Business is facing a number of challenges as set out in the analysis of fourteen Sub-Saharan African jurisdictions below. This raises key issues which are pertinent across all jurisdictions.

**CRISIS AND REPUTATION MANAGEMENT**

The pandemic has caused significant operational and public disruption with many contractual obligations potentially omitted or partially met. Supply chains may be disrupted and financial distress may lead to defaults in performance. The contractual and common law principles of force majeure and supervening impossibility may impact contractual obligations. Some measures may require one or both parties from performance of the contract, due to circumstances beyond the reasonable control of the party concerned. Supervening impossibility arises if a party is prevented from performing by circumstances which are not unforeseeable accident. The standard as to what constitutes force majeure or supervening impossibility is impacted by public policy and equity considerations, and will differ per jurisdiction, heightening the need for careful consideration of all relevant factors, the relevant facts and legal principles when assessing this issue.

Care must also be taken when interacting with counterparties that are reporting difficulties performing their contractual obligations to ensure that you do not make promises or provide assurance that could later be argued to amount to a variation of contract or a waiver of rights.

**CONTRACTUAL OBLIGATIONS**

Businesses are assessing the adequacy of their insurance coverage in light of the pandemic. Disputes may arise as to whether an insurance policy covers losses suffered during the COVID-19 pandemic, such as by reason of border control or transport disruption or even disruption of business due to illness or quarantine of employees. Some insurance policies exclude losses caused directly or indirectly by an epidemic, but a careful analysis is required to check whether and what an exclusionary clause is indeed triggered.

**INSURANCE**

Businesses are assessing the adequacy of their insurance coverage in light of the pandemic. Disputes may arise as to whether an insurance policy covers losses suffered during the COVID-19 pandemic, such as by reason of border control or transport disruption or even disruption of business due to illness or quarantine of employees. Some insurance policies exclude losses caused directly or indirectly by an epidemic, but a careful analysis is required to check whether and what an exclusionary clause is indeed triggered.

**EMPLOYMENT**

Across the continent businesses should balance their obligations and rights as employers. Whether business is subject to disruptions or a complete shut down, employers may need to implement a policy or protocol to manage COVID-19 in the workplace. In each jurisdiction in which you have employees, you may need to consider the following questions:

- Are employees entitled to paid leave during lockdown?
- What are the limitations to the "no-work-no-pay" principle?
- What special steps must be taken by employers who can continue operating during the lockdown?
- What steps can the employer take to support seconded employees in other jurisdictions?
- Can the employer require an employee to undergo a test for COVID-19?