

Columbia Global Center | Africa

CONFIDENTIAL

June 12, 2014

CGCA/HR/NRO/00048/NJU/2014

Mr. Josiah Njoroge Njuki
Software Engineer-MODI LABS
CGC | Africa
Nairobi

Dear Mr. Njuki

Contract of Service

Nationally Recruited Staff

I am pleased to offer you a Contract of Service in the Columbia Global Center in Eastern & Southern Africa ("the Center"). This offer is in accordance with the terms and conditions specified below and subject to satisfactory references being received by the Center; your being prepared to work for any of the Center's affiliates and in such places as you may be assigned from time to time; all information related to your experience, qualifications and abilities supplied by you to the Center being complete and correct in all respects; your agreeing to abide by the Human Resources Manual of the Center ("the Manual"), rules, regulations, instructions, personnel practices and policies of the Center and any changes therein which may be adopted from time to time by the Center provided that if there is any inconsistency the terms of this Contract shall prevail; and your acceptance of the terms contained in this Contract.

1. General Employment Conditions

1.1 You are being employed to serve the objectives of the Columbia Global Center in Eastern & Southern Africa, which will operate under the host-country agreement between the Center and the Government of the Republic of Kenya. Your general employment conditions and benefits will be regulated by the Center's Human Resources policies and procedures as they apply for its Contract of Service employees and Nationally Recruited Staff, together with those that are specified in this letter of appointment.

1.2 Any breach of the terms of the Human Resources Manual shall constitute a breach of the terms of this Contract. However, in the event of a conflict between the terms of this Contract and the Human Resources Manual, the terms of this Contract shall prevail.

1.3 You must inform the Center of any changes in your personal circumstances such as change of address and/or telephone number, next of kin, bank details, dependents or marital status.

2. Function

2.1 Your job title is Software Engineer-MODI LABS reporting to the Center Director, or to such other person as the Center may appoint and notify you from time to time.

2.2 You will perform, at a minimum, the duties more particularly set out in the Terms of Reference or Job Description designated for your job title, which may be amended from time to time by mutual agreement in writing of both parties hereto provided that minor variations shall not require a formal amendment of the job description in writing.

3. Place of employment

3.1 Your duty station will be the Center's headquarters in Nairobi, Kenya.

4. Tenure of Appointment

4.1 Your employment will commence on **July 1st, 2014**, and unless earlier terminated in accordance with the provisions of clause 13 below shall continue for a period of one year, and thereafter ending on **June 30th, 2015**.

4.2 Renewal of this contract is subject to the quality of job performance, relevance of the position and availability of funding.

6. Hours of Work

6.1 You will devote your official hours of work to the business of the Columbia Global Center in Eastern & Southern Africa as established in the Center Human Resources Manual and will refer to the rules stipulated in said Manual for any absence from work.

6.2 You shall be required to work at such other times as the Center may reasonably require to meet the needs of the Center at no extra pay.

7. Remuneration

7.1 You will receive a monthly remuneration of **KES 150,000**.

7.2 Payment will be issued in Kenyan Shillings at the end of each month as stipulated in the Center Human Resources Manual.

7.3 Final payment must be upon certification by the supervisor that the employee's assignment has been satisfactorily completed.

7.4 There is no contractual entitlement to any increase in your salary but you shall be informed in writing where there is any change to your salary.

7.5 The Center shall make such contributions and deductions from your salary, allowances and benefits as may be required by Kenyan law. To the extent that any of the benefits are taxable you will be responsible for all those liabilities.

8. Other Benefits

8.1 As an employee under Contract of Service, which in accordance to the Center Human Resources Manual is a lump sum contract, you are not eligible for any benefits or allowances other than those outlined in this contract.

8.2 Details of the terms and conditions of any applicable benefits can be found in the Center's Human Resources Manual.

9. Expenses

If you are required by the Center to travel on business, such travel will be governed by conditions put forth in the Center's Human Resources and Finance and Administration manuals.

10. Leave

10.1 You are entitled to 30 work days of Annual Leave per year. This is accrued at a rate of 2.5 days per month worked.

10.2 Any leave not taken will not be compensated or monetized at the end of this contract.

10.3 All provisions governing Annual Leave, Sick Leave, Maternity Leave and other forms of leave are contained in the Center Human Resources Manual.

11. Medical Cover

11.1 Subject to your health being acceptable to the Center's health care providers, you shall be entitled to participate in the Center's medical scheme.

11.2 You may be required at any time to undergo a medical examination by a doctor of the Center's choice the cost of which will be borne by the Center.

11.3 Center cannot be held responsible for the administration of the contracts held with the provider supporting the insurance.

12. Intellectual property rights

All rights, including patents and copyrights, in any work, invention or scientific discovery developed while in the services of the Center by staff members are vested in the Center.

13. Termination of Contract

13.1 This Contract may be terminated by either party giving to the other a one (1) month's written notice or payment in lieu thereof without the necessity of giving any reasons therefor.

13.2 The Center shall be entitled to terminate this Contract upon the occurrence of any of the events contemplated in the Center Human Resources Manual.

13.3 Your employment may be terminated by the Center forthwith at any time after due compliance by the Center with the prevailing requirements of the Employment Act, without notice or payment in lieu of notice if you commit a breach of any material obligation of this Contract including violation of the Center's policies and regulations and failing to remedy such breach (if capable of remedy) within five (5)

days from the date of a written notice from the Center requiring you to do so; or are guilty of an act of gross misconduct as provided for under the Employment Act which would entitle the Center to summarily dismiss you.

14. Consequences of Termination

You will refer to the Center Human Resources Manual for matters referring to the Consequences of Termination of this agreement.

15. Dispute Resolution

You will refer to the Center Human Resources Manual for the rules and procedures for Dispute Resolution.

16. Amendment

No amendment, modification or alteration to this Agreement shall be effective unless it is in writing and signed in the same manner as this Agreement.

17. Governing Law

This Agreement shall in all respects be governed by and construed in accordance with the laws of Kenya and the Parties submit to the exclusive jurisdiction of Kenyan Courts.

If you agree to the above terms and conditions of employment, please sign the statement below, retain a copy and return the duplicate of this letter to the relevant responsible person as soon as possible. In the meantime, if you have any query, please do not hesitate to contact the Center.

Yours sincerely,



Belay Begashaw

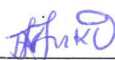
Director, Columbia Global Center | Africa

Declaration of Acceptance

I JOSIAH NJUKI hereby declare that I have read and understood the terms and conditions set out in this contract of service dated June 12, 2014, as well as the Terms of Reference for the position and the Columbia Global Center | Africa Human Resources Manual.

I hereby agree to accept these terms and conditions of employment. I agree to perform to the best of my ability, experience and skills, all of the duties that may be required by the express and implicit terms of this employment, to the satisfaction of my employer, Columbia Global Center | Africa.

Full name JOSIAH NJOROGE NJUKI

Signature 

Date 13/06/2014