**AGREEMENT FOR CONTRACT SERVICES**

THIS **CONTRACTUAL AGREEMENT** (hereinafter referred to as the “Agreement”), is made as of

February 2, 2024, by and between Haiti Outreach, Inc., a Minnesota nonprofit organization, (hereinafter referred to as “Contractor”) on the one hand, and HANWASH, Inc., a Florida not for profit corporation, (hereinafter referred to as “Grant Partner”), on the other hand. The Grant Partner and the Contractor are sometimes hereinafter collectively referred to as the “Parties” and individually, each a “Party.”

**W I T N E S S E T H:**

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Whereas the GRANT PARTNER is obligated to conduct certain activities to implement an Adopt-a-Well Project (hereafter referred to as the “Project”), funded by one or more Rotary Clubs and/or Rotary District(s), and wish to engage a qualified contractor for this Project.

Contractor has agreed to provide services as attributed to them and described in this contract, including any further agreements made between the Parties.

Whereas Contractor has the capability and willingness to fulfill the requirements stated above and the Grant Partner wishes to engage this entity as the Contractor to carry out certain tasks such as engaging volunteer village water management committees and conducting their management training, drilling wells, data collection, storage and management using mWater software program and its applications, and sanitation and hygiene training to facilitate completion of the Project.

Whereas Contractor has agreed to identify and employ personnel to complete the tasks specified in this agreement, and to oversee, inspect and report on the work conducted, then Contractor shall be compensated for this activity.

Whereas this is a voluntary agreement between the Parties named herein for the Contractor to provide specific services and materials to support the creation of community managed wells, along with sanitation and hygiene education in Haiti and in exchange to receive consideration as described herein.

NOW, THEREFORE, the Parties hereto, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, covenant and agree as follows:

**Article I. CONTRACT PROJECT DESCRIPTION**

The Contractor is engaged to perform the designated tasks and provide necessary personnel, documentation, equipment, and supplies to complete the activities attributed to them and described in this Agreement.

**Article II. CONTRACTOR TASKS**

**Task 1** - Contractor will contact rural community leaders in the Cavaillon commune where the Cavaillon Commune Action Plan, created earlier, shows that there is a medium to high chance of finding subsurface water for a community managed well, explain the possibility of having a community clean water well as long as the community citizens are willing to follow a management plan that includes paying for the water drawn from the well so that funds are available for its functional sustainability, and introduce participants to / and reinforce basic concepts of leadership and management of basic public services with an emphasis on the management of WASH (water, sanitation and hygiene) activities within their village. This Task is to be carried out so that a selected community is enrolled and willing to comply with this Project for their village.

**Task 2 –** Contractor will conduct the education and training of an elected volunteer well management committee for each enrolled community. In addition, Contractor will facilitate conversations around community-led sanitation with local leaders and authorities to enhance the potential for sustainability in eliminating open defecation and achieving universal coverage of sanitation in the communities covered by the Project. They will also conduct hygiene training. After both the management training and the sanitation education are completed and at least 85% of the homes have latrines, Contractor will determine whether or not the community is ready to have a well drilled in their village. If Contractor determines the community is ready, it will proceed with Task 3.

If Contractor determines that the community is not ready to have their well drilled, Contractor will discuss and explain to the Parties and the well management committee their reasoning. After that discussion, if the Contractor determines it can reasonably continue to make progress with this community with a hope of success, it will proceed with additional training. If successful, Contractor will proceed with Task 3. If not successful after this additional training, Contractor will discontinue its activity and will not complete a community-managed well in that community.

**Task 3** – Contractor will select and contract with a well drilling company that it determines is capable of drilling the community wells in conformance with their instructions, engage and oversee their services, and pay them with funds it receives from the Granting Partner. If the drilling is not successful in finding sufficient subsurface water for their community well, Contractor will consult with the local community leaders and the well drilling company to determine if a second drilling in that community may lead to success. If the decision is that it is extremely unlikely to find water with a second drilling, then it will discontinue engaging with that community. If the decision is to drill a second time and sufficient water is found at the depth a hand pump can operate, then Contractor will proceed to Task 4. If the drillings are dry after two attempts, then the community will be told that it is not possible to continue, and the process will end. The selected community will be told in advance of any drilling that this is a possibility so they will not be shocked if that circumstance occurs.

**Task 4** – Contractor regularly uses the mWater software program to capture its implementation activities in the WASH sector and trains and follows up with local people to use the mWater program to capture data on their own activities, all of which will be used to measure, document, and evaluate activities and results in respect to the Project. This Task is to be carried out in accordance with the HANWASH mWater database which is currently under development.

**Task 5 –** Upon successful completion of the community’s management and hygiene education, and the drilling is finished with sufficient water found, Contractor will complete the well with the selection of a local mason to build the well house with a steel door and lock and install the hand pump well. Contractor will also select a local painter to paint the well house the Haiti National Directorate for Water and Sanitation (“ DINEPA”) colors of blue and white and include the painting of the logos of HANWASH, Haiti Outreach, the names and/or logos of the supporting Rotary Clubs and districts, and the community’s name and inauguration dates.

**Task 6** – After the well house is completed and ready for use, Contractor will organize a well inauguration ceremony with local citizens, government and DINEPA officials, Rotary Club members, and other people appropriate to the event.

**Task 7** - Once the well is in use, the Contractor’s community development trainer assigned to that commune will inspect the well at least once a month to ensure that the rules and regulations that the well management committee created are being followed and money is being properly collected and managed. Contractor will file a monthly report by the 15th of the following month with the Grant Partner. After one year, this inspection will occur periodically for 24 months. All such inspections will be recorded in mWater as part of the Granting Partner’s monitoring and evaluation program.

**Article III. CONTRACTOR OBLIGATIONS**   
  
The Contractor shall provide all personnel, documentation, equipment and supplies necessary for the proper and complete execution of the full scope of work, as described above and in accordance with the contract budget, and ensure that, as applicable, all work meets the technical standards (called *référentiels techniques*) of DINEPA and its regional office (*Office Régionale de l’Eau Potable et de l’Assainissement Sud)* hereinafter referred to it as “OREPA Sud”.

1. KNOWLEDGE OF THE SITE AND COMMUNITIES

The signing of this contractual agreement confirms that the Contractor has obtained all the information necessary for the proper execution of the work, that it will visit the sites and communities, and that it undertakes in good faith to make every effort to comply with the work plan outlined herein. The Contractor is responsible for obtaining work permits and any other local authorizations needed to conduct its activity.

1. WORKING PROCESS

Fees or payments for works carried out that are outside the scope of work contained herein and without prior written approval by the Grant Partner may be refused payment by the Grant Partner without recourse by the Contractor.

1. SITE CLEAN-UP

The Contractor shall ensure that work sites are always in a good state of cleanliness and will be responsible for the cleanliness of the site until the provisional acceptance of the works.

1. GUARANTEE

The work shall be performed in a good and workmanlike manner. If the quality of the works is inferior to the standards generally accepted in the profession, the Contractor, at the request of the Grant Partner, shall make the necessary corrections without delay, otherwise any future payments may be denied, including any payment for work already completed.

1. INSURANCE.

The Grant Partner and the Contractor shall determine together before substantial work is begun, if the Contractor should be required to have workers compensation insurance coverage, and if so, in what amounts. The Contractor shall be responsible for the costs of such coverage.

1. HUMAN RESOURCES

The Contractor shall make good faith efforts to ensure that all workers who are engaged for this activity are treated well, operate in safe conditions, and are paid fairly for their labor. The Contractor shall promptly report all accidents at the site to the Site Manager and the Grant Partner.

1. TIMELINESS OF PERFORMANCE

This Project is expected to be completed within 12 months. If there are significant delays in this timeline, where it appears that this deadline will not be met, Contractor must inform the Granting Partner of such delays and the impact it will have on the Project’s completion within the designated time as soon as it assesses the likeliness of this to occur. At that time, all Parties will meet and determine whether to terminate the Project or to create a new deadline for the completion of the Project.

**Article IV. OVERSIGHT**

Contractor shall provide specific monitoring and evaluation of work performed by subcontractors including but not limited to any drilling contractor and to any local mason(s) hired to construct the well house. The Grant Partner shall provide general monitoring and evaluation of work performed by the Contractor and its employees and facilitate inspection and compliance with the requirements of DINEPA and OREPA Sud. Contractor shall allow access and participation by the Grant Partner in its activities to enable them to carry out their roles and responsibilities related to the Project.

**Article V. CONTRACTOR PAYMENT**

Payment to the Contractor depends on certain outcomes and drilling costs, both of which are subject to variations which can affect the total cost charged. For example, if the drilling is successful at 200 feet, the cost will be substantially different from the drilling cost at 300 feet deep.

**Outcome #1**

If Tasks #1 – 7 are completed as described above, and if the drilling is around 200 feet in depth, then the Contractor shall be compensated for work performed under the terms of this agreement, with total payments in the amount of $22,200 USD (Twenty-two thousand dollars) to be issued as shown below in “PAYMENTS”.

**Outcome #2**

If Tasks #1 – 7 are completed as described above, and if the drilling is more than 200 feet in depth to get adequate water, then the cost to HANWASH will increase from $22,200 by an additional $20 per foot beyond 200 feet. Contractor will show the drilling invoice to HANWASH to verify the additional cost.

**Outcome #3**

If only Tasks #1 – 3 are completed and no water or insufficient water is found after going to a depth of 300 feet, so that the well cannot be completed, and Contractor determines attempting another drilling hole within that community is unlikely to be successful, then the cost to HANWASH will be a maximum of $20,000, and less if they do not go 300 feet deep for some reason.

**PAYMENTS**

**First Payment**

75% of the total amount expected under Outcome #1 (or $16,500) is an advance and shall be made to initiate the project as soon after execution of the Agreement as the funds are free to be distributed to the Contractor.

**Final Payment**

A second and final payment of 25% of the total amount expected under Outcome #1 (or $5,500) shall be paid to the Contractor after the Project is completed to the satisfaction of the Granting Partner.

As described above with the different possible outcomes, the total amount will be adjusted as described in Outcomes #2 and #3, and therefore the Final Payment will be adjusted accordingly.

The Contractor shall submit two separate invoices, the first upon execution of the Agreement and the second or final invoice after the Project is declared completed by the Granting Partner.

Given the very unpredictable and volatile nature of expenses in Haiti for performing such work as described in this Agreement, Contractor will keep expenses records and report actual vs. budget amounts after the well has been successful drilled to the Granting Partner. Also, the Final Payment assumes full and satisfactory completion of the Tasks and final acceptance by the Grant Partner.

The Contractor shall take all prudent and necessary steps to complete the work within the time specified in the established schedule and notify the Grant Partner of any delays or difficulties in completing the specified Tasks. At this time, there are no monetary penalties associated with the Contractor’s performance as to schedule.

**Article VI. LIABILITY DISCLAIMER**

The Grant Partner assumes no liability for any damage to the Contractor’s personnel, documentation, equipment or supplies during the period of the Agreement, except where such damage occurred because of gross negligence or intentional acts by the Grant Partner.

**Article VII. INDEMNIFICATION**

Contractor, for itself and its successors and assigns, shall indemnify, defend, and hold the Grant Partner and their successors and assigns, harmless from and against any and all losses, costs, claims, damages, judgments, liens and/or expenses, including but not limited to reasonable attorneys’ fees, arising because of the implementation of this Agreement.

**Article VIII. MODIFICATIONS**

No agreement shall be effective to change, modify, supplement, waive or discharge this Agreement, in whole or in part, unless such agreement is in writing, including a description of such work and additional payments for such activity if necessary, and signed by the authorized representatives of all Parties or their respective successors and/or assigns. The Contractor reserves the right to make slight modifications of the various training programs, additions, or deletions of elements, that represent learnings and improvements that have been identified during with previously conducted training programs. Such modifications will not change the substantial nature of the trainings, nor will it result in increased costs, without the expressed permission and agreement by the Grant Partner.

**Article IX. APPLICABLE LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any conflict of law’s provisions to the contrary. Any legal proceedings which may arise from this Agreement shall be brought non-exclusively in arbitration and the parties hereby consent and submit themselves to such jurisdiction and venue.

**Article X. SEVERABILITY**

If any of the provisions of this Agreement or the application thereof to any persons or circumstances are held invalid, such invalidity shall not affect other provisions or applications of this Agreement, which can be given effect without the invalid provisions of this Agreement, and all provisions are declared to be severable.

**Article XI. NOTICES**

Any notices required to be given under this Agreement by either Party to the others shall be in writing and shall be transmitted by electronic mail addressed to all Parties to be notified at the following address or to such other address (or person) as such party shall specify by like notice hereunder:

**Article XII. INDEPENDENT CONTRACTOR STATUS**

Contractor’s relationship with Grant Partner does not create nor shall it be deemed or construed to create a relationship other than that of independent entities contracting with each other solely for securing the services described above. Contractor does not have the expressed or implied right of authority to assume or create any obligation or responsibility on behalf of or in the name of Grant Partner. Contractor shall have no authority to execute or to enter into any binding legal relationship on behalf of Grant Partner. As an independent contractor, Contractor is exclusively responsible for payment, with respect to the compensation, of all taxes, including, but not limited to, income tax, foreign or local taxing authorities, as applicable.

**Article XIII. Force Majeure**

None of the Parties of the Agreement shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its control, including labor disputes, civil commotions, wars, fires, floods, inclement weather, governmental regulations or controls, casualty, government authority, strikes, pandemics, epidemics, local disease outbreaks, public health emergencies, quarantines, or acts of God, in which event the non-performing Party shall be excused from its obligations for the period of the delay and for a reasonable time thereafter. Each Party shall use reasonable efforts to notify the other party of the occurrence of such an event within five (5) business days of its occurrence. If Contractor's performance is delayed over 15 days for any reason, the other Party may terminate this Agreement.

**Article XIV. MISCELLANEOUS**

1. Headings - Section headings in the Agreement are included for reference purposes only and are not to be used in any manner in determining the purpose or meaning of any provision of the Agreement.
2. Counterparts – This Agreement 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 Agreement. Any Party may deliver an executed counterpart hereof by facsimile or electronic mail (as a Portable Document Format file) to the other Party, and such delivery shall have the same force and effect as the manual delivery of an executed counterpart of the Agreement.

[SIGNATURES ON SEPARATE PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement as of the day and year above written.

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HANWASH Inc. Date

Ryan Rowe, Grant Partner Agent

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Haiti Outreach, Inc. - Contractor Date

Ceallaigh Smart, Authorized Agent