

An abstract painting of a figure, possibly a soldier or a person in uniform, rendered in thick, expressive brushstrokes of red, blue, and yellow. The figure is standing next to a tall, ornate yellow staff or pole. The background is dark and textured.

SEPTEMBER 11, 2025



CODESA: MEMBER STATE PARTICIPATION FRAMEWORK

FOR THE 21 MEMBER STATES OF COMESA

CREATED BY

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CODESA: MEMBER STATE PARTICIPATION FRAMEWORK

Chapter 1: Preamble and Legal Basis

1.1 Preamble

This Member State Participation Framework (“MSPF”) is adopted under the auspices of the **Common Market for Eastern and Southern Africa (COMESA)** to provide a structured mechanism for voluntary participation by Member States in programmes implemented by the **COMESA Digitalisation, Education and Social Agency (CODESA)**. The MSPF ensures that such participation is consistent with the **COMESA Treaty**, relevant Council Decisions, and applicable governance and safeguard standards, while imposing no mandatory fiscal obligations on participating States.

1.2 Legal Basis

The MSPF derives its authority from:

- **Article 7 and 13 of the COMESA Treaty**, which empower the COMESA Secretariat and Specialized Agencies to implement programmes and projects in collaboration with Member States.
- Decisions of the **COMESA Council of Ministers** mandating digitalisation, trade facilitation, and social development initiatives.
- Institutional mandates of CODESA and ACTESA as recognised COMESA entities.

Participation under this Framework shall not derogate from the sovereignty of Member States but shall create binding obligations in respect of governance, safeguards, and reporting as set forth herein.

Chapter 2: Objectives and Guiding Principles

2.1 Objectives

The MSPF seeks to achieve the following objectives:

- (a) **Enable structured participation** of COMESA Member States in CODESA programmes, including the **Staple Food Programme and Social Equity Initiative (SFPSEI)** and its digital enablement component (SDEP).
- (b) **Promote alignment** of national interventions with regional integration objectives, including the COMESA Digital Transformation Strategy, Agenda 2063, and the Agenda for Social Equity 2074.
- (c) **Ensure governance integrity** through transparent processes, digital compliance systems, and harmonised Monitoring, Evaluation and Learning (MEL) frameworks.
- (d) **Facilitate access** to technical assistance, digital platforms, and programme benefits without imposing fiscal obligations to COMESA.

2.2 Guiding Principles

The MSPF shall be implemented in accordance with the following principles:

- **Voluntariness:** Participation is based on a Member State’s sovereign decision, formalised through an Expression of Interest and a Participation Agreement.

- **Transparency and Accountability:** All commitments, workplans, and progress reports shall be disclosed through Flowhub and, where appropriate, via the Open Contracting Data Standard (OCDS) portal.
- **Subsidiarity:** National-level implementation shall respect domestic legal frameworks while aligning with regional standards.
- **Proportionality:** Obligations imposed on Member States shall be commensurate with the scope of their participation.
- **Safeguards Compliance:** All activities shall adhere to the **AfDB Integrated Safeguards System (ISS 2024)** and recognised international standards on stakeholder engagement and grievance redress.

Chapter 3: Participation Modalities

3.1 Expression of Interest (EOI)

Participation under this Framework shall commence with the submission of an **Expression of Interest (EOI)** by a Member State to the COMESA Secretariat through the Flowhub platform. The EOI shall:

- (a) Confirm the Member State's intention to participate in CODESA programmes under the MSPF;
- (b) Identify the proposed **National Focal Point (NFP)** and institutional contact details;
- (c) Acknowledge the Member State's commitment to comply with the governance, safeguards, and reporting obligations set forth herein.

3.2 Eligibility Criteria

A Member State shall be eligible to participate upon satisfying the following conditions:

- (a) Legal capacity to enter into a Participation Agreement with the COMESA Secretariat;
- (b) Designation of an NFP with authority to coordinate national-level implementation;
- (c) Commitment to adopt and operationalise the AfDB ISS 2024 safeguards, stakeholder engagement standards, and data protection requirements applicable to programme activities.

3.3 Participation Agreement

Upon acceptance of the EOI, the Member State shall execute a **Participation Agreement** with the COMESA Secretariat, substantially in the form set out in **Annex 1**. The Participation Agreement shall:

- (a) Define the scope of participation, including programme components and expected outputs;
- (b) Set out the Member State's obligations regarding safeguards, MEL, and reporting;
- (c) Establish the legal effect of participation, including dispute resolution and withdrawal provisions.

3.4 Digital Workflow and Record-Keeping

All participation processes—including EOI submission, agreement execution, and reporting—shall be digitised and managed through Flowhub. The platform shall maintain immutable audit logs and provide real-time dashboards for governance oversight.

Chapter 4: Governance and Institutional Arrangements

4.1 National Focal Points (NFPs)

Each participating Member State shall designate an NFP, who shall:

- (a) Serve as the primary liaison between the Member State and CODESA;
- (b) Coordinate national-level implementation of programme activities;
- (c) Ensure timely submission of reports, safeguards compliance documentation, and MEL data

through Flowhub;

(d) Facilitate stakeholder engagement and grievance redress at the national level.

The Terms of Reference for NFPs are set out in **Annex 3**.

4.2 Participation Council

All NFPs shall constitute a **Participation Council**, which shall:

- (a) Meet biannually to review progress, share lessons, and provide input to the Joint Steering Committee (JSC);
- (b) Serve as a consultative forum for harmonising national workplans with regional priorities;
- (c) Escalate unresolved grievances or compliance issues to the JSC.

4.3 Integration with COMESA Organs

The Participation Council shall report to the JSC, which in turn reports to the COMESA Secretariat and the Council of Ministers in accordance with the COMESA Treaty. The Secretariat shall ensure that participation outcomes are reflected in COMESA's annual performance reports and strategic reviews.

4.4 Digital Governance and Transparency

Flowhub shall serve as the authoritative system of record for all participation-related data, including EOIs, agreements, workplans, and compliance reports. Public-facing dashboards shall disclose non-confidential information, including participation status and progress summaries, in accordance with the Open Contracting Data Standard (OCDS).

Chapter 5: Country Workplans and Reporting

5.1 Country Workplans

Each participating Member State shall prepare a **Country Workplan** within ninety (90) days of executing the Participation Agreement. The Workplan shall:

- (a) Define national priorities and activities aligned with CODESA programme objectives, including digitalisation, education, social development, and staple food value-chain interventions;
- (b) Identify implementing agencies, timelines, and resource requirements;
- (c) Incorporate safeguards measures consistent with the AfDB ISS 2024 and stakeholder engagement standards;
- (d) Include measurable indicators harmonised with the regional Monitoring, Evaluation and Learning (MEL) framework.

The Country Workplan shall be submitted through Flowhub using the standardised template set out in **Annex 2** and shall be subject to review and approval by the Participation Council.

5.2 Reporting Obligations

- (a) **Quarterly Progress Reports:** Each Member State shall submit quarterly reports through Flowhub, detailing progress against the Country Workplan, safeguards compliance, and MEL indicators.
- (b) **Annual Consolidated Report:** The COMESA Secretariat shall compile an annual report based on Member State submissions for presentation to the Joint Steering Committee (JSC) and the COMESA Council of Ministers.
- (c) **Independent Verification:** Selected outputs and safeguards compliance shall be subject to third-party verification as determined by the JSC.

5.3 Digital Governance and Transparency

Flowhub shall serve as the authoritative repository for all workplans, reports, and compliance

records. Non-confidential summaries of Country Workplans and progress reports shall be disclosed on the OCDS-compliant programme portal to reinforce transparency and accountability.

Chapter 6: Rights and Obligations of Participating States

6.1 Rights of Participating States

- (a) **Access to Technical Assistance:** Participating States shall have access to CODESA's technical expertise, digital platforms, and capacity-building resources.
- (b) **Programme Benefits:** Participating States shall benefit from regional initiatives, including digital public infrastructure deployment, trade facilitation measures, and social development programmes.
- (c) **Representation:** Participating States shall be represented in the Participation Council and may provide input to the JSC through established governance channels.
- (d) **Information Access:** Participating States shall have access to Flowhub dashboards and programme data relevant to their participation, subject to data protection protocols.

6.2 Obligations of Participating States

- (a) **Compliance with Safeguards:** Participating States shall ensure that all activities under their Country Workplans comply with the AfDB ISS 2024, stakeholder engagement standards, and applicable environmental and social safeguards.
- (b) **Data Protection and Cybersecurity:** Participating States shall adhere to the COMESA Data Privacy Policy and ensure that national-level data processing aligns with GDPR principles as a benchmark.
- (c) **Reporting and MEL:** Participating States shall submit timely and accurate reports through Flowhub and cooperate with independent verification processes.
- (d) **Stakeholder Engagement:** Participating States shall implement inclusive and transparent stakeholder engagement processes, including grievance redress mechanisms, consistent with ESS10 good practice.
- (e) **Anti-Corruption and Integrity:** Participating States shall adopt zero-tolerance measures against fraud and corruption in all programme-related activities and shall promptly report any suspected irregularities through Flowhub's compliance module.

Chapter 7: Grievance and Dispute Resolution

7.1 Grievance Mechanism

- (a) Each participating Member State shall establish a **national-level grievance mechanism** for stakeholders affected by programme activities, ensuring accessibility, confidentiality, and non-retaliation.
- (b) Grievances shall be logged and tracked through Flowhub, with unique identifiers and time-bound resolution protocols.
- (c) Flowhub shall publish anonymised grievance statistics and resolution summaries on a quarterly basis to reinforce transparency and accountability.

7.2 Escalation Protocol

- (a) Unresolved grievances at the national level shall be escalated to the Participation Council for review and mediation.
- (b) If the matter remains unresolved, it shall be referred to the Joint Steering Committee (JSC) for determination.
- (c) Persistent or systemic issues may be escalated to the COMESA Secretariat and, where applicable, to the Council of Ministers for policy-level intervention.

7.3 Dispute Resolution Between Parties

- (a) Any dispute arising between a Member State and the COMESA Secretariat under this Framework shall be resolved amicably through consultations within the Participation Council.
- (b) Failing resolution within sixty (60) days, the dispute shall be referred to the JSC.
- (c) If unresolved, the matter may be submitted to arbitration or adjudication under the jurisdictional modalities foreseen by the **COMESA Treaty**, including recourse to the COMESA Court of Justice.

Chapter 8: Transparency and Disclosure

8.1 Public Disclosure Obligations

(a) The COMESA Secretariat shall maintain a **public-facing portal**, integrated with Flowhub, to disclose non-confidential information on Member State participation, including:

- Status of participation (EOI, agreement execution, workplan approval);
 - Summaries of Country Workplans;
 - Quarterly progress updates;
 - Anonymised grievance statistics and resolution summaries.
- (b) Disclosure shall follow the **Open Contracting Data Standard (OCDS)** for structured publication of contracting and implementation data.

8.2 Confidentiality and Data Protection

- (a) Confidential information, including commercially sensitive data and personal information, shall not be disclosed without prior consent, except as required by law or by authorised oversight bodies.
- (b) All data processing shall comply with the COMESA Data Privacy Policy and be benchmarked against GDPR principles, ensuring lawful, fair, and transparent handling of personal data.

8.3 Digital Governance and Auditability

- (a) Flowhub shall maintain immutable audit logs of all participation-related transactions, including EOIs, agreements, workplans, and reports.
- (b) Audit-ready evidence packs shall be generated automatically for review by the COMESA Secretariat, the JSC, and development partners, ensuring accountability and fiduciary integrity.

Chapter 9: Term, Renewal, and Withdrawal

9.1 Term of Participation

Participation under this Framework shall be valid for an initial term of **five (5) years** from the date of execution of the Participation Agreement, unless otherwise specified therein.

9.2 Renewal

- (a) Participation may be renewed for successive five-year terms upon mutual consent of the Member State and the COMESA Secretariat.
- (b) Renewal shall be effected through a written addendum to the Participation Agreement, executed no later than ninety (90) days prior to the expiry of the current term.

9.3 Withdrawal

- (a) A Member State may withdraw from participation under this Framework by providing **six (6) months' written notice** to the COMESA Secretariat.
- (b) Withdrawal shall not affect obligations accrued prior to the effective date of withdrawal, including reporting, safeguards compliance, and settlement of any outstanding commitments.

(c) The COMESA Secretariat shall ensure an orderly transition or closure of ongoing activities in consultation with the withdrawing Member State.

9.4 Suspension and Termination by COMESA

(a) The COMESA Secretariat may suspend or terminate a Member State's participation for material breach of obligations under this Framework or the Participation Agreement, including persistent non-compliance with safeguards, fiduciary, or reporting requirements.

(b) Suspension or termination shall be preceded by written notice and an opportunity for the Member State to remedy the breach within a reasonable period, not exceeding sixty (60) days.

Chapter 10: Annexes Overview

The following Annexes form an integral part of this Framework and provide operational templates and guidance for implementation:

- **Annex 1: Participation Agreement Template**
A standardised legal instrument to formalise Member State participation, setting out rights, obligations, and governance provisions.
- **Annex 2: Country Workplan Template**
A structured format for Member States to define national priorities, activities, timelines, and MEL indicators aligned with regional objectives.
- **Annex 3: National Focal Point (NFP) Terms of Reference**
Detailed roles, responsibilities, and reporting obligations for NFPs to ensure effective coordination and compliance.
- **Annex 4: MEL and Safeguards Compliance Checklist**
A harmonised tool for tracking adherence to AfDB ISS 2024 safeguards, stakeholder engagement standards, and programme-level MEL indicators.
- **Annex 5: Flowhub Operational Guide**
Instructions for using Flowhub to manage EOIs, agreements, workplans, reporting, grievance redress, and disclosure workflows.

Closing Statement

"This Framework shall be implemented in good faith and in the spirit of regional cooperation, ensuring that Member State participation in CODESA programmes advances the objectives of the COMESA Treaty, strengthens digital and social development, and promotes inclusive and sustainable growth across the region."

Annex 1 – Participation Agreement (Template)

Between

The Secretariat of the Common Market for Eastern and Southern Africa (COMESA Secretariat), for and on behalf of the COMESA Digitalisation, Education and Social Agency (CODESA)

and

[Name of the Member State]

Date of Agreement: [●]

Effective Date: [●]

MSPF Reference: Member State Participation Framework (MSPF), as adopted and amended from time to time.

1. Parties and Contact Details

1.1 COMESA Secretariat (for and on behalf of CODESA)

Address: [●]

Attention: [●], Secretary-General / Designate

Email: [●]

1.2 [Member State]

Address: [●]

Attention: [●], Designated National Focal Point (NFP)

Email: [●]

2. Background and Recitals

2.1 The Common Market for Eastern and Southern Africa (“COMESA”) is established under the Treaty establishing COMESA (the “COMESA Treaty”). The Parties recognise that cooperation under this Agreement shall be framed by, and consistent with, the COMESA Treaty and decisions adopted thereunder.

2.2 ACTESA was established as a Specialized Agency of COMESA to support staple food systems and regional market integration. CODESA functions as a programmatic agency to advance digitalisation, education and social development, and to operationalise digital public infrastructure and governance tooling in support of COMESA Member States and institutions.

2.3 The MSPF provides the institutional on-ramp for Member States to participate in CODESA programmes without imposing fiscal obligations to COMESA, while ensuring safeguards, governance, and accountability.

2.4 The Parties wish to formalise [Member State]’s participation in programmes implemented under the MSPF, including, where applicable, the Staple Food Programme and Social Equity Initiative (SFPSEI) and the Staple Food Programme Digital Enablement Protocol (SDEP), consistent with the African Development Bank Group’s updated Integrated Safeguards System (ISS, effective 31 May 2024), recognised good practice on stakeholder engagement, open contracting disclosure principles, and COMESA data protection standards.

2.5 Accordingly, the Parties enter into this Participation Agreement (the “Agreement”).

References: COMESA Treaty; ACTESA status; AfDB ISS 2024; ESS10; OCDS; COMESA Data Privacy Policy; GDPR; NIST SP 800-53 Rev. 5.

3. Definitions and Interpretation

3.1 Capitalised terms not otherwise defined in this Agreement have the meanings ascribed in the MSPF.

3.2 For the purposes of this Agreement:

- (a) “Country Workplan” means the national plan defined in Clause 7;
- (b) “Flowhub” means the federated digital governance platform used to implement compliance, safeguards, procurement gating, MEL, and disclosure workflows under the MSPF;
- (c) “Safeguards” means the applicable environmental and social standards, including ISS 2024 and recognised stakeholder engagement standards;
- (d) “OCDS” means the Open Contracting Data Standard for disclosure of contracting information.

4. Purpose and Scope

4.1 This Agreement formalises the participation of [Member State] in CODESA programmes governed by the MSPF and sets out the specific rights and obligations of the Parties.

4.2 The scope includes programme design input, implementation support, digital governance enablement, safeguards compliance, MEL, disclosure, and—where applicable—trade facilitation and agrifood value-chain interventions undertaken with ACTESA.

5. Conditions Precedent and Effectiveness

5.1 The Agreement becomes effective on the Effective Date, subject to satisfaction (or written waiver by the COMESA Secretariat) of the following conditions precedent:

- (a) Submission and acceptance of the Member State’s Expression of Interest (EOI) through Flowhub;
- (b) Formal designation of the National Focal Point (NFP) via ministerial or administrative instrument acceptable to the COMESA Secretariat;
- (c) Adoption of an interim national grievance channel and disclosure notice compatible with MSPF minimum standards;
- (d) Confirmation of data protection arrangements consistent with the COMESA Data Privacy Policy (benchmarking GDPR principles).

5.2 The Parties shall record fulfilment of conditions precedent in Flowhub.

6. Term and Renewal

6.1 This Agreement shall remain in force for five (5) years from the Effective Date, unless terminated earlier in accordance with Clause 18.

6.2 It may be renewed for successive five-year terms by written addendum executed no later than ninety (90) days prior to expiry.

7. Country Workplan and Budget Envelope

7.1 Within ninety (90) days of the Effective Date, [Member State] shall prepare and submit a Country Workplan via Flowhub, aligned with MSPF objectives and templates. The Country Workplan shall define national priorities, activities, implementing entities, timelines, safeguards measures, and measurable indicators harmonised with the regional MEL framework.

7.2 The Participation Council shall review the Country Workplan for alignment; final approval shall be recorded by the COMESA Secretariat in Flowhub.

7.3 The Agreement does not impose fiscal obligations to COMESA. Any national counterpart contributions, cost-sharing, or third-party financing shall be reflected transparently in the Country Workplan and in Flowhub records.

8. Governance and Implementation

8.1 [Member State] shall ensure the NFP is empowered to coordinate implementation, submit reports, facilitate safeguards compliance, and manage stakeholder engagement, in accordance with the NFP Terms of Reference (Annex 3 of the MSPF).

8.2 The NFP shall participate in the Participation Council and interface with the Joint Steering Committee (JSC) through established governance channels.

8.3 The COMESA Secretariat shall provide technical assistance and digital enablement through CODESA; ACTESA shall coordinate agrifood trade facilitation workstreams where relevant.

9. Safeguards, Stakeholder Engagement, and Grievance

9.1 All activities under the Country Workplan shall apply the AfDB ISS 2024 as the minimum standard, including strengthened provisions on community health and safety, prevention and response to SEA/SH, stakeholder engagement, climate resilience, and value-chain E&S requirements.

9.2 Stakeholder engagement shall follow recognised good practice analogous to World Bank ESS10 principles: early identification, proportionate disclosure, meaningful consultation, continuous engagement, and accessible, non-retaliatory grievance mechanisms.

9.3 The following shall be digitised in Flowhub and are conditions for procurement launch of associated activities: ESIA, ESMP, LMP, SEP, RAP (as applicable). SEA/SH and EHS incidents shall be logged within forty-eight (48) hours with survivor-centred protocols; material incidents shall be escalated to the JSC and, where applicable, to development partners' supervision teams.

9.4 High-risk activities shall undergo independent third-party review prior to financial close and at major variations.

10. Data Protection, Cybersecurity, IP, and Confidentiality

10.1 Data Protection. All personal data processing shall comply with the COMESA Data Privacy Policy and be benchmarked against GDPR principles of lawfulness, fairness, transparency, purpose limitation, data minimisation, accuracy, storage limitation, integrity/confidentiality, and accountability. Data-subject rights shall be operationalised through Flowhub workflows and recorded in the programme portal.

10.2 Cybersecurity. Flowhub shall implement a Zero-Trust posture with controls mapped to NIST SP 800-53 Rev. 5 control families for identity, access, audit, incident response, configuration, and contingency.

10.3 IP. Background IP remains the property of the contributing Party. Foreground IP arising from jointly commissioned work under this Agreement shall be co-owned unless otherwise specified in a work order. Each Party grants the other a non-exclusive, royalty-free licence to use jointly generated IP for programme purposes.

10.4 Confidentiality. Non-public information exchanged under this Agreement shall be kept confidential and disclosed only as required by law or authorised oversight, or with prior written consent.

11. Procurement, Contracting, and Open Contracting Disclosure

11.1 Procurement for activities under the Country Workplan shall follow applicable COMESA and donor rules, integrity standards, and audit provisions customarily applied by multilateral finance partners.

11.2 Contracting data and documents shall be disclosed in OCDS format to the extent consistent with confidentiality, security, and legal obligations. Non-confidential safeguards and progress summaries shall be published quarterly on the public portal.

12. Funding Flows, Disbursement Gating, and Audit

12.1 Where programme funds are channelled through COMESA-designated accounts or other agreed vehicles, disbursement shall be gated to milestone verification in Flowhub, including documented ESMP compliance and MEL sign-off.

12.2 The Parties shall maintain complete, accurate, and auditable records and shall facilitate access by COMESA oversight bodies and relevant development partners. Flowhub shall maintain immutable audit logs and generate audit-ready evidence packs.

13. Monitoring, Evaluation, and Learning (MEL); Reporting

13.1 [Member State] shall report quarterly through Flowhub against the Country Workplan, safeguards, and MEL indicators, and shall cooperate with independent verification.

13.2 The COMESA Secretariat shall compile an annual consolidated report for the JSC and COMESA Council of Ministers.

14. Anti-Corruption, Integrity, and Sanctions

14.1 The Parties adopt a zero-tolerance policy on fraud and corruption. Substantiated allegations shall be reported to the Participation Council and the JSC; remedial action plans may include suspension of implicated activities.

14.2 The Parties shall take reasonable steps to ensure that funds are not made available to sanctioned or debarred entities.

15. Suspension, Remedies, and Termination

15.1 Suspension/Remedies. The COMESA Secretariat may suspend implementation or withhold approvals/disbursements for material breach, including persistent non-compliance with safeguards, fiduciary, or reporting obligations. Written notice shall specify corrective actions and a cure period not exceeding sixty (60) days.

15.2 Termination by Member State. [Member State] may terminate its participation upon six (6) months' written notice, without prejudice to accrued obligations and orderly closure of activities.

15.3 Termination by COMESA. The COMESA Secretariat may terminate for cause where breaches remain uncured or where continuation would contravene applicable law or donor conditions.

16. Dispute Resolution and Governing Instruments

16.1 Disputes shall first be addressed through consultations between the Parties and, failing resolution within sixty (60) days, escalated to the Participation Council and the JSC.

16.2 If unresolved, the dispute may be submitted to arbitration or adjudication under the jurisdictional modalities foreseen by the COMESA Treaty, including recourse to the COMESA Court of Justice or to arbitration under a special agreement.

16.3 This Agreement is governed by the COMESA Treaty, applicable COMESA Regulations and Decisions, and general principles of international institutional law.

17. Notices

17.1 Notices shall be in writing and delivered by hand, courier, or electronic means with confirmation of receipt to the addresses specified in Clause 1, or as updated by notice.

18. Miscellaneous

18.1 Amendments. This Agreement may be amended only by written instrument signed by both Parties.



18.2 Assignment/Subcontracting. Neither Party may assign this Agreement without the other's prior written consent. Subcontracting by [Member State] shall not relieve it of obligations.

18.3 Force Majeure. No Party shall be liable for failure to perform due to events beyond its reasonable control; the affected Party shall notify the other and mitigate impacts.

18.4 Severability. If any provision is invalid or unenforceable, the remainder shall continue in full force and effect.

18.5 Entire Agreement. This Agreement, together with the MSPF and its Annexes, constitutes the entire agreement on the subject matter and supersedes prior understandings to that extent.

18.6 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature; each counterpart is deemed an original.

19. Annexes and Schedules

19.1 The following are incorporated by reference and form an integral part of this Agreement:

(a) MSPF (all Chapters) and Annexes:

- Annex 2 – Country Workplan Template;
- Annex 3 – National Focal Point Terms of Reference;
- Annex 4 – MEL and Safeguards Compliance Checklist;
- Annex 5 – Flowhub Operational Guide.

(b) **Schedule 1:** Country Workplan (approved version, when adopted).

(c) **Schedule 2:** Specific Implementation Guidelines or Work Orders (if any).

Execution

For and on behalf of the COMESA Secretariat (for CODESA)

Name: _____

Title: _____

Date: _____

Signature: _____

For and on behalf of [Member State]

Name: _____

Title: _____

Date: _____

Signature: _____



References (authorities and standards cited above)

1. **COMESA Treaty** (Treaty establishing the Common Market for Eastern and Southern Africa). <https://www.comesa.int/wp-content/uploads/2020/07/Comesa-Treaty.pdf>
2. **ACTESA – Specialized Agency of COMESA** (IC & Council Report, Nov. 2023). https://www.comesa.int/wp-content/uploads/2023/11/3n.-ACTESA-IC-and-Council-Report-November-2023_EN.pdf
3. **AfDB Integrated Safeguards System (ISS 2024)** – effectiveness announcement (31 May 2024). <https://www.afdb.org/en/news-and-events/press-releases/african-development-bank-groups-updated-integrated-safeguards-system-iss-becomes-effective-71539> and updated ISS reference PDF (2023/24). https://www.mfiseash.org/sites/default/files/2024-03/final_-_updated_integrated_safeguards_system_en.pdf
4. **Stakeholder Engagement Good Practice (ESS10)** – World Bank Guidance Note for Borrowers. <https://documents1.worldbank.org/curated/en/476161530217390609/ESF-Guidance-Note-10-Stakeholder-Engagement-and-Information-Disclosure-English.pdf>
5. **Open Contracting Data Standard (OCDS)** – documentation. <https://standard.open-contracting.org/latest/en/>
6. **COMESA Data Privacy Policy** (Secretariat, 2022). <https://www.comesa.int/wp-content/uploads/2022/09/Approved-Data-Privacy-Policy.pdf>
7. **GDPR** – Regulation (EU) 2016/679 (EUR-Lex official). <https://eur-lex.europa.eu/eli/reg/2016/679/oj/eng>
8. **NIST SP 800-53 Rev. 5** – Security and Privacy Controls (official PDF). <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r5.pdf>

Annex 2 – Country Workplan Template

(To be completed by the Participating Member State and submitted via Flowhub within 90 days of executing the Participation Agreement)

Section A: Administrative Information

A.1 Member State: [Insert Name]

A.2 National Focal Point (NFP):

- Name: [●]
- Title: [●]
- Institution: [●]
- Contact Details: [●]

A.3 Date of Submission: [DD/MM/YYYY]

A.4 Reference: MSPF / [Country Code] / [Year]

Section B: Strategic Alignment

B.1 National Development Priorities:

(Briefly describe how the proposed activities align with national strategies, COMESA objectives, Agenda 2063, and Agenda for Social Equity 2074.)

B.2 Regional Integration Linkages:

(Identify linkages to COMESA programmes, trade facilitation measures, and digitalisation initiatives.)

Section C: Programme Components and Activities

| Component | Activity Description | Lead Agency | Supporting Entities | Start Date | End Date |
|-------------------------------|--|-------------|---------------------|------------|----------|
| Digitalisation & DPI | [e.g., Flowhub deployment, e-Government services] | [●] | [●] | [●] | [●] |
| Education & Capacity Building | [e.g., Digital literacy training, vocational programmes] | [●] | [●] | [●] | [●] |
| Social Development | [e.g., Inclusion programmes, gender equity initiatives] | [●] | [●] | [●] | [●] |
| Staple Food Value Chains | [e.g., Warehouse receipt systems, seed harmonisation] | [●] | [●] | [●] | [●] |

Section D: Safeguards and Compliance

D.1 Environmental & Social Safeguards:

- ESIA Required? (Yes/No)
- ESMP Prepared? (Yes/No)



- RAP Required? (Yes/No)

D.2 SEA/SH Risk Mitigation:

(Outline measures for prevention and response, including survivor-centred protocols.)

D.3 Stakeholder Engagement:

(Attach or reference the Stakeholder Engagement Plan (SEP) and grievance mechanism details.)

Section E: MEL Framework

| Indicator | Baseline | Target | Frequency | Responsible Entity |
|--------------------------------------|----------|--------|-------------|--------------------|
| % of activities with ESMP compliance | [●] | [●] | Quarterly | [●] |
| # of stakeholders consulted | [●] | [●] | Quarterly | [●] |
| Digital service adoption rate | [●] | [●] | Semi-Annual | [●] |

Section F: Resource Plan

F.1 Estimated Budget (USD):

- National Contribution: [●]
- External Financing (if applicable): [●]
- In-kind Support: [●]

F.2 Funding Sources:

(List confirmed or potential sources, including development partners, private sector, etc.)

Section G: Risk Assessment and Mitigation

| Risk | Likelihood | Impact | Mitigation Measures |
|-------------------------------|------------|--------|---------------------------------|
| Delays in safeguards approval | Medium | High | Early ESIA/ESMP preparation |
| Data protection breaches | Low | High | Implement NIST-aligned controls |



Section H: Endorsements

Prepared by:

Name: _____

Title: _____

Date: _____

Signature: _____

Approved by National Authority:

Name: _____

Title: _____

Date: _____

Signature: _____

Digital Submission Note

This template shall be uploaded to Flowhub in machine-readable format. All supporting documents (SEP, ESMP, RAP, MEL matrix) must be attached as annexes within the platform. Non-confidential summaries will be published on the OCDS-compliant portal.

Annex 3 – National Focal Point (NFP) Terms of Reference

(To be adopted by each Participating Member State upon designation of the NFP under the MSPF)

1. Purpose and Scope

The National Focal Point (NFP) serves as the principal liaison between the Participating Member State and the COMESA Secretariat (for and on behalf of CODESA) for all matters relating to participation under the **Member State Participation Framework (MSPF)**. The NFP is responsible for coordinating national-level implementation of CODESA programmes, ensuring compliance with governance and safeguards obligations, and facilitating timely reporting through the Flowhub platform.

2. Legal and Institutional Basis

The NFP operates under the authority of the Participating Member State, as designated by ministerial or administrative instrument, and in accordance with:

- The **COMESA Treaty** and relevant Council Decisions;
- The MSPF and its Annexes;
- The Participation Agreement executed between the Member State and the COMESA Secretariat.

3. Core Responsibilities

3.1 Coordination and Implementation

(a) Coordinate all national-level activities under the Country Workplan, including digitalisation, education, social development, and staple food value-chain interventions.

(b) Ensure alignment of national activities with regional objectives and compliance with approved timelines.

3.2 Governance and Reporting

(a) Submit quarterly progress reports and annual summaries through Flowhub, using standardised templates.

(b) Maintain accurate and complete records of programme activities, safeguards compliance, and MEL indicators.

(c) Participate in the **Participation Council** and represent the Member State in consultations with the Joint Steering Committee (JSC).

3.3 Safeguards and Compliance

(a) Ensure that all activities comply with the **AfDB Integrated Safeguards System (ISS 2024)** and recognised stakeholder engagement standards.

(b) Oversee preparation and submission of ESIA, ESMP, LMP, SEP, and RAP (as applicable) through Flowhub prior to procurement launch.

(c) Monitor implementation of SEA/SH prevention and response measures and escalate material incidents within 48 hours.

3.4 Stakeholder Engagement and Grievance Redress

(a) Facilitate inclusive and transparent stakeholder consultations at the national level.

(b) Operationalise a grievance mechanism that is accessible, confidential, and non-retaliatory, and ensure grievances are logged and tracked in Flowhub.

3.5 Data Protection and Cybersecurity

(a) Ensure that all personal data processing complies with the **COMESA Data Privacy Policy** and GDPR

principles.

(b) Implement national-level measures to safeguard data integrity and confidentiality in coordination with Flowhub protocols.

4. Authority and Decision-Making

The NFP shall have delegated authority to:

- (a) Approve and submit national reports and compliance documentation;
- (b) Liaise with national ministries, agencies, and stakeholders to facilitate programme implementation;
- (c) Represent the Member State in technical and governance meetings under the MSPF framework.

5. Accountability and Performance Monitoring

- (a) The NFP shall report to the designated national authority and maintain functional accountability to the COMESA Secretariat for compliance with MSPF obligations.
- (b) Performance shall be assessed annually based on:

- Timeliness and quality of reporting;
- Compliance with safeguards and MEL requirements;
- Effectiveness of stakeholder engagement and grievance resolution.

6. Term and Continuity

- (a) The NFP shall serve for the duration of the Member State's participation under the MSPF, unless replaced by written notice to the COMESA Secretariat.
- (b) The Member State shall ensure continuity of representation in the event of NFP reassignment or vacancy.

7. Conflict of Interest and Ethics

- (a) The NFP shall avoid any actual or perceived conflict of interest in the discharge of duties.
- (b) The NFP shall adhere to COMESA's Code of Ethics and Anti-Corruption Policy, and promptly disclose any potential conflicts to the COMESA Secretariat.

8. Digital Governance and Flowhub Integration

- (a) The NFP shall ensure that all submissions, approvals, and compliance actions are executed through Flowhub, which serves as the authoritative system of record.
- (b) The NFP shall maintain secure credentials and enforce role-based access controls for authorised national users.

Acknowledgement

By accepting this designation, the NFP acknowledges and agrees to discharge the responsibilities set forth in this Terms of Reference and to comply with the MSPF and the Participation Agreement.

Annex 4 – MEL and Safeguards Compliance Checklist

(To be completed and updated quarterly by the National Focal Point (NFP) and submitted via Flowhub)

Section A: Administrative Details

A.1 Member State: [Insert Name]

A.2 Country Workplan Reference: MSPF / [Country Code] / [Year]

A.3 Reporting Period: [Quarter/Year]

A.4 Submitted by (NFP):

- Name: [●]
- Title: [●]
- Date: [●]

Section B: Environmental & Social Safeguards (ISS 2024)

| Requirement | Status | Evidence (Flowhub) | Reference | Remarks |
|--|----------|--------------------|-----------|---------|
| ESIA completed and approved (if applicable) | Yes / No | [Link] | | [●] |
| ESMP prepared and integrated into contracts | Yes / No | [Link] | | [●] |
| Labour Management Procedures (LMP) in place | Yes / No | [Link] | | [●] |
| Resettlement Action Plan (RAP) implemented (if applicable) | Yes / No | [Link] | | [●] |
| SEA/SH risk mitigation plan operational | Yes / No | [Link] | | [●] |
| Climate resilience measures integrated | Yes / No | [Link] | | [●] |

Section C: Stakeholder Engagement & Grievance (ESS10 Alignment)

| Requirement | Status | Evidence Reference (Flowhub) | Remarks |
|--|----------|------------------------------|---------|
| Stakeholder Engagement Plan (SEP) approved | Yes / No | [Link] | [●] |
| Number of consultations held this quarter | [●] | [Link] | [●] |
| Grievance mechanism operational | Yes / No | [Link] | [●] |
| # of grievances received | [●] | [Link] | [●] |
| % of grievances resolved within timeframe | [●]% | [Link] | [●] |



Section D: MEL Indicators

| Indicator | Baseline | Target | Current Value | Status |
|---|----------|--------|---------------|--------------------|
| % of activities with ESMP compliance | [●] | [●] | [●] | On Track / Delayed |
| Digital service adoption rate | [●] | [●] | [●] | On Track / Delayed |
| # of beneficiaries reached (gender-disaggregated) | [●] | [●] | [●] | On Track / Delayed |
| # of capacity-building sessions delivered | [●] | [●] | [●] | On Track / Delayed |

Section E: Data Protection & Cybersecurity

| Requirement | Status | Evidence Reference (Flowhub) | Remarks |
|--|----------|------------------------------|---------|
| Privacy notice published | Yes / No | [Link] | [●] |
| Consent records maintained | Yes / No | [Link] | [●] |
| MFA and RBAC implemented for Flowhub users | Yes / No | [Link] | [●] |

Section F: Risk & Incident Reporting

| Incident Type | Date Logged | Severity | Action Taken | Status |
|---------------|--------------|---------------------|--------------|------------------|
| SEA/SH | [DD/MM/YYYY] | High / Medium / Low | [●] | Closed / Pending |
| EHS | [DD/MM/YYYY] | High / Medium / Low | [●] | Closed / Pending |
| Data Breach | [DD/MM/YYYY] | High / Medium / Low | [●] | Closed / Pending |

Certification

I certify that the information provided in this checklist is accurate and complete to the best of my knowledge.

Name (NFP): _____

Signature: _____

Date: _____