

MCA-Kosovo Conflicts of Interest Policy Package

All MCAs are required by MCC's *Policy for Accountable Entities and Implementation Structures* to have in place a policy addressing conflicts of interest (COI).

This package includes:

- (1) A "plain-language" document summarizing the fundamental terms of the MCA COI Policy.
- (2) A "frequently asked questions" document for MCA staff.
- (3) A sample COI Policy Acknowledgement and Disclosure Form, which has been supplemented with a checklist to help walk filers through the questions they should be asking themselves.
- (4) The MCA COI Policy template, which would include a sample of the Detailed Declaration of COI.
- (5) A sample Detailed Declaration of COI.
- (6) A sample COI Decision Memo.

The MCA COI Policy can be a stand-alone policy or it can be embedded within the MCA Human Resources (HR) Policy or an Employee Manual. In either case:

- With respect to an MCA, to keep each member of its Board of Directors, officer, employee, agent, representative, volunteer, and member of a stakeholders' committee aware of their COI responsibilities.
- In accordance with standard practice, all individuals involved in selection of MCA personnel or recipients of MCA funding should be reminded of the COI Policy and their COI responsibilities at their empaneling.

In recognition of the principle of country ownership, MCC does not require every MCA to adopt exactly this Policy package. Each MCA can propose changes to (or additions to) the Policy package, to be agreed with the MCC Resident Country Director and the MCC Country Team's OGC representatives. Each MCA can also propose their own, original COI Policy, with its acceptability and sufficiency to be judged taking into account, at least in part, the extent to which it addresses issues in this Policy package and provides sufficient detail regarding definitions, procedures to be followed, and responsibilities for reporting, deciding, and documenting the process.

“Plain Language” Conflict of Interest Rules for MCA Employees, Officers, Board Members, Advisors

These “Plain Language” rules are merely illustrative of the type of circumstances that either cause or result in a conflict of interest, and should not be relied upon to determine whether a conflict exists, as the MCA COI Policy is the determinative document for examining the existence or potential for a conflict of interest.

1. Misuse of office. A misuse of office may arise if you take any action or fail to take any action in your capacity as an MCA director, officer, employee, agent, representative, volunteer, or member of a stakeholders’ committee if doing so might financially benefit --

- (a) you;
- (b) a relative in the 4th degree;
- (c) any person or entity for which you are an attorney, agent, broker, employee, officer, director, trustee, or consultant, or anyone else with whom you share a personal or pecuniary interest or a fiduciary relationship;
- (d) any person or entity with which you have a relationship;
- (e) any person or entity with which you had a financial relationship during the previous twelve months; or
- (f) any person or entity from which you received a gift, or any goods or services for less than fair market value, during the previous twelve months; or

2. Gifts. You request or receive any single gift valued at more than \$20, or multiple gifts whose cumulative value exceeds \$50 within a calendar year from anyone that you know or should know is doing business with the MCA.

3. Gratuities. You request or receive of anything from any person or entity other than the MCA for doing your MCA job.

4. Appearances and representation. You receive anything from any person or entity other than the MCA to communicate with any agency or department of the government of Kosovo, or to represent any person or entity other than MCA in a matter that involves the government of Kosovo it will be considered that these appearances and representations constitute a conflict of interest.

6. Future employment. You discuss or negotiate your possible future employment with anyone that is doing business with the MCA.

7. Inducement of others. Any effort that induces an MCA director, officer, employee, agent, representative, volunteer, or member of a stakeholders’ committee to do anything that would violate any one of these rules.

8. Prohibited outside positions. Acting as a paid attorney, agent, broker, employee, officer, director, trustee, or consultant for any person or entity that you know, or should reasonably know, is doing business or seeking to do business with the MCA.

9. Prohibited ownership interests. You, your spouse and any of your children under 18 years of age possess a financial interest in any part of a business or entity that does business with the MCA.

10. Disclosure. The failure to disclose to the MCA any circumstance that presents a possible COI.

MCA CONFLICTS-OF-INTEREST-POLICY FREQUENTLY ASKED QUESTIONS

What is the Purpose of the Conflicts of Interest Policy?

The Policy is designed to ensure that an MCA director, officer, employee, agent, representative, volunteer, or member of a stakeholders' committee always acts in the best interest of the MCA, and to protect against an alternative or conflicting financial, commercial, family, private or other interest interfering with the implementation benefits of the Compact program.

Who adopted the Conflicts of Interest Policy? The Policy was finalized by MCA senior management and adopted by the MCA's Board of Directors.

Why does MCA have a conflict of interest policy?

MCA has a policy to make sure that no MCA director, officer, employee, agent, representative, volunteer, or member of a stakeholders' committee:

- Uses his or her position with the MCA for private gain.
- Gives preferential treatment to any person or firm.
- Loses independence or impartiality in making decisions for or on behalf of the MCA, thereby causing a risk to achieving the Compact's goals and objectives.
- Creates the perception of a conflict, thereby damaging the reputation of the Compact and the MCA.

Why have you created the Conflicts of Interest Acknowledgment, Disclosure Form, and Checklist?

Each MCA director, officer, employee, agent, representative, volunteer, or member of a stakeholders' committee is required to disclose either to the Board or the MCA Chief Executive Officer and the MCC Resident Country Director any actual, potential, or apparent conflict under the Policy. Disclosure permits the MCA to respond to, advise on, and either eliminate or adequately mitigate a conflict. Failure to disclose a potential conflict increases the risk that the conflict will harm the MCA and the Compact program. To assist each MCA director, officer, employee, agent, representative, volunteer, or member of a stakeholders' committee understand the circumstances that should be reported, the MCA has adopted a checklist for each individual to complete when commencing their professional relationship with the MCA, and annually thereafter. There are no correct or incorrect answers. It is always better to report even if you are not sure if there is a conflict.

What happens if I have a conflict?

There is a process in the Policy for what to do next. Once you report the conflict, the MCA legal advisor's office will review the disclosure and share with the legal advisors at MCC. Then, they will let you know how to resolve or mitigate a conflict, if such exists. Most of the time, MCC and MCA will agree on a process to be sure that the actual conflict does not arise, and to protect against the harmful effects of perceived conflicts. This response will be recommended by the MCA's legal advisors and approved by MCC and MCA.

If I have questions about whether I have a conflict, whom can I contact?

If you have questions, you can always ask MCA-Kosovo's General Counsel for assistance, which inquiries will be maintained confidential and disclosed only as permitted under the MCA COI Policy.

**MILLENNIUM CHALLENGE ACCOUNT – KOSOVO
CONFLICTS OF INTEREST ACKNOWLEDGEMENT, DISCLOSURE FORM, AND CHECKLIST**

This acknowledgement and disclosure form (this “**Acknowledgement**”) must be filed by each (a) member of the Board of Directors; (b) officer, employee, agent, representative or volunteer engaged by or providing services to MCA-Kosovo; and (c) each member of any Stakeholders Committee, pursuant to MCA-Kosovo’s Conflict of Interest Policy (“**Policy**”), dated 25.07.2023, as adopted by the Board of Directors under the MCA’s HR Policy and Bylaws.

I have received and carefully reviewed the Policy and have considered not only the literal expression of the Policy, but also its intent. By signing this Acknowledgement, I hereby confirm that I understand the contents of, and my responsibilities under, the Policy and affirm that I agree to comply with it.

If any situation should arise in the future that I think could potentially involve a conflict of interest, I will promptly and fully disclose the circumstances thereof in writing to the MCA-Kosovo General Counsel, or as otherwise defined in the Policy. As of the date of this Acknowledgement:

_____ I have no conflict of interest to report.

_____ I have the following conflict(s) of interest to report (please specify – use the attached checklist to help identify potential conflicts):

Signature

Printed Name

Date

MCA-Kosovo Conflicts of Interest Checklist

1. Does anyone in your family up to the 4th degree or household work for (or intern for) MCA-Kosovo ?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

2. Does anyone in your family or household work for or is associated with a contractor, consultant or firm contracted to provide works, a good or service to the MCA? This includes a family member or household member who has a financial interest in the contractor, consultant or firm.

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

3. Does anyone in your family or household derive a benefit from or have a financial interest in a contractor, consultant or firm contracted to provide works, a good or service to the MCA?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

4. Have you been promised any future work by a contractor, consultant or firm contracted by MCA-Kosovo?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

5. Are you currently serving in any elected or appointed position outside of MCA-Kosovo?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

6. Does any decision you make in your duty as a board member or employee of MCA-Kosovo also affect your personal financial or other interests (such as political interests) outside of MCA-Kosovo? For example, do you own land in a project area?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7. Have you had any current or past relationship, affiliation or association with a contractor, consultant or firm engaged by MCA-Kosovo outside of your MCA-Kosovo duties?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8. Do you receive any money separate from your MCA-Kosovo salary (or government salary) for other jobs or obligations?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

9. Have you ever received a gift or gifts from a contractor, consultant or firm engaged by, has requested to be engaged, or is soon to be likely will be engaged by MCA-Kosovo? This includes monetary gifts, invitations to special events, dinners, entertainment (such as but not limited to, concerts or sporting events), trips, preferential pricing on personal goods or services, promises of employment for you, a member of your family or household, or friends or associates.

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

10. Do you have any questions about this checklist?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

**MILLENNIUM CHALLENGE ACCOUNT – Kosovo
CONFLICTS OF INTEREST POLICY**

I. Statement of Principle and Purpose

As a public institution serving the Republic of Kosovo, the Millennium Challenge Account – Kosovo (“**MCA-Kosovo**”) occupies a position of trust. It also recognizes that the public has the right to expect that each MCA director, officer, employee, agent, representative, volunteer, or member of a stakeholders’ committee places the interests of the MCA as paramount to its own when taking actions or making decisions on behalf of MCA-Kosovo, and that they will not be affected by self-interest or personal gain. Conflicts between the MCA’s interests and personal or private interests of those associated with the MCA, if not appropriately and effectively handled, can undermine this public trust.

All persons associated with MCA-Kosovo need to recognize that both actual and apparent conflicts of interest sometime occur in the course of conducting the affairs of MCA-Kosovo. It is equally important to appreciate that even the appearance of a conflict of interest can cause harm to the transparent nature of MCA-Kosovo’s activities and to its reputation even if no conflict in fact exists.

Individuals associated with MCA-Kosovo include leaders in government, civil society and the private sector with multiple affiliations and interests. While this experience represents a valuable resource to assist MCA-Kosovo to achieve its objectives, it also creates the likelihood that conflicts of interest, whether actual, potential or apparent, will arise from time to time.

For these reasons, it is crucial that MCA-Kosovo ensures that any personal or private interests that conflict with the MCA’s activities or interests are identified and managed effectively. Accordingly, MCA-Kosovo is committed to transparently managing any actual, potential, or apparent conflicts of interest that may arise in the course of conducting the affairs of MCA-Kosovo.

The general purpose of the policies and procedures outlined in this document (this “**Conflicts of Interest Policy**” or “**Policy**”) is:

- To protect and preserve the integrity of the internal decision-making processes of MCA-Kosovo;
- To prevent the personal interests of members of MCA-Kosovo’s Board of Directors, officer, employee, agent, representative, volunteer, or member of a stakeholders’ committee from compromising the performance of their duties to MCA-Kosovo; and
- To ensure those individuals, or their family members or associates, do not obtain personal financial, professional or political gain at the expense of MCA-Kosovo, its stakeholders or the Millennium Challenge Corporation (“**MCC**”).

This Policy is intended to comply with any current and future legislation, as well as case law in Kosovo, on the subject matter.

Conflicts of interest may not always be obvious. Such may be complex or nuanced. Each person or entity covered by this Policy should err in favor of disclosure, mindful that such may only enhance the reputation of MCA-Kosovo and protect the viability and integrity of its mission.

II. Applicability, Effectiveness, and Definitions

A. Applicability and Effectiveness

MCA-KOSOVO CONFLICTS OF INTEREST POLICY PACKAGE

This Policy applies to all Covered Persons (as defined below) and shall become effective on the date that it is approved by the Board of Directors of MCA-Kosovo or such other date specified by the Board as part of such approval.

B. Definitions

When used in this Conflicts of Interest Policy, the following terms have the meanings given to them below. Capitalized terms used but not defined in this Conflicts of Interest Policy have the meanings given to them in the Compact.

“Acknowledgement” means the acknowledgement and disclosure form attached to this Conflicts of Interest Policy as Appendix 1.

“Board of Directors” means the Board of Directors of MCA-Kosovo.

“Compact” means the Millennium Challenge Compact between the Republic of Kosovo and the United States of America, acting through MCC, signed on July 15, 2022.

“Conflict of Interest” means an actual, potential or apparent conflict between (a) the responsibilities of a Covered Person in connection with their duties to MCA-Kosovo, on the one hand, and on the other hand either (b)(1) the private interests of the Covered Person, his or her Immediate Family or members of his or her household, his or her business associates, or any person or organization with whom a Covered Person is negotiating, or has any arrangement concerning, prospective employment (***“Personal Conflict of Interest”***), or (b)(2) the interests of the Covered Person via any organizations with which the Covered Person is associated as a result of his or her employment or appointment as board member or any similar institutional association (***“Institutional Conflict of Interest”***).

Examples of a ***“Personal Conflict of Interest”*** include, but are not limited to, the following:

- (1) a Covered Person or a member of his or her immediate family or household, or any organization with whom any such person has a business or professional affiliation, seeks to participate in a transaction with MCA-Kosovo, or directly or indirectly stands to benefit (or may potentially benefit) from MCC Funding or a transaction involving MCA-Kosovo;
- (2) a Covered Person or a member of his or her immediate family or household, or any organization with whom any such person is affiliated, receives a payment, gift, other gratuity or benefit or offer of employment from any source (other than MCA-Kosovo) that directly or indirectly stands to benefit (or may potentially benefit) from MCC Funding or a transaction involving MCA-Kosovo; or
- (3) a Covered Person is related to another Covered Person by blood, marriage, or domestic partnership.

An example of an ***“Institutional Conflict of Interest”*** includes, but is not limited to, the following:

An organization where a Covered Person is associated as Board Member, officer or employee seeks to participate in a transaction with MCA-Kosovo, or directly or indirectly stands to benefit or may potentially benefit (thereby imputing a benefit to the Covered Person), from MCC Funding or a transaction involving the MCA.

“Covered Person” means, with respect to MCA-Kosovo, (a) each member of the Board of Directors; (b) each officer, employee, agent, representative or volunteer engaged by or providing services to MCA-Kosovo; and (c) each member of any Stakeholders’ Committee; *provided* that MCC and its employees, consultants, contractors, agents and other representatives, including the MCC representative on the Board of Directors, are not considered Covered Persons for purposes of this Conflicts of Interest Policy.

“Immediate Family” means, with respect to any person, a spouse, child, sibling, parent, grandparent, grandchild, domestic partner, in-law, and the respective spouses of each of the foregoing.

“MCC Accountable Entity Policy” means the *“Policy for Accountable Entities and Implementation Structures”* found on the MCC website, as amended from time to time.

III. Prohibited Activities

- A. No Covered Person shall participate in the selection, award, administration, oversight or implementation of a contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCA-Kosovo or with MCC Funding, in relation to which the Covered Person has a Conflict of Interest, unless such Covered Person has disclosed and resolved the Conflict of Interest and otherwise complied with the procedures set out in Section V of this Policy.
- B. No Covered Person involved in the selection, award, administration, oversight or implementation of any contract, grant or other benefit or transaction funded in whole or in part (directly or indirectly) by MCA-Kosovo or with MCC Funding, shall:
 - (1) solicit, accept from or offer to a third party or seek or be promised (directly or indirectly) for himself or herself or for another person or entity, any payment, gift, gratuity, favor or other benefit of any kind or nature, other than items which are of *de minimis* value and are otherwise consistent with such guidance as the Board of Directors or MCC may provide from time to time; or
 - (2) engage in any activity which is or gives the appearance of being a Conflict of Interest.

Any payment, gift, gratuity or other benefit that cannot be courteously declined or returned shall be delivered to MCA-Kosovo for charitable disposition or such other disposition as the Board of Directors and MCC deem appropriate.

IV. Duties of Covered Persons Relating to Conflicts of Interest

MCA-KOSOVO CONFLICTS OF INTEREST POLICY PACKAGE

Each Covered Person, when acting in his or her capacity as a member of the Board of Directors or of a Stakeholders' Committee or as an officer, employee, agent, representative or volunteer of MCA-Kosovo, as the case may be, shall:

- (1) act with a duty of undivided loyalty to MCA-Kosovo and exercise his or her duties solely in accordance with the best interests of MCA-Kosovo and the successful and proper implementation of the Compact, placing the interests of MCA-Kosovo above his or her personal interests or the interests of any other person or any other organization with which the Covered Person is associated;
- (2) not undertake any action that is contrary to the interests of MCA-Kosovo or that would or could reasonably be expected to result in direct or indirect personal gain or a Conflict of Interest; and
- (3) as promptly as possible, disclose any actual, potential or apparent Conflict of Interest in accordance with the procedures set out in Section V.

V. Procedures to be Followed Relating to Conflicts of Interest

A. Disclosure for Non-Board Members

- (1) Each Covered Person (except a director of the MCA-Kosovo Board and the Chief Executive Officer), shall make, as promptly as possible, a full disclosure in writing of any and all actual, potential, or apparent Conflicts of Interest to the Chief Executive Officer. The Covered Person may be asked to submit a detailed report of the Conflict of Interest using the attached template. In the case of the deputy executive officers, the disclosure may be shared with the Board and MCC. If the matter is the subject of action by the Board of Directors or any committee of the Board, or involves any member of the Board or the Chief Executive Officer of MCA-Kosovo, the disclosure will be made to the Chairperson of the Board of Directors.
- (2) A Covered Person who is present at a meeting or discussion during which a matter is raised which may give rise to a Conflict of Interest and before the Covered Person is able to disclose the conflict in writing pursuant to paragraph (1) above, shall disclose the Conflict of Interest orally and immediately recuse himself or herself from the meeting or discussion. Such disclosure shall be recorded in the minutes of the meeting or discussion, if applicable. Such Covered Person shall then promptly provide a written disclosure of the Conflict of Interest as required by paragraph (1) above.
- (3) Following disclosure of a Conflict of Interest, the Chief Executive Officer shall consult with MCC's Resident Country Director, and the two shall determine whether a Conflict of Interest exists, and if so, the Chief Executive Officer, with MCC's input and approval, shall pursue any action deemed necessary to address the conflict and protect the MCA's best interests. Any determination as to whether a Conflict of Interest exists and any resolution thereof made by the Chief Executive Officer will be reported to the Board of Directors at its next meeting, including a report of the nature of the conflict and the manner in which it was resolved.

MCA-KOSOVO CONFLICTS OF INTEREST POLICY PACKAGE

- (4) A Covered Person that has or may have a Conflict of Interest shall not participate in any discussion, deliberation or decision-making in any stakeholders'/advisory committee or the management unit of MCA-Kosovo, or any committee or subcommittee thereof, in which the matter giving rise to the Conflict of Interest is being considered. However, such Covered Person may be present to provide clarifying information in such discussion or deliberation if requested by a majority of the disinterested members of such stakeholders'/advisory committee or the management unit of MCA-Kosovo, or any committee or subcommittee thereof, as applicable.
- (5) Any member of any stakeholders/advisory committee who is considering employment with MCA-Kosovo must take a temporary leave of absence from his or her position on such stakeholders/advisory committee, as the case may be, until the position is filled.

B. Disclosure for Board Members and the Chief Executive Officer

- (1) Each MCA-Kosovo Board member or the Chief Executive Officer shall make, as promptly as possible, a full disclosure in writing of any and all actual, potential, or apparent Conflicts of Interest to the Chairperson of the Board of Directors, directly or via the Secretary to the Board. The Covered Person may be asked to submit a detailed report of the Conflict of Interest using the attached template. The Chairperson shall arrange immediately thereafter for the disclosure of the Conflict of Interest to the MCC Resident Country Director.
- (2) If the Conflict of Interest involves the Chairperson of the Board of Directors, such written notice shall be delivered to the Chief Executive Officer and to the MCC Resident Country Director.
- (3) Following disclosure of a Conflict of Interest, the Board of Directors (excluding the individual who has the Conflict of Interest) and MCC Resident Country Director shall determine whether a Conflict of Interest exists and, if so, the Board, with MCC's input and approval, shall discuss and vote to authorize or reject the transaction or take any other action deemed necessary to remove or best mitigate the Conflict of Interest in a way that defers to the MCA's best interests.
- (4) Any decision-making by the Board of Directors shall be by a majority vote of the voting members of the Board of Directors without counting the vote of any Covered Person who has such Conflict of Interest, even if the disinterested voting members are less than a quorum, provided that at least one consenting voting member of the Board of Directors is disinterested.
- (5) A Covered Person that has or may have a Conflict of Interest shall not participate in any discussion, deliberation or debate of the Board of Directors, in which the matter giving rise to the Conflict of Interest is being considered or voted upon. However, such Covered Person may be present to provide clarifying information in such a discussion, deliberation or debate if requested by a majority of the disinterested members of the Board of Directors.

MCA-KOSOVO CONFLICTS OF INTEREST POLICY PACKAGE

- (6) Any member of the Board of Directors who is considering employment with the MCA must take a temporary leave of absence from his or her position on the Board of Directors, as the case may be, until that position is filled.

C. Acknowledgement of Policy

- (1) A copy of this Conflicts of Interest Policy shall be given to each Covered Person upon commencement of such person's relationship with MCA-Kosovo or upon the official adoption of this policy.
- (2) Each Covered Person shall sign and date an Acknowledgement at the beginning of his or her term of employment or service with MCA-Kosovo or upon the official adoption of this Conflicts of Interest Policy.
- (3) Each Covered Person shall thereafter sign and date an Acknowledgement on an annual basis.
- (4) The annual acknowledgement requirement does not relieve any Covered Person of his or her obligation to disclose as promptly as possible any matter as required under this Conflicts of Interest Policy.
- (5) Failure to sign an Acknowledgement does not nullify this Conflicts of Interest Policy or otherwise limit its application to any Covered Person.

D. Use of Information Disclosed under Policy

- (1) Decisions regarding the mitigation of actual, potential, or apparent Conflicts of Interest will be made jointly and documented by the MCA-Kosovo Chief Executive Officer and the MCC Resident Country Director; or, in cases involving the MCA Chief Executive Officer, or members of the MCA Board of Directors, by the MCA Board of Directors (excluding the individual who has the Conflict of Interest) and the MCC Resident Country Director. In cases where no joint decision can be made by the relevant parties, the decision will be elevated for mutual resolution to the applicable MCC Regional Deputy Vice President for Compact Operations.
- (2) Decisions regarding the mitigation of actual, potential, or apparent Conflicts of Interest will be made taking a number of factors into account. These factors include, but are not limited to:
 - the extent to which a Covered Person would obtain a financial benefit from the transaction or arrangement giving rise to the Conflict of Interest;
 - the extent to which a Covered Person can be removed from decision-making processes (including procurement, award, and management of contracts) pertaining to the Conflict of Interest so as to remove the actual Conflict of Interest; and
 - the reputational risk of the apparent or perceived Conflict of Interest;

MCA-KOSOVO CONFLICTS OF INTEREST POLICY PACKAGE

- (3) The MCA General Counsel will create and maintain a consolidated record of all business and financial interests in firms disclosed by all Covered Persons. An edited version of the record which lists only the firm names shall be provided to the MCA Procurement Agent to check against the list of vendors doing business with MCA (past, current, and pending). The MCA Procurement Agent will inform the MCA General Counsel of any overlap for discussion with the MCA Chief Executive Officer, the MCC Resident Country Director, and/or the individual in question, if the actual, potential, or apparent Conflicts of Interest have not previously been reported and/or mitigating actions have not yet been taken.
- (4) This review process does not relieve any Covered Person of his or her obligation to disclose as promptly as possible any matter as required under this Conflicts of Interest Policy.

VI. Non-Compliance with Policy

Failure to comply with this Policy may result in disciplinary action ranging from notice to discontinue a specific activity to termination of employment in the case of any employee or resignation from the Board or stakeholder/advisory committee in the case of a member of the Board of Directors or a stakeholder/advisory committee, even if he or she does not actually benefit from a transaction or contract.

VII. Record-Keeping and Point of Contact

All determinations as to whether a Conflict of Interest exists and any plans developed to resolve or mitigate any such Conflict of Interest, whether taken by the Board of Directors or Chief Executive Officer, shall be properly documented in the form of a Conflicts of Interest Decision Memo signed by the MCA Chief Executive Officer and the MCC Resident Country Director.

While Board decisions shall be reflected in the minutes of the meetings, all other decisions will be considered confidential and will not be publicly released unless required by local or international legal authorities or by the best interests of MCA-Kosovo or MCC, subject to MCC's no-objection.

All such documentation shall be maintained by the General Counsel of MCA-Kosovo, as well as all signed Acknowledgements and copies of all written disclosures of Conflicts of Interest made under Section V. In addition, the MCA-Kosovo General Counsel shall serve as the point of contact for any questions or information regarding the application or meaning of this Policy.

VIII. Review of Policy

This Policy shall be reviewed annually by the Board of Directors to ensure that it meets the requirements of applicable law and the needs of MCA-Kosovo. Any changes to the Policy shall be communicated immediately to all Covered Persons.

Date of approval by the Board of Directors of MCA-Kosovo: _____

SAMPLE DETAILED DECLARATION OF ACTUAL, POTENTIAL, OR APPARENT CONFLICT OF INTEREST

DATE:

TO: MCA Chief Executive Officer

FROM: MCA Procurement Director Stanley Smith

RE: Declaration of Actual, Potential, or Apparent Conflict of Interest

CONFLICT OF INTEREST: It has come to my attention that the consulting engineering firm Apex Consulting participated in the bidding for the Consultant Services Contract for the Design and Supervision of the Rehabilitation of National Road 1, MCA-[]/RFP/R1.1. I wish to declare a conflict of interest. My daughter, Susan Smith, is in the employ of Apex Consulting as a Structural Engineer. She is not a partner in the business and was not named as a member of the key personnel in their offer.

SUGGESTED MITIGATION: I wish to declare that I will not actively participate in the selection process or attempt to influence the Technical Evaluation Panel for this procurement in any manner. I recuse myself from participating in the Technical Evaluation Panel, giving advice to the Technical Evaluation Panel members, and reviewing the Technical Evaluation Report and Proposed Award. I will furthermore fully abide by any restrictions in my conduct that may be imposed on me by MCA or MCC regarding this procurement and the management of the resulting contract.

EXTENUATING OR MITIGATING CIRCUMSTANCES: I wish to state the following to demonstrate that the potential conflict of interest is either very minimal and/or has been duly mitigated:

Terms of Reference:

- The Terms of Reference were drafted by the MCA Road Rehabilitation Project Director with inputs from the ESA Director and MCC.
- I had limited input during the packaging of the RFP, which was the responsibility of the MCA Procurement Agent. I did participate in discussions with the MCC Resident Country Director and the MCA Procurement Agent on aspects such as required minimum professional liability and third party insurance amounts to be specified in the Conditions of Contract.
- I reviewed and submitted the RFP for MCC no-objection via the official channels as per the review matrix in the Procurement rules. The advertisement of the RFP was arranged by the MCA Procurement Agent.
- The Technical Evaluation Panel was selected by the MCA Road Rehabilitation Project Director from the database of candidates who had responded to a Request for Expression of Interest that had been previously initiated by me. I participated in some discussions regarding the appropriate experience of some of the candidates with the MCA Road Rehabilitation Project Director and the MCC Resident Country Director.

Selection Process:

- As noted above I have recused myself from the selection process.

Contract Negotiations and Supervision:

- Final contract negotiations are unlikely to result in a conflict of interest. Contract negotiations are aimed at clarifying matters such as staff availability, mobilization, and final scope of work

MCA-KOSOVO CONFLICTS OF INTEREST POLICY PACKAGE

and not the material terms and conditions of contract or the payment schedules, which formed the basis of the tender and selection process.

- Contract supervision will mostly be the responsibility of the MCA Road Rehabilitation Project Director with very minimal input from me in administrative matters.

SAMPLE CONFLICT OF INTEREST DECISION MEMO.

DATE:

TO: MCA Procurement Director Stanley Smith
Chair of MCA Board of Directors
File (kept by MCA General Counsel)

FROM: MCA Chief Executive Officer

RE: Conflict of Interest Declaration by MCA Procurement Director Stanley Smith

MCA Procurement Director Stanley Smith declared an actual, potential, or apparent conflict of interest pertaining to the Consultant Services Contract for the Design and Supervision of the Rehabilitation of National Road 1, MCA-[]/RFP/R1.1. (Copy of memo is attached.)

We agree that the potential conflict of interest in this matter can be mitigated, provided that the following measures are taken:

1. The bid in which Apex Consulting participated will not be disqualified.
2. MCA Procurement Director Stanley Smith will be recused from the evaluation process of Tender MCA-[]/RFP/R1.1.
3. The Technical Evaluation Panel members will be informed about Mr. Smith's recusal from the process.
4. The Technical Evaluation Report and Award Proposal will be reviewed by the MCA Deputy Chief Executive Officer, prior to submission to MCC for no objection.
5. In the event of the selection of Apex Consulting as the successful bidder, the Procurement Director will not have any consequent role or oversight of this contract, and any consequent review of Contract Modifications and/or Change Orders will be done by the MCA Road Rehabilitation Project Director and the MCA Procurement Officer, in consultation with the MCA General Counsel.

Accordingly, provided the above procedures are implemented, it has been determined that any actual or apparent conflict of interest has been adequately eliminated or mitigated so as to remove an actual or reputational risk to MCA-Kosovo that may result in damage or harm.

Signed:

MCA Chief Executive Officer