

CONSULTANT AGREEMENT GENERAL TERMS AND CONDITIONS

I. PERSONAL SERVICES

The work to be performed by Consultant under this Agreement relies upon certain specific skills possessed by Consultant. Therefore, unless otherwise approved by ZHI, any attempt by Consultant to sell, assign or otherwise transfer to a third party any of Consultant's obligations under this Agreement shall be deemed a termination by Consultant under Section IV of this Agreement, below.

II. RELATIONSHIP OF THE PARTIES

- a) **Independent Contractor.** The relationship of ZHI and Consultant established by this Agreement is that of independent contractor, and nothing contained in this Agreement shall be construed to (a) give either party the power to direct or control the day-to-day activities of the other, or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint understanding. Consultant is not an employee of ZHI and, as such, is not entitled to those benefits, rights or privileges that are accorded to ZHI employees. Consultant shall be responsible for the payment of all taxes arising out of Consultant's activities in accordance with the Agreement, including, by way of illustration but not limitation, federal, state, and local income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.
- b) **Indemnification.** Consultant will indemnify, defend, and hold ZHI harmless from any loss, damage, liability, claims, costs, demands, suits, or judgments, including reasonable attorney's fees, as a result of any damage or injury to ZHI, its employees, officers, or agents, or injury to the property of ZHI, its employees, officers, or agents, or for any injury to third persons or their property which is directly or indirectly caused by Consultant in the course of performance of any of the work specified in this Agreement.
- c) **Work for Hire.** All materials delivered by Consultant to ZHI under this Agreement shall be considered a work made for hire under the Zimbabwean copyright laws and shall be owned by ZHI. To the extent that such materials are not considered a work made for hire by operation of law, then Consultant hereby assigns to ZHI all rights, title and interest in and to any copyright of any of the materials.
- d) **No Agency.** This Agreement may not be assigned by Consultant. Consultant shall have no power to sign ZHI's name to any agreement or otherwise bind ZHI. Consultant shall identify herself/himself as a Consultant of ZHI when making contact with ZHI's clients or others, as may be required in the performance of service under this Agreement.
- e) **Nondisclosure of Confidential and Proprietary Information.** During the term of this Agreement, Consultant may receive or have access to data and information that is confidential or proprietary to ZHI. Confidential or proprietary information may be used by Consultant only with ZHI's written consent and only for purposes of performing the obligations under this Agreement. Consultant will not reveal, publish or otherwise disclose ZHI's confidential or proprietary information to any third party without the prior written consent of ZHI. This provision shall exist in perpetuity.
- f) **ZHI Vendor Certification Form.** Consultant must update ZHI regarding with any changes to the information on the Supplier Certification Form shared separately with them.

III. FEES AND EXPENSES

- a) Consultant shall be compensated for the services performed and/or materials delivered according to the agreed fee(s) provided in the Agreement. During performance of the work, Consultant shall be entitled to receive payments against the established fee on either i) an hourly or a daily ("day" is defined as an 8-hour equivalent work period, with less or more than 8 hours paid on a proportionate basis) rate basis for work performed up to a maximum number of days provided in the Agreement or ii) on a fixed fee basis for completion and delivery of specific activities and deliverables. Compensation for travel time will be calculated at the hourly rate but such compensation shall not exceed the amount payable for an eight (8) hour day for each day while on travel status. FEE PAYMENT REQUESTS MUST BE SUBMITTED NO LATER THAN THIRTY (30) DAYS AFTER THE MONTH IN WHICH THE WORK WAS PERFORMED.
- b) Consultant shall be reimbursed for authorized expenses incurred. Reimbursement of expenses shall not exceed the amount stated in the Agreement. All requests for reimbursement must be accompanied by a receipt. Payment of fees and expenses is based on satisfactory performance and subject to ZHI Technical Monitor acceptance of services and/or deliverables provided. Requests for fees/expenses shall be submitted on the appropriate ZHI form.

IV. TERMINATION

ZHI may suspend or terminate this Agreement in whole or in part, at any time, and for any reason, by providing five (5) days written notice of the effective date of the suspension or termination to Consultant. Consultant will be responsible for satisfying all its obligations relative to this Agreement through the effective date of termination or suspension. Consultant will be reimbursed for services provided up to the effective date of termination or suspension. ZHI will only be responsible for costs incurred after the effective date of suspension or termination as follows: (a) if ZHI expressly authorizes such costs in the notice of suspension or termination or subsequently in writing, or (b) if the costs result from non-cancelable obligations that were properly incurred before the effective date of suspension or termination and are otherwise allowable. Upon termination, Consultant will cease all work under the Agreement, and return or provide to ZHI all materials and work product related to this Agreement.

V. OTHER PROVISIONS

- a) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Zimbabwe. Jurisdiction and venue for any dispute related to this Agreement shall be in Zimbabwe.
- b) **Corrupt Practices and Gratuities.** Consultant represents and warrants that she/he will comply with all applicable local, national, funder/foreign laws and regulations pertaining to performance of obligations under this Agreement. The Consultant agrees not to accept any payment, benefit or gratuity from any person associated with the performance of work required under this Agreement. A violation of this provision by Consultant shall result in immediate termination of this Agreement.
- c) **Terrorist Financing.** Consultant will not engage in transactions with or provide resources or support to individuals and organizations associated with terrorism, including those organizations and individuals identified in lists promulgated by the U.S. Government, the United Nations, and the European Union. It is the legal responsibility of Consultant to ensure compliance with these laws.
- d) **Child Safeguarding.** ZHI strictly prohibits personnel from engaging in any form of child abuse, exploitation, or neglect. Consultant agrees to comply fully with the Zimbabwean local child welfare and protection laws or with international standards, whichever gives greater protection, and must comply with U.S. law where applicable. Consultant is required to report to ZHI any violation of this policy. Reports can be made directly to any ZHI Board of Trustees or Senior Management Staff.
- e) **Anti-Trafficking.** Consultant agrees to comply with the ZHI's Policy of Combatting Trafficking in Persons.