



NORWEGIAN
REFUGEE COUNCIL

THE REPUBLIC OF UGANDA
IN THE MATTER OF THE CONTRACTS ACT NO.7 OF 2010
INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (hereinafter referred to as the "Agreement") is made this **29th day of November 2021**,

BETWEEN

NORWEGIAN REFUGEE COUNCIL (NRC), a duly registered International NGO limited by guarantee in Uganda with its registered office at Kampala, UGANDA (hereinafter referred to as "NRC") of the one part;

AND

Simon Awan Mabur of Westnile UGANDA (hereinafter referred to as "the service provider") of the other part

Jointly referred to as parties

RECITALS

WHEREAS NRC desires to engage and contract a competent service provider to carry out **Skills Instructor** services under its Uganda program;

AND WHEREAS the service provider is willing and able to enter into this agreement to provide the required services on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the above recitals and the terms and conditions contained in this agreement, the parties agree as follows;

1. Appointment

NRC hereby contracts the service provider to carry out **Skills Instructor – Information and communication Technology (ICT)** services for a period of **6 Months** in accordance with the Terms of Reference set out below.

2. Term

This Agreement shall be effective commencing **1st December 2021** and shall continue until terminated at the completion of the scope of work which shall occur no later than **31st May 2022**, or by either party as otherwise provided herein.



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3. Status of Service provider

- (a) This Agreement shall not be construed to be a partnership or joint venture, and NRC shall not be liable for any obligations incurred by the service provider unless specifically authorized in writing. The service provider shall not act as an agent of NRC, ostensibly or otherwise, nor bind NRC in any manner, unless specifically authorized in writing to do so.
- (b) It is the parties' intention that the Service provider shall have an independent contractor status and not be an employee for any purposes. The Service provider shall retain sole and absolute discretion in the manner and means of carrying out his or her activities and responsibilities under this Agreement.

4. Scope of Work

- (c) The Service provider's scope of work under this Agreement shall be restricted to the district of **Adjumani**. It will cover the following areas of work: **working closely with program team to ensure teaching and learning processes are facilitated in good time and professionally in the VST of Nyumanzi with Support to Ayilo Whenever Called upon**

5. Tasks and Duties

- i) Plan and deliver daily lessons/Modules for both theory and practical lessons in accordance with directorate of industrial training frameworks and the Uganda Business and Technical Education Board (UBTEB).
- ii) Develop teaching /learning aids and other instructional materials to support training and learning processes.
- iii) Promote a safe and child friendly learning environment that is conducive for training and learning activities.
- iv) Carry out continuous assessment of youth's learners and provision of monthly progress reports.
- v) Maintain record of youth's learners including registration, participation, attendance and drop out among others.
- vi) Support learners' participation in class room, extra-curricular and Centre activities e.g literacy and numeracy, civic engagement, sporting activities etc.
- vii) Incorporate the aspect business skills training during the learning and encourage youths develop business plans.
- viii) Perform any other duty assigned by the direct supervisors.

6. Reporting

- (a) The Service provider shall report directly to the **VST Lead Instructor** under the coordination of the **Education Coordinator-Skills and Development**. NRC retains the right to inspect, stop or alter the work of the Service provider to assure its conformity with this Agreement.



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7. Obligations of NRC

- NRC undertakes to provide the following support to the Service provider for the duration of this Agreement;
- (a) The service provider will be granted access to the NRC office for all the work related to this Agreement.
 - (b) The service provider shall be granted free internet access whilst in the NRC office for the execution of the work hereunder.

8. Fees

- (a) Payment of **808,000** will be made in Uganda shillings on a **Monthly** basis after finalizing the agreed service.
- (b) **NSSF: NRC shall remit 15% of the monthly payment to the service provider NSSF. 10% of the above remittance shall be contributed by NRC and 5% contributed by the Service provider.**
- (c) **Accident Insurance:** Whereas the service provider is not eligible for health & social coverage. NRC may cover accident injury related to work.

9. Taxes

- (a) The service provider acknowledges that he/she/it is tax registered as an independent contractor and is therefore responsible for any tax obligations that may arise as a result of this agreement.
- (b) The service provider also acknowledges that the pre-determined fee payable is subject to PAYE deductions by virtue of the definition of employment in the Income Tax Act.
- (c) The service provider hereby agrees to indemnify NRC for any taxes, damages or expenses, including legal expenses that may be incurred by NRC as a result of the Consultant's failure to comply with its tax obligations.

10. Non-Disclosure

The service provider agrees not to disclose or communicate, in any manner, either during or after the service provider's agreement with the company, information about NRC, its operations, clientele or any other information that relates to the business of NRC.

11. Non-solicitation



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The service provider shall not, during the Agreement and for a period of 6 months immediately following termination of this Agreement, either directly or indirectly, call or, solicit, or take away any of the customers or clients or beneficiaries of NRC of whom the service provider became acquainted with during the term of this Agreement either for her own benefit or for the benefit of any other person, corporation or organization.

12. Non-Recruit

The service provider shall not, during this Agreement and for a period of 6 months immediately following termination of this Agreement, either directly or indirectly, recruit any of NRC's employees for the purpose of any outside business.

13. Mediation

Any controversy between the parties to this Agreement involving the construction or application of any of the terms, provisions or conditions of this Agreement shall be submitted first to mediation and then if unresolved, to binding arbitration.

14. Indemnification

The service provider shall defend, indemnify, and hold harmless NRC from any and all damages, expenses or liability resulting from or arising out of any negligence or misconduct on the consultant's part, or from any breach or default of this Agreement which is caused or occasioned by the acts of the consultant.

15. Partial Invalidity

If any provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

16. Termination

This Agreement may be terminated by either party giving to the other not less than **one-week** prior written notice. The rights to terminate the agreement without notice for material cause remains unaffected.

Any action, social and/or professional, which is considered to be professional misconduct, or deliberate poor performance or negligence of duties as outlined in the agreement, can entail immediate end of Consultancy assignment.

17. Governing Law

This Agreement shall be governed by and construed under the laws of Uganda.



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IN WITNESS WHEREOF the parties have executed this Agreement the day, month and year first above written.

ON BEHALF OF NRC:

Name: Ulrika Blom

Title: Country Director

Signature:

Date: 01/12/2021



IN THE PRESENCE OF:

Name: Eric Ndayishimiye

Title: Area Manager-West Nile

Signature:

Date: 01/12/2021

◀ SIGN HE

SERVICE PROVIDER

Name: Simon Awan mabur

Signature:

Date: 01/12/2021

In the presence of:

Name: _____

Occupation: _____

Address: _____

Signature: _____

Date: _____