**THE REPUBLIC OF UGANDA**

**IN THE MATTER OF THE CONTRACT ACT, 2010**

**CONTRACT OF EMPLOYMENT**

**This contract is made this day of  15th August 2025 by and between.**

**KATENDE CHRIS MARVIN** hereinafter called **“Software Developer ”** which expression shall where the context so admits include and bind his legal representatives and assigns) of the one part

**and**

**IMPACT OUTSOURCING** of Plot No.41 Martyr’s Way Ntinda, P. O. Box 11099, Kampala (hereinafter called **“the employer)** which expression shall where the context so admits and bind its successors and assigns) of the other part

Employee and the Employer together constituting “the parties” to the Consulting Contract hereinafter referred to as “the Contract” or “this Contract.”

For “**IMPACT OUTSOURCING”.**

**NOW THEREFORE THIS AGREEMENT WITNESSETH** as follows;

**GENERAL PROVISIONS:**

1. **Appointment**

The Employer hereby appoints employee as its Employee to execute the assignment outlined in a document called Key Performance Indicators. **(hereto attached and marked as “Annex 1”).**

1. **Duration**

Employee shall start the full assignment within three days (3) from the date of signing this agreement by both parties PROVIDED that deliverable of results and reports will be staggered out over the 12 months days period to allow the Employer’s submission of the various assignments in time.

1. **Contract Language**

This Contract is prepared in the English Language, which shall be considered the “Contract Language.”  All corresponds between the parties to this Contract and all reports, studies, technical data, certificates and documents pertaining to the training shall be in the Contract Language.

1. **Governing Law**

This Contract shall be governed by the laws of the Republic of Uganda.

1. **Sub Contracts**

Employee shall not conclude sub-contracts for any services within this contract.

1. **Modification and Amendments**

Should circumstances arise that require modifications of, or any amendments to, this Contract, these shall be agreed upon by both parties to the Contract in writing.  Modifications of, or amendments to this Contract must be proposed in writing and responded to by the other party within two (2) days.  If no response is received within the two (2) days period, the amendment will be considered to be approved.

1. **Entry in Force:**

This Contract enters into force upon signing by both parties, whichever comes first.

1. **Partial Invalidity:**

The invalidity of any provision of this Contract shall not affect the validity of the remaining provisions.

Any gap resulting in consequence shall be filled by a provision consistent with the purpose of this Contract.

1. **Standard of Services:**

Employee shall in all professional matters provide the services to the Employer in accordance with the best industry practice and to the best of its knowledge.  Employee shall exercise all skill, reasonable care and diligence in the discharge of its duties under this contract.  Employee shall carry out the services in conformity with common professional practices and in accordance with current and generally accepted standards.

Employee shall always act, in respect of any matter relating to this agreement as an advisor to the Employer.

Employee shall implement the assignments to such standard as can be relied upon by the Employer, the result of which shall be acceptable to the service providers and officers from Impact Outsourcing.

1. **Performance and Deliverables:**

Employee will be responsible for conducting staff training if there be any staff, shall also orient the clients upon request.

Employee is experienced, competent and qualified and able to provide the service and indemnify the Employer against any direct or indirect losses that the Employer might suffer as a result of employee’s mal-performance or non-performance of the Contract.

Employee undertakes not to disclose or divulge any information concerning the Employer, its business, affairs and assets or the Consultancy Service provided under this agreement (hereinafter referred to as “**confidential information”**) to any person whatsoever.  This obligation will not prevent employee disclosing confidential information to his professional personnel engaged in providing the consultancy services.  This provision will survive the termination or expiry of this Agreement.

Employee is expected to execute the assignments in a maximum of **24 months subject to extension to any agreeable period** from date of signing the contract with Impact Outsourcing.

**GOOD FAITH**

The employee shall at all material times act in good faith to further the goals of the employer in the scope of work.

The employee shall and should not participate in any work that is to the detriment and in direct competition with the employer’s business.

**Reports and Information**

Employee confirms that he has entered into this contract on the basis of a proper examination of the data and all other information, relating to the requirement of the Employer for the performance of this assignment, and employee acknowledges that any failure to acquaint herself with all relevant information or data shall not relieve his of his responsibility for properly estimating the difficulty or cost of successfully performing the contract.

Employee shall also furnish to the Employer, after receiving a written request for any and all such information related to the services as the Employer may reasonably request.

Employee shall deliver a detailed/summarized weekly reports to the Employer in accordance with your [annual workplan here](https://docs.google.com/document/u/0/d/1OCycDMz8UMs5EQpUUPFOsT6dEYxRfucZR70WEWfLPw4/edit).

1. **Considerations**

IIn consideration of the performance of the assignment to be carried out by the Employee, the Employer shall pay to the Employee a **monthly gross fee of UGX 800,000/= (Uganda Shillings Eight Hundred Thousand only)**. This fee covers professional services, administrative support, and logistical costs, and is exclusive of taxes.

The following payment terms shall apply:

1. **Payment Schedule:** The monthly salary shall be payable **on or after the 15th day of every month**.
2. **NSSF Contributions:** The Employer shall make separate statutory contributions to the National Social Security Fund (NSSF) on behalf of the Employee, **effective three (3) months from the commencement date** of this agreement.
3. **Performance Bonuses:** The Employee shall be eligible to receive **performance-based bonuses** for each successfully completed project, subject to evaluation and confirmation by the Employer. The amount and terms of the bonus shall be determined based on project scope and delivery quality.
4. **Salary Progression:** The Employee's gross salary shall be subject to an **increment every three (3) months**, contingent upon satisfactory performance.
5. **Probation Period:** The first **three (3) months** of employment shall constitute a **probationary period**, during which either party may terminate the agreement by giving **two (2) month’s written notice**.

### Method of Payment

The Employer shall pay the aforementioned monthly fees **directly to the Employee in Uganda Shillings**, by **cash or bank transfer**, subject to statutory deductions where applicable.

**ASSIGNMENT AND VARIATION**

Neither party shall cede, assign or transfer this Agreement or any part thereof without the prior written consent of the other.

Any variation to the terms of this Agreement may only be made if agreed to by the parties and recorded in a document signed by or on behalf of the parties and annexed hereto as an addendum.

**DISPUTE RESOLUTION**

This agreement and any disputes or claims arising out of, or in connection with, its subject matter will be governed by and construed in accordance with the laws of Uganda.

 Any dispute, controversy or claim arising out of, or relating to, this agreement including any dispute regarding its existence, its validity, or termination, (the “Dispute”) shall be submitted to senior representatives appointed by the parties, who will meet to discuss a resolution to the Dispute.

Should the persons referred to be unable to resolve the Dispute within 7 days of it being referred to them (or within such alternative period as the parties may mutually decide), then, the Dispute shall be referred to arbitration in accordance with the Arbitration and Conciliation Act (Cap.4).

 The arbitration will be before one arbitrator mutually agreed upon by the parties, but in the event that the parties are unable to reach consensus, the arbitrator shall be appointed by the President of the International Centre for Arbitration and Mediation in Kampala (ICAMEK). The decision arising out of arbitration shall be final (in the absence of manifest error or fraud).

The seat and legal place of arbitration shall be Kampala, Uganda. The arbitration proceedings shall be conducted in the English

**SEVERABILITY**

If any provision of this Agreement is invalid or unforeseeable for any reason whatsoever, such invalidity or unenforceability shall not affect the validity or enforceability of any or all of the remaining provisions of this agreement which will continue in full force and effect and be construed or constructed as if this agreement had been executed without the invalid or unenforceable provisions.

**TERMINATION  CLAUSE**

This Agreement may be terminated by either party hereto if;

This Agreement may be terminated by either party hereto if;

1. Fails to comply with any of his obligations under this contract or any supplemental to it or if he/she fails to heed the warning from either party regarding their failure to comply.
2. Fails or ceases to perform his/her duties under this agreement to either parties reasonable satisfaction.
3. Is unable or prevented from carrying out his/her obligations under this agreement through incapacity or any other cause for any period exceeding one (1) month.
4. Becomes of unsound mind
5. Commits a criminal offence.
6. Is guilty of serious misconduct or willful neglect in the discharge of his duties.
7. Is found guilty of any other act or omission which is likely to bring the other party into disrepute or which in the other party’s opinion is prejudicial to its interests.

**SOLICITATION**

The Employee further agrees that during the term of this Agreement and following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, the Employee will not, in any manner or at any time, solicit or encourage any person, firm, corporation or other business entity who are clients, business associates or referral sources of the Corporation to cease doing business with the Corporation or to do business with the Employee.

**Hiring**

The Employee agrees that during the Employee's employment with the Corporation and for a period of 3 years following the termination of this Agreement, whether the termination shall be voluntary or involuntary, or with or without cause, the Employee will not attempt to hire any other employee or independent contractor of the Corporation or otherwise encourage or attempt to encourage any other employee or independent contractor of the Corporation to leave the Corporation's employ.

**NON-COMPETITION WITH COMPANY CLIENTS**

Employee agrees that during the term of the Employee’s employment with the Corporation and for a period of 3 years following the cessation of the relationship with the Corporation, the Employee shall not provide any service to or lend any aid or device to any of the clients of the Employer.

**IN WITNESS** whereof both parties have placed their hands hereunto the day, month and year first written above.

This ………………….

Signed & delivered for and on behalf of the said:

**KATENDE CHRIS MARVIN \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**      [Software Developer]

**IMPACT OUTSOURCING           \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**                    NKURUNUNGI GIDEON [EMPLOYER]

In the presence of:         \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

                WITNESS

***Drawn by;***

*The Parties*

# ANNEX 1: KEY PERFORMANCE INDICATORS (KPIS) FOR 2025

## Business Performance

| **Category** | **KPI** | **Target** | **Frequency** |
| --- | --- | --- | --- |
| **Revenue** | Monthly Revenue Growth | ≥15% | Monthly |
|  | New Client Acquisition | 3-5 | Quarterly |
|  | Client Retention Rate | ≥90% | Quarterly |
|  | Project Profitability | ≥30% margin | Monthly |
| **Market Position** | Market Share Growth | ≥10% | Annually |
|  | Client Satisfaction | ≥8/10 | Monthly |

## Operational Excellence

| **Category** | **KPI** | **Target** | **Frequency** | **Owner** |
| --- | --- | --- | --- | --- |
| **Project Delivery** | On-time Delivery | ≥95% | Weekly | Project Managers |
|  | Quality Score | ≥90% | Weekly | Quality Team |
|  | Error Rate | <2% | Daily | Team Leads |
| **Resource Management** | Utilization Rate | ≥85% | Weekly | Resource Manager |
|  | Productivity Rate | ≥90% | Weekly | Team Leads |
|  | Capacity Planning Accuracy | ≥90% | Monthly | Operations |

## Individual Performance

| **Role** | **KPI** | **Target** | **Frequency** |
| --- | --- | --- | --- |
| **Team Members** | Lead Generation | ≥15% | Monthly |
|  | Conversion Rate | ≥30% | Monthly |
|  | Project Profitability | ≥30% | Per project |
|  | Client Satisfaction | ≥8/10 | Per project |
|  | Task Completion | ≥95% | Daily |
|  | Quality Score | ≥90% | Weekly |

## 

## Quality and Compliance

| **Area** | **KPI** | **Target** | **Frequency** |
| --- | --- | --- | --- |
| **Service Quality** | First Time Right | ≥90% | Daily |
|  | Client Complaints | <2% | Monthly |
|  | Resolution Time | <4 hours | Daily |
| **Compliance** | Audit Score | ≥95% | Quarterly |
|  | Documentation | 100% complete | Weekly |
|  | Training Completion | 100% | Monthly |

## Innovation and Growth

| **KPI** | **Target** | **Frequency** | **Owner** |
| --- | --- | --- | --- |
| **Process Automation** | 2 new processes | Quarterly | IT Team |
| **System Uptime** | ≥99.9% | Monthly | IT Operations |
| **Innovation Projects** | 4 minimum | Annually | Innovation Team |
| **Skill Assessment Score** | ≥85% | Semi-annually | Team Leads |

## 

## Acknowledgment

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acknowledge that I have:

1. Received and reviewed the IMPACT Outsourcing KPI document
2. Understand the performance metrics applicable to my role
3. Am clear about the targets I need to achieve
4. Understand the consequences of meeting/not meeting these KPIs
5. Am aware of the support and resources available to help me achieve these targets

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# Software Developer Job Description

**Job Title:** Software Developer (Software Development Unit)

**Reports To:** CEO of IMPACT Outsourcing

**Job Overview:**The Software Developer is responsible for overseeing the strategic direction, development, and operations of the software development unit. This role involves managing project teams, driving innovation, ensuring product quality, and delivering scalable SaaS solutions. The Director will align the unit's objectives with organizational goals, focusing on monetization, client satisfaction, and cutting-edge technological advancements.

**Key Responsibilities:**

**1. Strategic Leadership**

* Define and implement the strategic vision for aiDVANTAGE’s software development initiatives.
* Lead the development of SaaS-based products, ensuring they align with market trends and organizational goals.
* Develop and execute monetization strategies for products and services.

**2. Project Management**

* Oversee the development, delivery, and deployment of ongoing projects, including HRMS, Valour, IPPU, M&E Mobile App, and BubuDeal.
* Establish timelines, KPIs, and budgets for all projects to ensure timely and successful delivery.
* Manage resource allocation across multiple projects.

**3. Innovation and Research**

* Drive research initiatives, including cloud solutions, metadata utilization, and AI product development.
* Explore and integrate emerging technologies to maintain a competitive edge in the market.

**4. Team Leadership and Collaboration**

* Build and lead high-performing development teams, fostering a culture of innovation, accountability, and collaboration.
* Mentor team members to enhance their skills and ensure alignment with organizational objectives.
* Coordinate with sales, marketing, and other departments to support cross-functional goals.

**5. Client and Stakeholder Engagement**

* Collaborate with clients to understand their requirements and customize solutions accordingly.
* Ensure exceptional client satisfaction by delivering high-quality, scalable solutions.

**6. Financial Management**

* Quantify financial impacts (direct and indirect) for all projects.
* Develop revenue generation strategies, including SaaS monetization and subscription models.
* Monitor project budgets to ensure cost efficiency.

**7. Quality Assurance and Compliance**

* Implement quality assurance processes to ensure product reliability, scalability, and security.
* Ensure compliance with relevant software development standards and regulations.

**Qualifications:**

**Education and Experience**

* Master’s degree in Computer Science, Software Engineering, or a related field.
* 8+ years of experience in software development, with at least 3 years in a leadership role.
* Proven track record of delivering SaaS solutions and managing large-scale software projects.

**Skills and Competencies**

* Strong leadership and team management skills.
* Expertise in cloud computing, AI, and software architecture.
* Excellent problem-solving and decision-making abilities.
* Strong communication and stakeholder management skills.
* Financial acumen for project budgeting and monetization strategies.
* Proficiency in agile methodologies and project management tools.

**Preferred**

* Experience with emerging technologies such as AI and blockchain.
* Knowledge of SaaS business models and subscription-based monetization.