

SHORT TERM CONSULTANCY CONTRACT

BETWEEN: Anne Sitati OF ID NO: 32979830 AND SELISTAR MANAGEMENT SERVICES AS A Quality Assurance Officer (**HEREIN REFERRED TO AS "CONSULTANT"**)

TERMS OF ENGAGEMENT

a) **Contract Period:** This is a fixed contract that runs for a **maximum** period of **10 LOE days** effective from **19th November 2024** and will expire on the earliest on **29th November 2024 or at the conclusive collection of data for the assigned households in your location**. 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, submission of a minimum 6 correct records. **A record is considered to be correct upon review and approval by the Data verifier.**

b) **Remuneration:** You will be entitled to a daily rate of **KES 2,000** inclusive of all logistics-related costs as broken down below:

- i. **KES 1,300** as Daily Wage (subject to all statutory deductions).
- ii. **KES 700** to cater for Logistics Related Costs (Non-Taxable)

c) **Working Hours:** The working hours will be as follows; **Monday-Saturday: 8:00 am–5:00 pm.**

d) **Roles and Responsibilities**

- 1) Visit sampled households to interview eligible respondents and collect data using a digitized prescribed tool.
- 2) Explain to respondents at the household the objectives of the assignment and the procedures involved,
- 3) Interpret interview questions to assist respondents understand them and provide appropriate answers.
- 4) Conduct extensive and thorough visual surveys of sampled households.
- 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.
- 9) Participate in daily briefing meetings.
- 10) Submit timely daily reports.
- 11) Ensure the accurate filling of the Declined consent HHs Validation forms ensuring they are signed and stamped by the Chief/Assistant Chief.
- 12) 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' 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) **Payments:** The payment for the daily wages will be made at the end of the **end of data collection** exercise following the satisfactory completion of the household data collection process as per the roles and responsibilities described in section D above. Note that only approved data will be remunerated. All data re-collected will be validated and approved if they meet the required threshold. 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 and the payment shall only be made via a bank account. You shall also bear any transaction costs associated with the payment.

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.

i) **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.

j) **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.

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) **Change of terms of the contract:** 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. You are prohibited from discussing or disclosing the contents of this contract on social media platforms. Any violation may result in the company pursuing legal action.

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) **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.

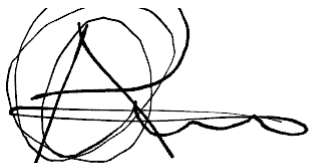
v) The contact person for the purposes of this contract

1) HR manager for **Selistar Management Services**, phone number 0748778304

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

Consultant's Declaration:

I, Anne Sitati, agree to the terms and conditions set forth in this contract.



Date: 2024-11-18

For SELISTAR MANAGEMENT SERVICES:



Name: Collince See

Designation: Human Resource

Date: 2024-11-19



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 selistarmanagement@gmail.com

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