

Consultant Agreement for Services

Between

(1) Prague University of Economics and Business

AND

(2) Frankfurt School of Finance & Management gemeinnützige GmbH
(International Advisory Services)

Definition in this Agreement and Annexes:

In this Agreement and the Annexes hereto the following expressions shall have the meanings set out below:

- "Associated Company" means any person, firm, company or other organisation (a) which the Company directly or indirectly controls, or (b) which directly or indirectly controls the Company, or (c) which is directly or indirectly controlled by a third party, person, firm, company or other organisation which also directly controls the Company, or (d) of which the Company or any other Associated Company directly or indirectly owns or has a beneficial interest in 20% or more of the issued share capital or of its assets.
- References to Frankfurt School of Finance & Management gGmbH and "Associated Company" shall include their successors in title or assigns from time to time.
- "Client" means any person, firm, company or other organisation whatsoever to whom Frankfurt School of Finance & Management gGmbH has supplied goods or services.
- "Company Employee" means any person employed by Frankfurt School of Finance & Management gGmbH on the Termination Date with whom the Consultant worked or had direct dealings to a material extent during any part of the 6 months immediately preceding the Termination Date.
- "Termination Date" shall mean the last day upon which the Consultant provides Services to Frankfurt School of Finance & Management gGmbH (or any Associated Company) pursuant to the Agreement.
- References to the masculine or the feminine or the neuter include the others.

This Consultant Agreement is made on 16.12.2022 between

Frankfurt School of Finance & Management gGmbH (FS) organised under the Register of Associations, Frankfurt, with offices at Adickesallee 32-34, 60322 Frankfurt a.M., Germany, company number HRB 82018; and

Prague University of Economics and Business, hereafter referred to as consultant or expert, with permanent address at nám. W. Churchilla 1938/4, 130 67 Praha 3, Czech Republic, with the registration number: 61384399. Bank account details as follows:

Name of Account Holder: Prague University of Economics and Business

Name of Bank:

IBAN/ Swift Code:

BIC of Bank:

1 TERM

This Agreement will commence on November 22nd, 2022 and will continue until July 22nd, 2024, as listed in the Schedule of Services in Annex 1 unless terminated earlier in accordance with Clause 6 below.

2 THE SERVICES

2.1 Frankfurt School of Finance & Management gGmbH appoints the Consultant to provide consultancy services as described in Annex 1 ("the Services") under the agreed Terms of Reference. The Services are to be provided to Frankfurt School of Finance & Management gGmbH or any Associated Company and/or to any client of Frankfurt School of Finance & Management gGmbH with whom the Consultant is placed ("Client") and/or to any Client project on which the Consultant is placed ("Project").

2.2 The Consultant shall:

2.2.1 Faithfully and thoroughly perform the Services with reasonable skill and care, within an overall agreed timetable and within an overall agreed deadline;

2.2.2 Co-operate with any person in Frankfurt School of Finance & Management gGmbH or its nominee to whom the Consultant is required to report and shall comply with all sensible and lawful instructions by Frankfurt School of Finance & Management gGmbH or its nominee;

2.2.3 Devote all reasonable time, attention, skill and ability as the delivery of Services require, and in accordance with best industry practice, upholding the reputation and integrity of Frankfurt School of Finance & Management gGmbH and the consultancy profession.

2.2.4 Support Frankfurt School of Finance & Management gGmbH in assessing compliance risk including, but not limited to, providing a criminal record certificate and copies of the passport when requested.

2.3 The Consultant warrants that:

2.3.1 He shall nor be or become the employee of Frankfurt School of Finance & Management gGmbH;

2.3.2 He shall possess the relevant training, skill, qualifications and experience to provide the Services to the specifications, timetables and requirements indicated by Frankfurt School of Finance & Management gGmbH.

2.4 The Consultant shall primarily provide the Services at the place agreed in Annex 1 but may be required to provide the Service at any location world-wide as requested by Frankfurt School of Finance & Management gGmbH, by mutual agreement.

2.5 For the avoidance of doubt, it is expected that the Consultant will perform the Services, on days that are considered as official working days in the country where the Project is located, during normal working hours of the Client, Project site or Frankfurt School of Finance & Management gGmbH. Overtime is not payable for Services performed outside these hours. A normal working day will have at least eight hours.

3 Provision of the Services

3.1 The Consultant hereby warrants that he shall:

- 3.1.1 Comply with the completion of all necessary documentation to secure the entitlement to work in whichever jurisdiction in which the Consultant is providing the Services and that the necessary permits and visas are in force for the duration of this Agreement. Frankfurt School of Finance & Management gGmbH will pay for the procurement of any visas or work permits.
- 3.1.2 Comply with all health and safety, confidentiality, data protection, privacy and security policies in force at any site that he may be required to attend (including that of the Client or Project);
- 3.1.3 Comply with completion of insurance documents for insurance cover provided by Frankfurt School of Finance & Management gGmbH for the country in which the Project is based. In some cases, the Consultant may be requested to contribute towards the cost of the cover, in accordance with the policy in place.

3.2 The Consultant warrants that he will not be in breach of any existing duty or obligation which he is under by reason of the Consultant entering into this Agreement or performing all or any of the Services.

4 CHARGES & EXPENSES

4.1 In consideration for the Services, Frankfurt School of Finance & Management gGmbH shall pay the Consultant a rate for the Services, in accordance with the terms set out in Annex 1. Consultants who are assigned to a Client or Project and whose hours are billable to the Client will not receive fees for time not worked for the Project, without prior agreement by a Frankfurt based Senior Project Manager or Head of International Advisory Services.

4.2 Expenses properly and reasonably incurred by the Consultant in the course of providing the Services, and agreed in advance by Frankfurt School of Finance & Management gGmbH, will be reimbursed to the Consultant provided they are supported by receipts and submitted at the time of invoices. Fees and expenses which are outside the Project budget must not be incurred without the express prior written approval of the Frankfurt School of Finance & Management gGmbH Senior Project Manager or Head of International Advisory Services.

4.3 For Client billing purposes, the Consultant shall render to Frankfurt School of Finance & Management gGmbH reports as to the provision of the Services at the times and with such content and in such form as Frankfurt School of Finance & Management gGmbH may reasonably specify. The Consultant shall also keep complete and maintain accurate records of travel undertaken, and the expenses incurred by him in the course of providing the Services, in accordance with Frankfurt School of Finance & Management gGmbH's reasonable requirement.

4.4 Payments will be made against receipt of a proper invoice and time-sheet presented by the Consultant in line with the deliverables outlined in Annex 1. Furthermore, the Consultant has to provide at the end of each calendar month a proper documentation of completion of all tasks as defined in the Terms of Reference. Frankfurt School of Finance & Management gGmbH reserves the right to reduce the fee payment if the Terms of Reference are not properly fulfilled. The Consultant bears the responsibility to meet the quantitative and qualitative performance indicators (and/or deliverables) as specified in the Terms of Reference. A specification of the indicators for each team member will be defined by the end of the inception phase of the project. In the event that expenses are not appropriately authorised or submitted, payment will be in the following month. (Annex 2 provides the Time Sheet/breakdown of consulting days used for the submission of invoices)

5 RELATIONSHIP OF PARTIES

5.1 The Consultant's relationship with Frankfurt School of Finance & Management gGmbH shall be that of an independent but as a representative during the project period of Frankfurt School of Finance & Management gGmbH and at no time must the Consultant hold himself out as being an officer, employee or agent of Frankfurt School of Finance & Management gGmbH or any Associated Company, without prior written agreement of Frankfurt School of Finance & Management

5.2 The Consultant shall be wholly responsible for all taxes, National Insurance, Social Security or other contributions which are or may be payable out of, or as a result of the receipt of, any fees, or other monies paid or payable in connection with this Agreement including, for the avoidance of doubt, any remuneration, benefits, allowances, expenses, PAYE (or the corresponding income tax in the jurisdiction in which the Consultant is providing the Services) or National Insurance contributions (or social insurance or similar levy) given or payable in respect of the

Consultant. The Consultant shall accordingly indemnify and hold Frankfurt School of Finance & Management gGmbH harmless against all taxes (excluding VAT), National Insurance, Social Security or other contributions, costs, penalties, interest, expenses or proceedings arising out of or in connection with such taxes and contributions.

- 5.3** In the event that the Consultant is working and/or resident in Germany, he warrants that he is registered with the Inland Revenue for Schedule D taxation and that he has paid, by the due date, all tax and national insurance contributions in respect of any monies paid to him by Frankfurt School of Finance & Management gGmbH. The Consultant agrees to provide Frankfurt School of Finance & Management gGmbH with satisfactory evidence of the same.

6 TERMINATION

- 6.1** The Agreement will end, unless terminated earlier in accordance with Clause 6.2 of this Agreement, on the Expiry Date specified in Annex 1, or in the event that the Client terminates the Project, or role of the Consultant on the Project, on the termination date specified by the Client.
- 6.2** Other than termination under Clause 6.1, and subject to Clause 6.3 and 6.4 below, either party may terminate this Agreement at any time by giving the other party notice in writing **four weeks** in advance.
- 6.3** The Consultant may terminate this Agreement immediately by notice in writing if Frankfurt School of Finance & Management gGmbH is in serious breach of any of its obligations under this Agreement.
- 6.4** Frankfurt School of Finance & Management gGmbH may immediately terminate this Agreement by notification in writing if:
- 6.4.1 The Consultant breaches any of Frankfurt School of Finance & Management gGmbH's company rules or procedures relating to confidentiality, security, privacy, data protection or health and safety or those of the Client or Project;
 - 6.4.2 The Consultant behaves towards all or any of Frankfurt School of Finance & Management gGmbH's staff or other contractors in an unacceptable manner or those of the Client or the Project;
 - 6.4.3 The Consultant breaches the obligations contained in Annex 5;
 - 6.4.4 The Consultant commits a serious breach of any of its obligations under this Agreement; or
 - 6.4.5 The Consultant neglects or refuses to provide the Services; or
 - 6.4.6 The Consultant acts in any way which materially prejudices the interests of Frankfurt School of Finance & Management gGmbH or any Associated Company or those of the Client or the project; or
 - 6.4.7 The Consultant fails, or continues to fail, to provide the Services to the standards or to the timescales reasonably required by Frankfurt School of Finance & Management gGmbH or those of the Client or the Project;
 - 6.4.8 The Services performed under this Agreement are not delivered to the standards as determined at the outset of this Agreement.

7 EFFECTS OF TERMINATION OR EXPIRY

- 7.1** On the termination of this Agreement, the Consultant shall deliver to Frankfurt School of Finance & Management gGmbH, the Client or the Project, all documents, papers, disks, drawing, software, reports, passes, keys, equipment and property of any sort belonging to Frankfurt School of Finance & Management gGmbH or any Associated Company, the Client or the Project which may be in the Consultant's possession or under its control.
- 7.2** In the event of termination of this Agreement, Frankfurt School of Finance & Management gGmbH shall only be liable to the Consultant in respect of fees and expenses due for the Services provided up to the date of termination. In the event of Project termination by the Client, the Consultant will receive reimbursement of fees to the date of termination by the Client.
- 7.3** Termination of the Agreement is without prejudice to any rights or duties or liabilities of either party against the other which may have accrued up to the date of such termination.
- 7.4** For the avoidance of doubt, the following provisions of the Agreement will continue to have full force and effect

notwithstanding its termination: 8, 9 and Annex 5.

8 POST TERMINATION RESTRICTIONS

The Consultant agrees that it will observe the post-termination obligations set in Annex 5. The Consultant also agrees that, in the event of its receiving from any person, firm, company or other organisation, a request for the provision of its service during the continuance in force of any of the obligations set out in Clause 9 or Annex 5, it will forthwith provide such person, firm, company or other organisation a full and accurate copy of those provisions. The Consultant warrants that it will properly execute an agreement with the Client or Project with provisions analogous to those contained in Annex 5 to this Agreement, if required to do so.

9 INVENTIONS AND INTELLECTUAL PROPERTY RIGHTS

- 9.1** If the Consultant shall, during the period of this Agreement, (whether alone or with any other person) create produce or develop any idea, method, invention, discovery, design or other work either in the course of providing Services or relating to or capable of being used in those aspects of the business(es) of Frankfurt School of Finance & Management gGmbH or its Associated Companies in relation to which it provides the Services ("Works"), it shall promptly disclose full details thereof to Frankfurt School of Finance & Management gGmbH.
- 9.2** All transferable intellectual property rights whatsoever in any Works (including but not limited to trade marks, inventions, patents, design, and copyrights) wherever in the world enforceable, shall immediately, upon creation, vest in and remain the sole and exclusive property of Frankfurt School of Finance & Management gGmbH, and in consideration of entering into this Agreement the Consultant hereby assigns to Frankfurt School of Finance & Management gGmbH with full title guarantee, all rights, title and interest in and to the same. This applies as well to all known and unknown ways to make use of such intellectual property right. The consultant here by acknowledges that he or she is appropriately compensated for any such assignment according to clause 4.1. The Consultant shall not do anything which might prejudice Frankfurt School of Finance & Management gGmbH's rights under this Clause 9.2.
- 9.3** The rights and obligations under this Clause 9.3 shall continue in full force and effect after the termination of this Agreement in respect of the Works during the continuance of this Agreement. Decisions as to the procuring of any protection for any Works (including patent or registration), and the exploitation of any Works, shall be in the sole and absolute discretion of Frankfurt School of Finance & Management gGmbH.

10 INDEMNITY

The Consultant shall indemnify Frankfurt School of Finance & Management gGmbH and keep it indemnified against any loss, damage or expense which Frankfurt School of Finance & Management gGmbH may suffer or incur as a consequence of, or arising out of, any breach by the Consultant of the provisions of this Agreement.

11 GENERAL

- 11.1** Neither party shall be in breach of this Agreement nor liable to the other party in any way whatsoever for any failure or delay in performing any of its obligations under this Agreement due to any cause beyond the reasonable control of that party (a Force Majeure) provided always that:
- 11.1.1 The date for performance of the obligation which has been delayed by the Force Majeure shall be deemed suspended only for a period equal to the delay caused by that Force Majeure;
- 11.1.2 The party seeking to exempt itself from liability by virtue of the provisions of clause 6.1 has given written notice to the other party within 14 days of becoming aware of the Force Majeure event;
- 11.1.3 The party seeking to exempt itself from liability by virtue of the provisions of clause 6.1 shall at all times use its reasonable endeavours to mitigate the severity of the Force Majeure continues for a period of 1 month in aggregate, the party not seeking to exempt itself from liability by virtue of the provisions of clause 6.1 will have the right to terminate this Agreement forthwith by notice at any time after the expiry of such 1 month period without incurring any liability to the other party as a result;
- 11.1.4 The party seeking to exempt itself from liability by virtue of the provisions of clause 6.1 will not be entitled to payment in respect of extra costs and expenses incurred by virtue of the Force Majeure.
- 11.2** Except where this Agreement expressly provides otherwise, the rights, powers and remedies provided in this

Agreement are cumulative, and not exclusive of, any rights, powers and remedies provided by law.

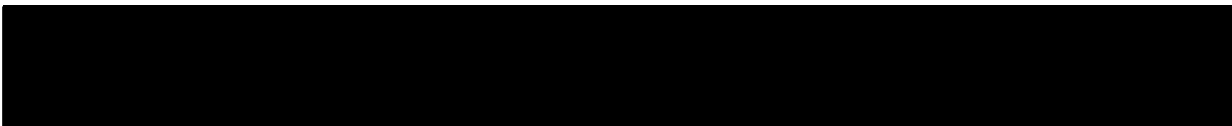
- 11.3** Any waiver of a breach of, or default under, any of the terms of this Agreement shall not constitute a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.
- 11.4** The various provisions and sub-provisions of this Agreement and Annexes 1, 3, 4 and 5 are severable and if any provision or sub-provision or identifiable part thereof is held to be invalid or unenforceable by any court of competent jurisdiction then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions or sub-provisions or identifiable parts thereof.
- 11.5** This Agreement cancels, and is in substitution for, all previous letters of appointment, agreements and arrangements (whether oral or in writing) relating to the subject-matter hereof between Frankfurt School of Finance & Management gGmbH and the Consultant, all of which shall be deemed to have been terminated by mutual consent. This Agreement constitutes the entire terms and conditions of the Consultant's appointment. No variation to this Agreement will be effective unless it is in writing and signed by a director of Frankfurt School of Finance & Management gGmbH and the Consultant.
- 11.6** This Agreement shall be governed by German law and shall be subject to exclusive jurisdiction of the German courts.

12 Additional Clause

- 12.1** If any provision of this Agreement is invalid, the validity of the remaining provisions shall remain unaffected thereby. Any invalid provision shall be replaced by such valid provision as most closely reflects the economic intent and purpose of the original provision.

This document has been executed on the date stated at the beginning of this Agreement.

SIGNED by:



Fatma Dirkes
Vice President
Frankfurt School of Finance & Management
gGmbH


doc. Ing. Miroslav Ševčík, CSc.
Dean of the Faculty of Economics
Prague University of Economics and Business
Consultant

Attachments:

- Annex 1 – Schedule of Services
- Annex 2 – Timesheet Template
- Annex 3 – Code of Conduct
- Annex 4 – Information Security and Confidentiality Policy
- Annex 5 – Confidentiality & Post Termination Restrictions

Annex 1

SCHEDULE OF SERVICES

Name of Experts providing the services	Prague University of Economics and Business 																																						
Specific Contract (SC) Contracting authority	The European Union, represented by the European Commission																																						
Specific Contract Title	REFORM/SC2022/116 - "Support to the Implementation of the Just Transition in the Czech Republic"																																						
Location where the services are primarily provided	Normal place of posting of the specific assignment: Czech Republic																																						
Begin of services	November 22 nd , 2022																																						
End date of services	July 22 nd , 2024																																						
Maximum of working days	<p>up to a total of 295 working days as below (indicative for the distribution amongst Deliverables (D) 1-7 within Team Leader, Senior Expert and Junior Expert positions):</p> <table border="1"> <thead> <tr> <th></th> <th>Team leader</th> <th>Senior Experts</th> <th>Junior Experts</th> </tr> </thead> <tbody> <tr> <td>D1: Inception Report</td> <td>5</td> <td>8</td> <td>5</td> </tr> <tr> <td>D2: Report on lessons learnt</td> <td>20</td> <td>49</td> <td>14</td> </tr> <tr> <td>D3: Documentation for application to the Just Transition Fund</td> <td>5</td> <td>37</td> <td>6</td> </tr> <tr> <td>D4: Trainings to support the implementation of the JTF</td> <td>12</td> <td>0</td> <td>18</td> </tr> <tr> <td>D5: Dissemination of good practices in priority areas for the implementation of the TJTP</td> <td>5</td> <td>10</td> <td>24</td> </tr> <tr> <td>D6: Recommendations for the transfer of good practices from MS to KV and Usti region</td> <td>15</td> <td>22</td> <td>23</td> </tr> <tr> <td>D7: Final report</td> <td>10</td> <td>9</td> <td>10</td> </tr> <tr> <td>Total</td> <td>Up to 72</td> <td>Up to 135</td> <td>Up to 100</td> </tr> </tbody> </table> <p>A working day consists of at least 8 hours, overtime cannot be paid. In general, weekend work is not possible. Please see Article 21.1 of the General Conditions for Service Contracts for External Actions financed by the European Union or by the European Development Fund. "The days and hours of work of the Contractor</p>				Team leader	Senior Experts	Junior Experts	D1: Inception Report	5	8	5	D2: Report on lessons learnt	20	49	14	D3: Documentation for application to the Just Transition Fund	5	37	6	D4: Trainings to support the implementation of the JTF	12	0	18	D5: Dissemination of good practices in priority areas for the implementation of the TJTP	5	10	24	D6: Recommendations for the transfer of good practices from MS to KV and Usti region	15	22	23	D7: Final report	10	9	10	Total	Up to 72	Up to 135	Up to 100
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	<p>or the Contractor's staff shall respect the laws, regulations and customs of the country where the services have to be rendered and the requirements of the services." The consultant shall only be paid for the days actually worked.</p> <p>The expert must refrain from presenting himself/ herself as official representative of the European Commission, e.g., using the logo of the Commission on their business cards or letter paper.</p>
Rate for the services / fees (daily)	Daily fee of EUR 600 (Team Leader), EUR 500 (Senior Expert) and EUR 200 (Junior Expert) per working day + 15% overhead (without VAT; Invoice reverse charge mode. The buyer is obliged to file the VAT amounts and pay the taxes) will be paid upon timely delivery of the tasks listed, acceptance of Frankfurt School and receipt of an invoice.
Costs of Mobilization	<p>Local transportation (bus, train, taxis) shall be reimbursed against original receipts.</p> <p>In case the private car is used, a 0.30 EUR per km can be claimed in accordance with the German regulation (<i>Reisekostenvergütung</i>)</p>
Per diems	Travel-related per diems are EUR 35 per full travel day (over 24 hours) and EUR 24/day (for over 8 hours of stay) in accordance with the German regulations (<i>Reisekostenvergütung</i>)
Housing, Allowances (based on receipts)	Hotel accommodation with up to EUR 94 per night in case overnight stays are required in Czech Republic in accordance with German regulations (<i>Reisekostenvergütung</i>)
Other costs	Any other costs that require the implementation of services needs a prior authorisation from Frankfurt School.
Insurance & Medical Care	To be covered by the consultant.
Payment schedule	Invoices will be paid on in line with the timing of reports by the Contracting Authority and based on the number of days worked within the respective period.
Invoicing	<p>The invoice should be based on the invoice template shared most possible.</p> <p>Local currency conversion rate to be taken the monthly rate from InfoREuro used by the European Commission https://commission.europa.eu/funding-tenders/procedures-guidelines-tenders/information-contractors-and-beneficiaries/exchange-rate-infoeuro_en</p>
Terms of References (ToR)	<p>General Objective:</p> <p>The general objective of this service contract is to contribute to institutional, administrative and growth- sustaining structural reforms in the Czech Republic, in line with Article 3 of the TSI Regulation.</p> <p>Specific Objective:</p> <p>The specific objective of this service contract is to assist national authorities in improving their capacity to design, develop and implement reforms, in line with Article 4 of the TSI Regulation.</p> <p>The achievement of the objectives are not solely the responsibility of the contractor and will depend partly but not only on the Czech Republic's action(s).</p> <p>Outcome:</p> <p>Successful implementation of the Just Transition Fund in the Czech Republic</p> <p>Requested services, including suggested methodology</p> <p>A non-exhaustive list of deliverables to be submitted is the following:</p> <p><u>Deliverable 1: Inception report</u></p>

- Contribution to inception report via desk research and analysis, interviews and report writing

Deliverable 2: Report on lessons learned and recommendations for the implementation of the Just Transition Fund

- Review existing reports and data (MoRD will provide relevant elements, such as the level of spending for each region) and carry out a brief desk analysis;
- Carry out stakeholder interviews and surveys. The stakeholders' interviews will aim to gather relevant information, including on bottlenecks to the absorption of public funding and common misconceptions on the use of public subsidies, as well as to get feedback on the preliminary conclusions reached. At least 50 interviews will be carried out, including with municipalities, relevant NGOs, Local Action Groups, the Association of Local Authorities of the Czech Republic (SMSČR), CzechInvest, the Czech Association of Small and Medium-Sized Enterprises and Crafts (AMSP), and organisations involved in regional development such as chambers of commerce and trade unions. The proposed list of stakeholders to be interviewed will be presented for discussion at the kick-off meeting. In order to reach out to a higher number of stakeholders, online questionnaires will be used in addition to face-to-face interviews;
- Prepare the draft report, present it to the steering committee, and revise it based on comments from the steering committee;
- Prepare and hold a one-day workshop for stakeholders in each region (three in total) to present the revised draft reports and to allow for a discussion on the results; this includes preparing a draft agenda and a PowerPoint presentation, which should be agreed with the steering committee;
- Prepare and present the final report including stakeholder feedback to the steering committee, and finalise it based on comments from the steering committee meeting.

Deliverable 3: Documentation for application to the Just Transition Fund under the "groups of projects" schemes for small projects

- Preparation of the draft material and submission to the steering committee for comments;
- Preparation of a revised version of the draft material based on the comments of the steering committee;
- Organisation of a stakeholder meeting (which can be held online) to present the draft materials to relevant stakeholders, including representatives of the regional administration, and get their feedback. The list of invitees to the meeting will be agreed with the steering committee. The materials to be presented in the meeting should be delivered to the participants of workshops at least 10 working days before the date of meeting;
- Revision of the draft material based on the stakeholders feedback and submission to the steering committee.

Deliverable 4: Trainings to support the implementation of the Just Transition Fund

- Support the creation of the curriculum for the direct trainings based on the results of Deliverable 2.

Deliverable 5: Dissemination of good practices in priority areas for the implementation of the Territorial Just Transition Plans supporting the Czech Technical University (CTU) focusing on 10 non-energy examples:

- Organising and holding three online workshops (one for each of the three regions) aiming to transfer good practices from successful projects to project

	<p>promoters, covering some of the areas listed above (chosen in consultation with the region);</p> <ul style="list-style-type: none"> ▪ Preparing a handbook (in Czech) for dissemination to potential project developers. The handbook will include 10 examples of successful non-energy projects from the side of VSE which would be relevant for the three Czech regions. The handbook will be 40 pages maximum (all 30 examples), and include: <ul style="list-style-type: none"> - A description of each project with relevant contact details (1 page per project); - A description of potential sources of funding; - Information about available support to the project development, such as public advisory bodies and relevant dedicated platforms promoting cooperation in the focus areas. ▪ Organising one workshop in each of the three regions to present and promote the handbook. The workshops will include presentations of a selection of projects from the handbook, where possible with the presence of the project promoter; <ul style="list-style-type: none"> - Organise and hold the workshops to transfer good practices from successful projects: for each region, the workshop will focus on at least 2 successful projects in the areas identified above (depends on the choice, can be 0, 1 or 2). The topics and projects will be chosen after consultation with the representatives of the region. The preparation of the meeting will include a Powerpoint presentation, as well as a document describing the projects to be disseminated to participants at least 7 days before the meeting; ▪ Draft the section of the 10 examples on non-energy topics of the handbook in consultation with the representatives of the region as well as MoRD and MoE, and submit it to the steering committee; ▪ Contribute to the revision of the handbook taking into account the comments of the steering committee; ▪ Organise and hold the workshops to present the handbook in each of the three regions; ▪ Draft the report on the workshops. <p><u>Deliverable 6: Recommendations for the transfer of good practices on regional development and innovation from Moravia-Silesia to the Karlovy Vary and Ústí regions</u></p> <ul style="list-style-type: none"> ▪ Desk work and interview of relevant stakeholders from the three regions; ▪ Draft the report and present it to the steering committee; ▪ Revise the report taking into account the comments; ▪ Organise and hold the workshops to present the reports and get stakeholder feedback; ▪ Revise the report taking into account the feedback received at the workshops, and present it to the steering committee. <p><u>Deliverable 7: Final Report</u></p> <ul style="list-style-type: none"> ▪ Partial input to the final report, participation at workshop and meeting
<p>Reporting (Deadlines)</p>	<p>Inputs to the deliverables should be given in timely manner in accordance with deadlines set by Frankfurt School of Finance & Management and agreed with the SC Contracting Authority.</p> <p>Preliminary reporting deadlines, as in the ToR:</p> <ul style="list-style-type: none"> ❖ Within 1 Month(s) after the project start: Inception report ❖ 4 Month(s) after project start: Report on lessons learned and recommendations for the implementation of the Just Transition Fund

	<ul style="list-style-type: none"> ❖ 5 Month(s) after project start: Documentation for application to the Just Transition Fund under umbrella schemes for small projects ❖ 9 Month(s) after project start: Trainings to support the implementation of the Just Transition Fund ❖ 13 Month(s) after project start: Dissemination of good practices in priority areas for the implementation of the Territorial Just Transition Plans ❖ 16 Month(s) after project start: Recommendations for the transfer of good practices on regional development and innovation from Moravia-Silesia to the Karlovy Vary and Ústí regions ❖ 18 Month(s) after project start: Final report
Timesheets	Any expert providing services has to prepare a timesheet on a monthly basis. Information provided has to be as detailed as possible. A timesheet sample is attached.
Communication and visibility:	<p>Frankfurt School has to be copied in every external communication with the client / beneficiary and minutes of meeting must be provided to Frankfurt School. Any communication with client and beneficiary has to be agreed with the Team Leader.</p> <p>The "Communication and Visibility Manual for EU External Actions" has to be respected, see https://ec.europa.eu/europeaid/work/visibility/en</p> <p>The expert must refrain from presenting himself as official representative of the European Commission, e.g. using the logo of the Commission on their business cards or letter paper.</p>
General provisions:	General Conditions for Service Contracts for External Actions Financed by the European Union or by the European Development Fund have to be respected, see https://ec.europa.eu/europeaid/sites/devco/files/ifs_fw_c_b_-_i_-_framework_contract_general_conditions.pdf

By signing below, the Consultant accepts these terms.

Silke Müffelmann
Director
Frankfurt School of Finance &
Management gGmbH

doc. Ing. Miroslav Ševčík, CSc.
Dean of the Faculty
Prague University of Economics and Business

Date: 18.01.2023 | 09:52 MEZ

Date: 18.01.2023 | 11:36 CET

Annex 2 - TIMESHEET

Name of Company	Frankfurt School of Finance & Management
Specific Contract	Support to the Implementation of the Just Transition in the Czech Republic
Name of Expert	
Position	
Calculation of Fees:	days
worked	
Calculation of Per Diems:	
Calendar Days	

Month: _____ **Year:** _____

Please tick each day worked and add requested information:

Day	Days worked	Place of Performance	Remarks
01			
02			
03			
04			
05			
06			
07			
08			
09			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
Total			

Totals to correspond to the invoice for Fees and Direct Expenses

Date, Signature of Expert

Date, Signature of Team Leader

Annex 3 - Code of Conduct and Ethics

Our Code of Conduct and Ethics serves to guide the actions of our employees and the consultants contracted by Frankfurt School. The Code is consistent with our Frankfurt School values (see <https://www.frankfurt-school.de/en/home/about>).

While the Code provides guidance, it is not a substitute for exercising good judgment and taking the initiative to seek guidance from colleagues. Frankfurt School relies on the professionalism of all consultants and employees as no Code can be exhaustive (and thus cannot address every ethical issue that employees and consultants may face in projects).

Frankfurt School hence asks employees and consultants:

- to inform themselves of standards and norms relevant to the assignment and their role;
- to comply with the law;
- to act with transparency, integrity and professionalism in every situation.

Frankfurt School also asks compliance with our code of conduct:

1. We think and act to in a solution-oriented way. We are patient and courteous.
2. Our business success depends on a positive attitude towards work, a high level of commitment, loyal, fair and cooperative behaviour with one other as well as mutual trust. Constructive criticism helps to guarantee this in the long term.
3. We welcome and support people of all backgrounds and identities. This includes, but is not limited to members of any sexual orientation, gender identity and expression, race, ethnicity, culture, national origin, social and economic class, educational level, colour, immigration status, sex, age, size, family status, political belief, religion, and mental and physical ability.
4. We will not agree all the time, but disagreement is no excuse for disrespectful behaviour. We will all experience frustration from time to time, but we cannot allow that frustration become personal attacks. An environment where people feel uncomfortable or threatened is not a productive or creative one.
5. Choose your words carefully: Always conduct yourself professionally. Be kind to others. Do not insult or put down others. Harassment and exclusionary behaviour are not acceptable. This includes, but is not limited to:
 - Threats of violence.
 - Discriminatory jokes and language.
 - Sharing sexually explicit or violent material via electronic devices or other means.
 - Personal insults, especially those using racist or sexist terms.
 - Unwelcome sexual attention.
 - Advocating for, or encouraging, any of the above behaviour.
6. Repeated harassment of others. In general, if someone asks you to stop something, then stop. When we disagree, try to understand why. Differences of opinion and disagreements are mostly unavoidable. What is important is that we resolve disagreements and differing views constructively.
7. Our differences can be our strengths. We can find strength in diversity. Different people have different perspectives on issues, and that can be valuable for solving problems or generating new ideas. Being unable to understand why someone holds a viewpoint doesn't mean that they're wrong. Don't forget that we all make mistakes and blaming each other doesn't get us anywhere. Instead, focus on resolving issues and learning from mistakes.
8. Be considerate. We all depend on each other to produce the best work we can as an association. Your decisions will affect our members and colleagues, and you should take those consequences into account when making decisions.
9. Wherever possible, adopt an eco-friendly behaviour.

In addition all employees and consultants are expected to:

- Propose themselves for assignments solely in those areas in which they are competent to perform and to present an accurate account of their qualifications, expertise, experience and availability.
- Demonstrate professional integrity and honesty.

- Disclose any personal business or financial interests that might represent, or be construed as, a conflict of interest.
- Respect universally recognized human rights, (whether or not such respect is enforced through national legislation) including due consideration to issues of gender.
- Obey any lawful direction, instruction or order given by any person authorised by law to do so
- Act in the best interests of, and in a manner that will reflect positively on Frankfurt School, its client, partners (where applicable) and the wider community.
- Clearly separate any official action or views as a Frankfurt School employee or consultant from any political action or views, and ensure that no conflict of interests arises between such activity or comment and their official duties.
- Perform any duties associated with their position on conscientiously, courteously, efficiently, impartially, and to the best of their ability, in a manner that withstands the closest external scrutiny and meets all legal and best practice standards.

At all times employees and consultants are expected to:

- Comply with, and be seen to act within, the spirit and letter of the law and the terms of this Code including during non-working days on assignment.
- Ensure that any procurement role they carry out or advise on adheres to applicable policies and guidelines.
- Disclose any fraud, corruption, misconduct of which they become aware.
- Giving or receiving gifts or gratuities: Frankfurt School employees and consultants may not give or receive gifts that exceed customary courtesies common under accepted ethical practice. As a guideline, gifts of more than EUR 80 are inappropriate and should be declined. In addition to provisions regarding corruption which means that gifts in exchange for favours or undue consideration must always be rejected, Frankfurt School employees and consultants should decline any gifts whose acceptance could raise suspicion of improper influence or conduct. If refusing a gift would offend the consultant should politely explain that acceptance of gifts is prohibited by the consultant contract to prevent any perception of corruption.
- Bribing and corrupting public officials are both a breach of this Code and in most jurisdictions a serious crime. Frankfurt School employees and consultants may not, either directly or indirectly, offer, promise, give, demand or accept bribes or other undue advantage to obtain or retain any improper advantage to or from anyone for any reason. In particular, charitable contributions or expenses shall not be used as a subterfuge for bribery. No one at Frankfurt School has the authority to direct or authorize anyone to violate the law or the principles laid out in this Code.
- Any perceived attempt to bribe or corrupt an employees or consultant should be promptly reported to Frankfurt School's Vice President and Director of International Advisory Services.
- Each employee and consultant is to ensure that the equipment and infrastructure provided to them by Frankfurt School remain in good working order and report any incidents to this effect. Use of this equipment and infrastructure, including software and access to information systems, must be limited to professional purposes related to the performance of contractual obligations.
- Each employee and consultant is the first person responsible for their own personal security while travelling. Each employee and consultant is responsible to ensure they do not undermine the security of others their team members, their colleagues, the Stakeholders they meet.
- Frankfurt School recognizes the inherent unequal power dynamic and the resulting potential for exploitation in overseas development assistance, and that such exploitation undermines the credibility of work and severely damages victims of these exploitive acts, their families and communities. For this reason, experts and staff members shall not engage in sexual relationships with persons under the age of 18 years. Specifically prohibited is sexual exploitation or sexual abuse.

Annex 4

INFORMATION SECURITY AND CONFIDENTIALITY POLICY

Frankfurt School of Finance & Management gGmbH carries out projects with its Consultants. The Consultants will have access to, and be entrusted with, information in respect of the business of FS, the Client and/or the Project, and that of their respective customers, suppliers, strategies, plans and dealings, which information is secret or confidential and important to Frankfurt School of Finance & Management gGmbH, the Client or Project or their respective customers. In this policy such information is called "Confidential Information". The definition of and dealing with confidential information is subject to this policy.

Furthermore, the Consultant uses computer equipment and network or internet access provided by FS or its Clients. This policy sets out the handling of information technology. Beyond that, this policy deals with rules relating to the Consultant's workspace ("Clean Desk").

1 Confidential Information

1.1 Definition

(1) Confidential data and information ("information") in the sense of this policy must mean data and information that the Consultant receives, regardless of their form, from Frankfurt School of Finance and Management gGmbH ("FS"), its subsidiaries or affiliates and from FS's direct or indirect clients and related legal entities or other organisations ("Clients") within the scope of project initiation and implementation ("Project"), in specific:

- (i) Written information, when a note 'confidential' or other note with the similar meaning is put on a visible spot.
- (ii) Oral information when it is clearly noted immediately before or after submitting the information to the recipient party that it is confidential information.
- (iii) Every information, regardless of the form and including electronic data, for which it may be assumed that its submission to Third unauthorised person may incur damage (financial and reputational damage as well as competitive disadvantages) for FS and its Clients.
- (iv) Every information which presents banking secrecy and other business secret.
- (v) Every information of a precise nature which has not been made public, relating directly to FS or its Clients that, if it were made public, would be likely to have a significant effect on the prices of financial instruments listed on stock markets or on markets in any other on which the financial instruments are traded. "Which would be likely to have a significant effect on prices" means a piece of information which – on the basis of the ex-ante assessment of all available elements – is deemed to possibly influence the investment decision of a reasonable investor.
- (vi) Every information on FS's business practices, prices, staffing, finances, marketing, business methods, tender process and customer lists or details that is not publicly available.

(2) The copy of the confidential information, as well as information derived from the confidential information, must also be deemed confidential in the sense of this policy.

(3) Confidential information, in the sense hereof, must not include information that is publicly known or available, unless it becomes publicly known or available as a consequence of violating this policy. In case of any doubt whether the information received by the Consultant is confidential or not, the Consultant undertakes to treat the information as confidential.

(4) Third unauthorised party, in the sense hereof, must not mean

- (i) Colleagues (employees from FS or Consultants contracted by FS) who are assigned to the same Project and who have agreed in writing to adhere to this policy or a similar policy (in case of FS employees),
- (ii) FS head office staff who is involved in the Project,
- (iii) Employees of the Client or contracted parties by the Client who have been named by the Client in writing towards FS as authorised party for the relevant Project,

- (iv) Persons authorised by law or specific legally based enactment, to come into possession of confidential information.

1.2 Dealing with confidential information

The Consultant **must not**, other than in the proper performance of its duties under the specific Consultant Agreement, either during the term of this Agreement or at any time after its termination:

- (i) Disclose confidential information to any unauthorised party; or
- (ii) Use Confidential Information for his own purposes or for any other than those of FS, the Client or the Project in the course of the provision of the services; or
- (iii) Through any failure to exercise all due care diligences, cause or permit any unauthorised disclosure of or access to any Confidential Information.
- (iv) Reveal the confidential information unless there is a legal obligation to keep the information.

The requirements and standards defined in chapter 3 (handling of information technology) and chapter 4 (Clean Desk) of this policy have to be fulfilled by the Consultant in order to assure that the risk of unauthorized access to confidential information is kept at a minimum.

1.3 Destroying of confidential information

Upon the termination of the Consultant Agreement, regardless of the mode of termination, or after confidential information become obsolete, the Consultant must – after submission of all working paper and output to FS - destroy promptly all mediums that contain confidential information or delete them in such a way as to disable their recovery unless there is a legal obligation to keep the confidential information. The Consultant must provide FS with a confirmation thereon in a written form or via email at the end of the project.

2 Handling of Information Technology

Handling of information technology must keep the risk of unauthorised disclosure of or access to confidential information at a minimum. Furthermore, the adherence to the standards and requirements of this policy must reduce the risk of data losses, of reputational damage and claims for damages.

2.1 Acceptable use of computer equipment and network resources

In case that the Consultant uses computer equipment including software or network resources from FS or the Client, the Consultant must:

- (i) Promptly report theft, loss or unauthorized disclosure of hardware and proprietary information.
- (ii) Exercise good judgment regarding the reasonableness of personal use.
- (iii) Ensure that the specific rules as mentioned below are adhered to.

The following activities are strictly prohibited, with no exceptions:

- (i) Violations of the rights of any person or company protected by copyright, trade secret, patent or other intellectual property, or similar laws or regulations, including, but not limited to, the installation or distribution of "pirated" or other software products that are not appropriately licensed for use by the Client, FS or the Consultant. In case that licensed software is not available, the Consultant has to use open source software.
- (ii) Unauthorized copying of copyrighted material including, but not limited to, digitization and distribution of photographs from magazines, books or other copyrighted sources, copyrighted music, and the installation of any copyrighted software for which the Consultant does not have an active license is strictly prohibited.
- (iii) Installing software on FS's or the Client's computer equipment without prior approval in writing from FS or the Client.
- (iv) Accessing data, a server or an account for any purpose other than conducting activities relating to the Project, even if the Consultant has authorized access, is prohibited.
- (v) Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws, is illegal.
- (vi) Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.) is prohibited.
- (vii) Using an FS, Client or Project computing asset to actively engage in procuring or transmitting material that is in violation of sexual harassment or hostile workplace laws in the German, the Clients' and the Project's local jurisdiction.

- (viii) Circumventing user authentication or security of any host, network or account.

2.2 Passwords

Password-rules in this policy are relevant for computer equipment (e.g. laptops), email-accounts, system access, application access, network access, internet access and other resources provided by FS as well as by the Client for the Project. In addition to the password-rules, the Consultant is obliged to be in compliance with the Client's password-rules regarding the usage of Clients' computer equipment and resources. In case that the implementation of FS's password rules is technically feasible for the computer equipment, email accounts, system access, application access and network access of the Client *and if* FS's password rules are stronger than those of the client, the Consultant must comply with the password-rules of this policy unless it results in a non-compliance with the Client's password rules. If a full implementation of FS's password rules is technically not feasible, the Consultant must assure an implementation that is as close as possible to FS's password-rules.

(1) Password-creation

- (i) The Consultant must not use the same password as used for private purposes.
- (ii) Where possible, the Consultant must not use the same password for various, project related access needs.
- (iii) All passwords should meet or exceed the following guidelines
 - Strong passwords have the following characteristics:
 - Contain at least 10 alphanumeric characters.
 - Contain both upper and lower case letters.
 - Contain at least one number (for example, 0-9).
 - Contain at least one special character (for example, !\$%^&*()_+|~-=\[]: ";' <>?,/).
 - Poor, or weak, passwords have the following characteristics:
 - Contain less than eight characters.
 - Can be found in a dictionary, including foreign language, or exist in a language slang, dialect, or jargon.
 - Contain personal information such as birthdates, addresses, phone numbers, or names of family members, pets, friends, and fantasy characters.
 - Contain work-related information such as building names, system commands, sites, companies, hardware, or software.
 - Contain number patterns such as aaabbb, qwerty, zyxwvuts, or 123321.
 - Contain common words spelled backward, or preceded or followed by a number (for example, terces, secret1 or 1secret).

(2) Password-change

- (i) All system-level passwords (for example, root, enable, administration, application administration accounts, etc.) must be changed at least on a quarterly basis.
- (ii) All user-level passwords (for example, email, web, desktop computer, etc.) must be changed at least every six months. The recommended change interval is every three months.

(3) Password-protection

- (i) Passwords must not be shared with anyone. All passwords are to be treated as sensitive, confidential information.
- (ii) Passwords must not be inserted into email messages or other forms of electronic communication or stored in a cloud.
- (iii) Password must not be revealed over the phone to anyone.
- (iv) Password must not be revealed on questionnaires or security forms.
- (v) Hints at the format of a password (for example, "my family name") must not be given.
- (vi) Passwords must not be written down and stored anywhere in the office. Passwords must not be stored in a file on a computer system or mobile devices (phone, tablet) without encryption.
- (vii) "Remember Password" feature of applications (for example, web browsers) must not be used.

The Consultant suspecting that his/her password may have been compromised must report the incident to FS in all cases and in addition to the Client in case that the password is used in the Client's IT environment.

2.3 Use of email accounts

Electronic email is often the primary communication and awareness method in a Project. A misuse of email can post many legal, privacy and security risks. Hence, the minimum requirements for appropriate use of electronic information are regulated in this policy. The Consultant gets an FS-email-address and must:

- (i) Not use any other email address for project related communication during the lifetime of the project (not during project initiation).
- (ii) Use the FS-email-account primarily for business-related purposes; personal communication is permitted on a limited basis, but non-FS-related commercial uses are prohibited.
- (iii) Retain an email only if it qualifies as business record. An email is a business record if there exists a legitimate and on-going business reason to preserve the information contained in the email. An email that is identified as a business record must be retained until the end of the Project and forwarded to FS project management.
- (iv) Not use the FS-email-address for the creation or distribution of any disruptive or offensive messages, including offensive comments about race, gender, disabilities, age, sexual orientation, pornography, religious beliefs and practice, political beliefs, or national origin.
- (v) Not automatically forward FS-email to a third party email system. Individual messages, which are forwarded by the Consultant must not contain confidential information.
- (vi) Not have an expectation of privacy in anything he/she stores, sends or receives via FS-email-account.

2.4 Virus protection

The Consultant must assure that his own computer equipment used in the Project has an up-to-date anti-virus and internet-security program and that this program as well as virus and internet-security programs installed on FS's computer equipment that is used by the Consultant in the Project is updated at least once a week. Import of data and files to and export of data and files from computer equipment without an up-to-date anti-virus protection is prohibited. All imported files must be checked using the latest version of the virus program.

2.5 Cloud Services

The Consultant must not store or share any confidential information and other project related data and files on a storage place in the data cloud (e.g. Dropbox, iCloud, iCloud drive, Google drive and own cloud) unless such an online storage is organised and approved by FS. Furthermore, data and files must not be shared via online communication platforms (e.g. Skype).

2.6 Encryption of internal hard disk, USB sticks and external hard drives

The Consultant must not use and store any confidential information and other project related data and files on USB sticks and external hard drives that are not password-protected and encrypted.

2.7 Safeguarding of Data

The Consultant must make at least weekly back-ups of project related data, including working papers, on encrypted storage media only.

2.8 Internet Usage

The Consultant is encouraged to use the internet where such use supports the successful implementation of the Project (i.e. downloading audited financial statements, country reports from development financial institutions, monitoring reports from central banks etc.). Surfing the internet by using FS's, Clients' or the Project's computer equipment or network has to be done in an acceptable way and in compliance with current legislation (German and the Clients' local jurisdictions).

In particular the following is deemed an unacceptable use or behaviour of the Consultant:

- (i) Using the internet for private purposes that have no relevance for the Project, unless there is an urgent need.
- (ii) Visiting internet sites that contain obscene, hateful, pornographic or otherwise illegal material.
- (iii) Using the computer or network to perpetrate any form of fraud, or software, film or music piracy.
- (iv) Using the internet to send offensive or harassing material to other users.
- (v) Downloading commercial software or any copyrighted materials belonging to third parties, unless this download is covered or permitted under a commercial agreement or other such licence.
- (vi) Hacking into unauthorised areas.

- (vii) Revealing confidential information in a personal online posting, upload or transmission - including financial information and information relating to Clients, customers, business plans, policies, staff and/or internal discussions.
- (viii) Undertaking deliberate activities that waste budget or networked resources.

3 Clean Desk

Minimum requirements relating to the Consultant's workspace must ensure that all sensitive/ confidential materials are removed from the workspace and locked away when the items are not in use or the Consultant leaves his/her workstation.

The Consultant must:

- (i) Ensure that all sensitive/confidential information in hardcopy or electronic form is secure in his/her work area at the end of the day and when the Consultant leaves the work area for an extended period.
- (ii) Lock computer workstations when the workspace is unoccupied.
- (iii) Completely shut down computer workstations at the end of the working day.
- (iv) Remove from the desk and lock in drawer any restricted or sensitive information when the desk is unoccupied and at the end of the working day.
- (v) Keep close and lock file cabinets containing restricted or sensitive information when not in use or when not attended.
- (vi) Not leave keys used for access to restricted or sensitive information at an unattended desk.
- (vii) Either lock laptops with a locking cable or lock laptops away in a drawer.
- (viii) Immediately remove printouts containing restricted or sensitive information from the printer.
- (ix) Shredder restricted and/or sensitive documents upon disposal in the official shredder bins or placed in the lock confidential disposal bins.
- (x) Erase whiteboards containing restricted and/or sensitive information.
- (xi) Treat mass storage devices such as CDROM, DVD or USB drive as sensitive and secure them in a locked drawer.

4 Control rights

FS (or an auditor contracted by FS in this regard) has the right to perform unannounced checks whether the Consultant adheres to this policy.

5 Indemnification

The Consultant shall indemnify FS and keep it indemnified in respect of any breach of the obligations and restrictions of this policy. A violation of this policy by the Consultant shall entitle FS to terminate the Consultant Agreement.

Annex 5

CONFIDENTIALITY & POST TERMINATION RESTRICTIONS

1. CONFIDENTIAL INFORMATION

1.1. The Consultant acknowledges that he will have access to, and be entrusted with, information in respect of the business of Frankfurt School of Finance & Management, the Client and/or the Project, and that of their respective customers, suppliers, dealings and plans, which information is secret or confidential and important to Frankfurt School of Finance & Management, the Client or Project or their respective customers respectively. In this Agreement such information is called "Confidential Information" and includes, without limitation, confidential or secret information relating to: ideas; business methods; finances; prices; business, financial, marketing, development or staffing plans; customer lists or details; computer systems and software; know-how or other matters connected with the products or services used, marketed, provided, created or obtained by Frankfurt School of Finance & Management, the Client or the Project, or their respective customers.

1.2. The Consultant acknowledges that the disclosure of Confidential Information (whether directly or indirectly) to actual or potential competitors of Frankfurt School of Finance & Management, the Client or Project would place these entities at a competitive disadvantage and that any unauthorised disclosure or misuse of Confidential Information would do damage (whether financial or otherwise) to their respective businesses.

The Consultant shall not, other than in the proper performance of its duties under this Agreement, either during the term of this Agreement or at any time after its termination:

- 1.2.1. disclose Confidential Information to any person except as authorised by Frankfurt School of Finance & Management, the Client or the Project in the course of the provision of the Services; or
- 1.2.2. use Confidential Information for their own purposes or for any other than those of Frankfurt School of Finance & Management, the Client or the Project in the course of the provision of the Services; or
- 1.2.3. through any failure to exercise all due care diligences, cause or permit any unauthorised disclosure of any Confidential Information

The Consultant shall indemnify Frankfurt School of Finance & Management and keep it indemnified in respect of any breach of the obligations and restrictions in this clause 1.2.

1.3. The restrictions in clause 1.2 shall cease to apply to information other than personal data as defined in the Hessian Data Protection Law 1999, as amended, or corresponding legislation in any part of the world ("Personal Data") which (otherwise than through the default of the Consultant) becomes available to the public generally, with effect from the time that any such information becomes available to the public generally.

2. On expiry or termination of this Agreement for any reason (or earlier if requested) the Consultant shall immediately deliver up to Frankfurt School of Finance & Management all property relating to the business of Frankfurt School of Finance & Management, the Client, the Project or their respective customers, which shall remain the property of Frankfurt School of Finance & Management, the Client or the Project as appropriate. The Associate's obligations under this clause include the return of all copies, drafts, reproductions, notes, extracts or summaries.

3. NON-COMPETITION

Subject to the Consultant's due compliance with the terms of this Agreement, it shall be free to provide services to, or accept employment with, any other person, firm, company or other organisation. However, during the period of this Agreement and for 6 months following the Termination Date, the Consultant hereby agrees that it shall not (without the prior written consent of Frankfurt School of Finance & Management) (whether as director, employee, contractor, consultant, proprietor, agent or otherwise) either directly or indirectly (i) be engaged by, or (ii) provide services to, or (iii) be involved in, any business which is in direct competition with any business conducted by Frankfurt School of Finance & Management at the same Client or for the same Project for which the Consultant is providing Services.

Provided always that the provisions of this paragraph 2 shall apply only respect of products or services with which the Consultant was either directly concerned, or for which the Consultant was responsible, whilst providing the Services to Frankfurt School of Finance & Management, its Client or Project during any part of the 6 months immediately preceding the Termination Date.

4. NON-SOLICITATION OF CLIENTS

The Consultant hereby agrees that he/she shall not during the term of this Agreement and for a period of 6 months immediately following the Termination Date whether on its own behalf or in conjunction with any person, company, business entity or other organisation whatsoever directly or indirectly (a) solicit, or (b) assist in soliciting, or (c) custom or business of any Client or Project with whom the Consultant has had material contact or dealings whilst providing the Services to Frankfurt School of Finance & Management during any part of the 6 months immediately preceding the Termination Date.

5. NON-SOLICITATION OF EMPLOYEES

The Consultant agrees that he/she shall not during the term of this Agreement and for a period of 6 months immediately following the Termination Date, whether on its own behalf or in conjunction with or on behalf of any other person, company, business entity, or other organisation whatsoever directly or indirectly:

- 5.1. (a) induce, or (b) solicit, or (c) entice, or (d) procure, any person who on the Termination Date was a Company Employee, to leave such employment;
- 5.2. be involved to a material extent in the (a) acceptance into employment, or (b) engagement of the services (in any capacity) of any person who on the Termination Date is a Company Employee.

6. ASSOCIATED COMPANIES

- 6.1. Paragraph 1, 2, 3 and 4 in this Annex 2 shall also apply as though references to each Associated Company were substituted for references to Frankfurt School of Finance & Management The said paragraphs shall, with respect to each Associated Company, constitute a separate and distinct covenant and the invalidity or unenforceability of any such covenant shall not affect the validity or enforceability of the covenants in favour of Frankfurt School of Finance & Management or any other Associated Company.
- 6.2. The provisions of paragraph 5.1 above shall only apply in respect of those Associated Companies to whom the Consultant provided the Services in the 6 months immediately preceding the Termination Date.