

# Economic Policy & Research Institute NPC

A SECTION 21 COMPANY · Reg. number 1998/009814/08 (Republic of South Africa)

SUNCLARE BUILDING 3rd FLOOR 21 DREYER STREET CLAREMONT 7700 CAPE TOWN  
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## INDEPENDENT CONTRACTOR AGREEMENT

**THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") dated this 05 August 2022**

### **BETWEEN:**

Economic Policy Research Institute NPC of Sanclare Building, 3<sup>rd</sup> Floor, 21 Dreyer Street, Claremont,  
Cape Town 7700  
(the "Client")

**- AND -**

Sangar Youssif Salih  
Kurdistan region-Erbil, Zanko 99 - 44001

(the "Contractor")

### **BACKGROUND:**

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.
- C. The Parties agree that Contractor, as well as any individual working for Contractor, is an independent contractor and is not an employee of the Client for any purpose. Nothing in this

Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the Client and the Contractor, or any individual working for Contractor.

- D. Neither Contractor, nor anyone performing services on Contractor's behalf, either as an agent or sub-contractor, shall be eligible to participate in any benefit program provided by the Client for its employees.
- E. The Contractor shall be solely responsible for, and shall pay, any and all taxes and withholding that may be assessed as a result of the work performed by Contractor under this Agreement including, without limitation, any applicable income taxes, workers' compensation insurance, disability insurance, unemployment insurance, etc. The Contractor is also solely responsible for the creation and maintenance of appropriate legal entities necessary to operate independently.
- F. The Company requests the Contractor to perform a pre-defined set of services for it and may request the Contractor to perform additional services in the future.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

**Services Provided**

1. During the Term, the Company may engage the Contractor to provide the following services as needed (the "Services"), or other such services as mutually agreed upon in writing by the Parties (email is acceptable):
  - Prepare research proposals on topics approved by the Client's research team consisting of such persons as the Client may appoint from time to time;
  - Be responsible for liaising with research groups, the Client's Research Fellows and research assistants;

- Collect, assemble, collate, and analyse data relevant to the research topic;
- Submit project deliverables within the specified timeframes, meeting all deadlines;
- Present research papers at workshops, seminars and conferences organised by the Client
- Attend conferences on behalf of the Client;
- Represent the Client at meetings when requested to do so.
- Engage in stakeholder consultations with Clients and other stakeholders as required by the project.
- Lead and support the development of draft and final data collection instruments, IRB packages and consultations schedules as required by the project
- Lead and support the development of draft and final deliverables including reports, policy and evidence briefs
- Contribute to the development proposal, inception reports and other business development products particularly in areas that require specific expertise and leverage own expertise
- Lead and support analysis of quantitative and qualitative data for reporting
- Provide in country support for consultations, meetings, workshops etc. as required by projects
- Support the development of policy advisory products

- Support the Client's capacity development initiatives and take lead on responsibilities as designated
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client. If commissioners or partners of the Client's work change or terminate deliverables or the contract with the Client, this contract will be subject to relevant change or termination.
  3. The Contractor shall provide the necessary equipment to perform the Services. If the Contractor has obtained employees or agents (the "**Contractor Personnel**"), the Contractor shall be solely responsible for all costs associated with the Contractor Personnel and the quality of work produced.
  4. As a result of providing the Services, the Contractor or Contractor Personnel may create certain work product (the "**Work Product**").
  5. The Contractor shall notify the Company of any change(s) to the Contractor's schedule that could adversely affect the availability of the Contractor, whether known or unknown at the time of this Agreement, no later than one week prior to such change(s). If the Contractor becomes aware of such change(s) within the specified period, the Contractor shall promptly notify the Company of such change(s) within a reasonable amount of time.

**Term of Agreement.**

6. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect to terminate on **10 June 2023** with the satisfactory and timely completion of the deliverables, as confirmed in a mutually agreed work plan as approved by the Client.
7. Performance reviews will be conducted every three months and will include a combination of the following components: improvements in work quality, outputs and delivering efficiency, initiative, cooperation and teamwork in addition to any exceptional outcomes achieved during a three-month period. The extension of the contract or its terms beyond the performance review cycle will depend on a satisfactory review.

8. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
9. This Agreement may be terminated at any time by mutual agreement of the Parties.
10. This Agreement may be extended at any time by mutual agreement of the Parties.
11. Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement.

### **Performance**

12. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **Currency**

13. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US\$ (US Dollars).

### **Compensation**

14. The Client shall pay the Contractor a total fee up to a maximum of US\$ 5,250 (Five thousand two hundred and fifty US Dollar ) at a daily rate of USD 175 (One hundred and seventy five US dollar (subject to submission of deliverables as stipulated in the deliverable schedule (See **Annexure 1**)
  - (i) The receipt of correctly rendered invoices in accordance to deliverable schedule for the duration of this contract
  - (ii) Complete record of time spent on Client's work as recorded on the mandatory time tracking application, unless otherwise agreed

All payments will be made via a bank transfer from the Client to the Contractor into the bank account, as detailed by the contractor in the attachment at the end of this contract.

- 13 This allocation can be expanded based on extensions to the scope of work (Clause 1) and as mutually agreed in writing with a contract amendment.

### **Reimbursement of Expenses**

- 14 All expenses must be pre-approved by the Client.

### **Confidentiality**

- 15 Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, documents shared by the Client or its partners and other stakeholders for the purposes of the project, documents and data made available to the contractor via the Client for use in this project, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
- 16 The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

### **Ownership of Intellectual Property**

- 17 All intellectual property and related material, including any trade secrets, work products, project deliverables, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

- 18 The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

**Return of Property**

- 19 Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

**Capacity/Independent Contractor**

- 20 In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

**Notice**

- 21 All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

a. Economic Policy Research Institute NPC  
Sunclare Building, 3<sup>rd</sup> Floor, 21 Dreyer Street, Claremont, Cape Town 7700

b. Sangar Youssif Salih  
Kurdistan region-Erbil, Zanko 99 - 44001

or to such other address as either Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

### **Indemnification**

- 22 Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

### **Modification of Agreement**

- 23 Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### **Time of the Essence**

- 24 Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### **Assignment**



- 25 The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

### **Entire Agreement**

- 26 It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement. This Agreement replaces and supersedes all prior agreements between EPRI and the Contractor.

Except as otherwise provided in this Agreement, the obligations of the Contractor will end upon the termination of this Agreement. The Confidentiality Clause, the Ownership of Intellectual Property Clause, the Return of EPRI Property Clause and the Indemnification Clause survive termination of this Agreement. EPRI's Work Procedures document is incorporated into this Agreement by reference.

### **Inurement**

- 27 This Agreement will Inure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

### **Titles/Headings**

- 28 Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

### **Gender**

- 29 Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

- 30 This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**Severability**

- 31 In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

- 32 The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**Privacy Policy**

- 33 In Accordance with EPRI policy, project policy and government regulations, EPRI will not disclose any non-public personal information, except in the ordinary course of business to carry out the purposes for which such information is needed to be disclosed. (E.g: To process bank payments for services rendered)

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand on this date 08 August 2022



August 5, 2022

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Ingrid van Niekerk  
Executive Co-Director  
Economic Policy Research Institute

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Consultant Name  
Sangar Youssif Salih

### Contractor's Bank Details

**Holder Name:** Sangar Youssif Salih  
**Bank:** Region Trade Bank  
**Account Number:** 203 0039937 002 2517 000  
**Routing Number:**  
**State:** Iraq  
**City:** Erbil  
**Zip Code:** 44001  
**BIC(SWIFT):** RTBAIQBAXXX  
**Bank Address:** Gulan St, Erbil-Iraq  
**Branch Code:** XXX

## ANNEXURE 1 ( Deliverable Schedule)

<b>Deliverable</b>	<b>Amount</b>
Inception workshop and report approval of final report by UNICEF – Iraq 10%	\$ 350,00
inception workshop and report approval of final report by UNICEF – KRI -10%	\$ 350,00
Meetings, notes and inputs into draft SP strategy IRQ upon approval of draft by UNICEF – 25%	\$ 875,00
Meetings, notes, and inputs into draft SP strategy KRI upon approval of the draft by UNICEF – 20%	\$ 700,00
M&E framework for KRI and IRQ upon approval by UNICEF – 25%	\$ 875,00
Final strategy and roadmap upon approval by UNICEF + final workshops/consultations with the government – 10%	\$ 350,00
Data collection completed and finalized notes provided for all questions by IPC-IG <b>(10 Additional Days)</b>	\$ 1 750,00
<b>TOTAL CONTRACTED</b>	<b>\$ 5 250,00</b>