

TULANE UNIVERSITY
INDEPENDENT CONTRACTOR SERVICE AGREEMENT

Effective Date: _____

This INDEPENDENT CONTRACTOR SERVICE AGREEMENT (this “Agreement”) is effective as of the Effective Date set forth above, by and between The Administrators of the Tulane Educational Fund, a Louisiana not-for-profit corporation (“**Tulane**”) through its Payson Center for International Development and

_____ (“_____”)

(“Contractor”) a corporation ☐ limited liability company ☐ partnership ☐ natural person ☐

with a principal place of business located at _____

Phone: _____

E-mail: _____

Tulane and Contractor hereby agree as follows:

1. Services. Contractor agrees to provide the services set forth on the Statement of Work attached hereto as Exhibit A (the “Services”), and to do so according to the schedule set forth therein.

2. Compensation. In consideration for the Services and in accordance with the schedule of payment set forth in the Statement of Work, Tulane agrees to pay Contractor all undisputed amounts within sixty (60) days following satisfactory completion of the Services and Tulane’s receipt of an itemized invoice detailing the Services performed, date(s) of performance, and time required (if payment is on an hourly fee basis). Contractor may also submit an itemized list of and original receipts for the pre-approved expenses set forth on the Statement of Work. Tulane shall have no obligation to pay any disputed amounts until such dispute is resolved.

3. Term and Termination. This Agreement shall commence and terminate as of the dates set forth in the Statement of Work, but in no event shall termination be later than the completion of the Services, unless terminated sooner as set forth herein. The term of this Agreement may be extended solely by a written agreement executed by an authorized representative of Contractor and Tulane.

(a) In the event Contractor fails to perform the Services in accordance with this Agreement or breaches any provision of this Agreement, upon five (5) days prior written notice to Contractor of such uncorrected failure or breach, Tulane may, in its sole discretion:

- (i) make good any resulting deficiency and deduct the cost of same from any payment then or thereafter due Contractor; or
- (ii) immediately terminate this Agreement, with such termination effective as of the expiration of such period without further action by either party.

(b) Tulane may terminate this Agreement immediately upon written notice to Contractor in the event Contractor fails to maintain required insurance or engages in any activity that poses an immediate threat to the health or safety of Contractor's or Tulane's employees, students, invitees, agents or representatives.

(c) Tulane may terminate this Agreement in its sole discretion upon fifteen (15) days prior written notice to Contractor, with such termination effective as of the expiration of such period without further action by either party.

(d) Contractor may terminate this Agreement in the event of Tulane's failure to timely pay any undisputed amount due hereunder upon thirty (30) days prior written notice to Tulane, with such termination effective as of the expiration of such period without further action by either party.

(e) Upon any termination of this Agreement, Contractor shall immediately deliver or release to Tulane all work product or work-in-progress created through the date of termination, and Tulane shall promptly pay Contractor for work performed through such date.

4. Relationship of Parties; Independent Contractor Status. Tulane and Contractor hereby acknowledge and agree:

(a) Contractor's relationship to Tulane is that of an independent contractor, and not an agent, employee or servant. Contractor shall not represent itself or hold itself out to third parties as being the agent, employee or servant of Tulane. Contractor shall have no authority to bind Tulane or any of its administrators, officers or employees. In the ordinary course of business, Contractor may perform services for parties other than Tulane and is not precluded from doing so by this Agreement.

(b) Contractor shall perform the Services in a careful, expeditious, timely, professional and workmanlike manner, and the Services shall be performed by persons experienced in the applicable profession, trade or skill. Contractor shall perform the Services to the standards and specifications required by Tulane and Tulane shall have the right to review and evaluate the results of the Services at any time.

(c) Contractor shall have the sole and exclusive right and responsibility to control, and to determine the method and manner of, Contractor's performance of the Services. Contractor shall also be solely responsible for the training of its employees, and for providing all supplies and materials necessary to perform the Services.

(d) Contractor shall timely pay all its employees, consultants, subcontractors, vendors and agents and shall provide evidence of such timely payment upon Tulane's request.

(e) Contractor shall pay and be solely responsible for all contributions, taxes and assessments on payrolls or other charges under all applicable federal, state and local laws, including without limitation withholding from wages of its employees. Contractor shall comply with all federal, state and local laws and regulations regarding compensation, hours of work, workplace safety or other conditions of employment.

5. Ownership of Work Product and Intellectual Property. Any and all materials generated by or on behalf of Contractor while performing the Services (including, without limitation, designs, images, video, reports, analyses, and any other work product of any kind) and all intellectual property rights relating thereto ("Work Product") are and shall be the sole property of Tulane. Contractor hereby assigns to Tulane its entire right, title and interest, if any, to all Work Product, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in Tulane of any and all Work Product. This paragraph shall survive any completion, expiration or termination of this Agreement.

6. Confidentiality. For purposes of this Agreement, "Confidential Information" shall mean any confidential, proprietary or trade secret information of Tulane disclosed to Contractor in written, verbal or other form. Contractor agrees to hold all Confidential Information in the strictest confidence and not to disclose any Confidential Information to any third party without the prior written consent of Tulane. Contractor shall use Confidential Information solely for the purpose of performance under this Agreement and shall disseminate Confidential Information only to those of its employees and agents requiring access to Confidential Information for purposes of such performance and who are made aware of the confidentiality obligations set forth in this Agreement and agree to be bound thereby. Contractor agrees that if it is required by subpoena, court order, judicial decree, or other legal requirement to disclose any Confidential Information, Contractor shall immediately notify Tulane and provide reasonable cooperation to Tulane's efforts to prevent or limit such disclosure. This paragraph shall survive any completion, expiration or termination of this Agreement.

7. Indemnification by Contractor. Contractor shall protect, defend, indemnify and hold harmless Tulane, and each of its agents, officers, administrators, directors and employees (individually an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against any and all claims, demands, actions, damages, liabilities, costs and expenses, including without limitation attorneys' fees (collectively, "Losses"), incurred by each and any Indemnified Party (i) based upon any allegation or contention that Contractor or any one of its agents, officers, directors, employees, representatives, servants, subcontractors or vendors is an employee, servant or agent of Tulane, including without limitation, claims for the payment of federal, state or local taxes or worker's compensation benefits or of contributions imposed or required under any unemployment insurance, social security and/or income tax laws or for benefits to which the employees of Tulane may be entitled, (ii) for damages, including, without limitation, bodily injury, personal injury, death, property damage, punitive damage, or other

claims brought by any person, specifically including employees of Contractor or any subcontractor, arising out of or in connection with the performance of the Services, the furnishing of any materials, or by reason of Contractor and its employees, subcontractors, agents or representatives being present on Tulane's premises, whether or not caused by the concurrent fault of Tulane, or (iii) arising out of or resulting from Contractor's default, breach or non-performance pursuant to this Agreement. In the event of a claim for indemnification pursuant to this Agreement, defense counsel shall be selected jointly by Contractor and the Indemnified Party. Contractor shall have the right to control the defense and settle any claim, subject to the consent of the Indemnified Party. It is in the intent of this Agreement that Contractor will protect, defend, indemnify and hold harmless the Indemnified Parties to the maximum extent permissible by law. Contractor's indemnity obligations shall not be limited by the insurance provisions of this Agreement, as the parties intend and agree that Contractor shall be fully responsible for liabilities assumed, regardless of the presence or absence of insurance. This paragraph shall survive any completion, expiration or termination of this Agreement.

8. Contractor Insurance Contractor shall, at its own expense, obtain and maintain its own insurance covering its obligations under this Agreement. Contractor shall provide to Tulane, prior to commencement of work hereunder, certificates of insurance evidencing the coverage. Any general liability insurance policies shall be endorsed with the following language: "The Administrators of the Tulane Educational Fund, its officers, agents, employees, volunteers and governing board are hereby named as additional insureds as their interests may appear." All policies shall be primary in relation to any policies carried by Tulane and shall contain a waiver of subrogation.

Contractor's obligation to obtain and maintain insurance is separate and distinct from its obligations to indemnify Tulane, and such indemnification is not limited to amounts of any such insurance. Failure to provide certificates of insurance prior to commencement of work hereunder shall not constitute a waiver by Tulane or relieve Contractor from its obligations herein.

9. Dispute Resolution. Except for Tulane's demand for injunctive relief requesting Contractor's specific performance, Tulane and Contractor shall endeavor to resolve any dispute arising out of this Agreement by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association ("AAA") then in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the AAA within a reasonable time after the claim, dispute or other matter in question arises, but in no event shall the demand for mediation be made after the date when institution of legal proceedings based upon such claim, dispute or other matter in question would be barred by the applicable prescriptive period or statute of limitations. The request may be made concurrently with the filing of legal proceedings but, in such event, mediation shall proceed in advance of such legal proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

Except for Tulane's demand for injunctive relief requesting Contractor's specific performance, all claims, disputes and other matters in question between the parties to this Agreement arising out of or relating to this Agreement not timely resolved by mediation shall be

decided by arbitration in accordance with the Arbitration Rules of the AAA then in effect and shall be held in New Orleans, Louisiana, unless the parties mutually agree otherwise.

Contractor agrees that the arbitration of any dispute hereunder can, at the request of and at the sole discretion of Tulane, be consolidated with the arbitration of any other related dispute involving the Services or this Agreement. Contractor consents to and will cooperate to facilitate such consolidation at Tulane's request. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons shall be specifically enforceable under applicable law in any court having jurisdiction thereof. However, in the event any related claim or controversy involving Tulane and any third party cannot be referred to arbitration, Tulane may void this agreement to arbitrate in its sole discretion.

Arbitrators shall apply the law of the State of Louisiana, without regard to its conflict of law provisions. Discovery in any arbitration shall be authorized generally in accordance with the Louisiana Code of Civil Procedure. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.]

The Contractor shall continue to perform its obligations under this Agreement during the pendency of any dispute, including the mediation of the dispute by the parties hereto.

If either party seeks to enforce its rights or remedies hereunder by alternative dispute resolution or legal proceedings, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, expenses and costs incurred in connection therewith.

10. General Provisions.

(a) *Compliance with Laws and Tulane Policies.* Contractor shall comply, and shall ensure that its agents, officers, directors, employees, representatives, servants and vendors comply with all applicable federal, state and local laws, rules, regulations and ordinances, as well as all policies and procedures applicable to Tulane's independent contractors, in its performance pursuant to this Agreement. In particular and without limitation, Contractor will comply with all federal, state and local laws regarding equal employment opportunity and nondiscrimination, and with Tulane's Harassment Policy, a copy of which may be found on the web site of Tulane's Office of Equal Opportunity at www.equalopportunity.tulane.edu. Any agent or representative of Contractor who fails to comply with an applicable law, rule, regulation, ordinance or Tulane policy shall, at the request of Tulane, be removed from any work pursuant to this Agreement.

(i) Foreign Corrupt Practices Act. Contractor represents and warrants that they are a business operating in Accra, Ghana and that Contractor is not an elected or appointed government official. Contractor is aware of the Foreign Corrupt Practices Act ("FCPA") and is familiar with the FCPA's prohibition of the payment or giving of anything of value, either directly or indirectly by an United States company to an official of a foreign government for the purpose of influencing an act, or decision in his official capacity, or inducing him to use his

influence with the foreign government to assist company in obtaining or retaining business. Contractor will not in the performance of his duties engage in violation of the FCPA, will not directly or indirectly, on behalf of Tulane make any offer, payment, promise to pay any money, gift or promise to give anything of value to any official or employee of, or any person acting in an official capacity for or on behalf of, any Ghana government agency or instrumentality for the purpose of influencing any official act or decision of any such official in order to assist Tulane to obtain business, research funding, students or patients.

(v) Drug-Free Workplace. Contractor shall comply in all respects with the provisions of the Drug-Free Workplace Act of 1988, and the Drug Free Schools and Communities Act amendments of 1989. Contractor will not permit the possession or use of any alcohol or illegal drug on Tulane's premises. No employee, agent or representative will report to work impaired or under the influence of alcohol or any illegal drug.

(c) *Publicity; Use of Name.* Contractor may not use the name or any logo, trademark or other indicia of Tulane without the prior written consent of an authorized representative of Tulane.

(d) *Notices.* Any notice given pursuant or in respect of this Agreement shall be in writing and shall be deemed received (i) on the date such notice is hand-delivered to an authorized representative of the party receiving such notice, (ii) on the first business day following the date on which such notice is sent prepaid for next-day delivery by nationally-recognized overnight delivery service, or (iii) on the third business day following the date on which such notice is sent by prepaid registered or certified U.S. mail, return receipt requested. Any notice given pursuant or in respect of this Agreement shall be delivered:

If to Contractor, to the address set forth above.

If to Tulane: Jonnie Johnson
Payson Center
300 Hebert Hall
Tulane University
6823 St. Charles Avenue
New Orleans, LA 70118-5698

With a copy to: Office of the General Counsel
Tulane University
300 Gibson Hall
6823 St. Charles Avenue
New Orleans, LA 70118-5698

(e) *Assignment.* Neither this Agreement, nor any obligation arising hereunder, may be assigned by Contractor or Tulane without the prior written consent of

the other party. Any such attempted assignment shall be null and void. For purposes of this Agreement, “assignment” shall include any subcontract or transfer (whether by operation of law or otherwise), as well as any merger, reorganization, sale of substantially all assets, or other transaction or series of transactions resulting in a change-in-control of a party in which holders of a majority of the voting equity (or those entitled to elect a majority of the ultimate managing body of the party) prior to such transaction do not continue to hold a majority of the voting equity (or the right to elect a majority of the ultimate managing body of the party) following such transaction. Contractor shall not subcontract any portion of the Services to be performed pursuant to this Agreement without the prior written consent of Tulane. Nothing contained in this Section 10(e) shall preclude or otherwise limit the ability of Tulane to unilaterally assign this Agreement to Tulane International, L.L.C., which is wholly owned by Tulane.

(f) *Waiver.* No waiver of any provision of this Agreement, or any right or remedy arising under any provision of this Agreement, shall be effective unless such waiver is in writing and executed by an authorized representative of the waiving party. No waiver with respect to a specific circumstance shall be deemed a waiver as to any other circumstance.

(g) *Governing Law; Venue.* This Agreement, including without limitation, any disputes arising out of or relating to this Agreement, shall be governed by the laws of the State of Louisiana, without regard to its conflict of law provisions. Contractor and Tulane hereby submit to the exclusive jurisdiction of the state and federal courts located in the State of Louisiana with respect to any legal proceedings arising out of this Agreement.

(h) *Severability.* If any provision of this Agreement is ruled invalid in an arbitral or judicial proceeding, such finding shall not affect the validity of any other provision or this Agreement as a whole, which shall remain in full force and effect.

(i) *Entire Agreement; Amendment.* This Agreement constitutes the entire agreement of Contractor and Tulane regarding the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written arrangements, any and all of which are hereby made null and void. This Agreement may be amended solely by a written agreement executed by an authorized representative of Contractor and Tulane.

(j) *Survival.* The following provisions shall survive any expiration or termination of this Agreement: Paragraphs 5, 6, 7, 8, 9 and 10.

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IN WITNESS WHEREOF, this Agreement is executed as of the dates set forth below by the authorized representatives of the parties.

“Tulane”

The Administrators of the
Tulane Educational Fund through its Payson
Center for International Development and
Technology Transfer

“Contractor”

Institute of Statistical, Social And Economic
Research (ISSER)

Signed: _____

Signed: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Statement of Work

Location: Ghana

Date: October 15, 2008 – March 15, 2009

Objectives:

1. To carry out field research activities during the cocoa harvest season between October 2008 and February 2009:
 - a. A representative household survey of child labor and forced adult labor in the cocoa growing areas including a comparison group of households outside of the cocoa-growing areas (November/December 2008);
 - b. A supplementary study of cocoa buying stations and storage facilities (November/December 2008);
 - c. A supplementary study of migration and child trafficking at border crossings between Ghana and neighboring countries (January/February 2009).
2. To coordinate study implementation activities with Tulane University.

Deliverables:

The following deliverables are to be accomplished and submitted to Tulane University:

1. Survey methodology and sampling

- Stratified cluster sample (50 enumeration areas)
 - Household survey, cocoa producing areas (40 enumeration areas)
 - 800 households - number of interviews:
 - 800 head of household interviews
 - All children 5-17 years in selected households
 - All adult laborers (all paid workers as well as unpaid workers if not a member of the family)
 - 40 community interviews (with district administrators and/or village elders)
 - 40 interviews of operators of cocoa buying stations
 - Comparison group, non-cocoa producing areas (10 enumeration areas)
 - 200 households - number of interviews:
 - 200 head of household interviews
 - All children 5-17 years in selected households
 - All adult laborers (all paid workers as well as unpaid workers if not a member of the family)
 - 10 community interviews (with district administrators and/or village elders)

- Supplemental interviews at 20 border crossings, separate sampling frame (to be discussed)
 - 20 interviews with border guards
 - 20 interviews with district police officers
 - 20 community interviews (with district administrators and/or village elders)
- Supplemental interviews at 20 cocoa storage facilities, separate sampling frame (to be discussed)
 - 20 interviews with operators of cocoa storage facilities (in ports and district capitals)

2. Review of survey instruments

- Head of household questionnaire
- Child questionnaire
- Adult worker questionnaire
- Community questionnaire
- Cocoa buying station questionnaire
- Border guard questionnaire
- District police officer questionnaire
- Storage facility operator questionnaire
- Infrastructure checklist

3. Action plan including:

- Field procedures
- Work flow
- Reporting mechanism

4. Training and pilot testing (including separate training for border crossing study)

- Recommendation of interviewers
- Training of interviewers
- Translations in local languages
- Pilot testing of questionnaires/mock-interviews

5. Field data collection

- Local ethics approval of survey (written note)
- Report on sensitization of target communities
- 1,000 completed head of household interviews (800 in cocoa-growing areas, 200 outside of cocoa-growing areas)
- Completed interviews with all children 5-17 years in selected households
- Completed interviews with all adult laborers in selected households (all paid workers as well as unpaid workers if not a member of the family)
- 70 community interviews with district administrators and/or village elders (40 in cocoa-growing areas, 10 outside of cocoa-growing areas, 20 at border crossings)
- 40 interviews of operators of cocoa buying stations (in cocoa-growing areas only)

- 50 infrastructure checklists (40 in cocoa-growing areas, 10 outside of cocoa-growing areas)
- 20 interviews with border guards (at border crossings)
- 20 interviews with district police officers (at border crossings)
- 20 interviews with operators cocoa storage facilities (in ports and district capitals)

8. Data entry and transcription

- Code book
- Database
- Output in SPSS and Excel

9. Data analysis and reporting

- Intermediary report
- Final report

Expenses and Remuneration

Contractor will be paid a total of US\$135,000 for the inputs provided as detailed:

Payments

Deliverables*	Cost (USD)
Survey methodology and sampling	2,000
Review of survey instruments and translation into local languages (as needed)	1,000
Action plan including: Field procedures Work flow Reporting mechanism	1,000
Training of interviewers and pilot testing Recommendation of interviewers Training of interviewers Pilot testing of questionnaires <i>Note: Includes a separate training for the border crossing study that will be implemented following the main survey. It also includes pilot testing of the questionnaires including written interviewer feedback.</i>	3,000
Field data collection Local approval of survey Sensitization of target communities Completed target number of interviews Payment of all expenses in the field (maps, communication, travel, food/living, incentives, etc.) Supervision and quality control (including 2 full time research assistants for the entire lengths of the study) <i>Note: Covers costs for all field data collection activities including the supplemental studies at border crossings, in district capitals and in ports.</i>	112,000

Data entry Data entry of all questionnaires Code book Database Output in SPSS and Excel <i>Note: Includes data entry of questionnaires completed as part of pilot testing.</i>	12,000
Data analysis and reporting Intermediary report Final report	4,000
Total	135,000

****Includes all costs for all research activities including salaries, office space, honorarium payments and institutional overhead.***

Payment Schedule

Inputs Provided	On Signing of Contract (October 15, 2008)		50% of Interviews Completed		After Submission of All Deliverables (February 15, 2009)	
	(%)	US\$	(%)	US\$	(%)	US\$
Survey methodology and sampling	75	1,500	25	500	0	0
Review of survey instruments and translations	75	750	25	250	0	0
Action plan	75	750	25	250	0	0
Training of interviewers and pilot testing	100	3,000	0	0	0	0
Field data collection	75	84,000	0	0	25	28,000
Data entry	0	0	50	6,000	50	6,000
Reporting	0	0	0	0	100	4,000
Total	-	90,000	-	7,000	-	38,000

Implementation Schedule

Survey Activity	Completion Date
Survey methodology and sampling	October 15, 2008 – October 28, 2008
Review of survey instruments and translations	October 24, 2008 – October 28, 2008
Action plan	October 30, 2008
Working group meeting with government officials	To be scheduled
Training of interviewers and pilot testing	October 28, 2008 – October 30, 2008
Field data collection	
Household survey	November 1, 2008 – December 15, 2008
Border crossing study	January/February 2009
Data entry and cleaning	
Household survey	December 15, 2008 – January 15, 2009
Border crossing study	February/March 2009
Data analysis and reporting	
Intermediary report	November 30, 2008
Final report	February 15, 2009