



Victor Omollo  
C/O SERVE Kenya  
Ukunda, KENYA

Dear Victor,

## CONTRACT WITH SERVE KENYA AS [POSITION TITLE]

SERVE Kenya is pleased to offer you an employment as a [POSITION TITLE] under the following terms and conditions:

### 1. Terms of employment

This position will be in effect from **1st January 2016** to **31st December 2016**.

### 2. Job title

2.1 Your work title is **XXXXXXX** of SERVE Kenya. You shall report to the Executive Director (ED) or any other person to whom they may delegate such a responsibility in writing.

2.2 You will perform to the best of your ability all duties related to your position as **XXXXXXX** and achieve all the targets that the ED may allocate from time to time.

### 3. Place of work

Your work base shall be at **Ukunda** or such other location as your work will require. Under the terms of this contract, you may be required to travel extensively in the field away from your normal place of work.

### 4. Remuneration

4.1 Your gross consolidated salary will be **Kshs 200,000** per month (inclusive of all statutory allowances and overtime).

### 5. Reimbursement and Payment of Ministry Expenses

5.1 All requests for payments or reimbursement must be submitted with supporting documentation using the established form. The form must be filled out completely and accurately, with each request stating the "specific ministry purpose" of each expense, and approved by the ED using a signature and date.

Requests for reimbursement must have original and itemized receipts attached. Photocopies cannot be accepted. Only receipts that substantiate the specifics of the purchase. (e.g. lists the gallons of gas, or each item purchased at a restaurant) are acceptable.

6. **Exclusivity**

You will devote your entire working time to SERVE Kenya and will not accept any other employment/assignment without the ED's prior consent in writing.

7. **Hours of Work**

SERVE Kenya's normal hours of work are 9.00 a.m. to 5.00 p.m. Tuesday to Friday, 9.00 a.m. to noon Saturday, and with such additional hours as are necessary for you to properly perform your duties. Please note that no overtime will be payable.

In special cases however, time off may be allowed to compensate for excess time spent outside the work place. Time off under this clause, and/or leave under clause 10 of this agreement will need to be communicated to the ED in writing at least one calendar week prior to taking such time off or leave.

8. **Termination of Service**

This contract may be terminated at anytime by either party giving not less than one month's written notice or one month's contract pay in lieu of such notice.

You shall be liable to **instant dismissal** in case of insubordination, gross misconduct, unfaithfulness, thievery, or negligence of duty and/or any other cause as provided under the Employment Act, 2007.

Notice given by the Organisation under this Clause shall in all cases determine the contract forthwith.

10. **Confidential Information**

10.1 You will surrender to SERVE Kenya all documents, papers and property which may have been made or prepared by you or have come into your possession or under your control in the course of your contract or which relate in any way to the business and affairs of SERVE Kenya or its Programmes, together with all other documents, papers and property in your possession or under your control and belonging to SERVE Kenya immediately upon termination of your employment (or at any earlier time on demand) and you shall not without the prior written consent of the ED retain any copy or copies thereof.

11. **Warranty**

You shall not be a party to any agreement, contract (whether of employment or otherwise) or understanding which would in any way restrict or prohibit you from undertaking or performing your duties in accordance with the Terms and Conditions of this Contract.

12. **Leave**

**Annual Leave** – During the period of this contract you will be entitled to 21 working days leave per year to be taken at the discretion of the ED with the interest of SERVE Kenya in consideration. Time off will be granted when you are required to be on official duty on Kenyan public holidays.

13. **Governing Law**

This contract shall be governed by and construed in all respects in accordance with the Kenyan law. Kindly acknowledge your acceptance and agreement to the Terms and Conditions of this contract by signing this contract and return it to the Executive Director, SERVE Kenya.

**[POSITION TITLE]**  
**SERVE KENYA**

I ..... accept SERVE Kenya offer of contract and agree to be bound by the terms and conditions of the contract as set out above.

Signed ..... Date .....  
**[Victor Omollo]**

Printed name .....

Yours faithfully,

Signed ..... Date .....  
**[Executive Director]**

Printed name .....