



## **INDEPENDENT AGREEMENT FOR CASUAL WORK ENGAGEMENTS**

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This Agreement (the “Agreement”) is entered into March 17, 2022 (the “Effective Date”), by and Rwanda ICT Chamber, a company incorporated in Rwanda (“Company”) and the casual worker namely UMUTONIWASE Jeanne Gentile (the “trainer”), collectively “the Parties.”

### **1. DEFINITIONS**

- 1.1. A casual worker in this agreement is defined as a trainer who is engaged to work only on an “as and when” required basis.
- 1.2. A casual work engagement is defined as a discrete period of casual employment that starts and finishes within a short period of less than four months.

### **2. COMMENCEMENT/TERM**

The position will commence on 17 March 2022. The trainer acknowledges that the position is a casual “as required” position.

### **3. OBLIGATION OF ICT CHAMBER**

- a) ICT chamber will provide the place/ link for training of the place designated
- b) ICT chamber will provide the report format to be used by the trainer
- c) ICT chambers will pay the trainer a gross amount of FRW 172,500 including 15% withholding tax. and the payment will be made upon the completion of training and submission of report for four training sessions as scheduled by ICT Chamber. This amount will be sent to the trainer’s bank account with the following details:

Bank name: Equity Bank

Acc number: 4008111324581

Account name: UMUTONIWASE Jeanne Gentile

#### **4. OBLIGATION OF THE TRAINER**

The following will be the obligation of the Trainer but may be modified and updated by the ICT Chamber following the consultation with him

1. The trainer will be carrying out training both physical and online to iWorkers across the country. The trainings will be about WordPress covering the following topics:
  - a) understanding what is Wordpress
  - b) Installation of wordpress and Xampp to run it on localhost
  - c) Dashboard OverView on users, Theme ,plugins and understand Dashboard features
  - d) Installation of demo template, customize contents, fonts, colors ,sections, forms and pages
  - e) Practice : Customize Magazine website which allow to add post and add comments to the post created
  - f) Practice 2: Customize E-commerce by wooCommerce adding products to the website, configure payment etc.
2. The Trainer will provide a report after each training that shows:
  - a) Number of participants of the training per session
  - b) Location of the training
  - c) Objectives of the training
  - d) Expected outcomes of training
  - e) Topics covered
  - f) Methodology used to conduct the training
  - g) Key lessons learned during the training
3. The trainer will provide a report on iWorkers mentored and their updates

#### **5. REPORTING**

You will report to iHuzo Project Manager, Ms. Consolata NAKURE or to any other person designated by the ICT Chamber. The reporting format will be shared with you.



## **6. RELATIONSHIP WITH THE CHAMBER**

Nothing in this Agreement shall be construed to create a principal-agent relationship between iWorker and the ICT Chamber. The trainer does not have the authority to bind the Company in any manner whatsoever.

## **7. CONFIDENTIALITY**

During the course of this Agreement, it may be necessary for the ICT Chamber to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to the trainer for the trainer to complete the Duties and Responsibilities. The trainer will not share any of this proprietary information at any time. iWorker also will not use any of this proprietary information for his/her benefit at any time. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

## **8. TERMINATION AND SUSPENSION**

The minimum period of notice for termination by either party shall be 2 working days' notice. The ICT Chamber may give pay in lieu of all or part of the notice period. If the agreed period of work is 2 working days or less, the agreement may not be terminated early except by the ICT Chamber where there are grounds for immediate termination, such as serious misconduct. The ICT Chamber will be entitled to suspend the iWorker where it is reasonable and appropriate to do so, including when the ICT Chamber has grounds for suspecting serious misconduct by the iWorker or where there is a health and safety risk. Suspension will be on pay during any period the parties have agreed the ICT Chamber will work and shall not prevent employment expiring at the end of the agreed period of work.

## **9. REPRESENTATIONS AND WARRANTIES**

Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any



other person, organization, or business or any law or governmental regulation. The trainer further represents that he/she is duly authorized to work in Rwanda and is of legal age to work.

#### **10. INDEMNITY.**

The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees, and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.

#### **11. LIMITATION OF LIABILITY**

Under no circumstances shall either party be liable to the other party or any third party for any damages resulting from any part of this agreement such as, but not limited to, loss of revenue or anticipated profit or lost business, costs of delay or failure of delivery, which are not related to or the direct result of a party's negligence or breach.

#### **12. WAIVER**

The failure by either party to exercise any right, power, or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power, or privilege.

#### **13. LEGAL AND BINDING AGREEMENT**



This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding in Rwanda. The Parties each represent that they have the authority to enter into this Agreement.

#### **14. GOVERNING Law AND JURISDICTION**

The Parties agree that this Agreement shall be governed by Rwanda law.

#### **15. DISPUTE SETTLEMENT AND DISPUTE RESOLUTION**

Should any dispute arise between the parties hereto with regard to the interpretation, rights, obligations and /or implementation of any one or more of the provisions of this Agreement, the parties shall in the first instance attempt to resolve such disputes by amicable negotiation.

Should such negotiations fail to achieve a resolution within a period of seven (7) days, either party may refer the case to Kigali International Arbitration Center (KIAC) before a single arbitrator in accordance with the KIAC Rules. and the cost of arbitration shall be borne equally by the Parties The decision of the arbitrator shall be final and binding on the Parties and Parties agree to be bound by it.

Arbitral award rendered by the arbitrator shall be entered in any court of competent jurisdiction as judgment. No award of punitive damages by the arbitrator may be enforced.

#### **16. MODIFICATION OF AGREEMENT CLAUSE**

The parties may modify the terms of this agreement to accommodate terms and conditions associated with Work. Any such modification shall be in writing and signed by both parties, hereby being and addendum to this Agreement.

#### **17. ENTIRE AGREEMENT**



The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. If the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

For and on behalf of Rwanda ICT Chamber

Mr. Alex NTALE/Chief Executive Officer

Signature: \_\_\_\_\_ Date: **March 17, 2022**

For and on behalf of the iWorker

UMUTONIWASE Jeanne Gentile

Signature:

A handwritten signature in blue ink, appearing to read 'Jeanne Gentile', is written over a faint, light blue rectangular stamp. The signature is fluid and cursive.

Date: **March 17, 2022**