

INVITATION TO PARTICIPATE IN FRAMEWORK AGREEMENT



**TENDER TITLE: International Public Relations Agencies
to Support Communication, Publicity
and Visibility of TMEA's Programmes in
European and North American Media
Outlets**

TENDER NUMBER: PRQ20140110

DATE: August 11, 2014

**DUE DATE: SEPTEMBER 8, 2014 (5.00
P.M. KENYA TIME)**

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1 Introduction

About TMEA

TradeMark East Africa (TMEA) is an initiative funded by a range of development agencies to promote regional and economic integration in East Africa by working closely with the East African community institutions, national government, business and society organizations. TMEA seeks to support East African integration by unlocking the economic potential through a number of initiatives among them, reducing the time and cost of transport.

2 Invitation to Proposal

TMEA wishes to pre-qualify international public relations agencies to support Communication, Publicity and Visibility of TMEAs Programmes in European and North American Media Outlets whose expertise can be called upon in response to the Terms of Reference for defined pieces of work.

The submissions will be evaluated for each area on a comparative technical advantage basis. TMEA reserves the right at its sole discretion to appoint successful bidders to the framework for all, one or some of the areas for which they have submitted a Proposal.

3 Categories of Services

These are captured in Clause 2 above elaborately in Appendix A.

4 Submission of Proposals

The submissions from interested and qualified consultants/consultancy firms must register and apply online **ONLY** on the TMEA procurement portal at the website: <http://procurement.trademarkea.com> by **5:00 p.m. Kenya Time on September 8, 2014.**

5 Framework Agreement Timeframe

It is envisaged that the Framework Agreement will commence in September 2014 and last for a period of 2 years. The terms of reference for this Framework Agreement are set out in Appendix A. As part of their submissions, bidders are required to confirm that they will sign up to the terms and conditions of the Framework Agreement as set out in Appendix B if appointed.

The appointment of a firm to the framework does not **constitute a commitment or guarantee** by TMEA to purchase or procure any services from the appointee. Such services will only be

purchased or procured from appointees in accordance with the **Call down Mechanism** prescribed by the terms of the Framework Agreement, as described further in Section **6 below**.

6 Call down Mechanism

Individual contracts under the Framework Agreement will be allocated according to the following draw down mechanisms:

- Contracts estimated to be valued at less than **\$40,000** may be allocated among framework appointees best evaluated by TMEA on foot of an instruction issued by TMEA to the chosen consultant.
- For contracts estimated to be more than **\$40,000 in value**, it is intended that, other than in exceptional circumstances, these will be awarded by TMEA pursuant to a **Mini competition** conducted in accordance with the terms of the Framework Agreement by application of criteria to be determined based on the nature of the assignment. During the term of the Framework Agreement, the Consultant may not engage in activities nor have other interests that may reduce TMEA's confidence in the Consultant's performance of the services.

Unless otherwise agreed between the parties, each assignment shall include the Consultant obtaining opinions, approvals and permits necessary to perform the assignment in accordance to the applicable law.

7 Replacement of Personnel

The Consultant is not allowed to replace any Personnel stated in the Framework Agreement without prior approval of TMEA. However, if any Personnel are unable, for any reason, to perform the Services or carry out the assignment or part thereof, the Consultant shall, with no costs to TMEA, provide a replacement with equivalent qualifications and experience subject to TMEA's approval.

8 Proposal Requirements

Submissions should include all information necessary in respect to each Category being proposed.

9 Framework Award Criteria

- 9.1 If the bidder is a firm, include a copy of an organisation chart showing each Category team proposed by the bidder;
- 9.2 A CV and contact details of the engagement leader for each Category which a Proposal is submitted, who will have overall responsibility and be the point of contact for the provision of services to TMEA and who will manage the relationship with TMEA including

details of experience in overseeing or managing a team on a complex series of related transactions;

- 9.3 A CV of each team member who will be involved in the delivery of services to TMEA outlining their skills and expertise for each Category Proposed for;
- 9.4 Details of staff resources of the bidder, setting out the total number of staff in the organization, including a breakdown of the number of management team and number of technical/support staff;
- 9.5 Details of similar assignments undertaken during the last 3 years that best illustrate the bidder's experience in the category for which it is applying. Bidders must, where possible, identify the client involved and provide a brief description of the services provided to the client;
- 9.6 Provide the names and phone numbers of contact persons responsible for engagement (supplier). *Please note that these person(s) named may be contacted by TMEA for references, and;*
- 9.7 Give comments to the terms of reference with demonstrated understanding of requirements.

Team members may be proposed in more than one Category.

10 Quality, Communications and Security Policy

The framework agreement will be guided by a quality, communications and security policy or service level commitment which should address the following:

- 10.1 A statement of the bidder's approach to ensuring quality in the delivery of its services, including details of availability to meet with TMEA representatives when required, and a policy in relation to communications and responsiveness. The policy must meet the minimum requirements below

Firms must return TMEA's telephone messages and acknowledge emails on the same working day if received before noon and on the morning of the next working day if received in the afternoon; and

Firms must provide TMEA with adequate supporting documents such as timesheets, etc. in relation to applications for payment.

- 10.2 Prospective Consultants shall propose a security policy containing, the following:

The principles and procedures to be applied when dealing with any conflict of interest that may arise in the course of the services framework agreement;

The procedures (including physical constraints and IT systems) which will be maintained to ensure that information held by the successful bidder is inaccessible to unauthorised persons; and

The systems in use shall be independently audited and the audit report made available to TMEA.

11 Steps Following Appointment

Bidders should note the following steps which will be taken following the acceptance of a Proposal:

Conditions

The conditions in Appendix A apply to this competition.

Checklist of documents to be submitted

Bidders must ensure that their proposals contain the information to satisfy the proposal Requirements set out in paragraphs 1 to .10 above and in particular include the following.

- a) Signed Code of Ethics (Appendix C);
- b) Bidders must demonstrate tax compliance within their jurisdictions, including provision of an up-to date Tax Compliance Certificate and/or a copy of the PIN certificate, to be considered responsive. Bidders should also include a Certificate of Registration and Certificate of Incorporation or similar as applicable;
- c) Detailed CVs duly signed by the proposed professional staff, and the authorized representative submitting the proposal; and
- d) Outline of relevant recent experience on assignments of a similar nature in the past five years in the specified format (The bidder must submit names and contacts of persons whose such projects have been completed and commissioned. The bidder may be requested to demonstrate such previous undertakings by way of letters of recommendation or completion certificates by the contact persons of such organisations.

12 Execution of Framework Agreement

If a bidder is successful pursuant to evaluation under the Award Criteria, a framework agreement for provision of services will be signed by TMEA and the successful bidder in the format attached in Appendix B

Appendix A: Terms of Reference

International Public Relations Agencies to Support Communication, Publicity and Visibility of TMEAs Programmes in European and North American Media Outlets

1.0 Background

Social, Economic & Political Context: East Africa has a combined population of over 140m people, and is expected to reach 237m by 2030. The region's economy has grown robustly at over 5% p.a. over the last decade. Despite this strong economic progress, high population growth has meant that the number of people below the poverty line increased to 53m in 2010. The region has experienced relative peace and stability over the last five years. Peaceful elections were conducted in most countries in up to 2014, with a peaceful process in Kenya in 2013. Elections are due in many countries in 2015-16. However, instability still prevails across East Africa's borders elsewhere. This includes conflicts in Eastern DRC, Somalia, and civil conflict in South Sudan.

Regional and International Trade: East Africa's total trade in 2010 (\$37 billion) doubled with the rest of the world from 2005-2010¹, but still represents less than 2% of world trade. There have been ever increasing trade deficits. In 2012, the total exports from the intra EAC trade amounted to US\$ 3,230 million while the total imports amounted to US\$ 3,508 million, thus giving an intra-trade deficit of US\$ 279 million. Kenya and Uganda recorded a surplus balance while the rest of the Partner States recorded a deficit². However, recent finds of oil in Uganda and Kenya, gas in Tanzania, and potential for exports of oil from South Sudan, all have potentially positive impact on development, and transformative effects on government budgets. Intra-regional trade also expanded steadily since 2003, building momentum for regional integration (RI).

Challenges to Trade Growth: For East Africa's private sector to trade and grow more quickly, it must become more competitive. The World Bank's *Doing Business* report indicates that East African countries are amongst the least competitive in terms of trading across borders. Despite recent improvements in Rwanda and Burundi, *Doing Business* reflects very high costs of transport, long delays along main routes to and from seaports, and excessive bureaucracy and paperwork associated with importing and exporting³.

¹ State of East Africa Report - 2012

² East African Community Facts and Figures - 2013

³ World Bank, Reshaping Economic Geography of East Africa, From Regional to Global Integration p., 26

1.1 About Trade and Markets East Africa

TMEA is an East African not-for profit Company Limited by Guarantee established in 2010 to support the growth of trade - both regional and international - in East Africa. TMEA is focused on ensuring gains from trade result in tangible gains for East Africans, in line with the EAC's Development Strategy. Increased trade contributes to increased economic growth and subsequently reduced poverty. Our focus is not just on big business, rather ensuring that trade results in as many pro-poor gains as possible, especially for women.

1.2 Our approach: Partnership for Results

The cornerstone of the TMEA approach is that of partnership to achieve results, with a national focus to supporting implementation of regional issues. TMEA works with a wide variety of national and regional stakeholders: the private sector, national Governments and agencies, the East African Community (EAC) and civil society. TMEA's national offices maintain close and constant interaction with partners to ensure delivery. TMEA is a facilitator: providing support to partners to achieve tangible results. TMEA supports both hardware (infrastructure and systems) and software (technical know-how and policy) solutions to the challenges of supporting trade for East Africa. Experience has shown that this mix obtains better impact and value for money for investments.

We aim to engage proactively, quickly and flexibly with our partners, taking a private sector approach to implementation to ensure results are achieved. TMEA is unusual in that it has a wide range of instruments available, including financial aid, output-based aid and technical assistance. We deploy the right set of instruments given the needs of our partners and the related fiduciary risks, which are managed by our Custodian. TMEA is not generally an implementer in its own right; rather it works through national and regional systems and partners to ensure impact. Underlining our approach is a focus on national implementation of regional agreements, which requires national and regional engagement around core themes. We have established a strong backbone for engagement nationally and regionally, with offices in Nairobi, Kampala, Kigali, Bujumbura, Arusha, Dar es Salaam and most recently in Juba.

1.3 Results Targets

TMEA is a results-driven organisation and we have clear targets for the change that we support with our partners during the first phase 2010-2016:

- 10% increase in the total value of exports from the EAC region;

- 25% increase in intra-regional exports when compared to total exports in the region;
- 15% reduction in average time to import or export a container; and
- 30% decrease in the average time a truck takes to cross selected borders.

The overall value of these results, carried out by an independent analyst, is \$17 billion. This represents an impact return of \$31 per \$1 invested in TMEA. We take a long term approach to growing prosperity through trade in East Africa, foreseeing two further phases of work from 2016-2020, and 2020-2025.

1.4 TMEAs Strategy – Theory of Change

TMEA's work is underpinned by a series of interrelated propositions that guide what TMEA does or its' partners does. These propositions are underpinned by knowledge, assumptions, beliefs and hunches about how and why particular actions are expected to trigger particular changes. Propositions do not predict change. These propositions are called a 'theories of change', a term that has gained some popularity within international development circles in recent years. At TMEA, the theory of change is synonymous with strategy.

At the higher end of the theory of change, it is proposed that three necessary key 'trade competitiveness' elements contribute to increasing trade. These elements are:

- *Increased access to physical markets;*

Under Strategic Objective 1, TMEA is focusing on one Outcome in order to achieve *Increased Physical Access to Markets* and this is *Reduced Trade Costs*. This outcome accounts for around 44% of TMEA's budget and is the largest area of TMEA's portfolio. This component can be further broken down into: 36% to increasing the **capacity** of the transport system; 9% to improving the **efficiency** of the transport system; and 0.3% to reducing transport **regulatory** costs.

- *Enhanced trade environment;*

Under Strategic Objective 2, TMEA is focusing on four key Outcomes: *More Favorable Trade Agreements (2.1)*; *Improved EAC Trade Policy (2.2)*; *Reduced Non-Tariff Barriers to Trade (2.3)* and *Efficient Trade Facilitation (2.4)*. Approximately 42% of the TMEA budget is allocated to this strategic objective. Establishment of efficient trade systems is expected to lead to more

efficient trade facilitation and accounts for approximately 22% of the budget under this Strategic Objective.

- *Improved business competitiveness.*

Approximately 14% of TMEA's budget supports - Strategic Objective 3 (SO3) - Improved Business Competitiveness - as a key building block for increased trade competitiveness, improved trade, and **poverty reduction**. TMEA seeks to improve business competitiveness in East Africa through enhancing business regulations for trade, improving export capability and developing efficient trade logistics services.

1.5 Why communicate?

Good and effective communication about the work that TMEA is supporting is crucial to raising the profile of the work it supports in East Africa and reporting on the results achieved. As TMEA is funded by a range of European and North American donors, it is important to get visibility of our projects and communicate the successes and impacts to this important external audience.

TMEA has in the past engaged with foreign correspondents of international media outlets based in East Africa to provide information about its trade facilitation programmes in East Africa. This has had varied success.

Bulk of TMEAs projects are now in maturity stage. This is now a critical phase for TMEA to increase its visibility and coverage of its projects and the impacts on trade and prosperity on citizens. This is a critical success factor in TMEAs perception as an effective aid for trade programme and subsequently gaining continued funding for its next phase.

With this in mind TMEA wishes to hire an international consultant/consultancy firm to provide communications and public relations expertise in Europe (Belgium/Denmark/Finland/Sweden/UK/Netherlands) and North America (Canada/US) focussing on growing visibility and coverage of TMEAs projects in international media (electronic/print/online) outlets for an initial period of 6 months. The contract will be extendable for a further 6 months if implementation is deemed satisfactory.

2.0 Objectives

- Increase visibility and coverage of reporting on TMEAs work in East Africa in the major local and international media outlets (electronic, print and online) publications in donor countries (Belgium, Canada, Denmark, Finland, Netherlands, Sweden, UK & US);
- Profiling TMEA case studies in internationally recognised trade facilitation and infrastructure events and high profile media outlets;
- Disseminate existing TMEA multi-media and communications materials to international audiences through the electronic, print and digital media;
- Increase the public profile of TMEA internationally:
 - Improve relations with international media in order to be recognized as the expert in trade facilitation and an effective Aid for Trade programme;
 - Increase the sphere of influence within the World Trade Organisation, UNCTAD, World Bank/IFC and related agencies; and
 - To establish strategic partnerships with other agencies in the aid for trade field.

3.0 Recipient

The main recipient is TradeMark East Africa.

4.0 Scope of Work

Using TMEA existing corporate communications strategy as a guide the consultant/consultancy firm is expected to develop effective and innovative approaches to raise awareness and promote TMEA trade facilitation work in East Africa.

As and when required:

- Produce written articles thematic or otherwise that appear in international media outlets promote/showcase TMEA work;
- Working closely with TMEA, develop opinion and editorial pieces for placement in though leadership publications i.e. foreign policy, WSJ, Guardian Development, Bloomberg etc.;

- Schedule interviews for TMEA senior leadership team in country and during visits to European and North American donors;
- Arrange site visits with international reporters to TMEA projects in East Africa to (a) produce short articles on our work; and (b) increase positive press coverage;
- Provide guidance on how to leverage existing TMEA digital assets (website/social media platforms) to increase awareness of TMEA's work;
- Work with donor agency communications departments to develop a calendar of events; and
- Create a network of international journalists reporting on trade and trade facilitation

5.0 Conduct of the Work

The consultant/consultancy firm will be expected to work closely with TMEAs CEO, Director General, Deputy CEOs and Strategic Objective Leaders and will report directly to the Communications Director to agree and finalise all work undertaken.

6.0 Outcomes and Deliverables

- Coverage of TMEA projects in at least 2 major media outlets of each of the 8 TMEA donor countries in Europe and North America;
- At least 5 press conferences held with international media in Europe;
- At least 6 press articles developed and published in mainstream print media in at least 5 donor countries;
- Development of 3 opinion and editorial pieces placed in high level publications i.e. Foreign Policy, Wall Street Journal, Guardian Development, Bloomberg etc.;
- At least 5 interviews conducted on international media with TMEAs CEO/Director General, Deputy CEOs or Strategic Objective Leaders;
- Increase in engagements through our digital media with European and North American audiences by 30%.

7.0 Requirements

- The Public Relations Agency shall have at least 10 years of experience working with European and North American donor agencies;
- The agency should have demonstrable experience working in the development field in East Africa;
- Proven journalism experience on development issues and ability to communicate technical projects/ issues in an engaging way (human interest story etc.) to international audiences using a wide array of channels including electronic, print and digital;
- The Public Relations Agency should have adequate experience working in the European and North American markets with expertise on media management and established networks with international media outlets;
- A good knowledge and understanding of the development field and trade facilitation;
- The Public Relations Agency is required to submit details, as to the experience and qualification, of each team member;

8.0 Timetable

The total duration of this frame work is for a maximum of 2 years to be drawn down as and when required over the period.

9.0 Evaluation Criteria

Evaluation Criteria	Score
Case Study <ul style="list-style-type: none">• Examples of past work undertaken – Highlight key objectives and outcomes	10
Experience <ul style="list-style-type: none">• Have adequate experience working in the European and North American markets with expertise on media management and established networks with international media outlets	5
<ul style="list-style-type: none">• Have demonstrable experience working in the development field in East Africa	5
<ul style="list-style-type: none">• Have at least 10 years of experience working with European and North American donor agencies	5

<ul style="list-style-type: none"> • Demonstrable experience in covering Business/trade issues in Europe and North America 	5
Methodology <ul style="list-style-type: none"> • Creativity – Using existing and new types of media to engage with various audiences • Strategic thinking • Innovation • Multi-stakeholder approach • Accountability for results 	6 6 6 6 6
Personnel expertise <ul style="list-style-type: none"> • Qualifications • Professional Development • Experience in trade and development 	4 3 3
Total	70

TRADEMARK EAST AFRICA

AUGUST 2014

Appendix B: Framework Agreement

FRAMEWORK AGREEMENT

Framework Agreement with: **Insert Firm**

Framework Agreement for: **Insert Framework Title**

Contract For: **Insert Category**

I refer to the following:

1. The above mentioned Agreement dated **Insert Date**;
2. Your proposal of **Insert Date** in response to **Insert Framework Title** framework contract, I confirm that TMEA shall require you to provide Services on a call down basis as under the terms and conditions of the Agreement as expressly incorporated herein.
3. **Commencement and Duration of the Framework Agreement**
 - 3.1 The frame work contract shall commence on **Insert Date** and is expected to run for **Insert Number** with a possibility of further extension subject to needs.
4. **Framework Contract Termination**
 - 4.1 This Framework contract may be terminated by either party to the contract with a 30 days written notice.
5. **Call down mechanism**
 - 5.1 Call down contracts under this framework shall be issued for specific pieces of assignments under the broad category **Insert Category** and the call down mechanism shall be as stipulated in **Clause 6** of the invitation to framework tender document.

6. Call down Contract Signature

- 6.1 If the original Form of Call down Contract is not returned to the TMEA duly completed, signed and dated on behalf of the Consultant within 15 working days of the date of signature on behalf of TMEA, TMEA will be entitled, at its sole discretion, to declare this Call down Contract void.

For and on behalf of TradeMark East Africa

Name:

Position:

Signature:

Date:

For and on behalf of Insert Firm/ Consultant Name

Name:

Signature:

Date:

Appendix C: Code of Ethics (COE)

1. Preamble

TradeMark East Africa's (TMEA) success depends on its reputation, integrity, openness and respect for others. The trust and confidence of those with whom we deal is therefore, essential. The protection of our reputation and relationships is of fundamental importance to our long term sustainability. We recognise our obligations to all those with whom we have a direct relationship such as, donors, staff, contractors and suppliers, the private sector in general, government, civil society and the wider community.

This document covers fraud and corruption in the use of funds for ineligible expenditures, as well as fraud and corruption engaged in for the purpose of influencing any decision as to the use of funds. All such fraud and corruption is deemed to occur "in connection with the use of TMEA funds". The recourse for funds mismanagement, where TMEA has sufficient evidence, shall lead to refund of monies by the beneficiary involved and prosecution by the authorities.

Gender mainstreaming also forms part of this document and it is obligatory for all partners to put gender equity issues practice rather than adopting a superficial approach. This will be through continuous assessment of the implications for women and men of any planned action, including legislation, policies or programmes, in all areas and at all levels of the project.

Finally, all partners, consultants, contractors and stakeholders will sign the last page signifying they have read and understood this document, which is an integral part of the engagement/contract document with TMEA.

2. Definitions

- A "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- A "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- A "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- A "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party, and;

- An “obstructive practice” is;
 - Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - Acts intended to materially impede the exercise of the Bank’s contractual rights of audit or access to information.
- “Gender mainstreaming” is the process of assessing the implications for women and men of any planned action, including legislation, policies or programmes, in all areas and at all levels. It is a strategy for making women's as well as men's concerns and experiences an integral dimension of the design, implementation, monitoring and evaluation of policies and programmes in all political, economic and societal spheres so that women and men benefit equally and inequality is not perpetuated. The ultimate goal is to achieve gender equality.
- A “recipient” is any individual, firm, organisation, NGO, PSO or CSO or any partner that works with TMEA and/ or receives TMEA funding either through a contract or a grant.

Code of ethics

2.1 Relationship with stakeholders

TMEA’s reputation depends on the way in which we work. It is vital that our stakeholders have confidence in our competence and professional excellence. We will treat our stakeholders with respect, honesty and fairness.

Confidential information relating to our relationship with all stakeholders will be respected. We respect copyright and other intellectual property rights.

Where consultants and other third parties are contracted to perform duties by TMEA, they will be expected to act in accordance with this code. The obligation to comply with this document forms an integral part of the engagement we have with partners or consultants who are expected to append their signature, as a confirmation of commitment to adherence.

Decisions to hire a consultant or source materials from a particular vendor or supplier are made on the basis of objective criteria such as quality, reliability, technical excellence, price and service. Purchasing decisions must never be made on the basis of personal relationships or the opportunity for personal financial gain. The contractor undertakes to pay suppliers, subcontractors and agents in accordance with agreed terms.

The receipt of gifts or favours by recipients can give rise to embarrassing situations and may be seen as improper inducement. Gifts and favours must not be solicited. In the event that any offers of gifts or favours are received, it should be reported immediately using your organisation's hierarchy.

The recipient shall not avoid tax. The recipient will record and report all transactions, including those where payment is made in cash. All taxable perquisites to which staff are entitled will be listed and declared for tax purposes.

TMEA is committed to openness and transparency in communicating with stakeholders and seeks a constructive relationship the wider private sector/ civil society, the media, the government, non-governmental organisations and the general public.

2.2 Relationship with employees

TMEA aims to provide a positive, responsible, open and exemplary working environment. Relationship with staff should be based on respect, dignity and fair treatment for all. We strive to maintain an environment that is based on merit and inclusiveness. The organisation will recruit and promote staff on the basis of their suitability for the job and organisation's needs without discrimination. Diversity of staff is central to our operations and we value it immensely.

TMEA expect staffs to conduct their business activities with colleagues and stakeholders with respect for all and with honesty and courtesy. We will not tolerate harassment or bullying of staff.

The recipient will explain the purpose of its activities and individual jobs, foster effective communication and involve employees in improving their work. As far as possible, it will provide staff with opportunities to enhance their skills and capabilities, enabling them to develop fulfilling careers and to maximise their contribution to the organisation.

The recipient, in recognition of the efforts of an individual, it will maintain an atmosphere of fair terms and conditions of employment and remuneration policies and structures.

The recipient's time, physical and intellectual property should be used for business purposes only. Electronic communication equipment and related services (including email, internet, bulletin boards, fax machines, file storage) must be protected from unauthorised external access or use. Under no circumstances should they be used for receiving illegal, offensive, obscene or otherwise inappropriate materials.

The recipient shall respect staff privacy. We will only collect and retain personal information that is required for effective operation of the organisation or as required by law. The information will be kept confidential and released only to those who have a legitimate need to know. Information received by staff in the course of business dealings may not be used for personal gain.

No staff may be involved in any activity for personal gain. Any personal interests or interests of a member of one's immediate family in relation to the organisation's business must be disclosed. Any perceived conflicts of interest should be discussed with the line manager and it is your responsibility to take action to declare and resolve any real or apparent conflict.

3. Fraud and corruption

The recipient shall:

- 3.1 Take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices in connection with the use of TMEA funds, including (but not limited to):
 - adopting appropriate fiduciary and administrative practices and institutional arrangements to ensure that the funds are used only for the purposes for which they were intended, and;
 - ensuring that all of its representatives involved with the project, and all recipients of funds with which it enters into an agreement related to the Project, receive a copy of this document and are made aware of its contents;
- 3.2 Immediately report to TMEA any allegations of fraud and corruption;
- 3.3 Cooperate fully with representatives of TMEA or its appointed agent in any investigation into allegations of fraud and corruption. If TMEA determines that any person or entity referred to in 4.1 above has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices, it may suspend further funding/disbursement/payment. Should investigations reveal that there was fraudulent activity, TMEA reserves the right to demand a refund and may terminate the agreement in place. TMEA may also hand over the reports from any investigations to proceed with prosecution;

- 3.4 Take all necessary and appropriate against any representative declared ineligible, as described in below, from duties and responsibilities;
- If TMEA determines that a recipient is also a potential provider of goods, works or services, it shall declare the recipient ineligible;
 - TMEA shall declare a firm, consultant or individual ineligible under this code of ethics if such firm, consultant or individual has been declared ineligible under TMEA procurement guidelines or those of the respective government/partner or any other international organisation; and
- 3.5 Assist or enable TMEA obtain a refund of any resources (assets, monies, materials among other benefits) that have been used inappropriately funds including returning any unutilised funds especially where TMEA is not content with progress.

4. Gender mainstreaming

The core guidelines for gender mainstreaming in TMEA funded projects shall be based on but not limited to the following:

- 4.1 Issues across all areas of activity shall be defined in such a manner that gender differences are diagnosed;
- 4.2 Responsibility for translating gender mainstreaming into practice is system- wide and rests at the highest level of the recipient organisation. Accountability for outcomes needs to be monitored continuously;
- 4.3 Gender mainstreaming also requires that every effort be made to broaden equal participation at all levels of decision-making;
- 4.4 Gender mainstreaming must be institutionalised through concrete steps, mechanisms and processes in all areas of TMEA funded projects;
- 4.5 Gender mainstreaming does not replace the need for targeted, policies and programmes or positive legislation, nor does it substitute for gender units or focal points; and
- 4.6 There shall be clear organisational will and the allocation of adequate human and financial resources for gender mainstreaming from all available funding for the successful translation of the concept into practice.

5. Implementing and monitoring this document

The recipient's commitment to this document is essential to TMEA's success and will be demonstrated through training, enforcement and accountability. Adherence to the provisions of this document is a condition of partnership.

Project Managers should ensure that all recipients receive guidance on this document and understand the values that underpin its usage. They should strive to create an environment that encourages open discussion about any concerns.

These document is a guide rather than an exhaustive description of the recipient’s ethics polices and standards. TMEA aims to create a culture in which it is normal for partners to ‘do the right thing’ and to voice genuinely held concerns about behaviour or decisions that they perceive to be unethical.

All recipients are required to sign an ‘Annual Certificate of Compliance’ stating that they have read this document and have taken all reasonable steps to ensure that they have conducted business responsibly and in compliance with applicable laws and regulations.

6. Miscellaneous

The provisions in this code do not limit any other rights, remedies or obligations of TMEA or the recipient under the Memorandum of Understanding/Agreement or any other document to which TMEA and the Partner are both parties.

7. Commitment to the Code of Ethics

I have read the code and hereby sign as an indication of commitment to ensuring the code is incorporated and adhered to.

Organisation’s name: _____

Title of Signatory: _____

Signature: _____

Date: _____

.....

STAMP/SEAL

Appendix D: Declaration of Conflict of Interest

**For consultants or consultancy firms bidding for TradeMark East Africa (TMEA)
Framework agreement**

This form is to be completed and signed by each consultants or consultancy firms bidding for TradeMark East Africa framework agreement.

Framework agreement category:

Either:-

A) I wish to declare the following interest/s:-

1.
2.
3.
4.

Potential conflicts of Interest cover the following (which is not exhaustive):-

1. Relationship/ Association with TMEA, partner or staff;
2. Previously worked with/for TMEA;
3. Involvement in earlier phases of the project for which bids/proposals were sought;
4. Knowledge of bid/ proposal;

Or

B) I have no conflict of interest to declare

Name of authorized signatory:

Signature:

Date: