

CONSULTANT ASSIGNMENT GENERAL TERMS AND CONDITIONS

I. PERSONAL SERVICES It is agreed by both Family Health International (FHI 360) and Consultant that this Assignment relies upon the particular skills possessed by Consultant and that the work assigned to Consultant relies upon those specific skills possessed by Consultant. Therefore, unless otherwise approved by FHI 360, any attempt by Consultant to sell, assign or otherwise transfer to a third party any of Consultant's obligations under this Assignment shall be deemed a termination by Consultant under Section IV of this Assignment, below.

II. RELATIONSHIP OF THE PARTIES

- a) Independent Contractor. The relationship of FHI 360 and Consultant established by this Assignment is that of independent contractor, and nothing contained in this Assignment 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. Accordingly, Consultant shall be responsible for the payment of all taxes arising out of Consultant's activities in accordance with the Assignment, 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. Consultant represents and warrants that no payment is due or shall become due to any third party (other than as set forth above) in connection with Consultant's performance of services pursuant to this Assignment. Consultant shall be solely responsible for, and shall indemnify and hold FHI 360 free and harmless from any and all claims, damages or causes of actions (including FHI 360's reasonable attorneys' fees) arising out of the acts of Consultant.
- b) Work Product Presumptive FHI 360 Property. All writings, books, articles, artwork, computer programs, databases, source and object codes, and other material of any nature whatsoever that is subject to copyright protection and reduced to tangible form in whole or in part by Consultant in the course of Consultant's service to FHI 360 shall be considered a work made for hire, or otherwise, and therefore FHI 360's property. During this Assignment and thereafter, Consultant agrees to take all actions and execute any documents that FHI 360 may consider necessary to obtain or maintain copyrights, whether during the application for copyright or during the conduct of an interference, infringement, litigation, or other matter (all related expenses to be borne by FHI 360). Consultant shall identify all materials in which Consultant intends to exempt from this provision prior to the use or development of such materials.
- c) Scope of Agency. Consultant shall have no power to sign FHI 360's name to any Assignment or otherwise bind FHI 360. Consultant shall identify herself / himself as a consultant of FHI 360 when making contact with FHI 360's clients or others, as may be required in the performance of service under this Assignment.
- d) Rights, Privileges, or Benefits. Consultant is appointed to serve as an independent contractor, and is not an employee of FHI 360. Accordingly, Consultant expressly agrees for Consultant and Consultant's successors, assigns and heirs that Consultant is not entitled to receive any rights, privileges, or benefits from FHI 360 except as provided herein, and Consultant hereby waives any claims to benefits provided to employees of FHI 360 expressly.
- e) Conflict of Interest. Consultant shall not accept for Consultant's own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Assignment or the discharge of Consultant's duties. Consultant shall not engage in any business or professional activities, directly or indirectly, that would conflict with the activities assigned under this Assignment or any expected or anticipated future activities. Consultant shall immediately report any potential or suspected violations of this requirement to FHI 360.
- f) Nondisclosure and Indemnification. As Consultant's work may involve access to and use of confidential information, Consultant acknowledges that FHI 360's Proprietary Information which was developed by FHI 360 with considerable effort and expense is unique, confidential, and constitutes the exclusive property of the FHI 360. Consultant also acknowledges that an integral part of FHI 360's business involves the receipt of confidential Client Information. Consultant further acknowledges that any unauthorized use of the Proprietary Information or the Client Information by Consultant, or any disclosure of the same to any third parties, would be wrongful and would cause irreparable injury to the FHI 360 and/or its Clients. Accordingly, Consultant covenants and agrees that, for the period of her/his access to such information and thereafter, she/he will (i) hold the Proprietary Information and the Client Information in strictest confidence, (ii) not disclose such information to any person, firm, corporation or other entity, and (iii) not use such information for any purpose not expressly authorized by FHI 360. Consultant also agrees that upon request she/he shall return all business records and other information in her/his possession or control that in any way relates to FHI 360, FHI 360's Proprietary Information, or the Client Information. Consultant agrees to indemnify and hold FHI 360 harmless from any loss, claim or damages, including attorneys' fees and costs, arising out of or relating to any willful or grossly negligent unauthorized disclosure or use of FHI 360's Proprietary Information or the Client Information by Consultant.

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 Assignment. During performance of the work, Consultant shall be entitled to receive payments against the established fee on either i) 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 Assignment 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 NOT 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 Assignment. Requests for reimbursement for all amounts over fifty dollars (\$50.00) must be accompanied by a receipt. **EXPENSE REQUESTS SHALL BE SUBMITTED NOT LATER THAN THIRTY (30) DAYS AFTER THE MONTH IN WHICH THE EXPENSES WERE INCURRED OR NOT MORE THAN THIRTY (30) DAYS AFTER RETURN FROM TRAVEL, WHICHEVER IS LATER.**
- c) Consultant may submit requests for fees and/or expenses reimbursement no less frequently than once per month. Payment of fees and expenses is based on satisfactory performance and subject to FHI 360 Technical Monitor acceptance of services and/or deliverables provided. Any outstanding travel or other advances will be deducted from fee payment requests. Requests for fees/expenses shall be submitted on the appropriate FHI 360 form.
- d) **IMPORTANT PAYMENT NOTE FOR U.S. CITIZENS OR PERMANENT RESIDENTS: Federal tax, state tax, and Social Security will not be withheld from your payment. Your income will be reported on a 1099 form. You will need to complete the IRS W-9 form entering your SSN or EIN in the space provided when submitting invoices or requests for payment. The W-9 form can be downloaded at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>**

IV. TERMINATION This Assignment may be terminated by either party for the following reasons:

- a) **By Consultant or FHI 360** Consultant or FHI 360 may, without cause, terminate this Assignment with not less than thirty (30) days written notice in whole or part, at any time prior to the scheduled termination or completion date:
- b) **By FHI 360: Termination for Cause.** This Assignment may be terminated for cause, which shall be effective upon delivery of notice to Consultant's place of residence or place of business. **For the purposes of this subsection, cause shall mean Consultant's misconduct, failure to provide contracted services, commission of any unlawful act, or other reasons within the control of the Consultant.** Under termination for reasons stated in this subsection, FHI 360 shall determine the amount of Consultant's fee, if any, that is payable for those services;
Termination for Convenience. This Assignment may be terminated for convenience, which shall be effective upon Consultant's receipt of notice of termination. For purposes of this subsection, convenience shall mean i) the discontinuance of FHI 360 client funding, ii) events causing an impossibility or impracticability of performance, or iii) other changes in FHI 360's program direction. For termination for reasons stated in this subsection, Consultant shall be reimbursed for time worked prior to the date of termination, travel time back to the Consultant's home immediately following termination of activities as directed, expenses documented in accordance with paragraph IV.b, and for any time approved for the preparation of any reports.

V. SPECIAL PROVISIONS

- a) Governing Law. This Assignment shall be governed by and construed in accordance with the laws of North Carolina. Further, Consultant shall be solely responsible for compliance with all applicable U.S. and, if applicable, foreign country federal, state and local laws and regulations.
- b) Corrupt Practices and Gratuities. Consultant represents and warrants that she/he will comply with all applicable local, national, foreign laws and regulations pertaining to performance of obligations under this Assignment. In particular and without limitation, Consultant shall not act in any fashion or take any action that will render FHI 360 liable for a violation of the U.S. Foreign Corrupt Practices Act ("FCPA"), which prohibits the offering, giving or promising to offer or give, directly or indirectly, money or anything of value to any official of a government, political party or instrumentality to assist Consultant or FHI 360 in obtaining or retaining business or in carrying out the Services. Additionally, Consultant agrees not to receive or accept any payments or other benefits from any parties associated with the performance of work required under this Assignment. Consultant agrees failure to comply with the FCPA and/or receipt of payment or other benefits could compromise the integrity of the work performed and therefore FHI 360 would have the right to terminate this Assignment and request a refund of fees paid for such work
- c) Dual Compensation. Consultant hereby certifies and agrees that receipt of compensation for services to be provided under this Assignment shall not constitute dual compensation or compensation from sources other than FHI 360 for the same work to be performed by Consultant for FHI 360.
- d) Terrorism E.O. 13224: Consultant **agrees and certifies** that Consultant is not in violation of and will take all necessary actions to comply with Executive Order No. 13224 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism.