



**WaterFund**  
Upper Tana-Nairobi

# **EMPLOYMENT CONTRACT**

**DATED 1<sup>st</sup> JULY 2021.**

**BETWEEN**

**UPPER TANA-NAIROBI WATER FUND TRUST  
(EMPLOYER)**

**AND**

**(CANDIDATE NAME)  
(EMPLOYEE)**

## **EMPLOYMENT CONTRACT**

**THIS CONTRACT** (“Contract”) is entered into this 1<sup>st</sup> day of July 2021 by and between **Upper Tana-Nairobi Fund Trust (Employer)** having its principal place on business at Nairobi, P.O BOX 19738—00100, Nairobi,

And

**(Candidate)** (Employee) of (Address).

WHEREAS the **Employer** wishes to have the Employee provide employee services as per the terms provided below.

1. **Job title:** M & E Officer / Knowledge Management Specialist.
2. **Commencement and Duration:** employment shall commence on 1<sup>st</sup> September 2021 for a **three-year** contract, renewable based on performance.
3. **Workplace/ location:** The Employee shall be based in the Employer’s offices in Nairobi or such other locations where the Fund program operates. The Employee will however be expected occasionally to travel to other locations where the Employer has interests in.
4. **Probation:** The Employee will be on probation for a period of **three Months** during which time either party (Employee or Employer) can terminate these terms of service by giving **one week’s** notice in writing or by paying **one week’s salary** in lieu of notice. At the end of the probation period, the Employer shall confirm in writing whether the Employee’s employment has been confirmed
5. **Duties and Responsibilities**
  - i. Serve as the main focal person for all monitoring and evaluation and knowledge management related activities for the trust.
  - ii. Assist and report to the Conservation Programme Manager regarding M&E of project activities implemented by the trust.

- iii. Coordinate and support implementation of M&E for all the activities.
- iv. Responsible for coordinating and facilitating the project planning and M&E activities towards a coherent and flexible project data management system.
- v. Develop a Management Information System (MIS) for managing data and information for overall monitoring and maintain an M&E database for the trust.
- vi. Review M&E system, process and procedures of project forms and formats for project activities under the various components.
- vii. Establish implementation targets, monitor implementation processes and performance, and assess outputs and outcomes.
- viii. Oversee the development of a KM strategy and plans to ensure systematic, continuous learning, improvement, and knowledge sharing.
- ix. Develop and implement processes to ensure that lessons learnt, and good practice are captured systematically, shared, and used to improve project implementation, including in the development of workplans and
- x. Ensure that innovative experiences, learning, and good practices are captured, synthesized, documented, and shared continuously within the project, within the Counties, partners, and other regional and international partners, including through a project website, documentation centre, communities of practice, etc.

## 6. Remuneration

The employee in this position will receive a monthly **Kshs (Grade 6) gross** as remuneration. This salary will be paid in arrears at the end of each month. All earnings (gross Salary) will be subject to statutory deductions. Salary will be reviewed at the discretion of the Employer. Similarly, the employee will be entitled to annual Leave: Leave is accrued at the rate of 1.75 days per month, and at the discretion of the Employer, accrued leave may be utilized upon completion of 60 days in employment. Employees are eligible for 21 working days leave with full pay annually and entitled to carry forward any unutilised leave from one year to another. Leave will be taken at the convenience of the Employer in consideration to exigencies of duty.

- 7. Leave:** Leave is accrued at the rate of **1.75 days** per month, and at the discretion of the Employer, accrued leave may be utilized upon completion of 60 days in employment. Employees are eligible for **21 working days** leave with full pay annually and entitled to carry forward any unutilised leave from one year to another. Leave will be taken at the convenience of the Employer in consideration to exigencies of duty.
- 8. Working Hours:** you shall work for forty (40) hours per week.
- 9. Termination of Employment:** At any time during the employee's engagement, the Employer may terminate this agreement by giving the Employee **one months' notice** in writing or by paying the Employee **one months' salary** in lieu of such notice. Additionally, if during Employee's period of service, the Employee should wish to leave the service to the Employer, the Employee is required to give one month's notice in writing or to pay one month's wages in lieu of notice. Terms for employment separation are contained in the Human Resources manual. At the end of Employee's contract or termination for whatever reason, the Employee is expected to return all equipment, property and information belonging to the Employer and delete all confidential information within their possession without keeping any copies of the same.
- 10. Pension Plan:** The Employee will be eligible for participation in a contributory pension plan where the employee and the Employer will each contribute a specified amount. The employee will be guided on the amounts payable.
- 11. Confidential Matters:** The Employee will not, during their employment with the Employer and after, without express written authorization from the Employer, disclose to anyone outside UTNWFT any matter which has not been made public, including any operational or policy manuals or documents, reports, research findings, accounting records or other confidential matters pertaining to the Employer.

- 12. Conflict of interest:** The Employee commits that he shall not be engaged in any other business, on their own behalf or of any other person or organization, directly or indirectly, that is similar to the business of the Employer or use the Employer's name or such other names that may be confused with the Employer's brand during their employment with the Employer.
- 13. Induction:** The employee will be required to go through an induction training where applicable, that will include an orientation course on the Employer's operations. the Employee's supervisor will communicate to the Employee on when the induction will be conducted.
- 14. Health Insurance and sickness:** The Employer shall provide a medical cover for the Employee and Employee's family for both an Inpatient and an Outpatient. Should the Employee fall sick, he is expected to inform the Employer as soon as is practicable. Absence without a medical Doctors sick sheet / report shall be deemed to be unjustified.
- 15. Applicable laws and jurisdiction:** This Contract shall be governed by the laws of the Government of Kenya.

**16. Execution:** in witness, this agreement has been duly executed.

**Executed on Behalf of Upper Tana-Nairobi Water Fund Trust**

Name..... Signature: .....

In the presence of:

Name..... Signature .....

P.O. Box .....

**Signed by the Employee.**

Name..... Signature: .....

In the presence of:

Name..... Signature .....

P.O. Box .....