



**International Appointment/ Consultation agreement**

**Between**

**The African Society for Laboratory Medicine (ASLM)**

**And**

**Travis Songerath**

|                                |   |
|--------------------------------|---|
| <b>Funding Agency;</b>         | PEPFAR                                  |
| <b>Contract Number:</b>        | CON/CONS/2021/030                       |
| <b>Contract Term:</b>          | 1st April 2021 – 30th September 2021    |
| <b>Maximum Contract Value:</b> | \$21,000.00                             |
| <b>Place of Work :</b>         | Nashville, TN                           |
| <b>Consultant Role:</b>        | Equipment Maintenance e-tool Consultant |
| <b>Contractor Name:</b>        | Mr. Travis Sondgerath                   |

**I. INTRODUCTION**

This Agreement is made on 1<sup>st</sup> April 2021 by and between the African Society for Laboratory Medicine, an international not-for-profit organization having a principal place of business at Joseph Tito Street, Nega City Mall, 8th Floor, Kirkos Subcity, Kebele 08, Addis Ababa, Ethiopia, (“Society”), and **Travis Songerath**, Independent contractor of Nashville, Tennessee.

In addition to the terms and conditions contained herein, the following documents are attached hereto and made a part of this Agreement:

*Appendix 1: Statement of work*

*Appendix 2: Output delivery schedule*

*Appendix 3: Technology Budget*

**II. NAME OF THE CONSULTANT**

**Travis Songerath**

736 Croley Drive

Nashville, TN 37206

[tsongder@gmail.com](mailto:tsongder@gmail.com)

### **III. ROLES AND RESPONSIBILITIES**

#### **Principal Investigator /CEO/ Designee:**

The Principal Investigator/CEO/Designee shall be responsible for the overall direction of the project, including reviewing, evaluating, and monitoring the Consultant's technical, programmatic, and financial performance under the Agreement.

#### **Contractor**

The Contractor shall direct the portion of the Project funded under this Agreement and shall be responsible to the Principal Investigator for proper management, conduct, and reporting of the work including the technical, scientific, programmatic, and financial performance consistent with the Statement of Work.

### **IV. DURATION AND PLACE OF CONTRACT**

The period of performance for this project is from **1st April 2021 – 30<sup>th</sup> September 2021**. All work must be scheduled and completed within this timeframe. Any modifications or extensions must be negotiated in advance and submitted to the Society for review and approval.

### **V. SCOPE OF WORK**

The scope of work under this agreement is specified in *Appendix 1: Statement of work*

### **VI. REPORTING REQUIREMENTS**

Detailed reports will be presented at the end of each activity engagement as outlined in *Appendix 2: Output delivery schedule*.

### **VII. METHODS OF ACCOUNTABILITY**

The Consultant will perform and deliver the measurable activities and reports (*see Appendix 1*) to be supervised and monitored by the Principal Investigator of ASLM or his/her designee:

The consultant will maintain regular contact with the ASLM points of contact, for the purpose of monitoring project activities and to ensure coordination. All questions and technical issues will be addressed as needed.

### **VIII. TERMINATION**

Either party may terminate this Agreement, with or without cause, with 30 days' written notice to Consultant or ASLM. Notices must be submitted to the parties addressed in the first paragraph of this Agreement. Consultant understands and agrees that no employee, manager, representative, board member or other agent of ASLM has any authority to enter into any agreement with Consultant contrary to the foregoing. Consultant further understands that if any representation with regard to the continuation of this independent consultant relationship is made to Consultant at any time in the future, such representation is invalid and non-binding to ASLM, unless it is written and signed by the CEO of ASLM and by the Consultant.

In the event that the Funder terminates the grant under which this consultation is funded, the ASLM reserves the right to change the terms and/or terminate this Agreement with the Consultant. Upon termination, the Consultant shall be reimbursed for allowable costs and non-cancelable obligations incurred prior to the date of termination and shall furnish all necessary data and final reports.

## **IX. BUDGET**

The Consultant will receive an amount not exceeding **USD 21,000 (USD Twenty-One Thousand)** for **60 days** of work and activities to be completed within the contract period of **1st April 2021 – 30<sup>th</sup> September 2021** . This contractual amount is subject to change with prior approval from ASLM

### **Payment**

Payments shall be submitted to Travis Sondgerath via wire transfer at the end of each month with the following order:

- \$5,250 upon approval of first 15 days of work and key deliverables
- \$5,250 upon approval of second 15 days of work and key deliverables
- \$5,250 upon approval of third 15 days of work and key deliverables
- \$5,250 upon approval of final 15 days of work, completion of all key deliverables and final report.

Consultant bank details must be submitted to ASLM's accounting department.

### **Budget Breakdown**

| Description       | Unit/Day | # of people | # of days | Amount requested |
|-------------------|----------|-------------|-----------|------------------|
| Consultancy Fee's | \$350    | 1           | 60        | \$21,000         |
|                   |          |             |           |                  |

An itemized invoice shall be submitted to ASLM's accounts department. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of work performed.

Banking details must be submitted to ASLM's accounts department prior to executing the project. Completeness of work shall be determined by ASLM and the contractor agrees to make all revisions, additions, deletions or alterations as required by ASLM.

## **X. CONFIDENTIALITY**

"Confidential Information" shall mean any business or proprietary information provided by one party to the other and clearly identified as "Confidential" by the transmitting party at the time of disclosure. If such transmittal occurs orally, the transmitting party will within thirty (30) days reduce such transmittal to written form, mark and identify it as confidential, and provide such record to the other party.

In the event that a Party discloses Confidential Information to the other during the Project, the receiving Party agrees to disclose the Confidential Information only on a need-to-know basis to its employees, directors or other advisors or representatives who are subject to confidentiality obligations, to use the Confidential Information only for the purposes contemplated by this Agreement and to use reasonable efforts to prevent its disclosure to third parties.

All completed publications, tools developed, data collected arising from this consultancy shall belong to ASLM and cannot be published, used or circulated without the expressed authority of the society.

**XI. INTELLECTUAL PROPERTY**

Consultant acknowledges and agrees that if any invention, discoveries, improvements, or publications evolve from this Agreement the full right and title to the same and to any patents, trademarks, or copyrights will be the property of the Society. In addition, all data and information on any nature whatsoever resulting from the performance of activities pursuant or related to this Agreement shall be the exclusive property of the Society. Consultant must have express written approval from the Society to use this exclusive property for any and all purposes. Consultant agrees to execute all documents, and to otherwise cooperate fully, in obtaining any patent, trademark, copyright, or other statutory or common law rights related to inventions, discoveries, improvements, data or information and to execute any documents necessary or appropriate to confirm the ownership by the Society or to transfer ownership to the Society. Consultant acknowledges that any database(s) used in the performance of this Agreement are, and shall remain, the sole property of the Society. Consultant shall not make any unauthorized use of a database or permit a database to be used by any third person and shall return all copies of the databases to the Society within thirty (30) days of the termination of this Agreement.

**XII. USE OF THE ORGANIZATION'S NAME**

All materials produced related to or in accordance with this Agreement must be branded with the appropriate Society logo and shared with the Society prior to use (e.g. presentations, workshop modules, handouts, etc.). Consultant shall not publish or circulate any advertising matter, form letters, signs, business cards, or other written materials concerning the Society without the Society's prior written consent. In this connection, the Society shall furnish Consultant a reasonable amount of promotional literature and such other materials as may be necessary, proper, or convenient to enable Consultant to commence its duties under this Agreement. All such materials shall belong to the Society exclusively and shall be returned to the Society upon termination of this Agreement. Consultant shall not acquire any right to any goodwill, trademark, patent, copyright or other form of intellectual or commercial property of the Society.

**XIII. NO AGENCY RELATIONSHIP**

By entering into this agreement, the parties do not intend to form an agency relationship one to the other, nor do they form a joint venture, partnership or other form of corporate relationship. It is expressly agreed that Consultant is acting as an independent consultant of the ASLM in performing duties hereunder. The ASLM shall not pay any contribution to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits which might be expected in any employer-employee relationship.

**XIV. LIABILITY AND INDEMNIFICATION**

The Consultant understands that there may be inherent risks in this assignment and assumes any such risk of injury involved. As a condition of being given this assignment, Consultant agrees to release the Society from any and all claims that may arise from the performance of this assignment. Specifically, Consultant agrees to release, indemnify and hold harmless the Society, its successors, assigns, directors, officers, employees, and agents, from any and all claims, actions, causes of action, damages, injuries, penalties, fines, assessments, attorney's fees, liability, or other cost or expense for personal injury, property damage, wrongful death, or any other type of injury or damage that Consultant suffers as a result of the performance of his duties as set forth in this agreement. Consultant also agrees and understands that his/her release of claims is binding upon his/her heirs, executors, administrators, and assigns. Consultant is allowed to be transported in United States Government vehicles at their own risk.

**XV. FORCE MAJEURE**

Consultant understands and acknowledges that the Society shall not be liable for any loss, damage, detention, delay or failure to perform in whole or in part resulting from causes beyond the Society's

control, including, but not limited to, fires, floods or other natural disasters, strikes, delays in transportation, inability to obtain supplies or economic conditions. Furthermore, it is understood that in no event shall the Society be liable for consequential damages.

The above terms and conditions are the amount expected from ASLM. ASLM has no consultancy fee and there is no any additional benefit or contingent payment expected with this contract.

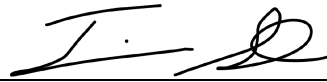
The terms described in this letter supersede any previous discussions or offers. Any additions or modifications of these terms must be in writing and signed by an authorized ASLM representative.

**XVI. SIGNATURES OF AUTHORIZED PERSONS**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.  
African Society for Laboratory Medicine

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**Mr. Ngobile Ndlovu**  
Chief Executive Officer



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**Travis Sondgerath**  
Contractor



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Date : 1<sup>st</sup> April 2021

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Date : 1<sup>st</sup> April 2021



## **Appendix 1: Statement of work**

**Job Title:** Contractor

**Duty Station:** Nashville, TN, USA

**Duration:** 1<sup>st</sup> April 2021 – 30<sup>th</sup> September 2021

**Number of days:** 60

**Nature of Position:** Contractor

**Supervisor:** Principal Investigator

### **ASLM background**

The African Society for Laboratory Medicine (ASLM) is a Pan-African professional body working to advocate for the critical role and needs of laboratory medicine and networks throughout Africa. Africa is rapidly growing but faces major health challenges including epidemics of HIV, tuberculosis, and malaria, and new priorities such as Ebola and other global health security threats. Strengthened laboratory capacity and surveillance in Africa are critical to overcoming the burden of disease and ensuring a healthy future for the continent. ASLM addresses these challenges by working collaboratively with governments, local and international organizations, implementing partners, and the private sector.

### **Key Responsibilities**

Continue development of an electronic tool for tracking of equipment maintenance and calibration in PEPFAR supported countries.

- Support use and business processes around using additional Ona forms

- Alter equipment information
- Submit maintenance request
- Submit calibration request

Create additional forms to allow users to correct data entry mistakes or alterations of equipment information.

- For example, email of the service provider or incorrectly entered equipment location.

Refactor code to support complete automation of eTool reported activities.

- Automate scripts to send service providers alerts.
- Automate scripts for data processing to populate the eTool to run more quickly.
- Automate scripts to pull in request data and change equipment status where appropriate.

Make aesthetic improvements to the eTool.

- Obtain feedback on eTool layout from the leadership Team, make suggested changes to layout and aesthetics.
- Add branding (graphics, colors, etc) to leadership specifications.

Administrative activities

- Add report viewers to eTool authentication.
- Provide training and documentation as appropriate.
- Create a final report of activities.

## Appendix 2: Output Delivery Schedule

| Objective   | Activity   | Deliverable   | Maximum Number of days |
|---|--|---|------------------------|
| Support use and business processes around using additional Ona forms  | <ul style="list-style-type: none"> <li>Alter equipment information.</li> <li>Submit maintenance request.</li> <li>Submit calibration request.</li> </ul>   | <ul style="list-style-type: none"> <li>Revised Ona forms to support more workflows.</li> </ul>            | 15                     |
| Create additional forms to allow users to correct data entry mistakes or alterations of equipment information | <ul style="list-style-type: none"> <li>For example, email of the service provider or incorrectly entered equipment location. Users should be able to alter mistakes without having to resubmit an Ona form entirely.</li> </ul>          | <ul style="list-style-type: none"> <li>Additional code logic to alter previous user responses.</li> </ul> | 30                     |
| Refactor code to support complete automation of eTool reported activities                                     | <ul style="list-style-type: none"> <li>Automate scripts to send service providers alerts.</li> <li>Automate scripts to pull in request data from new forms and change equipment status in the eTool where appropriate.</li> </ul>        | <ul style="list-style-type: none"> <li>Additional code logic to alter previous user responses.</li> </ul> | 10                     |
| Make aesthetic improvements to the eTool  | <ul style="list-style-type: none"> <li>Obtain feedback on eTool layout from the leadership Team, make suggested changes to layout and aesthetics.</li> <li>Add branding (graphics, colors, etc) to leadership specifications.</li> </ul> | <ul style="list-style-type: none"> <li>Improved eTool layout and aesthetics.</li> </ul>                   | 30                     |
| Administrative activities   | <ul style="list-style-type: none"> <li>Add report viewers to eTool authentication.</li> <li>Provide training and documentation as appropriate.</li> <li>Create a final report of activities.</li> </ul>                                  | <ul style="list-style-type: none"> <li>Final report and any necessary documentation.</li> </ul>           | 10                     |

## Appendix 3: Technology Budget

The eTool application is currently deployed to a minimally powered Linux instance on the Digital Ocean platform.

Currently, costs are about \$5/month. While this is likely to increase with increased traffic, service cost is not likely to exceed \$10/month. Billing will be invoiced monthly.

Additional Costs:

GitHub account for code management and deployment.

Cost:

\$50/user/year

We anticipate needing only 1 user initially but may need more going forward.