

**COMPASSION INTERNATIONAL KENYA**

**INFORMATION CLOUD SOLUTIONS LTD  
P.O. BOX 8765 - 00100  
NAIROBI**

**1<sup>st</sup> APRIL 2012**

**AGREEMENT FOR THE DEVELOPMENT & INSTALLATION  
OF A HEALTH MANAGEMENT INFORMATION SYSTEM**

THIS AGREEMENT is made the day of 1<sup>st</sup> April 2012 BETWEEN COMPASSION INTERNATIONAL an International Non-Governmental Organization registered in Kenya and of Post Office Box Number: 55379-00200, Nairobi in the Republic of Kenya (hereinafter called "Client" and Information Cloud Solutions Ltd of Post Office Box Number: 8765-00100 Nairobi aforesaid (hereinafter called "The Developer" of the other part.

The developer has been awarded a contract by Compassion International, Kenya to develop and Install a Health Management Information System for Compassion International Inc. ("the Client") upon the terms and conditions hereinafter appearing.

**NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:**

Commencement and duration

This agreement shall commence on the date it is signed and last for the period of one year.

**WHEREAS:**

The developer and client hereby shall agree that subject to the other conditions contained in this agreement, the developer will design and install a Health Management Information system for the client at the fee stated in the price schedule below.

General

This agreement constitutes the entire agreement between the developer and the client in respect of support services of the software supplied by the developer.

Description of Deliverables:

- A. Requirements, Design, Analysis of HMIS Software:
  - System Administration
  - Profile & User Management
  - Beneficiary Management
  - HIV Claims Management
  - Health Claims Management
  - Health Screening Management
  - Project & Cluster Management
  - User and Management Reports
- B. CIK Project Tool – Management of Data offline at the project
- C. System Deployment – JAVA Configuration, Tomcat Webserver Configuration, Database Scripts Generation/Backups
- D. Systems Integration

### Responsibilities of the “Developer”

- A. Design and implementation of a Health Management Information system.
- B. Including installation, set-up and configuration, data migration, testing and debugging.
- C. Training of 5 system users in Compassion International.
- D. Free System support, information and manuals for one year warranty period.
- E. Any additional modules/Modification on the System shall be at a negotiated fee.

### Support Services

The developer shall provide free technical support, training or consultation services during the one year warranty period on normal working hours which are currently 8.00 am to 5.00 pm, Monday to Friday, excluding public holidays.

If software fails to function as required or due to neglect on the part of the developer, the client shall be refunded 50% of total cost by the developer to those provided for under the price schedule.

### Recommended Procedures

In order to obtain maximum performance from the software, certain routine procedures applicable to the software and server may be recommended in writing by the developer to the client in order to undertake to follow such recommendations. The developer shall from time to time advice the client on the recommended procedures that needs to be adhered to.

### Production Timeframe

The production of a Health Management Information system from planning to delivery to the client will be done within 60 days from the signing of this contract.

### Pricing Scheme

A design, implementation, testing, transportation and training fee of Kshs. 375,500 is payable to the developer. Any other costs for additional modules shall be subject to the nature of services offered and which shall be at a negotiated fee.

### Terms of Payment

20% of the total cost is payable upon signing of the contract, 40% at Installation and 40% balance after signing of the acceptance certificate by the client. Hence the total contract sum including taxes is Three Hundred Seventy Five thousand, Five hundred Kenya Shillings only.

Upon Signing of Contract	20% payment
Initial Deployment, Installation & Testing:	40 % payment
Acceptance certificate:	40 % payment

Client will be eligible for one year software warranty period.

#### Liability

The developer's liability under this agreement is restricted to the preventive maintenance of software as set out in this agreement. The developer does not accept any liability for losses, either direct or indirect suffered by the client due to the incorrect or non-functioning caused by the negligence of the client. The Developer is responsible for remittance of applicable statutory taxes and deductions.

#### Risk of Loss or Damage:

The developer's responsibilities are restricted to design, implementation and maintaining of the software in a good working condition. The developer is not responsible for loss of data through system formatting or viruses.

#### Ownership of the software:

The ownership of the software remains with the client. The client has the right to access, modify and transfer the software. The developer shall not have the right to cede or sign its obligations hereunder without the prior written consent of the client.

#### Sub-contracting:

The Developer shall not be at liberty to sub-contract, assign or transfer its obligations under this agreement to any person or entity at all. In the event the Developer does so, then this agreement shall terminate absolutely.

#### Good Faith:

In their dealings with each other in the implementation of this Agreement, the parties undertake to observe the utmost good faith and to give full effect to the intent and purpose of this Agreement, and neither to do anything nor to refrain from doing anything which might in any way prejudice, or detract from the rights, property, or interests of the other.

#### Force Majeure:

Where the Developer is unable to carry out in whole or in part its obligations under this Agreement by reason of any situation or event arising from circumstances beyond its control and which it could not reasonably foresee, the Developer shall promptly notify the Client in writing of such situation or event AND upon such situation or event, the services shall be deemed postponed for a period of time equal to that caused by the Force Majeure and a reasonable period not exceeding five (5) days to remobilize for the continuation of the services. In the event that after said five (5) days the Developer cannot resume its obligations hereunder, the Client may in its own discretion look for an alternative Developer and in that event it will be the Client's discretion either to terminate this agreement or not.

#### Confidentiality:

The parties hereto undertake in favour of each other to keep this Agreement and the details of this transaction confidential and not to disclose information relating thereto to any third party without the prior consent of the others, save such disclosures as they may be obliged to make by law or which is already in the public domain.

#### Governing Laws:

This contract is governed by Kenyan Law. Any dispute that may arise between the parties hereto concerning this agreement shall be settled by the parties through

arbitration in accordance with the Arbitration Act [1995] of the Laws of Kenya and the rules of the local chapter of the Chartered Institute of Arbitrators.

Termination:

The termination of the service agreement will be effected at end of the service duration period. In case of any shortcomings and which will compel either of the two parties to withdraw from this agreement before the stipulated period of service, a 30 days notice will be issued to either of the two parties.

Details of the Client

Name of the Client: Compassion International Inc. (Kenya)  
Contact Person: Catherine Wamiti  
Position of Contact Person: Health Specialist  
Type of Organization / Company / Individual: NGO  
Postal Address P. O. Box 55379 – 00200 City Square Nairobi.  
Office Address: Compassion International Inc. : Street 525 Kindaruma Rd  
Building: Compassion International Kenya  
Area: Kilimani  
City: NAIROBI  
Country: KENYA  
Telephone: + 254 (20) – 2601448/9/50  
E-mail Address: [CWamiti@Ke.ci.org](mailto:CWamiti@Ke.ci.org)

Agreement Approval

By signing below both parties accept the contents of this agreement including our general terms and conditions.

For the Compassion International  
Full Names

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Signature

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Date

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Company Seal

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For ICloud Solutions LTD  
Full Names

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Signature

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Date

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Company Seal

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