

MS-TCDC POLICY ON WORKING WITH ASSOCIATES

1.0 Background and Justification

MS-TCDC has over the years realized the need to use Associates¹ and in some instances External Facilitators² in conducting standard courses, consultancies and tailor-mades. MS-TCDC formalized working through Associates and External Facilitators in January 2006 (MS-TCDC Associates Policy of 2006). This was mainly as a result of a progressive increase in the demand for our services without a corresponding increase in the number of staff at MS-TCDC. Currently with the increase in workload related to MS AAI thematic training needs and diversification of the areas of expertise on the part of MS-TCDC, the demand for Associates and External Facilitators may actually get higher. However the use Associates and External Facilitators has to be within the strict budgetary limits that have been set in order to manage our resources more effectively and efficiently. Our target from 2009 is to keep Associates and External Facilitators in any engagement other than the core centre thematic areas, highly specialized tailor-made courses and consultancies to 20% on average.

The Centre acknowledges that it is not possible to recruit staff in all the areas it is engaged in as part of being a development training centre. We are aware that Associates and External Facilitators bring with them, new ideas, methodologies and contacts that the Centre taps on as the need arise

We therefore commit ourselves to the fact that MS-TCDC will continue working with Associates and External Facilitators when its own full time Trainers / Facilitators are either not available or not sufficiently competent in the subject matter. The same reasons will apply for external consultancies and tailor made, but Associates and/or External Facilitators will only be used if the assignment is judged to be of strategic significance to the Centre (Maybe a regular client we do not want to disappoint or the assignment could lead to other assignments etc).

Since Associates are used more regularly and are committed to the vision, mission and values of MS-TCDC, and the center has a long-term relationship with them, we dully recognized them and append them as part of our expertise pool or database. The list of Associates as at February 2010 is attached to this policy (Annex 1), we intend to revise this list every two years, from 2009.

¹ An Associate is a professional who is committed to MS-TCDC vision, mission and values, s/he is recognized and frequently contacted by MS-TCDC and requested to facilitate MS-TCDC consultancies, tailor-made courses, standard courses, other relevant workshops and symposia based on a set criteria , expectations and remuneration package as explained elsewhere in this policy

² An External Facilitator is a professional on one-off engagement with MS-TCDC in facilitation of MS-TCDC consultancies, tailor-made courses, standard courses, other relevant workshops and symposia and in so doing s/he has to have an Associate or MS-TCDC full time staff working with them.

2.0 Promotion of professionalism and conducive working environment

2.1 *Criteria for deciding on who should be an Associate*

MS-TCDC works with Associates who have the required competence and whose work will support or enhance MS-TCDC's mission, values and reputation.

Associates should therefore fit the following criteria:

- Are committed to MS-TCDC vision, mission and values
- Have relevant experience in any of our areas of specialization (Gender and Human Rights, Governance, Project Planning and Management, Policy Analysis and Advocacy etc)
- Are degree holders (Preferably Masters Degree)
- Have proven facilitation skills
- Have computer and writing skills
- Have highly developed interpersonal skills
- Have a sense of discipline and professionalism
- Have experience and understanding of the context of target area and of the development sector
- Have a flare for transformative change
- Have a commitment to learning (own and others)
- Are ready to make time for preparation, the assignment itself, daily and end of job de-briefing, reporting)

2.2 *Preparation of Associates for MS-TCDC engagements*

To ensure that Associates perform as expected, MS-TCDC is committed to ensure the following in enhancing professionalism and adherence to ethics in the short and long-term:

We will continually keep Associates abreast of all development that affect our working together in an effective and efficient manner

We will be availing training reports and course evaluation outcomes to Associates for the courses they have participated in

We will diversify our associates base to reflect new developments within the MS/AAI family

We will be sending to our Associates our training management manual and the existing associates policy so that they can familiarize themselves with them

We will involve them in our course development and marketing efforts through brochures, course catalogues, and development of an effective marketing strategy

We will be providing adequate notices for standard courses, at least 3 months in advance but the Associates are expected to be proactive in this by checking our course catalogues and enquiring from concerned RTDAs whether they will be required. Profiles of participants will be sent to associates at least 2 weeks before the course

We will always address the need for co-facilitation based on prevailing budgetary constraints

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We will look at our Associates afresh every two years and update them in order to meet the new challenges that will arise from time to time. A concrete aim then would be to have a joint session with them to revitalize Training Management Standards based on Training for Change (T4C) and/or MS-TCDC's Training Management Manual

We will address the need to provide Associates with a designated working space at MS-TCDC, Arusha in line with our on-going space rationalization and allocation process.

2.3 Contracting

Every engagement of an Associate has to be subject of a written contract, cfr. *Annex 2*. All Contracts will be signed by the DTD Manager or The Director of Training or the Principal MS-TCDC. All signed copies of Contracts should be handed over to the DTD Program Assistant for filing. Associates should keep a copy of their contract with MS-TCDC

2.4 Payment

The Associates fees will always be paid according to the prevailing MS-TCDC regulations and rates. The current fees level is USD 250 per day for Associates and USD 200 for External Facilitators. This rate covers preparation. It is only under special agreements approved by the DTD Manager that extra preparation days maybe paid. The rate will be revised annually in line with MS-TCDC standard price changes.

For external consultancies and tailor-made assignments, 25% of the agreed fees will be paid in advance together with the per-diem. The final payment will be made after the "successful" conclusion of an assignment. This may sometimes entail a report or MS-TCDC seeking feedback from the client. For assignments at MS-TCDC, full board accommodation will be provided and thus per diem or accommodation payments or refunds do not arise.

If the Associate has additional expenses that are not covered by the clients, these will not be borne by MS-TCDC unless there is a prior agreement. Associates receive the same per diem as full time MS-TCDC Trainers / Facilitators. MS-TCDC does not bear responsibility for the Associate's legal and tax obligations and insurance.

3.0 Special points of Attention

3.1 Avoid / manage potential conflict of interest.

Both MS-TCDC and Associates should be aware of a potential conflict of interest and manage this accordingly. This means, e.g. when an Associate agrees to work in the name of MS-TCDC, (s)he should in first instance protect and promote the reputation and business of MS-TCDC (and not his/her individual business). An Associate who intentionally damages the image and reputation of MS-TCDC will have his/her contract with the center revoked.

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3.2 Develop a limited network of Associates with whom MS-TCDC works regularly

A limited but intensive network of Associates makes it easier to protect MS-TCDC's identity and reputation and avoid conflicts of interest. It allows for the building of relationships of trust and eases the administrative burden. So MS-TCDC will always strive to keep the number of Associates to a minimum necessary. The proposed from 2009 as stated elsewhere is attached (Annex 1) and will be updated every two years. *It is anticipated that at any one moment MS-TCDC will be having a data base of a maximum of 30 Associates.*

3.3 Building the Associates Commitment to MS-TCDC

The center will sign a contract with associates that will recognize their special status when compared to other External Facilitators. The special privileges will include the following: Associates will be invited to participate in MS-TCDC major activities like symposiums and selected Program Development Meetings that include a training component. As Associates are supposed to demonstrate a learning culture and appreciate the value of reflection and exchange, they will not be paid any fee for attendance unless they have been asked to make special presentations.

The Associates will be listed on some of the relevant publications.

The center may outsource some assignments to the Associates.

A higher consultancy fee than the other external facilitators i.e. USD 250 while the maximum for the others will be USD 200 (with exception of very unusual circumstances) depending on qualifications. As stated earlier the rate will be revised annually in line with MS-TCDC price changes.

While at the Centre, all efforts should be made to ensure they get the same level of backup support as the full Time RTDAs (e.g. in photocopying) and easy access to an office.

The Associates will also be properly inducted to the MS-TCDC training methodology.

3.4 Non -Associates (other External Facilitators) should work together / under the leadership of a MS-TCDC full time Trainer/Facilitator for external assignments.

This principle again ensures the protection of MS-TCDC's identity and reputation. As relationships with them develop, this principle may be abandoned. As to working with a non-Associate or external facilitator, the MS-TCDC full time Trainer / Facilitator will give feedback to the non-Associate or External Facilitator on his/her performance that should include the criteria mentioned earlier. Based on this, MS-TCDC will decide whether or not to continue the relationship with the concerned non-Associate or External Facilitator.

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ANNEX 1: LIST OF CURRENT ASSOCIATES

(Updated on 02.11.2010)

#	Name	Area of Competence	Country
1.	Evans E. Lushakuzi	1.Organizational Dev./Organizational capacity Building. 2.NGO Administration 3.Aspects of Policy Advocacy 4.Training and acilitation skills 5.Strategic/corporate Planning 6.Board and Governance skills	Tanzania
2.	Lam Oryem Cosmas	1.Conflict Transformation & Peace building (negotiating, mediation and reconciliation) 2.Leadership for change 3.Appreciative Inquiry 4.Restorative Justice 5.Youth in Development	Uganda
3.	Ibrahim N. Kimani	1.OD in its broad spectrum 2.Managing Change in Organisations 3.Strategy Development and Strategic Planning Processes 4. Group Dynamics 5.Conflict Management and Medication in Conflicts 6.Programmes Evaluation and Impact Assessment 7.Consultancies 8.Coaching and Mentoring for Capacity Building	Kenya
4.	Charles Meshack	1.Natural Resource Management 2.Participatory Forest Management	
5.	Adonijah Abayo	Participatory Methodologies and study techniques Information and research	Institute of Accountancy Arusha P O Box 14339 Arusha, Tanzania aabayo@iaa.ac.tz ; aabayo@yahoo.com Tel +255-713-242471 Fax: +255-27-2508421
6.	Anna Mgwira	1. Organizational Capacity Building (English/Kiswahili) 2. Legal Aid/Human Rights 3. Lobbying and Advocacy	Tanzania

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7.	Jerome Muthemba Mwanzia	1. Community Development 2. Facilitation in Participatory Forest Management(PFM) and PRA 3. Natural Resource Management	Kenya
8.	Cosmas Kamugisha	1. Sociology and politics	University of Dear es Salaam, P.O. Box 35154 Dar es Salaam, Tanzania, cakamugisha@udsm.ac.tz , kgisha@yahoo.com Tel. Office:+255 22 2410075 Mob.: +255 784 310716
9.	Christine Nantongo	1.Advocacy	Uganda
10	Florence Ghamunga	Gender	
11	Njoki Muhoho	1. Group dynamics 2. Communications(writing, presentation skills, facilitation) 3. Performance management systems 4. Audit learning	Kenya
12	Francis Peter Ojege	1. HRM and MDO	c/o Martha Ojede, P.O.box 5480 Kampala, Uganda Tel. +256 772459909/772520837 Fojede@yahoo.co.uk
13	James Sando	1.Financial Management 2.Project Planning	P.O.BOX 10456, Arusha, Tanzania. Cell: +255-784-653-687: jimmy_sando@yahoo.com
14	Jessica Kilonzo	1. Group dynamics 2. Communications(writing, presentation skills, facilitation) 3. Performance management systems 4. Audit learning	Steps Ahead Consulting Ltd. Tel.: +254 722 495356 +254 736 779663 Jessica@stepsaheadconsulting.net

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15	Kamau Mubuu	1. Monitoring and Evaluation 2. Project Planning and Management	Catholic University in E.A P.O.Box 62157 Nairobi, Kenya Tel. +254 722 529283 Kamau_mubuu@yahoo.com Kamau.mubuu@mail.uonbi.ac.ke
16	Luteganya Lucius Rushembo (Eng.)	1. Computer and IT	University Computing Centre Ltd. P.O. Box 12718 Arusha, Tanzania Tel. +255 27 2509469 Cell: +255 754 949250 rushembo@yahoo.com www.ucc.co.tz , www.udsm.ac.tz
17	Mackrine Rumanyika Shao	1. Gender and planning	HIMS P.O.Box 11427 Arusha, Tanzania Tel. +255 754 882969 maakundi@hotmail.com
18	Oliver Wasonga	1. Planning and Management	University of Nairobi P.O.Box Nairobi, Kenya Tel. oliverwasonga@uonbi.ac.ke
19	Peter Kopoka	1. Planning and Management	University of Dodoma P.O.Box Dotoma, Tanzania Mobile: +255 754 487149 pakopoka@yahoo.co.uk
20	Peter Mukulasi	1. Organizational Development and change management	ESAMI P.O.Box 3030 Arusha, Tanzania petermukulasi@yahoo.co.uk Tel: +255 784 334978
21	Joyce Deloge	P.O. Box 23257 - 00604 Lower- Kabete Nairobi	Tel: 254-733-66 46 26 +254-721-83 14 12 E-mail: joyce.deloge@free.fr

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24	Michael Nkonu	Agribusiness Fair Trade labeling and branding Economics Public/Private Partnerships Trade Justice Market access Value Chain Analysis Executive Director Fair Trade Africa (Africa FairTrade Network) P.O Box 3308– 00200, Nairobi, Kenya	Tel: +254 726 152 135; +254 20 272 1930 Fax: E-mail: info@fairtradeafrica.net
25	Sithabiso Gandure (PhD)	8 Basil Street, Ferndale, Johannesburg.	Phone: +27 78 209 8674 Email: sgandure@gmail.com .
26	David Makala	Project Planning and Management	World Vision Tanzania P.O.Box 6070, Arusha Mobile: +255 754 274504 Tel : 255 - 27 - 250 8850 Fax 255- 27 - 250 8248 davidmakala@yahoo.com david_makala@wvi.org
27	Christopher Awinia	Project Planning and Management	Executive Director PRAXIS Ltd P.O. Box 13772, Dar es Salaam, Tanzania Tel: +255 286 2120; +255 784 605 555

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ANNEX 2: STANDARD Agreement between Associate and MS-TCDC

This is an agreement between *NAME ASSOCIATE*, associate of MS-TCDC, and MS-TCDC, PO Box 254, Arusha, represented by, MS-TCDC Principal, concerning the following,

Mr. *NAME ASSOCIATE* agrees to *JOB DESCRIPTION & DATES*

This involves:

Details of assignment: often to include;

(Be present at the training venue and co-train during the whole period of the training, inclusive of evenings for feedback, review and planning meetings.

Be resident at the training venue.

Be available for possible follow-on activities as per MS-TCDC instructions.)

MS-TCDC agrees to provide the following support:

Often to include;

Full board and accommodation for the whole training period ...MS-TCDC will also cover transport costs to and from

Guidance and supervision as to content and process, particularly during the design meeting, and the daily review and planning meetings.

Proof reading of handouts.

Provision of necessary stationery and didactical equipments.

Upon successful completion of the task, MS-TCDC agrees to pay fees as follows:

Other provisions:

No provision is made for insurance of any kind.

MS-TCDC shall not be held liable for any injury and /or death of the consultant in the course of the associate's obligation under this agreement.

Throughout the duration of (this assignment) and following its completion, the associate shall maintain the strictest confidentiality in terms of third parties in respect of information, data or documents acquired or brought to their notice in connection with the performance of the assignment.

In representing MS-TCDC the highest standards of behavior are expected. In case of misconduct or gross negligence of professional duties, the associate may be dismissed without notice.

By this contract the associate is not engaged as an employee of MS-TCDC and therefore is entirely responsible for the payment of any tax and national insurance or other contributions in respect of earning gained from this assignment.

The title rights, copyrights and all other rights of whatsoever nature in any material produced under the provisions of this agreement shall be vested exclusively in MS-TCDC.

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Either party may terminate this agreement by serving two week's notice in writing to the other party. If the performance of this contract is made wholly or substantially impossible by causes outside the control of either party, the affected party shall notify the other party in writing; and, as from the date of agreement of the other party, the obligations of both parties shall cease immediately, except that MS-TCDC shall pay the Consultant all fees due and outstanding under the terms of this agreement, up to and including the date the obligations ceased. Any written material or information obtained by the Associate up to this point will be the property of MS-TCDC.

During the whole process, the MS-TCDC contact point to the associate will be

Name Associate

Date

Signature

Name Representative MS-TCDC

Date

Signature