

CONSULTANT CONTRACT

This agreement is between Suchismita Goswami (Consultant) and the Campaign for Tobacco-Free Kids (CFTFK) and the Tobacco-Free Kids Action Fund (TFKAF), nonprofit organizations based in Washington, DC (referred to jointly as TFK).

Work to be performed. Consultant agrees to do the following work for TFK reporting to Vandana Shah, Director of South Asia Programs:

- Consultant will provide detailed information and document the strategy, tactics, key actors, seminal events, challenges, and accomplishments of tobacco control policy change and policy implementation efforts in the State of Kerala. The service to be provided is described more fully in Appendix "A", which is incorporated herein by reference. document

None of the services provided under this agreement shall include fundraising counseling or services or include supporting or opposing any candidate for elected office, as defined by the U.S. Internal Revenue Service. Some of Consultant's work for TFK, however, might include direct or grassroots lobbying, as those terms are defined by the U.S. Internal Revenue Service or other applicable laws.

Compliance with Applicable Laws. The parties shall each be responsible for complying with all government laws and regulations, including registration and reporting requirements, as may apply to each party relating to the work done by Consultant and shall cooperate with each other to ensure complete and timely compliance. Toward that end, Consultant shall notify TFK of any reporting or other legal requirements or restrictions relating to this agreement placed on TFK by the laws or rules of the country or jurisdictions where Consultant is located or Consultant's work under this agreement takes place. In addition, the invoices submitted by Consultant will segregate the accounting of days or hours worked and tasks performed into direct lobbying, grassroots lobbying, and other non-lobbying work – with the invoices providing corresponding subtotals for payments owed and related expenses within each category.

Term of Contract. This agreement shall run from April 15, 2018 to July 15, 2018. Should TFK and Consultant extend the time period of this contract or if Consultant otherwise continues to work for TFK, with TFK's agreement, beyond the scope of this contract, all other provisions of this agreement will remain in effect unless altered or superseded by a subsequent agreement signed by all parties.

Consultant shall diligently devote such time and best efforts as is reasonably required to Consultant's work for TFK and will perform these services conscientiously, efficiently, and to the best of Consultant's ability. Consultant may engage in other business activities provided that these other activities do not interfere or conflict with the performance of Consultant's duties and responsibilities for TFK.

Payments to Consultant. For this work, TFK will pay Consultant \$11,106 as follows:

- Initial Payment - \$5,500 payable upon execution of this Agreement; and
- Final Payment - \$5,606 due upon completion of work, receipt of an invoice and delivery of final report

Invoices and reports should be sent to Vandana Shah, Director South Asia Programs at Vshah@tobaccofreekids.org and Katherine Seifu, Executive Assistant ILC & South Asia at KSeifu@tobaccofreekids.org, with a copy to accountspayable@tobaccofreekids.org. Unless otherwise designated, all dollar (\$) amounts in this contract refer to U.S. dollars.

Independent Contractor. Consultant is acting as an independent contractor in performing Consultant's services under this agreement, and Consultant does not have the power or authority to bind TFK in any way in any transaction with third parties. TFK will not carry any insurance of any kind to cover Consultant or Consultant's work. Nor will TFK pay any contributions to unemployment insurance, pension plans, federal or state withholding taxes, or the like on behalf of Consultant or for Consultant's benefit nor will TFK provide any other contributions or benefits which might be expected in an employer-employee relationship. Consultant agrees to report and pay any required contributions for taxes, unemployment insurance, pensions, and other benefits for Consultant.

Termination. TFK will have the option of terminating this agreement immediately if it appears that the work project cannot be completed on schedule, if TFK no longer desires that the work be completed by Consultant, or for poor performance on Consultant's part, and either party may terminate the agreement for any other reason or no reason, with 30-days notice. Upon termination, Consultant will provide TFK with all work product related to the project that Consultant have created up to that point, and TFK will owe Consultant reimbursement only for the actual work done up to that point, with any payments made in excess of that reimbursement amount returned by Consultant.

Confidentiality. Consultant agrees to treat all records and information relating to TFK as confidential, and agrees that Consultant will not give anyone else access to the project files or to any other TFK files or non-public information, except as directed or approved by TFK, or as required by law. All files in Consultant's possession relating to the project will be the exclusive property of TFK and will be returned to TFK at the conclusion or termination of the agreement. This provision will remain in force for as long as Consultant retains information relating to the project in its records.

Work Product Owned By TFK. Consultant agrees that all work of any kind that Consultant creates or produces pursuant to this agreement and any work relating to any actual or planned products, service, or activity of TFK of which Consultant has knowledge or which is suggested by or results from any work Consultant performs for TFK -- including, without limitation, all computer scripts, applets or programs, whether in source code or in object code, written reports, specifications and design documents, data files, forms and databases -- whether done alone or jointly with others, and whether done on or off of TFK's premises (hereinafter "Work Product")

shall be considered to be "work made for hire" under the U.S. Copyright Act and shall be owned exclusively by TFK. In the event that any such Work Product, or portion thereof, is not construed to be a work made for hire, Consultant hereby assigns to TFK all right, title, and interest in that Work Product or portion thereof and agrees to confirm such assignment to TFK at any time upon TFK's request. Consultant will also provide any necessary assistance to protect, enforce, or perfect TFK's intellectual property rights, and agrees not to register, file or obtain or attempt to register, file or obtain in its own name any patent, copyright, or trademark relating to any Work Product created hereunder.

Protection of TFK Trademarks. TFK is the owner of certain trademarks and service marks, which are used in connection with TFK's programs and services (collectively, the "Marks"). Consultant shall have the right to use and display the Marks solely for and on behalf of TFK in connection with the performance of Consultant's services under this agreement solely during the term of this agreement, and Consultant agrees to obtain prior approval from TFK before modifying any of the Marks or developing or using any marks or logos that resemble TFK's Marks. Consultant's use of the Marks in this manner shall not confer to Consultant any right or interest, either direct or indirect, in or to the Marks or to any similar marks or logos, and Consultant agrees that any and all use of the Marks or any similar marks or logos shall be solely for and on account of the furtherance of the goals and objectives of TFK. Upon the termination of this agreement for any reason whatsoever, Consultant shall cease to use or display the Marks, any similar marks or logos, or any colorable imitation thereof or any trademark or service mark that might be confusingly similar to the Marks. In addition, Consultant shall not display any trademark, service mark, or logo of any other person, firm, corporation, or other entity in connection with any services provided pursuant to this agreement without the express prior approval of TFK.

No Tobacco Industry Relationships. Pursuant to TFK's policy of not hiring or contracting with anyone with economic ties to the tobacco industry, Consultant warrants that Consultant does not knowingly represent or receive payment from any tobacco product manufacturer or wholesaler, or any parent, affiliate or subsidiary of a tobacco product manufacturer or wholesaler, including Phillip Morris International IMPACT and Foundation for a Smoke-free World, or any person, interest group, advocacy organization, law firm, advertising agency, or other business or organization that represents the interests of the tobacco industry, has not done so in the past five years, and will not enter into any such relationship during the contract period or for one year thereafter. Consultant also agrees to notify TFK immediately if Consultant discovers that it does represent such an entity or person and agrees that TFK has the option of terminating this agreement immediately upon such notice without penalty. Should Consultant knowingly fail to notify TFK of any recent or existing business relationship with any person or entity that is part of the tobacco industry or represents its interests or if Consultant enter into an agreement to undertake any work for or representation of any member of the tobacco industry or any related entity or person during the term of this agreement, The Union agrees that TFK may terminate this agreement immediately, without penalty, and has the right to demand and receive the contract amount plus interest, from Consultant in liquidated damages, not as a penalty, other provisions of this agreement notwithstanding.

Anti-Terrorism. Consultant may enter into agreements with and make payments to third parties to support Consultant's work for TFK pursuant to this agreement, but must obtain prior approval from TFK for any related payments of more than \$10,000 to any third parties. Consultant must also take all reasonable steps necessary to ensure that none of the payments by Consultant to third parties pursuant to this agreement shall be used in support of or to promote violence, terrorist activity, or related training, whether directly or indirectly through supporting or cooperating with, other persons and organizations known to support terrorism or that are involved in money laundering activities. These efforts by Consultant shall include but not be limited to taking all reasonable steps necessary to ensure that no payments pursuant to this agreement are made to any person or organization identified on the terrorist-related lists promulgated by the U.S. Government, which are currently accessible through the following U.S. Treasury Department website: <http://www.treas.gov/offices/enforcement/ofac/sdn/t11sdn.pdf>.

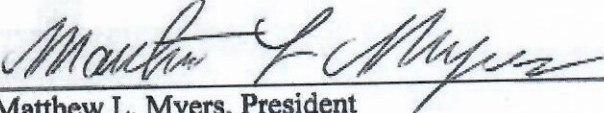
Indemnification. Consultant agrees to protect, indemnify and hold harmless TFK, its directors, officers, shareholders, owners, agencies and employees from and against any and all expenses, damages, claims, suits, actions, judgments, injuries and costs whatsoever, including attorney's fees, arising out of, or in any way connected with activities undertaken by Consultant or its employees, agents, contractors, or licensees relating to this Agreement. More specifically, Consultant also warrants that all works of authorship that it produces for TFK under this agreement are original or public domain and will not infringe any copyright or trademarks of any third parties. Consultant further agrees to defend, indemnify and hold TFK harmless against all claims that any work of authorship that Consultant has produced for TFK infringes any copyright or trademark (except for trademarks, text, or other materials in the work that was supplied to Consultant by TFK). In return, TFK agrees to protect, indemnify and hold harmless the Consultant, its directors, officers, shareholders, owners, agencies and employees from and against any and all expenses, damages, claims, suits, actions, judgments, injuries and costs whatsoever, including attorney's fees, arising out of, or in any way connected with activities undertaken by TFK or its employees, agents, contractors, or licensees relating to this Agreement.

Assignments. The provisions of this agreement shall inure to the benefit of and be binding upon either party's successors or assigns, but neither party may specifically assign their interest in this agreement to any third parties without the prior written consent of the other.

Entire Agreement, Amendments, and Waivers. This agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and may not be changed orally, but only by an agreement in writing signed by both parties. This agreement also supersedes any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter of this agreement in any way. If this agreement is translated into any other language, this English version shall control in the event of any disputes regarding the agreement's terms or application. In addition, the waiver by either party of any breach of any provision of this agreement by the other shall not operate or be construed as a waiver by that party of any subsequent breach by the other. Should TFK and Consultant extend the time period of this contract or if Consultant otherwise continues to work for TFK, with TFK's agreement, either within or beyond the scope of this contract, all other provisions of this agreement will remain in effect unless altered or superseded by a subsequent agreement signed by both parties.

The persons executing this agreement represent that they have the legal authority to bind their respective parties to the terms herein.

Agreed to and accepted for TFK by:



April 12, 2018
Date

Matthew L. Myers, President
Campaign for Tobacco-Free Kids
Tobacco-Free Kids Action Fund

Agreed to and accepted for Consultant by:



April 17, 2018.
Date

Suchismita Goswami
32, Casa Major Road, Egmore, Chennai
Tamil Nadu 600002, India.
Phone: +918056074294
Email: suchismita@mssw.in

APPENDIX "A"

Project Purpose

To provide detailed information on the history of advocacy for tobacco control advocacy change and effective tobacco control policy implementation in the State of Kerala, India in order to strengthen the argument that the activities supported by the TFK in Kerala are largely responsible for the reductions in tobacco prevalence in the state between the conduct of the first and second rounds of the Global Adult Tobacco Survey, India.

Project Summary Description

The proposed research project will document the strategy, tactics, key actors, seminal events, challenges, and accomplishments of tobacco control policy change and policy implementation efforts in Kerala, where TFK has supported local tobacco control advocacy groups to engage in this work since 2011. The contracted partner will analyze this documentation to determine the critical components of policy change and policy implementation advocacy efforts that may explain changes in adult tobacco prevalence (both smoked and smokeless) as documented by the first and second round results of the Global Adult Tobacco Survey, India in 2010 and 2017. Along with the identified critical components of efforts, the research analysis will offer lessons learned that can be used to guide advocacy efforts for effective tobacco control change and implementation in other states in India.

The hypothesis guiding this work is that the engagement of civil society organizations in advocating for tobacco control policy change and in advocating for and facilitating government-driven tobacco control policy implementation provided added value that enabled Kerala to achieve tobacco use to prevalence rates in 2016-2017 that are far below the prevalence rates for the country as a whole and most other states.

Timeline – April 15, 2018 – June 30, 2018

Project Description / Activities

- Examine the results of the 2009-2010 and 2016-2017 Global Adult Tobacco Surveys, India to determine the changes in the overall prevalence of tobacco use in India and the State of Kerala as well as for changes in the prevalence of smoked tobacco use and smokeless tobacco use. Also, determine how prevalence of smoked tobacco use, smokeless tobacco use, and overall tobacco use for Kerala compares to the nation as a whole and to other states, based on 2016-2017 Global Adult Tobacco Use Survey, India results;
- Perform a desk review of multiple sources of documentation on tobacco control advocacy efforts in Kerala since 2011 and their impact, including – but not limited to – grant project reports, TFK funder reports, media reports, photographs, meeting agendas and minutes/notes, judicial court filings, opinions, and orders, and official state government notifications and other public statements by the state government/state government officials;

- Identify all tobacco control policy changes since 2011;
- Document the level of change in government sectoral attention to tobacco control policy implementation based on quantifiable measures of sectoral activity;
- Conduct focus groups or key informant interviews with civil society tobacco control advocates to further identify critical components of their advocacy efforts as well as lessons learned;
- Conduct key informant interviews with government officials to discern their perspective on the critical contributing factors to reductions in tobacco use; and
- Create a visual illustration of the multifaceted tobacco control advocacy efforts and their impact discerned from the tasks listed above

Deliverables

- Focus group questions and/or key information interview protocols (for civil society focus groups or interviews and for government official interviews);
- Outline for final report;
- Complete report first draft; and
- Final report (includes visual illustration referenced above and photographs and other visuals illustrating content covered in the report narrative)

Consultants Responsibilities

- Respond to TFK requests in timely fashion.
- Provide services and deliverables by the agreed upon deadlines.
- Participate in teleconference meetings as needed.
- Submit invoices in timely fashion

Personnel	Time	Cost	Total
Advisor	5 Days	1*5*108.6	543.00
Lead Researcher	60 days	1*60*69.82	4189.82
Researcher	30 days	1*30*62.06	1861.80
Research Officer (2)	3 months	2*3*310.29	1861.74
Total			\$8,456.36

Resources	Time	Cost (in dollars)	Total (in dollars)
Travel and Stay –Lead Researcher			
Flight fare	10 days		309.80
Transport	10 days		232.35
Hotel	10 days		232.35
Food	10 days		154.90
Total			\$929.40
Travel- Project Officer (2) and Senior Project Officer			
Train and bus fare	30 Days	2*30*9.29	557.40
Hotel (if required)	20 Days	2*25*9.29	464.50
Total			\$1,021.90
Miscellaneous	3 months		\$698.16

Budget/ Cost Total - \$11,105.82