**UMMARY OF WORK**

**Vax with Facts** is a Ready-Made Media Campaign for health organizations in need of vaccine misinformation campaigns that can be implemented quickly. Vax with Facts is a new campaign that is being piloted with other public health departments. Sauk County would be the second health county to license Vax with Facts content. For Vax with Facts to correctly counter conspiracies and misinformation online, it is critical that this campaign credibly refutes false claims by explicitly calling the sources and individuals responsible for spreading falsified claims on social media on advertising messaging and/or the Vax with Facts website.

**License Term:** Six Months from Date of Materials Delivery

**Licensed Assets:** The following assets listed below will be provided to Sauk County Health Department.

**INVOICE WORK ORDER**

Rescue Agency Public Benefit, LLC

2437 Morena Blvd.

 San Diego, CA 92110

 **Rescue Rep:** Krysten Isaac

 **Email:** kisaac@rescueagency.com

**Advertiser Name:** Sauk County Health Department

 **Bill To Name:**  Sauk County Health Department **Billing Contact Name**: Melissa Brandt

 **Billing Address:**  **Billing Phone**: XXX-XXX-XXXXX

 **Billing Email: melissa.brandt@saukcountywi.gov**

**Agency Name:** Rescue Agency

**Contact Name:** Krysten Isaac

**Contact Email:** kisaac@rescueagency.com

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| --- | --- | --- | --- |
| **Deliverable** | **Budget** | **Delivery Date**  | **Description** |
| **General Management** | $5,500 | Upon completion of deliverables | General management time includes executive oversight from Rescue's vaccine hesitancy team including Executive Creative Director, Jeff Jordan and Group Management Director, Krysten Isaac. General management time includes overall strategy, campaign development and production oversight, as well as leveraging pre-existing research from other campaigns to produce a high caliber campaign and impactful.  |
| **Account Management and Community Management** | $10,000 | Upon completion of deliverables  | This cost covers all account management time, community management support, and ongoing reports, as necessary to provide updates on the community management portion of the campaign.  |
| **Brand and Website License** | $5,000 | Within 90 days of contract execution  | Six-month license of Vax with Facts brand and website (currently in development), can be renewed for an additional $3,500 for the remainder of the year.  |
| **Strategic Planning, Social Media Environmental Scan and Community Management Plan**  | $3,000 | Within 90 days of contract execution  | This cost covers strategic planning associated with a vaccine hesitancy social landscape environmental scan. Includes the cost of listening tools, monitoring, and dashboard setup. In addition, this cost covers the community management plan that will be implemented concurrent with MP launch. |
| **MP License**  | $15,000 | Within 90 days of contract execution  | MP license costs includes (1) new ready-made MPs for the Maybe Never audience. Includes production, casting and all licenses, ad development, and copywriting for a $10K vaccine hesitancy and misinformation campaign effort. MP license is available for promoted use for up to 6 months. Renewal fee to extend throughout the entire year will cost an additional $3,000.  |
| **Campaign Media Implementation and Reporting**  | $11,500 | Within 60 days of completion of media implementation | Costs to Sauk County MP license which will include a communications and media plan, new MP reporting, as needed as well as a final analysis of MP activity using Rescue's KPIs to gauge long-term behavior change. Rescues analytics team will ensure that Sauk County receives a 2-page summary demonstrating how media metrics that ladder back to key metrics and activity indicative of long-term behavior change and shifts in knowledge, attitudes, and beliefs to get vaccinated. Includes 15% commission.  |
| **Total Proposed Budget** | **$50,000** |

**Terms and Conditions**

As of January 18, 2022 (“Effective Date”), in exchange for End User’s payment of fifty thousand dollars ($50,00.00) the Items and Materials (“Content”) shall be provided to End User for a term of six (6) month(s) from the date of delivery. Invoices will not exceed $9,999.99 as work is completed or licensed materials are delivered. Notwithstanding anything to the contrary set forth herein or attached hereto, this Invoice Work Order is governed by the applicable terms and conditions located below.

**Payment Terms**

Payment due within thirty (30) days of End User’s signature of this invoice or within fifteen (15) days of the delivery of Content to End User, whichever date is sooner.

**End User Rescue Agency Public Benefit, LLC**

**Signature: Signature:**

Agent’s Name: Vendor Name: Kristin Carroll,CEO

Company: Sauk County Health Department Vendor Name: Rescue Agency

**TERMS AND CONDITIONS**

These invoice terms and conditions (“Terms”) are effective as of the date of the acceptance of this invoice (“Effective Date”) and are entered into by and between Rescue Agency Public Benefit, LLC (“Rescue” or “Vendor”) and Sauk County Health Department (“End User”) for use of the stated items or materials (“Content.”)

**BACKGROUND**

1. Rescue provides comprehensive behavior change marketing programs, which include developing content in support of strategic planning, outreach, marketing assets.
2. End User is an organization focused on tobacco prevention and public health and wishes to license certain creative content developed by Rescue in support of End User’s campaigns.
3. Rescue is willing to license certain of its creative content to End User in support of its campaigns in accordance with the terms and conditions set forth herein.
4. Invoice Terms Grant. Subject to these Terms, Rescue hereby grants to End User a limited, non-transferable, non-sublicensable, nonexclusive, revocable, royalty-free license to use the content identified in the above summary (including in certain instances, all modifications, derivative works and copies thereof, the “Content”) within the United States solely in support of End User’s Teen Vaping Prevention Campaign (“Authorized Campaign”). This license includes the limited right to copy the Content, to distribute the Content, and to publicly perform the Content, all in support of the Authorized Campaign and all in accordance with the terms of these terms.
5. Modification of Content. End User shall not unilaterally modify Content. End User may request Rescue to modify Content or co-brand Content with End User’s own name, trademark, service mark, or partner’s name or trademark. Rescue shall make itself available to assist End User with any Rescue permitted modifications to the Content per the terms of the Rescue’s Creative Customizations agreement. End User must make a written request to Rescue for Content modification. Under normal circumstances, Rescue should respond to End User’s Content modification request within ten (10) business days of submission with an estimate for completion.
6. Implementation Restrictions. In those instances when Rescue is involved with the implementation of media, End User shall not modify content in any way. In those cases when the End User is solely responsible for the implementation of Content, End User shall only change the technical specifications or sizing of Content solely as necessary to make it compatible with End User’s materials (e.g. changing the asset size to fit specific media or the file format). End User may not obscure or modify any authorship, copyright notice, or other attributions within the Content. End User modifications exceeding resizing shall require written permission of Rescue.
7. Reservation of Rights. End User acknowledges that, as between the parties, Rescue is the sole and exclusive owner of the Content and of all intellectual property rights relating thereto, and of all goodwill arising therefrom. No right, title, or license is granted to the Content or to any of End User’s intellectual property rights (including without limitation works of authorship, trade secrets, patent rights, copyrights, trademarks, service marks, and logos) except as expressly granted in the Invoice Work Order, and no licenses are granted by implication or estoppel, and Rescue reserves all of its rights. As between the parties, Rescue has the sole right to enforce its intellectual property rights against third parties and to protect and/or register its intellectual property rights, and End User may not undertake any action to enforce, protect or register such rights. End User shall notify Rescue promptly upon becoming aware of any actual or potential infringement of Rescue’s intellectual property rights. If Rescue initiates legal proceedings against an infringer, End User shall cooperate with Rescue as requested and at Rescue’s reasonable expense. Any recovery from such legal proceedings shall be retained by Rescue. Rescue reserves the rights to revoke all rights granted to End User if this Agreement is violated. All goodwill arising out of End User’s use of the Content shall inure to the benefit of Rescue.
8. License Fee. End User shall pay to Rescue a license Cost referenced above for each duration of these terms (each an “License Fee”). The first License Fee is payable upon the Delivery Date, and each subsequent License Fee is payable no later than the end of the agreed upon duration. License Fees are paid in advance and are not refundable and End User may not offset, deduct or withhold any amount from any License Fee. If End User does not pay a License Fee when due then Rescue may terminate these terms upon notice. End User has no right to use or distribute Content prior to paying the License Fee.
9. Term. These Terms shall commence on the Effective Date and, unless terminated earlier as provided herein, shall expire on the one (1) year anniversary of the Effective Date. The licensed material may be used for a term of six (6) months years from the time of delivery. If either party materially breaches these terms and does not cure such breach within thirty (30) days of receipt of notice thereof, then the other party may terminate these Terms upon thirty (30) day notice. At the termination of this agreement or if End User breaches Sections 1, 2, or 3 of this Agreement, then Rescue may terminate this Agreement without refund of Agreement cost and require End User to: Immediately return Content, halt all End User and third party campaign activities, and remove Content from all websites, social media, and remove print materials.
10. Limitation of Liability. End User is responsible for the verification of the Content’s validity and End User is responsible for any liability associated with any use of said Content. Rescue’s maximum aggregate liability under these terms, whether based on breach of contract or in tort (including negligence), under any warranty or otherwise, shall in no event exceed the Annual License Fee paid by End User to Rescue immediately preceding the cause of action. UNDER NO CIRCUMSTANCES SHALL RESCUE BE LIABLE IN CONNECTION WITH THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, INDIRECT OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGE TO REPUTATION, LOST BUSINESS OPPORTUNITIES, LOST PROFITS, OR INTERFERENCE WITH BUSINESS.
11. Indemnification. End User shall defend, indemnify and hold harmless Rescue and its directors, officers, employees and agents from and against any and all claims, actions, demands, suits and proceedings, and all related losses, liabilities, damages, fines, penalties, taxes, costs and expenses (including reasonable attorneys’ fees) arising out of or relating to End User’s negligence, violation of laws, misconduct, or breach of these terms.
12. Notices. Any notice or consent required or permitted to be given under these terms shall be deemed to have been given for all purposes hereunder if given in writing and delivered by commercial courier service, by prepaid registered mail, or by confirmed facsimile transmission, in each case addressed as follows:

If to Rescue If to End User:

Att: Kristin Carroll

Title: Chief Executive Officer

Att: Rescue Agency Public Benefit

Entity: LLC

Address: 2437 Morena Boulevard San Diego, CA 92110

or to such other addresses for a party as such party shall designate by notice. Notices shall be deemed delivered upon receipt.

10.Taxes. End User shall pay all, and shall not be entitled to reimbursement from Rescue for the amount of any, excise, import, sales, use or other taxes or duties, or other charges or increases thereof due in connection with these terms.

11.Governing Law; Jurisdiction. These Terms shall be governed by the substantive laws of the State of California, without regard to conflicts of laws principles. The state and federal courts located in San Diego, California shall have exclusive jurisdiction over any disputes arising under these terms. The United Nations Convention on Contracts for the International Sale of Goods shall not govern these terms, the performance of any obligations hereunder or any aspect of any dispute arising hereunder.

12.Relationship of the Parties. Neither party shall be considered the agent of the other for any purpose, and neither party has any authority to enter into any contracts or assume any obligations for the other or to make any warranties or representations on behalf of the other. Nothing in these terms shall be considered to establish a partnership or joint venture relationship between the parties.

13.Construction. These Terms may be amended only by means of a writing signed by both parties hereto. Except as otherwise provided in these terms, any failure of either party to comply with any obligation, representation, warranty, covenant, agreement or condition herein may be waived by the other party only by a written instrument signed by the party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failures. These Terms constitutes the entire Terms between the parties with respect to the subject matter hereof and supersedes any prior or other agreements or understandings between the parties with respect thereto. Any part of these terms held to be invalid or unenforceable shall be deemed ineffective to the extent thereof without affecting the validity or enforceability of any other part of these terms. These Terms may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of copies of these terms and of signature pages hereto by facsimile or e-mail transmission shall constitute effective execution and delivery of these terms, and such copies may be used in lieu of the original Terms for all purposes. Signatures of the parties transmitted by facsimile or e-mail shall be deemed to be their original signatures for all purposes. The section and subsection headings contained in these terms are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of these terms.

14.Assignment; Third-Party Rights. Neither party may assign these Terms without the prior written consent of the other party, which consent shall not be withheld unreasonably; provided, however, that Rescue may assign these terms to an affiliate or any purchaser of all or substantially all of its assets or business to which these Terms relates, or pursuant to a similar change of control. Any assignment made in violation of the foregoing shall be null and void and of no force or effect. These Terms bind the parties’ successors and permitted assigns. These Terms and its provisions are for the sole benefit of the parties to these Terms and their successors and permitted assigns and shall not give any person or entity any legal or equitable right, remedy or claim.