

SHORT TERM CONSULTANCY CONTRACT

BETWEEN.. Salvador Obrien..... **OF ID NO...** 3421234.....
AND SELISTAR MANAGEMENT SERVICES AS A Data Verification Officer
(HEREIN REFERRED TO AS “CONSULTANT”)

TERMS OF ENGAGEMENTa)Â Â Â Â Â Contract Period: This is a fixed contract that runs for a maximum period of xxx LOE days effective from XXX and will expire on the earliest on XXX or at the completion of data collection and related fieldwork activities in all locations in the assigned county.Â For the purposes of this contract, an “LOE day” represents a level of effort equivalent to eight hours or more actually worked in a calendar day in this case.b)Â Â Â Â Â Remuneration:Â You will be entitled to a daily rate of KES 4,000/= inclusive of all logistics-related costs as broken down below: KES 3,000/= as Daily Wage (subject to 5% withholding tax) KES 1,000/= to cater for Logistics Related Costs (Non-Taxable)Your pay will be pegged on the teams’ attainment of daily household targets (specific county targets listed in annex 1) and your teams overall performance.c)Â Â Â Â Â Working Hours: The working hours will be as follows; Monday-Saturday: 8:00 am–5:00 pm.d)Â Â Â Â Â Roles and Responsibilitiesa.Â Â Â Â Â Manage County engagement meetings, facilitating, coordinating and reporting.b.Â Â Â Â Â Overall responsible for the household survey re-collection of data and process evaluation data collection.c.Â Â Â Â Â Oversee field mobilization approaches and field team movement associated with data collection.d.Â Â Â Â Â Lead all county stakeholder’s engagement and communication.e.Â Â Â Â Â Represents and is responsible for relationships with key county & and sub-county stakeholders mainly the County coordinator for social development, County coordinator for child services officers, County Droughts Coordinators and county commissioners.f.Â Â Â Â Â Lead the development of fieldwork plans and ensure timelines are met.g.Â Â Â Â Â Supervise data collection by field supervisors and enumerators while ensuring all teams deliver as per their job description.h.Â Â Â Â Â Monitoring and supervising Data verifiers in the assigned county.i.Â Â Â Â Â Responsible for conducting process evaluation data collection which includes key in-depth interviews and semi-structured interviews and real time submission of done interviews.j.Â Â Â Â Â Conduct daily meetings with the field team (supervisors and enumerators) to understand fieldwork progress, challenges and risks and offer timely mitigation and reporting.k.Â Â Â Â Â Clearly communicate updates and briefings to teams while ensuring their expectations are managed and escalate any unresolved issues above your capacity to the Project Coordinator.l.Â Â Â Â Â Conduct simple data analysis as may be required.m.Â Â Â Â Â Confirm the situation of the Declined Consent HHs as reported by field teams and validate this with the sub-county and location administration to facilitate closure of these Households.

Providing regular feedback and detailed briefing to the field coordinator, project coordinator and engagement manager.n.Â Â Â Â Â Providing accurate, complete and timely reports to the field coordinator and project coordinator as per the agreed templates and ensure confidentiality of the monitoring data collected from the field.o.Â Â Â Â Â Participate in supervisorsâ€™ daily meetings.p.Â Â Â Â Â Submit timely daily progress reports as per the procedures provided.q.Â Â Â Â Â Ensure timely filling and submission of the QA Daily Tracking Tool on Survey CTOr.Â Â Â Â Â Support in county recruitment, vetting and training of field teams.s.Â Â Â Â Â Any other duties as may be assigned by the Field Coordinator and Project Coordinator.Â e)Â Â Â Â Â Termination of Contract: This is a consultancy contract. Either party can terminate this contract by givingÂ five (5) daysâ€™ 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)Â Â Â Â Â Payment:Â The payment for the daily wages will be madeÂ at the end of theÂ end of data collectionÂ exercise 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.g)Â Â Â Â Â 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)Â Â Â Â Â 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.i)Â Â Â Â Â Conflict of Interest:Â 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.j)Â Â Â Â Â Confidentiality and Non-Disclosure AgreementÂ (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.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 the undersigned.

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 sharing any company information unless with written approval from the undersigned.k)Â Â Â Â Â Change of terms of the contract: No amendment to this contract will be legally binding unless made inÂ writing and signed on behalfÂ 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.)
l) Legal Status: The Consultant shall have the legal status of an independent contractor.

Nothing in this contract shall render the Consultant an employee of Selistar and the Consultant shall not hold himself/herself out as such.

Accordingly, the Consultant shall not be entitled to any staff benefits.

Selistar does not commit to request services from the Consultant outside this agreement, and no payment shall be due to the Consultant by the terms of this

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

n) The Consultant shall not pledge the credit of Selistar, sign any document, enter into any Agreement, or make any promise on behalf of Selistar

.o) 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.

p) The Consultant agrees that Selistar 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 Selistar or Selistar's general activities.

q) Taxes: In accordance with the income tax act provisions, Selistar 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.

r) Life and other insurances: Selistar does not provide travel insurance cover for consultants, they are strongly advised to make their own arrangements in this regard.

Neither does Selistar provide the consultant or reimburse the costs of life insurance, disablement insurance, or other insurance benefits during the period of this Agreement.

s) 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.

t) 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.
u) 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
1) HR manager for Selistar Management Services, phone number 07487783042

2) Your immediate supervisor who in this case is the assigned Data Verification Officer.

Consultant's Signature:

Consultant's Name: Salvador Obrien

Date: 2024-10-11

Director's Signature:

Director CPHRM Group: _____

Date: 2024-10-11