



CONTRACT FOR SERVICES

This Contract is entered into by and between **The Upper Tana-Nairobi Water Fund Trust**, a charitable organization (“UTNWFT”), through the following office:

UTNWFT:	
Contact:	
Address:	
Telephone:	
Email Address:	

and the following person or entity (“Contractor”):

Name of Contractor:	
Address:	
Telephone:	
Email Address:	
Name of Representative:	
Type of Entity:	
State/Country Registered:	

1. **Services.** UTNWFT engages Contractor to provide the services, goods and/or deliverables (collectively, the “Services”) described in **Exhibit A** (“Description of Services”) in accordance with the terms and conditions of this Contract.

2. **Payments.** UTNWFT will compensate Contractor for the Services as follows:

(a) **Contract Fee.** For all of the Services, UTNWFT will pay Contractor a fee of **[INSERT AMOUNT]** (the “Contract Fee”) *[If withholding tax is required, insert the following provision; otherwise delete.]* *[less ____% withholding tax (INSERT AMOUNT) for a total adjusted Contract Fee of [INSERT AMOUNT]]* in accordance with the following schedule and conditions:

#	Description	Amount
1	Payment upon receipt and approval by UTNWFT of Product <i>[insert corresponding # or letter from the product’s description in Exhibit A]</i>	
2	Payment upon receipt and approval by UTNWFT of Product <i>[insert corresponding # or letter from the product’s description in Exhibit A]</i>	
3	Payment upon receipt and approval by UTNWFT of Product <i>[insert corresponding # or letter from the product’s description in Exhibit A]</i>	
	<i>[Repeat/delete/modify the above as necessary. If giving an advanced payment, insert “Advanced payment upon signature of Contract by both Parties” as the first payment. UTNWFT recommends a maximum upfront payment of 20%.]</i>	
--	Total Contract Fee	

(b) **No Expense Reimbursement.** Contractor will not be reimbursed for any expenses Contractor incurs in performing the Services.

(c) **Invoices and Payments.** Payment amounts due to the Contractor for the Contract Fee shall be remitted to Contractor within thirty (30) calendar days after UTNWFT receives an invoice summarizing the work performed during the invoice

period. Invoices, and the work reflected therein, will be subject to review and approval by UTNWFT, and UTNWFT may deny payment of requests received more than sixty (60) days after the final deadline for completion of the Services. UTNWFT will make all payments by wire transfer. Any applicable currency conversion will be calculated at market rates at the time of payment.

3. **Term.** This Contract will become effective upon the last signature date below and will expire automatically once all the Services have been completed and final payment by UTNWFT has been made (the "Contract Term"). Contractor must comply with all deadlines in Exhibit A and finalize all Services on or before **[INSERT ANTICIPATED END DATE OF SERVICES]**. Any deadlines set forth herein may be extended only with UTNWFT's prior written consent, which may be provided by email. Time is of the essence in the performance of this Contract.
4. **Termination.**
 - (a) Without Cause. UTNWFT may terminate this Contract without cause at any time upon two weeks' written notice to Contractor. UTNWFT will pay Contractor for the Services that have been satisfactorily performed, as determined by UTNWFT, as of the termination date. Contractor shall submit a final invoice within fourteen days following termination of services.
 - (b) For Cause. UTNWFT may immediately terminate this Contract for cause by written notice to Contractor if Contractor fails to perform any duty, obligation, or covenant under this Contract, whether for circumstances within or beyond Contractor's control, or if UTNWFT determines at any time that the Services cannot be performed in accordance with Applicable Laws (defined below) or UTNWFT's policies or operating procedures. Should termination occur as a result of Contractor's default, UTNWFT may, without limiting any other remedies available to it under Applicable Laws, recover damages from Contractor resulting from Contractor's default and may offset any amounts payable to Contractor against such damages.
 - (c) Refund of Advanced Payments. Regardless of the reason for termination, to the extent the balance of any advance payments made by UTNWFT exceeds the total payments due to Contractor for Services satisfactorily completed, Contractor must promptly return the excess advance payments.
5. **Independent Contractor; Taxes.** The parties intend this Contract to create an independent contractor-client relationship and not an employee-employer relationship. Contractor is solely responsible for the conduct and control of the Services and fulfilling Contractor's duties and obligations under this Contract. Contractor is not an agent or employee of UTNWFT, and no partnership, joint venture, or principal-agent relationship exists. Neither party will have any right, power, or authority by virtue of this Contract to create any obligation, express or implied, on behalf of the other party. Contractor is responsible for filing and paying its own taxes and for complying with the requirements of any applicable tax laws. Except to the extent necessary to comply with withholding tax obligations under applicable laws, UTNWFT will not withhold or pay taxes of any kind on behalf of Contractor or any of Contractor's employees.
6. **Performance of Work.** Contractor represents and warrants that Contractor is qualified and will perform the Services in accordance with the highest standards of Contractor's profession or craft. Contractor is responsible for the complete performance of the Services notwithstanding the use of any subcontractors or work performed by anyone else under Contractor's direction or control. Contractor will not be paid for any Services found by UTNWFT to be unsatisfactory.
7. **Liability; Indemnification.** Contractor agrees that it is entering into this Contract and performing the Services entirely at Contractor's own risk. Contractor, on behalf of Contractor and Contractor's employees, subcontractors, and agents, agrees to indemnify, defend, and hold harmless UTNWFT and its directors, officers, employees, agents, and assigns (collectively, the "Indemnified Parties") from and against any and all liabilities, demands, damages, claims, losses, costs, settlements, judgments, fines, penalties, or expenses, including reasonable attorneys' fees and costs, (collectively, "Claims") that directly or indirectly arise out of, relate to, or result in any way from the performance of this Contract, whether or not the Claims have merit, involve third parties, or are caused or alleged to be caused by Contractor or any of the Indemnified Parties; provided, however, that Contractor will not be responsible for Claims arising from the sole negligence, gross negligence, or willful misconduct of any of the Indemnified Parties.
8. **Insurance.** Prior to commencing the Services and during the Contract Term, Contractor must have and maintain the following insurance policies: (a) workers' compensation insurance coverage as required by Applicable Laws; (b)

commercial general liability insurance written on an occurrence basis with an adequate liability limit in accordance with market standards, and covering the Services that are the subject of this Contract, including any related claims; (c) automobile liability insurance, covering all owned and non-owned vehicles used in performing the Services, with a liability limit in accordance with market standards per occurrence; (d) professional liability insurance in accordance with market standards if Contractor is providing professional services (such as consulting, engineering, design, appraisal, or surveying services); Contractor's insurance policies must be primary to UTNWFT's insurance policies. Upon request, Contractor shall provide UTNWFT with evidence of the above insurance policies, all of which must be primary to UTNWFT's insurance policies. Contractor is responsible for payment of all insurance premiums, deductibles and retentions for the policies. Contractor must provide UTNWFT with advance notice of material changes to the policies (cancellation, reductions, etc.).

9. **Compliance with Laws; Authorizations.** Contractor represents, warrants and covenants as follows, wherever applicable to the performance of the Services:

- A. Contractor can lawfully work in the country or countries in which the work under this Contract will be performed;
- B. Contractor will obtain, at its own expense (except to the extent otherwise explicitly stated in this Contract) any permits or licenses required to perform the Services; and
- C. Contractor will comply with all applicable laws and regulations, including but not limited to (i) all laws, rules, regulations, government directives and government recommendations regarding health and safety in the country or countries in which it works; and (ii) all applicable anti-bribery or anti-corruption laws and regulations ("Applicable Laws") and will not take any actions that might cause UTNWFT to be in violation of any Applicable Laws.
- D. For purposes of this Contract, a "Government Official" includes any official or employee of any government, political party, or public international organization, and any candidate for political office, regardless of whether the person purports to act in a private capacity or serves without compensation. For purposes of this definition, the "government" means any agency, department, embassy, instrumentality, or other governmental entity, including any company or other entity owned or controlled by the government.
- E. (I) None of Contractor's directors, officers, employees or agents is a Government Official or a member of the immediate family (spouse, parent, child, sibling or sibling's spouse) of a Government Official, and that no Government Official is, directly or indirectly, an owner of or investor in Contractor; (II) in performing any activity in connection with this Contract, neither Contractor nor any of its directors, officers, employees, agents, owners or shareholders: (a) will pay, give, or authorize the payment or giving of, any money or anything of value to any Government Official for the purpose of influencing any act or decision of such Government Official or otherwise promoting the interests of UTNWFT in any respect, or (b) will pay, give or authorize the payment or giving of any money or anything of value to any third party knowing or having reason to know that such third party will in turn give all or any portion of the payment or the item(s) of value directly or indirectly to a Government Official for the purpose of influencing any act or decision of such Government Official or otherwise promoting the interests of UTNWFT in any respect; (III) Contractor will promptly notify UTNWFT in writing if, during the term of this Contract (a) any director, officer, employee, or agent of Contractor or a member of the immediate family (spouse, parent, child, sibling or sibling's spouse) of any of the foregoing becomes a Government Official, (b) any Government Official becomes, directly or indirectly, an owner of or investor in Contractor, or (c) Contractor receives a request to take any action which would or might violate its obligations under this Section of the Contract; and (IV) neither Contractor nor any of its directors, officers, employees, agents, owners or shareholders (a) have made or authorized any payment, gift or transfer prohibited in Paragraph (E)(II) above, and (b) have been accused of, indicted for, or convicted of, making or authorizing any payment, gift or transfer prohibited in Paragraph (E)(II) above.

11. **Counterterrorism, Anti-Money Laundering and Economic Sanctions Laws.** Contractor represents and warrants that, to the best of Contractor's knowledge, Contractor and Contractor's subsidiaries, principals, and beneficial owners, if any (collectively, the "Contractor Parties"):

- A. are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any government agency;

- B. (i) are not included on the Specially Designated Nationals and Blocked Persons lists maintained by the U.S. Treasury's Office of Foreign Assets Control, the United Nations Security Council Consolidated List, or similar lists of proscribed entities identified as associated with terrorism; and (ii) will not engage in transactions with, or provide resources or support to, any such individuals or organizations or anyone else associated with terrorism;
- C. are not a person or entity with whom transacting is prohibited by any trade embargo, economic sanction, or other prohibition of law or regulation; and
- D. have not conducted, and will not conduct, their operations in violation of applicable money laundering laws, including but not limited to, the U.S. Bank Secrecy Act and the money laundering statutes of any and all jurisdictions to which the Contractor Parties, or any one of them, is subject, and no action or inquiry concerning money laundering by or before any authority involving any of the Contractor Parties is pending.

Should Contractor become aware that Contractor or any other of the Contractor Parties is subject to any of the above conditions of this Section during the term of this Contract, Contractor must immediately notify UTNWFT in writing. If UTNWFT determines that Contractor or any of the Contractor Parties is subject to any of the above conditions of this Section, UTNWFT may terminate this Contract effective immediately upon written notice to Contractor, with no further obligation by UTNWFT under this Contract, including payment, and UTNWFT may pursue all available remedies under Applicable Laws. The terms of this Section must be included in all permitted subcontracts.

12. **Use of UTNWFT Name and Logo.** Unless expressly authorized in writing in this Contract or in a separate written agreement, Contractor may not use UTNWFT's name, logo, or other intellectual property in any manner, whether in conjunction with the Services or otherwise, except (a) to deliver invoices or other notices to UTNWFT and (b) within acknowledgements of UTNWFT funding, as authorized in writing by UTNWFT.
13. **Confidential Information.** In performing the Services, Contractor might have access to information, whether verbal, in writing, in electronic format, or in any other tangible form, disclosed by UTNWFT, directly or indirectly, to Contractor that is (a) identified as confidential, or (b) disclosed in a manner in which UTNWFT reasonably communicates, or that Contractor should reasonably have understood, should be treated as confidential, whether or not designated as "confidential" (collectively, "Confidential Information"). Confidential Information includes, without limitation, data sets, donor data, marketing plans, research, products, technologies, software source code, software object code, data collection functionalities, trade secrets, pre-publication patent applications, research and development, know-how, and other information relating to UTNWFT and its operations, programs, or systems. Contractor may not, without UTNWFT's prior written consent, use, publish, or divulge any Confidential Information, and agrees to use Confidential Information solely in furtherance of the Services and for no other reason. Contractor must use appropriate security procedures to safeguard Confidential Information. Contractor acknowledges and agrees that in the event Contractor receives any personal identifying information (i.e., information that identifies or can be used to identify an individual or that relates to an identified individual), Contractor (i) will be subject to a UTNWFT IT Security review prior to such transfer or exchange and (ii) Contractor will comply with all Applicable Laws relating to the protection of personal identifying information. In addition, Contractor must comply with any additional requirements relating to protection of data as set forth in this Contract and/or as specified in the Additional Service Terms and Conditions – Data and Information Security, if attached to this Contract.
14. **Work Product; Intellectual Property.** Contractor retains all right, title, and interest in works, inventions, and other intellectual property original to or owned by Contractor prior to the execution of this Contract or created outside the scope of this Contract. If the Services involve the creation of intellectual property including, but not limited to, inventions, concepts, processes, reports, derivative works, studies, photographs, software (including in both object code and source code form), drawings, designs, writings, related drafts, supporting materials, or data (collectively, the "Works"), UTNWFT will own all right, title, and interest, including copyrights, and, if applicable, patent rights, in and to the Works. Contractor agrees that all copyrightable Works are "works made for hire" as defined under the copyright laws of the United States. To the extent that any of the Works are not works made for hire, Contractor unconditionally assigns to UTNWFT and UTNWFT's successors and assigns all right, title, and interest, including copyright, and other intellectual property rights, in and to the Works in all media (whether now known or later developed) worldwide and in perpetuity. Contractor grants to UTNWFT a worldwide, non-exclusive, royalty-free, perpetual license to use, reproduce,

distribute, modify, exercise, practice, perform, and exploit any assets subject to Contractor's patents, copyrights, or other intellectual property rights, to the extent that such license is necessary for UTNWFT to enjoy all rights associated with ownership of the Works. Upon request of UTNWFT, Contractor will deliver to UTNWFT all tangible copies (including digital copies) of the Works and will execute and complete all documentation necessary to establish UTNWFT's ownership of the Works. Contractor warrants and covenants that the Works will not infringe on the patent rights, copyrights, or other intellectual property rights of Contractor or third parties.

15. **Miscellaneous Terms and Conditions.**

(a) **Notices.** Any notice, request, or demand made by either party to this Contract must be in writing and must be delivered: (i) in person; (ii) by mail, postage prepaid, certified (return receipt requested); (iii) by a nationally recognized, next-day delivery service with tracking information and requesting next-business day delivery; or (iv) email. Notices must be addressed to the other party at that party's address first stated above and will be deemed delivered: (i) immediately if delivered in person; (ii) three business days after deposit in the mail if sent as described above; (iii) the next business day if sent by an overnight service and sent as required above; or (iv) on the first business day after sending by email.

(b) **Governing Law; Forum.** This Contract and claims relating to this Contract will be interpreted, construed and governed by the laws of the state in which the UTNWFT Business Unit set forth on the first page this Contract is located (excluding such state's choice of law principles, if any). In the event of any litigation over the interpretation or application of any of the terms of this Contract, litigation will be conducted in the state in which the UTNWFT Business Unit set forth on the first page of this Contract is located.

(c) **Assignment; Subcontracting.** Contractor may not assign this Contract or subcontract any portion of the Services without UTNWFT's prior written consent, which may be granted via email. UTNWFT's consent may be granted or withheld in UTNWFT's sole discretion.

(d) **Entire Agreement; Amendments; Order of Precedence.** This Contract will become binding when signed by both parties and, together with its exhibits, which are incorporated into this Contract by this reference and made a part of this Contract, constitutes the entire agreement between the parties and supersedes all prior or contemporaneous communications, both oral and written, between the parties relating to the Services described in this Contract. Unless explicitly stated otherwise in this Contract, no amendment to this Contract, including a change in the Description of Services or any change order, will be effective unless in a writing signed by both parties. Unless otherwise agreed in writing by the parties, when provisions in the main body of this Contract are inconsistent or in conflict with any exhibit or attachment to this Contract, first priority will be given to the provisions in the main body of this Contract; second priority will be given to the provisions of any exhibit pursuant to Section 16 below, if applicable; third priority will be given to the Description of Services set forth in Exhibit A; and fourth priority will be given to any additional exhibits or attachments to this Contract.

(e) **Severability; No Waiver.** If any provision of this Contract is found to be invalid by a court of competent jurisdiction, the other provisions will not be affected by that finding. No delay in exercising any right or remedy under this Contract by either party will constitute a waiver of that right or remedy or of any other right or remedy under this Contract or under Applicable Laws.

(f) **Joint and Several Liability.** If two or more persons or entities are identified as Contractor in this Contract, their obligations under this Contract are and will be joint and several.

(g) **Counterparts.** This Contract may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute the complete Contract.

(h) **Consent to electronic signatures.** Facsimile or scanned signatures on this Contract and any related documents, and digital or electronic signatures where authorized under Applicable Laws, will be fully binding for all purposes under this Contract.

(i) **Authorization to Sign.** Contractor represents and warrants that the person signing this Contract on behalf of Contractor is duly authorized to sign this Contract on Contractor's behalf.

(j) **Survival.** The “Liability; Indemnification,” “Confidential Information,” and “Intellectual Property” Sections of this Contract will survive the expiration or earlier termination of the Contract.

In consideration of the above, UTNWFT and Contractor execute this Contract effective as of the later date of signature below.

The Upper Tana Nairobi Water Fund Trust

By: _____
(signature)
Print Name: _____
Title: _____
Date: _____

HR Powerhouse

By: _____
(signature)
Print Name: _____
Title: _____
Date: _____

Exhibits:

Exhibit A: Description of Services

Exhibit A
Description of Services

A. OBJECTIVE

B. TASKS

C. DELIVERABLES

D. DUE DATES FOR DELIVERABLES