

**Best Company to Work For Survey 2014  
Participant Terms and Conditions**  
(“the / this Undertaking”)

**1. Definitions**

In this Undertaking the following terms have the following meanings: “**Commencement Date**” means the last date of signature of this Undertaking by the Participant; “**Deloitte**” means Deloitte & Touche with its registered place of business Deloitte Place, Waiyaki, Muthangari, Nairobi, Kenya; “**Deloitte SA**” means Deloitte Consulting (Pty) Ltd the exclusive developer and proprietor of the Survey and Confidential Information developed by Deloitte SA in connection therewith; “**Confidential Information**” means all the information provided to the Participant with respect to participation in the Survey and includes the methodology prepared for the Survey, employer and employee questionnaire, all information related to any issue contemplated in clause 9.3 below, all other marketing and business information generally and other materials of whatsoever description used in the Survey in which Deloitte SA holds exclusive intellectual proprietary rights and/or has an interest in ensuring is kept confidential; “**Fee**” means the fee payable by the Participant for participation in the Survey as stipulated by Deloitte ; “**Participant**” means the company which is signatory to this Undertaking; “**Personal Information**” shall mean information relating to an identifiable, living natural person and where applicable, an identifiable, existing juristic person; “**Survey**” means the “Best Company to Work For Survey” initiated, developed and conducted by Deloitte SA; “**Territory**” means Kenya and “**Party/Parties**” means the parties to this Undertaking being Deloitte and the Participant;

**2. Preamble**

2.1 Deloitte SA has licensed Deloitte to conduct the Survey in the Territory. Deloitte SA will be engaged by Deloitte in conducting the Survey in the Territory. Notwithstanding this it is understood and agreed that the Participant is contracting with Deloitte.

2.2 The Participant agrees that none of the entities that are members of Deloitte Touche Tohmatsu Limited (except Deloitte as referenced in this Undertaking) will have any liability to the Participant and that the Participant will not bring any claim or proceedings of any nature in any way in respect of or in connection with this Undertaking or the Survey against any of the entities that are members of Deloitte Touche Tohmatsu Limited. Accordingly Deloitte SA will have no liability to the Participant in terms of this Undertaking or participation in the Survey.

**3. Fee**

3.1 The Participant shall pay Deloitte the Fee for participating in the Survey, which shall become due and payable upon Deloitte delivering to the Participant an invoice for payment thereof. The Fee is determined according to company size and elected participation options at the scale and rate as published in the survey methodology.

3.2 Should the Participant, after receiving the input pack to be provided by Deloitte, decide not to participate in the Survey then, in such circumstances, the Participant will not be entitled to a refund of the Fee or any part thereof.

3.3 The Participant warrants that all information supplied by the Participant to Deloitte pursuant to this Undertaking is accurate and complete and can be relied on by Deloitte for purposes related to the Survey and this Undertaking.

**4. Undertaking by Deloitte Consulting (Pty) Ltd**

4.1 Deloitte undertakes to maintain secret and confidential, at all times including during and after the Survey, all information received from the Participant in connection with the Survey.

4.2 Should the Participant be judged the winner of the Survey at any level and in any category, Deloitte will only share all scores through which the placement of the Participant as such winner with other participants in the Survey and such other participants will be advised that such scores may only be used for comparative purposes.

**5. Title to confidential information**

The Participant acknowledges that all right, title and interest in and to the Confidential Information vests with Deloitte SA and that it has no claim of any nature in and to the Confidential Information.

**6. Data Protection**

6.1 In order to comply with the obligations imposed on Deloitte in terms of this Undertaking and to comply with the intent of the Survey, either Party may need to provide, collect, use, store or process Personal Information of the other Party. Each Party hereby authorises such collection, use, storage and processing where the need arises.

6.2 Each Party shall only provide, collect, use, store or process Personal Information:

6.2.1 in compliance with the applicable privacy and data protection legislation;

6.2.2 as is necessary for the purposes of this Undertaking; and

6.2.3 in accordance with the lawful and reasonable instructions of the Party providing the Personal Information.

6.3 Both Parties shall comply with the security and information protection obligations equivalent to those imposed on them in terms of the applicable privacy and data protection legislation, and failing such legislation, they shall take, implement and maintain all such technical and organisational security procedures and measures necessary or appropriate to preserve the security and confidentiality of the Personal Information in its possession and to protect such Personal Information against unauthorised or unlawful disclosure, access or processing, accidental loss, destruction or damage.

**7. Non-disclosure of Confidential Information**

7.1 The Participant undertakes to maintain the confidentiality of any Confidential Information before, during and after the life cycle of the Survey. The Participant will not divulge or permit to be divulged to any person any aspect of such Confidential Information otherwise than may be allowed in terms of this Undertaking.

7.2 The Participant shall take all such steps as may be reasonably necessary to prevent any unauthorised person using or gaining access to the Confidential Information.

7.3 The Participant shall not use or disclose or attempt to use or disclose the Confidential Information for any purpose other than for purposes of participating in the Survey.

7.4 The non-disclosure of the Confidential Information as set out in this Undertaking shall bind and apply to employees, agents or officers of the Participant.

7.5 It is understood and agreed that any data or information provided by or on behalf of the Participant as part of this Survey may be used by Deloitte SA in connection with this Survey, other studies, or analyses performed by Deloitte SA or in connection with the Survey. It is understood and agreed that the Survey and the Survey results are the proprietary property of Deloitte SA. It is understood and agreed that such data or information may be disclosed by Deloitte SA to related entities or other third parties including, without limitation, in publications, in connection with the Survey or such studies, analyses or services, provided that such data or information does not contain any information that identifies the Participant or associates the Participant with the responses provided in the Survey. It is understood that disclosure of such information may be required by law, in such Deloitte will endeavor to notify the Participant.

**8. Duration**

The provisions of this Undertaking shall survive termination of the Undertaking and remain in force indefinitely.

**9. Undertaking by the Participant**

9.1 Should the Participant be judged the winner of the Survey at any level and in any category, the Participant undertakes to incorporate, in all subsequent publicity material and/or other media marketing material making reference to the Participant’s status as a winner in terms of the Survey, the logos of the Survey as supplied and directed by Deloitte.

9.2 Notwithstanding the provisions of 9.1 above, any Participant that engages in any publicity and/or media marketing material of itself as a Participant in the Survey, undertakes to incorporate in all such publicity and/or media marketing material (including the logos of the Survey) therein.

9.3 Any and all decisions by Deloitte as to the evaluation of data relating to the Participant, and any and all decisions by Deloitte to the ranking of the Participant, shall be final. This clause 9.3 shall survive termination of the Undertaking.

9.4 In the event that the Participant is audited by or likely to become an audit client of any Deloitte, Touche and Tohmatsu member firm, the Participant undertakes to obtain, and provide to Deloitte on request and in the form required by Deloitte, confirmation that the approval of the audit committee of the Participant and its holding company (and its group and subsidiaries if Deloitte requests this) that the Participant may participate in the Survey.

9.5 Participant undertakes to comply with all documents, including confidential information related to the Survey.

**10. Disclaimer**

10.1 It is understood and agreed that the Survey may result in the Participant requiring advice and recommendations. All advice and recommendation and any decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Participant.

10.2 Feedback presentation and/or other deliverables associated with the Survey are supplied on the basis that they are for the sole internal use of the Participant and for the exclusive purpose set out therein. Deloitte shall not be liable for any loss, damages, costs or expenses directly or indirectly incurred by any party other than the Participant (as governed and stated in these terms and conditions), who may rely upon the feedback presentation and/or other deliverables associated with the Survey for whatsoever reason.

10.3 Any advice, recommendation, report, certificate, schedule or other deliverable arising from or in connection with the Survey under these terms and conditions will be for the sole use of the Participant. No person other than the Participant shall be entitled to make use of any deliverable, unless this has been agreed in writing between the Parties, in advance, and subject to terms agreed between the Parties.

10.4 Any such advice, recommendation, report, certificate, schedule or other deliverable is based on the particular facts and circumstances of the Participant at a particular point in time and that which has been made available to Deloitte. Consequently, such advice, recommendation, report, certificate, schedule or other deliverable may well not be relevant to another party or at a different time and under different circumstances. Deloitte does not warrant or guarantee that there will be no change to relevant facts and circumstances in the future or that future events or outcomes will (or will not) transpire.

10.5 Copies of deliverables may be made available to the Participant’s advisors provided that they are to be used by the advisors solely for the purposes stated in such advice, report, certificate, schedule or other deliverable, and provided that the advisors are made aware of these terms and conditions.

10.6 With the exception of the clause above, copies of deliverables, in whole or in part, may not be made available to any other party without the prior express written consent of Deloitte, which consent may be given or withheld at its absolute discretion, and which may be subject to terms and conditions which Deloitte in its sole discretion may determine.

10.7 The Participant indemnifies Deloitte against any claim by any third party arising from a copy of any report, certificate, schedule or other deliverable which the third party received from the Participant, its personnel, or its advisors.

10.8 The Participant may not transfer, in whole or in part, its rights in the deliverables without the prior written consent of Deloitte, which consent may be given or withheld at its absolute discretion, and which may be subject to terms and conditions which Deloitte in its sole discretion may determine.

10.9 The provisions of this clause shall survive termination of these terms and conditions, and continue to bind the Parties.

**11. General**

11.1 The Participant agrees to be bound by the decision of Deloitte as to which category of the Survey it will participate and be evaluated in and, without limiting the generality of the foregoing statement, no Participant will be entitled to participate in the category “Financial Services - Banks” without such Participant being registered as a Bank in terms of the Banking Act Chapter 488, as amended.

11.2 This Undertaking constitutes the whole and only agreement between the Parties relating to the subject matter in question.

11.3 No amendment, variation or consensual cancellation of this Undertaking, including settlement of any disputes arising under this Undertaking shall be binding unless recorded in writing and signed by the Parties.

11.4 The total liability of Deloitte, arising directly or indirectly from this Undertaking and/or the Survey, shall not exceed, in aggregate, the Fee paid by the Participant in question.

11.5 All intellectual property rights related to the Survey are exclusively owned by Deloitte SA.

11.6 Deloitte reserves its right to advise the Participant on the survey options and to provide the Participant with the necessary information to assist the Participant in making an informed choice.

11.7 This Undertaking is governed by the laws of Kenya

11.8 In the event of there being any conflict between the terms of this Undertaking and the terms of the undertaking signed by the Participant related to multi- year or virtual participation in the Survey, the terms of the latter document shall govern.

**Best Company to Work For Survey**

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# Best Company to Work For Survey 2014

## Lead and Develop



Application Form

## Participant Information

<b>Registered Name of Company in full:</b>	

*(The company name provided will be used on all correspondence and multimedia during the Best Company to Work For 2014 Survey process)*

Company Pin:	Total number of permanent employees: <i>(To include all fixed term contractors employed for longer than 12 months)</i>	
VAT Registration Number:		
Local Purchase Order (LPO) number:		

I wish to enter the above company in the Best Company to Work For Survey 2014 conducted by Deloitte Consulting (Pty) Ltd. I have read and understood the conditions of the entry overleaf.

Name:	Designation <i>(Please tick)</i>	CEO		MD	
Signature:	E-mail:	Date:			

HR Director:	Tel:	E-mail:
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Survey Co-ordinator:	Designation:
Tel: <i>(Switchboard)</i>	Direct Line:
E-mail:	Fax:      Company Website:

Postal Address:	Physical Address:

Is the company that you are entering currently listed on the NSE?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Have you participated in this or other surveys before?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
Name of survey:				
Date (s) of participation:				

Information Technology Contact: <i>(For electronic submission of questionnaires)</i>	
Name:	
Designation:	
Direct line:	E-mail:

## Participation Method

*(Please tick)*

<input type="checkbox"/>	Paper based	<input type="checkbox"/>	Electronic (Web collection)	<input type="checkbox"/>	Combination of paper based and electronic
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All employee questionnaires are available in English only

<input type="checkbox"/>	English
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## Survey Participation Fees

*(Please tick)*

No. of Employees	Fee Excl. VAT
Less than 500	Ksh 340 000
501 – 1 000	Ksh 390 000
> 1 001	Ksh 490 000

### Business Unit Segmentation

*(Please tick)*

<input type="checkbox"/>	Ksh 50 000 per Business Unit will be charged for over and above the standard participation fee. This cost will be incurred annually.
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### Survey Participation Options

#### Survey Participation Options

*(Please tick)*

<input type="checkbox"/>	<p><b>1. Standard Survey Participation</b></p> <p>The standard participation option includes analysis of all the demographic categories listed below:</p> <ul style="list-style-type: none"> <li>• Job Level / grade</li> <li>• Gender</li> <li>• Age</li> <li>• Tenure (length of service)</li> </ul>
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<input type="checkbox"/>	<p><b>2. Virtual Survey Participation</b></p> <p>This option follows the same process and provides the same feedback as Standard participation; the only difference is that a virtual participant elects to be "anonymous" to all other participants: they do not receive any ranking that is reported in the public domain, and are therefore not eligible to be recognised as the Best Company to Work For in any of the Size or Industry Categories at National or Southern African regional levels.</p>
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**Additional analysis required outside the scope of the survey will be charge accordingly. This analysis will only be possible where the required data segmentation is available. For information on costs please contact the Deloitte survey co-ordinator.**

## Feedback Presentation

*(Please tick)*

<input type="checkbox"/>	Standard feedback presentation <i>(no charge)</i>
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## Please Return this Document to

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