

CEO/ MANAGER EMPLOYMENT CONTRACT- DRAWN AND APPROVED BY THE SASOL BOARD OF DIRECTORS ON 30TH NOV.2007

1. INTRODUCTION

The employment of the **SASOL MANAGER** was authorized by the **SAHELIAN SOLUTIONS FOUNDATION BOARD** at a meeting held on 30 November 2007, as reflected in its minutes.

2. DURATION: Five years.

3. PROFESSIONAL RESPONSIBILITIES AND DUTIES OF THE MANAGER

A. Responsibilities

- I. To initiate proposals and seek donations for fundraising purposes.
- II. To maintain a good working relationship with staff, donors, community, government officials and the general public.
- III. To oversee programme and project planning, implementation, monitoring and evaluation.
- IV. To uphold the vision and mission of SASOL.
- V. To initiate development projects that promote sustainable human, economic and environmental growth.
- VI. The Manager shall ensure compliance with SASOL core values, mandates, philosophy and principles.

B. Duties

- I. **The Manager** shall, in general, perform all duties incident to the office of Chief Executive and any other duties prescribed by the **Board** from time to time. **He/she** is the Secretary to the Board of Directors.
- II. **He/She** shall have and show knowledge, including and not limited to, the hiring, training supervising of employees. He shall have the ability to give direction, the ability to relate to and motivate people, the ability to define job tasks, the ability to determine performance standards, the ability to hire, train, discipline and terminate employees as necessary, and knowledge of general business management techniques and generally accepted business practices.
- III. **He/She** shall have ability to deal with staff and community complaints objectively and consistently; knowledge of rule enforcement methods; and ability to communicate rules; and an ability to provide documentation of their due process.
- IV. **He/She** shall have good listening skills; ability to recognize when professional services are needed by **SASOL**; ability to analyze problems; knowledge of liabilities resulting from his actions; ability to develop and implement disaster and emergency preparedness plans and procedures.
- V. **He/She** shall be responsible for the safe custody and administration of **SASOL** property under the direction of the **Board**.
- VI. **He/She** shall oversee the systematic programme activity, management, financial and accounting record keeping.
- VII. **He/She** shall be able to understand financial and management reports and have basic accounting skills; budget planning and analysis skills; knowledge of financial reports utilization; and short and long- term financial planning skills.

- VIII. **He/She** shall have an ability to keep accurate accounting records and an ability to work with auditors and accountants.
- IX. **He/She** shall have ability to determine maintenance and service specifications; analyze and negotiate bids; supervise specification compliance; plan and schedule deferred and/or remedial current maintenance; handle emergency repairs; implement a preventive maintenance program.
- X. **He/She** shall have knowledge of government/legally required insurance coverage; organization's insurance policies and the terms thereof; understanding of adequate insurance coverage.

4.SALARY

SASOL shall pay the **Manager** a starting consolidated salary of Sixty Thousand Kenya Shillings (Ksh 60,000) per month.

The Board and the **Manager** may mutually agree to adjust the salary of the **Manager** during the term of this contract.

Any adjustment in salary, made during the life of this contract, shall be in the form of an amendment and will become part of this contract, but it shall not be deemed that **SASOL** and the **Manager** have entered into a new contract or that the termination date of the existing contract has been extended.

5. MEDICAL CARE

SASOL shall pay in full all medical expenses for the manager during the contract period. This shall apply when a registered Medical Practitioners does the treatment

6. GRATUITY

The **Manager** will be entitled each year to a gratuity equivalent to 25% of his yearly aggregate salary. At the end of the contract the figure shall be computed based on the current salary.

7. EXPENSES

I. Travelling and Accommodation.

SASOL shall reimburse the **Manager** for reasonable expenses approved by **SASOL** and incurred in the continuing performance of his/her official duties under this employment agreement.

II. Transportation

The BOARD shall provide The Manager with an official vehicle.

8. PROFESSIONAL LIABILITY

SASOL agrees that it shall defend, hold harmless and indemnify the **Manager** from any and all demands, claims, suits, actions and legal proceedings brought against the **Manager** in his official capacity as agent and employee of **SASOL**, provided the incident arose while he/she was acting within the scope of his employment and excluding criminal litigation and as such liability coverage is within the authority of **SASOL** to provide under Kenyan law.

9. PERSONAL PROTECTION

In the event the life or safety of the **Manager** or his family is threatened or otherwise appears in danger because of the performance of the **Manager's** official duties, **SASOL** shall pay reasonable costs incidental to the protection of

the **Manager** and his family. Protection, if required, will be sought from the regular police authorities.

10. ANNUAL WORK PLAN APPROVAL AND IMPLEMENTATION EVALUATION

The manager and the SASOL Board shall meet, at least twice a year, for purposes of approving the annual work plan at the beginning of the year and for evaluation of the performance of SASOL and the Manager, at the end of the year.

11. TERMINATION OF EMPLOYMENT CONTRACT

The Managers' employment contract may be terminated by:

- I. **Mutual agreement of the parties.**
- II. **Retirement of the Manager.**
- III. **Disability of the Manager.**
In the event of disability by illness or incapacity, after **Manager's** sick leave has been exhausted, the compensation shall be reinstated after **Manager** has returned to employment and undertaken the full discharge of his duties. **SASOL** may terminate this contract by written notice to the **Manager** at any time after the **Manager** has exhausted any accumulated sick leave and such other leave as may be available and has been absent from his employment for whatever cause for an additional period of 14 days.

- IV. **Discharge for cause.**
Discharge for cause shall constitute conduct, which is prejudicial to **SASOL**; including, but not limited to, neglect of duty or breach of contract or violation of the Kenyan laws.

Reasons for such a proposed discharge for cause shall be given in writing and the **Manager** shall be entitled to appear before the **Board** to discuss such causes.

If the **Manager** chooses to be accompanied by legal counsel at such a meeting, the **Manager** shall bear the costs involved. Such meeting is to be conducted in closed **FULL SASOL BOARD** session.

In the event that **SASOL** offers to terminate the contract by paying severance pay, aggregate salary and gratuity, the Manager shall waive the requirement of the hearing before the Board.

12. BOARD AND MANAGEMENT COORDINATION.

No actions of the **Manager** shall diminish the role of the **SASOL BOARD**.

13. GENERAL

The Manager shall give programme and management recommendations to the **Board** or any of its committees on request.

All duties assigned to the **Manager** by the **Board** will be appropriate to and consistent with the professional role and responsibility of a **Chief Executive**.

14. MANAGEMENT OF CONFLICT OF INTEREST

The Manager shall notify the **Board** of any favors, gifts or any other compensation offered or solicited by any person or business doing business or wanting to do business with SASOL.

The Manager shall not be involved in such activities, engagement or business that may lead to conflict of interest. He shall ensure that SASOL staff are not involved in such.

15. RENEWAL OF CONTRACT

The Board shall communicate termination or renewal of the contract six months before the end date.

16. PROFESSIONAL GROWTH OF MANAGER

SASOL encourages the professional growth of the **Manager** through his participation, as he might decide in light of his responsibilities as **Manager**, in

- I.** Seminars and courses offered by public or private educational institutions.
- II.** Programs and activities conducted or sponsored by local, state, national and international managers' organizations or associations.
- III.** Informational meetings with other persons whose particular skills and backgrounds would improve the capacity of the **Manager** to perform his professional responsibilities for **SASOL**
- IV.** Visits to other Non Governmental Organizations.
- V.** In encouragement, SASOL shall give leave to the Managers to attend appropriate seminars, courses, meetings etc. if they are beneficial to the manager and are useful to SASOL. The manager shall liaise with the Executive Chairman on this.

The Board reserves the right to amend or delete section of this contract or replace it altogether.

Dated November 30th 2007.