

Fundraising Consulting Services - Terms of Service for CBOs in Africa

Last Updated: 1st October 2025

1. Introduction and Acceptance

These Terms of Service (“Terms”) govern the provision of fundraising consulting services (“Services”) by Obedi Bwambale (also operating as [Mulhamia Services](#), URSB No. 80030811524872) (“Consultant”) to Community Based Organizations operating in Africa (“Client”). By engaging our Services, you confirm your acceptance of these binding Terms.

2. Service Description

Consultant will remotely provide the following Services during the Term:

- Identification of relevant grant funding calls and opportunities.
- Viability assessment and strategic advice on funding opportunities.
- Maintenance of an online grant opportunity tracker.
- Delivery of monthly activity reports (verbal or written).
- Organization and leadership of regular online funding strategy meetings.
- Leadership in the writing and submission of funding proposals.

3. Service Term and Termination

The initial term of these Terms is twelve (12) months from the Effective Date (“Term”). Either party may terminate the Services for any reason by providing sixty (60) days’ written notice to the other party.

4. Financial Terms

4.1. Compensation Structure

a. **Commission Fee:** A success fee of two percent (2%) of the total value of any funding secured and received by the Client as a direct result of a proposal developed under these Terms.

b. **Non-Refundable Retainer:** A total retainer of USD \$1,000 is required, payable as follows:

- **1st Instalment:** \$300 due upon acceptance of these Terms.
- **2nd** Payable as per the scheduled payment plan.
- **3rd and 4th Instalment:** Contingent upon the successful submission of at least two (2) viable grant applications, each valued at a minimum of USD \$20,000, on the Client's behalf in quarter. This instalment is payable upon provision of verified evidence of such submissions.

4.2. Payment Procedures

All payments shall be made via methods specified by the Consultant (including PayPal, Mobile Money, or bank transfer). For bank deposits, a 15% surcharge will be applied to the invoice total to cover bank fees for inward payments as charged by banks in Uganda. The Client must obtain written payment instructions from the Consultant before transferring any funds. Invoices are payable within thirty (30) days of receipt.

4.3. Expense Reimbursement

The Consultant shall bear all routine operational expenses. The Client shall reimburse pre-approved, reasonable expenses for required physical engagements (including transportation, accommodation, and meals), with reimbursement requests payable within ten (10) days of invoice submission.

4. Intellectual Property Rights

All work product created by the Consultant under these Terms ("Work Product"), including proposals, reports, and methodologies, remains the Consultant's intellectual property. Upon full payment of all fees, the Client receives a perpetual, non-exclusive license for internal use of the Work Product. The Client may not commercialize, resell, or publicly distribute the Work Product without express written consent.

5. Confidentiality

Both parties agree to maintain the confidentiality of all proprietary information exchanged during the Service Term. This obligation survives termination of these Terms.

7. Service Guarantees and Liability

7.1. No Guarantee of Funding

The Consultant provides advisory services and does not guarantee successful funding outcomes. Fundraising success depends on numerous factors beyond the Consultant's control.

7.2. Limitation of Liability

The Consultant's total liability for any claim under these Terms shall not exceed the total fees paid by the Client in the six (6) months preceding the claim. The Consultant shall not be liable for any indirect, special, or consequential damages.

8. Client Responsibilities

The Client agrees to:

- Provide necessary information and access for Service delivery
- Make timely decisions regarding funding opportunities
- Fulfill payment obligations as specified in these Terms

9. Dispute Resolution

These Terms shall be governed by the laws of the Republic of Uganda. Any disputes shall first be subject to good-faith negotiation, followed by binding arbitration in Uganda if unresolved. Arbitration costs shall be shared equally unless determined otherwise by the arbitrator.

10. General Provisions

10.1. Independent Contractor Status

The Consultant operates as an independent contractor. Nothing in these Terms creates an employment relationship between the parties.

10.2. Modification of Terms

We reserve the right to modify these Terms with reasonable notice. Continued Services after such notice constitutes acceptance of modified Terms.

10.3. Entire Agreement

These Terms constitute the complete agreement between the parties and supersede all prior discussions and agreements relating to the Services.

Acceptance of Terms

By signing below or engaging our Services, you acknowledge that you have read, understood, and agree to be bound by these Terms of Service.