

GDI SOLUTIONS, INC. (GDIS) SUBCONTRACT AGREEMENT

<u>SUBCONTRACT NUMBER</u>		SC25-11-17	
<u>PRIME DONOR</u>		Google LLC	
<u>PRIME AGREEMENT DATES</u>		October 24, 2023 – January 31, 2026	<u>PRIME AGREEMENT #:</u> <div style="float: right;">1018790</div>
<u>Start Date:</u>	November 24, 2025	<u>End Date:</u>	January 26, 2026
		<u>Subcontract Ceiling</u>	US \$5000
<u>Issued By:</u>		GDI SOLUTIONS, INC. 1401 K Street NW, Suite 900 Washington, DC 20005	
<u>Agreement Officer:</u>	Steve Bergen	<u>Technical Officer:</u>	Steve Bergen
<u>Email:</u>	steven.bergen@globaldevincubator.org	<u>Email:</u>	steven.bergen@globaldevincubator.org
<u>Telephone:</u>	202 681 6565	<u>Telephone:</u>	202 681 6565
<u>Subcontractor:</u>	Steve Alila		
<u>Subcontractor Signatory/Title:</u>	TBD		
<u>Subcontractor Address:</u>	TBD		
<u>Subcontractor Email:</u>	TBD		

Commented [JB1]: To be completed

This Subcontractor Agreement ("Agreement") is made by and between GDI Solutions, Inc. (GDIS), a nonprofit, non-stock corporation with a principal place of business at 1401 K Street NW, Suite 900, Washington, DC 20005 and [NAME] located at [address] ("the Service Provider") (hereinafter referred to collectively as "the Parties")

Commented [JB2]: To be completed

Whereas, GDIS and Google LLC (the "Prime Grantor") have entered into an agreement dated October 24, 2023 to provide support to the Tabiya initiative.

Whereas GDIS, with the consent of the Prime Grantor has requested that the Service Provider act as its subcontractor in order to provide certain of the services specified in the Prime Grant Agreement;

NOW THEREFORE, the Parties hereby agree as follows:

1. Services

- 1.1. Service Provider will perform the services ("Services") and develop and deliver such reports or other works ("Work Product") described in the Statement of Work attached hereto as Appendix A in accordance with the specifications and delivery schedule set forth in the Statement of Work, as well as the terms and conditions of this Agreement and any Appendices, as applicable, which may be amended from time to time.
- 1.2. In the event of a change that Service Provider believes will materially increase the cost or time for the delivery of any Work Product under Appendix A, Service Provider shall provide written notice of such concern within ten (10) business days of such change, whereby GDIS shall reasonably consider the Service Provider's position and work toward a reasonable resolution to address the change and satisfy the grantor to GDIS.
- 1.3. Notwithstanding anything to the contrary herein, Service Provider may not subcontract any aspect of the Services or Work Product hereunder without the prior written approval of GDIS. In the event GDIS provides such prior written approval, Service Provider shall flow down the terms of any Appendices, as applicable, to such subcontractor(s).

2. Term of Agreement

- 2.1. This Agreement shall enter into force upon November 24, 2025 and shall continue into effect until January 26, 2026 or agreement or acceptance and completion of the services, as the same may be amended, unless terminated earlier in accordance with the provisions of the Agreement, as the same may be amended from time to time by mutual written agreement of the Parties.

The term set out in this contract, together with any renewal or extended term as agreed to by the Parties, shall be referred to as the "Term" in this Agreement.

3. Warranties

Service Provider represents and warrants to GDIS that:

- 3.1. It will use all reasonable care, skill and diligence in carrying out the Services;
- 3.2. It will supply the Services in a timely manner;
- 3.3. It will at all times supply the Services in accordance with best industry practice and standards;
- 3.4. In supplying the Services, it will comply with all applicable regulations, laws and legislation;

- 3.5. The supply of Services and the Work Product will not infringe (a) any duty of confidence owed to, or (b) any copyright, trademark, trade secret, patent or other proprietary right held by, any third party;
- 3.6. The execution of this Agreement by it and the performance by it of its obligations and duties hereunder, do not and will not violate the terms of any agreement to which it is a party, or by which it is otherwise bound;
- 3.7. It has all licenses, authorizations, consents, approvals and permits required by applicable law in order to perform its obligations under this Agreement and will continue to do so for the term of this Agreement;

4. **Acceptance**

- 4.1. GDIS reserves the right to inspect any Work Product that has been tendered for acceptance. GDIS must exercise its post-inspection acceptance right: (1) within a reasonable time after the defect was discovered; and (2) before any substantial change occurs in the condition of the Work Product, unless the change is due to the defect in the item. In any event, GDIS may exercise its acceptance rights if the Prime Grantor rejects or does not accept the Work Product, whether in its entirety or part, by the Service Provider.
- 4.2. In the event GDIS rejects any Work Product, GDIS shall inform Service Provider the reasons for rejection and provide a reasonable time (as determined by GDIS) within which Service Provider may correct any defect in the Work Product. Service Provider shall be responsible for correcting any defects at their own cost.

5. **Independent Contractor**

- 5.1. Service Provider at all times shall be an independent contractor. Employees, agents and independent contractors of the Service Provider provided to GDIS to render Services hereunder shall remain in the employ of the Service Provider and shall not be deemed agents or employees of GDIS. Service provider will not be authorized to commit GDIS to any programmatic, financial, or other obligation.
- 5.2. GDIS shall not be liable for any action, omission, negligence or misconduct of the Service Provider, or for any insurance coverage necessary for the purposes of this Agreement, or for any costs, expenses or claims associated with any illness, injury, death or disability of Service Provider or any of its employees or agents. The Parties also acknowledge and agree that GDIS shall not be responsible for any cost of Service Provider's Agents beyond the amounts set out in Clause 7 or in a Subsequent Change or amendment to extend this Agreement.

6. **Taxes**

- 6.1. GDIS will not be responsible for any foreign, federal, state or local taxes arising as a result of or in connection with the Services or Work Product under this Agreement, including, without limitation, any taxes imposed in connection with any net or gross income, or upon any Service Provider property, except as otherwise expressly agreed by the parties.

7. **Price and Payment**

- 7.1. In full consideration for the complete and satisfactory performance of the Services under this Agreement, GDIS shall pay the Service Provider amount not to exceed \$6,000 including expenses (the "Contract Price"). Professional fees will be paid at a fixed amount

based on the satisfactory accomplishment of deliverables and according to the schedule in clause 7.6 below, which is not subject to change based on the Service Provider's cost experience performing the contract.

- 7.2. Payments effected by GDIS to the Service Provider shall be deemed neither to relieve GDIS of its obligations under this Agreement nor as acceptance by GDIS of the Service Provider's performance of the Services.
- 7.3. Any and all additional out-of-pocket expenses will require GDIS's prior approval and must follow the guidelines of the Prime Grantor, including receipts for all expenses within the limits set by the Prime Grantor.
- 7.4. The Service Provider shall not do any work, provide any goods or materials or perform any services which would result in any payment or payments by GDIS of any amount in excess of the Contract Price without the prior written authorization of GDIS.
- 7.5. The Contract Price shall remain fixed and is not subject to any adjustment or revision during the term of the Agreement, except as otherwise provided in this Agreement.
- 7.6. Service provider will submit invoices according to Clause 8 based on the completion and acceptance of deliverables as follows:

Deliverable No.	Deliverable Description (see Milestones described below)	Due Date	%	Amount (USD)
1	Milestone 1	December 14, 2025	20%	\$1000
2	Milestone 2	December 28, 2025	25%	\$1250
3	Milestone 3	January 11, 2026	25%	\$1250
4	Milestone 4	January 25, 2026	20%	\$1000
5	Milestone 5	January 30, 2026	10%	\$500
				\$5000

Milestone 1 (Week 1-2): Technical Work Plan & Epic 1a Foundation - \$1,000

- Technical work plan with dependency mapping
- Database schemas for taxonomy, labor demand, and jobs
- ESCO/KeSCO taxonomy builder module operational
- Job scraping infrastructure setup for all 6 platforms

Milestone 2 (Week 3-4): Epic 1a & 1b Databases Complete - \$1,250

- Complete job scraping for all platforms (e.g. BrighterMonday, Fuzu, MyJobMag, - JobsinKenya, Jobweb Kenya, Careerjet, etc.)
- Labor demand dataset and APIs
- Career path graph
- Training opportunities database
- Preference dimensions registry
- Youth profile database with CRUD APIs

Milestone 3 (Week 5-6): Epic 4a Skills Elicitation Complete - \$1,250

- Refactored skills elicitation flow (faster, less repetitive, natural)
- Persona-aware conversation logic
- Qualifications extraction module
- CV integration
- Safety evaluations and test harness

Milestone 4 (Week 7-8): Epic 4b Swahili Implementation - \$1,000

- Swahili model evaluation document
- Localization layer and synonym mapping
- Swahili-enabled conversation flows
- Swahili evaluation suite

Milestone 5 (Week 9): Final Integration & Handover - \$500

- All automated tests and data quality checks
- Complete documentation and runbooks
- Integration testing across all epics
- Handover session

8. **Submission of Invoices**

8.1. Service Provider will invoice according to the schedule in Clause 7 based on actual hours worked and approved expenses incurred. Each invoice shall include the following:

- Service Provider Name/Names of the team members
- Current invoice amount
- Total amount billed to date
- Description of services provided (or corresponding deliverable for fixed price contracts)
- Description of reimbursable expenses incurred (if applicable)

Expenses submitted for reimbursement must be accompanied with appropriate receipts and invoices.

8.2. An original invoice shall be submitted by email to GDIS for each payment under the Contract to the following address:

1401 K Street NW, Suite 900
Washington, DC 20005

Email: invoice@gdis.org

Marked for the attention of: Accounts Payable

8.3. The payment of each invoice shall be additionally subject to a determination by GDIS that:
(i) Contractor has worked with reasonable diligence to provide the applicable deliverables and services set forth in the attached SOW in a timely manner and (ii) Contractor has

otherwise complied with the terms and conditions of this Agreement. Notwithstanding the foregoing, approval of the Contractor's invoice will not be unreasonably withheld and GDIS shall submit payment of the Service Provider's properly prepared invoice(s) within 30 calendar days of receipt by GDIS of payment for the related services under the Prime Grant Agreement.

- 8.4. To the extent the Prime Grantor disputes any portion of an invoice from GDIS for services under the Prime Grant Agreement for which the Service Provider has provided Services under this Agreement and makes partial payment on any such invoice, GDIS shall pay to Service Provider the share of the partial payment (or all of it) relating to the work performed by Service Provider for which the Prime Grantor has accepted and submitted payment to GDIS. To the extent the disputed portion does not relate to services provided by the Service Provider hereunder, the entire partial payment shall be paid to Service Provider within 5 business days of receipt thereof from Prime Grantor.

9. **Confidentiality**

9.1. In this Clause, "Confidential Information" means all information disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a party (the "Disclosing Party") to the other party (the "Receiving Party") whether before, on or after the date of this Agreement including, without limitation:

9.1.1. with respect to GDIS and the Prime Grantor, Terms of Reference under the Prime Grant Agreement and the terms and pricing under the Prime Grant Agreement, and all other information clearly identified as confidential and relating to the Prime Grantor and the Prime Grant Agreement.

9.1.2. information relating to the Disclosing Party's or the Prime Grantor's products, services, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs.

- 9.2. During the term of this Agreement and after termination or expiration of this Agreement for any reason the Receiving Party:

9.2.1. Will not use Confidential Information for a purpose other than the performance of its obligations under this Agreement or the Prime Grant Agreement;

9.2.2. Will not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party;

9.2.3. Will make every effort to prevent the use or disclosure of Confidential Information, using the same degree of care to protect the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, which in no instance shall be less than a commercially reasonable amount of care.

- 9.3. Clauses 9.1 to 9.3 do not apply to Confidential Information which:

9.3.1. Is at the date of this Agreement, or at any time after that date becomes, publicly known other than by the Receiving Party's or a Recipient's breach of this Agreement; or

9.3.2. Can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party; or

9.3.3. Is lawfully disclosed to the Receiving Party by a third party without restriction on disclosure; or

9.3.4. Is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information or breach of this Agreement; or

9.3.5. Is required to be disclosed by law, regulation, judicial or administrative process, or in connection with litigation pertaining hereto.

9.4. Service Provider will not issue any press release, public relations materials or marketing materials referring to GDIS, the Prime Grantor, this Agreement, the Prime Grant Agreement, or the Services provided under this Agreement or the Prime Grant Agreement, without GDIS's prior written consent.

10. **Ownership of Intellectual Property Rights**

10.1. With respect to all reports, documents and software created using funds provided under this Agreement, including all relevant data and supporting materials compiled in performing and developing the Work Product, such Work Product shall become the property of GDIS upon full and final payment to the Service Provider, subject to the provisions of this Agreement. At GDIS's request, Service Provider shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring them to GDIS, or at GDIS's request, to the Prime Grantor, in compliance with this Agreement and the requirements of the applicable law.

10.2. Any communications, documents, frameworks, compiled content, files, data, formats, products, tools and/or other intellectual properties provided by GDIS to the Service Provider during the course of performance of the Services shall remain the exclusive property of GDIS and may only be referred to or distributed externally to the Prime Grantor by the Service Provider upon GDIS's prior approval.

11. **Termination**

11.1. GDIS reserves the right to terminate this Agreement without cause upon 30 calendar days' notice, in which case GDIS shall reimburse the Service Provider for all reasonable professional fees and expenses incurred by the Services Provider prior to receipt of the notice of termination.

11.2. Upon the occurrence of any of the following enumerated circumstances GDIS may immediately terminate this Agreement effective upon receipt by the Service Provider:

11.2.1. Service Provider is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its credits;

11.2.2. Service Provider voluntarily or involuntarily undertakes to dissolve or wind up its affairs;

11.2.3. Service Provider becomes suspended or debarred by any governmental entity;

11.2.4. Upon notice from the Prime Grantor of a termination or modification of the Prime Grant that eliminates the funding or need for this Agreement; or

11.2.5. Service Provider breaches any material terms of this Agreement.

11.3. In the event of any termination by GDIS under this Clause, no payment shall be due from GDIS to the Service Provider except for Services and Work Product satisfactorily

performed or delivered by the Service Provider in accordance with this Agreement. The Service Provider shall take immediate steps to terminate the services and work in a prompt and orderly manner and to minimize losses and further expenditures.

12. **Force Majeure**

12.1. Neither party shall be liable for any expenses, losses, or damages (except payment of monetary obligations) resulting from delay or failure to perform caused by unforeseen acts beyond the control of the Party delayed or unable to perform including without limitation, acts or failure to act of government, war, acts of terror, civil unrest, extreme weather conditions, and pandemics ("Force Majeure Event").

12.2. In the event of any delay or failure to perform occasioned by the foregoing, the time for performance will be extended by a period of time equal to the time lost by reason of such delay or failure to perform and any other affected provision(s) of the Agreement including, without limitation, price, shall be equitably adjusted provided that the Party delayed or unable to perform provided the other Party with written notice of the occurrence and impact of the Force Majeure Event.

13. **Indemnification**

13.1. Service Provider shall release, protect, indemnify and hold GDIS, and each of its agents, officers, administrators, trustees, directors, employees, and related parties (the "GDIS Indemnified Parties"), harmless from and against any and all claims, demands, actions, damages, liabilities, losses, costs and expenses, including attorneys' fees, ("Loss")(i) based upon any allegation or contention that Service Provider or any one of its officers, directors, employees, agents, representatives, servants, subconsultants, subcontractors or vendors is an employee, servant or agent of GDIS, including, without limitation, claims for the payment of federal, state or local taxes or worker's compensation benefits or of contributions imposed or required under any unemployment insurance, social security and/or income tax laws or for benefits to which the employees of GDIS may be entitled, (ii) for personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than to the product itself) including loss of use resulting therefrom, arising out of, resulting from or in any way connected with Professional's operations, activities or work under this Agreement, regardless of whether or not such Loss is caused, in whole or in part, by negligence or fault attributable to any of the GDIS Indemnified Parties or (iii) arising from Service Provider's default, breach or non-performance of this Agreement. This paragraph shall survive completion, expiration or termination of this Agreement.

14. **Limitation of Liability**

14.1. **NEITHER GDIS NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AND AFFILIATES (HEREINAFTER COLLECTIVELY, "THE GDIS GROUP") SHALL HAVE ANY LIABILITY WITH RESPECT TO THEIR OBLIGATIONS HEREUNDER OR OTHERWISE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOST PROFITS, LOST SAVINGS, OR OTHER FINANCIAL LOSS, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

14.2. **FURTHER, THE GDIS GROUP SHALL NOT HAVE ANY LIABILITY TO SERVICE PROVIDER OR ANY OTHER PERSON IN CONNECTION WITH THE SERVICES RENDERED PURSUANT TO THIS AGREEMENT, EXCEPT FOR ANY LIABILITY FOR LOSSES, CLAIMS, DAMAGES, OR LIABILITIES WHICH HAVE BEEN FINALLY DETERMINED IN ACCORDANCE HEREOF TO HAVE RESULTED SOLELY**

FROM THE GDIS GROUP'S GROSS NEGLIGENCE OR UNLAWFUL OR WILLFUL MISCONDUCT.

- 14.3. IN ANY EVENT, THE LIABILITY OF THE GDIS GROUP TO SERVICE PROVIDER FOR ANY REASON AND UPON ANY CAUSE OF ACTION SHALL BE LIMITED TO THE AMOUNT PAID TO SERVICE PROVIDER BY THE GDIS GROUP FOR THE SERVICES GIVING RISE TO THE LIABILITY. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, MISREPRESENTATIONS, AND OTHER TORTS. BOTH PARTIES AGREE THAT THE FEES, REMEDIES, AND LIMITATIONS HEREIN FORM AN ESSENTIAL OF THE BARGAIN AND REPRESENT AN EQUITABLE ALLOCATION OF RISKS BETWEEN THE PARTIES.

15. **Additions and Modifications**

- 15.1. The Service Provider will be bound by additional terms and conditions from the Prime Grant Agreement as incorporated in any of the Appendices attached hereto. Should such change increase the cost or timeline of the Work Product, Service Provider shall promptly notify GDIS in writing so that the parties may discuss and potentially negotiate a mutually agreed amendment to this Agreement for additional consideration or an extended timeline.
- 15.2. No changes, modifications or amendments shall be made to this Agreement except as may be mutually agreed in writing by the Parties, duly signed by Service Provider and GDIS.

16. **Notices**

- 16.1. A notice under or in connection with this Agreement:
- 16.1.1. Must be in writing;
- 16.1.2. Must be in the English language; and
- 16.1.3. Must be delivered personally or sent by first class post (pre-paid recorded delivery) (and air mail if overseas) or by email with confirmation of receipt or by fax to the party due to receive the Notice at its address specified in Clause 16.2.
- 16.2. For the purposes of notifications under this Agreement, the addresses of GDIS and Service Provider are as follows:
- 16.2.1. For GDIS:
- GDI Solutions, Inc.
1401 K Street NW, Suite 900
Washington, DC 20005
- Email: steven.bergen@globaldevincubator.org
- Marked for the attention of: Steven Bergen – Executive Director
- 16.2.2. For the Service Provider:
- Address:

Email: _____

Commented [JB3]: To complete

16.3. Notice is deemed given:

16.3.1. If delivered personally, when the person delivering the notice obtains the signature of a person at the address referred to in Clause 16.2;

16.3.2. If sent by email, with receipt confirmation.

16.4. In this Agreement, "business day" means a day other than a Saturday or Sunday or a public holiday in either the country where the Notice is posted or that to which it is sent.

17. **Entire Agreement**

17.1. This Agreement, including its Appendices, constitute the entire agreement, and supersede any previous agreement between the parties relating to the subject matter of this Agreement.

18. **Governing Law**

18.1. This Agreement, its meaning and interpretation, and the relation between the Parties, shall be governed by and construed in accordance with the laws of the District of Columbia, without regard to its choice of laws rules.

19. **Disputes**

19.1. The Parties shall use their best efforts to settle amicably any disagreement or dispute arising out of or in accordance with this Agreement or its interpretation. The party asserting the existence of a disagreement or dispute shall, promptly upon becoming aware of such disagreement or dispute, notify the other party in writing (such writing being referred to herein as the "Notice of Dispute") specifying the nature of the disagreement or dispute, and shall also provide such other information about the disagreement or dispute as the other party may reasonably require.

19.2. If, forty-five (45) calendar days after the date the Notice of Dispute has been given, the parties have been unable to amicably resolve the dispute or disagreement, either party may initiate arbitration proceedings in the District of Columbia in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. In resolving a dispute hereunder, the Parties agree that this Agreement will be interpreted in accordance with the substantive laws of the District of Columbia. The arbitration shall be conducted by a one-person panel appointed by the AAA. Any resulting arbitral decision shall be final and binding on both parties and in lieu of any other remedy. The parties in such arbitration shall bear their own attorneys' fees and costs in connection with such arbitration.

19.3. This Clause 19 shall survive termination of this Agreement.

20. **Cessation of Right and Obligations**

20.1. Upon termination of this Agreement pursuant to Clause 11, or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except (a) such rights and obligations as may have accrued at the date of termination or expiration; (b) the obligation of Confidentiality contained herein; (c) any right that a Party may have under the governing law.

21. **Severability**

- 21.1. The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Agreement shall in no way affect the validity, enforceability or legality of any of its other provisions.

22. **Assignment**

- 22.1. The Service Provider may not assign this Agreement without GDIS's prior written consent. Any attempted assignment of this Agreement (in whole or in part) without the GDIS's prior written consent will be void and will constitute a material breach of this Agreement.

23. **Anti-Lobbying**

- 23.1. Service Provider certifies, to the best of its knowledge, that no United States Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, on its behalf in connection with the awarding of any federal contract, the making of any federal loan, or the entering into any cooperative agreement. The Service Provider shall disclose to GDIS any lobbying contact that Subcontractor has or that occurs in relation to this Agreement.

24. **Ethics and Harassment Representations**

- 24.1. Service Provider certifies by signing this Agreement that it is not currently aware of any personal conflict of interest or organizational conflicts of interest (as that is defined at Title 2 Section 200.318 of the Code of Federal Regulations). If a Party becomes aware of any conflict of interest or any potential conflict of interest, it shall promptly notify the other Party. Service Provider shall provide GDIS any additional information necessary for GDIS to fully assess and address such actual or potential conflict of interest. Service Provider shall accept any reasonable conflict mitigation strategy employed by GDIS, including but not limited to the use of an independent subcontractor(s) to perform the portion of Work that gives rise to the actual or potential conflict.

- 24.2. Service Provider certifies that it is committed to providing a harassment-free workplace and has an anti-harassment policy in place that prohibits harassment in the workplace. Harassment may include, but is not limited to personal, sexual or social harassment of any person that interacts with the Service Provider, its employees, agents and contractors.

25. **Anti-Corruption**

- 25.1. No offer, gift, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone, either directly or indirectly, as an inducement or reward for the award or execution of this Agreement. Any such practice will be grounds for terminating this Agreement or taking any other corrective action as required.

26. **Anti-Terrorism**

- 26.1. The Service Provider shall not violate any other statute or regulation applicable to it where such violation materially affects its ability to carry out the goals of the Agreement. The Service Provider certifies that it is in compliance with all applicable laws restricting U.S. persons from dealing with any individuals, entities or groups subject to sanctions by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S.

Department of State, the United Nations Security Council, the European Union (and its member states), and the United Kingdom, and that it does not deal with any individuals, entities or groups subject to sanctions by the aforementioned jurisdictions or with any other persons known to the Service Provider to support terrorism or to have violated the aforementioned sanctions. Additionally, the Service Provider agrees that it shall take all reasonable steps to ensure that funds provided under this Agreement are not used to support terrorist activity. If applicable, the Service Provider shall include a corresponding provision in any sub-agreements that the Service Provider enters into with entities to which the Service Provider makes available the grant funding for the purposes of the Work Product.

27. **Foreign Corrupt Practices Act**

- 27.1. Service Provider is familiar with the U.S. Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Bribery Act ("UK Bribery Act"), and other anti-bribery laws, and certifies that Service Provider, its subsidiaries and affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents shall not, promise, authorize or make any payment, either directly or indirectly, of money or other assets, including but not limited to compensation derived from this Agreement, to government or political party officials, officials of international public organizations, candidates for public office, or representatives of other businesses or persons acting on behalf of any of the foregoing, that would constitute violation of any law, rule or regulation.

28. **Other Prohibited Uses**

- 28.1. Service Provider may not use funds from this subcontract for activities related directly or indirectly to any of the following:
- 28.1.1. To attempt to influence legislation, within the meaning of Section 4945(d)(1) of the Internal Revenue Code ("IRC"), as interpreted by its accompanying regulations
 - 28.1.2. To influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, a voter registration drive within the meaning of IRC Section 4945(d)(2), as interpreted by its accompanying regulations
 - 28.1.3. To make a grant to an individual which does not comply with IRC Section 4945(d)(3), or to an organization which does not comply with Section 4945(d)(4)
 - 28.1.4. To induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with IRC Section 501(c)(3).
 - 28.1.5. To reimburse or pay federal, state or local government officials.

29. **Waiver**

- 29.1. No release, discharge, or waiver of any provision of the Agreement shall be enforceable against or binding upon either Party unless in writing and executed by a duly-authorized officer of the Party. Moreover, neither the failure to insist upon strict performance of any of the terms, provisions, or conditions thereof, nor to exercise any option herein given or to require performance on the part of the other Party of any term, provision, or condition hereof, shall be deemed a waiver of any rights or remedies or a

waiver of any breach or default of any kind or nature, nor affect the validity of any part hereof, nor the right of either Party thereafter to enforce.

30. **Whistleblower**

30.1. If any employee, director, officer, consultant, or other volunteer (each a "Covered Person") reasonably believes that some policy, practice, or activity of the GDIS is in violation of law, GDIS encourages each Covered Person to submit a complaint through its Whistleblower Hotline Service provided through Lighthouse Services, Inc. per the guidance provided.

It is the intent of GDIS to adhere to all laws and regulations that apply to the organization and the underlying purpose of this policy is to support the organization's goal of legal compliance. The support of all Covered Persons is necessary to achieving compliance with various laws and regulations. A Covered Person has the responsibility to bring any alleged unlawful activity, policy, or practice to the attention of GDIS and provide GDIS with a reasonable opportunity to investigate and correct the alleged unlawful activity.

GDIS will not retaliate against a Covered Person who, in good faith, has made a protest or raised a complaint against some act or practice of GDIS on the basis of a reasonable belief that the practice is in violation of law, an GDIS policy, or a clear mandate of public policy. Violations or suspected violations may be submitted on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Reports of suspected violations of law or policy and reports of retaliation may be submitted through GDIS's Whistleblower Hotline (either written through the online form or verbally through a toll-free number), as follows:

30.1.1. Online Form Webform available here:
<http://www.lighthouse-services.com/globaldevincubator>

30.1.2. Telephone:

Lighthouse Services Inc. offers U.S. and international toll-free options for Covered Persons to submit a complaint directly to a Lighthouse Services representative, 24 hours a day/7 days a week/365 days a year.

- English speaking USA and Canada: 1-866-860-0008
- Spanish speaking USA and Canada: 800-216-1288
- French speaking Canada: 855-725-0002
- Spanish speaking Mexico: 01-800-681-5340
- All other countries: 800-603-2869 (must dial country access code first click here<<http://www.lighthouse-services.com/documentlink/International%20Toll-free%20Hotline%20Access%20Instructions.pdf>> for access codes and dialing instructions)
- Lighthouse Services operators are able to accept reports in over 40 languages

Please keep in mind that toll-free services outside of North America require an access code, may require a third-party translator (which may add 2-4 minutes to caller's wait time

while Lighthouse locates/connects an interpreter), may be subject to inconsistent connectivity and lastly may be unavailable in certain underdeveloped markets.

31. **Counterparts**

- 31.1. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in their respective names on the date written below.

FOR AND ON BEHALF OF GDIS

By_____

(Signature)

(Date)

FOR AND ON BEHALF OF **SERVICE PROVIDER**

By_____

(Signature)

(Date)

APPENDIX A.1 STATEMENT OF WORK OF THIS CONTRACTOR

Compass is a digital tool that should:

1. **Elicit existing skills and map them to a contextualized skills taxonomy.**
2. **Elicit job and career preferences** (via light self-discovery and vignettes) and represent them as a structured preference vector suitable for downstream matching.
3. **Advise on careers and opportunities** – first at occupational pathway level, and ultimately as concrete jobs and/or upskilling opportunities.

The system must be able to operate:

- **Alongside human counsellors**, who can see, understand and override recommendations.
- **As a standalone counsellor**, interacting directly with youth/jobseekers.

We plan to contract two (2) developers who will collaborate on / split up the deliverables below (to be defined during contracting). They will be overseen by a tabiya internal developer, who can support when questions arise and will do code reviews to ensure code and documentation quality.

Please note that we have clear contribution guidelines, which outline our acceptance criteria for any work done on any of the elements below: <https://github.com/tabiya-tech/taxonomy-model-application/?tab=readme-ov-file#contribution-guidelines> (the README file on contribution guidelines). All deliverables below are defined must be functional and integrated into the existing Compass product.

The contractors will be required to collaborate closely throughout the engagement. This includes conducting weekly code reviews, with dedicated time allocated, to ensure mutual understanding of each other's work and alignment with project objectives. Because Epic 1 e.g. informs and shapes Epics 2 and 3, and Epic 4 provides the core machinery within the current product (also informing 2 and 3), the contractors must provide, at the outset of or as part of contracting, a detailed work plan that identifies their estimated dependencies across all epics. These interdependencies will be documented and tracked. Furthermore, the contractors must jointly commit to integrating all epics into a single, interoperable product. The final deliverable will include full documentation of all functionalities, confirmation of interoperability, and provision of post-implementation support. Contractors are expected to offer a defined period of complimentary post-implementation support, followed by a clear guideline on daily support costs beyond that period.

EPIC DESCRIPTIONS

General technical quality & Definition of Done

For any feature in any epic, "done" means all of the following are delivered:

- **Code quality**
 - Follows the project's contribution guidelines and coding standards (as defined in the existing GitHub repo).

- All new functionality covered by automated tests (unit tests +, where appropriate, integration tests).
- No high-severity linting or static analysis errors.
- `./run-before-merge.sh` must pass with no errors before any feature is considered done.
- **Documentation**
 - Function-level docstrings for core logic.
 - Short architecture note explaining: inputs, outputs, main components, and how the new functionality integrates with existing modules.
 - End-user or operator instructions for any admin/data-curation functions.
- **Observability**
 - Logs sufficient to trace a user journey through preference elicitation, skills elicitation and recommendation.
 - Error handling implemented with meaningful messages for both users and maintainers.
- **Security & data protection**
 - No sensitive data written to logs.
 - All code must comply with the existing **Sensitive Data Protection** guidance in `sensitive-data-protection.md`.
 - All external API keys loaded from configuration / environment, not hard-coded.
- **Performance & responsiveness**
 - Conversational actions (ask question → show next message) should complete within e.g. $P95 \leq 3-5s$ under typical load.
 - Data lookups (jobs, trainings, paths) should feel instant on a normal connection (e.g. $P95 \leq 1s$ from backend).
- **Conversational UX**
 - Tone & readability
 - Simple, respectful language, avoiding jargon; test scripts should show this.
 - For Swahili: natural, Kenyan Swahili (not overly formal), with at least some reviewed example dialogues.
 - Error & edge cases
 - If the LLM is confused or low-confidence, it should say so and recover, not hallucinate or loop.

Tech stack & repository

All work must be done within the existing Compass monorepo at github.com/tabiya-tech/compass, using:

- The Python backend under backend/ for all server-side logic, data ingestion pipelines, APIs and agent orchestration.
- The TypeScript frontend(s) under frontend-new/ (and frontend/ where relevant) for user-facing flows.
- The IaC configuration under iac/ for any new infrastructure or configuration required by added components. [GitHub](#)
No separate/parallel services or repos should be introduced unless explicitly agreed, and any such service must integrate cleanly with the existing deployment and IaC setup.

Agile delivery & deployment

The contractors are expected to:

1. **Work in an agile manner:**
 - Short iterations (e.g. 1–2 weeks).
 - Regular demos of usable functionality (not just code branches).
 - Early deployment of stable versions to QA/UAT environments.
2. **Deliver incremental improvements**, not just big-bang rewrites:
 - Start from the existing Compass product.
 - Improve incrementally, ensuring that existing functionality is not broken.
3. **Maintain deployment scripts / configs** so that Tabiya engineers can:
 - Deploy new versions to test/production environments.
 - Roll back if necessary.

Epic 1 – Help build/contextualize taxonomy and database

Goal: Provide production-ready, queryable data structures and APIs that support skills mapping, preference mapping, labor demand, jobs, training opportunities and youth data. We need six primary databases to map responses / recommendations to. The contractor will work in collaboration with the research team to accomplish this (define fields, find data sources etc)

For each of the six databases, the contractor must deliver:

- **Data model & schema**
 - A database schema (tables/collections) with clear field definitions (name, type, constraints, allowed values).
 - Primary and foreign keys that support joining across occupation/skills, jobs, training, preferences, and youth profiles.
- **Data ingestion pipelines**
 - Scripts or services that can pull data from identified sources (e.g. ESCO, KeSCO, job platforms, Swahilipot ecosystem).
 - Basic data cleaning and normalization (deduplication, consistent naming, consistent IDs).
- **Programmatic access**

- One or more APIs / services (or clearly defined modules) that:
 - Allow querying by occupation, skills, region, and other relevant filters.
 - Are designed to be consumed by the preference elicitation agent and recommender agent (Epics 2 and 3).
- **Data quality checks**
 - Minimal set of automated sanity checks (e.g. non-null fields, value ranges, reference integrity).
 - Logging and reporting of data ingestion errors.

All six databases (taxonomy, demand, jobs, training, preferences, youth) must be implemented as part of the existing **backend/** project:

- Data models defined using the same ORM / data-access layer currently used in backend/.
- Data ingestion pipelines implemented as Python modules/services inside backend/, integrated with existing task runners or cron mechanisms.
- Programmatic access exposed as API endpoints or service functions that follow the existing backend patterns for routing, dependency injection and configuration.

For payment reasons, in the budget, Epic 1a) refers to databases 1-3, and Epic 1b) refers to databases 4-6;

Epic 1a)

1. Contextualized occupation & skills taxonomy: [some of this work has been started]

Functional objectives:

- Maintain a Kenya-relevant occupation and skills taxonomy that:
 - Starts from ESCO, prunes irrelevant occupations, and adds KeSCO occupations and any missing ones (e.g. entrepreneurship roles).
 - Maps each occupation to a set of skills with levels or importance weights.
 - Optionally represents career “paths” as edges in a graph (entry roles → mid career → advanced roles).

Key functional deliverables:

1. Taxonomy builder module

- Functionality to:
 - Import ESCO occupation & skill data.
 - Import KeSCO occupation data.
 - Flag ESCO occupations as “excluded for Kenya context” or keep them.
 - Add new occupations (e.g. local informal jobs, entrepreneurship) with metadata (industry, description, typical tasks).

- All changes stored with provenance (e.g. “added by contractor on date X”).

2. **Occupation–skill mapping**

- Data structure linking each occupation to a list of skills (and optionally levels).
- Query functions such as:
 - `get_skills_for_occupation(occupation_id)`
 - `get_occupations_for_skill(skill_id)`

3. **(Optional) Career path graph**

- Representation of career paths as a directed graph:
 - Nodes = occupations.
 - Edges = feasible transitions (possibly labelled with typical probability or recommended conditions).
- Simple query functions for:
 - `get_next_steps(occupation_id)`
 - `get_paths(start_occupation_id, horizon=N)`

2. Labor demand data / estimates

Functional objectives:

- For each occupation (and possibly industry/region), store a qualitative or quantitative estimate of labor demand.

Key functional deliverables:

- **Labor demand schema**
 - Fields such as:
 - `occupation_id`
 - `region` (county / broader region)
 - `demand_score` (numeric, e.g. 1–5 or continuous)
 - `demand_category` (e.g. “low / medium / high”)
 - `source` (e.g. labor force survey YY, LMIS dataset)
 - `last_updated_at`
- **API / query functionality**
 - Functions like:
 - `get_demand_for_occupation(occupation_id, region)`
 - `get_top_occupations_by_demand(region, k)`
- **Integration with recommender**
 - The demand scores must be easily consumable by the recommender agent for ranking and explaining career suggestions.
- **Sources / Pipeline**
 - The information may come from labor force surveys or other LMIS data

- Clearly document the pipeline of source information, to translation, to final numbers in the database

3. Database of actual jobs (to be scraped from a list of Kenyan job platforms)

Functional objectives:

- Maintain an up-to-date jobs dataset sourced from multiple Kenyan job platforms.

Key functional deliverables:

1. **Job scraping and ingestion**

- For platforms including but not exclusive to:
 - Brighter Monday
 - Fuzu
 - MyJobMag
 - JobsinKenya
 - Jobweb Kenya
 - Careerjet
- Scrapers or API clients that:
 - Pull job title, description, location, employer, salary (if available), contract type, posting date, URL, and other relevant fields.
 - Normalize occupations to your taxonomy (e.g. via text matching or embedding-based similarity).
 - This database/pipeline should be easily “refreshable”/“replicable”

2. **Job storage**

- Schema with:
 - Job metadata (job title, description, date posted, date closed etc.)
 - Status flags (active/expired).

3. **Query layer**

- Functions like:
 - `get_jobs_for_occupation(occupation_id, region, k)`
 - `search_jobs_by_skills(skill_ids)`

Epic 1b)

4. Skills training opportunities

Functional objectives:

- Provide a dataset of training opportunities (public universities, TVET, Swahilipot & partner ecosystem, other upskilling offers) that can be matched to youth profiles and occupations.

Key functional deliverables:

1. **Training schema**

- Fields such as:
 - training_id, provider, delivery mode (online/offline), region
 - Duration, cost, schedule
 - Eligibility criteria (required qualifications, required skills)
 - target_occupation_ids (which occupations the training leads to)

2. Eligibility & mapping logic

- Logic to:
 - Match a youth profile (skills + qualifications) to training opportunities where they meet eligibility criteria.(requires information on required skills & qualifications for each training opportunity)
 - Map each training to one or more occupations in the taxonomy.

3. Query functions

- get_trainings_for_occupation(occupation_id)
- get_eligible_trainings_for_youth(youth_profile)

5. Preference elements

Functional objectives:

- Maintain canonical preference dimensions and their descriptions for use in vignettes and for tagging occupations/jobs/trainings.

Key functional deliverables:

- **Preference schema**
 - Dimensions such as (initial list, subject to contextual revisions):
 - Financial compensation (wage/salary ranges, benefits, bonuses)
 - Working hours/flexibility
 - Job security / contract type
 - Work environment & culture
 - Commuting / location
 - Career advancement
 - Inclusivity / accessibility
- **Linking preferences to opportunities**
 - Ability to store, for each occupation/job/training:
 - A vector of tagged preference attributes (e.g. high flexibility, high earnings, low job security).
 - API functions:
 - get_preference_profile_for_occupation(occupation_id)
 - get_occupations_matching_preference_vector(preferences)

6. Youth database

- Containing the actual extracted experiences, skills, preferences and qualifications of jobseekers. This can be part of the module (saved from epic 2-4 process; most likely scenario) OR a 3rd party API where this information is already stored
- Youth profile schema
 - Personal identifier (pseudonymous ID), demographics where appropriate
 - Past experiences (linked to occupations and tasks)
 - Skills vector
 - Preference vector
 - Qualifications (certificates, diplomas, degrees)
 - Interaction history (e.g. sessions with agents, recommendations shown, actions taken)
- APIs to save and retrieve profiles
 - For use by Epics 2–4:
 - `save_youth_profile(profile)`
 - `get_youth_profile(youth_id)`

Epic 4: Improve conversation flow of skills elicitation agent

Epic 4 focuses on improving the existing skills elicitation agent and adding a Swahili-capable version.

Epic 4a)

Functional objectives:

Goal: Make the skills elicitation conversation faster, less repetitive and more natural, while still producing a structured skills and qualifications profile.

- a. Suggest simplification of the architecture and re-write prompts to be less stringent, while still allowing for the tool to match to taxonomy skills in the backend
- b. Specifically, the conversation needs to be (i) faster, (ii) less repetitive, and (iii) more “natural flow” conversational.
 - a. ‘Conversation flows naturally’ means: Compass asks about work history, user responds in own words. Compass follows up with clarifying questions. Handles informal or casual language. Remembers prior context.
- c. Consider 2 key user personas (i) one who is predominantly informal, short gigs doing informal tasks. Might/might not have it formalised as a CV but can speak to what they did, they don’t necessarily have job titles but their tasks and years service are key (ii) a more formal/informal worker, has had interventions and upskilling opportunities and has some form of CV with responsibilities.

- a. Both of this users want to understand their skills and present them formally
- b. The latest version of compass that you will work with will have a rudimentary CV upload feature (bulk extract of work experiences and skills). – might require a few modifications to server persona (ii) and qualification f below
- d. Run internal evaluations of simulated conversations and make sure the tool has safekeeping flags (e.g. does not go off-topic, does not allow harmful speech or sensitive conversations)
- e. Add a qualifications layer – After or during extraction of experiences, add a component to extract certifications such as diploma, degrees and recognize certificates of participation. This is particularly important for artisan jobs such as electrician, plumbing etc. The qualification layer will be useful in job matching where having a qualification is a minimum requirement
- f. The extracted information will need to be saved in order to be useful for recommendation of jobs/career pathways and/or skills upskilling/retooling opportunities

Key functional deliverables

1. **Refactored skills elicitation agent**
 - Rewritten prompts and/or model orchestration logic, tested for:
 - Reduced repetition.
 - Shorter time-to-insights.
 - Natural conversational tone.
2. **Persona-aware flows**
 - Logic to detect persona (1) vs (2) or allow the user to self-identify.
 - Tailored question sets based on persona.
3. **Qualifications extraction module**
 - Detect and extract from:
 - Conversational mentions.
 - CV text (degrees, diplomas, artisan qualifications like electrician, plumber, etc.).
 - Store as a structured list in the youth profile for downstream matching.
4. **Persistence**
 - Ensure that all extracted information (experiences, skills, qualifications) is stored in the youth database (Epic 1b, DB 6).
5. **Evaluation & safety**
 - Internal test harness with at least:
 - Synthetic or anonymized conversation scripts.
 - Checks that the agent doesn't go off-topic or produce harmful/sensitive content.

Epic 4b)

Goal: Enable the skills and preference elicitation flows (and possibly parts of the advisor) to run in Swahili, including localised occupation and task descriptions.

- Language: What would it take to make the tool work in Swahili? Consider language switching here and localisation. E.g. (Shamba boy & gardener), (hawker, nauza chai, sales man) are potentially all the same grouping. Evaluate and advice best approach: Would Gemini/Gemini Pro or an open source language model like Jacaranda be ideal? Pro's and con's on the technical and functional implementation to be presented and debated for ideal solution
- Unless blocked by major issues, **deliver a working Swahili version of the tool across all Epics.**

Key functional deliverables

1. Technical evaluation document

- Short engineering note comparing model options and recommending one, including:
 - Integration path into current architecture.
 - Expected costs.
 - Risks and mitigations.

2. Localisation layer

- Mapping of common Swahili (and code-switched) job terms to the underlying taxonomy.
- Reusable dictionary or rules, possibly complemented by model-based semantic matching.

3. Swahili-enabled conversation flows

- Updated prompts and agent workflows that:
 - Can accept user input in Swahili.
 - Generate outputs in Swahili (with correct tone).
 - Still produce the same structured skills and preference vectors.

EPIC DELIVERABLES

A. Cross-Epic Deliverables (apply to Epics 1–4)

A1. Technical work plan & dependency map

- A short written plan (Markdown/Doc in the repo or attached to the contract) that:
 - Breaks work into epics and milestones.
 - Shows dependencies between Epics 1–4.
 - States who (which contractor) owns what.
- **Done when:** plan is agreed with Tabiya and kept roughly in sync with reality (updated at least once mid-engagement).

A2. Integrated code in Compass repo

- All features implemented **inside the existing Compass monorepo** (Python backend, TS frontend, IaC), following the existing structure.
- No “sidecar” repos unless explicitly approved.
- **Done when:** all epic branches merge into main (or equivalent) and run-before-merge.sh passes.

A3. Automated tests & evaluation harness

- New automated tests for each epic’s core functionality (see per-epic below).
- A small set of “golden” test cases for agents and recommendations.
- **Done when:**
 - CI passes.
 - There are tests that fail meaningfully if a core behaviour breaks (e.g. taxonomy lookups, preference vector shape, recommendation API).

A4. Observability & runbooks

- Structured logs for main flows; basic metrics (e.g. counts, errors, latency).
- Short runbooks:
 - “How to re-run scrapers.”
 - “How to debug a broken skills/preference session.”
- **Done when:** an on-call dev can use logs + runbooks to diagnose common failures without asking the contractors.

A5. Handover & support plan

- One walkthrough session + brief handover note.
- Written statement of:
 - Complimentary support period length.
 - Daily rate for additional support.
- **Done when:** internal dev confirms they can run, test and deploy without the contractors present.

B. Epic 1a Deliverables – build/contextualize taxonomy and database

B1. Occupation & skills taxonomy module (DB1)

- ESCO-based occupation list:

- Irrelevant occupations **flagged or removed** for the Kenyan context.
- KeSCO occupations:
 - Imported and mapped into the same taxonomy.
- New occupations:
 - Added (e.g. entrepreneurship/informal roles), each with description and skills.
- Simple query interface:
 - `get_skills_for_occupation(occupation_id)`
 - `get_occupations_for_skill(skill_id)`
- **Done when:** for a sample list of Kenyan occupations (provided by you), team can query skills and occupations via code/API and get sensible results.

B2. Career / occupation paths

- Graph or similar structure connecting occupations into career paths.
- Helper functions:
 - `get_next_steps(occupation_id)`
 - `get_paths(start_occupation_id, horizon=N)`
- **Done when:** given a few starting occupations, the system returns plausible next steps and short paths.

B3. Labor demand dataset & API (DB2)

- Schema for demand by occupation and region (score + category + source + timestamp).
- Ingestion pipeline from agreed sources (e.g. LMIS / surveys).
- Query functions:
 - `get_demand_for_occupation(occupation_id, region)`
 - `get_top_occupations_by_demand(region, k)`
- **Done when:** for several test occupations & regions, the team can fetch demand scores and use them in the recommender.

B4. Jobs scraping & mapping system (DB3)

- Scrapers or API clients for Kenyan job platforms (at least BrighterMonday, Fuzu, MyJobMag, JobsinKenya, Jobweb Kenya, Careerjet).
- Normalization pipeline:
 - Common schema (title, description, employer, location, salary if available, posting date, URL, etc.).
 - Mapping each job to one taxonomy occupation (or a shortlist).
- Query interface:
 - `get_jobs_for_occupation(occupation_id, region, k)`
 - `search_jobs_by_skills(skill_ids)`
- **Done when:** in staging, you can call the API and see recent Kenyan jobs correctly mapped to occupations for a curated list of test roles.

B5. Data quality checks

- Automated checks (nulls, invalid IDs, broken references, stale jobs).

- Basic tests that run as part of CI.
- **Done when:** corrupt/stale entries are detected and surfaced; ingestion fails loudly rather than silently poisoning data.

C. Epic 1b Deliverables – Databases 4–6 (Training, Preferences, Youth)

C1. Training opportunities dataset & API (DB4)

- Schema for trainings from:
 - Public universities, TVET, Swahilipot + partners, other upskilling offers.
- Each training includes:
 - Provider, mode, location, duration, cost, schedule.
 - Eligibility criteria (skills and/or qualifications).
 - Mapping to target occupations in taxonomy.
- Query functions:
 - `get_trainings_for_occupation(occupation_id)`
 - `get_eligible_trainings_for_youth(youth_profile)`
- **Done when:** for sample youth profiles and occupations, the API returns a realistic list of trainings with eligibility correctly applied.

C2. Preference dimensions registry (DB5)

- Canonical list of preference elements:
 - Financial (wage ranges, frequency, benefits, bonuses).
 - Non-wage amenities (hours, security, environment, commuting, advancement, inclusivity).
- Ability to tag occupations/jobs/trainings with a preference profile.
- Query functions:
 - `get_preference_profile_for_occupation(occupation_id)`
 - `get_occupations_matching_preference_vector(preferences)`
- **Done when:** a test preference vector can be used to retrieve and rank occupations with different profiles, and these tags are visible/usable by the recommender.

C3. Youth profile database (DB6)

- Schema to store:
 - Experiences, skills, preferences, qualifications, interaction history.
- CRUD APIs:
 - `create_or_update_youth_profile`
 - `get_youth_profile`
- Integrated with Epics 2–4:
 - Skills & preferences written automatically at the end of sessions.
- **Done when:** a youth completes skills + preference elicitation; their full profile can be retrieved and used by the recommender without manual steps.

F. Epic 4a Deliverables – Skills Elicitation & Qualifications Layer

F1. Refactored skills elicitation flow

- Rewritten prompts / orchestration so that:
 - Conversations are shorter, less repetitive, more natural.
 - Skills are still mapped to the taxonomy correctly.
- Before/after comparison for at least a few test personas.
- **Done when:** internal tests confirm reduced turn count and repetition vs previous version, and mapping accuracy is not degraded.

F2. Persona-aware flows

- Logic to detect or select:
 - Persona 1: informal work, no formal titles.
 - Persona 2: more formal, has a CV.
- Different question templates and probing strategy per persona.
- **Done when:** starting a session as Persona 1 vs Persona 2 leads to clearly different conversation patterns, both ending in a skills vector.

F3. CV integration

- Use of existing CV upload feature to:
 - Extract work experiences and skills.
 - Merge them with conversational output.
- **Done when:** for Persona 2, uploading a CV and talking to the agent yields a combined experience/skills list, not two separate incompatible sets.

F4. Qualifications extraction layer

- Component that:
 - Extracts qualifications (degrees, diplomas, artisan certificates, participation certificates) from both:
 - Conversation text.
 - CV text.
 - Stores them in the youth profile in a structured way.
- Integrated with training and job eligibility logic.
- **Done when:** a test profile with explicit mentions of qualifications ends up with correct entries in DB6, and these influence which jobs/trainings are shown as eligible.

F5. Safety & evaluation for skills agent

- Guardrails to:
 - Avoid harmful/off-topic content.
 - Handle sensitive topics gracefully.
- Internal evaluation:
 - Simulated conversations that test both normal and edge-case behaviours.
- **Done when:** running the simulation suite shows no critical policy violations and highlights any regressions.

G. Epic 4b Deliverables – Swahili & Localisation

G1. Swahili model options assessment

- Short engineering note comparing:
 - Gemini/Gemini Pro.
 - Jacaranda or other Swahili-capable models.
- For each: pros/cons on:
 - Functional quality (Swahili, code-switching).
 - Latency/cost.
 - Integration complexity.
- Clear recommendation of one approach.
- **Done when:** Tabiya can sign off on a model choice (or small set of choices) based on this note.

G2. Localisation & synonym mapping

- Dictionary or ruleset mapping Swahili/Kenyan terms to taxonomy concepts, e.g.:
 - “shamba boy”, “gardener” → shared occupation/skill group.
 - “hawker”, “nauza chai”, “salesman” → appropriate grouping.
- Accessible as a module used by skills/preference/recommender flows.
- **Done when:** test sentences in Swahili or code-switched language are correctly mapped to the same underlying occupations as their English counterparts.

G3. Swahili-enabled flows

- Skills elicitation and (where feasible) preference elicitation running in Swahili:
 - Inputs accepted in Swahili.
 - Outputs generated in natural Kenyan Swahili.
 - Same structured outputs (skills, preferences, qualifications) as in English.
- Language switching supported where appropriate.
- **Done when:** a test user can complete a full Swahili skills/preference journey and get recommendations; underlying stored profile is usable by the recommender.

G4. Swahili evaluation & examples

- A small set of Swahili test scripts and expected outcomes.
- A few “golden” Swahili transcripts that demonstrate:
 - Correct tone.
 - Correct mapping to taxonomy.
- **Done when:** evaluation scripts run cleanly and are part of regression checks when prompts/models change.

APPENDIX A.2 STATEMENT OF WORK OF SEPARATE SECOND CONTRACTOR TO INFORM DEPENDENCIES (not named in this contract)

EPIC DESCRIPTIONS

Epic 2 – preference elicitation agent

The **Preference Elicitation Agent** must be implemented as part of the existing backend chat orchestration.

- New agents or flows must plug into the same routing, session and storage mechanisms as the current Compass chatbot.
- New external LLM calls must use the existing configuration mechanism for external services (e.g. environment-driven keys and settings in backend/), not ad hoc HTTP calls scattered through the codebase.

Functional objectives:

- This agent should discuss with the jobseeker what they look for in a job
- Elicit the type of tasks or experiences the person has enjoyed in the past
- Get from the jobseekers their ideal job preferences in the form of vignettes, in order to help them understand tradeoffs and implications. For example, instead of just asking “how important is a high salary for you compared to flexible work hours”, it could present two possible occupations, ask which one the person would enjoy more and then probe why exactly.
- The objective will be to have a vector of preferences (with strength of preference for each) that can also be mapped to occupations/jobs; this means it needs to be information that we can also find out about the occupation side. An initial set of elements in this vector may be (but could be subject to change to match the context based on tests/conversations):
 - Financial Compensation [*work in progress – not a final definition*]:
 - Wage/Salary – in ranges
 - Frequency – per job/day/week/month
 - Basic Benefits – statutory SHA, NHIF, leave days
 - Other benefits – private insurance, overtime
 - Bonuses/13th salary/Equity (e.g. performance-based pay)
 - Non-Wage Amenities [*work in progress – not a final definition*]:
 - Working Hours/Flexibility: Standard hours, flexible schedules, remote work options.
 - Job Security: Likelihood of layoff, type of contract (e.g., permanent vs. temporary/gig work/no contract (per job))/jobs on commission (brokers/sales).
 - Work Environment/Culture: Autonomy, physical demands, social context, relationship with managers, social value/reputation (of career or employer),size of org/startup (individual or registered).
 - Commuting/Location: Distance and ease of travel.
 - Career Advancement: Training opportunities, promotion track.

- Inclusivity: consideration for PWD needs (ramps/access)
- understand people’s preferences directly over industries and occupations, or possibly even skillgroups/task groups; this will require the tool to explain pretty well what each of these mean and entail.
 - Tasks can, for example, be categorized under the following groups and people may have preferences over them: *[work in progress – not a final definition]*
 - Routine Tasks: Those that can be accomplished by following explicit rules (e.g., assembly line work, simple clerical tasks).
 - Non-Routine Cognitive Tasks: Activities like problem-solving, analysis, and strategic decision-making.
 - Non-Routine Manual Tasks: Activities like driving, complex repairs, or in-person service work.
 - Social/Interpersonal Tasks: Requiring communication, coordination, and negotiation.
- **Primary objective:** At the end of the exercise, we want to understand what are the elements of a career that would make people show up and persist, even when it feels hard!

Key functional deliverables

1. **Conversation flow design & implementation**
 - Implement a configurable conversation script or state machine that:
 - Starts with an introduction and consent.
 - Asks experience-based questions (e.g. “Tell me about a task you enjoyed from past work or school”).
 - Presents vignettes (e.g. two occupations with different salary/flexibility trade-offs).
 - Probes why the youth prefers one option over the other.
2. **Preference vector construction**
 - Implement logic to:
 - Map conversation events and vignette choices to numerical scores for each preference dimension.
 - Normalize scores and store them in the youth profile.
3. **Configuration & extensibility**
 - Preference dimensions and vignettes should be configurable (via JSON/YAML or admin UI), not hard-coded in the model prompt only.
4. **Technical interfaces**
 - Input: youth ID and optional initial data (e.g. prior experiences from CV upload).
 - Output: preference vector, summary text, and conversation log.

Epic 3 – recommender / advisor agent

The **Recommender/Advisor Agent** must be implemented as part of the existing backend chat orchestration

- New agents or flows must plug into the same routing, session and storage mechanisms as the current Compass chatbot.
- New external LLM calls must use the existing configuration mechanism for external services (e.g. environment-driven keys and settings in backend/), not ad hoc HTTP calls scattered through the codebase.

Functional objectives:

- The main goal is to now synthesize the information elicited from the jobseeker (i.e. skills-vector and preference vector) together with the information stored in the databases described in (1.)
- Using the skills vector and preferences, we will likely want to first use an algorithm based on a graph model (e.g. Node2vec) to find top-k occupations, skill-trainings, career paths, or concrete jobs. *[initial proof of concept exists]*
- The agent itself should then take the top-k suggestions, rank them by perceived importance (e.g. taking preferences, skills and labor demand into account again, but using RAG or something similar rather than embeddings and cosine similarity) and discuss these options with the jobseeker.
- For example, it could first explain why it recommends certain choices.
- It should then have a short conversation with the jobseeker, trying to gauge their interest in these suggestions, and nudge them to understand preference vs labor demand trade-offs in understandable language. That is, in the conversation the tool should explain that if the less preferred career/job has significantly higher labor demand it might nonetheless be a good stepping stone; and provide framing that helps the jobseeker *start somewhere* (i.e. get out of inactivity) and build step by step.

Key functional deliverables

1. Recommendation engine module

- Implement a service or module that:
 - Ingests youth profile (skills vector + preference vector).
 - Queries Epic 1 data sources.
 - Produces a ranked list of opportunities/occupation paths with scores per factor (skills, preferences, demand).

2. Advisor agent layer

- Implement a conversational layer (possibly using RAG over explanations templates) that:
 - Fetches recommendations from the engine.
 - Generates explanations including explicit mention of:

- Skill alignment
 - Preference alignment
 - Labor demand
 - Logs user feedback (like/dislike, “tell me more”, etc.) back into the youth profile.
3. **Tech & integration details**
- API endpoints or functions:
 - `get_recommendations_for_youth(youth_id)`
 - `start_advisor_conversation(youth_id)`

EPIC DELIVERABLES

D. Epic 2 Deliverables – Preference Elicitation Agent

D1. Preference conversation flow implementation

- Implemented conversational flow that:
 - Asks about past enjoyable tasks/experiences.
 - Presents vignettes with trade-offs (e.g. salary vs flexibility).
 - Probes reasons for choices.
- Runs on top of existing Compass backend chat architecture.
- **Done when:** in staging, a test youth can complete a preference session end-to-end without dead-ends, obvious repetition, or prompt errors.

D2. Preference vector computation module

- Logic that converts conversation events + vignette choices into a structured vector over:
 - Financial compensation components.
 - Non-wage amenities + task types.
 - (Optionally) preferences over industries/occupations/skill groups.
- Normalisation & storage rules documented.
- **Done when:** for sample conversation transcripts, the same preference vector is reproducibly produced and stored in DB6.

D3. Configurable vignettes & preference definitions

- Preference dimensions and vignettes stored in configuration (e.g. JSON/YAML or admin interface), not buried only in prompts.
- Ability to add/edit vignettes without code changes.
- **Done when:** you can add a new vignette (via config), restart/redeploy, and it starts appearing in conversations.

D4. Evaluation set for preferences

- A small set of test scripts / simulated conversations with expected qualitative outcomes (e.g. “strong salary preference”, “strong flexibility preference”).
- Automated check that resulting preference vectors match the expected pattern.

- **Done when:** running the evaluation script flags regressions if someone breaks the preference mapping.

E. Epic 3 Deliverables – Recommender / Advisor Agent

E1. Production recommender engine

- Implementation of a recommendation module that:
 - Ingests a youth's skills + preference vector.
 - Queries all relevant Epic 1 data (taxonomy, demand, jobs, trainings).
 - Uses Node2vec / graph-based or embedding methods to find top-K:
 - Occupations
 - Trainings
 - Career paths
 - Concrete jobs
- **Done when:** an API like `get_recommendations_for_youth(youth_id)` returns structured, scored recommendations for test youth profiles.

E2. Ranking & scoring logic

- Explicit scoring function that combines:
 - Skill match.
 - Preference match.
 - Labor demand.
- Ability to inspect component scores per recommendation (for debugging & explanations).
- **Done when:** for given test profiles, changing preferences or demand leads to predictable, explainable changes in ranking.

E3. Advisor agent conversation

- Conversational layer that:
 - Calls the recommender.
 - Explains *why* top recommendations were chosen (referring to skills, preferences, demand).
 - Discusses trade-offs and stepping-stone roles.
 - Logs user feedback (like/dislike, “tell me more”).
- **Done when:** in staging, a youth can get recommendations and have at least one short follow-up exchange where their feedback is logged and can be seen in their profile / logs.

E4. Recommendation evaluation harness

- A small set of “golden” youth profiles with:
 - Expected types of occupations/jobs (not necessarily exact IDs, but reasonable ranges/categories).
- Script or notebook to:
 - Run the recommender over these profiles.
 - Check basic expectations (e.g. not suggesting wildly irrelevant jobs).

- **Done when:** running the harness gives a simple pass/fail signal and is part of regular testing.

APPENDIX B BUDGET

Service provider will submit invoices based on the completion and acceptance of deliverables as follows:

Deliverable No.	Deliverable Description (see Milestones described below)	Due Date	%	Amount (USD)
1	Milestone 1	December 14, 2025	20%	\$1000
2	Milestone 2	December 28, 2025	25%	\$1250
3	Milestone 3	January 11, 2026	25%	\$1250
4	Milestone 4	January 25, 2026	20%	\$1000
5	Milestone 5	January 30, 2026	10%	\$500
				\$5000

APPENDIX C
ADDITIONAL TERMS AND CONDITIONS
THIS PAGE INTENTIONALLY LEFT BLANK

APPENDIX D STANDARD TERMS AND CONDITIONS

Brand Features:

- Organization must obtain Google's prior written consent before using the Google Marks by emailing the Google contact and nonprofit-brand-approvals@google.com at least five (5) business days in advance; and (ii) Organization's use of the Google Marks must always comply with Google's brand guidelines set forth at <http://www.google.com/permissions/guidelines.html> (or such other URL as Google may determine). Nothing in this Agreement will be deemed to vest in Organization any ownership right in any Google Marks, which at all times remain the exclusive property of Google.