

MERCY CORPS INTERNATIONAL

3030 SW First Avenue
Portland, OR 97201-4796
(503) 796-6800

INDEPENDENT CONTRACTORS/CONSULTANT AGREEMENT

Doug Copp
Doug Copp (the "Consultant"), and Mercy Corps International, an Oregon based agency doing business at 3030 SW First Avenue, Portland, Oregon, 97201, hereby agree to the following:

1. The Consultant agrees to complete the duties and activities described in Schedule A attached, within the time frame specified in that Schedule.
2. The Consultant is an independent contractor who shall be compensated solely according to the terms specified in Schedule A, and shall not be deemed an employee of Mercy Corps International.
3. The Consultant shall only use the name of Mercy Corps International for authorized activities. All other uses will be considered violations of Mercy Corps International.
4. The Consultant accepts responsibility for all personal taxes, social security, and other taxes or fines that he/she may incur as a result of payment made under this Agreement.
5. The Consultant agrees to indemnify and hold Mercy Corps International harmless from and against any and all losses, claims, damages, liabilities and related expenses, including counsel fees, incurred by or asserted against Mercy Corps International, arising out of activities performed that are not in direct fulfillment of this Agreement, for activities performed without the explicit approval of Mercy Corps International, or for any activity that is performed with wanton and willful conduct, whether or not the activity is performed in fulfillment of this Agreement.
6. Mercy Corps International shall own all rights in and to any work created by the Consultant in connection with this Agreement, including all copyrights, patents, or trademarks. By entering into this Agreement, the Consultant hereby expressly transfers all such rights to Mercy Corps International.
7. The Consultant agrees not to disclose any matters of a confidential nature, which he or she may be privy to as a result of the Agreement.
8. During the term of this Agreement, the Consultant shall not engage in any activities that may interfere with the Consultant's ability to perform the specified activities or with the policies of Mercy Corps International.
9. If the Consultant is unable to complete the described activities and duties described because of physical or mental disability, Mercy Corps International shall have the option to terminate this agreement on three (3) working days written notice unless the

Consultant furnishes another individual satisfactory to Mercy Corps International. Otherwise, the Consultant's non-performance of the duties described in Schedule A will constitute a breach of this Agreement.

- 10. Any controversy, claim or dispute arising out of or relating to this Agreement, including, without limitation, any claim for breach of this Agreement, shall be settled in the courts of Oregon pursuant to the laws of Oregon. The Consultant hereby agrees to submit to the exclusive jurisdiction of Oregon in connection with any action brought under this Agreement and agrees not to institute suit in any other jurisdiction. Mercy Corps International may withhold fees and compensation due to the Consultant until a settlement has been reached.
- 11. This Agreement constitutes the entire agreement. There are no verbal agreements, which have not been included in this document.
- 12. Mercy Corps International may terminate this Agreement at any time for any reason, upon five- (5) days written notice to the Consultant.

[Signature] Dec 30/98
 Consultant *American Red Cross International* Date

[Signature] Jan 8 /1999
 Mercy Corps International Date

SCOPE OF WORK

MCE/SEA is being funded by ECHO (European Community Humanitarian Office) to train the Tajikistan State Committee of Emergencies (SCE) in the use of engineering techniques and equipment for disaster averted. Training will include techniques to avert and/or lessen the effects of disasters as they are happening, such as: selectively breaking dykes to alleviate pressure from bursting points farther downstream; using sandbag walls and pumps to lessen the effects of "melting" on mud houses, rather than waiting until flood waters recede; seasonally affixing gabion wire to mudslide-prone areas; the use of hydraulic and crank jacks for earthquake and mudslide response; maintenance and care of all equipment; community awareness and mobilisation workshops; and the development of training at a district level for early engineering response. The training will culminate in a dry-run exercise before next year's expected flood and mudslide season. At the end of the project equipment purchased for the training will be turned over to the SCE and put into rapid response containers. The project starts November 1998, managed by a Project Manager. Training will be delivered by freelance consultants working on 2 x one-month contracts. Tajikistan has a security problem, and our staff live in a walled, guarded compound. At Christmas 1997 two aid workers were kidnapped and one was killed; in July 1998 four UN staff were shot dead; in November 1998 fighting broke out in north Tajikistan. The consultant is required to complete a brief by thorough consultancy report upon arrival to the US. The consultant is expected to submit this report to Mercy Corps Headquarters before consultancy payment and reimbursement for expenses takes place.

Each consultant will teach one or several of the following subjects:

1. Floods - preventing, mitigating effects of both during and after the flood.
2. Mudslides/Landslides - preventing, mitigating effects of both during and after the slide.
3. Search and Rescue for people trapped under buildings.
4. Use and maintenance of equipment for any of the above.

Qualifications:

1. Several years practical experience in emergency mudslide/flood/search and rescue management.
2. Minimum of two years overseas experience, preferably in the former Soviet Union.
3. Past military or civil defence experience a plus, especially training military/paramilitary.
4. Russian language a plus. Farsi or Tajik languages a plus.

SCHEDULE A

Specific duties and activities to be completed by Consultant.

As per attached Scope of Work

Consultant shall complete above duties from:

Approx. February 1, 1999 to mid March, 1999.

Consultant shall receive the following compensation upon receipt of a proper invoice from the Consultant:

\$5,000.00 for a total of 25 working/travel days on a 6-day per week work schedule.

With reasonable expenses for food, housing, local travel, office and other incidental expenses, to be paid upon receipt of invoice on monthly basis.

American Rescue Team International

March 15th, 1999

Invoice To: Mercy Corps International
 3030 SW First Ave.
 Portland, OR 97201-4796

Expenses incurred by Doug Copp throughout the travel to Tajikistan

Date	Description	Amount
12/04/98	Photo, San Francisco	8.82 USD
1/04/99	Photo, San Francisco	7.57
1/04/99	Photo, San Francisco	8.65
1/11/99	Mail, San Francisco	3.3
1/25/99	Visa, Istanbul	45
1/25/99	Hotel, Istanbul	40
1/25/99	Food, Istanbul	20
1/29-31/99	Hotel, Almaty	130
1/29-31/99	Food, Almaty	39.45
1/30/99	Food, Almaty	6.5
2/05/99	Food, Dushanbe	20
	Baggage Tajik Air	60
	Food expenses in Tajikistan	20
	Baggage Tajik Air (leave)	35
	Hotel, Almaty (return)	110
	Food, Almaty (return)	20
	Hotel, Turkey (early flight, change of season, price increase still discounted)	50 * 3 = 150
	Visa, Turkey	45
Total		818.29

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819.99

Total travel advance \$ 1000
 Amount due to Mercy Corps \$ 180.71
 Amount still owed to American Rescue Team \$ 5000
 Deduct remaining travel advance - \$ 180.71
 Total amount owed to American Rescue Team \$ 4819.29



Sincerely,

Doug F. Copp

Doug F. Copp
 Rescue Chief
 American Rescue Team International

PO Box 489
 Alameda, CA
 USA 94501
 Voice/fax
 510-523-5493
 amerrescue@aol.com
<http://www.amerrescue.org>

Doug Copp

BRING CHECK

KATI
435 Euro

NAME:	Doug Copp		
Destination:	Dushanbe, Tajikistan		
Depart Date:	24-Jan	Cost Center:	1310-15-007
Return Date:	26-Feb		
Exchange Rate for non-US\$ expense:			

Date	Location/Description	Item #	Miles	Travel & Transport (6250)	Hotel (6250)	Meals & Incidentals (6250)	Phone & Fax (6820)	Other
12/4/98	San Francisco							Other \$8.82
1/4/99	San Francisco							Other \$7.57
1/4/99	San Francisco							Other \$8.65
1/11/99	San Francisco							Other \$5.69
1/29-31/99	Almaty				\$180.00 ✓			
1/29-31/99	Almaty					\$45.95 ✓		
2/5/99	Dushanbe					\$20.00 ✓		
	Istanbul visa			\$45.00 ✓				
	Bags Tajik Air			\$60.00 ✓				
	Tajikistan					\$20.00 ✓		
Return	Bags Tajik Air			\$35.00 ✓				
Return	Almaty				\$110.00 ✓			
Return	Almaty					\$20.00 ✓		
	Consulting Fee							\$5,000.00
TOTAL				\$140.00	\$290.00	\$105.95	\$0.00	\$5,036.04

Total - (6250)	\$535.95	Total All Expenses	5564.29
Total - (6820)	\$0.00	Less: Advance	\$1,000.00
Total - Other	\$5,036.04	Due to Employee	\$4,571.99
Total All Expenses	567.04	Due to Mercy Corps	4564.29

signed: *Kati Maselny* date: 3/22/99 approved: *[Signature]* date: *[Signature]*

*Felo Eff
Pw Judo*

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Doug Copp