



SHORT TERM CONSULTANCY CONTRACT BETWEEN

OF ID NO.

AND CELISTER MANAGEMENT SERVICES AS A FIELD

ENUMERATOR.

TERMS OF

ENGAGEMENT

a)

Contract Period: This is a fixed contract that runs for a maximum period of 18 LOE days effective from XXXX and will expire on the earliest on[_Hlk152071818](#) XXXX or at the conclusive collection of data for the assigned households in your assigned locations.

For the purposes of this contract, a “œan LOE day” represents a level of effort equivalent to eight hours or more actually worked in a calendar day in this case, submission of 5 correct records.

A record is correct upon review by the Data verifier and having met the outlined criteria in Annex YYY.

• Remuneration:

You will be entitled to a daily rate of KES 2000/= inclusive of all logistics-related costs as broken down below:

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KES 1,300/= as Daily Wage (subject to all statutory deductions).

KES 700/= to cater for Logistics Related Costs (Non-Taxable)

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mso-list:l3 level2 lfo4;mso-layout-grid-align:none;text-autospace:none"><!--[if !supportLists]-->2) <!--[endif]-->Explain to respondents at the household the objectives of the assignment and the procedures involved,<o:p></o:p></p><p class="MsoNormal" style="margin-top:0in;margin-right:0in;margin-bottom:.9pt;margin-left:1.0in;text-align:justify;text-indent:-.25in;line-height:normal;mso-list:l3 level2 lfo4;mso-layout-grid-align:none;text-autospace:none"><!--[if !supportLists]-->3) <!--[endif]-->Interpret interview questions to assist respondents understand them and provide appropriate answers.<o:p></o:p></p><p class="MsoNormal" style="margin-top:0in;margin-right:0in;margin-bottom:.9pt;margin-left:1.0in;text-align:justify;text-indent:-.25in;line-height:normal;mso-list:l3 level2 lfo4;mso-layout-grid-align:none;text-autospace:none"><!--[if !supportLists]-->4) <!--[endif]-->Conduct extensive and thorough visual surveys of sampled households.<o:p></o:p></p><p class="MsoNormal" style="margin-top:0in;margin-right:0in;margin-bottom:.9pt;margin-left:1.0in;text-align:justify;text-indent:-.25in;line-height:normal;mso-list:l3 level2 lfo4;mso-layout-grid-align:none;text-autospace:none"><!--[if !supportLists]-->

5) Undertake further probing of responses to ensure information provided is accurate.

6) Double-check information on survey information pads to ensure the accuracy of information.

7) Continuously update his/her supervisor on progress and completed assignments.

8)

Identify and report any issues that may arise while attempting to obtain valid data.

Participate in daily briefing meetings.

Submit timely daily reports.

Ensure the accurate filling of the Declined consent HHs Validation forms ensuring they are signed and stamped by the Chief/Assistant Chief.

Other duties assigned by the supervisor.

e) Termination of Contract

This is a consultancy contract. Either party can terminate this contract by giving five (5) days’s™ notice. The company can, however, terminate the contract without giving any notice due to continued unsatisfactory performance, incapacity, or any other justifiable cause, including gross misconduct.

f)

The payment for the daily wages will be made at the end of the 18 days following the satisfactory completion of the household data collection process

as per the roles and responsibilities described in section D above and upon return of the data collection device with no damages. Any damages to the assigned device will be charged on your pay.

Please note that payment processing requires a minimum of 7 working days and a maximum of 14 days to be completed. The daily wage will be performance based with each enumerator expected to conduct.

g)

Pledging of Credit

: You may not at any time pledge the company's credit or in any way render the company liable for the payment of any money to any person, corporate or otherwise except payments which are necessary and incidental to your consultancy and for which the Company has given express prior approval in writing.

h)

Gifts

: All consultants are not allowed to receive any gift offered in the course of this assignment. Any payment received will be a gross violation of the Company policies and a legal violation of the Employment Act.

Conflict of Interest:

You are expected to devote your whole time and attention to the best interests of the Company during your working hours. You must not carry out any work (whether paid or unpaid) which may conflict with your obligations to the Company, whether such work is undertaken in or outside of your normal working hours.

Confidentiality and Non-Disclosure Agreement

(NDA): Whilst working with us you may have access to confidential, operational, or financial information about the Company, our customers and our consultants and you will be expected to treat this information as so. Consultants are required to adhere to the confidentiality clause as set out in the Confidentiality documents attached to this contract.

Furthermore, you undertake not to disclose confidential information supplied by any client or supplier of the Company or obtained as a result of the Company's engagement. If you are asked for information relating to the Company by someone outside the business, you should speak to a director. Failure to comply with undertakings as set out in this

confidentiality clause may be treated as Gross Misconduct and may lead to instant dismissal.

This section serves as a non-disclosure agreement (NDA) where the consultant will be legally liable for any sharing of CPHRM and affiliate companies' information unless with written approval from the Directors.

Level 1

k)

Change of terms of the consultancy

: No amendment to this contract will be legally binding unless made in **writing** and signed on behalf of the company by a duly authorized person. Please note that the only recognized official communication is via email.

Your employer reserves the right to amend the terms and conditions of your employment and its rules, procedures, and policies from time to time. Such amendments will be notified to you in writing. If you accept this offer, please sign a print sign, and return it to the undersigned.

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Legal Status: The Consultant shall have the legal status of an independent contractor. Nothing in this contract shall render the Consultant an employee of CPHRM Group and the Consultant shall not hold himself/herself out as such. Accordingly, the Consultant shall not be entitled to any staff benefits. CPHRM Group does not commit to request services from the Consultant, and no payment shall be due to the Consultant by the terms of this Agreement.

Indemnification: The Consultant agrees to indemnify CPHRM Group against all costs, claims, expenses, and liabilities whatsoever and howsoever incurred resulting from any act or omission of the Consultant.

The Consultant shall not pledge the credit of CPHRM Group, sign any document, enter into any Agreement, or make any promise on behalf of CPHRM Group.

line-height:normal;mso-list:l0 level1 lfo2"><!--[if !supportLists]-->o <!--[endif]-->Subject to the restrictions on the disclosure of information and to the other obligations of the Consultant contained in this Agreement, nothing in this Agreement shall prevent the Consultant from engaging in other consultancy activities or part-time or full-time employment.<o:p></o:p></p><p class="MsoNormal" style="margin-top:0in;margin-right:0in;margin-bottom:0in; margin-left:.5in;mso-add-space:auto;text-align:justify;text-indent:-.25in; line-height:normal;mso-list:l0 level1 lfo2"><!--[if !supportLists]-->p <!--[endif]-->The Consultant agrees that CPHRM Group may use the Consultant's name title and photos in correspondence, reports, marketing materials, websites, or publicity materials about the Services undertaken by the Consultant for CPHRM Group or CPHRM Group's general activities.<o:p></o:p></p><p class="MsoNormal" style="margin-top:0in;margin-right:0in;margin-bottom:0in; margin-left:.5in;mso-add-space:auto;text-align:justify;text-indent:-.25in; mso-list:l0 level1 lfo2"><!--[if !supportLists]-->q <!--[endif]-->Taxes: In accordance with the income tax act provisions, CPHRM will deduct 5% (or any other rate as may be prescribed by the law) withholding tax of total wages payable and submit the same to the Kenya Revenue Authority in accordance with the existing regulations. <o:p></o:p></p><p

CPHRM Group does not provide travel insurance cover for enumerators, they are strongly advised to make their own arrangements in this regard. Neither does CPHRM Group provide enumerators or reimburse the costs of life insurance, disablement insurance, or other insurance benefits during the period of this Agreement.

Life and other insurances:

CPHRM Group does not provide travel insurance cover for enumerators, they are strongly advised to make their own arrangements in this regard. Neither does CPHRM Group provide enumerators or reimburse the costs of life insurance, disablement insurance, or other insurance benefits during the period of this Agreement.

Rights and obligations of the consultant:

The rights and obligations of the Consultant are limited to the terms and conditions of this Agreement. Accordingly, the Consultant shall not be entitled to any benefit, payment, subsidy, compensation, or entitlement, except as expressly provided in this Agreement.

The rights and obligations of the Consultant:

The rights and obligations of the Consultant are limited to the terms and conditions of this Agreement. Accordingly, the Consultant shall not be entitled to any benefit, payment, subsidy, compensation, or entitlement, except as expressly provided in this Agreement.

Entire Agreement and Severability: This contract sets out the entire understanding of the Parties at the date of this Agreement concerning its subject matter and supersedes any prior Agreements or arrangements (whether oral or in writing) between the Parties relating to it. This Agreement can only be modified by an Agreement in writing signed by each of the Parties. If any provision of this Agreement is judged to be illegal or unenforceable, the other provisions shall continue to have full force and effect.

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This Agreement shall be subject to and interpreted by the **Laws of Kenya** and the parties hereby irrevocably submit to the exclusive jurisdiction of the Kenyan courts in all matters arising out of this Agreement. Any dispute arising from the performance of this contract will be subjected to mediation or other dispute resolution avenues before seeking interventions from the courts.

v

The contact person for the purposes of this contract

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Consultant's Signature:



Consultant's Name: Dillon Price

Date: 2024-10-10

Director's Signature:

Director CPHRM Group:

Date: 2024-10-08