

# KENYA HEALTH SECTOR WIDE APPROACH

## CODE OF CONDUCT

### Introduction

This Code of Conduct made this 2<sup>nd</sup> August 2007 between the Government of the Republic of Kenya represented by its Ministry of Health, Afya House, P. O. Box 30016 City Square, Nairobi, 00200, Kenya (hereinafter referred to as the GOK) of the one part and Development Partners and Implementing Partners of the other part:

WHEREAS the GOK is desirous of implementing the Kenya National Health Policy Framework (1994-2010), the second National Health Sector Strategic Plan – 2005/2010 (herein after referred to as NHSSP II) and the Joint Program of Work and Funding (JPWF) for the period covering 2006/2007 to 2010/2011, through a Sector-Wide approach or SWAp to meet the targets set in the above documents and Millennium Development Goals (MDGs)

WHEREAS the Development Partners are committed to alignment and harmonization of their programs and projects in order to reduce the burden and cost of multiple procedures, reinforcing government ownership and strengthening institutional development, in pursuant of the Paris Declaration on Aid Effectiveness of March 2005

AND WHEREAS the Development Partners and the Implementing Partners (hereafter jointly referred to as the Cooperating Partners) are committed to implementing a sector-wide approach for health sector development, which will address the health sector as a whole in planning, financing, implementing, monitoring, evaluating and reporting

AND WHEREAS the GOK and Cooperating Partners signatory to this Code of Conduct (herein after referred to as all Partners) are committed to supporting the JPWF and its Annual Operational Plans (AOPs), in which developing policy, planning, financing, implementing, reviewing, monitoring, evaluating and reporting are carried out as a joint effort through consultation

AND WHEREAS all Partners are committed to shared ownership and responsibility for the degree of success achieved in reaching the health sector goals

AND WHEREAS all Partners are committed to supporting, reviewing and updating the NHSSP II and its JPWF periodically, and are aware that this Code of Conduct : (a) does not constitute a legally binding instrument, but reflects the commitment of all Partners working in the health sector; (b) is the collaborative framework within which the health sector partnership functions in the implementation of the JPWF and the AOPs; (c) will guide, regulate, and monitor the operation of partnerships to increase efficiency and effectiveness; and (d) does not supersede all legally binding agreements between the GOK and any of the Cooperating Partners or the laws, regulations and policies of the GOK or

Development Partners; and where there is a conflict between the Code of Conduct and any legally binding agreement or such laws, regulations and policies, the terms of the agreement, law, regulation or policy will govern.

NOW THEREFORE all Partners are committed to the following:

## 1. **Definitions**

In this document the following terms are defined as:

- 1.1 Alignment** is used to mean that Development Partners base their overall support to the GOK on the JPWF, and its Annual Operational Plans (AOPs); using GOK institutions, systems and procedures that will be strengthened progressively through joint effort to meet internationally accepted standards
- 1.2 Consultation** will mean open and constructive dialogue between and within the various Partners engaged in this partnership on any and all topics related to the pursuit of the common goals and objectives. Wherever possible, consultations should not imply request from any of the parties for endorsement of predetermined conclusions or outcomes
- 1.3 Development Partner (s) (DPs)** is used in this document to include each and all of external Governments, bilateral agencies, multilateral agencies, funding foundations and global/regional health initiatives that are committed to working together and with the GOK in a joint effort to support the funding, whether in pooled or non-pooled funding arrangements, and management of the implementation of the JPWF and AOPs. DPs that are signatory to this Code of Conduct are listed at the end of this document.
- 1.4 The Government of Kenya (GOK)** means the entire apparatus of Government and its institutions, represented here by the Ministry of Health (MOH).
- 1.5 The term Implementing Partners** unless where specifically qualified, is used to include:
  - a) Faith Based Non-Governmental Organizations
  - b) Other Non-Governmental Organizations, including community based organizations
  - c) Private enterprises such as private hospitals, clinics, nursing homes, maternity homes, pharmacies and industry, and
  - d) Other institutions or entities which may become signatories to this Code of Conduct in accordance with Section 9 below.

**1.6** The Kenya Health Sector **Joint Funding Agreement**<sup>1</sup> refers to the separate agreement between the GOK and those DPs who have agreed jointly to adopt mechanisms for pooled funding in support of the JPWF.

**1.7 The Kenya Health SWAp** is used in this document to refer to the sustained partnership between the GOK and its Cooperating Partners in health, that is led by the GOK, with the purpose of working together to achieve Vision 2030 and the common goal **“of reversing the decline in the health status of Kenyans ... through an efficient, high quality health care system that is accessible, equitable and affordable for every Kenyan”**; and to realize the health sector’s contribution to meeting the objectives and targets of Kenya’s Poverty Reduction Strategy/Economic Recovery Strategy for Wealth and Employment Creation (hereafter referred to as ERS) and the Millennium Development Goals

**1.8 Technical Assistance** refers to the transfer, adaptation, mobilisation and utilisation of services, skills, knowledge and technology. In practical terms it is mostly the provision of national and international consultants/experts needed to support the MOH in its work. This support is often in the form of advice, skills, expertise and knowledge. It ideally should increase capacity through at least the transfer of skills and knowledge, and it usually involves the production of one or more documents such as a manual or report

## **2. Principles and Objectives of the Sector-Wide Approach**

2.1 The basic principles that guide the Kenya Health SWAp are those to which all Partners under this Code of Conduct are committed, including as outlined in the March 2, 2005 Paris Declaration on Aid Effectiveness; in particular, the commitment to:

2.1.1 **National ownership and leadership** with the GOK setting the agenda, in close collaboration with the Cooperating Partners

2.1.2 **A common development framework** that clearly articulates national priorities and strategies- i.e. JPWF, and the ERS

2.1.3 **Align support with the GOK’s development agenda and use its systems and processes**

2.1.4 **Strengthen national capacity** through effective use of existing capacities and harmonized support for capacity development, and avoid as far as possible, undermining other Partners’ capacity through inappropriate recruitment practices

2.1.5 **Develop and use Common Working Arrangements** – by implementing, wherever feasible, common arrangements for planning, funding, financial management, disbursement, procurement, monitoring and reporting to the GOK on all activities and aid flows.

2.1.6 **Predictability of DPs’ support** by providing reliable indicative commitments of aid over a multi-year framework, and disbursing aid in a timely and predictable fashion according to approved schedules

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<sup>1</sup> To be developed and agreed on

- 2.1.7 **Mutual accountability** by working together to establish jointly decided frameworks that provide reliable assessments of performance, transparency and accountability of systems and procedures, with shared responsibility for successes and failures of the partnership in reaching the goals and objectives of the health sector plan
  - 2.1.8 **Respect for human rights, equity, democratic principles and good governance** as underlying principles of this partnership
  - 2.1.9 **Ensure mainstreaming of poverty reduction, equity, gender, governance, anti-corruption measures, HIV/AIDS and environmental issues** in policies, planning, impact assessment, service delivery and evaluation, and ensure that other marginalized groups of society such as the poor, the displaced and the disabled are specifically addressed.
  - 2.1.10 **Recognize the Cooperating Partner** entities that are signatories to the Code of Conduct as full and equal partners
- 2.2 The overall objective of cooperation under this Code of Conduct is to ensure that ownership, alignment and partnership is taking place in line with the Paris Declaration in the Kenyan health sector SWAp.
  - 2.3 The Kenya Health SWAp operates through joint consultative mechanisms and structures as defined in section 6 and 8 of this document.
  - 2.4 All Partners require that their staff and consultants working in the health sector will not carry out any action which could be interpreted as an illegal or corrupt practice, and will take appropriate action in the event of any allegations of such actions, including referring cases to the appropriate agencies for investigation and prosecution.

### **3 Commitments of the GOK**

- The GOK is committed, within its general policies and legislation, to:
- 3.1 Provide overall leadership in planning, administration, implementation and monitoring of the National Health Sector Strategic Plan II (NHSSP II) through its JPWF, through a broad-based consultative process
  - 3.2 Ensure that the proportion of the overall GOK budget allocation to the health sector increases annually and in accordance with the projections of the ERS and the Abuja Declaration on financing the health sector, over the period of the NHSSP II. In this regard, the GOK, through its Ministry of Finance, will at the commencement of each budget development cycle, clarify in the Budget Outlook and Strategy Papers, its position with regard to the allocation to the health sector
  - 3.3 Ensure that extra resources mobilized through the SWAp process from various DPs, does not affect GOK commitments (either in the Budget Outlook Paper or Medium Term Expenditure Framework, (MTEF) to the health sector.
  - 3.4 Ensure that resources for the NHSSP II are reflected in the resource envelope for the annual operational plans and as much as possible in the MTEF.

- 3.5 Ensure that the MOH will make available details of the financial resource requirements and gaps detailed in the final versions of the draft Health Sector MTEF and Annual Budget to the Ministry of Finance and all Partners in a timely manner.
- 3.6 Ensure that all central MOH, provincial and district health plans as well as programs and projects supported by DPs are aligned with the NHSSP II and JPWF and explicitly address the poverty reduction objectives (pro-poor, equitable distribution, gender, environment and HIV/AIDs mainstreaming) of the ERS and NHSSP II; and ensure that the bottom up planning process is linked to the annual GOK budgeting process.
- 3.7 Make financial and other contributions as detailed in the annual approved operational plan and budget and ensure timely release of such funds, goods and services.
- 3.8 As part of its stewardship functions, the MOH will take all necessary steps to harness the collaboration and contribution of the key health related sectors of the GOK and other relevant national institutions.
- 3.9 Ensure that funds provided are exclusively used for financing approved activities and that there is timely and effective quarterly performance monitoring and reporting to provide financial and performance information according to jointly decided formats.
- 3.10 Encourage and actively support Implementing Partners in their involvement in policy dialogues and health sector governance structures, and in reflecting their contribution in the annual district and national operational plans.
- 3.11 Improve equity amongst implementing partners to access resources mobilized through the SWAp process, and provide targeted support to Faith Based Organizations (FBOs) and Non Governmental Organizations (NGOs) activities in line with the JPWF.
- 3.12 Consult all Cooperating Partners prior to any changes in health policy or the NHSSP II, JPWF and AOPs. This consultation will be carried out in accordance with jointly decided processes of consultation outlined in this document.
- 3.13 Ensure that negotiations between the GOK (MOH) and Cooperating Partners that have a bearing on the NHSSP II and this partnership are officially made known to all stakeholders in a timely manner.
- 3.14 Adopt and implement risk based management by taking proactive and practical steps to strengthen governance, accountability and transparency, as well as prevent corruption in the sector, including through operationalization of the health section of the GOK's governance action plan, compliance with asset declaration and conflict of interest provisions, establishment and operation of a jointly approved complaints mechanism, and addressing all cases of corruption in accordance with the laws and regulations in Kenya.

- 3.15 Inform all Partners of any adverse circumstances which might threaten the accomplishment of the commonly set goals and objectives on a timely basis
- 3.16 Ensure that all the partnership structures are operational as defined in section 6
- 3.17 Comply with the appropriate environmental and social policies of GOK and as negotiated with DPs.

#### **4 Commitments of Development Partners**

The DPs are committed, within their general policies and legislation, to:

- 4.1 Ensure that all current and proposed support to the Kenya health sector is aligned with the JPWF and AOP.
- 4.2 Reflect the basic principles of the Code of Conduct in their future bilateral agreements with the GOK as this Code of Conduct will not affect bilateral agreements that are already in force at the time of signing this Code of Conduct.
- 4.3 As much as possible, progressively align their own planning, financing, budgeting, review, monitoring, evaluation, and reporting processes with those procedures and process established for implementation of the JPWF and AOP.
- 4.4 Negotiate with the MOH all new programmes or initiatives pertaining to health and health services to be implemented in the country before finalizing bilateral agreements with MOF and/or Implementing Partners.
- 4.5 Ensure that support to the health sector has long term commitment, predictability of resource flow, strategies of financial sustainability, continuity of implementation and exit strategies.
- 4.6 Work towards synchronizing their support and activities with the GOK budget cycle and financial year.
- 4.7 Ensure that financial information on all grants and credits, including details of procurement and technical assistance, are provided in a timely manner to the Ministry of Finance and MOH, so that they may be reflected in the plans and budgets of the GOK.
- 4.8 Recognize the importance of timely disbursement of funds and work towards ensuring that budget support releases are made according to a schedule jointly decided with the GOK.
- 4.9 Establish their own internal coordination mechanisms and structures to facilitate their dialogue with the GOK and other Cooperating Partners in line with good practice as described in the Paris Declaration on Aid Effectiveness and related publications.
- 4.10 Adopt the use of GOK systems to the extent possible. Where use of current GOK systems is not feasible, establish jointly with the GOK, additional safeguards and

measures in ways that strengthen rather than undermine country systems and procedures.

- 4.11 Provide comprehensive relevant information regarding resources provided to implementing partners to support the health sector in Kenya, and provide expenditure reports on a quarterly basis on donor managed funds using jointly decided formats.
- 4.12 Ensure that implementing partners support and coordinate their programs and activities with the Ministry of Health including provincial and district health management teams (PHMTs and DHMTs), and that these activities are directly in support of the JPWF and AOP.

## **5. Commitments of Implementing Partners**

All participating Implementing Partners will:

- 5.1 Organize themselves into distinct and fully representative umbrella organizations or constituencies (e.g. FBOs, NGOs, private enterprises, etc.) for purposes of interacting with other stakeholders within the SWAp partnership in the context of this Code of Conduct.
- 5.2 Ensure that all Implementing Partners' programs and plans, irrespective of source of funding, are consistent with the NHSSP II and JPWF and are reflected in the AOPs.
- 5.3 Consult with central MOH when engaging in negotiations with DPs on health matters with national scope and with the DHMTs for matters related specifically to district and community level plans, programs and activities.
- 5.4 Ensure that their health programs are aligned and included in the District Health Plans.
- 5.5 Disclose freely all support being received or solicited for health activities using an accepted format (including source of funding, amounts, purpose, duration, geographical area, etc) for their programs, highlighting funding gaps where appropriate for inclusion in the health sector resource envelope, MTEF and district planning processes.
- 5.6 Report regularly and in a timely manner on financial and technical performance in accordance or consistent with the GOK MOH reporting and monitoring systems and formats.

## 6. **Common Management Arrangements**

### 6.1 **Coordination**

- 6.1.1 The partnership will be governed by the Joint Interagency Coordinating Committee (JICC) and Health Sector Coordinating Committee (HSCC), whose terms of reference are attached to this document as Annex 4 and 5.
- 6.1.2 Detailed work of the partnership will be carried out by the various Technical Stakeholders Committees and *ad hoc* task forces that HSCC may wish to establish from time to time.

### 6.2 **Planning**

- 6.2.1 The annual health planning process will follow the GOK timelines and the Health Planning Summit will be held once a year to endorse the AOPs
- 6.2.2 The draft MTEF for the health sector, revisions of the AOP and draft budget will be reviewed and endorsed by HSCC.

### 6.3 **Monitoring and Review**

- 6.3.1 A **Joint Review Mission** (JRM) will be held at least once a year, as per the time frame stipulated in the NHSSP II. The JRM will review the performance of the health sector during the previous financial year and jointly determine sector priorities and resource allocation for the next Financial Year.
- 6.3.2 The HSCC will receive regularly and in a timely fashion the following monitoring reports:
  - a) Quarterly Ministry of Health performance review report including a synthesis of the district reports
  - b) Quarterly progress report on implementation of partnership benchmarks and objectives
  - c) Report and action plan of the Joint Review Mission conducted by the Partners and independent consultants (including fiduciary review report) to the Health Review Summit
  - d) Report of the Midterm Review
  - e) Report of the End EvaluationThe HSCC will then make such reports available to the Cooperating Partners.
- 6.3.3 The GOK will organize a **Joint Midterm Review** (MTR) and an **End Evaluation** by all Partners of the implementation of NHSSP II and JPWF, which will take place before the end of the third year and the last quarter of implementation of NHSSP II respectively. All Partners will jointly determine the timing, terms of reference and composition of the review mission for the MTR and the End Evaluation, and for any preparatory studies to be carried out in advance of these missions.



6.3.4 The Monitoring and Evaluation Matrix of the NHSSP II and JPWF will specify process and outcome indicators to monitor both the performance of the sector and the state of the partnership and its structures which will provide a basis for JRMs, the MTR and the End Evaluation.

#### 6.4 **Health Sector Reporting**

6.4.1 The GOK will, based on annual output targets, produce an **Annual Report** on the performance of the sector within four months of the end of every financial year. The annual report will contain tables of performance against jointly defined indicators for districts, hospitals, MOH departments and divisions, non-MOH Implementing Partners, and communities.

6.4.2 All Partners will share information on their relevant operational research and studies.

#### 6.5 : **Financial Management**

6.5.1 DPs are committed to moving progressively towards channelling resources using existing and strengthened GOK systems of budgeting, disbursement, accounting and auditing, and where necessary, provide support to the GOK to take steps to strengthen these systems. The GOK on its part will strengthen its financial management systems.

6.5.2 Sector Budget Support is the preferred funding option of the GOK. Other funding mechanisms that may be used over the interim period include:

- General Budget Support, with key health indicators included in monitoring mechanisms
- Earmarked Pooling for health sector
- Earmarked support for specific programme(s): i.e. supply of specific goods and services
- Stand-alone donor-supported projects/Traditional project aid integrated into JPWF and AOPs

6.5.3 The GOK and the DPs that have agreed to pool financial resources will, in addition, use the Joint Funding Agreement guiding documents in managing the pooled resources and accounts.

6.5.4 The MOH will be audited by the Kenya National Audit Office annually in accordance with Public Audit Act No 12 of 2003. In addition, the Partners will carry out periodic external reviews on the basis of mutually determined terms of reference.

6.5.5 Implementing Partners will be audited annually through an accepted mechanism.

6.5.6 All such audits and review reports will be tabled before HSCC and made available to all Partners.

- 6.5.7 All DP/Implementing partner contractual arrangements will, where appropriate, endeavour to clearly reflect the process for aligning their accounting and reporting systems in accordance or consistent with requirements of GOK systems.
- 6.5.8 Public Expenditure Tracking Surveys (PETS) will continue to be conducted annually; the areas of focus for each PETS will be jointly decided by the GOK and all Partners during annual reviews. Reports of PETS will be presented to the JRM.
- 6.5.9 Where it is so jointly decided, fiduciary assessments will also be conducted as and when necessary and will also be presented to the JRM.
- 6.5.10 The MOH will support the Ministry of Finance in accelerating the implementation of the integrated financial management information system, according to the GOK's operational plan and timetable.

## **6.6 Procurement**

- 6.6.1 Procurement of goods, services and works will follow national procurement procedures as defined in the Public Procurement Regulations of 2001 or in the Public Procurement and Disposal Act of 2005.
- 6.6.2 Each procuring entity will be required to prepare an annual procurement plan consistent with its budget allocation. To the extent possible, all procurement will follow the items on the procurement plan. Quarterly progress report on the implementation of the procurement plan will be availed to stakeholders.
- 6.6.3 Routine, pooled procurement by MOH and DPs through the national procurement and common logistics management systems is the preferred option where feasible and where adequate systems are in place. In the case of specialised procurement or requirements outside the scope or capacity of the national procurement system, other procurement modalities may be used.
- 6.6.4 DPs will work towards the use of Government procurement procedures, provided that the implementation of those procedures meet international standards, taking into account the legal obligations of the DPs and agreements entered into in their respective bilateral agreements with GOK. Transparency, efficiency, cost effectiveness and value for money will be guiding principles in procurement. DPs would seek to provide support to help the MOH to build its procurement capacity.
- 6.6.5 The provisions in paragraphs 6.6.1, 6.6.2 and 6.6.3 will apply to the public sector procurement of services, goods, works, medicines and other supplies.
- 6.6.6 Procurement will be subject to oversight by Public Oversight Procurement Authority.
- 6.6.7 There will be full, timely and proactive disclosure of procurement plans and procurement activities, and information on contracts and exposure of fraudulent companies and companies blacklisted in accordance with the procurement law,

including through the use of the MOH website and other means to make this information publicly and widely available.

## **6.7 Technical Assistance**

- 6.7.1 The determination of needs for long term technical assistance will be demand-driven by the sector's needs, priorities and absorptive capacities, and will support institutional capacity strengthening. The needs should, as far as possible, be identified during the development of the AOPs, and will be set out in an Annual TA Procurement Plan.
- 6.7.2 Short term Technical Assistance will be identified and determined on a demand driven basis according to the needs and priorities of the GOK in consultation with Cooperating Partners. Wherever possible, the GOK and DPs may wish to contribute voluntarily towards a special account specifically for procuring emergency and other unforeseen critical TA for service delivery and strengthening the reform process.
- 6.7.3 Use of national/Kenyan or regional consultants will be given first priority where expertise is available, consistent with procurement regulations and guidelines. Terms of reference and selection of candidates will be reviewed and approved by all relevant Partners.
- 6.7.4 Long term technical assistance that falls outside of any formal technical cooperation arrangements with the GOK/MOH will be determined on a demand driven basis according to the identified capacity gaps in the health sector and as endorsed by the HSCC. Terms of reference will be developed by the MOH, and posts will be advertised nationally, regionally and internationally. Caution will be taken to ensure that any recruited long term technical assistance is not used merely as extra pairs of hands, but will offer high level technical advice and build the capacity of relevant people and systems in the department of assignment. Terms of reference for all long term technical assistance will clearly specify the technical assistant's counterpart and to which government officer the technical assistant will be directly accountable.

## **7 PREVENTION AND SETTLEMENT OF DISAGREEMENTS AND CONFLICT**

- 7.1 All Partners will work in a spirit of openness, transparency and mutual respect.. Effective information flow and constructive dialogue are crucial for building and sustaining confidence and trust.
- 7.2 In the event of disagreement or conflict, dialogue will be the first recourse for resolving the situation; this will be initiated immediately by the Partners directly involved. Should a way out not result from this initial dialogue, the Chair of HSCC and the Coordinator of DPs should be consulted and be involved in the resolution of the conflict.. The issue under discussion will only be brought to the full HSCC should the first two steps fail to reconcile the disputing Partners.

- 7.3 The Chair of HSCC and the Coordinator of DPs and Implementing Partners will consult early over sensitive or potentially divisive situations in an effort to resolve the problem and avert avoidable conflict. The HSCC and the JRMs offer opportunity to identify and address potential problems. This Code of Conduct, interpreted in a spirit of give and take, and will act as the guiding document for conflict prevention and resolution. The Partners will always seek to avoid unilateral action.
- 7.4 In the event of persistent disagreement, a JICC meeting will be arranged to discuss and resolve the conflict.
- 7.5 In the case of persistent non-compliance with the provisions of this Code of Conduct, the Partners reserve the right to take corrective measures including suspension of the Partner concerned or suspension of disbursements to the Partner concerned, as the case may be.
- 7.6 Non-compliance may include:
- Substantial deviation from jointly determined policy, strategy, plan or budget without due consultation
  - Implementation of the program stalls as a result of action or inaction by a Partner or Partners
  - Persistent failure of a Partner to honour its obligations to the partnership in a timely manner
  - Concrete evidence of serious fraud or other mis-procurement, and/or lack of accountability
  - Persistent breach of the basic principles and provisions of this Code of Conduct.

## **8. AMENDMENT/TERMINATION**

- 8.1 Any modifications to the terms of Code of Conduct may only be made through a written amendment between the GOK and Cooperating Partners who are signatories to the Code of Conduct. Such amendment will be signed by all Partners.
- 8.2 Notwithstanding the provisions of article 8.1 above, the GOK will discourage the inclusion of activities that are inconsistent with the sector program defined in the NHSSP II and the JPWF.
- 8.3 Withdrawal from this Code of Conduct may be effected by any signatory on giving 90 days notice in writing under the signature of the designated Head of the Partner concerned. The 90-day period will permit a detailed analysis of the possible impact of the withdrawal on the JPWF and AOP and/or resolution of the reason for the notice of withdrawal.

## **9. INCLUSION OF NEW PARTNERS**

- 9.1 Any new Partner wishing to cooperate with the MOH should do so in accordance of the provisions of this Code of Conduct and upon signing it.

- 9.2 Application for membership to this SWAP partnership will be made in writing and will be accompanied by a summary of the intending partner's program(s). The letter of application will be addressed to the Permanent Secretary Ministry of Health as Chairperson of the HSCC.

## **10. DATE OF EFFECTIVENESS**

- 10.1 This Code of Conduct will be deemed to have come into effect upon signing by the respective authorized representatives of the GOK and at least two of the DPs and two of the Implementing Partners.
- 10.2 Unless otherwise amended in writing by the Partners, the Code of Conduct will be effective for a period up to three months after the official ending of the Kenya NHSSP II, i.e. 30th September 2010. The Code of Conduct will be reviewed in tandem with subsequent Health Sector Strategic Plans.

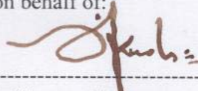
## **11. ANNEXES AND DOCUMENTS**

The contents of the following annexes and documents will be construed to form part of the Code of Conduct:

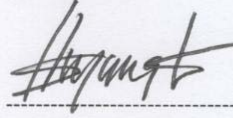
- 11.1 The Kenya National Health Policy Framework (Annex 1)
- 11.2 The Health Sector Strategic Plan II (Annex 2)
- 11.3 The Joint Program of Work and Funding (Annex 3)
- 11.4 Joint Interagency Coordinating Committee (JICC) Terms of Reference (Annex 4)
- 11.5 Health Sector Coordinating Committee (HSCC) Terms of Reference (Annex 5)

IN WITNESS WHEREOF the undersigned being duly authorized representatives of the Partners hereto, have signed this Code of Conduct on the day and year first above written.

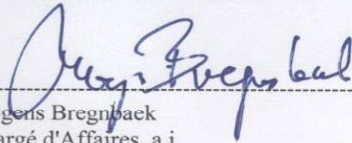
For and on behalf of:



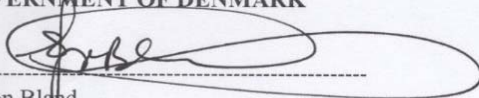
Joseph K. Kinyua, CBS,  
Permanent Secretary/Treasury  
**FOR: GOVERNMENT OF KENYA**



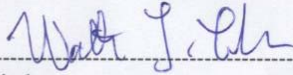
Dr. Hezron O. Nyangito, CBS  
Permanent Secretary, Ministry of Health  
**FOR: MINISTRY OF HEALTH**



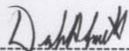
Mogens Bregnbæk  
Chargé d'Affaires a.i.  
Royal Danish Embassy  
**GOVERNMENT OF DENMARK**



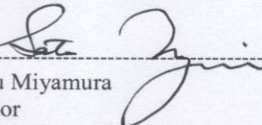
Simon Bland  
Head of Department for International Development of the United Kingdom - Kenya  
**GOVERNMENT OF THE UNITED KINGDOM**



Walter Lindner  
Ambassador, German Development Cooperation  
**GOVERNMENT OF GERMANY**



Dwight Smith  
Ag. Mission Director  
**GOVERNMENT OF UNITED STATES OF AMERICA**



Mr. Satoru Miyamura  
Ambassador  
**GOVERNMENT OF JAPAN**

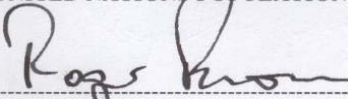


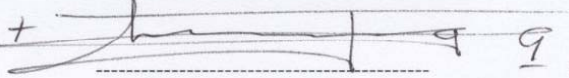
Mr Eric van der Linden,  
Head of Delegation  
**EUROPEAN UNION**

  
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Colin Bruce  
World Bank Country Director for  
Comoros, Eritrea, Kenya Seychelles and Somali  
**WORLD BANK GROUP**

  
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Dr. Kemal Mustafa  
UNFPA Representative, Kenya  
**UNITED NATIONS POPULATION FUND**

  
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Mette Kjaer  
Chairperson  
**HENNET**

  
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Olivia Yambi  
Country Representative  
**UNITED NATIONS CHILDRENS FUND**

  
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Rt. Rev. Joseph Wasonga  
CHAK/KEC  
**Implementing Partners**

  
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Dr. Erasmus U. Morah  
Country Coordinator & Representative - Kenya  
**JOINT UNITED NATIONS PROGRAMME ON HIV/AIDS**

  
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Dr. David O. Okello  
WHO Representative - Kenya  
**WORLD HEALTH ORGANIZATION**