

REQUEST FOT PROPOSAL: LEGAL ADVISOR

CARE is an international nongovernmental organization leading in humanitarian work and fighting global poverty. We seek a world of hope, tolerance and social justice, where poverty has been overcome and people live in dignity and security. CARE International aims to be a global force and a partner of choice within a worldwide movement dedicated to ending poverty.

CARE International in Rwanda , a branch office of the Cooperative for Assistance and Relief Everywhere, Inc., a District of Columbia (USA) non-profit corporation, seeks a legal advisor able to work closely with the Country Director and other senior management of the Country Office located in Rwanda (collectively, "CARE USA" or "CARE"), and from time to time the CARE USA Legal Department.

1. DESCRIPTION OF SERVICES SOUGHT

- Ensure that agreements/MOUs between CARE Rwanda and its clients/business partners are written in accordance with national laws;
- Give advice where necessary on drafts of contracts of partnerships, statement of works and other service agreements before they are signed between CARE Rwanda and other parties
- Provide assistance and handle contractual disputes as they arise;
- Collaborate with CARE Rwanda's Human Resources (HR) department during the development of employment contracts and regularly advise the management in legal affairs concerning employment contracts and compliance with Rwandan employment law as shall be deemed necessary;
- Review CARE Rwanda's internal policies, procedures and systems to ensure they are in conformity with all Rwandan laws, rules and regulations, and provide formulation for changes needed to ensure conformity;
- Represent CARE Rwanda before Courts of law or any legal and administrative entities in Rwanda, such as the Labor Inspector's office, Ombudsman's office, Rwanda Governance Board, etc.
- Draft legal documents that may be required by CARE Rwanda, give support and advice in all legal matters including, but not limited to, contracts and Court cases;
- Proactively inform CARE Rwanda about all changes in the laws that are key and relevant to CARE Rwanda including labor , social security laws and regulations for expatriate staff, etc., and avail copies of these laws after being gazetted.

Consistent with the above, local legal Advisor should provide zealous legal services that at all times is competent, professional, timely, and with the highest degree of integrity, as well as consistent with all applicable standards set by the local bar and the following overarching goals:

- Provide comprehensive, pro-active legal services through early, thorough involvement;
- Provide creative, understandable legal advice that appropriately takes into account local concerns and the specific matter being addressed;
- Solve problems creatively and formulate alternatives in accordance with legal requirements;
- Assist management in identifying and quantifying risks;
- Communicate effectively with CARE

Legal counsel must have, but not be limited to, expertise in the following areas:

1. Local registration and compliance with host government requirements, securing tax exemptions and duty-free status, and other related areas;

2. Labor law compliance, including employment tax issues, benefits, work permits, visas, etc.;
3. Litigation and dispute management with employees and former employees, local contractors, vendors and others;
4. Document and policy review, drafting and/or guidance, including compliance with local law;
5. Intellectual property protection and licenses; and,
6. Proactive advice on new legal developments relating to anticipated or potential exposure of CARE.

2. RECOMMENDATIONS

As part of your proposal, please provide a list of current or former clients CARE may contact regarding the nature and quality of your service. Please include at least one international nongovernmental organization (INGO), if applicable.

3. FEES AND EXPENSES

Your compensation should cover legal advice and the following services, for which CARE understands there will be no additional charge:

1. While CARE understands that some work may be conducted by junior attorneys, unless otherwise agreed by CARE, CARE expects partner (or equivalent) review before receiving work product.
2. Overhead charges such as secretarial services, local phone calls, faxes, copying, stationery costs, computer, e-mail, word processing charges, supplies, and any necessary research.
3. Updates on new laws or regulations material to CARE, and proactive advice.

4. BILLING

You will provide CARE detailed monthly reports of your time and any reimbursable costs. You will bill CARE separately only for long-distance phone calls and court filing fees at actual out-of-pocket cost without adding mark-ups or administrative charges. These reports should indicate the matter worked on, the date worked and your time spent according to hours or in tenths of an hour worked. If we are billing on a retainer arrangement, your report will also show what portion of the retainer has been used and how much remains. If your work for CARE requires travel, meals, advice from or research by outside lawyers or experts, consultants or others, or other forms of unusual expenses, you will first obtain CARE's approval before incurring such costs.

5. LITIGATION

Regarding representation to CARE to resolve disputes, you will discuss with CARE and give CARE your opinion on estimated costs if in excess of this agreement, CARE's likelihood of success, and recommended strategies to reduce CARE's overall exposure and expense. As part of your strategy discussions with CARE, you will consider whether disputes may be resolved by mediation, settlement or other alternatives to judicial procedures.

6. COMMUNICATIONS

As part of your representation, you will keep CARE promptly advised of all important developments in matters you handle, and will consult with CARE prior to any significant strategic decisions on CARE's behalf. You will forward to CARE any media statements or public requests for information before providing any response.

7. CONFIDENTIALITY

Consistent with the attorney/client relationship, you will not disclose your counsel to CARE or any CARE confidences except to the extent necessary to further CARE's interests or as required by law after providing notice to CARE. CARE confidences include any information (written, oral or observed) relating to CARE's: (a) legal matters and your representation of CARE; (b) donors and potential donors; (c) beneficiaries; (d) employees; (e) business and strategic plans; (f) finances; and (g) relationship with any governmental entity. Confidences also include information specifically designated confidential by CARE or that you know or reasonably should know is not generally known to the public. You agree that CARE may at any time seek the advice of alternative legal, tax or other counsel, and that any agreement with CARE shall not constitute exclusive representation in any form.

8. CONFLICTS

In the course of your representation, you may develop a potential conflict of interest with CARE or a CARE matter you are handling. Such conflicts can stem from an ongoing or past client or personal relationship, contacts with a judge, a governmental official or from other sources. You may feel personally that there is no actual conflict, but nevertheless you will inform CARE in writing that a potential conflict exists. CARE will decide whether or not to waive the conflict or to secure separate legal counsel for one or more of the matters you are handling. You will assist CARE with any transition of the matter to the separate legal counsel. If the conflict stems from a new client relationship for your firm that conflicts with CARE's interest, you will continue to represent CARE and will decline to represent the new client, if CARE does not waive the conflict. If needed, you will help CARE secure separate legal counsel, such as by recommending alternative, qualified counsel, and will transfer the CARE matter(s) in an orderly and professional manner.

9. TERMINATION

Either party may terminate this representation at any time with reasonable notice provided that any pending cases or advice are properly managed and promptly transferred to legal counsel selected by CARE so as to protect CARE's interests. CARE will pay fees and reimbursable costs incurred before termination. All work product shall be CARE's property. At the conclusion of representation for any reason, you will safely, securely and confidentially retain your CARE files for any applicable statute of limitations unless CARE otherwise requests.

This request for proposal shall be expressly referenced and agreed to in any retainer or other agreement that may be executed by you and CARE. Any conflict in terms shall be resolved in favor of this request for proposal.

10. REPORTING

The Legal Advisor will provide advice and counsel directly to the CARE Rwanda Country Director.

11. DURATION OF THE ASSIGNMENT

2 years renewable

Thank you for your interest in working with CARE.