

LEARNER AGREEMENT

Between

MELTWATER ENTREPRENEURIAL SCHOOL OF TECHNOLOGY

AND

Emmanuella Asabea Jectey-Asare

Date:

02 / 08 / 2024

8th February

This LEARNER AGREEMENT is made on theday of....., 2024 (the “Agreement”).

BETWEEN

Meltwater Entrepreneurial School of Technology (MEST)¹, a company incorporated under the laws of Ghana with its office located at 20 Aluguntugui Street, East Legon Accra, (hereinafter referred to as the “[MEST]”, which expression shall, where the context so requires or admits, include its lawful representatives, assigns and successors) acting per its Managing Director and authorized representative Ashwin Ravichandran of the one part;

and
Emmanuella Asabea Jectey-Asare

.....,

whose registered address is

Madina

.....
(hereinafter called the “Trainee”) of the other part;

Each and together hereinafter referred to as the “Party” or the “Parties”.

WHEREAS

- A. MEST is a private investor in new technology companies in Africa, providing training and financial resources for the development and promotion of startup companies in Africa.
- B. The Trainee has been invited to join a training programme facilitated by MEST in partnership with Generation: You Employed, Inc. hereinafter referred as “Generation”)(, on Web Development as a traineeship (the “programme”).
- C. The Parties have agreed to enter into this Agreement to set out the terms upon which their relationship shall be governed.

NOW THEREFORE, the Parties agree as follows:

1. Term

¹ As the delivery partner of the Web Developer Programme, this Learner Agreement is between MEST and the Trainee.

The traineeship shall commence on 5th February 2024 and shall continue for a period of Twelve (12) weeks (the “Term”) comprising the core programme and the Trainee’s four (4) weeks of Internship Immersion.

2. Training

- 2.1. The training shall be in the area of Web Development. The Trainee will undertake a minimum of 20 hours of training per week for the duration of the Term. Training shall be held physically at the MEST campus, at No. 20 Aluguntugui Street, East Legon Accra, or any other relevant location determined by MEST.
- 2.2. Attendance is important for the Trainees learning and development in the Web Developer programme. Therefore, MEST has strict attendance rules, which the Trainee agrees to follow which also form part of the criteria for graduation and for benefits from the programme e.g. receiving stipends. MEST will share the criteria for graduation with the Trainee during the onboarding process
- 2.3. Stipends will be prorated on a weekly basis based on how many days the Trainee attends each week.
- 2.4. The Trainee must attend a minimum of 3 days of sessions to be eligible for any stipend.
- 2.5. The Trainee understands that they shall be required to participate in surveys and interviews and other such activities to enable MEST to monitor the progress and effectiveness of the programme.
- 2.6. In the event of illness or injury or other absence, the Trainee shall communicate such absence to the programme Manager at the Hub as soon as possible on the first day of illness, stating the reason for the absence.
- 2.7. The Trainee will abide by all MEST’s rules and regulations during the programme

3. MEST / Generation Ambassador

Upon completion of the traineeship and graduation from the Web Developer programme, the Trainee will be added to a MEST and Generation Alumni Network and may subsequently be invited to attend future alumni programmes as well as a number of Generation and MEST organised events. MEST reserves the right to offer the Trainee the opportunity to become an official ambassador of MEST.

4. Standard of Conduct

- 4.1. The Trainee shall conform to high professional standards of work and business ethics.
- 4.2. The Trainee shall not use time, materials, or equipment of MEST without the prior written consent of MEST.
- 4.3. The Trainee shall maintain high moral and ethical standards at all times during the programme.
- 4.4. The Trainee shall not discriminate against anyone on grounds of age, gender, sexual orientation, religion, literacy level, physical impairment, ethnicity or nationality.
- 4.5. The Trainee will be required to sign and abide by the MEST Business Code of Conduct.
- 4.6. The Trainee shall report any violation of applicable laws, regulations, MEST policies, or any other concerns about the operation and integrity of the programme to MEST.

5. Confidentiality

The Trainee shall not use, copy, adapt, alter or part with possession of any information which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the Trainee can prove was in its possession at the date it was received or obtained or which the Trainee obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the Trainee.

6. Intellectual Property

Nothing in this Agreement will function to transfer any of either Party's Intellectual Property rights to the other Party, and each Party will retain exclusive interest in and ownership of its Intellectual Property developed before this Agreement or developed outside the scope of this Agreement.

The Parties accept that each Party:

- 6.1. will not use any trademark or trade names or get-up which resembles the other Party's trademarks or trade names or get-up and which would therefore be likely to confuse or to mislead any section of the public;
- 6.2. will not do or omit to do or authorise any third party to do or to omit to do anything which could invalidate or be inconsistent with the other Party's Intellectual Property;
- 6.3. will not make a statement in any advertising material and promotional literature produced by or for it in connection with the services as to the ownership of any relevant Intellectual Property used or referred to therein.

7. No Guarantee of Results

The Trainee acknowledges and agrees that MEST cannot guarantee that the Trainee will be successful in getting employment. The Trainee shall be solely responsible for making all decisions and taking actions related to their learning and skill development and the Trainee hereby waives and covenants not to sue MEST or its employees, agents, contractors, or other representatives for any claim related to such matters.

8. Amendment to Terms

MEST may by notice in writing make reasonable revisions or amendments to this Agreement from time to time provided that revisions or amendments will become effective only when communicated to the Trainee.

9. Settlement of Dispute

The Parties shall endeavor to amicably settle all disputes arising out of or in connection with this Agreement within Fourteen (14) days of such dispute.

Any dispute or differences arising out of this Agreement or in connection therewith which cannot be amicably settled between the parties shall be resolved through arbitration in accordance with the Alternative Dispute Resolution Act 2010 (Act 798).

10. Indemnification

The Trainee shall indemnify, defend and hold MEST and Generation and its affiliates and any and all officers, directors, employees, agents or attorneys of MEST and Generation and/or its affiliates or any representatives of any of the foregoing (the “indemnities”) harmless from any and all damages, liabilities, expenses, claims, fines, judgments or costs, including, without limitation, attorney’s fees and expenses, which may arise or be assessed against the Indemnitees as a result of the Trainee’s breach of representations, warranties, undertakings and any term of this agreement, the improper use of the Facilities provided by MEST or any affiliated organization, or any other acts or omissions of the Trainee related to the conduct of the Trainee’s learning activities.

11. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures in so far as the signatures are executed in accordance with section 10 of the Electronic Transactions Act, 2008 (Act 772) of the Republic of Ghana. Delivery of a copy of this Agreement or any other document contemplated hereby bearing an original or electronic signature by facsimile transmission, by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

12. Notice

Any notice required to be served under this Agreement shall be in writing and shall be deemed to have been duly served on either Party if sent to its last known email address or delivered personally.

13. No Assignment

No right or liability under this Agreement may be assigned, transferred, conveyed or otherwise disposed of by any Party without the prior written consent of the other Party.

14. Third Party Rights

This Agreement is made for the benefit of the Parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the Parties to terminate, rescind or agree to any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

15. Severability

If any provision (or part of a provision) of this Agreement is found by any Court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.

16. Entire Agreement

This Agreement and all the terms and conditions contained herein constitute the complete and exclusive statement of the understandings between the Parties and supersedes all proposals and prior agreements (oral or written) between the Parties relating this Agreement.

17. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the Republic of Ghana.

18. Force Majeure

Neither Party shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by unforeseen causes, including acts of God, acts of a public enemy, and government acts, beyond the control and without fault or negligence of the defaulting party. Each Party hereto shall give notice promptly to the other of the nature and extent of any such circumstances claimed to delay, hinder, or prevent performance of any obligations under this Agreement.

19. Counterparts

This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same Agreement.

[SIGNATURES ARE ON THE FOLLOWING PAGE]

IN WITNESS whereof this Agreement has been executed and delivered on the date first above written.

EXECUTED ON BEHALF OF MEST BY

Name: Ashwin Ravichadran

Position: Authorized representative of the Managing Director

Signature: _____

Date: _____

EXECUTED BY:

Name: Emmanuella Asabea Jectey-Asare

Signature:  _____

Date: 02 / 08 / 2024 _____

Learner Stipend Agreement

Emmanuella Asabea
Dear Jectey-Asare,

It is our pleasure to grant you admission and offer you our sincerest congratulations on joining the **Web Developer Programme delivered by MEST in partnership with Generation Ghana**, on [02 / 08 / 2024.....].

As a learner, you will receive a weekly stipend from the programme, provided that you continue to adhere to the Learner Agreement, Code of Conduct, Device Management Manual (if you are loaned a device by the programme), and other terms of conditions of participation in this programme (collectively referred to as “the policies”). Your stipend of **GHC 180 a week**. This will be distributed on a weekly basis for the duration of your programme, beginning on Week 2.

I acknowledge, understand, and agree that once accepted, it will be my responsibility to adhere to the indicated policies. If I fail to follow the policies and/or do not complete all required activities under the program, the Programme may terminate the weekly stipends. Further, depending on the severity of the non-compliance, I may be subject to dismissal from the programme.

I have read this Learner Stipend Agreement, understand its terms, and will adhere to the policies as outlined in this Agreement. I sign it freely and voluntarily.

I agree the electronic signature is the legal equivalent of the manual signature on this agreement.

Emmanuella Asabea
Jectey-Asare _____
Learner signature

02 / 08 / 2024

Date



Image Use Authorization

This Image Use Authorization Agreement (the “Authorization”) confirms the terms on which you [Emmanuella.Asabea.Jectey:Asare.....] (hereinafter referred to as “you” or “Your”) agree to authorize Meltwater Entrepreneurial School of Technology and their affiliates, subsidiaries, controlled or controlling entities, and their third-party service providers (hereinafter referred to as “MEST”) and Generation: You Employed, Inc. and their affiliates (hereinafter referred to as “Generation”) to the non-restricted collective right to use, issue, reproduce, record, publish, exhibit, edit, broadcast, modify and/or distribute worldwide images, video and audio of you as well as your name and related personal information (altogether “Your Image”) for the legitimate business purposes of MEST and Generation.

With this Authorization:

1. You understand that Generation and MEST have the right but not the obligation to include attribution to you in connection with Your Image and hereby waive any right to receive any attribution. In addition, you waive any rights to inspect and/or approve any of Your Images or the way in which your likeness may be used now and/or in the future. You understand and agree that you will not receive any compensation (monetary or otherwise) for the use of Your Image and waive any right to receive any compensation in connection with the use of Your Image.;
2. You authorize the creation of any concept derived from the present Authorization without the right to demand any form of payment, in the event that MEST and/or Generation decide not to distribute Your Image, or subsequently decide to distribute it whether partially or wholly;
3. You understand that you may withdraw this Authorization at any time by sending an email to recruitment.skills@meltwater.org, info@meltwater.org or privacy@generation.org. This, however, will not affect the lawfulness of any processing that has already been carried out by MEST or Generation before you withdraw your consent. You also understand that MEST and Generation may not be able to remove images that have already been published; and
4. You exempt MEST and Generation from present and future liability relating to all claims, responsibilities, and damages related to the use of Your Image.

Generation is the Data Controller under this Authorization and the responsible party for data comprising Your Image. Generation, in turn, may share of Your Image with MEST. As such, MEST and Generation will:

- A. Ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of Your Image and any related personal data; and
- B. Process Your Image and any related personal data in accordance with the [MEST Privacy Policy](#) and [Generation Data Privacy Notice](#).

This Authorization and any dispute or claim arising out of or in connection with this agreement shall be governed by and construed in accordance with the laws of the Republic of Ghana. Each party irrevocably

agrees that the courts of the Republic of Ghana shall have non-exclusive jurisdiction to settle any dispute or claims arising out of or in connection with this Authorization.

Please confirm your acceptance of the above by signing below:

The Authorizing Party:

Name: Emmanuella Asabea Jectey-Asare

Email: emmanuella.jecteyasare@gmail.com

Signature: 

Date: 02 / 08 / 2024

During your participation in the **Web Developer Programme delivered by MEST (and in partnership with Generation Ghana)** and after you graduate, we may request certain data from you. Any data you provide to the Programme will be processed in accordance with the [MEST Data Privacy Policy](#), [Generation Data Privacy Notice](#) and applicable data privacy laws and regulations in Ghana. Please review the following and sign at the bottom if you consent to providing the following:

Data Consent type:	To share personal details with employer partners
Why and for what purpose:	<p>Our aim is to support graduates into employment post-programme. As such we will liaise with our employer partners and make job applications on your behalf, with your consent.</p> <p>Documents you have provided throughout the application process, and subsequently during the program, including but not limited to, CVs, covering letters, assessment outputs, and proof of work eligibility may be used in external communications with our employer partners.</p> <p>The documents we use to make job applications may contain information on your employment, employment history, academic qualifications/history, professional training/certifications, skills, and experiences.</p>

Data Consent type:	Job-related details received directly from the graduate
Why and for what purpose	When you have graduated from our program, we may collect certain information (including the job title, working hours, type of contract, the compensation details and applications submitted) from you so that we can monitor the results of your employment pursuits. These check-ins help us to identify whether you are able to successfully gain and stay in employment and earn consistent wages to offer support if necessary.

Data Consent type:	Employer Surveys and Check-ins
Why and for what purpose:	We ask employers to complete surveys on Programme hires to assess how our graduates are doing compared to non-Programme hires. In some instances, we may also reach out directly to your employer to

	request job details (such as hire date, job title and compensation) and other information (such as transportation needs) to tailor post-graduate support services to you.
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Data Consent type:	In-Programme Surveys
Why and for what purpose:	We may collect data from you on your satisfaction with the programme and your instructors, and your feedback on various aspects of the curriculum and/or mentorship services to improve our programmes and inform the support provided to you during your participation in the programme.

Data Consent type:	Post-Programme and Alumni Surveys
Why and for what purpose:	We may collect data from you after graduation about your job quality and satisfaction and overall well-being and financial health to help us improve our programmes, assess our impact, and inform post-graduate support services.

I have read this Learner Data Consent Form, understand its terms, and consent to sharing this data when requested. I sign it freely and voluntarily. I also understand that I may withdraw my consent at a later date.

I agree the electronic signature is the legal equivalent of the manual signature on this agreement.



 Learner signature

02 / 08 / 2024

 Date



mest

CODE OF CONDUCT



WELCOME TO MEST!

MEST was founded by Jorn Lyseggen with the idea that “talent is everywhere, but opportunity is not.” Our mission is to create work and wealth locally in Africa by training and supporting leaders who can develop scalable tech companies to solve real problems.

Over the past 14 years, we have trained over 1000 of Africa’s most promising entrepreneurs, invested in over 60 early-stage companies, launched Pan-African hubs to better support our growing teams, and welcomed some of the world’s brightest minds in tech, venture capital, and enterprise to share their experience with our carefully curated community. Today, our portfolio companies continue to grow, enter new markets, and target core problems facing the continent and the world. Some of our startups are taking African software globally, competing with global names to deliver world-class value to global customers. Others are bringing cutting-edge software to bear on problems that are uniquely African, from music royalties to access to agricultural mechanization, mobile games featuring African superheroes to property management tools, and more.

Our Code of Conduct ensures that our core values remain at the heart of everything we do and directly impact our ability to deliver success. As members of the MEST Community, every one of us commits to acting with integrity and treating others with compassion and respect, and to always do right by the people who depend upon us.

It is our collective role to offer the support and mentorship our entrepreneurs need to be successful - from the Training Program to portfolio company incubation and beyond - as we work together towards our mission.



That is why we ask each of you at MEST to make a personal commitment to follow our Code of Conduct. The Code of Conduct sets guiding principles based on our core values to help you make the right decisions and take the right action in any situation. You'll also find practical guidance for handling situations where doing the right thing may not be immediately clear. If you're ever unsure about what to do or concerned about a potential violation of the Code of Conduct, please speak up. Talk to your Manager.

You and your team are core to MEST's success. You are here because we believe in your potential, and we believe you are a great fit for this dynamic and growing group of passionate individuals. We look forward to seeing what we can accomplish together. I extend to you my personal best wishes for your success and happiness at MEST.

Welcome to MEST! Jorn
Lyseggen
Managing Director



INTRODUCTION

MEST Africa is committed to fostering a work environment that embodies the principles of equal opportunity and respect for all individuals. Organizational values of Generosity, Positivity, and Standards (GPS) are the principles on which this Code of Conduct is based. It is the policy of MEST to ensure equal employment opportunities.

We are committed to ensuring a safe and inclusive community that is free from discrimination, bullying, or harassment; all community members are prohibited from demonstrating any such behavior.

We celebrate diversity, seeing this as critical to the achievement of organizational goals and success. By recruiting community members from a wide range of backgrounds, we promote a culture that is inclusive of

- A supportive and inclusive learning, working, and social environment in which everyone feels safe, valued, and able to achieve their utmost potential;
- Equal and fair treatment, whereby all peers and colleagues have the benefit of dignity and respect; and
- Equal opportunities for all and decisions based on merit (via MEST Standards), rather than individual circumstances.

THE CODE OF CONDUCT

This Code of Conduct outlines how Entrepreneurs-In-Training (EITs), Teaching Fellows, Entrepreneurs within Portfolio Companies, Consultants and freelance entrepreneurs renting space at MEST Hubs, all operations and



administrative staff, management staff, and all MEST leadership staff (the “MEST Community”) and its communities conduct business and describes the Company’s most fundamental shared values. It also helps us understand how our values affect the way the Company does business.

It is always important to treat others well and do right by the people who depend on the Company. Referring to this Code and following Company policies, applicable laws, rules, and regulations at all times will enable you to make the right choices. If you have questions or concerns about a section of this Code, a Company policy, law, rule, or regulation, you should contact the HR department.

Each person can make a big difference, so it is vital that all employees act with integrity and in accordance with local laws.

That is why this Code applies to everyone in the MEST Community. Above all, this Code helps the community maintain the trust MEST has built with its customers, employees, stockholders, and others who have a stake in the Company’s success. That trust is what will help the MEST Community succeed every day.

Raising Questions, Reporting Concerns & Whistleblowing

Why is it critical to raise a question or concern?

If you are not sure how to handle something, or if you think there is a problem, speak up! No matter how small the issue is, MEST wants to hear from you. We cannot fix issues that we do not know about. Our [Whistleblowing Policy](#) encourages a culture where wrongdoing is addressed quickly and potentially before there is any regulatory action or damage to our reputation.



Who should I contact?

If you have questions or want to raise a concern, get in touch with Your Manager in the first instance.

Good faith reporting and non-retaliation

Acting in good faith means that all reports of possible violations of this Code, Company policies, HR policies, or the law are made sincerely and honestly. In other words, you must make a report with the best intentions. Please provide as much information as possible so that your report can be fully investigated.

In return, the Company is committed to non-retaliation. In order to operate effectively, it is vital for all employees to trust and respect each other. Retaliating against someone who has made a report or participated in an investigation will not be tolerated.

Investigations and discipline

Reports will be investigated in a respectful, professional manner as promptly and confidentially as possible. If you are asked to participate in an investigation, you are required to cooperate fully.

MEST may have to take disciplinary action against employees who repeatedly or intentionally fail to follow the Code of Conduct. Disciplinary actions will vary depending on the violation. Possible consequences include:

Expectations for Directors and Managers

While this Code applies to the MEST Community, employees in a Directorship or Managerial role have extra responsibilities. If you are a



Director or Manager, you have an incredible opportunity to set the right tone for your team by doing the following:

- Lead by example; always choose to act with integrity. Speak up when
- you see a problem and encourage others to do the same.
- Make sure your direct reports understand this Code and what is expected of them.
- Always be receptive to questions, concerns, or comments, and make sure that issues are directed to the right people who can help.
- Demotion
- Reprimand
- Suspension or termination for more serious offense
- Detraction of benefits for a definite or indefinite time

We may take legal action in cases of corruption, theft, embezzlement or other unlawful behavior.

- Do not sign unauthorized legal documents on behalf of MEST.
- Do not demand any money or ask to be paid for services rendered to other MEST departments or companies.



EXHIBITING TRANSPARENCY

Conflict of Interest

Part of MEST's culture is a spirit of open communication and cooperation for the good of the Company. When employees are open about potential conflicts, it is easier to find a way to minimize the problems.

A conflict of interest arises when an employee has interests or loyalties that are or at least could potentially be at odds with each other.

Conflicts Must Be Disclosed

You must disclose to the company all actual and potential conflicts of interest, including any material transaction or relationship that reasonably could give rise to a conflict of interest or situations in which you believe, may not be possible to avoid a conflict of interest.

MEST reserves the right to terminate your appointment or suspend you from the Program if you have a conflict of interest or may require you to take steps to eliminate the conflict of interest as a condition of continued employment. Find hereafter, common examples of situations that may involve conflicts of interest and for which you have to consider a disclosure. [Click here to fill out the Conflict of Interest Form.](#)

Solicitation of Employees

You shall not solicit an employee to leave MEST for other employment.

Working with family members

It is natural to want the best for your family, but when family members interact in the workplace, it is easy for it to look like favoritism. Addressing



these situations proactively can prevent problems. Avoid even the appearance of a potential conflict of interest. If you believe that you may have a potential conflict of interest, discuss it with Your Manager right away. Your Manager can help you work out a way to manage the conflict. Remember, it is your responsibility to act appropriately until the situation has been addressed.

If two family members both work for MEST, they should not work in the same reporting chain without approval. If your family member owns or works for a company that does business with MEST, you must disclose this fact. A family member is a parent, sibling, spouse, child, in-law, grandparent, grandchild, step-relative, domestic partner, or any other person who regularly resides in your household.

Outside work

You are expected to devote your full professional energies to your work at MEST. All side jobs or personal business activities that are profit-related need to be disclosed. MEST encourages everyone to participate in non-profit activities, consistent with our commitment to giving back to our communities.

- For any profit-related activities, including being asked to sit on the Board of Directors or Advisory Board of a for-profit organization, you need approval from MEST, even if you are not personally being compensated for the outside activity.
- For any non-profit activities that would conflict or could conflict with the Company's business, you need approval from MEST. If you have been asked to sit on the Board of Directors of a non-profit organization, you also need to get approval from MEST.



Financial interests

Holding a significant or controlling interest in one of MEST's competitors, customers, or suppliers could create divided loyalty or at least the appearance of one. This also applies to financial interests held by a member of your household or immediate family. Financial interests that pose a potential conflict of interest require approval from the company.

Corporate opportunities

You cannot take advantage personally of business or investment opportunities that are discovered through the use of Company property, business, or information. Such actions are considered to be competing with MEST and must be avoided.

Gifts and Entertainment

Gifts are usually goods or services but can be any item of value, including entertainment. Exchanging gifts and entertainment can help build strong working relationships with customers and other business partners.

In some cases, however, gifts and entertainment may create a conflict of interest or unfair bias that could influence business decisions or be seen as bribes.

Money laundering, Fraud, Bribery, and Corruption

At MEST we reject any attempt to use our business to launder money and will only work with legitimate customers and business partners. We also have a zero-tolerance stance against fraud (such as theft or misuse of MEST's assets, non-compliance with travel and expenses policies, or embezzlement), bribery, and corruption.



You are not permitted to give, offer, or receive a bribe or other improper advantage for business or financial gain. Gifts, hospitality, sponsorships, and donations must be provided with the highest integrity.

To find a more detailed description of our Fraud, Corruption, and Control Management Policy and Procedures [click here](#).

PROTECTING CONFIDENTIAL INFORMATION & PROPERTY

Protecting Confidential Information

All MEST Community Members must not share any information/material confidential to the organization with nonMEST individuals or organizations. This applies to MEST confidential information and that of incubator/portfolio companies, as well as confidential information from third parties that you receive during business. This includes MEST financial, employee, product, and partner information. You should never disclose this information outside of MEST without authorization.

Protection of Company Property

All MEST Community Members should treat the company's property, whether material or intangible, with respect and care.

We:

- Should not misuse company equipment or use it frivolously. Should
- respect all kinds of incorporeal property. This includes trademarks, copyrights, and other property (information, reports, etc.). You should use them only to complete their job duties.

Company property also includes MEST's brand and reputation, funds, facilities, and work time.



Intellectual property

MEST depends on good ideas, so it is important to protect those ideas through legal tools such as copyrights and patents. Collectively, all of this intangible property is called intellectual property (IP), and it includes all copyrights, patents, trademarks, trade secrets, design rights, logos, and brands. Keep in mind that MEST owns the rights to all IP created with the Company's materials or on the Company's time. MEST is the owner of all rights, title, and interest in and to all materials, recordings, reports, information, documentation, and other written works collected, created, compiled, or produced by the MEST Community during the course and scope of their stay with the organization. Employees may not share, publish, distribute, or sell any data, notes, files, or documents to any other party.

Third parties and previous employers' information

In some cases, employees may be responsible for protecting information that belongs to other people or companies.

Who exactly?

- Third parties. In the course of doing business, sometimes we will have confidential information about customers, suppliers, and other business partners. Protecting the data of these third parties is one of MEST's highest values.
- Former employers. When a new team member joins the MEST Community we must understand and respect that we cannot share confidential information about previous employers. Never share any confidential information from your previous employer or ask others to do so from theirs. Similarly, you are responsible for protecting MEST's information if you leave the Company.



Data Privacy

Customer data, personal data, and the systems that process such data must be protected and handled transparently. MEST safeguards confidential customer data and personal data and limits access only to those people who need it to do their jobs.

Trying to obtain information by lying or pretending to be someone you are not is unethical and could be illegal. Don't do it. Also, if you receive another Company's confidential or proprietary information by mistake, return or destroy it.






CREATING A RESPECTIVE AND INCLUSIVE ENVIRONMENT

Diversity and Inclusion

It is important to have a diverse team and an inclusive workplace. The diversity of opinions, backgrounds, and cultures makes MEST a more creative, innovative Company. Accordingly, employment decisions like recruitment, termination, and promotion are never based on legally protected personal characteristics.



While these characteristics may vary by local law, they generally include:

- race
- colour
- religion
- sex
- national origin or ancestry
- age
- medical condition or disability
- marital status
- pregnancy

Instead, MEST offers equal opportunities based on skills and aptitude after a very rigorous recruitment process. [Click here to access the recruitment process.](#)

Harassment, Discrimination, and Bullying

MEST will not tolerate any sort of violence, harassment, or exploitation of any member of the MEST community by another. We will not tolerate discrimination or any form of forced, bonded, or child labor. We welcome



and encourage open communication and dialogue between employees and managers - a key part of our entrepreneurial spirit. Find a more detailed description of our harassment, discrimination, and bullying policy [here](#).

Consensual Sexual Relationships between Employees and Entrepreneurs-In-Training (EITs)

Because of the potential to damage the bonds of mutual trust and responsibility, sexual relationships between MEST employees and EITs are prohibited. Such relationships are prohibited when the MEST staff member is directly teaching, advising, evaluating, or supervising the EIT, and they are prohibited in the absence of any direct pedagogical relationship between MEST staff member and EIT; they are prohibited even if the relationship is consensual; they are prohibited regardless of the age of the student. Failure to abide by this policy will result in discipline for the MEST staff member.

Respect for Each Other

All MEST Community Members are committed to providing a safe working environment with respect and equal opportunity for all, including our recruitment, training, and Hostel's rules and regulations. We respect the human rights of our employees, EITs, and Founders.

We are committed to providing fair remuneration and working hours, with a healthy work-life balance. We will respect our colleagues' office space, housemates', and roommate's personal space (e.g. agreeing on conducive times to entertain guests in the house or room, maintaining personal hygiene, respecting their sleep hours, etc).

Health and Safety

MEST's overriding priority is to protect the health and safety of every member of the MEST Community. We should not compromise any person's



well-being in anything we do. Weapons and illegal substances are strictly prohibited on all MEST's worksites. If you have any health or safety-related concerns, discuss them with your immediate supervisor. Report any job-related illness or injury. Observe facility security guidelines and travel security policies. Report any threats of violence. Don't assume that a health or safety hazard has been reported, take responsibility by reporting it yourself.

Violence-Free Environment

MEST is committed to providing each member of the MEST Community with a work environment that is free from intimidation and/or threats or acts of violence. MEST has a zero-tolerance policy for any member of the MEST Community who engages in violent acts or has threatening behavior while on MEST premises and/or while engaged in any business-related activity with or on behalf of MEST.

As part of this policy, MEST seeks to prevent workplace violence and reserves the right to address any act or behavior that indicates a propensity toward violence. Violence in the workplace can endanger the safety and security of other MEST Community members.

MEST will take appropriate steps to address violent or potentially violent behavior, including removing persons from the premises and/or immediately terminating members of the MEST Community and their access to MEST facilities. MEST strongly urges every member of the MEST Community to promptly report any instance of inappropriate, intimidating, threatening, violent, or potentially violent conduct.



Drug-Free Environment

The use or possession of alcohol or illegal drugs on any of MEST's premises is forbidden. Illegal possession, sale, distribution, or consumption of drugs or alcohol by any MEST Community Member on any of MEST's premises (not residential) or in the course of conducting MEST business is grounds for immediate termination. If you are suspected of being under the influence of an illegal drug or alcoholic beverage and you refuse to be medically evaluated or to release the results of such evaluation to MEST, you will be subject to corrective action up to and including immediate discharge.

MEST insists upon a drug-free workplace and premises and reserves the right to discipline or terminate those who are not in compliance with its policy.

ZERO TOLERANCE FOR SEXUAL EXPLOITATION AND ABUSE

Sexual exploitation and abuse (SEA) of those we seek to assist is unacceptable and prohibited. It is a very serious breach of the trust and accountability of the people we serve. Such acts violate the human rights of the victims/survivors, seriously damage the credibility of MEST as well as the humanitarian and development community, and ultimately jeopardize our capacity to act. Refer to our PSEA policy for detailed information.

Safeguarding and Child Protection Policy

We have a deep responsibility to ensure the safety and well-being of those who participate in our programs either as partners or participants. As such, we ensure the protection of all "vulnerable adults" (partners, program



participants, and young people) from physical, mental, and emotional abuse.

Anyone in the MEST Community who has had a professional license or certificate suspended, surrendered, or revoked while allegations of abuse, harassment, or sexual misconduct are pending or are under investigation or due to an adjudication or findings of abuse or sexual misconduct will NOT be allowed to engage with participants of any of MEST's Programs.



Business Partners

At MEST, we are committed to fair and ethical relationships with our business partners based on clear terms of business, adherence to the principles set out in this Code of Conduct, and a fair selection process without discrimination. Our business partners include suppliers, service providers, and consultants, amongst others.

COMMUNICATION

Press & Social Media Policy

From press releases to interviews and posts on social media, the things we say in public, and the way we say them, have a big impact on our reputation as an organization. MEST Community Members must not discuss MEST with any member of the media, nor should they respond to requests for



interviews unless they have authorized permission from the Managing Director of MEST.

We all love social media, but practical sense should be applied when communicating on social media sites. Be sensitive about your online presence and protect your reputation. Always keep professionalism in mind, as it can impact not only your career but also MEST as an organization.

Your social activity, whether in a personal or professional capacity, can impact MEST and the MEST brand. Be mindful of how you represent MEST and our community and use practical sense in your interactions.

General guidelines

Think before you post....

- Are you sharing confidential or proprietary information? This includes text and images.
- Is your post an accurate reflection of MEST and our community?
-
- Do you have permission from the people pictured or mentioned to share?
- How would this look to clients or external partners?

How you use your social media account and email reflects on the company:

- Do not speak on behalf of MEST on social media or engage any member of the media without proper permission. Refer to MEST's Social Media Policy for guidelines on approvals. Do not engage in arguments online with any account that uses your MEST email address or mentions MEST on your profile.

Be conscious of what you share while tagging MEST or using any MEST hashtag. This should reflect MEST at our best.



Content that violates these guidelines will be asked to be removed (even from a personal account).

Should employees violate the guidelines outlined here, MEST reserves the right to edit the post or request that it be deleted immediately and take disciplinary action if needed. Please do reach out to the Head of Marketing if you have any questions about these guidelines.

Internal Communications

At MEST, we are committed to creating a workplace where we can do the best work of our lives. Please be responsible and respectful of fellow community members in your internal communications, whether on the phone, by email, by messaging services, or in any content you create or produce.

Waivers

It is rare for anyone to be exempted from any part of this Code, regardless of seniority or position. Waivers may only be granted in a manner permitted by law, with review and approval by the Company.

Merci!

Thank you for reading and following this Code.



DECLARATION

I have read the Code of Conduct. I understand all the contents and agree to abide by the policies stated therein.

Emmanuella Asabea Jectey-Asare

Name: _____

Web Developer 2024 Learner

Designation: _____

Signature: _____
Emmanuella Jectey-Asare

Date: _____ 02 / 08 / 2024



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Protection From Sexual Exploitation and Abuse (PSEA) Policy

Policy objective:

1. To establish a zero-tolerance policy for sexual exploitation and abuse (SEA) for all MEST employees and related/associated personnel and ensure that roles, responsibilities, and expected standards of conduct in relation to SEA are known within MEST.
2. To create and maintain a safe environment, free from SEA, by taking appropriate measures for this purpose, internally and in the communities where MEST operates, through robust prevention and response work.
3. To establish the foundational framework of MEST Africa to prevent sexual exploitation and abuse and take corrective action when a sexual exploitation and abuse incident occurs.

This policy has been amended to support the UN in its effort to protect society from PSEA.

It is intended to guide and ensure the commitment of all MEST stakeholders and beneficiaries to our PSEA policy.

As part of the MEST SOP, it is mandatory to update and revise all policies, including the PSEA policy, as and when the revision becomes necessary.



1. Policy Statement

- 1.1 SEA violates universally recognized international legal norms and standards and is unacceptable behavior and prohibited conduct for all aid workers, including *MEST* employees and related personnel.
- 1.2 MEST Africa has a policy of zero tolerance towards the SEA. All MEST employees and related personnel are expected to uphold the highest standards of personal and professional conduct at all times and to provide assistance and services in a manner that respects and fosters the rights of beneficiaries and other vulnerable members of the local communities.
- 1.3 MEST Africa is fully committed to having an approach to prevent and respond to SEA that is rights-based, age, disability, and gender-sensitive, non-discriminatory and culturally appropriate, and victim-centered should an SEA allegation occur.

2. Scope Of Application

1. This policy sets out MEST's approach to prevent and respond to SEA. Employees and related personnel of MEST include, without being limited to international and locally recruited staff members, daily laborers, consultants, interns, volunteers /incentive workers, and contractors.
2. The policy also applies to all activities and operations of MEST, including any project funded by MEST, any project implemented by MEST, and any cooperating partner.
3. The policy extends to situations of SEA that occur at or away from the workplace, during or outside working hours.



3. Definitions

For the purposes of the present policy:

- 3.1 The term 'sexual **exploitation**' means any actual or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another.
- 3.2 The term '**sexual abuse**' means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- 3.3 'Sexual Exploitation and Abuse' (SEA) is the abuse or attempted abuse of a position of vulnerability, differential power, or trust for sexual purposes or the actual or threatened physical intrusion of a sexual nature by UN personnel, their implementing partners or other aid workers, against the people they serve

4. Commitment to PSEA

- 4.1 MEST will make every effort to create and maintain a safe environment, free from SEA, and shall take appropriate measures for this purpose in the communities where it operates, through a robust PSEA framework, including prevention and response measures.
- 4.1 This PSEA framework, affirms MEST's commitment to the UN Secretary General's Bulletin on Special Measures for protection from sexual exploitation and sexual abuse (ST/SGB/2003/13) and to achieving full, ongoing implementation of the IASC Six Core IASC Six Core Principles relating to SEA.

5. Six Core Principles



- 5.1 SEA by MEST employees and related personnel constitute acts of gross misconduct and are therefore grounds for termination of employment
- 5.2 Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. A mistaken belief regarding the age of a child is not a defense.
- 5.3 The exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading, or exploitative behavior, is prohibited. This includes the exchange of assistance that is due to beneficiaries.
- 5.4 Any sexual relationship between MEST employees or related personnel and beneficiaries of assistance or other vulnerable members of the local community that involves improper use of rank or position is prohibited. Such relationships undermine the credibility and integrity of humanitarian aid work.
- 5.5 Where a MEST employee or related personnel develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same organization or not, he or she must report such concerns via established reporting mechanisms.
- 5.6 All MEST employees and related personnel are obliged to create and maintain an environment that prevents SEA and promotes the implementation of this policy. Managers at all levels have particular responsibilities to support and develop systems that maintain this environment.



6. PSEA Frame Work

The below PSEA framework shall be operationalized in a way that is adapted to the context, dynamics, and organizational structure of MEST. The relevant measures shall be reflected, as necessary, in the relevant organizational policies and procedures.

As appropriate, MEST will consult with affected population/recipients of aid, and local communities, including at-risk groups as identified by MEST, to ensure that the systems put in place and measures taken for the prevention and response to SEA are sensitive to the vulnerabilities and needs of beneficiaries and culturally appropriate.

6.1 Integration of PSEA into Planning, Programming, and Operational Process

MEST ensures that risks of sexual exploitation and abuse are properly assessed, addressed, and monitored through integrating PSEA into its planning, programming, and operational processes (e.g., strategic planning, budgeting, and program cycle management) and allocating sufficient human and financial resources.

MEST Africa conducts thorough and inclusive risk analysis and assessments on SEA while designing projects and program activities with mitigation measures, and it identifies the groups that are the most marginalized and at heightened risk of SEA. This may include site safety mapping, focus group discussions with intended beneficiaries and other stakeholders (including women, children, local authorities/communities, etc.), and other relevant research methods.

6.2 Recruitment

MEST has safe and PSEA-sensitive human resources practices and processes in place during recruitment, contracting, and performance management.

Job announcements: MEST explicitly states in a standard paragraph in its job announcements its zero-tolerance policy regarding SEA.

Interviews: As part of the recruitment interviews, MEST asks questions related to ethics and PSEA.



Vetting: MEST systematically vets all prospective job candidates in accordance with established screening procedures to ensure MEST does not hire potential employees that would pose a risk to staff and our beneficiaries.

Self-declaration: MEST asks selected applicants to sign self-declarations committing not to have committed SEA in the past and not to commit SEA in their new role within the organization.

Employment contracts: MEST includes a PSEA clause in its employment contracts, clearly establishing the definitions, roles, and responsibilities of staff regarding PSEA. These include but are not limited to, the duty to not commit SEA, to report SEA, and to cooperate in good faith with any investigation or audit related to a SEA case conducted by the organization.

PSEA Focal Points: MEST provides designated PSEA focal points with specific terms of reference related to their PSEA roles and responsibilities.

HR processes: MEST aligns its HR processes with its SEA policy to describe the reporting and response mechanism for SEA allegations (disciplinary measures for proven allegations).

6.3 Organizational Management - Cooperation Agreement

MEST includes a standard clause in all its contracts and partnership agreements with its suppliers, contractors, subcontractors, and sub-partners requiring them to commit to a zero-tolerance policy on SEA and to take measures to prevent and address SEA.

Where suppliers, partners, and contractors do not have appropriate policies and measures in place, MEST will support them in developing such policies and taking such measures as deemed relevant.

The failure of those entities or individuals to take preventive measures against SEA, to investigate allegations thereof, or to take corrective action when SEA has occurred shall constitute grounds for termination of any cooperative arrangement.



6.4 Awareness Of Personnel, Including Mandatory Training

MEST is committed to ensuring that its personnel understand PSEA, are aware of the PSEA systems of the organization and are informed of their obligations as well as what actions to take in case of an allegation. In particular, personnel shall be informed of the following:

- o A clear prohibition of SEA
 - o Definitions of SEA and a clear understanding of behaviors that constitute SEA
 - o The obligation of all personnel to report any suspicions or concerns and consequences for failing to report (e.g. disciplinary measures);
 - o The option of reporting information anonymously
 - o The Organization's protection for those who make an allegation in good faith (e.g. whistleblower policy, protection from retaliation policy, protection plans for complainants);
 - o Details regarding who to report to and what information to share to allow for proper response and follow-up
 - o Actions that personnel are required to take (i.e. prompt reporting of allegations and referral of survivors).
 - o Explanation of how the organization will use the information (e.g. who will receive the reports and the internal procedure for response and follow-up).
- MEST holds mandatory induction for a week and refresher training bi-annual for all employees and related personnel on the organization's SEA policy and procedures. To do this:
- MEST develops an annual training plan for all staff, targeting different levels of audiences and participants.
- MEST keeps a record of the attendance of all its personnel to induction and refresher training and the updating of the lists of participants.
- MEST has training materials on PSEA that are adapted to the type of training provided (induction or refresher) as well as the audience of the training and ensure opportunities to exchange and discussion among personnel.
- In addition to training, MEST takes measures (both in writing and verbally) to ensure that its employees and associated personnel are informed of their PSEA-related obligations as well as what actions to take in case of an allegation. This may include, without being limited to, posters, memos, reminder emails, quarterly integration in agenda meetings, etc.



6.5Reporting

- MEST has set up safe, confidential, and accessible mechanisms and procedures for personnel, affected populations/aid recipients, and communities, including children, to report SEA allegations that comply with core standards for reporting. MEST ensures that beneficiaries are aware of these reporting mechanisms MEST has mechanisms in place to restrict access to information and keep written reports safe for the security of the survivor and the complainant. Information about an allegation will be shared only on a 'need to know' basis for the purpose of investigations or providing assistance to the survivor.
- MEST ensures that its reporting mechanisms meet the basic principles of effective reporting:
 - Safety
 - Confidentiality
 - Transparency
 - Accessibility

Should any member of the MEST community, suspect another individual of harassment, bullying or discrimination, he or she should adhere to the following reporting process:

1. Complete the official report, [found here](#), and submit to the Director of HR;
2. Report the incident to the direct manager or an indirect manager, in the case where the direct manager is involved in the dispute;
3. A written and oral record of facts from the Plaintiff should be taken by the direct or indirect Manager and submitted to the Managing Director, in addition to the initial official harassment report;
4. Both records will be shared with Management, the Plaintiff, and the Defendant before the investigation starts;
5. Confidentiality around the Plaintiff's complaint will be ensured.

MEST will additionally take disciplinary action against any members of the community found to have made false or defamatory complaints based on information they knew to be false, or with malicious intent. Such action will not be taken against allegations brought forward in good faith, even if those allegations are not upheld.

- Notification: MEST provides training to staff likely to receive complaints on the relevant procedures and the alleged incident report.



- Protection from retaliation: MEST is committed to upholding a culture of transparency and a safe environment where personnel and beneficiaries can report SEA allegations as soon as possible without any adverse or punitive action being taken against them. The organization does not tolerate any kind of retaliation, or threat thereof, against anyone who reports a situation involving SEA or cooperates in any investigation process related to a SEA allegation. MEST organization has safe, confidential, and accessible mechanisms and procedures for personnel, beneficiaries, and communities, including children, to report any consideration of retaliation against them.
- The description of the available reporting mechanisms, mechanisms/procedures to review SEA allegations, and associated information-sharing protocol are outlined in the code of conduct.

6.6 Awareness Raising Raising to for beneficiaries and Local Communities

- MEST organizes regular awareness-raising sessions in the communities in which activities are implemented to provide information on:
 - What PSEA is
 - The standards of conduct that apply to the organization's personnel
 - How to make a report
 - commitments from the organization to respond to SEA incidents

6.7 Assistance to SEA Victims/Survivors

- MEST is committed to ensuring that any victims of SEA have access to assistance and support as soon as information about an allegation is received, regardless of;
 - (i) MEST decision to investigate the case by the organization,
 - (ii) the outcome of the investigation, and
 - (iii) irrespective of whether the victim cooperates with an investigation or any other accountability procedure.
- Assistance and support shall be provided by skilled and competent service providers in line with the "do no harm" and victim-centered approaches, in full respect of the rights and best interests of victims, and with respect to Gender-Based violence key principles, especially informed consent. Services shall be rights-based, age-, disability gender-sensitive, non-discriminatory, and culturally appropriate and ensure the best interest of the child. Support and assistance will entail



Provision of safety measures to protect against retaliation

- o Provision of safety measures to protect against retaliation
 - o Services include, without being limited to, immediate medical and health care, dignity kits, mental health and psychosocial support, legal services, basic material assistance, and support for children born as a result of SEA.
- To do this, MEST has:
 - o An up-to-date list of local service providers with options for child and adult survivors where appropriate, along with the types of services offered. Such a list is built and/or adapted from the service mapping carried out by the inter-agency coordination group (GBV/Child Protection) present in the country.
 - o A defined and articulated system and process described in its standard operating procedures (SOPs) on referrals and victim support. The SOP includes information-sharing protocols to respect the complainant's privacy, confidentiality, safety, and security. The SOPs are built on / adapted from the PSEA Network SOPs.
 - o Referral forms

6.8 Investigation

- Investigations: MEST has a process for investigating SEA allegations in place and shall properly and promptly conduct the investigation of any SEA allegation committed by its employees or associated personnel or refer to the appropriate investigative body if the perpetrator is affiliated with another entity. The procedures for investigation management and process are detailed in a separate document.
- Referral to national authorities: If, after proper investigation, there is evidence to substantiate the allegations of SEA, these cases may be referred to national authorities for any appropriate action, including criminal prosecution. Informed and voluntary consent of the victim shall be sought prior to any referral to national authorities.
- Corrective action: The person or team responsible for investigating SEA allegations will make recommendations for improvement so that MEST can reduce the recurring risk of any misconduct. The management of the organization is in charge of reviewing and implementing these recommendations; any changes brought to the organization's PSEA systems will be communicated to the personnel as relevant.






Investigation Process

As soon as an individual brings forward a complaint the following steps will be taken:

1. Complete the steps outlined in the process for Reporting
2. A panel committee of five (5) members from the MEST community will immediately meet with Plaintiff(s), Defendant(s), and any witness(s) to record individual testimonies, consensus by three (3) members is required for a deciding vote;
3. Witness testimony collected from relevant community members;
4. Each party signs the content of their testimony.

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File name	Learner Agr...er.docx.pdf and 5 others
Document ID	e8b7a8a694b3b611f0350713890aa9c97a1d6170
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document history

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