independent Contractor is encouraged to report any concerns about Vital Strategies or any member of its staff to Vital Strategies through any mechanism covered in this agreement or by using the Vital Reporting Line accessible via vitalstrategies.org.
- 54. 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.