



**KENYA TRADE NETWORK AGENCY (KENTRADE)**  
***Simplifying Trade Processes For Kenya's Competitiveness***

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**KTNA/APPT/ HR&A/12016/01**

**10<sup>th</sup> October 2016**

**Mr. Amos Simintei Wangora**  
Kenya Trade Network Agency  
1<sup>st</sup> Floor Embankment Plaza, Upper Hill  
P.O. BOX 36943-00200  
**NAIROBI**

Dear *Amos,*

**RE: LETTER OF APPOINTMENT**

Following your successful interview for the position of the Chief Executive Officer, the Board of Directors of Kenya Trade Network Agency is prepared to engage you in the services of Kenya Trade Network Agency on the following terms and conditions: -

**1. POSITION**

You will be engaged as the **Chief Executive Officer**

**2. REPORTING**

You will be responsible to the Board of Directors of the Kenya Trade Network Agency.

**3. DUTIES AND RESPONSIBILITIES**

As the Agency's Chief Executive Officer, you will be responsible for the implementation of the Board's decision in a results oriented and timely manner to achieve the Agency's goals, objectives and agreed performance targets. This will entail among others:-

- a) Carrying out the day to day business of the Corporation;
- b) Developing of and recommending to the Board the long term strategy, business plans, and annual operating budgets; and establishing proper internal monitoring and control systems and procedures;

- c) Coordinating and preparing business related proposals, reports and other submissions for consideration by the Board;
- d) Ensuring that there is effective communication between the management and the Board as well as between different levels of management;
- e) Providing leadership to the employees;
- f) Attending to personnel matters including organizational structures, appointments, welfare, training, industrial relations, separation and effective management succession plans;
- g) Ensuring continuous improvements in the quality and value of services and products provided by the Corporation;
- h) Ensuring continuous achievement of the Corporation's goals and objectives;
- i) Overseeing and ensuring implementation of corporate policies and programmes.
- j) Maintaining a conducive work environment for attracting, retaining and motivating employees;
- k) Fostering a corporate culture that promotes ethical practices and good corporate citizenship;
- l) Be the principal spokesperson of the Corporation;
- m) Ensuring compliance with the laws of the country;
- n) Any other responsibilities as may be necessary to achieve the Agency's objectives.

#### **4. PERFORMANCE MEASURES**

In addition to the duties and responsibilities detailed in this letter of appointment, the Board may give you other tasks from time to time including annual performance targets, and your performance will be reviewed and appraised regularly and documented in meetings of the Board.

#### **5. DURATION**

This contract of employment will be for **three years** and may be renewed for further final term with effect from **1<sup>st</sup> October 2016** and the Board reserves the right to terminate the contract prematurely depending on your performance.

#### **6. RENEWAL OF APPOINTMENT**

Should you wish to be reappointed in the same position, you will be required to make a written request to the Board, at least six (6) months before the expiry date of this contract.



## **7. PLACE OF WORK**

You will be based at the corporation's headquarters.

## **8. REMUNERATION**

You will be paid a basic salary of **Kshs. 495,000 (Four hundred and Ninety Five thousand only)** per month (subject to annual increments) housing allowance of **Kshs. 80,000 (eighty thousand only)** per month and other remunerative allowances totaling **Kshs. 100,000 (One Hundred Thousand only)** per month for the duration of the contract. Remuneration paid to you will be subject to taxation at such rates as may be determined by law from time to time.

## **9. PERFORMANCE RELATED AWARDS**

Depending on your performance appraisal by the Board and on its recommendation, and subject to the overall performance of the Agency including ability to meet the cost, you may be accorded a performance related award subject to approval by the Cabinet Secretary of the National Treasury in consultation with the State Corporations Advisory Committee. Any tasks agreed with the Board form part of this contract and will also form part of the elements on which assessment of Performance Awards will be based.

## **10. MEDICAL SCHEME**

You will be a member of the medical scheme of the Agency and you will be entitled to medical benefits as per the scheme rules.

## **11. OVERTIME**

As a Manager, you will not qualify for overtime payment or time off for extra hours worked including public holidays.

## **12. LEAVE**

You will be entitled to thirty (30) working days leave per calendar year. Leave will not be carried forward except with the written approval of the Board setting out the reason for carrying forward the leave days. Any leave not taken during the

leave year will be forfeited unless authority to carry forward the leave days due has been granted in writing by the Board.

### **13. LEAVE ALLOWANCE**

You will be entitled to a leave allowance of **Kshs 50,000 (fifty Thousand only)** or one-third of your basic salary whichever is less if you take more than half of your annual leave entitlement.

### **14. GRATUITY**

Upon successful completion of each contract term, you will qualify for a one-off Gratuity calculated at a rate of 31% of your annual basic salary. This gratuity is taxable. The gratuity shall not be paid if your separation from the Agency is due to gross misconduct as provided for in the Employment Act.

### **15. GROUP LIFE AND GROUP ACCIDENT INSURANCE SCHEME**

You will be eligible for membership in the Group Life and Group Accident Insurance Scheme of the Corporation.

### **16. OFFICIAL TRANSPORT**

You will be provided with official transport for use on official duties except when on leave when official transport shall not be provided to you.

### **17. MILEAGE CLAIM**

If official transport is unavailable a maximum of the current AA rates will apply when you use your personal or your spouse's vehicle for official duties of the Agency.

### **18. HOUSING**

You will comply with Government regulations governing occupation of government houses if you reside in a government owned house.

### **19. TELEPHONE SERVICE**

You will be entitled to telephone facilities in accordance with provisions of current circulars approved by the Cabinet Secretary in consultation with State Corporations Advisory Committee from time to time.



## **20. CLUB MEMBERSHIP**

The Agency will pay your club membership fees and membership will be restricted to only one club.

## **21. ACCOMODATION ALLOWANCE WITHIN KENYA**

You will be paid accommodation allowance for nights spent on official duty within Kenya away from your station at the prevailing rates approved by the Cabinet Secretary in consultation with the Salaries and Remuneration Commission from time to time.

## **22. SUBSISTENCE ALLOWANCE OUTSIDE KENYA**

You will be paid subsistence allowance for days spent on official duty outside Kenya at the prevailing rates approved by the Cabinet Secretary in consultation with the Salaries and Remuneration Commission from time to time.

## **23. DUTIES AND CODE OF CONDUCT**

During the tenure of your service with the Agency you will:

- a) Observe Agency's Rules and Regulations;
- b) Perform your duties diligently and faithfully;
- c) Perform any other duties given from time to time;
- d) Employ your time and attention and abilities to the services of the Agency as its Chief Executive Officer and employee.

## **24. CONFLICT OF INTEREST**

Except with the written consent of the Board, you shall not, either directly or indirectly during your service, engage or be concerned in any other service or business or receive any reward, commission or profit by virtue of your office other than as provided for in this letter of appointment.

You will be required to immediately disclose in writing to the Board all interests in any ventures, contracts, or arrangements which may conflict with the interests of the Agency or with the performance of your duties.

## **25. CONFIDENTIALITY**

You will not, during your engagement disclose any confidential matters of the Agency to anyone not authorized or entitled to receive them.

## **26. EMPLOYMENT LAWS AND STAFF RULES AND REGULATIONS**

You will also be subject to provisions of Employment Act (Cap 226 of the Laws of Kenya) and to the Agency's Staff Rules and Regulations (Code of Conduct) as issued and/or amended from time to time.

## **27. TERMINATION**

This contract may be terminated by either party giving a three months' prior notice, or on payment of three (3) months basic salary and house allowance only in lieu of such notice.

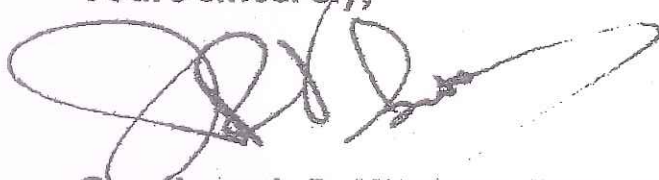
## **28. OBLIGATION**

This offer and your acceptance thereof will constitute a binding contract between you and Kenya Trade Network Agency. This contract supersedes all other agreements and/or arrangements hitherto entered into (if applicable) with you and the Agency.

## **29. ACCEPTANCE**

If you accept this offer and terms and conditions as stipulated herein, please sign the duplicate copy of this letter to signify your acceptance and return to the undersigned on or before **18th October 2016**.

Yours sincerely,

A handwritten signature in dark ink, appearing to be 'J. Kibwana', written over a large, loopy flourish.

**Gen. Joseph R. Kibwana (Ret.) EGH, CBS  
CHAIRMAN - KENTRADE BOARD OF DIRECTORS**

**ACCEPTANCE**

I, Amos WANGORA of National ID No 10402073 and P.O.  
Box 61821-00200 NAIROBI hereby accept the above offer as per the  
terms and conditions stipulated herein.

Signed: 

Date 11/11/2016