

CONSULTANCY CONTRACT

This contract is between Revival Gateway of Plot 75, Bukoto Street, Kamwokya, Kampala, Tel: +256-772-766-829. Email: johnmoli@gmail.com. (hereinafter referred to as the "Client").

AND

Pahappa LTD of Plot 153, Muteesa II road, Kampala Uganda. Email: info@pahappa.com. Mobile: +256-774-733492. ("Hereinafter referred to as the Consultant").

Background to the Assignment

It is the will of God for every human being to come to the knowledge of Jesus Christ, get saved and live a purposeful life in Christ. With the advent of globalization and the internet revolution, online applications are proving to be one of the most successful ways of reaching masses of people all over the world. The purpose of Revival Gateway project is to create an online environment for registered Christians to have a simpler way of spreading the word of God and praying for friends, family and their respective countries through a mobile app and corresponding website.

With that background, to achieve this, Revival Gateway aims to develop a mobile and web application. The modules to be included are.

- Daily Devotionals
- Prayer Altar
- Evangelism
- My Church
- Events
- Revival Updates

The implementation of the above-mentioned project will use agile methods of Rapid application development and extreme programming, which focus on small and testable releases within short periods of time.

Purpose of the consultancy

To develop an application that will help Christians spread the word of God. The modules will be grouped as follows:

- Daily Devotionals
- Prayer Altar
- Evangelism
- My Church
- Revival Bookstore
- School of Ministry
- Events
- Revival Updates
- Partners

The modules Revival Bookstore, School of Ministry and Partners will be in the second version of the application development.

The Specific Objectives of the Consultancy

In developing the application, Revival Gateway plans to achieve the following.

1. A web and app tool that registers users, manages user data and able to capture referred people
2. A web and app tool that that displays data in many languages
3. A tool that manages daily devotionals for users
4. A web and app tool that displays daily devotionals to a user based on his/her selection
5. A web and app tool that helps users add, mark answered prayer requests both individual and in groups.
6. A tool that helps add different time zones in a prayer alter
7. A web and app tool that helps add time watches, and a user subscribe to a time watch
8. A tool that will design a flow in which a person will take steps to get born again
9. A web and app tool where a Christian will add people who he/she wants to convert
10. A web and app tool to view and create churches
11. A web and app tool to that shows programs in a church
12. A tool that creates and removes groups in a church
13. A tool that adds and removes members from a church
14. A web and app tool that creates and views sermons of a church
15. A web and app tool that creates and views devotionals created by a church
16. A web and app tool that creates and views events
17. A web and app tool that allows a user who has created an event to promote the events trough the users of the application (Have the event being paid for to promote it)

Responsibilities of the Consultant

1. Development of a web and an app based on the requirements described by the client, under the modules specified above
2. To provide after sale services to the client for six months from the date of customizing the management system as a guarantee.
3. To draw a working schedule and program for the development of the system
4. To offer training to intended users on developed system
5. To promptly update Revival Gateway on the progress of the development of the management system
6. To give all the copy rights of the application to Revival Gateway.

Responsibilities of Revival Gateway

In the course of the assignment, Revival Gateway will perform the following roles.

1. Revival Gateway will avail all the necessary information relevant for the assignment.
2. Work with the consultant to develop a realistic program for the assignment
3. Ensure quality control and effective time management
4. Review the inception report and provide feedback to the consultant
5. Ensure quality control and effective timely delivery of the deliverables
6. Organize meetings with the consultant aimed at discussing the development of the system.
7. Provide the consultant with any other assistance needed to complete the assignment
8. Revival Gateway to timely meet their financial obligation towards the contract.

Commencement and Duration

The Assignment will commence on the 2019 and will last a total of working days from the date of commencement. The consultant will report directly to the of Revival Gateway on the general performance of the consultancy. For purposes of operation and support during the exercise, the consultant will be directly supervised by the The web-based module should have been submitted by the day of the accepted time frame.

Financial Arrangements

1. For purposes of delivering on the assignment, and in accordance to Revival Gateway's budget, the consultant shall be paid a total sum of **13,000,000/= (Thirteen million shillings only)**.

Development methodology and Payment terms

The system will be implemented using the best practices of Agile systems development. In doing so, Revival Gateway emphasizes short and testable sprints. Upon completion of a sprint, it may be rolled out to production environment upon their discretion.

See below the level of effort required and the corresponding billing schedule

No.	Module	#Hours	#Billed	Rate	Total
1.	User Management	85	40	50,000	2,000,000
2.	Daily Devotionals	85	40	50,000	2,000,000
3.	Prayer Altar	85	40	50,000	2,000,000
4.	Evangelism	85	40	50,000	2,000,000
5.	My Church	100	50	50,000	2,500,000
6.	Events	100	50	50,000	2,500,000
				SUB TOTAL	13,000,000
				TOTAL AMOUNT	13,000,000

That it should be noted, payment of the subsequent installments shall only be met if Revival Gateway has received narrative and financial reports, accountabilities, written acknowledgement of receipt of all previous installment, signed by the person authorized to do so.

Responsibilities, Change Control and Dispute Settlement: Revival Gateway and the Consultants

Revival Gateway and the Consultant will have the following responsibilities to each other

1. Consultations initiated by any party may be made any time within the timetable to discuss details on any issues that may crop up in the course of the assignment/activities.
2. No variations in the terms of scope of this contract Agreement shall be valid or binding unless previously expressly agreed in writing by the consultant and Revival Gateway, in the form of a letter entitled "Contract Amendment No."
3. Revival Gateway takes no responsibility for work done outside the contract.
4. Revival Gateway and the Consultant will notify each other promptly of any situation or event as a result of which it ceases to be reasonably practical to proceed with the assignment in the timing or manner expected, in which event, this agreement will be suspended or terminated.
5. The consultant will be responsible for notifying and agreeing with Revival Gateway through the CEO, any significant changes in the assignment that occur.
6. Revival Gateway and the Consultant will endeavor to resolve any disputes that may arise by mutual consent unless otherwise resolution will be sought through arbitration or Courts of law.

Penalty Clause

The Consultant agrees to undertake this assignment following the defined scope and within the agreed time schedules. Failure to perform or complete the work on time will attract withholding of payments and any liquidated damages. Therefore, delivery after the agreed schedule of assignment will be subject to a deduction from invoice of 0.1% per day or part thereof of the total value of the contract.

Disputes

In the event of any dispute, disagreement or conflict arising out of or in connection with this agreement the following procedures will be followed:

1. In the first instance a meeting will be held between the partners between whom the disagreement has arisen. The meeting will include those directly involved in the disagreement along with the partner representatives named in the agreement.

2. If this meeting fails to reach an amicable and mutually agreeable settlement an external mediator, acceptable to both parties, will be identified and a mediation process will be followed. This may involve individual meetings with the mediator followed by another meeting of the partners involved with the mediator.
3. In the event that an amicable settlement of disputes as stipulated in clause 2 fails, the dispute shall be settled in accordance with the laws of the Republic of Uganda.”

Other Contract Provisions

1. Nothing contained in this agreement shall be construed or have effect as constituting a relationship of employer or employee or principle and agent between Revival Gateway and the consultants or any of their staff.
2. Revival Gateway reserves the right to suspend or terminate this agreement without compensation if the consultants are in breach of its terms and condition.
3. Revival Gateway indemnifies the consultant from professional liabilities arising from this Contract.
4. While carrying out this contract, the consultant will report to the CEO Revival Gateway.
5. All necessary medical insurance cover for the consultant will be arranged by himself. Personal effects/equipment will be used for this work is the responsibility of the consultant and Revival Gateway will not be held responsible for any damage to or theft of such effects/equipment.
6. The consultant will be responsible for any taxes related to income received as a result of this exercise. All Parties agree to abide by local and national laws including timely submission filling of all statutory requirements and returns as far as they relate to this agreement (e.g. VAT, NSSF, PAYE for their staff.
7. Revival Gateway strives to maintain the highest standard in our work and in the day-to-day conduct of our employees, partners and consultants. We are strongly against any form of discrimination, sexual exploitation, violence, intimidation, misuse of funds/alcohol/drugs, or harassment of any kind. And as such, the Revival Gateway Code of conduct will be part of this contract.
8. Any information pertaining to the contract and the resultant report is highly confidential and the sole property of Revival Gateway and shall not be used by any third party without the prior consent of the owner. Should the consultant wish to publish or use in any way, any part of the work, permission should first be sought from Revival Gateway and will be acknowledged as appropriate.
9. This agreement does not permit the use of copyrighted materials (including logos) without the written permission of the partner(s) concerned.
10. Intellectual property (e.g. stories, case studies joint research, publications, data technologies) resulting from the collaboration will be owned by Revival Gateway, but both parties may use

each other's intellectual property that is directly attributable to the collaboration, with prior permission and acknowledgement.

General

- 1.1. No remedy conferred by this agreement is intended to be exclusive of any other remedy which is otherwise available at law, by statute or otherwise.
- 1.2. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law, by statute or otherwise, and
- 1.3. the election of any one or more remedy by any Party shall not constitute a waiver by such Party of the right to pursue any other remedy.
- 1.4. If any provision of this Agreement which is not material is not material to its efficacy as a whole is rendered void, illegal or unenforceable in any respect under law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 1.5. This Agreement constitutes the sole record of the agreement among the Parties in relation to the subject matter thereof.
- 1.6. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded in this Agreement.
- 1.7. No addition to or variation, novation or agreed cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of all the parties.
- 1.8. No indulgence or extension of time which any Party ("Grantor") may grant to any other shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the Grantor in terms hereof, save in the event and to the extent that the Grantor has signed a written document expressly waiving or limiting such right.
- 1.9. Without prejudice to any other provision of this Agreement, any successor-in-title including, without any limitation, any executor, heir, liquidator, judicial manager, curator or trustee, of any Party shall be bound by this Agreement.
- 1.10. This Agreement supersedes and replaces all prior commitments, undertaking or representations, whether oral or written, among the Parties in respect of the subject matter hereof.
- 1.11. Save as expressly provided in this Agreement, no Party shall be entitled to cede, delegate and /or assign all or any of its rights and/or obligations under this Agreement to any third party without the prior written consent of the other Parties.

By way of accepting these provisions, a confidentiality agreement will be signed and annexed to this contract.

In witness whereof the undersigned duly authorized representatives of Revival Gateway and Pahappa LTD have fully agreed to abide by the arrangements made and conditions set in this partnership agreement and its annexes and the parties have here to set their signature in two original copies at the place and on the day below written.

Key Signatories

For Revival Gateway	For Pahappa LTD
.....
Name:	Name:
.....
Designation	Designation
.....
Place & Date	Place & Date
.....
Stamp of organization	Stamp of organization
.....

Witnesses

For Revival Gateway	For Pahappa LTD
.....
Name:	Name:
.....
Designation	Designation
.....
Place & Date	Place & Date
.....

CONFIDENTIALITY AGREEMENT

In your role at Revival Gateway you will be dealing with confidential information relating to some of our donors' personal and financial situations, as well as having access to our database of supporters.

By signing this document, you indicate your understanding of the sensitive and confidential nature of this data, as well as your agreement that you will not copy, discuss or pass on any of this information outside Revival Gateway, and only to relevant parties within Revival Gateway.

Signed:

Date:

.....

Code of Conduct

To accomplish the objectives of this Partnership and to confirm our commitment to a healthy and transparent working relationship, we agree to the following Code of Conduct:

Our work together

- We will make integrity a priority in our working relationships.
- We will exercise care and professionalism in the work of the Partnership.
- We accept that conflict can arise in this work. We will work through disagreements willingly and without being disagreeable. We will respectfully raise our differences and work to prompt and equitable resolutions.
- We will treat each other as equals.
- Because we are working as partners and equals, Parties will not seek to force any other Member to a decision or commitment. Our working relationships will be based on persuasion and our common goals.

Honest communications and honoring commitments

- We will freely share information regarding our common work and will not withhold information without substantial justification.
- We will honor schedules made with other Parties to expedite the joint work in this Partnership.
- We will work together as partners, communicating honestly, openly and maintaining flexibility.
- We will freely disclose our interests in or bias about the outcome of any matter being discussed among the Parties.
- The records of the Partnership will be open and accessible for the Parties
- We will respect the confidentiality of any information shared between parties.

Decision making

- We will attempt to solicit the views of all Parties before important decisions are made. In so doing, we will listen responsively and help each other towards our common goals.
- We will respect the bona fide interests of all Parties and seek actions that both advance the goals of the Partnership without requiring compromise of a Party's key interest.