

Qualification of Team Leader

This document and its attachments provide proof that Vladimir Braun fully meets requirements for Team Leader as stipulated in TENDER NOTICE regarding the purchase of consultancy services within the Local Suppliers Development Program, CPV code 79400000-8, Lot.1

3 years of experience in consulting and developing SMEs, of which 2 years of experience in countries with transition economies;

I have 20 years of experience as business consultant primarily focused on SMEs development in Czech Republic, which was considered a transition economy and is counted among developed countries now. He has also delivered more than 500 mandays in other transient countries like Slovakia, Serbia, Croatia, North Macedonia, Kazakhstan, Russia or Slovenia.

Attached contracts confirm, that Vladimir Braun delivered consulting services in transient economies related to development of SMEs.

1. HANIL E-HVA AUTOMOTIVE SLOVAKIA s.r.o. – services provide in preparation for EFQM assessment in 2015 and 2016
2. Contract for International Development Ireland to conduct EFQM based training of assessors for SDP in Serbia. Work has been conducted in 2010
3. Contract for Savvy Business Ltd. for work as Key Expert in SDP Kazakhstan in 2019 and 2020
4. Contract for Public Policy Secretariat in Serbia for work related to SDP in 2019
5. World Bank Appointment Letter as International EFQM assessor and related ToR for project in North Macedonia

Master degree or equivalent level;

Vladimir Braun obtained his Master of Science degree in Electrical Power Engineering at Czech Technical University in Prague in 1985. Czech equivalent title is Ing. Link to University web page http://www.fel.cvut.cz/en/education/bk_peo/pruchody/pr707328636605.html

6. Copy of Diploma is attached

Proven experience as a project manager of the consultancy team responsible for managing at least two projects with a budget of at least EUR 150 thousand each;

I hereby self-declare that I have managed KPMG team, which developed assessment methodology and performed assessments of suppliers during first and second Supplied Development Programmes in Czech Republic. KPMG budgets, managed by Vladimir Braun, were more than 0,3 million EURs for first programme and 0,5 million EURs for second programme. If needed I can provide indirect evidence in form of project meeting minutes, wording for invoicing including invoiced amount in EUR, etc. That I managed these projects can be confirmed by Mr.Vit Svajcr who was head of supplier department at government

agency CzechInvest, which administered SDPs. Mr.Svajcr is semiretired now and his contact details will be provided upon request.

Proven participation as a project manager in consulting projects implemented in other countries;

I hereby self-declare and confirm that I have acted as project manager in consulting projects in Czech Republic and in Slovakia and as Key expert in projects in Serbia or Kazakhstan. In general I personally manage all projects delivered by my company Business Excellence CONSULTING s.r.o. in cases where the Company has contract with final client. Examples of such contracts were provided for HANIL E-HVA AUTOMOTIVE SLOVAKIA s.r.o., Public Policy Secretariat in Serbia or Hyundai Motor Manufacturing Czech (the last contract is attached to Qualification of the Company.

I have also been appointed Project Manager of SDP and other projects at KPMG and acted as project manager at Procter&Gamble, for example I managed project of inventory reporting for CEE countries.

Possession of the EFQM (assessor, certified consultant) qualification is an advantage.

I have been trained as EFQM assessor for the first time in 2002 and regularly updates that qualification to keep it current ever since, he became trainer of EFQM assessors in 2011 and listed at EFQM web site as Certified Trainer <https://www.efqm.org/index.php/efqm-partners/certified-training-organisations/> and Certified Advisor <https://www.efqm.org/index.php/efqm-partners/certified-advisor-organisations/> .

I am also EFQM Validator and Innovation Assessor

Attached certificates are:

7. EFQM Foundation Training
8. EFQM Certified Assessor Transformation Course
9. EFQM Assessor Training
10. EFQM Validator Training
11. EFQM Innovation Assessor Training

I hereby declare that all information in this document are true and accurate.

Vladimir Braun



Prague 17.7.2020

SMLOUVA O POSKYTOVÁNÍ PORADENSKÝCH SLUŽEB

uzavřená dle § 1746 odst. 2 zákona č. 89/2012 Sb., občanský zákoník, ve znění pozdějších
předpisů, mezi těmito smluvními stranami:

HANIL E-HWA AUTOMOTIVE SLOVAKIA, s. r. o.

se sídlem: Areál ZTS č. 924

IČ: 36 347 684

DIČ: SK2022065221

zastoupená: Keun Sik Kim

(dále jen objednatel)

a

Business Excellence CONSULTING s.r.o.

se sídlem: Nedašovská 332, 155 21 Praha 5

IČ: 274 27 234

DIČ: CZ27427234

zastoupená: Ing. Vladimírem Braunem - jednatelem společnosti

bankovní spojení: ČSOB

číslo účtu: 202127384/0300

BIC: CEKOCZPP,

IBAN: CZ94 0300 0000 0002 0212 7384

(dále jen poskytovatel)

I. Předmět smlouvy

1.

Touto smlouvou smluvní strany upravují svá vzájemná práva a povinnosti pro poskytování služeb poskytovatelem specifikovaných níže v čl. II této smlouvy.

2.

Touto smlouvou se poskytovatel zavazuje poskytnout objednateli objednané služby a objednatel se zavazuje za poskytnuté služby zaplatit sjednanou úplatu dle čl. III. této smlouvy ve sjednané době.

3.

Poskytovatel prohlašuje, že je k činnostem, které jsou předmětem této smlouvy, plně oprávněn dle platných právních předpisů.

II.

Specifikace služeb poskytovatele

1.

Tato smlouva se uzavírá za účelem poskytnutí poradenské podpory při přípravě objednatele na účast v ocenění Recognized for Excellence (R4E) EFQM.

2.

Poskytovatel se zavazuje poskytovat následující služby:

- Prostudování stávající podkladové zprávy firmy použité pro účast v Narodnej Cene SR za kvalitu 2014
- Vedení rozhovorů s vybranými pracovníky nebo týmy firmy v rozsahu tří dnů na místě
- Zpracování Mapy předpokladů a výsledků v požadované struktuře a v anglickém jazyce do „EFQM Management dokumentu“ na základě informací získaných z předešlých dvou činností
- Obsahovou korekturu základních informací o firmě v „Management dokumentu EFQM“ z hlediska srozumitelnosti a relevantnosti informací

3. Volitelně, na výslovné vyžádání objednatele, budou provedeny následující práce:

- a) Vedení workshopu s interním týmem objednatele v rozsahu 4 až 8 hodin, nad zjištěními ze zpětné (hodnotící) zprávy z Narodnej Ceny SR s cílem definovat postupy pro co největší zlepšení hodnocení zlepšením vybraných oblastí. Výsledkem bude seznam kroků a postupů, případně změn v již probíhajících projektech, tak aby bylo dosaženo co největších zlepšení před hodnocením R4E.
- b) Příprava pracovníků vybraných pro rozhovory s hodnotiteli na tyto rozhovory, představení způsobu hodnocení RADAR a jak nejlépe strukturovat odpovědi. Příprava bude provedena v průběhu jednoho dne, dle dohody skupinově nebo pro vybrané pracovníky i individuálně.

4. Harmonogram prací:

- a) Práce dle odstavce 2 budou provedeny dle dohodnutého harmonogramu tak, aby „Management dokument EFQM“ byl připraven k odeslání EFQM nejméně dva měsíce před dohodnutým termínem hodnocení R4E. Konkrétní termíny tří dnů rozhovorů na místě budou dohodnuty s dostatečným předstihem.
- b) Pokud si objednatel vyžádá workshop dle odstavce 3.a) bude tento proveden v nejbližším možném termínu po podpisu smlouvy
- c) Pokud si objednatel vyžádá přípravu dle odstavce 3.b) bude tato provedena v dohodnutém termínu v době, kdy budou známi pracovníci vybraní pro rozhovory s hodnotiteli.

III.

Odměna, náklady a platební podmínky

1.

2.

K výše specifikované odměně bude účtována daň z přidané hodnoty dle platných právních předpisů.

3.

Poskytovatel vystaví na platby fakturu s náležitostmi daňového dokladu vždy po dodání služeb dle článku II., odstavce 2., a odstavců 3.a) a 3.b) pokud budou využity (celkem maximálně tři faktury). Splatnost faktury vystavené poskytovatelem je dvacet jedna 21 dnů od data jejího doručení objednateli. V případě, že splatnost faktury připadne na den pracovního klidu nebo na den pracovního volna, bude se za den splatnosti považovat nejbližší následující pracovní den.

4.

Platební povinnosti objednatele plynoucí z této smlouvy jsou splněny dnem připsání odměny ve prospěch účtu poskytovatele.

5.

V případě, že faktura – daňový doklad nebude mít náležitosti daňového dokladu dle platných právních předpisů nebo nebude vystavena v souladu s ustanoveními této smlouvy, je objednatel oprávněn ji neprodleně zaslat poskytovateli zpět k provedení opravy nebo úpravy a objednatel v takovém případě není v prodlení s provedením úhrady požadované platby. Poskytovatel se zavazuje opravit nebo upravit fakturu - daňový doklad dle požadavků objednatele a zaslat ji s novým datem vystavení a údajem splatnosti objednateli.

6.

V případě, že objednatel bude v prodlení s platbou faktur, tak je poskytovatel oprávněn účtovat úrok z prodlení ve výši 0,05% z dlužné sumy za každý den prodlení.

IV.

Trvání a ukončení této smlouvy

1.

Tato smlouva je uzavřena na dobu do 31.3.2016

2.

Tuto smlouvu může poskytovatel vypovědět z důvodu prodlení objednatele s úhradou faktur, a to jestliže trvá po dobu nejméně 14 dnů po lhůtě splatnosti. Výpovědní lhůta je jedno měsíční a počíná běžet 1. dne měsíce následujícího po doručení písemné výpovědi druhé straně.

3.

V případě neplnění povinností poskytovatele dle této smlouvy, je objednatel oprávněn tuto smlouvu vypovědět písemnou výpovědí zaslanou k rukám poskytovatele. Výpovědní doba trvá jeden měsíc a počíná běžet 1. dne měsíce následujícího po doručení této písemné výpovědi druhé straně.

Handwritten signature

4.

Odstoupit od smlouvy mohou smluvní strany v případě, že druhá smluvní strana podstatným způsobem a opakovaně porušila svou povinnost, i přes písemnou výzvu k řádnému plnění, a ani v dodatečné lhůtě v trvání nejméně 3 pracovních dnů tuto svou povinnost nesplnila bez udání důvodu, nebo je-li zřejmé, že svou povinnost nesplní.

V.

Závazky smluvních stran

1.

Poskytovatel při poskytování služeb vyvine odpovídající úsilí tak, aby splnil včas a kvalitně dohodnuté úkoly v termínech požadovaných objednatelem.

2.

Objednatel se zavazuje, že poskytne poskytovateli potřebnou součinnost, zejména:

- Určí kontaktní osobu pro komunikaci
- Poskytne podkladovou zprávu z NCSR předem k prostudování
- Vybere vhodné pracovníky k rozhovorům a zajistí jejich účast během dohodnutých tří dnů, bude se jednat o tři dny v řadě za sebou.
- Poskytne informace o výsledcích minimálně ve stejném rozsahu jako v podkladové zprávě pro NCSR doplněné o výsledky roku 2014
- Zpracuje kapitolu základních informací Management dokumentu EFQM v anglickém jazyce

3.

Poskytovatel bude mít přístup k zaměstnancům objednatele včetně vedoucích zaměstnanců a na pracoviště objednatele v přiměřenou dobu podle rozsahu a zaměření služeb a to podle pravidel dohodnutých mezi objednatelem a poskytovatelem.

VI.

Ochrana informací

1.

Poskytovatel bere na vědomí, že objednatel je majitelem informací obchodní, ekonomické, výrobní, technické i netechnické, organizační a personální povahy, které mají alespoň potenciální, materiální i nemateriální hodnotu a nejsou v obchodních kruzích běžně dostupné. Konstatuje se, že objednatel tyto informace utajuje a toto utajení zajišťuje prostředky, se kterými poskytovatele seznámí.

2.

Poskytovatel se zavazuje dodržovat pokyny objednatele směřující k zajištění utajení informací.

3.

Informace jsou chráněny bez ohledu na médium, na kterém jsou přenášeny.

4.

Objednatel má výlučné právo informacemi nakládat. Objednatel má výlučné právo nakládat veškerými výsledky poskytnutých služeb, tj. rovněž obsahem veškerých dokumentů vytvořených v rámci této smlouvy poskytovatelem, včetně jejich převodu na třetí osobu.

Poskytovatel se zavazuje, že informace, se kterými se seznámí, použije výhradně v případech a k účelu, pro který byl s nimi seznámen, a to vždy v souladu s jemu známými zájmy objednatele a pouze ve styku se zaměstnanci objednatele.

5.

Poskytovatel se zavazuje nepřístupnit informace třetím osobám, ani je nepoužít při styku se třetími osobami, pokud k tomu nezíská předchozí písemný souhlas objednatele.

VII.

Ustanovení závěrečná

1.

Tato smlouva je platná a účinná dnem jejího podpisu oběma smluvními stranami.

2.

Jakékoli změny a doplnění této smlouvy, vyjma případů, kdy tato smlouva stanoví jinak, musí být provedeny písemným číslovaným dodatkem k této smlouvě.

3.

Veškeré právní úkony vedoucí k ukončení této smlouvy, musí být provedeny písemnou formou.

4.

Smluvní strany prohlašují, že jim není známa žádná skutečnost, pro kterou by tuto smlouvu neměly uzavřít, a není jim známo, že by některé z práv či povinností, jež tato smlouva upravuje nebo na nichž je založena, ke dni podpisu této smlouvy neexistovalo.

5.

Práva a povinnosti smluvních stran z této smlouvy přecházejí na jejich právní nástupce.

6.

Případný zánik této smlouvy s účinky ex tunc se nedotýká povinností k úhradě smluvní pokuty nebo sankčního úroku, pokud jsou sjednány.

7.

Tato smlouva je vyhotovena ve dvou identických vyhotoveních, každé s platností originálu. Každá smluvní strana obdrží po jednom vyhotovení.

8.

Strany této smlouvy se zavazují dodržet důvěrnost veškerých údajů, dat a informací, které si poskytly při jednání o uzavření této smlouvy.

9.

Tato smlouva je vyhotovena v jazyce českém. V případě vyhotovení jiných jazykových verzí má česká jazyková verze prioritu.

10.

Tato smlouva je vyhotovena a řídí se ustanoveními platných právních předpisů českého právního řádu.

11.

Smluvní strany se tímto zavazují jednat a urovnat případné konflikty prostředky kompromisu, jednání svých oprávněných zástupců nebo statutárních orgánů.

12.

Bude-li některé z ustanovení této smlouvy nebo jeho část prohlášeno za neplatné nebo se stane nevynutitelným, nemá tato neplatnost vliv na platnost nebo vynutitelnost ostatních ustanovení této smlouvy, lze-li je oddělit. Smluvní strany se zavazují bez zbytečného odkladu taková ustanovení nebo jejich části nahradit novým ustanovením, které je významově a svým účelem shodné s neplatným nebo nevynutitelným ustanovením nebo jeho částí.

13.

Účastníci této smlouvy shodně prohlašují, že tuto Smlouvu sepsali po vzájemných jednáních, že vyjadřuje plně obsah jejich ujednání a že jsou si vědomi právních následků této smlouvy.

14.

Účastníci této smlouvy prohlašují, že tato smlouva byla uzavřena svobodně a vážně, dále prohlašují, že se s obsahem této smlouvy seznámili, obsahu porozuměli, souhlasí s ním a na důkaz toho jejich vlastnoruční podpisy:

Za objednatele:



CEO Keun Sik Kim

Za poskytovatele:



jednatel

V Bystřici dne2015

V Praze 19.6.2015
V dne2015



INTERNATIONAL DEVELOPMENT IRELAND LTD

Wilton Park House, Wilton Place, Dublin 2, Ireland

Tel: 353 1 662 55 55 Fax: 353 1 662 31 33

E-mail: idi@dublin.idi.ie <http://www.idi.ie>

CONSULTANCY CONTRACT

Name: "Business Excellence CONSULTING s.r.o."

Date: 15th March, 2010

Re: EU funded project "Support to Enterprise Competitiveness and Export Promotion" – Republic of Serbia (EuropeAid/127273/C/SER/RS)

Dear Mr. Braun,

Further to the recent discussions on the above project I am now confirming our agreement on this assignment by way of this letter of contract.

PARTIES:

A. "International Development Ireland Limited" ("IDI") having its registered offices at: Wilton Park House, Wilton Place, Dublin 2.

B. "The Consultant", "Business Excellence CONSULTING s.r.o" (Mr Vladimir Braun)

(i) The Consultant has certain skills and abilities which may be useful to IDI from time to time.

(ii) The Consultant is an independent contractor willing to provide services to IDI as set out below.

It is agreed that:

1. IDI engages the Consultant to provide consultancy services to IDI relating to and on foot of the contract entered into between IDI and the EC Delegation in Serbia (hereinafter referred to as the "Client") and the Consultant agrees to provide such services on the terms and conditions set out below.
2. Your position is that of an EFQM Mentor which involves supporting and training the assessors on the job, mentoring and supporting them and offering guidance in the weekly calibration meetings.
3. Your overall terms of reference have been discussed with you and a detailed Terms of Reference is attached at Annex A.
4. You will report as appropriate to the Team Leader-Andrzej Schafemaker, the Supplier Development Expert-John Varney and the Project Manager-Konrad Nierubiec assigned for that project.
5. **Duration and Location**
During the assignment you will be required to be based in Serbia and your contract duration will be from March – May (2010) (20 working days in total undertaken in two separate missions). Travel days are non-payable and cannot be included in the 20 working days.

Directors: D. Spring (Chairman), R. Deignan,
T. Bowe

Registered Offices: International Development Ireland
Wilton Park House, Wilton Place, Dublin 2
Registered in Ireland No. 139796



INTERNATIONAL DEVELOPMENT IRELAND LTD

Wilton Park House, Wilton Place, Dublin 2, Ireland

Tel: 353 1 662 55 55 Fax: 353 1 662 31 33

E-mail: info@idi.ie <http://www.idi.ie>

6. Financial Terms

6.1 Fees - IDI will pay

6.2 Other costs - II

international travelling (flights and airport transfers) - IDI will pay for receipts/invoices/bills.

It is a condition of this contract that the Consultant is responsible for his own tax affairs. He has responsibility for any liability for taxes, pensions, health or other social charges, which might arise out of this contract and IDI has no liability in this regard.

6.2 Method of Payment

The method of payment will be as follows:

- Fees and reimbursed expenses will be paid on completion of each assignment and on submission of acceptable deliverables / inputs to the Team Leader and the Supplier Development Expert and the Consultant's invoice with signed and approved timesheets to IDI.
- All bank charges in relation to transfers and/or overseas conversions will be for the Consultant's account.

7. Insurance & Health

The Consultant will be covered by IDI's Group Travel Insurance Policy, which includes Accident and Travel Insurance cover whilst you are engaged in providing services as a Consultant. A summary of the provisions of the Policy is attached and a copy of the full policy is available for your inspection. Please read this summary with care.

The Consultant's signature on this Contract should be taken as acceptance of the insurance cover provided. Any queries relating to this policy should be directed to IDI.

The Consultant acceptance of this Contract constitutes a Covenant by them that there are no current medical or health reasons why they should not perform the services required under this Contract.

Since this assignment is overseas, we recommend that the Consultant consults their GP for any medical advice. It is a condition of this assignment that the Consultant advises IDI of any known medical condition that could affect the discharge of their duties under the assignment.

It is agreed that the Consultant will maintain their full existing health insurance cover and that in the event of medical treatment being required his personal cover will be utilised to the maximum extent that is available before any supplemental cover is requested under the IDI group scheme. Evidence of the maintenance of health insurance cover will be required and is a condition of cover under the IDI group scheme.



INTERNATIONAL DEVELOPMENT IRELAND LTD

Wilton Park House, Wilton Place, Dublin 2, Ireland

Tel: 353 1 662 55 55 Fax: 353 1 662 31 33

E-mail: idi@dublin.idi.ie <http://www.idi.ie>

9. **Confidentiality**

It is a condition of this contract that the Consultant keeps confidential all matters relating to this contract, the Client affairs and the project itself at all times during and after the completion of this contract. The processes and intellectual property of IDI remain its property and may not be made available to third parties without its written approval.

10. **Professionalism and Integrity**

The Consultant agrees to provide the services with reasonable skill and care and in accordance with the highest standards of competence and integrity (avoiding all and any forms of corrupt or fraudulent practices); any such practices will constitute a serious breach of this contract and will result in immediate termination and possible suit for damages.

11. **Non-Fulfillment**

In the case of non-fulfilment of any Clause of this Contract, or in the case of the standard of the Consultant's work being unacceptable either to the Client or the Company, the Contract and your engagement as Consultant will terminate immediately, without notice or payment in lieu thereof.

12. **Further Work**

It is expressly agreed between the parties that any future work arising from this assignment and from the Client must be pursued with the agreement and consent of IDI.

13. **Law Governing**

This contract is exclusively governed by the laws of the Republic of Ireland.

Yours sincerely

Signed: Konrad Nierubiec Date: 18/03/2010
Konrad Nierubiec
Project Manager

Signed: Bran Date: 19th March 2010

CONSULTANCY CONTRACT

On this day of August 5th 2019 between:

1. **Savvy Business sLTD**, registered in the Sofia City court under company file No 10838/2005, Unified Identification code with Bulstat register 131500524, with a corporate seat in 16A Gen. Parensov Str., 1142 Sofia, hereinafter called as "**Savvy**", on the one part,

and

2. **Business Excellence CONSULTING s.r.o.** with address Nedašovská 332, Prague 5, Czech Republic, registered in Prague under company file NoC112150 with Identification Number CZ27427234 represented by **Vladimir Braun**, citizen of the Czech Republic, born on 02/10/1961, with a passport No: 41242099, valid until 12.3.2019, hereinafter called as the "**KEY EXPERT 2 - International SDS Expert**", hereinafter called as "**KE2**" on the other part,

The present contract was concluded as follows:

Whereas

Euroconsultants S.A. (GR) having its branch in Kazakhstan, has been awarded a service contract for the project with the title "**Provision of consulting services for the establishment of the Supplier Development Service, development of its competencies and implementation of pilot projects for the supplier development**", Contract No: **KZ/SMEC/QCBS-04** (hereinafter referred as the "**PROJECT**") by the Ministry of National Economy of Kazakhstan (hereinafter referred to as "**the Client**") under the World Bank Programme with the title: SME Competitiveness Project and Project ID: P147705.

Savvy has proposed and nominated the KE2 based for his expertise in SDS establishment and operation as well as experience in SMEs business development, support to enterprise competitiveness and export promotion.

The service contract between ERCA Branch Kazakhstan and the Ministry of National Economy of the Republic of Kazakhstan has been signed on 12th July 2019 and its duration is for 19 months.

The Parties agree to cooperate on the terms and conditions specified in this Agreement

1. SUBJECT MATTER OF THE CONTRACT

1.1 The KE2 will be acting according to the Terms of Reference of the Project with an input up to 70 man-days within the period of 19 months duration of the project, i.e. 17th of July 2019 – 31 January 2021. 50 man-days shall be performed in the place of operations, i.e. the Republic of Kazakhstan and 20 man-days from the home office.

1.2 The commencement of the Expert starts in September 2019.

1.3 The KE2 shall be responsible for the following tasks and activities (the Assignment), as

defined in the Terms of Reference which shall be delivered within the timeframe as described in the Work Plan agreed by the Client:

- (i) Revision of Training Needs Assessment (TNA) for the identification of capacity and professional development needs of the staff of the SDS and the Partner (Activity 1.6);
- (ii) Development of a capacity building and training plan (Activity 1.7);
- (iii) Organization of training and accreditation of at least 5 EFQM auditors and 5 EFQM inspectors (Activity 1.7);
- (iv) Evaluation of the results of capacity building and training (Activity 1.8);
- (v) Participation in the first assessment of SMEs together with all the other Key experts (Activity 1.18);
- (vi) Organization of a training program for the professional development of the SDS and Partner's staff (Activity 1.9);
- (vii) Training seminar for the SDS staff, other interested parties and state bodies held abroad (perhaps Czech Republic) (Activity 1.20);
- (viii) Analysis of the status of the selected SMEs with visits to enterprises, if necessary (Activity 2.2);
- (ix) Introduction of tools to support and encourage the development of franchising within the pilot project of the SDP (5 days home) (Activity 2.16);

1.4 The KE2 shall follow the Work Plan agreed by the Client and shall report to the Team Leader and Project Director. KE2 shall keep informed and updated the Manager of Savvy about the progress of the work, however the deliverables will be approved by the Client.

1.5 The KE2 shall work in English and shall submit his inputs in due time in order to be translated into Russian and Kazakh languages as inputs of project deliverables.

1.6 The KE2 shall perform his tasks under this contract in accordance with the international professional standards and ethics, the Terms of Reference and the guidance of the Team Leader and the Manager of Savvy.

1.7 The KE2 will have to submit monthly timesheets which shall be reviewed and approved by the Team Leader and Project Director.

1.8 The KE2 shall use contact and communication details containing the information of the Project.

1.9 During his work, the KE2 shall not commit of any activities or tasks to the Project Partner (KIDI) without prior notification and agreement of Project Director or Savvy Manager. The KE2 will work from the premises of the Project Partner (KIDI). 1 (one) working day shall contain 8 (eight) hours. The KE2 shall not work during the national holidays of the Republic of Kazakhstan as well as during his Christmas, Easter and New Year holidays from his country of residence.

2. REMUNERATION OF FEES AND EXPENSES

2.1 For services rendered under this contract Savvy shall pay the KE2 daily rate of 300 USD

BIC / SWIFT: CEKOCZPP

IBAN: CZ94 0300 0000 0002 0212 7384

2.9 The currency of this contract is USD, however in case the Client changes the payment currency in local currency Tenge and there is a difference in the currency depreciation, such impact will have an effect on Expert's payments too.

3. VALIDITY OF THE CONTRACT

3.1. The present contract shall enter into force on the date of its signature by both Parties and shall be valid for 19 months.

3.2. The present contract may be terminated either by Savvy or the KE2 with an early notice of at least 30 days in which case the KE2 is entitled to its remuneration until the day of termination.

3.3. In case the Client requests the change of the KE2 for whatever reasons, the KE2 shall be replaced according to WB procedures and rule and the KE2 shall be paid until the moment of the request from WB and/or ERCA to be replaced.

4. OTHER PROVISIONS

4.1. The KE2 shall carry out its work in due diligence and according to Savvy's standards and ethics and he shall ensure his work does not harm in any way the reputation of Savvy either towards its partners or towards the Client.

5. CONFIDENTIALITY AND RIGHTS

5.1. The KE2 has no right to disclose to any third party confidential information or information that belongs to Savvy or information that arise out from this Contract and the Contract with the Client, which may possibly come to the KE2s knowledge in the context of this Contract. This obligation does not apply in case the information is in the public domain through no fault of the KE2.

5.2. The KE2 is obliged to deliver Services free of any fault or burden or any kind of intellectual right or other.

5.3. The KE2 is subject to the obligations regarding the intellectual and industrial property rights as well as Code of Conduct of the contract with the Client which is based on World Bank procurement and contractual standards.

5.4. This term supersedes the termination of this Contract.

6. GOVERNING LAW AND FINAL PROVISIONS

6.1. Any disputes related to the execution of the present contract shall be settled in an amicable way and if not possible - by the competent Bulgarian court.

6.2. The present contract is governed by the laws of Bulgaria.

6.3. Any amendments to this contract shall be made by a written agreement only.

For Savvy Business sLTD:

Ana Maria Tutea
Manager



For Business Excellence CONSULTING s.r.o.:

Vladimir Braun
Director

Business Excellence
CONSULTING s.r.o.

Nedelskova 332, 155 21 Praha 5
IC: 27427234

CONTRACT FOR CONSULTING SERVICES

**Expert for peer-based capacity building for implementation of investment and export
promotion strategic framework in MoE**

(Ref. No, 2A.2.19)

SMALL ASSIGNMENTS

LUMP SUM PAYMENTS

THIS CONTRACT ("Contract") is entered into this **June 14, 2019** between the following parties:

1. **Public Policy Secretariat** (hereinafter "the Client") represented by the Interim Director Bojana Tošić, having its principal business seat at Vojkovića 10, 11000 Belgrade, Republic of Serbia, and
2. **Business Excellence CONSULTING s.r.o., Tax Identification Number CZ27427234 for services of Vladimir Braun** (hereinafter "the Consultant") having its principal business seat located at Nedasovska 332, 115 21 Praha 5, Czech Republic.

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. **Services**
 - (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel," to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports and outputs in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations."

2. **Term**

The Consultant shall perform the Services during the period commencing **June 14, 2019** and continuing through **August 14, 2019** or any other period as may be subsequently agreed by the parties in writing.

3. **Payment**
 - A. Ceiling

For Services re
amount not to
been established
Consultant's co

Payment shall be made in EUR not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account as specified in the Annex E "Consultant Information Form".

A. Coordinator

4. Project Administration

The Client designates Client's Interim Director, as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client. The deliverables also need to be approved by the designated Ministry of Economy (MOE) representative in Inter-Ministerial Working Body (IMWB) as well as the Serbian Development Agency (RAS) Executive

Director.

B. Reports

The reports listed in Annex C, "Consultant's Reporting Obligations" shall be submitted in the course of the assignment, and, after acceptance, shall be the basis for the payments to be made under paragraph 3.

- | | |
|--|---|
| 5. Performance Standard | The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. |
| 6. Inspections and Auditing | The Consultant shall permit, the World Bank and/or persons or auditors appointed by the World Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the World Bank (including without limitation a determination of ineligibility) in accordance with prevailing World Bank's sanctions procedures. |
| 7. Confidentiality | The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client. |
| 8. Ownership of Material | Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software and shall treat any such document as confidential. Before disclosure of any such document to any third party, the Consultant shall be obliged to obtain written approval of Client. Prior disclosure or transfer of any such document to any third party, the Consultant shall be obliged to obtain written approval of Client. Copies of such documents always must be on disposal of the Client and cannot be destroyed without approval of Client. |
| 9. Consultant Not to be Engaged in Certain Activities | The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project. |
| 10. Insurance | The Consultant will be responsible for taking out any appropriate insurance coverage. |
| 11. Assignment | The Consultant shall not assign this Contract or Subcontract any portion |

15. Fraud and Corruption

The Client may, after giving 14-day notice to the Consultant to terminate this Contract, if the Consultant, in the judgment of the Client has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing Contract.

For the purpose of this clause:

(i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of another party;

(ii) "fraudulent practice" is an act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

(iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

(iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

(v) "obstructive practice"

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or

(bb) acts intended to materially impede the exercise of the World Bank's inspection and audit rights.

FOR THE CLIENT

Signed by _____
Bojana Lošić
Title: Interim Director



FOR THE CONSULTANT

Signed by _____
Vladimir Braun
Title: owner of the Business
Excellence CONSULTING s.r.o.

A handwritten signature in dark ink, appearing to be "V. Braun", written over a horizontal line.

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting Obligations

Annex D: Breakdown of Contract Price

Annex E: Consultant Information Form

ANNEX A

Terms of Reference and Scope of Services

Expert for peer-based capacity building for implementation of investment and export promotion strategic framework in MoE (Ref. No, 2A.2.19)

1. Background

Serbia has received a loan from the World Bank, through the Competitiveness and Jobs Project (Project), to improve the competitiveness and employment in Serbian economy. The main goal of the Project is to improve the efficiency and coordination of select public programs to mitigate the constraints for competitiveness and job creation, including investment and export promotion, innovation, active labour market programs, and employment mediation.

The Project involves three ministries— the Ministry of Economy (MoE) (plus its development agencies), Ministry of Education, Science and Technological Development (MoESTD), and Ministry of Labor, Employment, Veteran and Social Affairs (MoLEVSA) and the Public Policy Secretariat (PPS) in the implementation and coordination role. Under Project framework, the three Ministries and participating agencies, with leadership and support from the PPS, are responsible to set performance targets on competitiveness and jobs, monitor and evaluate progress, conduct analysis, and contribute to policy development in the Republic of Serbia. The Project is expected to lead to better designed and coordinated policies, since it is anticipated that, through the Project implementation, they will become part of a clear, strategic framework with a robust monitoring and evaluation (M&E) system.

The Public Policy Secretariat (PPS) is responsible, in close cooperation with the institutions participating in the Project, for coordinating the Project implementation including gathering and processing of results of the monitoring, reporting, fiduciary functions and safeguard procedures. The Project Implementation Unit (PIU) is established in the Public Policy Secretariat as a technical coordination unit of the Project.

The Competitiveness and Jobs Project is structured in two interconnected parts:

- 1) Part A - includes a results-based financing modality for the results achieved in three thematic components:
 - A.1. Investment and Export Promotion;
 - A.2. Innovation;
 - A.3. Labor,
- 2) Part B - includes technical support in project management and implementation, including the procurement of goods, consulting/non-consultant services, training and operating costs.

The MoE is responsible for achieving results within **Component A.1. Investment and Export Promotion**. This component supports the implementation of the program of the Republic of Serbia for investment and export promotion through development and adoption of the strategic framework and overall action plan for investment and export promotion, including the restructuring/reform of the institutions and programs/services in investment and export promotion policy area.

Investment and export promotion functions are performed by several agencies subordinated to the MoE, including:

- Development Agency of Serbia (RAS) - which succeed the Serbian Investment and Export Promotion Agency (SIEPA) and National Agency for Regional Development, both of which were discontinued,
- Development Fund (access to finance),
- Serbian Export Credit and Insurance Agency (AOFI)

The system of support provided by the Ministry of Economy's agencies is very complex and it includes financial and non-financial support (attracting investment, investment incentives, and export promotion). The engagement of RAS and MoE plays a central role in the reform process as they are active participants and main partners during the project implementation and therefore responsible for the reform implementation.

2. Objectives of the assignment

During the course of Project implementation, the necessity for more structured programs aimed to boost manufacturing capabilities of Serbian enterprises in line with requirements of large international buyers has emerged. The presence of small and medium enterprises (SMEs) with capabilities to participate in manufacturing value chains in the Southeastern Europe region, combined with substantial foreign direct investment in this sector, shows potential for further growth and upgrading of SMEs in the region. This could provide additional job creation and economic growth. Foreign investors have stated that they would like to expand their domestic sourcing, but the capabilities of existing and potential Serbian SME suppliers can be an impediment.

The Ministry of Economy, through the Development Agency of Serbia (RAS) recognizes this opportunity and is designing a Supplier Development Program (SDP). This program would screen SMEs for participation, then for the selected firms diagnose current performance and design structured improvement plans, and then support the implementation of these improvement plans. These services may be delivered to individual firms, or to groups of firms within a supply chain.

The relevant (priority) sectors for the SDP are: automotive, appliances, and their respective parts (plastic, rubber, machinery/equipment); the machinery and equipment sector more broadly; the wood and furniture sector; and any other sector relevant to the program objectives.

Therefore, the Ministry of Economy and RAS are seeking Individual Consultant - Expert for peer-based capacity building for implementation of investment and export promotion strategic framework in MoE (Consultant) to develop a diagnostic service incorporating diagnostic tools, that has the flexibility for use with very small firms through to medium sized businesses. This may mean different services (e.g. a simple and more complex service for difference sized companies), or a modular model. The service model will also need to include the potential to follow-up periodically with recipient SMEs to assess implementation progress and provide coaching assistance through the process. In some cases, this ongoing support will be working with potential suppliers to large businesses, and so will need to reflect the specific needs and involve the active participation of large Serbian and multi-national firms.

The assignment should also include training for the proposed service and diagnostics, including for (1.) RAS business advisors who will work on the proposed Supplier Development program, and if required (2.) other advisors (including Regional Development staff) to provide simple business diagnostic service.

Specific objectives of the Consultant's engagement are:

To provide the Development Agency of Serbia with the capability and tools to operate a range of services that;

- assess the performance of SMEs (single and groups), and potentially benchmark this performance against regional and European peer SMEs and against buyer (foreign investor) requirements
- generate recommendations for performance improvements in these SMEs,
- allow for follow-up assessment to check and support the implementation phase
- allow for use with groups of SMEs in supply/value chains, and with individual SMEs of varying size, sophistication and sector.

3. Scope of Work and Deliverables

In line with activities to be implemented by the Consultant, the following set of deliverables is expected to be provided by the Consultant:

3.1 Phase 1: Contribution to design of Supplier Development Program and development of Diagnostic tool for evaluation of Program beneficiaries.

The Consultant is expected to deliver a service package able to be utilized for implementation of Supplier Development Program aiming at SMEs of different sizes and sectors, within the guidelines of general MNC requirements when it comes to including new suppliers into their supply chains.

The contribution to the design of Supplier Development Program will necessarily entail:

- Contribution to criteria for pre-selection of relevant candidates for enrollment in Supplier Development Program from the ranks of Serbian SMEs.
- Contribution to defining fields of firm level interventions relevant for future beneficiaries of Supplier Development Program.
- Contribution to Program design, including steps and timing.

The expected work related to development of Diagnostic tool for evaluation of Program beneficiaries' entails:

- Development of Diagnostic tool with options for providing benchmarking against other Serbian/regional/European SMEs and incorporate inputs from RAS and members of RAS Supplier Development Advisory board (consisting of foreign investors) vis-à-vis diagnostic models in current practice for evaluation of new suppliers.

Also, Diagnostic tool should be capable of:

- Enabling assessment of the current performance of the SME and their growth aspirations.
- Evaluating the SME objectively to identify improvement priorities.
- Producing implementation plans that clearly prioritize actions, timelines, responsibilities, likely costs and risks to manage, and other potential available support for the SME.
- Enabling specific supply chain performance and relationships to be assessed, and to identify improvement priorities and action plans specifically related to the supply chain relationships.
- Producing baseline data on the SME, which can then measure company improvement and potential over time.
- Engaging with, and aligning with expectations of foreign investors/large buyers involved in the SDP.

Expected Deliverables for the Phase 1:

Deliverable 1 – Comments on the RAS Supplier Development Program outline

Deliverable 2 – Diagnostic model (designed for application in company site visits)

Deliverable 1 and Deliverable 2 within Phase 1 to be delivered within 15 days upon contract signing.

3.2 Phase 2: Development and delivery of Diagnostic tool training package for RAS Staff.

The Consultant will also develop and deliver a training package to train RAS staff on the implementation of Diagnostic tool. The training should particularly include theoretical and practical part and prepare RAS staff for performing company assessments based on methodology outlined by Diagnostic tool.

Expected Deliverables for the Phase 2:

Deliverable 3 – Training Materials (presentations, handouts etc.)

Deliverable 4 – Report from conducted training of RAS staff

Deliverable 3 and Deliverable 4 within Phase 2 to be delivered within 30 days upon contract signing

3.3 Phase 3. Leading RAS assessment teams on site visits and moderation of calibration workshop

During Phase 3, Consultant is expected to:

- Lead RAS assessment teams in application of diagnostic tools (at least 12 days of company visits)
- Train RAS assessment teams in reporting after field visits and presenting findings relevant to co-generation of intervention/improvement plan to representatives of Program beneficiaries.
- Moderate calibration workshop after first 2-3 weeks of intensive company visits.
- Prepare Report on recommendations for continuation of RAS Suppliers Development Program

Expected Deliverables for the Phase 3:

Deliverable 5 – Report on the first round of diagnostics company visits (after at least 12 days of company visits)

Deliverable 6 - Report from the calibration workshop

Deliverable 7 – Report on recommendations for continuation of RAS Suppliers Development Program

Deliverable 6 and Deliverable 7 within Phase 3 to be delivered within 60 days upon contract signing

4. Experience and Qualifications

In order to implement this assignment, RAS is looking to hire an individual Consultant with strong experience in developing and delivering SME upgrading services and tools, and with the capacity to delivery these in Serbia.

- At least 10 years of experience in development and implementation of Supplier Development Programs
- International experience in at least 3 countries in development and implementation of Supplier Development Programs
- Demonstrated experience with developing SME assessment services and tools
- Demonstrated experience in delivering training/coaching in SME assessment services and tools
- Experience with manufacturing related supply/value chain SME development projects
- Demonstrated understanding of SME development in the context of the Balkans
- Strong project management skills
- Knowledge of the Serbian SME environment, and ability to deliver in Serbia.

5. Timeframe and Duration

The Consultant will be engaged for the period of 25 man-days, with respect to maximum duration of each phase of activities outlined in section 3. Additionally, the Consultant is expected to come to Serbia (Belgrade) 3 times for duration of at least 18 days in total, during the course of the assignment.

6. Reporting

The Consultant is required to submit required deliverables to the governmental officer in charge from MoE (MoE's Project Coordinator) and the PPS Acting Director (President of the IMWB) for approval, following the approval by RAS Executive Director.

Deliverables designed in accordance with the Part 3. of this Terms of References, will be subject of acceptance of both Beneficiary and Client. The approved deliverables will represent the basis for payment for services rendered.

In addition to the defined deliverables, the Consultant will prepare ad hoc reports and documents when so required by the Project. These reports will be provided on paper and online in the English/Serbian language, as needed.

7. Input by the Ministry of Economy

MoE/RAS will provide the requisite office infrastructure.

8. Terms of Payment

The contract, in the form of the Standard World Bank Lump Sum Contract for Small Assignments, will be entered into between the Consultant and the PPS as a Client. Payment for services rendered will be based on deliverables/reports submitted as stated in the part 3. above, approved by the PPS Acting Director as the President of the IMWB representing the Client and by governmental officer in charge in MOE, who is designated MOE representative in IMWB, following the approval by RAS Executive Director. The Contract costs will include remuneration and reimbursable costs (economy class airfare, hotel accommodation and per diem) relevant for the assignment.

The following schedule of payments is envisaged:

- 25% upon satisfactory submission of the deliverables within Phase 1
- 15% upon satisfactory submission of the deliverables within Phase 2
- 60% upon satisfactory submission of the deliverables within Phase 3

The PIU in the PPS will administer the Contract.

ANNEX B

Consultant's Reporting Obligations

Consultant's Personnel

The Consultant is requested to submit a signed deliverable to the governmental officer in charge from MoE (MoE's Project Coordinator) and the PPS Acting Director (President of the IMWB) for approval, following the approval by EAS Executive Director.

Vladimir Braun is determined as Consultant's personnel.

Deliverables to be submitted to the governmental officer in charge from MoE (MoE's Project Coordinator) and the PPS Acting Director (President of the IMWB) for approval, following the approval by EAS Executive Director.

Phase I: Contribution to design of Supplier Development Program and development of Diagnostic tool for evaluation of Program beneficiaries

The Consultant is expected to deliver a service package able to be utilized for modernization of the Supplier Development Program among at SMEs of different sizes and sectors, with a focus on the SMEs' requirements when it comes to including new suppliers.

The Consultant's design of Supplier Development Program will consist of:

1. Designing a series of pre-selection of relevant candidates for start-up of the Supplier Development Program from the ranks of Serbian SMEs.

2. Designing a series of defining fields of firm-level interventions relevant to the Supplier Development Program.

3. Designing a series of Program design, including steps and timing.

The expected work related to development of Diagnostic tool for evaluation of Program beneficiaries entails:

1. Development of Diagnostic tool with options for providing benchmarking data for regional/European SMEs and incorporate inputs from EAS and MoE.

2. Development of Development Advisory board (consisting of foreign investors, EAS and MoE) to provide models in current practice for evaluation of new suppliers.

The Diagnostic tool should be capable of:

1. Enabling assessment of the current performance of the SME and

2. Evaluating the SME objectively to identify improvement priorities.



000270704000099

May 29, 2015

Mr Vladimir Braun
Nedasovska 32
Czech Republic

Dear Mr. Braun,

We are pleased to offer you a Short Term Consultant appointment to the staff of the World Bank for an assignment with the Trade & Compet - GP - IBRD. Your Task Team Lead (TTL) for this assignment will be Mr John Gabriel Goddard, who is responsible for determining your Terms of Reference and for providing guidance, supervising, and confirming the completion of your work.

Please note that total World Bank Group Short Term Consultant and/or Short Term Temporary assignments may not exceed 150 days or 1,200 hours (inclusive of overtime for STT) per fiscal year.

We expect to need your services for about 15 days from June 01, 2015 to July 31, 2015. In the event the World Bank finds it necessary to cancel the assignment or to shorten its duration, the World Bank reserves the right to adjust the terms of the assignment as necessary. Your appointment will terminate accordingly unless it is extended or a new appointment is made. The World Bank has no obligation to extend the appointment or to offer a new appointment, even if your performance is outstanding, but it may do so if agreed to in writing at the time of the expiration of the appointment.

The World Bank will make every effort to give you as much notice as possible of any such change to your appointment. In the event that the World Bank finds it necessary to extend the terms of this assignment, every effort will be made to accommodate your interests.

During this assignment you will be considered a World Bank Group staff member and will be subject to the Staff Rules currently in effect and as they may be amended from time to time. Please note that the manager of the unit to which you are assigned for is Ms Paloma Anos Casero.

The World Bank will remunerate you in an amount of _____ net of taxes per day worked. Please provide complete information on your local bank account to Ms Tram Thi Bao Nguyen, who will be handling the administration associated with this appointment, and to whom you may direct any questions you may have. After your start date, and prior to the expiration of your contract you may request settlement of remuneration owing to you online at <http://strequest.worldbank.org>.

Travel may be authorized by the World Bank in connection with this assignment. The policies regarding travel and subsistence are governed by the World Bank Group's Operational Travel Policy (Administrative Manual Statement 3.00). The World Bank Group requires all Short Term Consultants and Short Term Temporaries to obtain Country Clearance prior to departing on mission. If you are travelling within 5 days of signing this contract, you must send a copy of your itinerary, contact information while on trip (mobile phone/email), and trip purpose to Country Clearance Officers assigned to each country on your itinerary. Please contact your

manager to facilitate the clearance prior to your travel.

While you are in authorized official travel status on official World Bank Group business on this assignment, you will be covered by the World Bank Group's Accidental Death and Dismemberment Insurance, limited medical insurance and Accompanying Baggage insurance policies. The World Bank Group also provides Worker's Compensation insurance. Please note that these insurances will not cover you while on vacation or other personal trips before, during, or after an assignment with the World Bank. You are therefore advised to carry personal insurances covering such occasions.

The automatic beneficiary designation contained in the World Bank Group's Accidental Death and Dismemberment Insurance policy indicates that payment for loss of life of the insured will be made to the spouse or domestic partner, if living 10 days after the death of the insured; otherwise, to the estate of the insured. However, if a written designation of a different beneficiary is filed with the World Bank Group's Human Resources Operations, payment will be made to that beneficiary. You may obtain a form for designating a beneficiary (Form F01604 Designation of Beneficiary for HQ Staff) by accessing <http://go.worldbank.org/91RFGSX3J0>.

The World Bank Group Emergency Contact System is used to contact a relative or friend in the event of an emergency. Please provide us with your contact information by accessing <http://go.worldbank.org/91RFGSX3J0>. You should receive a confirmation email within 24 hours. If you do not have electronic access please call 202 473-2222 to request a hard copy of the form.

Additional details about policies and procedures relating to Short Term assignments are set forth in the enclosed "G00045 Notes for Short Term Consultants and Short Term Temporaries."

Unless otherwise provided in your Terms of Reference, all intellectual property rights in or relating to any works produced during the course of your appointment shall belong to the Bank. All materials produced or acquired under terms of this contract - written, graphic, film, magnetic tape, or otherwise - shall remain the property of the World Bank unless such rights are explicitly relinquished by the World Bank, in writing. The World Bank furthermore retains the exclusive right to publish or disseminate in all languages reports arising from such materials. The rights and duties provided for in this paragraph shall continue, notwithstanding the termination of employment and agreed Terms of Reference.

You also agree that all knowledge and information not already within the public domain which you may acquire from the World Bank or its employees or by virtue of your assignment shall for all time and for all purposes be regarded by you as strictly confidential and held by you in confidence, and shall not be directly or indirectly disclosed by you to any person whatsoever excepting with the World Bank written permission. You further agree that you will comply with the World Bank's Information Security Policy, as set forth in AMS 6.21.

You are responsible for being familiar with the conflict of interest rules, contained in Staff Rules 3.02 and 3.03, that apply to you and members of your immediate family during your employment with the Bank and for two years after termination of your assignment.

You are also responsible for being familiar with the Corporate Procurement Policies and Procedures Manual and the additional requirements regarding conflict of interest contained in Annex A Standards of Conduct. These may be found at: <http://gsdcp>. Should any actual or apparent conflicts of interest arise during your appointment, you are required to bring these to the attention of your manager.

While employed as a Short Term Consultant or Short Term Temporary you and members of your immediate family may not be employed by member governments or other entities on World Bank Group financed projects during the period of your employment with the World Bank Group, if the work is for the same country. In addition, for a period of two years after termination of such employment, you should not seek or accept work connected with projects or operations that were your direct concern or make use of material acquired during assignments, unless the prior consent of the World Bank has been obtained, as per Staff Rule 3.02.

Current and former Bank Group staff, regardless of appointment type held, are ineligible to be Bank Group vendors or subcontractors to Bank Group vendors, whether as sole proprietors or independent contractors, during their appointment and for a period of twelve months ("Cooling Off Period") from the termination date of their Bank Group appointment. This Cooling Off Period also applies to companies in which a current or former Bank Group staff member is an owner, principal, director or officer, or holds a financial interest. The Cooling Off Period also applies to companies with which close relatives (spouses, parents, full and half siblings, children, aunts, uncles, nieces, nephews and domestic partners) of current or former Bank Group staff are owners, principals, directors or officers, or hold a financial interest. In the context of the Cooling Off Period, "financial interest" does not include negligible stock holdings in entities listed on the S&P 1200. Additional information regarding these restrictions may be found at: <http://go.worldbank.org/91RFGSX3J0>.

If you are a non-United States citizen undertaking any portion of this assignment in the United States, you must be in possession, before commencing this assignment, of a valid visa and valid work authorization that allows you to accept employment with the World Bank Group in the United States for the duration of this assignment and any extension thereof. To apply for such visa/work authorization outside of the United States, please present this appointment letter to a United States Embassy/Consulate (see <http://usembassy.state.gov> for a directory and procedures). You may send an email to "hroperations@worldbank.org" to ask the World Bank to send a request directly to the U.S. Embassy/Consulate where you will apply.

Short Term Consultants or Short Term Temporaries may not start work or travel until all pages of the signed Letter of Appointment have been submitted.

Please indicate your acceptance of this offer of appointment and your understanding of its terms and conditions by signing and returning all pages of the letter, not just the signature page by fax to 202-522-7025. By signing your Letter of Appointment, you also acknowledge that you have received, read and understand its enclosures.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Brindha". The signature is fluid and cursive, with the first letter 'B' being large and prominent.

Brindha Soundararajan
Human Resources Operations

UPI Number :00270704
Document ID :000099
P.O Number :0007880629
Email :v.braun@becon.cz

Enclosures:

Staff Rule 3.00, Office of Ethics and Business Conduct (EBC)
Staff Rule 3.01, Standards of Professional Conduct
Staff Rule 3.02, Employment Outside the Bank Group
Staff Rule 3.03, Financial Interest and Disclosure
Staff Rule 3.02, Employment Outside the Bank Group
Staff Rule 3.03, Financial Interest and Disclosure
Staff Rule 3.04, Bank Group Endorsed Activities with External Entities
Staff Rule 3.05, Outside Interest Committee
Staff Rule 3.06, Family Obligations - Spouse and (or) Child Support Obligations and Divorce
Principle 3
G00045 Notes for Short Term Consultants and Short Term Temporaries
Administrative Manual Statement 3.00 - Operational Travel
Administrative Manual Statement 3.10 - Operational Travel Expense Reimbursement

I certify that, if I am a non-United States citizen undertaking any portion of this assignment in the United States, I will be in possession of a valid visa and valid work authorization which allows me to be employed by the World Bank Group for the duration of this assignment. I will not commence this assignment until I have satisfied this requirement.

I hereby accept my appointment to the staff of the World Bank Group, under the terms and conditions of employment set forth in my letter of appointment and the policies and procedures of the World Bank Group presently in effect and as may be amended from time to time. I recognize that in the event of a conflict between this Letter of Appointment and the Staff Rules, the Staff Rules will prevail.

I certify that my employment with the World Bank Group under the terms of this letter of appointment and the Terms of Reference does not violate any law or employment regulation or policy to which I am subject. I certify that I will advise the Human Resources Operations, if my spouse or any close relatives are employed by the World Bank Group.


I certify that if I am a United States citizen I have so advised the World Bank Group for income tax reporting purposes, even if I am also a citizen of another country. I understand that as a U.S. citizen I am responsible for paying federal taxes, state income taxes and payroll taxes (social security and medicare taxes at the self-employment rate).

I certify that if I become a United States citizen during my employment with the World Bank Group, I will report this to the HR Operations upon naturalization. I understand that if I become a U.S. citizen, I will be responsible for paying federal taxes, state income taxes and payroll taxes (social security and medicare taxes at the self-employment rate).

I certify that if I travel during the length of this contract I will obtain Country Clearance as stated in AMS 3.00 before I depart.

I have received, reviewed, and understand the World Bank Group's Staff Principle

3, General Obligations of Staff Members, and Staff Rules 3.00-3.06. I certify that my employment with the World Bank Group under the terms of this letter of appointment and the Terms of Reference does not violate the provisions of this Principle and these Rules.

Signature: _____ 

Date: 29.May 2015

CC: Ms Tram Thi Bao Nguyen, GTCDR



**Terms of Reference for
an international EFQM Assessor
for the Macedonia Backward Linkages Pilot Program**

**Trade and Competitiveness Global Practice
The World Bank Group**

Background

The Country Partnership Strategy (CPS) for the FYR Macedonia for the period FY 2015-2018 focuses on two interrelated themes: i) Growth and Competitiveness, sustained private sector-led growth, making Macedonia more attractive as a destination for investments and as a country whose private companies can compete at the regional and global level; and ii) Skills and Inclusion, through access to better jobs and efficient public services. Both strategic themes are very relevant for on eliminating extreme poverty and boosting shared prosperity in FYR Macedonia.

Currently, the World Bank portfolio in Macedonia includes the following activities supporting competitiveness and private sector development: policy lending through the *Macedonia Programmatic Competitiveness Development Loan (DPL)* series, and analytical and technical assistance funded by donors through a *Competitive Industries and Innovation Support Program (MCIISP)*. These work programs are supporting cross-cutting reforms in the business environment, labor market and innovation capacity, as well as facilitating sector-level reforms that could increase investment and growth of manufacturing, agribusiness and trade logistics. The CIIP program provides resources to strengthen the capacity to implement new policies and programs and deepen regulatory reforms around key reform area identified within the DPLs.

Competitive Industries and Innovation Support Program (MCIISP)

The MCIISP Program will increase the impact of ongoing WB operations and provide seed funding that will help to identify future operations. It will encompass three sectoral components (manufacturing, agribusiness, and tourism). Skills development and innovation are integrated as cross-cutting aspects across the three sectoral components within the Program. The objectives and a brief description of each of the three central components are detailed below:

1. *Manufacturing sector*: Work under this component will accelerate the development of a high-value added manufacturing in industries where FYR Macedonia has a competitive advantage, such as automotive components and garments.
2. *Agribusiness sector*: Work under this component will improve the quality of public investment in agriculture, increase competitiveness and access to finance of agricultural producers and agribusiness enterprises.
3. *Tourism Sector*: This component will aim to develop an internationally competitive tourism sector in FYR Macedonia and sustain tourism growth.

Supplier Development Pilot Program

Upon request by the Government of FYR Macedonia and under the umbrella of component one of the MCIISP a pilot Supplier Development Program (SDP) has been initiated with the aim of stimulating linkages between local SMEs and large foreign companies operating in FYR Macedonia in selected light manufacturing and services sectors. The activities of the pilot SDP are grouped into four main categories: (i) supplier information dissemination; (ii) capacity building and training; (iii) provision of international expertise; and (iv) assistance accessing financing sources.

The pilot program will be designed to provide targeted technical assistance to approximately 5 selected local enterprises. The technical assistance, coupled with international expertise, will enable the selected companies' to compete more effectively, ultimately integrating their products and services into the global and regional supply chains of the large foreign companies located in and outside the special economic zones (TIDZs).

As a first step to identifying the business needs of the shortlisted companies, a matrix of requirements has been established to select companies to take part in the EFQM program (European Foundation of Quality Management). The EFQM model will initially be used for the assessment of the final preselected 5 local companies from an initial shortlist of 50. The assessment will be in a form of a business audit, carried out by an international EFQM expert.

The program also envisages close collaboration and frequent communication with the key counterpart agencies and the inter-ministerial working group assigned by the government to work on development of supplier linkages. One of the fundamental components of the program is capacity building and training of these public institutions. They shall receive relevant training to ensure that there are skills for program management and support services at firm level focused on supplier development.

Duties and Responsibilities:

Working within the team supervising and implementing the MCIISP, the consultant's main responsibility will be to conduct business reviews of the final 5 shortlisted companies. The consultant should be present in Macedonia over the course of the initial two weeks of company assessment process, which will be carried out under the Macedonia Supplier Development Program Pilot in June 2015. Activities to be carried out by the consultant include:

- Applying the assessment model in actual business audits of selected companies;
- Assistance in analysing the capacity-building needs of the companies; and
- Facilitating and collaborating on the development of "business improvement plans" for the companies evaluated to enhance their management and production skills.

The consultant will also provide a short report summarizing feedback on the field work completed.

The expected level of effort will be up to 15 working days from June 1, 2015 to July 30, 2015 and distributed as follows: ten days making assessment visits with Bank staff, 5 days calibrating the assessments and reporting. This would involve two working weeks (Monday to Friday) in Macedonia.

Qualifications Required:

- Advanced degree in economics, public policy, engineering and/or management with at least 10 years of work experience related to business competitiveness and support programs;
- At least five years of consulting experience in conducting company assessments using the EFQM Business excellence model;
- Extensive experience in consulting to SMEs, with a track record of proven success;
- Specific expertise working with large and small firms to develop SME competitiveness programs, supply chain development, international trade development, inward investment promotion, relationship management of existing inward investors, support for innovation and financial assistance for new investment;

Remuneration:

The consultant will be paid from the budget of the Competitive Industries and Innovation Support Program at a rate of **xxx USD** per day worked (net). In addition, the consultant will be reimbursed for necessary mission travel to and from Macedonia and related to the scope of the assignment. Travel is contingent on Bank's prior approval and Bank's procedures and guidelines.

Reporting:

John Gabriel Goddard (Senior Economist, based in Washington DC).

ČESKOSLOVENSKÁ SOCIALISTICKÁ REPUBLIKA

Vysoká škola České vysoké učení technické v Praze

Fakulta elektroenergetika

Číslo diplomu C * 214998

DIPLOM

č. 17439

Vladimír Braun

(jméno a příjmení)

narozen(a) dne 2. října 19. 61. v Jilemnici okres Semily

ukončil(a) studium vykonáním státní závěrečné zkoušky a získal(a) vysokoškolské vzdělání ve studijním oboru

elektroenergetika

Podle § 41 odst. 2 zákona č. 39/1980 Sb., o vysokých školách, se mu (jí) přiznává titul

inženýr (Ing.)

V Praze dne 5. června 19. 85

Klimeš

rektor vysoké školy



Kobyl

děkan fakulty

CERTIFICATE of ACHIEVEMENT

successfully certified to train
the course titled
EFQM Foundation



Russell Longmuir
CEO, EFQM

CERTIFICATE of COMPLETION

Vladimir Braun

has successfully completed the
**EFQM Certified Assessor
Transformation Course**

10/10/2019 - 11/10/2019



Russell Longmuir
CEO, EFQM

SN: ECA2001005376

CERTIFICATE of ACHIEVEMENT

successfully certified to train
the course titled
EFQM Assessor Training



Russell Longmuir
CEO, EFQM

Vladimir Braun

has successfully completed the
**EFQM Innovation
Assessor Training**

25/03/2019 - 26/03/2019



Russell Longmuir
CEO, EFQM

**EFQM
MODEL
2013**

SN: INN1904003420