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**SERVICE CONTRACT**

**BETWEEN**

**REALMEN INITIATIVE GLOBAL RESOURCES LIMITED**

**AND**

**XXX**

**For the**

**Provision of XXX Services**

**CONTRACT NUMBER:**

SERVICE CONTRACT

**(Company)**

This Service Contract (**Contract**) is entered into on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 20\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**Company**), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with a principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**Contractor**).

**WHEREAS**

1. The Company has received an application from the Contractor to provide the Services provided in Appendix B of this Contract.
2. The Contractor undertakes that it has the skills, manpower and competency required to execute the Service contained in Appendix B of this Contract.
3. Parties have agreed to enter into this Contract which shall cover the terms and conditions of the Contract between the Company and the Contractor.
4. **Services.**
   1. **Nature of Services.** Contractor will perform the services, as more particularly described in Appendix A, for Company as at Service Provider. Contractor will perform such services in a diligent manner and in accordance with the schedule, if any, set forth in Appendix A. The content, style, form and format of any work product of the Services shall be completely satisfactory to Company and/or its Client and shall be consistent with Company’s standards. Except as specified on Appendix A, Company agrees that Contractor's services need not be rendered at any specific location and may be rendered at any location selected by Contractor subject to the Clients approval. Contractor hereby grants Company the right, but not the obligation, to use and to license others the right to use Contractor’s employees, name, voice, signature, photograph, tools, trademark, copyright, likeness and biographical information in connection with and related to the Services.
   2. **Relationship of the Parties.** Contractor enters into this Contract as, and shall continue to be, a Service Provider. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to Company as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to Company's employees, including without limitation to worker's compensation, pension, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for providing the Services.
   3. **Fees**
5. Contractor shall be entitled to professional fees, less withholding tax for the Services as set forth in Appendix B. Completeness of work product shall be determined by Company, subject to Client’s confirmation and Contractor agrees to make all revisions, additions, deletions or alterations as requested by Company. No other fees and/or expenses will be paid to Contractor, unless such fees and/or expenses have been agreed upon in advance by the Company and Contractor in writing. Contractor shall be solely responsible for any and all taxes applicable to such fees and compensation. Contractor hereby indemnifies and holds Company harmless from, any claims, losses, costs, fees, liabilities, damages or injuries suffered by Company arising out of Contractor's action or failure with respect to its obligations in this Section 1.3.
6. If Contractor fails to complete the execution of the work within the time frame specified in Appendix A hereto, then Contractor shall pay to the Company the amount equivalent to 1% of contract price as liquidated damages for such default and not as penalty for every week or part of a week which shall elapse between the time stated in the Subcontract and the date of certified completion of the work. The said amount shall be deducted from any money due or which may become due to CONTRACTOR under the contract or such amount shall be recovered as debt owed to Company. In no such event shall the amount of liquidated damages exceed in aggregate 5% of the Contract Price.
   1. **Personnel.** Contractor represents and warrants to Company that its employees performing Services hereunder have sufficient expertise, training and experience to accomplish the Services. Contractor undertakes that all its personnel shall be compensated, taxes withheld, and other benefits made available by the Contractor as required by applicable law and regulations. Contractor warrants that its employees are of good conduct and character and shall in no way jeopardize the service to be rendered.
7. **Protection of Company's Confidential Information.**
   1. **Confidential Information.** Contractor and his employees agree not to divulge or appropriate to his own use or to the use of others, in competition with the Company, any secret or confidential information or knowledge pertaining to the business of the Company or its Clients, obtained by him in any way while in and after employment by the Company. Contravention of this condition will result in termination of the contract and/ or legal action. The Company retains proprietar**y** interest over all work products including but not restricted to designs, documents, articles, software created by the Contractor during the duration of this Contract.

Company Information includes not only information disclosed by Company, but also information developed or learned by Contractor during Contractor's performance of the Contract. It also includes all information which has or could have commercial value or other utility in the business in which Company is engaged or contemplates engaging, or the unauthorized disclosure of which could be detrimental to the interests of Company, whether or not such information is identified by Company. Company Information also includes third-party information which is in Company's possession under an obligation of confidential treatment.

* 1. **Protection of Company Information.** Contractor agrees that at all times during or subsequent to the performance of the Services, Contractor will keep confidential and not divulge, communicate, or use Company or Client’s Information, except for Contractor's own use during the Term of this Contract to the extent necessary to perform the Services. Contractor further agrees not to cause the transmission, removal or transport of tangible embodiments of, or electronic files containing Company or Client’s information from Company's or Client’s principal place of business, without prior written approval of Company. Contractor shall also cause its Employees, Agents and Representatives to treat as confidential all information furnished in terms of this Contract.

**2.3 Exceptions.** Contractor's obligations with respect to any portion of the Company Information as set forth above shall not apply when Contractor can document that:

1. It was in the public domain at the time it was communicated to Contractor by Company;
2. It entered the public domain subsequent to the time it was communicated to Contractor by Company through no fault of Contractor;
3. Is approved for release (and only to the extent so approved) by the Company; or
4. Is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.

**2.4** The Contractor undertakes that no press release or other public announcement or public disclosure regarding this Contract or any project to be jointly executed shall be made by the Contractor without the prior written consent of the Company.

**2.5 The** requirement to protect Confidential Information disclosed under this Contract shall survive the termination of this Contract.

**2.6 Company/Client’s Property.** All materials, including without limitation to Company Information or innovations, trademarks, copyright, documents, drawings, drafts, notes, designs, computer media, electronic files and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (“ **Materials**), which are furnished to Contractor by Company or Client or which are developed in the process of performing the Services, or embody or relate to the Services, ), are the property of Company, and shall be returned by Contractor to Company promptly at Company's request together with any copies thereof, and in any event promptly upon expiration or termination of this Contract for any reason. Contractor is granted no rights in or to such Materials, the Company Information or the Innovations, except as necessary to fulfill its obligations under this Contract. Contractor shall not use or disclose the Materials, Company Information or Innovations to any third party.

1. **Assignment of Contractor's Inventions and Copyrights.**

**3.1Representations and Warranties**. Contractor represents and warrants to Company that (a) Contractor has full power and authority to enter into this Contract including all rights necessary to make the foregoing assignments to Company; (b) in performing under the Contract, Contractor will not violate the terms of any Contract with any third party; and (c) in performing under the Contract, the Services and any work product thereof are the original work of Contractor, do not and will not infringe upon, violate or misappropriate any patent, copyright, trade secret, trademark, contract, or any other publicity right, privacy right, or proprietary right of any third party; (d) Contractor shall defend, indemnify and hold Company and its successors, assigns and licensees harmless from any and all claims, actions and proceedings, and the resulting losses, damages, costs and expenses (including reasonable attorneys' fees) arising from any claim, action or proceeding based upon or in any way related to Contractor's, or Contractor’s employees, breach or alleged breach of any representation, warranty or covenant in this Contract, and/or from the acts or omissions of Contractor or Contractor’s employees.

1. **Termination of Contract.**
   1. **Term.** This Contract shall be effective from the date and for the period set forth in Appendix A, unless sooner terminated by either party in accordance with the terms and conditions of this Contract (**Term**). This Contract is terminable by either party at any time, with or without cause, effective upon receipt of written notice within 5 working days to the other party.

The Company reserves the right to terminate a Contractor’s employment for any of the following reasons:

1. Consistent failure to meet the agreed level of performance or competence established for his/her position as determined by the Client;
2. If a Contractor is confirmed guilty of misconduct, and/or breach of the Company’s rules and regulations;
3. Where a Contractor is medically certified to require psychiatric help or is experiencing a nervous breakdown.
4. Consistent failure to meet up with deadlines

* 1. Where Contractor is found guilty of serious misconduct, termination of the contract may be without notice. Offences or conduct leading to termination without notice include but are not limited to:

1. Theft, fraud, drunkenness, physical fighting resulting in exchange of blows either with or without use of weapons
2. Sexual harassment within the Client/ Company’s premises
   1. Where Company exercises its right to terminate the Contract, any obligation it may otherwise have under this Contract shall cease immediately, except that Company shall be obligated to reasonably compensate Contractor for work performed up to the time of termination.
   2. Where Contractor exercises its right to terminate the Contract in the course of rendering a service, any obligation it may otherwise have under this Contract shall cease immediately. However, the Contractor shall forfeit 25% of his Contract fee.
   3. Additionally, this Contract shall automatically terminate upon Contractor’s death or winding up. In such event, Company shall be obligated to pay Contractor’s estate or beneficiaries through his Administrators or Executors only the accrued but unpaid compensation and expenses due as of the date of death.
   4. **Continuing Obligations of Contractor.**
3. The Contractor shall not solicit or seek to entice away employees of the Company, for a period of 12 months commencing from the date of termination of this Contract, without the prior written consent of a Director of the Company.
4. The Contractor shall not work for the Client, directly or indirectly, for a period of 12 months commencing from the date of termination of this Contract, without the prior written consent of a Director of the Company.
5. The provisions of Sections 2, 3 (as relates to creation and ownership of copyright) and 5.2 shall survive expiration or termination of this Contract for any reason.
6. **Additional Provisions.**
   1. **Governing Law**  This Contract shall be governed by and construed in accordance with the Laws of Federation of Nigeria, without regard to its choice of law principles.
   2. **Dispute Resolution**
7. If any dispute arises out of or relating to this Contract, including any questionregarding its existence, validity or termination, the parties shall endeavour toresolve such disputes in good faith by way of re-negotiation.
8. If the parties are unable to resolve the dispute in the manner above, efforts shall be made to resolve the dispute by way of Alternative Dispute Resolution (ADR), with arbitration as first choice option, failing which recourse shall be had to a court of competent jurisdiction in Nigeria.
9. A dispute shall be deemed to have arisen when any party notifies the other party

in writing to that effect.

1. The place of arbitration shall be any state in Nigeria agreed to by the parties and the language of Arbitration shall be English
   1. **Binding Effect/ Assignment.** This Contract shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and permitted assigns of the parties hereto. Contractor shall have no right to (a) assign this Contract, by operation of law or otherwise; or (b) subcontract or otherwise delegate the performance of the Services without Company’s prior written consent which may be withheld as Company determines in its sole discretion. Any such purported assignment shall be void.
   2. **Compliance By Contractor's Staff To Company’s HSE Policies**. All employees of Contractor rendering services on the basis of this Contract shall be obliged to adhere to the Company’s and/or Client’s policies on Health, Safety and Environment as contained in Appendix C and it shall be the duty of Contractor to inform the personnel concerned of this requirement and ensure that they adhere.
   3. **Force Majeure.** None of the parties to this Contract shall be liable for any act or omission, failure or delay in the performance of its obligations under this Contract, if such failure or delay is caused by the occurrence of an unforeseeable act or event which is beyond the reasonable control of either Party. No partyshall be entitled to claim for any costs, expenses or compensation arising from the effect of force majeure and force majeure shall not affect the payment of accrued amounts under this Contract.

The act or event constituting Force Majeure shall include but shall not be limited to:

1. Act of God;
2. Act of government or government intervention, directive or policy (whether Federal, State or Local Government);
3. War (whether war is declared or not), act of public enemy;
4. Act of public disorder, civil unrest, rebellion;
5. Act of sabotage or terrorism or foreign invasion:
6. Explosion, fire, flood, earthquake, lightning, hail storm, other severe weather condition or other natural calamity;

Immediately on the occurrence of Force Majeure, the Party being so affected shall notify the other Party in writing within 48 hours, stating the details of the event or act constituting Force Majeure and the measures being adopted by it to minimize the cost therefrom. Where the Force Majeure continues for a consecutive period of thirty (30) days (In the case of contracts above 6 months) and fourteen (14) days (In the case of contracts for less than 6 months) , either Party shall have the right to terminate the Contract by serving the other Party with seven (7) days notice of termination. If the Force Majeure ceases before the expiration of the said period of thirty (30) days (In the case of contracts above 6 months) and fourteen (14) days (In the case of contracts for less than 6 months), the Party so affected shall notify the other Party in writing promptly and resume the performance of its obligations.

* 1. **Severability.** If any provision of this Contract shall be found invalid or unenforceable, the remainder of this Contract shall be interpreted so as best to reasonably effect the intent of the parties.
  2. **Entire Contract.** This Contract, including the Appendices, constitutes the entire understanding and Contract of the parties with respect to its subject matter and supersedes all prior and contemporaneous Contracts or understandings, inducements or conditions, express or implied, written or oral, between the parties.
  3. **Relief.** Contractor acknowledges and agrees that in the event of a breach or threatened breach of this Contract by Contractor, Company will suffer irreparable harm and will therefore be entitled to injunctive relief to enforce this Contract and special/general damages.
  4. **Contractor’s Remedy**. Contractor’s remedy, if any, for any breach of this Contract shall be solely in reasonable damages and Contractor shall look solely to Company for recovery of such damages. Contractor waives and relinquishes any right Contractor may otherwise have to obtain injunctive or equitable relief against Client or any third party with respect to any dispute arising under this Contract. Contractor shall look solely to Company for any compensation which may be due to Contractor hereunder.
  5. **Agency.** Contractor is not Company’s agent or representative and has no authority to bind or commit Company to any Contracts or other obligations.
  6. **Amendment and Waivers.** Any term or provision of this Contract may be amended, and the observance of any term of this Contract may be waived, only by a written notice signed by the party to be bound. The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of any party to enforce any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.
  7. **Notices.** Any notice, request, demand or other correspondence required under the terms of this Contract or any notice which any Party may desire to give to the other Party shall be in writing and shall be hand-delivered, sent by facsimile, email, or similar means of delivery to the Party intended to receive the same, as the case may be and shall be effective upon receipt at the following addresses:

**FOR: Realmen Initiative Global Resources Limited**

The Managing Director

REALMEN INITIATIVE GLOBAL RESOURCES LIMITED

Address: KM 4 EAST WEST ROAD ALAKAHIA PORT-HARCOURT

Attention

Tel.: +2348026105010

Fax:

Email: info@realmeninitiative.org

**FOR CONTRACTOR:**

The Managing Director

Contractor’s Name:

Address:

Tel:

Fax:

Email:

Any party may change its address for such communications by giving notice to the other party in conformity with this section.

**CONTRACTOR HAS READ THIS CONTRACT CAREFULLY AND UNDERSTANDS ITS TERMS.**

IN WITNESS WHEREOF the Parties hereunto have executed this CONTRACT by their duly authorized signatories the day and year first above written.

SIGNED AND SEALED for and on behalf of:

REALMEN INITIATIVE GLOBAL RESOURCES LIMITED

Signature: ........................................................

Name: ............................................................................

Designation: ....................................................................

Address: ...........................................................................

In the presence of:

Signature: .........................................................

Name: ..............................................................................

Designation: .......................................................................

Address: .............................................................................

**SIGNED AND SEALED** for and on behalf of

XXXXXX (Contractor)

Signature: .....................................................

Name:................................................................................

Designation: .......................................................................

Address: ............................................................................

In the presence of:

Signature: ..................................................

Name: .............................................................................

Designation: ......................................................................

Address: ...........................................................................

**APPENDIX A**

**Description of Services**

|  |  |
| --- | --- |
| Service name |  |

|  |  |
| --- | --- |
| Service description |  |

|  |  |
| --- | --- |
| Service type |  |

|  |  |
| --- | --- |
| Supporting services |  |

|  |  |
| --- | --- |
| Business owner(s) |  |

|  |  |
| --- | --- |
| Business unit(s) |  |

|  |  |
| --- | --- |
| Service owner(s) |  |

|  |  |
| --- | --- |
| Business impact |  |

|  |  |
| --- | --- |
| Business priority |  |

|  |  |
| --- | --- |
| Service hours |  |

|  |  |
| --- | --- |
| Business contacts |  |

|  |  |
| --- | --- |
| Escalation contacts |  |

|  |  |
| --- | --- |
| Service reports |  |

|  |  |
| --- | --- |
| Service reviews |  |

|  |  |
| --- | --- |
| Security rating |  |

|  |  |
| --- | --- |
| Effective Date |  |

|  |  |
| --- | --- |
| Term |  |

**APPENDIX B**

**Payment**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. Contractor shall give the Company a quotation of all costs associated with rendering the service requested by a Client. 2. Company shall directly and exclusively negotiate with and receive all payments made by the Client. Company shall be responsible for paying the Contractor. 3. Company shall be entitled to a percentage of the fee charged by the Contractor as its remuneration 4. Company shall pay to Contractor an initial deposit before commencement of the service. This would cover the cost of materials and other expenses necessary for the execution of the service to be rendered. 5. Subject to the provisions of the payment schedule in this appendix, Company shall pay the balance of the contract sum upon completion and of the service and declaration of job satisfaction by the Client. 6. Contractor shall submit invoices to Company as may be agreed in this Appendix between the parties. Invoices shall be addressed to:   The Manager,  RealMen Initiative Global Resources Limited     |  |  | | --- | --- | | Contractor |  | | Contact Person |  | | Telephone No. |  | | Location |  | | Job Title |  | | Contract Sum |  | | Initial Deposit (%) |  | | Company’s Remuneration (%) | 10% | | Payment Period |  | | Bank Name |  | | Bank Address |  | | Account No. |  | | Sort Code |  | | WHT |  | |

*If you need further information, please contact the H.R Department*.

**Appendix B agreement:**

**Consultant: \_\_Barr\_\_EZEOGU\_\_\_Ifeoma\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_xxxxxxxxxxxxxx**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**