



# The African Child Foundation

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East Africa

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## VOLUNTEER SERVICES AGREEMENT

This Volunteer Services Agreement is a legally binding contract which sets forth all of the terms and conditions of your agreement with African Child Foundation. As part of Your application process, You are required to verify and affirm that You have read and thoroughly reviewed this contract and that You understand, entirely accept and agree to be bound by all of its terms. All services and volunteer arrangements provided by or through African Child Foundation are subject to this contract and Your completion of an application and/or corresponding payment of any fee to African Child Foundation confirms your contractually binding agreement to all of the terms and conditions of this contract. If you have any questions regarding this contract, please email African Child Foundation and we will be happy to assist you. However, this document, including any referenced exhibits hereto, is the sole source of any obligations and/or services to be provided by African Child Foundation and therefore no oral or other communications or documents regarding the substance of this agreement are relevant or binding upon African Child Foundation. You should retain legal counsel to assist you if you do not fully understand any provision included in this document.

### 1. Definitions

This Agreement includes certain key terms that are specifically defined in the Definitions that follow. Other defined terms may be included in body of the Agreement. Defined terms are indicated by a capitalized letter at the beginning of the term and shall have the meaning and intent respectively defined below:

“Agreement” shall mean this Volunteer Services Agreement between You, as the Applicant, and African Child Foundation, including the Term Sheet and any other written exhibits that may be referenced herein and/or attached to this document.

“Applicant” shall mean the specific person identified on the Term Sheet that enters into this Agreement with African Child Foundation and may generally be used interchangeably with “You” or “Your” when possessively referring to You.

“Volunteer Coordinator(s)” means the person(s) in the Host Country working with the African Child Foundation to organize and coordinate Placements of Participants.

“ACF shall mean African Child Foundation and may generally be used interchangeably with “We” or “Us” or “Our” when possessively referring to Us.

“Host Country” shall mean the Country in which Applicant is placed to perform volunteer services.

“Host Country Partners” shall mean the various persons, entities and/or organizations located within the respective Host Countries that have entered into an arrangement, relationship and/or contractual agreement with ACF and thereby generally agreed, subject to certain restrictions, to accept ACF Participants and allow the Participants to provide volunteer services in connection with Projects being conducted within the Host Country.

“Host Family” shall mean the people in the Host Country who provide living accommodations and meals to Participants during the Project, but may occasionally also include a hostel or similar accommodation.

"Participants" shall collectively refer to persons that have volunteered services pursuant to an agreement entered into with ACF and generally includes the Applicant.

"Placement" shall mean the general process of placing Participants in a particular services Project located within a Host Country by the African Child Foundation.

"Program Fees" shall mean the applicable fees to be paid to ACF by Applicant as identified in the Term Sheet.

"Project" shall mean the specific venture and/or activity for which a Participant is engaged and selected to provide volunteer services, as more fully specified in the Term Sheet.

"Project Period" shall mean the length of time for which a Participant is scheduled to work in the Host Country in completion of the Project, as more fully specified in the Term Sheet.

"Project Staff" shall mean the directors, managers, employees, representatives and/or other agents that are responsible for or otherwise in charge of the Project for which Applicant is providing volunteer services hereunder.

"Term Sheet" shall mean the document to be included as an exhibit/addendum to this Agreement which contains the specific terms of Applicant's Placement, including a description of the Project, the Project Period, the applicable Program Fees to be paid by Applicant and any similar information and supplemental contractual terms and obligations specific to Applicant.

"Volunteer Coordinators" shall mean the respective entities and organizations located within each Host Country that generally coordinate and organize relief and volunteer services and primarily decide which Projects within their Host Country require the volunteer services to be provided by Participants.

"CEO" Shall mean the President and Chief Executive Office for the African Child foundation .

## **2. Services Provided by ACF**

**2.1 Placement of Participants.** In consideration of Your payment of the Program Fees identified in the Term Sheet and the volunteer services to be provided by You pursuant to this Agreement, ACF agrees to arrange a volunteer Project in a Host Country for which You shall provide volunteer services during the duration of the Project Period. Additional specific terms of the Project and the volunteer services to be provided by You are provided in the Term Sheet. ACF is not obligated to perform any other services for or on behalf of You other than those specific services identified in this Section 2. Unless specifically provided otherwise in this Agreement, You shall remain solely responsible for paying any and all costs and expenses related to your participation in any Project and/or Placement.

**2.2 Placement Arrangements.** ACF will review and research Your Placement requests and attempt to reasonably match Your personal interests or preferences with the list of Projects made available by us through the Volunteer Coordinator. Sometimes, it is not easy to find a suitable project (s) to fit with the volunteers interest, in this case the volunteer is required to be flexible with regard to Placements and the specific Project that is ultimately selected and approved.

**2.2.1 Project Selection.** If, after Your arrival in the Host Country, You are dissatisfied with Your Project, ACF will likely be unable to timely find an alternative Project for You; however, the Volunteer Coordinator will work with You to try to resolve any difficulties as quickly as practicable. ACF is not obligated to find an alternative Project if You are simply dissatisfied with the Project selected for You and identified in the Term Sheet.

**2.2.2 Placement or Project Variance.** In some cases, the actual Placement or Project may differ slightly from the Placements and/or Projects described on Our website or in any related literature. Also, on many occasions, Project Staff may request that You assist with some additional jobs or services that are related to the assigned Project. If a Project terminates or other circumstances require the Volunteer Coordinator to move You from one Project to another within the same Host Country, the Country Coordinator will arrange transportation from Your old Project to Your new Project and ACF will advise You of this change as soon as reasonably possible.

If a Project change is required before You leave for the Host Country, ACF will attempt to find an alternative Project for You in the same Host Country. If ACF is unable to confirm an alternative Project or You do not wish to accept the alternative Project selected for You, ACF will not make any refund of monies to You.

**2.3 Volunteer Coordinators.** The Volunteer Coordinator serves as the primary contact for You in the Host Country during the Project Period. The primary purpose of the Volunteer Coordinator is to welcome You to the Host Country and to assist You in getting situated to complete the Project. Specifically, the Volunteer Coordinator will, during the Project Period, assist You with: (i) arrival in the Host Country by meeting You, when possible, at the airport; (ii) arranging for room and board in the Host Country with the Host Family or hostel; (iii) orientation for the Host Country, its culture, the Host Family, general safety precautions, and related issues; (iv) introductions of You to the Host Family and, when reasonably possible, the Project Staff; and (v) offer emergency help or support if reasonably possible and as needed. Once You are introduced to the Host Family, the Volunteer Coordinator will periodically contact You, usually in 2-4 week intervals, to ensure that the Project is proceeding satisfactorily. In rare circumstances, the Project is located a great distance from the office of the Volunteer Coordinator. In such an event, the Volunteer Coordinator will not be available to drive You to Your Project and will be limited to providing You with guides and/or driving instructions and You will therefore be required to travel to the Project by Yourself.

**2.4 Airport Reception.** The Volunteer Coordinator or any other representative will pick You up from the airport in the Host Country if You timely inform Us of your flight schedule, in writing, at least four weeks in advance of Your arrival in the Host Country. Unfortunately, travel delays in developing countries are a common occurrence. If, due to unforeseen circumstances, the Volunteer Coordinator or representative from ACF fails to arrive within three hours of Your scheduled arrival in the Host Country, You should travel to the local contact hotel (or any nearby hotel) and call the Volunteer Coordinator or the CEO for the African Child Foundation. The cost of transporting You to the airport at the conclusion of the Project Period is solely our responsibility for is covered as part of the Program Fees. If Your flight is delayed or otherwise changed, please go to the contact hotel (or any nearby hotel), and ACF will reimburse You for the cost of traveling to the contact hotel (up to a maximum of USD\$20) upon Your furnishing of a travel receipt to the Volunteer Coordinator.

**2.5 Host Family.** ACF arranges for a Host Family to provide living accommodations and meals for You during the Project Period. In terms of accommodations and meals, ACF assumes no responsibility beyond arranging for the Host Family to provide such services to You. You are solely responsible for arranging your own accommodations and meals, at Your sole expense, if You arrive early or stay after the Project Period.

**2.5.1 Accommodations.** Accommodations vary among the Host Families and may also depend upon local conditions, the specific Project, or different programs. The accommodations will be basic to moderate but will vary depending upon the families and location within the country. Hygienic conditions for bathroom, toilet and related living facilities are often below western standards and are very primitive in many developing countries.

In most cases, the accommodations provided to You through the Host Family will consist of a separate bedroom, a shared lounge area, a shared bath room, and accessible toilets. However, depending on the exact situation, You may be required to share a bedroom in the Host Family's home with other Participants.

Any accommodations provided as part of a Placement are intended solely for use by Participants. No visitors of any Participant are permitted to make any use of any accommodations or meals provided by the Host Family.

If You choose to spend time away from the accommodations provided during the Project Period, such as on an overnight trip that You organize, You do so at Your own cost and neither ACF nor the Host Family will refund or reimburse You for accommodation costs incurred by You during time spent away from the Host Family.

**2.5.2 Meals.** Through the Host Family, You are provided local foods, two to three times per day, for each day during the Project Period. The Host Family typically serves a family meal for all to eat and does not serve separate meals for You and/or each individual Participant. In certain circumstances, You may wish to supplement the provided meals with food purchased by You, particularly if You prefer a western diet. In such cases, You may wish to account for this contingency in Your personal finances and budget. Upon request, the Host Family will also provide boiled water for drinking and brushing teeth. The Host Family

does not provide any mineral water, special diets or other beverage types. If You have a special or unique diet, You may contact the Volunteer Coordinator and request assistance and the Volunteer Coordinator may attempt to assist You but neither ACF nor the Host Family has any obligation to assist You with special dietary needs. If You require any additional dietary or other supplements to the meals provided through the Host Family, You must make such arrangements as You deem necessary at Your own personal expense. All meals provided during the Project Period are provided exclusively through the Host Family so You are solely responsible for all meals while away from the Host Family. No refund or other reimbursement is available if You decide to spend time away from the Host Family during the Project Period.

## 2.6 Travel Insurance

All participants are required to arrange their own insurance coverage for their trip. ACF does not offer insurance to its Participants.

### 2.6.1 Insurance for Volunteers

ACF does NOT offer any insurance and liability coverage for all our volunteer Participants. You are solely responsible to buy your insurance for the entire project period. You are solely responsible for evaluating and determining the type, extent and levels of any insurance coverage You may need or desire during the Project Period, including, without limitation, coverage for: light work; the cost of cancellation of the Placement by You; the cost of assistance including repatriation in the event of accident or illness; legal liability and expenses; lost baggage; cancelled flights; medical expenses; kidnapping; death, liability arising due to personal injury to You or a third party; and cancellation of your Placement for any other reason. You are also solely responsible for maintaining any necessary insurance documents with You as may be needed to prove any insurance coverage available to You. African Child Foundation will not be liable for any damages resulting from Your failure to buy appropriate insurance.

**2.7 Internship Program (applicable only to Interns in ACF's Internship Program).** ACF offers an internship program in collaboration with local projects, institutes, and NGOs (non-governmental organizations). The internship program is not available to all Participants and is only available to specific Participants that apply as an intern as part of ACF's internship program. In most of these cases, the Volunteer Coordinator or the director of the Project serves as a supervisor of a Participant's internship project. It is the intern's responsibility to develop his or her Project in collaboration with local supervisors. Many times, the Participant's expectations and the local Project conditions may be different, so it is Your responsibility to make sure that everything is acceptable before You join the Project.

**2.8 Restrictions for Rural Areas.** Most modern conveniences and services such as Luganda Language lessons, local telephone and Internet access are not available for Placements in rural areas. However, ACF will do try to reasonably locate any such services, within the limitations of the Host Country.

**2.8.1 Working Visas.** ACF generally does not provide or make other arrangements for issuance of working visas, particularly since most Placements are strictly for voluntary services only. However, ACF may help to facilitate you with the necessary documents for obtaining your visa where necessary.

**2.8.2 Stipends and Benefits.** ACF does not offer any stipends and related benefits since most of the work involved in the volunteer placements is solely upon the participants interest to help our communities in the host country..

**2.8.3 Insurance and Liability.** The Program Fees paid by Applicant to ACF does not cover Your insurance and liability coverage. It is Your sole responsibility to arrange for such insurance and liability coverage in such amounts as You deem adequate or necessary.

## 3. Responsibilities of Applicant

**3.1 Payment of Program Fees.** In consideration for ACF's services in planning and arranging Your Placement and/or Program, You hereby agree to timely pay to ACF all of the Program Fees listed in the Term Sheet, as more particularly provided therein.

**3.2 Placements and Projects.** You hereby agree to be open and flexible in accepting Placements and/or Projects within the Host Country You have indicated as Your preference and You agree, understand and acknowledge that ACF has relied upon Your agreement to be flexible in accepting Your Placement and/or Project. If, prior to Your arrival in the Host Country, You are dissatisfied with the Placement and/or Project selected for You, ACF reserves the right to seek an alternative Placement and/or Project on Your behalf no extra charge to You. If You are still not satisfied with the alternative Placement and/or Project that has been selected, You are entitled to cancel this Agreement but no refund will be made from your program fee paid to ACF.

**3.2.1 Developing Countries.** Developing countries obviously have great needs but very limited resources. As a result, You hereby agree that Placements and Projects in developing countries can not and shall not be held to the same standards as similar Placements and Projects in developed nations. You agree that You shall not request any Placement and/or Project in a developing Host Country unless You have a thorough understanding of what to expect as far as accommodations, meals and likely Project challenges.

**3.3 Applicant Information.** You hereby authorize ACF to collect and retain personal information about You in connection with Your application with Us and You agree to provide additional information about You as requested by ACF. Such information to be collected and considered by ACF in reviewing Your application includes, but is not limited to, references, employment history, health history and medical information, social security and driver's license numbers, current and previous mailing addresses, criminal background check and family members. You agree, understand and acknowledge that ACF may use Your personal information in Foundation promotion materials (newsletter) or share Your personal information with the Project Staff, Volunteer Coordinators, Host Family and similar persons or entities in connection with possible Placements and/or Projects for You. If ACF should determine, in its sole discretion, that You are unsuitable for any Placement, You agree that ACF may terminate Your application request by notifying You of the termination. Upon any such termination, You agree that no refund will be made from your program fee that has been paid to us.

**3.4 Performance of Volunteer Services for Project.** For the entire duration of the Project Period, You hereby agree that You shall provide voluntary employment services in connection with the Project, as requested and directed from time-to-time by the Project Staff. You hereby agree to join Your Project on the correct date and to continue work on the Project throughout the duration of the Project Period.

**3.5 Respect and Adhere to Local Culture, Customs, and Laws.** Africa, is land of cultural wonders and many of the African countries cherish and staunchly protect their traditional cultures, where values, thinking, dressing, and daily activities are very different from western culture. It is Your responsibility to understand and follow the local culture, customs and laws during Your entire stay in the Host Country. You agree to dress appropriately, respecting the culture of your Host Country and Host Family.

**3.6 Project Rules and Requirements.** In addition to the contractual requirements imposed upon You in this Agreement and the applicable laws of the Host Country, You are required to follow and adhere to any specific rules and/or requirements established by the Volunteer Coordinators for the applicable Host Country and any rules and/or requirements applicable to the specific Project. Please contact Us if You are concerned about any rules and/or regulations of Volunteer Coordinators and/or Project Staff or if You wish to read any such rules and/or regulations prior to executing this Agreement.

**3.7 Contacting the Volunteer Coordinator.** You are required to contact the Volunteer Coordinator and inform him or her of Your arrival. You are required to ensure that the Volunteer Coordinator acknowledges and responds to Your message.

**3.8 Developing Countries.** Due to the fact that developing countries are poor and generally limited to primitive goods, services and resources, You agree, understand and acknowledge that You will not be provided and shall not expect to receive luxurious or superior accommodations and/or meals during the Project Period in a Host Country that is a developing or poor country. You further agree, understand and acknowledge that the living accommodations and meals in such developing countries will be minimal and basic.

**3.9 Contact Information.** You agree that it shall be Your sole responsibility to retain and carry with You any and all necessary contact information, including the address and telephone number of the contact hotel and the Volunteer Coordinator so that You may contact us in the event any need should arise.

**3.10 Responsibility for Program Acceptance.** You agree that it is ultimately Your responsibility to make sure that the assigned Project is the best Project for You and Your needs.

**3.11 Additional Information.** You are responsible for contacting ACF prior to accepting a Project and/or leaving for a Host Country to request from ACF any additional Project or Host Family information that You may need before accepting a Project and/or leaving for Your Project.

You also agree, understand and acknowledge that You are solely responsible for thoroughly researching the Host Country and Project selected for You, including contacting other previous Participants who have already worked with ACF or with any of our project, to satisfy any and all of Your information needs before You pay the applicable Program Fees.

**3.12 Compliance with Host Family Rules.** You agree to respect the culture and follow the rules of the Host Family. Host Families in developing countries can be very sensitive to cultural differences and it is Your responsibility to discuss cultural issues with the Volunteer Coordinator and/or Host Family.

**3.13 Visitors.** If You would like to bring a friend for a night or brief visit, You must first get permission from the Host Family. However, opposite genders are not allowed to stay in a room together unless You are a married couple or engaged to be married.

**3.14 Valuables.** You agree and acknowledge that You will not leave any valuable belongings unattended or in any room without a lock and that ACF is not responsible, under any circumstances, for any damaged, lost or stolen items.

**3.15 Personal Care.** You agree that it is Your responsibility to clean Your own room, clothes, and personal use items during the Project Period and to bring any necessary sleeping bags or other accessories needed for personal use during Your stay with the Host Family. You further agree that You may not and will not use any personal belongings of the Host Family such as TV, telephone, AC or any other facilities without prior permission. For any such use, You agree to separately pay for these products and services and acknowledge that the Program fee do not cover any such items.

**3.16 Responsibility for Travel.** You agree, understand and acknowledge that You will be solely responsible for arranging and paying for Your own travel, specifically including all airfare to and from the Host Country and local transportation. It is Your responsibility to carry all necessary documents while you travel overseas. You agree that ACF shall not be responsible for any supporting documents necessary for Your travel needs or other purposes. You agree that ACF is not responsible for any airfare or for any other charges that may result from canceling, changing or transferring flights or other arrangements which may result or occur as a result of Your Placement and/or Project being revised, cancelled, terminated or otherwise modified due to Force Majeure and/or any event and/or circumstances outside ACF's control.

ACF does not cover any of Your travel to Our local contact office. Program Fees do not cover in-country transportation, unless expressly listed in the Project description (such as the Mini-adventure or portions of the language and culture programs).

**3.17 Personal Expenses.** You agree, understand and acknowledge that You are solely responsible for all of Your personal expenses during your Placement.

**3.18 Insurance.** You are solely responsible for evaluating and determining the type, extent and levels of any insurance coverage You may need or desire during the Project Period, including, without limitation, coverage for: light work; the cost of cancellation of the Placement by You; the cost of assistance including repatriation in the event of accident or illness; legal liability and expenses; lost baggage; cancelled flights; medical expenses; kidnapping; liability arising due to personal injury to You or a third party; and cancellation of your Placement for any other reason. In addition, You are also solely responsible for maintaining any necessary insurance documents with You as may be needed to prove any insurance coverage available to You.

**3.19 Prohibition Against Direct Contact.** You agree, understand and acknowledge that ACF has invested considerable resources in securing Your Placement and/or Project. As a consequence, You agree that You shall not directly contact any Project Staff, Volunteer Coordinator, school or any other similar contact or resource provided or otherwise disclosed to You by ACF and You agree that You shall not, under any circumstances, directly enter into any services arrangement with any such person or entity without ACF's

prior written approval that conflicts with any of Your obligations hereunder to ACF. In the event of any breach by You of this subsection 3.19, You agree that You shall remain fully obligated to pay ACF for all Program Fees provided in the Term Sheet and You understand that no refund of any part of your program fee shall be made to you.

**3.20 Personal Liability.** You agree that You are and shall remain personally and solely liable for Your conduct, actions and/or omissions within the Host Country, including, without limitation, any damages You and/or Your guests may cause: (i) to the Host Family and/or accommodations provided by the Host Family; (ii) to the Project Staff and/or the Project; and (iii) any person or property located within the Host Country.

**3.21 Project Facilities.** You agree that You shall not make any personal use of any Project facilities (for example, a school's swimming pool or sports facilities) without the prior consent of the Project Staff.

**3.22 Passports.** You agree that You are solely responsible for ensuring that You have and maintain a valid passport that is acceptable to the immigration authorities of the Host Country of Your Placement and which will remain valid for the duration of the Project Period and for a period of at least 3 months after the termination of the Project Period.

**3.23 Responsibility for Immunizations and Medical Conditions.** You agree that it is and shall remain Your sole responsibility to ensure that You have taken appropriate medical advice from your doctor with respect to the Host Country in which you will be working, and that you have received all of the appropriate inoculations, immunizations and medical treatments with respect to the Host Country in which You will be placed within the appropriate period of time prior to Your arrival within the Host Country. In addition, You agree that you are solely responsible for bringing with You and maintaining any necessary/recommended medications or medical equipment (such as syringes, water sterilization tablets, mosquito netting and malaria tablets). You also agree to take reasonable steps to keep Yourself in good health by taking any such medications and not taking part in any high risk activities during your Placement which could compromise Your health.

**3.23.1 Medical Disclosures.** You agree that You will fully disclose to Us any and all medical conditions and health issues that are relevant to Your Placement before departure and Your work on any Project. You agree that if You provide any incorrect or false information to us, You will be solely responsible for any results and/or legal consequences under the laws of the respective Host Country and/or your home country. If You have given any incorrect or false information about Your medical or mental health conditions, You will be removed from the program immediately and You agree that no refund shall be made to you either in part or full of your program fee paid to Us.

**3.23.2 Special Medical Needs.** If You have any special medical needs or conditions or if You need special help, You agree to inform Us in writing, at least sixty days prior to Your departure for the Host Country. Medical facilities are limited in developing countries so You are solely responsible for verifying that any medical treatments and/or facilities that You need or anticipated needing to accommodate Your medical needs are available in the Host Country near the location of Your Project.

**3.24 Food and Water in Developing Countries.** Water and food safety and sanitation in developing countries are not nearly as regulated in developing countries as it is in developed countries. As a consequence, tap water and local foods from smaller restaurants and food vendors is much more likely to be polluted, contaminated or contain impurities that could be harmful if digested. For these reasons, You agree that You are solely responsible for avoiding the consumption of tap water and avoiding foods from roadside vendors and/or cheap restaurants. Any consumption of tap water, without boiling it first, or eating foods from roadside vendors or similar sources may result in diarrhea or more serious ailments.

**3.25 Travel Advisories.** It is Your sole responsibility to investigate and adhere to any travel warnings from Your governmental agencies. You agree that ACF shall bear no obligation or responsibility whatsoever for any liability resulting from Your failure to follow any travel advisories. You hereby agree that You are solely responsible and do hereby assume all personal risks of traveling to and working in any Host Country.

**3.26 Visas.** In all cases, a visa is required for entering any Host Country to provide volunteer services. You agree, understand and acknowledge that You are solely responsible for arranging, obtaining and/or extending Your visa, including payment of any and all fees associated with Your visa.

**3.26.1 Visa Restrictions.** You acknowledge that many countries unfortunately do not offer visas specifically for volunteers and work permits are often very difficult or impossible to obtain. Accordingly, many volunteers choose to enter certain Host Country on a tourist visa. You acknowledge that, technically, You may not be authorized to work in that Host Country (Uganda) on a tourist visa, either with or without pay, but it may be the only way that You are allowed into the Host Country and our country maybe abit tolerant of volunteers who are present on tourist visas. However, there is no guarantee that this will remain the position in the Host Country and You therefore agree, understand and acknowledge that there is a risk that You could have problems with local immigration authorities, particularly if You are offered and accept any form of payment for Your volunteer services. You agree that You are solely responsible for ensuring that You have obtained a visa that is appropriate for You in the circumstances explained above and for the costs of obtaining such a visa.

**3.26.2 Visa Complications.** In the event that Your Placement has to be cancelled or significantly curtailed due to the immigration authorities not accepting Your visa as adequate in the circumstances set out above, We will use reasonable efforts to try to find an alternative solution to that particular issue in reference to your placement, but You agree, understand and acknowledge that You are not entitled to any refund of any payments and/or Program Fees. If We are able to offer You an alternative solution, You will be solely responsible for all costs and expenses involved in securing for you the necessary visa for your placement.

**3.27 Prohibited Activities.** You agree that You shall not engage in any criminal activities, illegal drug use or trafficking, interactions with terrorist groups, or any political activities. You agree that You will not travel alone after dark or engage in any other reckless or negligent conduct that could impact your welfare or safety such as alcohol abuse or ingesting any other drugs. You further agree that You will not swim in any open rivers or travel alone in dense forest or isolated areas where you may get lost. You agree that You will not smoke inside any Project facility or any Host Family premises. Failure to obey any of the above conditions will lead to immediate cancellation of your involvement in the Project and removal from the Host Family premises and You hereby understand that no refund of your program fee shall be made to you either in part or full.

**3.28 Resolution of Complaints.** It is Your responsibility to first try to resolve any complaints through the Host Family, Project Staff or the Volunteer Coordinator before contacting the CEO for the African Child Foundation. However, if the problem is considered serious, You shall contact the CEO immediately. The CEO will promptly contact the Volunteer Coordinator and any other parties involved in resolution of the issue.

#### **3.29 For the general complaints you agree to follow the following complaints management steps**

**Submit Written Complaints:** All complaints that are submitted to ACF must be submitted in writing and signed by You, which shall be deemed to constitute a representation by You that all statements contained in the complaint are true and correct. ACF does not accept complaints submitted by emails. While submitting complaints You agree not to complaints about the limitations of ACF program and services we never promised (our services, limitation of programs, and your responsibilities are explicitly given in many sub sections of terms and conditions)

**Volunteer Coordinator's reply:** Once we receive your written signed complaints, ACF Administration will review your complaint for response. ACF also collect information to verify your complaints from project staffs (where you worked), host family, project coordinator, and relevant witnesses.

**Verification and Decision:** Up on collection of all information about your complaints, ACF will fairly analyze your complaints and make a decision. While making verification, we carefully analyze the facts, our promised services, and if you violated the terms and conditions

**Refund:** If ACF concluded that we failed to offer the promised services, we will give partial refund amounting to 30% of your program fee will be deducted from the program fee which you had paid. However, no refund will be made if we found your complaints in not true, biased, fabricated, or you consistently ignore coordinators warning or violates terms and conditions or ignore limitation of our program (outlined in many subsections of our terms and conditions)

**Time Period:** completion of all complaints verification, analysis, decision, and refund (if necessary) generally takes 1- 2 months.

#### **4. Program Fees and Application Procedure**

**4.1 Payment of Program Fees.** In consideration for ACF 's services in planning and arranging a Placement and Program for You, You agree that You shall timely pay in full your program fee to ACF as listed in the Term Sheet.

**4.2 Nonrefundable Deposit.** Upon completion of Your initial application form, You shall pay a nonrefundable program fee fee to ACF in the amount stipulated in term sheet. The payment of your program fee to ACF shall be, in all cases, nonrefundable.

**4.3 Application Procedures.** Upon receipt of Your initial application, We will send You a welcome pack, which includes confirmation of Your initial application form and a Term Sheet, which includes a schedule identifying the details of the deadline for Your payment of your program fee to Us . And thereafter You will be advised of Your confirmed Placement and Project as soon as reasonably possible.

**4.4 Payment of Balance of Program Fees.** Incase of some difficult in paying your program fee in full, you hereby agree to pay to Us the remaining balance of the Program Fees at least 90 days prior to Your scheduled arrival date of Your Placement, or at the time of application if you apply in less than 90 days from the proposed start date.

**4.5 Confirmation of Placement.** We will provide You with the final details of Your Placement not less than 14 days after you have made all your payments to Us. We cannot and do not guarantee your placement with Us until when you program fee has been paid in full to Us.

**4.6 Requested Revisions.** If You wish to revise Your Placement and/or Project after it has been confirmed by ACF, We will use reasonable efforts to make the requested changes, provided We receive Your requested revisions in writing and there is sufficient time to do so. The minimum notice We require in order to make a requested revision is 90 days prior to Placement start date. If You accept the revisions We offer in response to Your request, You agree to immediately pay a minimum charge of USD\$100 to cover the costs incurred by Us in connection with any requested revision to Your Placement or Project. No revisions will be implemented without advance payment of the specified fee. However, any revision that You request to a Placement or Project that is scheduled to start in less than 90 days from the date of Our receipt of Your requested revisions will be subject to a revision fee of USD\$150.

**4.7 Completion of Application.** We reserve the right to postpone Your arrival date at Your Placement if You do not complete all of the required forms and timely pay to Us the total remaining balance owed by You in connection with the Program Fees. The final deadline for receipt of Your completed application form, including this Agreement, and full payment of the Program Fees is 28 days before Your scheduled arrival date at Your Placement.

## **5. Cancellation and Refund Policy**

**5.1 Refund Policy and Considerations.** Compared to similar companies that provide comparable comprehensive volunteer service opportunities, ACF's Program Fees are significantly less than the fees charged by other such companies or organizations and Participants are encouraged to compare ACF's Program Fees to the fees charged by other similar programs. As a consequence, ACF operates on a much smaller profit margin and is therefore unable to provide and does not provide an open refund policy. It is solely Your decision to join our Program and no Applicant should participate in Our Programs if the Applicant feels that he or she is paying more for the services than Applicant will be receiving from Our Program. ACF commits significant resources to arranging each Placement and Project. In our case, a payment is made to the Host Family in advance to pay for their commitments and services. ACF is unable to recover these advance payments so ACF is required to adopt and enforce a strict policy against refunds.

**5.2 Refund Restrictions.** Your payment of the program fee to ACF pursuant to subsection 5.1 is strictly non-refundable under any and all circumstances.

**5.3 Cancellation On or After Start of Project Period.** If You notify ACF of a requested cancellation of a Project on or after the start of the Project Period, no refund whatsoever will be made to You under any conditions or for any reasons.

**5.4 Cancellation of Project by ACF.** If ACF cancels a Project before the start of the Project Period, ACF will provide You a full refund of the Program Fees. If ACF cancels a Project after the start of the Project Period because of a sudden outbreak of disease, political instability, natural disaster or similar condition beyond

Our control, Global will refund to You a portion of the Program Fees based upon the remaining weeks in the Project Period. The weekly rate ranges from \$150 per week as further explained in the Term Sheet.

**5.5 Payment of Refunds.** Any refunds payable hereunder by ACF will be made to You within ninety (90) days from confirmation of cancellation.

## **6. Termination of Agreement**

**6.1 Immediate Termination of Agreement by ACF.** ACF reserves the right to immediately terminate this Agreement by giving You written notice of termination if any of the following events occur: (i) ACF discovers that You are involved in any illegal activities or convicted of any criminal activities before or during the Project Period; (ii) Your behavior, actions and/or conduct is deemed threatening or unacceptable offensive in the judgment of the Project Staff and/or the CEO for the African Child Foundation or otherwise causes fear or distress to any member or guest of the Host Family or anyone else involved in the Project; or (iii) you provide to ACF incorrect or false information about Your medical or mental health conditions. Any such termination pursuant to this subsection 6.1 shall be effective from the date of notice of termination and You agree that You shall not be entitled to any refund whatsoever.

**6.2 Termination After Notice and Cure Opportunity.** ACF reserves the right to terminate this Agreement by giving You written notice of termination if any of the following events occur: (i) the Project Staff and/or our CEO for the African Child Foundation feel that You are not fulfilling Your responsibilities and duties under this Agreement; (ii) You refuse to accept and perform Your volunteer services under this Agreement; or (iii) You violate any term of this Agreement. In the event ACF elects to terminate this Agreement for any of the grounds provided in this subsection 6.2 above, ACF will first give You written notice identifying the violation alleged by ACF and You will have seven (7) days from notice to remedy the alleged violation. If You fail to remedy the alleged violation within the specified cure period, ACF may proceed to terminate this Agreement by giving You written notice of termination. No refunds whatsoever shall be recoverable or payable to You in the event of any termination of this Agreement pursuant to this subsection 6.2.

**6.3 Effect of Termination.** In the event of any termination hereunder, You shall be required to immediately leave and vacate the Host Family premises and the Project premises. If you fail to immediately vacate and avoid the Host Family premises and/or Project premises, appropriate legal action may be initiated against You as is necessary to compel Your compliance. In all events, ACF shall bear no responsibility or liability for any termination hereunder and You are solely responsible for any costs of return travel, meals and/or alternative living arrangements.

## **7. Releases and Waiver of Liabilities**

**7.1 Assumption of Personal Risks.** YOU HEREBY AGREE, UNDERSTAND AND ACKNOWLEDGE THAT YOUR AGREEMENT TO TRAVEL TO, TEMPORARILY LIVE IN AND PROVIDE VOLUNTEER SERVICES ON A PROJECT IN A FOREIGN HOST COUNTRY NECESSARILY INVOLVES A CERTAIN DEGREE OF HAZARDS, INHERENTLY DANGEROUS ACTIVITIES AND PERSONAL RISKS TO YOU, BOTH FORESEEN AND UNFORESEEN, ALL OF WHICH ARE FULLY ACCEPTED BY AND SOLELY ASSUMED BY YOU. IN ADDITION, YOU HEREBY FULLY AND PERMANENTLY RELEASE AND FOREVER DISCHARGE ACF FROM ANY AND ALL LIABILITY FOR YOUR PERSONAL INJURY, EMOTIONAL INJURY, ILLNESS, DISEASE, DEATH, AND/OR PROPERTY DAMAGE THAT MAY RESULT OR OCCUR DURING YOUR PLACEMENT AND/OR THE PROJECT PERIOD.

**7.2 Release and Waivers in Favor of ACF.** YOU HEREBY FULLY, PERMANENTLY AND IRREVOCABLY RELEASE, FOREVER DISCHARGE AND AGREE NOT TO SUE ACF, INCLUDING ANY AND ALL OF ITS SUCCESSORS AND ASSIGNS, ITS AGENTS, MANAGERS, PARTICIPANTS, APPLICANTS, MEMBERS, EMPLOYEES, OFFICERS OR REPRESENTATIVES, AND VOLUNTEER COORDINATOR, HOST FAMILIES OR OTHER PERSONS, ENTITIES, PARTIES, ORGANIZATIONS OR AGENCIES COLLABORATING WITH ACF (COLLECTIVELY "RELEASED PARTIES"), VOLUNTARILY AND WITHOUT DURESS, FROM ANY AND ALL ACTIONS, SUITS, LIABILITY, CLAIMS, DEMANDS, LOSSES, COSTS AND/OR CAUSES OF ACTION FOR DAMAGES OR OTHER LEGAL OR EQUITABLE RELIEF OF ANY NATURE INCLUDING, WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY, EMOTIONAL INJURY, ILLNESS, DISEASE, DEATH, PROPERTY DAMAGE OR OTHER LOSSES, EXPENSES AND/OR DAMAGES (COLLECTIVELY "CLAIMS"), WHICH MAY HEREAFTER

ARISE FROM ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THAT ARISING FROM YOUR PARTICIPATION IN ANY PROJECT OR PLACEMENT AND/OR ANY PROJECT, ACTIVITY OR EVENT SPONSORED, MANAGED, ARRANGED, OR PROMOTED BY, OR OTHERWISE AFFILIATED OR ASSOCIATED WITH ACF, WHETHER OR NOT FORESEEABLE OR CONTRIBUTED TO BY THE NEGLIGENT ACTS OR OMISSIONS OF ACF OR OTHERS.

**7.3 Acknowledgment.** You agree, understand and acknowledge that Your release and waivers in this section 7 in favor of the Released Parties effectively releases and discharges the Released Parties from any liability or claim that You may have against the Released Parties with respect to any Claims that may result from Your participation in any Placement and/or Project. You also agree, understand and acknowledge that ACF does not assume any responsibility or obligation to provide financial assistance or other assistance, including, but not limited to, medical, health, or disability insurance, in the event of injury, illness, death, or property damage. You agree, understand and acknowledge that You are solely responsible for Your own safety and health care needs and for the protection of Your property.

**7.4 Insurance.** You agree, understand and acknowledge that ACF does not carry or maintain any health, medical, disability, damage or other liability insurance coverage for Your benefit or for any other Participants, and You hereby expressly release ACF from any responsibility or obligation to do so. You agree, understand and acknowledge that ACF strongly recommends that You obtain and maintain suitable insurance coverage on Your behalf during the Project Period and that You are solely responsible for obtaining and maintaining such insurance.

**7.5 Medical Treatment.** You also hereby release and forever discharge the Released Parties from any and all Claims whatsoever that may arise on account of any first aid or other medical treatment rendered during Your participation in any Project or Placement and/or any other project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with ACF.

**7.6 Waiver of Special or Punitive Damages.** NEITHER PARTY TO THIS AGREEMENT, NOR ANY RELEASED PARTIES, SHALL BE LIABLE TO EACH OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE RISK OR POSSIBILITY OF SUCH DAMAGES, AND EACH PARTY HERETO EXPRESSLY WAIVES ANY AND ALL RIGHTS TO ASSERT OR RECOVER ANY SUCH DAMAGES FROM ONE ANOTHER.

**7.7 Extent of Releases and Waivers.** You hereby agree, understand and acknowledge that the releases and waivers given by You in this Section 7 are intended by You and ACF to be as broad and as inclusive as permitted by law.

## **8. Additional Representations and Warranties**

**8.1 Volunteer Services.** You agree, understand and acknowledge that Your agreement to provide volunteer services in connection with Your Placement is an important condition of this Agreement and therefore You agree that the services We provide are not comparable to or to be treated as an alternative to any travel program. The opportunity to explore different cultures, customs, religions, languages and nature exists, but it only exists as a component of Your obligations to work as a volunteer at the African Child Foundation.

**8.2 Majority Age and Contractual Capacity.** You represent and warrant to Us that You are of majority age of eighteen years of age or older and that You have full and complete capacity and authority to bind Yourself to this Agreement.

**8.3 Photographic Assignment and Release.** You hereby grant and convey unto ACF all rights, title, and interest in and to any and all photographic images and video or audio recordings that may include images and/or recordings of You and made by or on behalf of ACF or made with Our consent, in connection with Your participation in any Project or Placement arranged through ACF and/or any Project, activity or event sponsored, managed, arranged, or promoted by, or otherwise affiliated or associated with ACF, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. Your consent to such use by ACF includes mention of Your name, age, town/city/country/area of residence.

You hereby, grant ACF, the permission to use your email address, telephone number, images (photos), video, audio, writings (testimonies), and other recordings to use in the web pages, newsletters,

brochures, and all other kinds of promotional materials of ACF and its affiliated organizations, which we get by your contact with ACF and/or your participation in our program.

**8.4 Project Work.** You understand, agree and acknowledge that all work and details of the volunteer services to be provided by You in connection with the Project are governed solely by the ACF Business Administrator who will be in position to see the level, extent or amount of your work.

**8.5 Physical and Mental Health.** You represent and warrant that You are in sufficient physical and mental health to participate in the Placement and Project selected for You and do not have any physical or mental conditions which could impair Your ability to participate in any Placement or Project.

**8.6 Developing Countries.** You represent and warrant that You agree, understand and acknowledge that working in developing countries not only offers opportunities for great adventure and cross-cultural immersion, but it also carries the corresponding limitations of developing countries. These limitations include, but are not limited to, poverty; poorer quality of food and water, poorer living accommodations, limited and less sophisticated medical services, limited or no democratic freedoms, limited or non-existent personal comforts such as air-conditioning, less stable governments, limited communication and transportation facilities; terrorist activities, higher criminal rates, beggars; and wide-ranging cultural differences that may affect Your stay in many ways. These are the realities of developing countries and You acknowledge and assume the task and risks of accepting these and other similar limitations during Your stay within a developing country. In addition to the foregoing, You agree, understand and acknowledge:

**8.6.1 Reduced Safety Standards.** Safety standards in most African countries generally do not meet the standards in the United States or other developed countries. Various risks exist in many areas of travel: by raft, canoe, boat, bicycle, train, plane, automobile, horseback, or by other means of conveyance; or on foot, roads, or trails; or at hotels.

## **9. Indemnity**

**9.1 Your Indemnity of ACF.** You agree to fully indemnify and hold ACF harmless from and against any and all claims, demands, losses, causes of action, costs, expenses, fees and damages arising out of or related to: (i) any breach by You of this Agreement; (ii) any damages, losses, personal injury, property damage, fines, assessments, fees or costs that are caused to or asserted against ACF as a result of Your actions, inaction or omissions; or (iii) any contractual claim or other cause of action asserted against ACF as a result of Your conduct and/or Your failure to perform the volunteer services required hereunder.

## **10. Force Majeure**

**10.1 Project Delay or Cancellation Due to Force Majeure.** Various events which ACF is unable to control may arise and cause disruption, delay or cancellation of Your Placement or Project. Such circumstances are likely to include: war or threat of war, terrorist activity or threat of such activity, riots or civil strife, industrial action, natural or nuclear disaster, fire, adverse weather conditions, health risks and epidemics, labor dispute, strike, work slow down or work stoppage and all similar circumstances beyond Our control (collectively "Force Majeure"). You agree, understand and acknowledge that ACF shall have no liability for any delay or cancellation of a Project or Placement due to Force Majeure and You hereby agree to accept all risks associated with the occurrence of any Force Majeure. ACF's only obligation in the event of any Force Majeure is to reasonably attempt to reschedule or relocate Your Placement and/or Project.

## **11. Miscellaneous Provisions**

**11.1 Construction and Interpretation.** Each and all parties hereto acknowledge and agree that this Agreement is not a standard contractual form and that each respective party hereto is represented, or had the opportunity to be represented, by legal counsel in connection with the matters set forth herein, and that this Agreement shall, for all purposes, be deemed drafted by all parties hereto and no rule of construction or interpretation shall be invoked either against or in favor of any party respecting the interpretation of any provision hereof. Whenever used herein, the singular number or singular nouns shall include the plural, the plural the singular and the use of the masculine, feminine or neuter gender shall include all genders, as the context may require, and the term "party" shall mean an individual, a corporation, an association, a partnership, a trust and any legal entity.

**11.2 Section Headings.** All titles or headings to articles, sections, subsections or other divisions of this Agreement or the exhibits hereto are only for the convenience of the parties and shall not be construed to have any effect or meaning with respect to the other content of such articles, sections, subsections or other divisions, such other content being controlling as to the meaning and intent and the content.

**11.3 Severability.** Wherever legally possible, each and every provision of this Agreement shall be interpreted in such manner as to render it valid, effective and enforceable under applicable law according to its express terms, but if any provision of this Agreement shall be deemed legally prohibited or invalid under applicable law by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or any of the remaining provisions of this Agreement, which shall remain in full force and effect absent said invalid provisions.

**11.4 Counterparts.** This Agreement may be executed in multiple counterparts or copies, each of which shall be deemed an original hereof for all purposes. One or more counterparts or copies of this Agreement may be executed by one or more of the parties hereto, and some different counterparts or copies executed by other parties. Each counterpart or copy hereof executed by any party hereto shall be binding upon the party executing same even though other parties may execute one or more different counterparts or copies and all counterparts or copies hereof so executed shall constitute but one and the same instrument. Each party hereto ("Signing Party"), by execution of a counterpart or copy hereof, expressly authorizes and directs any other party hereto to detach the signature pages and/or acknowledgment, attestation, witness, jurat or similar pages thereto from the counterpart, facsimile or copy hereof executed by Signing Party and affix same to another identical counterpart, facsimile or copy hereof executed by Signing Party such that upon execution of multiple counterparts, facsimiles or copies hereof by all parties hereto, each party hereto may have a counterpart or copy hereof to which is attached signature pages containing signatures of all parties hereto, together with any such acknowledgment, attestation, witness, jurat or similar pages relating thereto. The parties hereto expressly agree and acknowledge that facsimile signatures and electronic signatures or other electronic "consent click" acknowledgments shall be effective as original signatures.

**11.5 Assignment.** ACF may assign this Agreement or any of its rights or obligations hereunder to any third party without Applicant's express written consent. Applicant may not assign this Agreement or any of Applicant's rights or obligations hereunder without ACF's prior written consent.

**11.6 Notice.** All demands, notices, approvals, consents, requests and other communications provided for hereunder shall be in writing and may be mailed or electronically transmitted via email, to the party to whom sent, addressed to it, at its address, facsimile or email address as set forth on the Term Sheet or such other address, facsimile or email address as such party may hereafter specify. Each such communication shall be effective (a) if given by telecopier or other electronic means, when such communication is transmitted to the specified address and any appropriate confirmation is received, or (b) if given by mail, three (3) business Days after such communication is deposited in the mail with first class postage prepaid, addressed as aforesaid.

**11.7 Failure to Act and Waiver.** No failure or delay on the part of any party hereto in the exercise of any right, power or remedy existing hereunder or by law shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. Any waiver granted by any party hereto shall be effective only if in writing and only in the specific instance and for the specific purpose given. No modification or waiver of any provision of this Agreement nor consent to any departure by the parties therefrom shall in any event be effective unless the same shall be in writing, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on either party not provided for herein in any case shall entitle such party to any other or further notice or demand not provided for herein in the same, similar or other circumstances.

**11.8 Litigation.** In the event of any litigation between the parties to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including reasonable costs of appeal, if any.

**11.9 Independent Contractors.** In performing their respective services hereunder, each shall operate as and have the status of independent contractors and shall not act as or be an agent or employee of the other. Neither party shall have any right or authority or assume or create any obligations or make any representations or warranties on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever.

**11.10 Injunctive Relief.** Either party may have injunctive, preliminary or other equitable relief to remedy any actual or threatened dispute.

**11.11 Arbitration.** Each party hereto agrees and acknowledges that, upon the written demand of any party, whether made before or after the institution of any legal proceedings, but prior to the rendering of any judgment in that proceeding, all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Agreement, including without limitation contract disputes and tort claims, shall be resolved by binding arbitration pursuant to the constitutional laws of the Republic of Uganda. Any arbitration proceeding held pursuant to this arbitration provision shall be conducted in the legal courts of law in Uganda. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. All statute of limitations, prescriptive periods, estoppel, waiver, laches and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of any action for these purposes.

**11.12 Choice Of Law.** This Agreement and the transactions contemplated hereunder shall be construed in accordance with and governed by the laws of the Republic of Uganda without giving effect to conflict of laws principles.

**11.13 Modification.** No alteration, modification or other changes of this Agreement shall be valid, effective or enforceable under any circumstances, except and unless the parties clearly document their intention to revise or amend this agreement and/or its specific terms pursuant to a written agreement that is signed by the party against whom enforcement of any such alteration, modification or other change is sought.

**11.14 Acknowledgment.** Applicant agrees, understand and acknowledges that Applicant (i) has read and fully understands this legal contract, with full knowledge of its meaning and significance; (ii) intends that this Agreement be legally binding upon and enforceable against Applicant; (iii) confirms that Applicant is at least eighteen (18) years of age, fully competent, and entering into this Agreement voluntarily of his or her own free judgment.

**11.15 Entire Agreement.** This written Agreement, including any referenced exhibits and/or attachments hereto, concludes and represents the final agreement between the parties relating to the subject matter hereof and may not be contradicted by prior, contemporaneous or subsequent oral or written agreements of the parties, except and unless the parties hereto expressly agree to subsequent written modification of this Agreement, or its terms, as specifically provided herein. This Agreement completely and fully supersedes any and all other prior negotiations, discussions, correspondence and agreements, both written and oral, between the parties hereto and relating to the subject matter hereof and neither party shall hereafter have any rights under such other prior agreements but shall look solely to this Agreement for definition and determination of all of their respective rights, liabilities and responsibilities relating to the obligations hereunder. No representations, warranties or covenants pertaining to this Agreement or any property affected by this Agreement have been made by, or shall be binding on, any of the parties hereto, except as expressly stated in this Agreement.