Contract No. SC \_\_\_\_\_\_\_\_\_\_

Department No. \_\_\_\_\_\_\_\_\_\_

Finance No. \_\_\_\_\_\_\_\_\_\_

**CONTRACT FOR WORKING OR PERSONAL SERVICES (Permanent)**

**AGREEMENT** is made on this \_\_\_\_\_\_\_\_\_\_\_\_\_ by and between Given company (hereinafter "the Company") and \_\_\_\_\_\_\_\_\_\_\_\_(hereinafter "the Contractor") of the Given Company.

**RECITALS**

**WHEREAS,** the Given Company (hereinafter "the Company") requires the services of a duly qualified \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to perform the services specified in this Agreement;

**WHEREAS,** in the Contractor has represented that he/she has the requisite skills, expertise, qualifications and desire to perform the said services to the satisfaction of the Company;

**WHEREAS,** in the judgement of the Company it is necessary and advisable to engage the services of the Contractor;

**NOW THEREFORE,** in consideration of these recitals and premises, and the mutual convenants set forth herein, the Parties agree as follows:

**Section 1.** **Duties and Responsibilities**

The Contractor shall perform the duties in the Terms of Reference Lorem ipsum dolor sit amet, consectetur adipisicing elit, sed do eiusmodtempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam,quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodoconsequat. Duis aute irure dolor in reprehenderit in voluptate velit essecillum doloreu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum.

**Section 2.** **Work Hours**

The Contractor shall work from 7:30 - 11:30 am, 1:00 - 5:00 pm (8hours) every Monday to Friday, excluding statutory holidays observed by the Company, with lunch break from 11:30 - 1:00. The Contractor agrees to perform extended hours of work as required from time to time, without overtime pay.

**Section 3.** **Terms of Engagement**

The Contractor shall be engaged by the Company unless terminated earlier in accordance with section 10, commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Subject to the satisfactory performance of the Contractor's duties, this Contract may be renewed upon the recommendation of the Head of the Department and to be by the President/Chancellor of the Company.

**Section 4.** **Remuneration**

The Company shall pay the Contractor the total sum of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ salary for the duration of this Contract, which will be payable in bi-weekly installments of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (every 2nd and 17th day of the month).

Each bi-weekly payment of honoraria and other living allowances are exempted from deductions as applicable. Payments of salaries to full-time employees/contractors are subject to taxation and other deductions as applicable.

**Section 5.** **Assignment and Subcontracts**

The Parties agree that any assignment, subcontract or transfer of this Contract, or of any interest in this Contract, shall be void without the prior written consent of the Company.

**Section 6.** **Liability and Indemnification**

The Contractor shall assume all risk and liability for any loss, damage or injury arising from or relating to the performance of the Contractor's duties under this Contract, until completion and acceptance of work by the Company. Each Party agrees to indemnify and hold harmless the other Party for any claims arising out of this contract, except for claims resulting from its negligence or willful misconduct.

**Section 7.** **Confidential Information**

The Contractor shall not, at any time, disclose directly or indirectly to any unauthorized person, organization or body, any information, whether or not believed to be of a confidential nature, concerning any aspect of Given Company or its activities, financial conditions, policies, operational procedure or work and organizational methods or any other similar information, without the prior consent of the Company.

**Section 8.** **Termination**

The Company may terminate this Contract at any time, on account of the Contractor's willful or serious misconduct, or failure to perform the duties set out under this Contract. Notice of termination under this provision shall be served in writing and effective immediately.

For any other purpose, either Party may terminate this Contract upon thirty (30) days written notice to the Party. At the option of the Company the Contractor may be required to continue performing the Contractor's duties for a period of up to 30 days after the notice of termination is received.

**IN WITNESS HEREOF,** the Parties have executed this agreement on the day and year first above written.

**FOR Given CO** **THE CONTRACTOR:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**JOSEH JOH** (NAME)

**Date:** **Date:**

**Signed in the presence of:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**A C K N O W L E D G E M E N T**

REPUBLIC OF KENYA )

CITY OF NAIROBI ) S.S.

BEFORE ME, this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_ 2016, at the City of Nairobi,

Kenya, personally appeared:

Name Evidence of Identity Place and Date of Issue

1. Trojan Horse 17130243 Nairobi City, 1/07/16

2. Nairobi City,

known to me to be same persons who executed the foregoing instrument including this acknowledgement page and that they acknowledged to me that the same is their free and voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL.

Notary Public

Doc. No. \_\_\_\_\_\_\_\_;

Page No. \_\_\_\_\_\_\_\_;

Book No. \_\_\_\_\_\_\_\_;

Series of 2016

**TERMS OF REFERENCE**

**TITLE: \_\_\_\_\_\_\_\_\_\_\_\_**

**REPORTS TO:** The Head of the Department on a daily basis, and for any briefing or updates of any additional assignments or needed works; to report on a regular basis any completed tasks or projects and to plan further assignments required by the Company or Department.

**SUPERVISORY RESPONSIBILITY:** As may be designated by the Head of the Department from time to time.

**WORKING CONDITIONS:** The Full Time Contractor shall work a minimum of 40 hours per week such additional hours as may be necessary to fulfill his duties and responsibilities under the Contract.

**MINIMUM QUALIFICATIONS/REQUIREMENTS OF THE POSITION:** The Contractor must meet the minimum requirements to perform a specific job assignment as required by the Department.

**MAJOR DUTIES AND RESPONSIBILITIES:**

The Contractor shall perform the following duties:

1. Accept as part of this contract all terms and conditions of laws, faculty manual, school policies standards rules and regulations, and memorandum and directives of the school administration that have been or there after be promulgated;
2. Comply with all policies, rules and regulations written in this contract and in the appendices.
3. Recognize that the primary obligations under this contract is to render work/services in accordance with the number of hours and at the places as provided in the faculty manual or as may be designated by the school head. The school shall have the sole exclusive right to assign the times and places of work within the prescribed load, considering only the reference of the school as to the time and places. Any change in assignments of time and place can be made upon the express written authority of the school and any violation of this condition shall be considered as breach of the entire contract;
4. Meet the deadline set for the submission of required reports in the departments;
5. Attend all Staff meetings, academic convocations and such other official school activities at which my attendance will be required by the School Head and/or his representatives;
6. Recognize the significant contributions to the Christian Community of competent professionals and hereby commit to this noble cause;