

REPUBLIC OF RWANDA



NATIONAL INSTITUTE OF
STATISTICS OF RWANDA

P.O. Box 6139 Kigali
Tel: +250-571035 Fax: +250-570705
E-mail : info@statistics.gov.rw

CONTRACT FOR ESTABLISHMENT CENSUS

BETWEEN THE UNDERSIGNED

The National Institute of Statistics of Rwanda (NISR) herewith referred to as “Recipient” and represented by the Director General on one hand;

And

....., **Tel**
ID no.....and **CSR**.....hereinafter referred to as the “Support Staff” on the other hand;

(Together “the Parties”)

WHEREAS:

- A. The Recipient requires the Support Staff to provide the services as described in (“the Duties”) to NISR; and
- B. The Support Staff has agreed to provide the Services on the terms and conditions set out in this Contract.

THE PARTIES AGREE as follows:

Article 1: Title of Post

The Staff will serve as the Support Staff and report directly to his/her supervisor.

Article 2: Duties

The Support Staff under the supervision of the NISR will perform the following ;

- To make sure that all required materials for field work are sufficient;

- To ensure security of all materials entrusted;
- In collaboration with the chef of village, to identify all establishments located in the village;
- To fill in the census questionnaire basing on enumerators manual instructions;
- To ensure that there is no uncompleted question before leaving the establishment office;
- To return all the questionnaires filled to the team leader;
- To report daily the progress of activities to the team leader.

Article 3: Commencement and duration of the Services

The Support Staff shall start the services on **24th November 2014** (“The Start Date”) and shall complete them by **24th December 2014** (“the End Date”); such an extension shall be based upon mutual consent of both Parties.

Article 4: Official Duty Station

The Support Staff will be based in any place in Rwanda as deemed necessary by the recipient.

Article 5: Remuneration and Benefits:

- a) The Support Staff will be paid a gross salary of **One Hundred Sixteen Thousand Three hundred thirty Seven Rwandans Francs (116,337 Rwf.)** which is inclusive of basic salary and other legal deductions (PAYE, RSSB/Pension).
- b) All statutory deductions, as per the Government of Rwanda’s rules and regulations including income tax and social security contributions, shall be calculated based on the gross salary, leaving the net salary of **Seventy Five Thousand Rwandans Francs (75,000 Rwf.)**
- c) The Support Staff may not claim any advantage and/or compensation other than those specified in the current contract.

Article 6: Rights and obligations

- a) The rights and obligations of the Support Staff are strictly limited to the terms and conditions of this contract
- b) The Support Staff shall be solely liable for claims by third parties arising from his own negligent acts or omissions in the course of performing this agreement and under no circumstances shall NISR be held liable for such claims by third Parties.

- c) The title rights, copyright and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested exclusively in NISR

Article 7: Confidentiality

The Support Staff shall not disclose to any unauthorized person or party, confidential information regarding Establishment Census or NISR that may have been made known to him/her by NISR in the course of performing his obligations under the terms of this agreement except upon.

Article 8: General obligations of the Support Staff

The staff is bound to the following commitments:

- a) To carry out with diligence, zeal and loyalty the tasks or mission included in the framework of this Contract and travel within and outside Rwanda if the accomplishment of the objectives in the contract or interest of NISR so require;
- b) Apply the necessary care and skills at hand towards proper utilization of all resources belonging to NISR (e.g. documents, materials and equipments);
- c) To conform to the professional obligations and not engage in any activity that is incompatible with the duties described in Article 2 above;
- d) To abide by the Rwanda law and regulations those are applicable to the present Contract.

Article 9: General obligations by the Recipient

The Recipient is henceforth committed to the following:

- a) To enable the Support Staff to assume his attributions in the best conditions, by availing to him all the documents, materials and equipments necessary for carrying out his duties efficiently and effectively.
- b) To discharge all statutory requirements pertaining to the Support Staff's remuneration in a timely way including income taxes and social security contributions;
- c) To abide by the Rwanda law and regulations those are applicable to the present Contract.

Article 10: Severability

Each provision of this Contract shall be severable. If any provision is held invalid, contrary to, or in conflict with, any law or regulation by a tribunal of competent jurisdiction, the non-affected part of the contract shall remain in effect.

Article 11: Termination of the contract

In the event of breach of terms or conditions of this contract, either party may terminate this contract at any time by giving the other party five (5) days notice in writing of its intentions to do so. However, it may be terminated without notice by the Employer if the employee fails to perform his duties satisfactorily or in case of gross negligence or agreement between the parties.

Article 12: Modification of the contract

This contract can be modified by the consent of both parties to this contract

Article 13: Copies of the contract

The present contract shall be established in two (2) original copies – one for the Enumerator, and the other for NISR management.

Article 14: conflict resolution

In case of conflict the parties will try to solve their differences amicably and failure to reach a common understanding, the parties will resort to the courts of Laws in Rwanda

Article 15: Final provisions

- a) The two parties commit to refer to common practices or to an amicable settlement of any disputes that may arise during the execution of the present Contract.
- b) For anything not explicitly provided for in the current Contract, the parties have agreed to scrupulously conform to the labor laws and regulations in force in Rwanda.
- c) The parties acknowledge that each party has read and understood this contract before execution.
- d) The present contract takes effect from the date of signature by both parties

Names: **MURANGWA Yusuf**
Title: **Director General of NISR**

AGREED AND SIGNED BY:

For the Support Staff:

Names:

.....

Signature ::

Date:/...../2014