

**CONTRACT**

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| Between | ALEX KIRUI |
|  |  |
| And | NAIROBITS TRUST |
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| Commencement Date |  |
|  |  |
| End Date |  |

1. **Purpose**The consultant is entrusted by NairoBits Trust to develop and animation film as per the brief shared on 23rd November 2016. The Brief is part of this contract**.**
2. **Duration of Contract**

This contract is valid for 60 days unless the contract is extended or terminated earlier in accordance with the terms of this contract in written form.

1. **Location of Service**

The main location of service is Nairobi.

1. **Payments**

The consultant will be paid in Kenya Shillings on assignment basis, by bank transfer. 40% payment will be remitted prior to the start of the assignment and 60% will be remitted after successful completion of the project. Payment for this consultancy includes a professional fees of Ksh.114,000 and Ksh.6,000 as statutory taxes. With payment all claims are settled. Invoices and receipts must be submitted for payment made.

1. **Agreements for services**

The consultant agrees to deliver services to the agreed timescales and quality in accordance with the agreed terms.

The consultant is not entitled to sub-contract work under this contract unless expressly stated in writing by in advance.

The consultant is not entitled to change members of the proposed consultancy team (as of the application) unless Nairobits agrees in writing to a new team member.

The consultant is not an agent of Nairobits and (unless otherwise agreed in writing) is not entitled to make contracts or enter into any engagements on behalf of Nairobits

The consultant is responsible for arranging and paying for their own personal insurances, like accident insurance, medical insurance, and pre-travel medical arrangements, if any.

The time management within the contract period is the sole responsibility of the consultant.

1. **Confidential Information**

The consultant agrees to his duty to treat all data concerning his/her task confidentially. All documents and oral information provided by Nairobits to the consultant are to be treated confidentially. The duty to observe secrecy about internal affairs or affairs which go along with the fulfilment of the contract, remains valid after finalizing the contract.

1. **Warranty and Non-Discrimination**

The consultant will warrant that all his work is original, that it shall not be defamatory and shall not infringe the rights of any third party or be in any way unlawful.

The consultant will respect the rights of all children and persons he/she is in contact with in the context of the assignment and will treat them with respect irrespective of their age, sex, martial status, sexuality, religion, religious belief, colour, race, ethnic or national origin or any disability which they may have. The consultant must not bully, harass or otherwise unlawfully discriminate against any person.

1. **Press and Media**

All media work must be approved beforehand by Nairobits. Any news release, public announcement, advertisement or public statement to be released in connection with the assignment must have the prior written approval of Nairobits.

1. **Contractual Penalty**

Should the consultant not implement the assignment according to the agreed terms within the agreed timeframe, as laid down in 2, a contractual penalty of 20% of the total payment for this assignment will be applied, if this is not the responsibility of Nairobits or if there is no prior written agreement on an extension of the timeframe.

1. **Copyright**

Nairobits is the proprietor of all results affecting this contract (e.g. reports, material etc.).

If the consultant prepares a database as part of this assignment, an electronic copy of it will be handed over to Nairobits and all rights to it remain with Nairobits. The consultant is strictly prohibited to forward to a third person, to copy or even to publish results or parts of results without the written approval of Nairobits

1. **Assignation and allotment**

The consultant must not assign any claims resulting in connection to this contract to any third party.

1. **Subsidiary Agreement**

Because this contract is not a contract of employment, the consultant will be treated as an independent self-employed contractor.

This contract is governed by Kenyan law.

This contract will be issued in duplicate form. Each party will receive one signed copy.

All future amendments and addenda are valid in writing only.

1. **Force Majeure**

If either party is prevented or delayed in the performance of any of its obligations under this agreement by force majeure (which for the purposes of this Agreement shall mean any circumstance beyond the reasonable control of the party affected thereby) then such party shall give written notice to the other party specifying full details of the reason for force majeure and provide such evidence as may be available. In addition it shall estimate the period for which the delay is expected. In these circumstances the party shall not be liable for the performance by the stipulated date and shall negotiate an adjusted timeframe.

1. **Termination**

Either party shall be entitled to terminate this Agreement at any time by giving not less than **5 working days** written notice and reasons for termination to the other. Either party may at any time terminate this Agreement by giving written  notice to the other if the other party commits any breach of these conditions and (if capable of remedy) fails to remedy the breach within 30 days of being required by written notice to do so. Nairobits shall also be able to terminate this Agreement at any time if in its reasonable opinion any activity by the contractee is likely to bring the organizationinto disrepute.

Upon termination of engagement, the contractee must provide such co-operation and information as may be reasonably requested, including assisting in a smooth handover of any ongoing work. S/he must immediately return 90% of the total amount of instalment paid and any items of coordination office property, including but not limited to any documents and copies of documents as well as data collected during this assignment. The contractee should forward any electronic materials from her/his own computer and then irretrievably delete them.

1. **Final Agreement**

If a provision of this agreement is or becomes illegal, invalid, or unenforceable in any jurisdiction, this shall not affect the validity or enforceability in that jurisdiction of any other provision of this agreement, or the validity or enforceability in other jurisdictions of that or any other provision of this agreement.

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| .  1.For: Management Team  Nairobits  *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*  Date |  | C:\Users\Aleka4\Desktop\Nairobits\6.tif  2. Alex Kirui  **29/11/2016**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |