



# Happy Family Rwanda Organization (HFRO)

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## EMPLOYMENT CONTRACT BETWEEN HAPPY FAMILY RWANDA ORGANIZATION AS EMPLOYER AND Jacques MUSENGIMANA AS EMPLOYEE

This employment contract is made Between the **Happy Family Rwanda Organization (HFRO)** represented by its authorized governing body; hereinafter referred to as “**Employer**” on one part.

And

Having a Rwandan National ID No **1199680054294089** delivered at KIGALI with phone number **+250788789989** employed as “**Executive Director**” hereinafter referred to as “**Employee**” on another part.

Enters into a free mutual agreement on all the provisions of this employment contract as follows:

### **Article 1: Nature of the Contract**

The Happy Family Rwanda Organization (HFRO) entrusts the employee who accepts it, with the tasks stipulated in the terms of reference attached to this contract and as a result the employer enters into this employment contract with the employee.

### **Article 2: HAPPY FAMILY RWANDA ORGANIZATION Obligations**

2.1. To allow the employee to carry out his duties in conducive working conditions by availing him with all the documents, materials and office equipment necessary for the fulfillment of various tasks as described in this contract or its appendices.

2.2. To pay the salary agreed hereinafter when it is due.

2.3. To comply with the Rwanda rules and regulations applicable to this contract.

2.4. To issue the necessary instructions, to coordinate and direct the proper fulfillment of his tasks.

### **Article 3: Employee's Obligations**

3.1.1. To carry out his duties with diligence, integrity, leadership and fidelity, and to act in the best interests of Happy Family Rwanda Organization (HFRO).

3.1.2. To practice absolute confidentiality in relation to all the information related to his duties during and after the contract duration.

3.1.3. To provide strategic leadership and overall management of Happy Family Rwanda Organization (HFRO), ensuring the achievement of its mission, vision and objectives.

3.1.4. To comply with Rwandan rules and regulations applicable to this contract.

3.1.5. To oversee planning, implementation, monitoring and evaluation of all organizational programs and projects.

3.1.6. To represent the organization before partners, donors, government institutions and other stakeholders.

3.1.7. To provide leadership to staff, supervise departmental heads, and ensure effective human resource management.

3.1.8. To ensure proper financial management, accountability and transparency in collaboration with relevant officers and governing bodies.

3.1.9. To mobilize resources, develop partnerships and contribute to fundraising initiatives of the organization.

3.1.10. To ensure compliance with organizational policies, internal controls and legal obligations.

3.1.11. To prepare and submit strategic, quarterly, annual and donor reports as required.

3.1.12. To perform any other duties related to the position as may be assigned by the governing organs of Happy Family Rwanda Organization (HFRO).

#### A. Obligations in relation to the reporting mechanism

The Employee reports to the governing organs of Happy Family Rwanda Organization (HFRO) as defined by its statutes. A weekly, monthly and quarterly reports; containing all the executed activities, constraints and suggestions of remedial actions shall be submitted accordingly.

#### B. Standards and performance evaluation

- i) The Employee undertakes to provide his services in conformity with professional and ethical standards.
- ii) He shall take all necessary measures to correct any activities that compromise the Employer's satisfaction as far as the execution of this contract is concerned.

#### C. Evaluation

The quarterly evaluation will be carried out by the institution in order to determine:

- a. The level of achievement of the work plan, assigned objectives and leadership performance.
- b. The strengths and weaknesses that require special consideration.

The quarterly assessment form will be completed by the Employee and submitted to Happy Family Rwanda Organization not later than the month following the quarter.

- c. The Employee shall sign a performance contract with the institution, and the latter shall be in charge of annual evaluation and performance appraisal. All consolidated annual reports shall be submitted to Happy Family Rwanda Organization on June 30th of every year.

#### **Article 4: Supervision arrangement**

The governing organs of Happy Family Rwanda Organization (HFRO) shall provide oversight and strategic supervision to the Executive Director in accordance with the organization's statutes.

## **Article 5: Confidentiality and ownership of documents**

During the term of this contract or after, the Employee shall not disclose any exclusive or confidential information related to his duties, this contract, Employer's affairs and activities without the latter's prior authorization.

## **Article 6: Working Conditions**

6.1. The Employee is entitled to weekly rest days, public holidays officially recognized by the laws of the Republic of Rwanda, and twenty-two (22) working days of paid annual leave per year, in accordance with the Rwandan Labour Law.

6.2. Owing to the senior nature of the position, the Employee shall observe flexible working hours. Standard working hours shall generally be from Monday to Friday, 9:00 am to 5:00 pm, with reasonable adjustments as required by organizational duties.

6.3. The Employee may be required to work during weekends or public holidays where organizational needs so require, without additional compensation, consistent with senior executive practice.

6.4. When official duties require travel or assignment outside the organization's premises, the Employee shall be entitled to transport, accommodation, and subsistence allowances in accordance with the organization's approved policies.

## **Article 7: Remuneration and Benefits**

The Employee shall receive a gross monthly remuneration of Two Million Rwandan Francs (2,000,000 RWF), payable on a monthly basis. Salary shall be paid no later than the last working day of each month and shall be subject to applicable statutory deductions in accordance with the laws of the Republic of Rwanda.

All payments shall be made through bank transfer:

BANK ACCOUNT NUMBER: 100139788782 ACCOUNT NAME: MUSENGIMANA Jacques

BANK: BANK OF KIGALI BRANCH: HEAD QUARTER – KIGALI BRANCH: HEAD QUARTER – KIGALI

## **Article 8: Contract Duration**

This contract is concluded for an indefinite period and shall remain in force until terminated in accordance with the provisions of this contract and applicable labor laws.

## **Article 9: Contract Termination**

9.1. This contract may be terminated by either party in accordance with the notice periods and conditions set out herein and in compliance with the labor laws of the Republic of Rwanda.

9.2. Termination by the Employer:

The Employer may terminate this contract by providing the Employee with a minimum written notice of ninety (90) days or payment in lieu thereof, except in cases of gross misconduct, serious breach of fiduciary duty, fraud, corruption, conflict of interest, or willful negligence, subject to due process.

9.3. Termination by the Employee:

The Employee may terminate this contract by providing the Employer with a minimum written notice of sixty (60) days.

9.4. Termination for operational or financial reasons:

In the event of organizational restructuring, loss or suspension of funding, or force majeure affecting the sustainability of the organization, termination shall be effected in accordance with Rwandan labor law, including applicable severance or indemnities.

9.5. Upon termination of this contract, the Employee shall immediately hand over all organizational property, documents, records, assets, and confidential information belonging to the Employer.

## **Article 10: Cessation of Project's activities**

In case of suppression or cessation of Happy Family Rwanda Organization activities before the expiry of this contract, compensation shall be determined in accordance with Rwandan law.

### **Article 11: Subcontracting**

The employee neither surrenders nor sub-contracts this contract or any of its elements.

### **Article 12: Ownership**

All reports, studies or other products prepared by the Employee on behalf of the Employer remain the property of the Employer.

### **Article 13: Social contributions**

Happy Family Rwanda Organization shall not be responsible for the Employee's medical insurance.

### **Article 14: Contract modification**

This contract may be modified in writing by mutual agreement of both parties.

### **Article 15: Settlement of disputes**

Any dispute arising out of this contract shall be settled in conformity with the labor law in force in Rwanda.

### **Article 16: Coming into force**

This contract comes into force on 1st May 2025 and shall remain valid for an indefinite period in accordance with Article 8 of this contract. It is prepared in two original copies, each party recognizing receipt of its copy.

For the Employee

Name: Jacques MUSENGIMANA

Title: Executive Director

Signature: \_\_\_\_\_

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

For Happy Family Rwanda Organization

Name: Jacques MUSENGIMANA

Title: Authorized Representative

