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HUMAN RESOURCES POLICY

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Board of Directors of the Kosovo Credit Guarantee Fund;

Based on Article 17, paragraph 1, sub-paragraphs 1.6 and 1.7 of Law No. 05/L-057 on the Establishment of the Kosovo Credit Guarantee Fund (as amended and supplemented by Law No. 08/L-138), and on Article 8, paragraph 1, sub-paragraph 1.5 of the Statute of the Kosovo Credit Guarantee Fund;

In the meeting held on 25.09.2025, adopted the following:

HUMAN RESOURCES POLICY

CHAPTER I GENERAL PROVISIONS

Article 1 Introduction

1. The KCGF manages its human resources, including staff engagement and the determination of their compensation. The KCGF values its employees and believes in building strong and sustainable relationships with all staff members. The KCGF is committed to creating a positive work environment, where trust, respect, and long-term professional growth are at the core.
2. This Human Resources Policy contains provisions on recruitment, establishment of the employment relationship, training and evaluation processes, compensation, disciplinary measures, grievance procedures, as well as other rights and obligations of the KCGF, in its capacity as employer, and of its employees.
3. The KCGF recruits employees to implement specific programs within the approved budget or through funds provided by international organizations, depending on the needs of the institution.

Article 2 Purpose and Scope

1. This Policy establishes the rules regarding the conditions and procedures of employee recruitment, the rights and obligations of the KCGF as an employer and of its employees, as well as the initiation and termination of the employment relationship.
2. This Policy shall apply to candidates for employment at the KCGF and to employees of the KCGF.

Article 3 Definitions

1. The terms used in this Policy shall have the following meanings:

- 1.1 **Board of Directors** – is one of the governing bodies of the KCGF, as defined in Article 16 of Law No. 05/L-057 on the Establishment of the Kosovo Credit Guarantee Fund (as amended and supplemented by Law No. 08/L-138);
 - 1.2 **Kosovo Credit Guarantee Fund** (hereinafter “**KCGF**”) – is an independent and autonomous legal entity, established under Law No. 05/L-057 on the Establishment of the Kosovo Credit Guarantee Fund (as amended and supplemented by Law No. 08/L-138);
 - 1.3 **Employee** – means a natural person who has established an employment relationship with the KCGF through the conclusion of an employment contract;
 - 1.4 **Employment Relationship** – means the agreement or contractual arrangement between the KCGF, in its capacity as employer, and its employees, for the fulfillment of specific duties and responsibilities under the supervision of the KCGF, in return for the agreed compensation;
 - 1.5 **Managing Director** – is the executive head of the KCGF appointed by the Board of Directors, with responsibilities specified in Article 20 of Law No. 05/L-057 on the Establishment of the KCGF;
 - 1.6 **Employment Contract** – means the legal act through which the employment relationship is established, regulating the rights, duties, and responsibilities arising from such employment relationship;
 - 1.7 **Party** – means the KCGF and the Employee;
 - 1.8 **Intern** – means a person who enters into an Employment Contract with the KCGF, with the purpose of acquiring skills for specific tasks during the course of practical work;
 - 1.9 **Consultant** – means a natural person contracted by the KCGF, through the KCGF budget or funds of international donor organizations, who provides technical assistance in the performance of a specific service for the KCGF.
2. In this Policy, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine gender and vice versa, unless the context requires otherwise.

Article 4 **Authorities and Responsibilities**

1. The KCGF has defined the authorities and responsibilities of its governing bodies and employees based on its organizational structure.
2. The Board of Directors is responsible for reviewing and approving this Policy and for making specific decisions related thereto.
3. The Managing Director proposes this Policy, as well as its amendments and supplements, for approval by the Board of Directors and is responsible for its implementation.

4. The Human Resources Officer is responsible for managing the recruitment and employment process within the KCGF, developing training programs, and carrying out other responsibilities specified in this Policy and within the scope of his duties.
5. Employees of the KCGF exercise the rights and fulfill the duties and responsibilities defined in their job scope, their employment contract, and decisions issued on the basis of this Policy.

CHAPTER II GENERAL EMPLOYMENT CRITERIA

Article 5 Fundamental/Basic Principles

1. This Policy is based on the following principles:
 - 1.1 **Principle of Equal Treatment and Non-Discrimination** – means that all candidates for employment at the KCGF and all KCGF employees are treated equally, and no one shall be discriminated against on the basis of gender, race, color, religion, language, national or social origin, political, religious or philosophical beliefs, economic or educational status, disability, sexual orientation, age, marital status, membership in trade unions or other non-governmental organizations, which may undermine the individual's right to equality in employment and treatment. Distinctions, exclusions, or preferences required for a particular job position shall not be considered as discrimination;
 - 1.2 **Principle of Meritocracy** – means the right of a candidate to be employed in a KCGF position following the successful completion of the recruitment procedure, and the opportunity for employees to advance in their careers based on demonstrated and evaluated performance in fulfilling their duties, as well as based on the opportunities of the KCGF;
 - 1.3 **Principle of Cooperation and Mutual Trust** – means that all employees cooperate by providing the necessary information and clarifications to and from one another;
 - 1.4 **Principle of Loyalty** – means that employees are loyal to the legitimate interests of the KCGF and its services to third parties, and at all times respect and promote the independence of the KCGF;
 - 1.5 **Principle of Accountability** – means that each employee is responsible for the work performed, including any material or reputational damages that may be caused to the KCGF;
 - 1.6 **Principle of Avoiding Conflicts of Interest** – means that each employee must declare and prevent actions that constitute a conflict of interest with their official duties, in accordance with applicable legislation;
 - 1.7 **Principle of Respecting Ethical Rules** – means that each employee must act in accordance with the corporate governance code and the code of ethics of the KCGF;
 - 1.8 **Principle of Maintaining Confidentiality** – means that each employee must preserve the confidentiality of any information obtained in the course of performing his duties and responsibilities and/or during his engagement with the KCGF, and must not use such information for personal benefit or for the benefit of any third party, nor disclose such information to any party other than those authorized by the KCGF and/or applicable laws.

Article 6

Age of Employment

1. The KCGF may establish an employment relationship with any person who has reached the age of eighteen (18) and who meets the employment conditions determined by the KCGF.
2. In exceptional cases, the KCGF may establish an employment relationship with persons between the ages of fifteen (15) and eighteen (18). Such persons may only be employed for light work that does not pose a risk to their health or overall development and provided that such work is not expressly prohibited by the Labor Law, any other law or sub-legal act.
3. The retirement age is sixty-five (65) years.

CHAPTER III RECRUITMENT PROCESS

Article 7

Identification of Needs and Designation of Vacant Positions

1. Upon the proposal of the Managing Director, the Board of Directors approves the total number of KCGF employees and their compensation, at the time of approving the organizational structure of KCGF staff, staff career development, and the staff salary structure, as approved by the Board of Directors.
2. The Managing Director decides on the announcement of the job position for which a new employee is to be recruited, in compliance with the organizational structure of the KCGF staff as approved by the Board of Directors.
3. In cases where the need for the recruitment of one or more new positions arises, which are not foreseen in the approved organizational structure of the KCGF staff, upon the proposal of the Managing Director, the Board of Directors shall decide on the recruitment of the proposed new position(s) and the level of their compensation.

Article 8

Positions Covered by Technical Assistance and Project Implementers

Employees who work and have contractual relationships with the KCGF through technical assistance or KCGF donors may be employed directly by the KCGF without the need for a public job announcement, depending on institutional needs and the personal performance of such employees. The proposal for such employment is submitted by the Managing Director to the Board of Directors for approval.

Article 9

Announcement of Vacant Positions and Required Information

1. The announcement of vacancies at the KCGF shall include the information specified in paragraph 2 of this Article and must be published on the official KCGF website and on at least one employment portal.
2. The vacancy announcement shall contain the following details:
 - 2.1 job title;
 - 2.2 duration of employment;
 - 2.3 type of employment (full-time/part-time);
 - 2.4 job description;
 - 2.5 duties and responsibilities of the position;
 - 2.6 qualifications and experience;
 - 2.7 deadline for application submission;
 - 2.8 method of application;
 - 2.9 required application document.
3. Employment candidates must complete the application form published on the official KCGF website. The completed form and the required documents must be submitted to the KCGF either to the official e-mail address or through another electronic form specified by the KCGF.

4. The Human Resources Officer prepares the list of received applications and, together with the supporting documentation, submits it to the Evaluation Committee.
5. The KCGF creates and maintains an electronic file of candidates' applications in accordance with the KCGF Personal Data Protection Policy.

Article 10

Establishment of the Evaluation Committee

1. Within five (5) working days after the closing of the vacancy announcement, the Managing Director establishes an Evaluation Committee.
2. The Evaluation Committee shall consist of at least three (3) members, one of whom shall serve as Chairperson. The Chairperson of the Committee shall be the Managing Director. Members shall include the Human Resources Officer and one of the KCGF employees, or one of the members of the Board of Directors, or an independent external member – who is not employed by the KCGF.
3. The Evaluation Committee is responsible for defining the evaluation framework (criteria and their weighting) and conducting the evaluation process, including the initial assessment of applications, oversight of the written test process (where applicable), and conducting interviews.

Article 11

Candidate Evaluation Process

1. The Human Resources Officer shall create a file for each announced/open competition. The file shall contain information about the competition and all candidates who have applied, all documents submitted by candidates at the time of application and during the evaluation phases, as well as all decisions issued by the Evaluation Committee and the Appeals Committee related to that competition.
2. The file containing the data and documents referred to in paragraph 1 of this Article shall be retained by the KCGF and may be used, at the discretion of the KCGF, in the future to contact candidates for potential employment at the KCGF (in any job position).
3. Immediately after receiving and reviewing the file with the submitted applications, the members of the Evaluation Committee must declare any family ties or conflict of interest, and, if applicable, any objective or subjective inability to participate in the Committee's meeting. In such cases, the respective member shall withdraw or be excluded from the Committee and shall be replaced by another person.
4. The process of evaluating applications is divided into the following stages:
 - 4.1. evaluation of applications that meet the minimum requirements specified in the vacancy announcement, based on the pre-determined framework by the Evaluation Committee;
 - 4.2. preparation of the list of candidates who meet the minimum requirements specified in the vacancy announcement and who proceed to the testing and/or interview phase;

- 4.3. written testing of the candidates on the list referred to in paragraph 4.2 above. The test is optional. If the Evaluation Committee decides to apply the test, it may be conducted before or after the interview phase;
- 4.4. interviewing of shortlisted candidates.
5. The format and content of the written test, where applicable, shall be determined by the Evaluation Committee.
6. The Evaluation Committee, at its discretion, may conduct interviews with the physical presence of candidates or remotely via video conference.
7. Upon completion of the written test and/or interview, the Evaluation Committee shall rank the shortlisted candidates according to the points obtained during the written test and/or interview process.
8. All candidates undergoing the interview shall be asked whether they have any family or social relationship with any of the employees of the KCGF.
9. All communication with candidates shall be carried out by the Human Resources Officer.

Article 12

Notification of Candidates and Request for Additional Documents from the Successful Candidate

1. Immediately after the ranking of shortlisted candidates following the written test and/or interview, the Evaluation Committee instructs the Human Resources Officer to notify all candidates participating in the competition about the results of the evaluation process.
2. The candidate who is ranked with the highest score by the Evaluation Committee shall be notified accordingly and requested, within ten (10) working days, to submit to the KCGF the following documents:
 - 2.1. candidate's personal data (Annex I of this Policy);
 - 2.2. copy of the identity card or passport;
 - 2.3. a certificate from the Basic Court confirming that no criminal proceedings are pending against the candidate or that he has not been convicted by a final court decision for committing any criminal offense;
 - 2.4. the original certificate or a notarized copy of the highest level of education required, and copies of other certificates mentioned in the candidate's application;
 - 2.5. a declaration by which the candidate states whether or not there exists any family relationship with any of the KCGF employees (Annex II of this Policy).
3. The candidate shall be informed that this evaluation does not constitute an offer of employment.
4. Before or after sending the notification under paragraph 2 of this Article (at its discretion), the Evaluation Committee shall initiate the process of verifying the references submitted during the application by the highest-scoring candidate. If deemed necessary, the Evaluation Committee may request additional references directly from one of the candidate's listed former employers. The Evaluation Committee must also obtain professional and personal information for the candidate in order to verify its past suitability with the institution's code of ethics and culture.

Article 13 **Right to Appeal**

1. Each candidate who has applied to the respective competition and who is dissatisfied with the process and/or the final result of the competition has the right to submit an appeal to the KCGF.
2. The appeal may be submitted within five (5) working days from the date the candidate was notified of the competition result.
3. The Human Resources Officer shall forward the candidate's appeal, together with the supporting documentation, to the Managing Director.
4. The Managing Director, within five (5) working days after receipt of the appeal, shall establish, by decision, an Appeals Committee.
5. The Appeals Committee shall consist of three (3) members, one of whom shall serve as Chairperson, and of one (1) Secretary. The Managing Director appoints the members and the Secretary of the Appeals Committee. Members of the Evaluation Committee cannot be appointed as members of the Appeals Committee.
6. The Appeals Committee is established on an ad-hoc basis – only for the review and decision-making in relation to the specific competition for which it is formed.
7. The Appeals Committee, within ten (10) days of its establishment, shall issue a written decision on the appeal. If the Committee considers the appeal to be well-founded, it shall undertake corrective measures – cancel and/or repeat one, several, or all phases of the competition. If it considers the appeal unfounded, it shall reject it.
8. The decision of the Appeals Committee is final and may only be further challenged before the competent court.
9. The Human Resources Officer shall deliver the decision to the appellant within five (5) days of the decision being made by the Appeals Committee.

Article 14 **Employment Offer**

1. The Evaluation Committee shall invite the candidate with the highest score in the evaluation process to be offered employment within twenty (20) working days from the date of notification of the evaluation results.
2. If the highest-scoring candidate in the evaluation process does not accept the employment offer, the Evaluation Committee may invite for discussion other shortlisted candidates, according to their respective ranking based on the written test and/or interview results and request them to submit the documents specified in Article 12, paragraph 2, of this Policy.
3. Candidates invited for discussion under paragraph 2 of this Article shall be informed that such discussion does not constitute an offer of employment and that they will be notified of the final decision within twenty (20) working days from the date the invitation under paragraph 2 of this Article was sent.

4. Candidates invited for discussion under paragraph 2 of this Article shall undergo the reference verification process, in line with the procedure applied to the highest-scoring candidate, as set forth in Article 12, paragraphs 2 and 4, of this Policy.
5. Following the completion of the reference verification process and its appropriateness, the Evaluation Committee shall invite the candidate to be offered employment within twenty (20) working days from the date of sending the invitation for discussion under paragraph 2 of this Article.
6. Upon acceptance of the offer by the candidate, the employment contract shall be prepared and signed on the date agreed between the KCGF and the respective candidate.

Article 15

Re-announcement of the Vacancy

1. The KCGF shall re-announce the vacancy in the following cases:
 - 1.1. If, after the initial evaluation of applications by the Evaluation Committee pursuant to Article 11, paragraph 4, sub-paragraph 4.1, it is determined that none of the received applications meet the minimum requirements of the announcement or all applications are assessed below the pre-determined threshold set by the Evaluation Committee;
 - 1.2. If, after the completion of the written test and/or interview, none of the candidates achieve the minimum points pre-determined by the Evaluation Committee to be selected for the announced job position;
 - 1.3. If, after the reference verification, the Employer does not extend an employment offer to the candidate with the highest score and decides not to contact any of the candidates from the shortlist;
 - 1.4. If the candidate with the highest score in the evaluation process refuses the employment offer;
 - 1.5. If, after the case under paragraph 1.4 of this Article, the Committee decides to contact another candidate from the shortlist but does not select any of them.
2. The Appeals Committee, during the review of a submitted appeal, may decide on the re-announcement of the vacancy due to irregularities in the recruitment process.

CHAPTER IV EMPLOYMENT RELATIONSHIP

Article 16 Establishment of the Employment Relationship

The employment relationship is established and defined by the employment contract between the employee and the KCGF, and in accordance with the provisions of this Policy.

Article 17 Types of Employment Contracts

1. The employment contract shall be concluded in written form and signed by the Managing Director of the KCGF and the employee.
2. The employment contract may be concluded for:
 - 2.1. an indefinite period of time;
 - 2.2. a fixed period of time; and
 - 2.3. specific work and tasks.
3. A contract for a specific task may not exceed one hundred and twenty (120) days within one (1) year.

Article 18 Duration of the Employment Contract for a Fixed Period of Time

1. Employment contracts for a fixed period of time shall have the following duration:
 - 1.1. at the time of establishing the employment relationship, the contract is concluded for one (1) year;
 - 1.2. after the completion of the first year, the contract may be extended for an additional one (1) year;
 - 1.3. in the third year of employment, the contract may be extended for a three (3) year period;
 - 1.4. in the fifth year of the employment relationship, the contract may be extended for a five (5) year period.
2. The decision regarding the duration of the employment contract, under paragraph 1 of this Article, shall be based on a comprehensive assessment of the employee's work performance, the quality of tasks performed, and the degree of achievement of the set objectives. In addition, during the decision-making process, factors such as the ability to cooperate, professional engagement, compliance with deadlines and work standards, as well as the overall contribution to achieving institutional objectives, may also be taken into account.
3. Upon the completion of a ten (10) year employment relationship of an employee with the KCGF, a fixed-term contract shall be converted into an indefinite-term contract in accordance with the applicable Labor Law.

4. For current/existing employees of the KCGF, prior to the entry into force of this Policy, their work experience at the KCGF shall be recognized, and the provisions set forth in paragraph 1 of this Article shall be applied accordingly.

Article 19

Contents of the Employment Contract

1. The employment contract shall contain:
 - 1.1. information about the KCGF (name, headquarters);
 - 1.2. information about the employee (name, surname, personal identification number, qualification, and residence);
 - 1.3. the title, nature, or type of work, the type of services, and the job description;
 - 1.4. the workplace and a notice if the work is to be performed at different locations;
 - 1.5. working hours and schedule;
 - 1.6. the commencement date of employment;
 - 1.7. the duration of the employment contract;
 - 1.8. the amount of the basic salary, as well as any allowance or other income, if applicable;
 - 1.9. the duration of leave;
 - 1.10. termination of the employment relationship;
 - 1.11. any annexes to the employment contract;
 - 1.12. other information deemed necessary by the KCGF and the Employee for regulating the employment relationship;
 - 1.13. the employment contract may include other rights and obligations not foreseen by this Policy.
2. Rights and obligations not specified in the employment contract shall be governed by the provisions of this Policy and the applicable Labor Law.
3. An Employee engaged for specific work and tasks shall not be entitled to annual leave or other rights provided under this Policy.
4. Upon signing the employment contract, the Employee shall also sign the Confidentiality Statement (Annex V), the Statement on the Code of Corporate Governance and the Code of Ethics (Annex IV), which form part of this Policy. The Employer shall send the Employee the employment contract and the relevant annexes via email in advance – prior to their signing, for review.

Article 20

Commencement of Work

1. The employee shall commence work on the date specified in the Employment Contract.
2. If the employee does not commence work on the date set in the Employment Contract, it shall be considered that the employment relationship has not been established, unless the employee was prevented from starting work for justified reasons, or if KCGF and the employee agree otherwise.
3. The employee must declare their businesses and those of related parties, including spouse, children, and parents, and such parties may not be beneficiaries of loans guaranteed by KCGF.

4. The employee must have an official institutional e-mail, be included in the official groups according to their position and job duties, and have their photograph and information published on the KCGF website.

Article 21

Probationary Work

1. Probationary work shall be defined in the Employment Contract.
2. Probationary work may last no longer than six (6) months.
3. During the probationary period, either party may terminate the employment relationship with prior written notice of seven (7) days. Neither party is obliged to provide reasons for termination.
4. In the event of termination of the employment relationship of the employee within three (3) months from the start of the probationary period, the Evaluation Committee may either invite for discussion and offer employment to the shortlisted candidates according to their respective ranking or announce a new vacancy for the respective job position.

Article 22

The intern

1. The KCGF may conclude an Employment Contract with an intern.
2. The process of engaging interns shall be determined ad hoc by the Managing Director. The provisions regulating the recruitment of employees/personnel shall not apply to this process.
3. The intern shall exercise all rights and obligations arising from the employment relationship, as other employees do.
4. The internship for an intern with higher education, university, or postgraduate preparation may last up to one (1) year, while the internship for an intern with secondary education may last up to six (6) months.
5. The internship may be carried out with or without compensation/salary. The engagement of an intern without salary shall be recorded in the list of unpaid engagements.
6. Upon completion of the internship, the KCGF shall issue the intern a certificate of internship.

CHAPTER V INTERNAL ORGANIZATION

Article 23 Organizational and Salary Structure

The Organizational Structure, Career Development, and Salary Structure for KCGF personnel shall be approved by the Board of Directors based on the proposal of the Managing Director.

Article 24 Grading – Career Development

1. Grading may be carried out gradually, based on demonstrated performance and other conditions prescribed for the respective job position, as well as in line with the career development and salary structure of KCGF personnel approved by the Board of Directors.
2. The proposal for the grading of an employee shall be made by his/her Supervisor.
3. The decision on grading shall be made by the Managing Director.

CHAPTER VI PLACEMENT IN THE WORKPLACE

Article 25 Assignment of the Employee to the Workplace

1. The employee shall be assigned to the workplace for which the Employment Contract has been concluded.
2. In the event of a need for restructuring or reorganization of work, the employee may be placed/assigned to another workplace that corresponds to his/her qualifications and professional skills.
3. The employee, as needed, may be placed in a vacant workplace with working conditions and salary similar to those of the previous workplace.
4. Mandatory placement shall be carried out in accordance with the applicable Labor Law.

Article 26 Reassignment in the Workplace

1. The Managing Director may recommend that an employee be reassigned to another job position.
2. Acceptance or rejection of such a recommendation is at the discretion of the employee.
3. In such a case, the employment shall be effected by decision of the Managing Director.

Article 27 Internal Vacancy Announcement

1. The Managing Director, at his discretion, may announce an internal vacancy for a new job position or in the case of a vacancy of an existing job position.
2. In the case of an internal vacancy, interested employees only need to express their interest in writing to be considered for the new job position.
3. Within five (5) days after the closing of the vacancy, the Managing Director shall establish the Evaluation Committee, composed of three (3) members. The Chairperson of the Committee shall be the Managing Director himself/herself.
4. Within five (5) days after its establishment, the Evaluation Committee shall review the expressions of interest and invite the employees who have expressed interest to a job interview.
5. Within five (5) days after the completion of the interviews, the Evaluation Committee shall rank the interviewed employees, and the highest-ranked employee shall be offered employment.

6. The employee, within five (5) days after receiving the offer, must declare whether he accepts the offer.
7. In the event of refusal of the offer by the employee to whom the employment offer has been made, the Evaluation Committee may extend the offer to the next highest-ranked employee on the list or may annul the vacancy. In the case of annulment, the KCGF reserves the right to announce an external vacancy for the same job position.
8. Candidates dissatisfied with the decision of the Evaluation Committee may submit an appeal within five (5) days after receiving the decision.
9. In the case of appeals, the Managing Director shall, within five (5) days, establish the Appeals Committee, composed of three (3) members. Members of the Evaluation Committee may not be appointed as members of the Appeals Committee.
10. The Appeals Committee shall, within five (5) days after its establishment, issue a decision regarding the appeals received.
11. The decision of the Appeals Committee is final and may only be contested before the competent court.

CHAPTER VII WORKING HOURS

Article 28 Working Hours

1. Working hours refer to the period of time during which the employee performs work or services for the benefit of the KCGF.
2. The distribution of working hours within the workweek shall be determined by the KCGF. The workweek may be organized differently if the KCGF operates in shifts, during nighttime, or when the nature of the work requires such arrangements, such as: work organization, rational use of work tools, rational use of working hours, and the execution of certain tasks with set deadlines.
3. Unless otherwise stipulated in the Employment Contract, working hours may vary depending on the needs of the KCGF.
4. In all cases, employees are obliged to respect changes in working hours as required by the KCGF and justified by circumstances that necessitate such changes.
5. Employees are obliged to report to their workplace/location at the time determined by the KCGF.

Article 29 Full-Time and Part-Time Working Hours

1. Full-time working hours at the KCGF shall be forty (40) hours per week.
2. Full-time working hours for an employee under the age of eighteen (18) shall not exceed thirty (30) hours per week.
3. Part-time working hours shall mean working hours shorter than full-time – half-time.
4. An employee working part-time shall enjoy all rights and obligations arising from the employment relationship as a full-time employee, proportionate to the number of hours worked.

Article 30 Extended Working Hours – Overtime

1. In exceptional cases, such as increased workload, emergencies to prevent accidents or unforeseen force majeure, and other necessary cases, at the request of the Managing Director, employees must work beyond regular working hours (overtime), up to a maximum of eight (8) hours per week.
2. The KCGF, in agreement with the employee, shall decide whether overtime work will be compensated with time off (hours/days) or with payment.
3. In addition to the mandatory overtime provided in paragraph 1 of this Article, the employee may voluntarily perform additional work in agreement with the KCGF, to be

compensated either by additional pay or additional days off, in accordance with the applicable Labor Law.

4. The KCGF shall keep accurate records of overtime or additional hours worked by employees.
5. Overtime work is prohibited for employees under the age of eighteen (18), for pregnant employees, for employees who are single parents of a child under the age of three (3), and for employees with a disabled child.

CHAPTER VIII LEAVE

Article 31 Breaks During Working Hours

1. An employee is entitled to a break during the workday, for a full uninterrupted working schedule, lasting sixty (60) minutes, which may not be scheduled at the beginning or end of working hours. Breaks during working hours shall be determined by taking into account the nature of the work of the KCGF and the needs of employees. Break time shall be considered as time spent at work.
2. An employee working more than four (4) hours but less than six (6) hours per day is entitled to a break lasting fifteen (15) minutes.
3. An employee under the age of eighteen (18) who works at least four (4) hours and thirty (30) minutes per day is entitled to a daily break lasting thirty (30) minutes.

Article 32 Weekly rest

1. An employee is entitled to a weekly rest of two (2) consecutive days, Saturday and Sunday.
2. The KCGF may require the employee to work on these days of rest – Saturday and Sunday. In such cases, the Parties shall agree whether compensation will be provided in pay or in additional days of rest.

Article 33 Annual Leave

1. During each calendar year, an employee shall be entitled to at least twenty (20) working days of paid annual leave, regardless of whether employed on a full-time or part-time basis.
2. The duration of annual leave shall be determined based on years of service, with one (1) additional working day granted for every five (5) years of work experience.
3. Mothers with children up to the age of three (3), single parents, and persons with disabilities shall be entitled to an additional two (2) working days of annual leave.
4. An employee entering into an employment relationship for the first time, or who has not had a break in employment of more than five (5) working days, acquires the right to annual leave after six (6) months of uninterrupted work, proportionate to the number of months worked.
5. An employee shall be entitled to one and a half (1.5) days of leave for each calendar month worked if:
 - 5.1. in the calendar year in which he has entered into an employment relationship for the first time, he has not completed six (6) months of uninterrupted work;

- 5.2. in the calendar year he has not acquired the right to annual leave due to termination of employment relationship.
6. In the event of termination of the employment contract when the annual leave taken exceeds the number of days accrued in proportion to the months worked, the employee shall reimburse the excess days taken in monetary value, which shall be deducted by the KCGF from the final salary payment.
7. If the employee falls ill during the use of annual leave, the sick leave shall not be counted as part of the annual leave.
8. The employee's request for annual leave shall be submitted to the immediate supervisor electronically at least five (5) working days before the requested leave date. Exceptionally, in emergency cases, the request may be submitted one (1) working day in advance.
9. The request for approval of annual leave shall be approved or rejected by the immediate supervisor electronically no later than one (1) working day before the beginning of the annual leave.
10. The decision regarding the request for annual leave shall be made by taking into account the organization of work processes and the need to maintain a sufficient number of employees at their workplaces.
11. Annual leave may be taken in two (2) or more parts, in agreement with the KCGF. If the employee uses annual leave in two or more parts, the supervisor may require him to take the main part for at least ten (10) consecutive working days within one (1) calendar year. The remaining unused leave must be used no later than 30 June of the following year. Annual leave cannot be borrowed from future years. If annual leave days are not used, no financial compensation shall be granted for unused days. If the employee's salary is funded by a grant or contract, the carryover of annual leave may not be possible.
12. The employee shall be liable for damages caused if he/she takes annual leave without prior written approval of the KCGF. In the event of refusal of the annual leave request, the employee's absence shall be considered as unexcused absence, and the KCGF shall have the right to terminate the employment relationship.

Article 34 **Compensation for Non-Use of Annual Leave**

1. An employee who has not used annual leave or part of it due to the fault of the KCGF shall be entitled to use such leave during the following period convenient to the employee, or to receive monetary compensation. Conversely, if the employee does not use annual leave for other reasons, the KCGF shall not be obliged to compensate for the unused days.
2. The amount of compensation under paragraph 1 of this Article shall be determined according to the duration of the unused annual leave and based on the income the employee earns in the month of compensation.

Article 35 Medical Leave

1. An employee shall be entitled to twenty (20) working days of medical leave per year with full salary.
2. Based on medical recommendation, an employee shall be entitled to unpaid medical leave. Such leave must be approved by the employee's immediate supervisor.
3. An employee shall be entitled to compensation for medical leave resulting from work-related injury or occupational disease connected to the performance of work and services for the KCGF, in the amount of seventy percent (70%) of salary, for a duration of ten (10) to ninety (90) working days.
4. An employee who is unable to report to work due to illness, serious injury, or temporary incapacity is obliged to inform the immediate supervisor immediately, or at the latest on the day of absence. If the employee's condition makes notification impossible, he shall make efforts to inform the immediate supervisor as soon as possible.
5. If absence from work lasts longer than three (3) days, the employee shall be obliged to submit a medical certificate issued by a licensed health institution justifying such absence and to submit a request for medical leave.
6. During absence under paragraph 2 of this Article, the employee's rights and obligations arising from the employment relationship shall be suspended, except for rights deriving from mandatory contributions payable by the employee.
7. The KCGF shall send the employee for medical examination once (1) per year.
8. The KCGF may pay health insurance and/or life insurance for the employee.

Article 36 Maternity and Paternity Leave

1. A female employee shall be entitled to twelve (12) months of maternity leave.
2. Upon presentation of a medical certificate, a pregnant employee may commence maternity leave up to forty-five (45) days before the expected date of birth. During the period of twenty-eight (28) days before the expected date of birth, the KCGF, with the consent of the pregnant employee, may require her to commence maternity leave.
3. During maternity leave, the employee shall be compensated as follows:
 - 3.1. the first six (6) months – seventy percent (70%) of salary;
 - 3.2. the following three (3) months – fifty percent (50%) of salary;
 - 3.3. the remaining three (3) months – unpaid.
4. If the mother does not wish to use maternity leave as provided under paragraph 3 of this Article, she must notify the KCGF at least fifteen (15) days prior to the end of the leave.
5. Any female employee who breastfeeds her child, if she does not use maternity leave after the sixth month thereof and in accordance with applicable legal provisions, shall be entitled from the sixth (6th) month until the child's first (1st) year to two (2) paid hours per

day within working hours, excluding regular break time, for breastfeeding, as provided by the Law on the Protection of Breastfeeding.

6. If the employee gives birth to a stillborn child or if the child dies before the end of maternity leave, the employee shall be entitled to maternity leave, as determined by a physician, for as long as is necessary for recovery from childbirth and the psychological condition caused by the loss of the child, but not less than forty-five (45) days, during which period she shall retain all rights under maternity leave.
7. The child's father may exercise the mother's rights in the following cases: in the event of the mother's illness, if the mother dies, or if the mother abandons the child before the end of maternity leave.
8. The rights under paragraph 3, sub-paragraphs 3.2 and 3.3 of this Article may be transferred to the child's father by agreement with the mother.
9. The rights under paragraph 1 of this Article may also be exercised by the child's adoptive parent or guardian, in the event of the death of both parents or if the parents abandon the child.
10. Leave under this Article must be used for the purpose intended and may not be accumulated or converted, in whole or in part, into monetary compensation.

Article 37 Additional Leave

1. Any female employee who breastfeeds her child beyond the first (1st) year up to the second (2nd) year shall be entitled to one (1) paid hour per day within working hours to breastfeed her child, excluding the regular break during working hours.
2. Any female employee who breastfeeds her child shall use the paid break of one (1) or two (2) hours per day within working hours at the beginning, in the middle, or at the end of the working hours, in agreement with the KCGF, and shall notify the KCGF in writing together with a medical certificate confirming that she is breastfeeding.

Article 38 Unpaid Leave for Education and Development

1. An employee who wishes to attend a training and development program or postgraduate studies, which is not part of his personal training and development plan but is considered by the Managing Director as beneficial for his personal development, may request unpaid leave.
2. The Managing Director shall approve such leave for education and development, taking into consideration the possible planning needs related to the employee's absence during the specified period.

CHAPTER IX ABSENCE FROM WORK

Article 39 Paid Absence from Work

1. An employee shall be entitled to paid absence from work in the following cases:
 - 1.1. marriage – five (5) working days;
 - 1.2. death of an immediate family member (spouse, child, father, mother, sister, brother, mother-in-law, and father-in-law) – five (5) working days;
 - 1.3. childbirth – three (3) days;
 - 1.4. relocation of the employee/employee's family from one city to another – two (2) working days;
 - 1.5. natural disasters – three (3) working days; and
 - 1.6. voluntary blood donation – two (2) working days.

Article 40 Unpaid Absence from Work

1. Upon the employee's request, the KCGF may allow the employee to be absent from work without salary compensation.
2. The decision to approve or reject the request for unpaid leave shall be made by the Managing Director.
3. During the period of unpaid absence from work, the employee's rights and obligations arising from the employment relationship shall be suspended, except for rights deriving from the mandatory contributions payable by the employee.

Article 41 Suspension of Rights and Obligations from the Employment Relationship

1. An employee's rights and obligations from work and the employment relationship shall be suspended for a specified period if absent from work in the following cases:
 - 1.1. when the employee is sent abroad to represent the interests of the country;
 - 1.2. when elected or appointed to public office;
 - 1.3. until the final decision of the Court, for a duration of up to six (6) months.
2. After the suspension of employment rights under paragraph 1 of this Article, the employee shall have the right to return to work at the KCGF within a period of five (5) days.

CHAPTER X TRAINING AND DEVELOPMENT OF EMPLOYEES

Article 42 Employee Training

The KCGF is committed to ensuring that all staff members possess the necessary knowledge, skills, and expertise, to perform their duties in accordance with the highest standards and to reach their full potential.

Article 43 Responsibility for Employee Training

1. The Managing Director shall be responsible, in cooperation with employees, for identifying needs and drafting personal and professional development plans for employees of the KCGF.
2. Personal development plans shall be prepared based on the needs and priorities of the institution, adequate resources, and in accordance with budgetary planning for employee training and development.
3. The Managing Director shall monitor and evaluate the effectiveness of training and development programs attended by employees.
4. It shall be the responsibility of the KCGF Board to identify and organize training and development for members of the KCGF Board.
5. Employees shall be responsible for attending training and development programs defined in their personal development plan.

Article 44 Scheme for Incentivizing Training and Development

1. Participation in each training and development program shall be recorded in the personal file of each employee and shall constitute an integral part of his annual performance evaluation.
2. The KCGF shall particularly encourage long-term and structured training programs for all its employees.

Article 45 KCGF Support in Employee Training and Development

1. The KCGF shall support the employee with hotel, travel, and daily expenses of twenty-five (25) Euros per day for trainings, seminars, official visits, or conferences, held in regional¹ countries, and fifty (50) Euros per day for those held in European Union

¹ The regional countries include: Albania, Montenegro, North Macedonia, Bosnia and Herzegovina, and Serbia.

countries or elsewhere, provided they are part of the employee's personal training and development plan or institutional representation.

2. The KCGF may provide financial support of up to fifty percent (50%) of the total registration fee for participation in a training or development program initiated personally by the employee and not included in the personal training and development plan, based on invoices from the relevant institution. The Managing Director shall decide on the financial support and the amount thereof.
3. Requests for financial support shall be prepared by the employee and submitted to the Managing Director with justification for support, for approval.
4. If, prior to employment at the KCGF, the employee has been attending a training or development program, he may qualify for financial support related to future expenses of such studies after completing the first year of employment at the KCGF.

CHAPTER XI OCCUPATIONAL SAFETY AND HEALTH

Article 46 Workplace Safety

The KCGF is committed to providing a safe environment for all employees in compliance with legal requirements on occupational safety. In cases where employees have concerns regarding workplace safety, they must communicate directly with the Managing Director.

Article 47 Workplace Health

1. The employee shall have the right to occupational safety, health protection, and a suitable working environment, in accordance with the Labor Law and the Law on Occupational Safety, Health Protection of Employees, and Protection of the Working Environment.
2. The employee shall be obliged to comply with the rules on occupational safety and health protection, in order not to endanger his own health and safety, as well as the safety and health of other employees.
3. The KCGF shall ensure the necessary conditions for occupational protection, thereby safeguarding the life and health of employees, in compliance with the applicable law in force.

CHAPTER XII PERFORMANCE EVALUATION

Article 48 Evaluation Period and Responsibility

1. Performance evaluation shall be conducted at least annually, within a period of three (3) months of the following year.
2. The evaluation of employees shall be the responsibility of the employee's supervisor.
3. The evaluation of the Managing Director shall be the responsibility of the Board of Directors.
4. Employee evaluations shall be documented according to the Evaluation Form (Annex VII of this Policy).

Article 49 Evaluation Based on Institutional Objectives

The objectives of the KCGF shall guide the evaluation of employees with respect to the further development of the KCGF. The evaluation of employees serves to build a culture of open communication and aims to support the professional development of staff, the alignment of individual objectives with institutional objectives, and, in other cases, the transparent communication of results and collaboration at work.

Article 50 Evaluation Based on Employee Competencies

1. Employee competencies include professional abilities and personal skills demonstrated in the performance of duties and responsibilities at work.
2. The evaluation of employee competencies shall be based on abilities in:
 - 2.1. planning and organization;
 - 2.2. decision-making;
 - 2.3. motivation (development) and impartial treatment of staff;
 - 2.4. professional/technical knowledge;
 - 2.5. initiative and creativity;
 - 2.6. teamwork;
 - 2.7. communication and representation skills;
 - 2.8. work effectiveness.

Article 51 Evaluation Procedure

1. The employee evaluation procedure shall be carried out through the completion of the evaluation form, the conduct of an evaluation interview, and the confirmation of the evaluation result (signature of Annex III completed by both parties: the evaluator and the employee).

2. The performance evaluation form shall be completed by the evaluator, based on data collected during the evaluation period concerning the achievement of objectives and the competencies of the evaluated employee. For each objective or competency, the evaluator shall justify his decision through the completion of the comments section of the evaluation form.

Article 52

Performance Evaluation after Probationary Work

1. Employees subject to a probationary period shall be evaluated for their performance, namely the results achieved during the probationary period. The supervisor shall conduct the performance evaluation by completing the evaluation form for the employee's probationary period.
2. If the direct supervisor assesses that the employee has successfully passed the probationary period and the performance is satisfactory (in terms of quality, quantity, and punctuality), he shall recommend to the Managing Director that the employee be offered the job position for which the probationary period was completed.
3. If the direct supervisor assesses the performance during the probationary period and is not convinced that the employee is suitable for the position or does not fully meet expectations, he may extend the probationary period in accordance with probationary limitations and propose employment conditions that must be achieved during the extended period, with the warning that failure to meet such objectives and conditions shall result in termination of the employment relationship during the probationary period.
4. If the supervisor assesses the performance during the probationary period as unsatisfactory, he shall recommend to the Managing Director not to extend the employment contract after the probationary period, meaning the termination of the employment relationship after the probationary period, and shall notify the employee thereof at least seven (7) days before the expiration of the probationary period.

Article 53

Special Cases of Performance Evaluation

1. Employee's performance evaluation may also be conducted outside the regular evaluation period in cases of: determination from the previous evaluation, resignation, reassignment, suspension, redundancy, dismissal, or termination of the employment relationship.
2. An employee who has been confirmed in a position at the KCGF, after completing the probationary period, shall be evaluated for the remainder of the calendar year, taking into account the performance evaluation conducted during the probationary period.
3. If the evaluator resigns, is declared redundant, or reaches the retirement age, he shall be obliged to evaluate his subordinates outside the regular evaluation period. The evaluation for the remaining period until the end of the year shall then be carried out by the succeeding evaluator.

Article 54

Communication of Evaluation Results

1. The evaluator shall notify the employee at least two (2) working days in advance of the date, time, and place of the evaluation meeting and shall send the evaluation form completed by him. During the meeting, the evaluated employee shall have the right to express disagreement regarding the evaluation of objectives or competencies and to present arguments for such disagreement. The evaluator may take into account the employee's arguments and amend the evaluations. The signed evaluation form (Annex III of this Policy) shall be attached to the employee's file.
2. If the evaluated employee is dissatisfied with the evaluation, he may submit written remarks on the form within two (2) working days and send them to the evaluator together with a request for reconsideration of the evaluation.
3. The evaluation form shall be prepared by the Managing Director or by a person delegated by him.

CHAPTER XIII DISCIPLINARY PROCEDURE

Article 55 Definition and Classification of Violations

1. Breaches of work duties subject to disciplinary measures are classified as:
 - 1.1. minor violations;
 - 1.2. serious violations.
2. Minor violations include the following:
 - 2.1. failure to comply with working hours without valid justification;
 - 2.2. unjustified absence from the workplace for up to two (2) consecutive working days.
3. Serious violations include the following:
 - 3.1. repetition of any minor violation;
 - 3.2. breach of confidentiality or disclosure of sensitive data of clients, partners, or the institution;
 - 3.3. offensive, discriminatory behavior or harassment verbal, physical, sexual;
 - 3.4. abuse of position for personal gain or for the benefit of third parties;
 - 3.5. manipulation or falsification of documents, financial reports, or other institutional data;
 - 3.6. theft or misuse of institutional property;
 - 3.7. violation of policies on conflict of interest and corruption.

Article 56 Disciplinary Measures for Minor Violations

1. For minor violations of work duties, the following disciplinary measures may be imposed:
 - 1.1. oral warning;
 - 1.2. written warning;
 - 1.3. demotion in position/grade.

Article 57 Disciplinary Measures for Serious Violations

1. For serious violations of work duties, the following disciplinary measures may be imposed:
 - 1.1. suspension of the employment relationship; or
 - 1.2. termination of the employment relationship.
2. Suspension of the employment relationship may last for a maximum of six (6) months. During this period, the KCGF is obliged either to reinstate the employee or to terminate the employment contract. The KCGF is obliged to pay the employee's salary during the suspension period.
3. Suspension may also be imposed in cases where the employee is subject to ongoing criminal investigations and/or disciplinary procedures.

Article 58

Imposition of Disciplinary Measures

1. The disciplinary measures set out in this chapter shall be applied and imposed only when necessary. Whenever possible, informal and/or formal counselling, or other good management practices, shall be used to resolve certain issues before any disciplinary action is taken.
2. Disciplinary measures and procedures aim to safeguard high standards of discipline in the workplace, by setting an example and ensuring that staff conduct is always maintained at the highest standards.
3. Employees of the KCGF are obliged to perform their duties and responsibilities, act in accordance with KCGF policies and procedures, uphold high moral and professional standards, and maintain work discipline and order in their relations with colleagues and KCGF partners.

Article 59

Reporting of Violations

1. If an employee suspects that another employee has committed a violation, or if he/she has committed a violation himself, such matter shall be reported to the Managing Director.
2. Reporting of violations may be done in writing or orally. Relevant evidence shall be attached to the report.
3. Within five (5) days from the date of the report, the Managing Director shall examine all circumstances of the matter, analyse the evidence received, and collect relevant evidence. He shall then invite the reporting employee, the employee alleged to have committed the violation, as well as any other person who may provide testimony regarding the case, to make statements.
4. During the taking of statements under paragraph 3 above, the Human Resources Officer shall draft a written record. The written record shall be signed by the persons giving the statements, by the Human Resources Officer, and by the Managing Director.
5. The written record and all relevant evidence shall be placed in the employee's file. The file shall remain confidential. Upon request, a copy of the file may be provided to the employee.
6. Within five (5) days after undertaking the actions referred to in the above paragraphs of this Article, the Managing Director shall take a decision regarding the reported violation.
7. If the Managing Director assesses that there are no substantiated suspicions of a violation, he shall issue a decision rejecting the report.
8. If the Managing Director assesses that there are substantiated suspicions of a violation, he shall issue a decision to initiate disciplinary proceedings against the reported employee.

Article 60

Disciplinary Committee

1. The Managing Director, by decision, shall establish a Disciplinary Committee composed of three (3) members. The Chair shall be the Managing Director, while two (2) employees of the KCGF shall be appointed as members.
2. In the absence of the Chair of the Disciplinary Committee, the Committee shall be led by the person appointed by delegation from the Managing Director.
3. If any member of the Disciplinary Committee has a conflict of interest in the case to which he is appointed, the Managing Director shall replace him with another employee. The following shall constitute a conflict of interest under this paragraph:
 - 1.1. if the Committee member is the direct supervisor of the employee against whom the disciplinary procedure has been initiate;
 - 1.2. if the Committee member has been harmed by the employee against whom the disciplinary procedure has been initiate;
 - 1.3. if the Committee member has family, marital, social, or close ties with the employee against whom the disciplinary procedure has been initiate.

Article 61

Responsibility of the Disciplinary Committee

1. The Disciplinary Committee shall base its decisions solely on established facts and evidence and shall under no circumstances take biased decisions or decisions based on unverified facts or evidence.
2. In deciding whether to impose a disciplinary measure, the Disciplinary Committee shall take into account all mitigating and aggravating circumstances: the motive of the violation, the intent, the employee's past behavior, the seriousness of the violation, and any other circumstances necessary to determine disciplinary responsibility.

Article 62

Initiation of Disciplinary Procedure

1. The disciplinary procedure shall commence with the establishment of the Disciplinary Committee by the Managing Director.
2. Within five (5) days from its establishment, the Disciplinary Committee shall analyze the evidence and circumstances of the case, hear the parties - namely by scheduling a hearing at which testimonies and statements of the parties are taken, and thereafter decide whether or not to impose a disciplinary measure.
3. The Human Resources Officer shall draft a written record during the hearing. The written record shall be signed by all parties.
4. The disciplinary procedure shall be conducted in one of the official languages of the Republic of Kosovo, which is understood by all parties. If any of the parties does not understand the language, translation shall be provided into a language he understands.
5. The employee subject to disciplinary proceedings shall have the right, throughout the entire procedure, to be accompanied by an authorized representative. The representative

shall have the right to advise the employee and to act on his behalf, except in cases where testimony is required from the employee.

Article 63 **Decision of the Disciplinary Committee**

1. Within five (5) days after undertaking the actions under Article 62, the Disciplinary Committee shall issue a decision regarding the imposition or non-imposition of a disciplinary measure.
2. The decision shall be drafted by the Human Resources Officer.
3. The decision shall contain: the introductory part – indicating the composition of the Committee, the legal basis, and the date of the decision; the dispositive part – indicating the name of the employee who committed the violation, the committed violation, the disciplinary measure, the entry into force of the disciplinary measure, and any other matter decided; the reasoning part – setting out the course of events, the violation that occurred, and justification of the link between the violation and the imposed disciplinary measure; and the closing part – containing the legal remedy, namely the guidance of the party on the available legal means against the decision taken.
4. The decision shall be signed by all members of the Disciplinary Committee.
5. The decision shall be delivered to the employee within five (5) working days after its issuance.
6. A copy of the decision shall be kept in the employee's file within the KCGF, and a copy shall also be delivered to the Managing Director.

Article 64 **Conclusion of the Disciplinary Procedure**

1. The decision of the Disciplinary Committee shall be final within the KCGF.
2. The decision of the Disciplinary Committee may be further contested before the competent court.
3. With the decision of the Disciplinary Committee, the disciplinary procedure shall be concluded.

Article 65 **Complaints Against the Managing Director**

1. Employees may report any alleged violation by the Managing Director to the Chairperson of the Board of Directors.
2. The Chairperson of the Board of Directors, immediately upon receipt of the report of violation, shall notify the members of the Board of Directors, excluding the Managing Director.

3. The Board of Directors shall establish a Committee for reviewing reports of violations by the Managing Director. The Committee shall be composed of three (3) members of the Board of Directors, excluding the Managing Director.
4. Following the review of the complaint against the Managing Director, the Committee shall present to the Board of Directors (excluding the Managing Director) its proposal for a specific decision.
5. The Board of Directors (excluding the participation of the Managing Director) shall decide on the approval or rejection of the complaint filed against the Managing Director. In the event of a tie vote, the vote of the Chairperson of the Board of Directors shall be decisive.
6. A Managing Director dissatisfied with the decision of the Board of Directors may appeal to the competent Court in Kosovo.

CHAPTER XIV TERMINATION OF EMPLOYMENT RELATIONSHI

Article 66 Modes of Termination of Employment Relationship

1. The employment relationship may be terminated in one of the following ways:
 - 1.1. by operation of law;
 - 1.2. by mutual agreement between the Parties;
 - 1.3. by the Employee;
 - 1.4. by the Employer.

Article 67 Termination by Operation of Law

1. Termination of the employment relationship by operation of law shall occur in the following case:
 - 1.1. upon the death of the Employee;
 - 1.2. upon the expiration of the Employment Contract;
 - 1.3. when the Employee reaches the retirement age of sixty-five (65) years;
 - 1.4. on the date of delivery of the final decision confirming the loss of the Employee's ability to work;
 - 1.5. if the Employee serves a prison sentence lasting more than six (6) months;
 - 1.6. by decision of the competent court, which results in the termination of the employment relationship;
 - 1.7. in the event of bankruptcy or liquidation of the Employer;
 - 1.8. in other cases determined by applicable laws.

Article 68 Termination by Mutual Agreement

1. In the case of termination of the employment relationship by mutual agreement of the Parties, the agreement shall be in writing.
2. The agreement shall include the details of the parties, details of the employment contract being terminated, the date of conclusion of the agreement, the effective date of termination, the date until which the employee must report to work, information regarding salary payment and any other applicable compensation. The agreement may also include any other information deemed necessary by the parties.

Article 69 Termination by the Employee

1. The Employee may unilaterally terminate the employment relationship by resignation. For this purpose, the Employee shall be obliged to notify the Employer in writing.
2. The prior notice period to the Employer shall be fifteen (15) days if the Employment Contract was for a fixed term, or thirty (30) days if the Employment Contract was for an indefinite term.

Article 70 Termination by the Employer

1. The Employer may unilaterally terminate the employment relationship, with prior notice, in the following cases or for the following reasons:
 - 1.1. for economic, technical, or organizational reasons;
 - 1.2. if the Employee is no longer capable of performing job duties;
 - 1.3. in cases of serious misconduct by the Employee;
 - 1.4. due to unsatisfactory performance of job duties by the Employee.
2. Termination under sub-paragraphs 1.1 and 1.2 of paragraph 1 of this Article is permitted if it is not reasonable for the Employer to transfer the Employee to another position, train, or qualify him to perform the job or another job.
3. The notice period to the Employee, by the Employer, for termination of the employment relationship if the Employment Contract is for an indefinite term shall be as follows:
 - 3.1. thirty (30) calendar days – if the Employee has been employed with the Employer for six (6) months up to two (2) years;
 - 3.2. forty-five (45) calendar days – if the Employee has been employed with the Employer for two (2) to ten (10) years;
 - 3.3. sixty (60) calendar days – if the Employee has been employed with the Employer for more than ten (10) years.
4. The notice period to the Employee, by the Employer, for termination of the employment relationship if the Employment Contract is for a fixed term shall be thirty (30) calendar days.
5. The notice period to the Employee, by the Employer, for non-renewal of a fixed-term Employment Contract shall be thirty (30) calendar days.
6. Failure by the Employer to respect the above-mentioned notice period entitles the Employee to extend the Employment Contract for an additional thirty (30) calendar days, with full salary and the same conditions.
7. The Employer may unilaterally terminate the Employee's Employment Contract, without prior notice, if:
 - 7.1. the Employee is guilty of repeating less serious misconduct or breach of obligations;
 - 7.2. the Employee's performance remains unsatisfactory despite prior written warning by the Employer.
8. The Employer may terminate the employment relationship under sub-paragraphs 7.1 and 7.2 of paragraph 7 of this Article only if he/she has provided the Employee, in writing, with a description of the unsatisfactory performance, granted a specific timeframe within which the Employee must improve his performance, and notified the Employee that failure to improve performance will result in dismissal without further written warning.
9. The Employer shall hold a meeting with the Employee to discuss the termination of the employment relationship or to deliver the notice of termination. At this meeting, the Employee shall have the right to be accompanied by a representative of his choice.

Article 71 Procedure for Termination of Employment Relationship

1. Termination of the employment relationship must be made by a written decision.
2. Notice Period:
 - 2.1. The Employee shall notify the KCGF in case of termination of employment – resignation. The notice must be in writing, within the following prior periods:
 - 2.1.1. Thirty (30) calendar days – for contracts of indefinite duration;
 - 2.1.2. Fifteen (15) calendar days – for fixed-term contracts.
 - 2.2. The KCGF may reduce the notice period or waive the obligation for prior notice, by mutual agreement with the employee.
 - 2.3. During the notice period, the employee must continue to perform his job duties, unless otherwise agreed with the KCGF.
3. Exit Interview:
 - 3.1. Before leaving employment, the employee shall hold an exit interview with Human Resources staff. This interview aims to gather feedback on the employee's experience, discuss reasons for leaving, and identify possible areas for institutional improvement.
 - 3.2. The exit interview shall be scheduled within the last five (5) working days of the employee's employment.
 - 3.3. Comments obtained shall remain confidential and shall be used solely for institutional improvement purposes.
4. Return of Equipment and Company Property:
 - 4.1. Upon resignation or departure, the employee must return all KCGF property, including but not limited to:
 - 4.1.1. Company laptops, phones, access cards, and office equipment;
 - 4.1.2. Any documentation or intellectual property belonging to the KCGF.
 - 4.2. Failure to return KCGF property may result in deductions from the employee's final salary or legal action.
5. Employment Certification:
 - 5.1. Upon termination of the employment relationship, the KCGF shall provide the employee with an employment certificate stating the dates of employment and a brief description of the role performed.
 - 5.2. The certificate shall confirm the employee's years of service, job title, and any additional relevant information upon request.

CHAPTER XV EMPLOYEE PERSONAL FILE

Article 72 Contents of the File

1. The KCGF shall create and maintain individual personnel files for each employee. Such files shall include, inter alia, the standard employee information form, application form, copy of personal identification document, CV, supporting documents submitted at the time of application, copies of diplomas, certificates, and other documents proving educational and professional qualifications, the job offer, requests and evidence related to the use of annual or other leave, evidence of used medical leave, warnings and other disciplinary measures imposed, employment contracts, notifications and other decisions related to the employment relationship, performance evaluations, trainings attended, as well as any other additional document of importance that forms an integral part of the employee's file.
2. Employee files may be destroyed ten (10) years after the termination of the employment relationship between the Parties.
3. No employee shall have the right to use, for his financial or other benefit, confidential or other sensitive information obtained due to his position at the KCGF or from its staff by exploiting their trust.

Article 73 Access to the File

1. Each employee shall have the right to access his personal file, review it, and request the correction of any inaccuracies if such are identified.
2. Upon termination of the employment relationship, the employee shall have the right to access and obtain a copy of his/her personal file.
3. Individual personnel files constitute confidential documents, and access to them is restricted only to the employees themselves who have a personal interest in accessing their file, their immediate supervisor, and authorized staff solely for the purpose of performing their job duties.
4. Members of the KCGF committees – evaluation committees, disciplinary committees, and appeals committees – shall have the right to access the employee's personal file for the purpose of fulfilling their official duties. Access shall be provided upon request (addressed to the KCGF).

CHAPTER XVI FINAL PROVISION

Article 74 Annexes

1. This Policy contains the following annexes:
 - 1.1. Annex I – Employment Application;
 - 1.2. Annex II – Candidate Data;
 - 1.3. Annex III – Declaration of Family Relations with KCGF Employees;
 - 1.4. Annex IV – Declaration on the Corporate Governance Code and the Code of Ethics;
 - 1.5. Annex V – Confidentiality Declaration;
 - 1.6. Annex VI – Management of Assets / Liabilities of Official Assets;
 - 1.7. Annex VII – Employee Performance Evaluation;
 - 1.8. Annex VIII – Training Evaluation Form;
 - 1.9. Annex IX – Exit Interview;
 - 1.10. Annex X – Employment Certificate.

Article 75 Repealing Provisions

1. Upon entry into force of this Policy, the Human Resources Policy dated 28.10.2024, including its amendments and supplements, shall be repealed.
2. All decisions and other documents approved by the Board of Directors or the Managing Director based on the previous Human Resources Policy shall continue to remain in force until repealed or replaced by other decisions or documents based on this Policy.

Article 76 Prevalence of Applicable Law

1. All matters not regulated by this Policy shall be governed by the applicable Labor Law in Kosovo.
2. The applicable Labor Law in Kosovo shall prevail over the provisions of this Policy in case of conflict.

Article 77 Entry into Force

This Policy enters into force on the date of approval by the Board of Directors of KCGF.

25.09.2025

Chairperson of the Board of Directors

Agan Azemi

ANNEX I EMPLOYMENT APPLICATION

EMPLOYMENT APPLICATION

The position you are applying for			
Personal Information			
Name			
Last name			
Tel. No.		E-mail	

Language			
Albanian YES/NO*	Serbian YES/NO *	English YES/NO *	Other:
Excellent	Excellent	Excellent	Excellent
Good	Good	Good	Good
Begginer	Begginer	Begginer	Begginer

Computer skills	
Do you have experience working with a computer and using MS Office programs? If so, list below.	YES/NO *
Programs:	

Education

Bachelor studies		Completed in (year):
Diploma		
Name of University		
Master of Science		Completed in (year):
Diploma		
Name of University		
Postgraduate studies (PhD)		Completed in (year):
Diploma		
Name of University		
Other qualifications		

Work experience		
Position		
Institution		
Job description		
Date of employment	From: dd/mm/yy	Until: dd/mm/yy
Position		
Institution		
Job description		
Date of employment	From: dd/mm/yy	Until: dd/mm/yy
Position		
Institution		
Job description		
Date of employment	From: dd/mm/yy	Until: dd/mm/yy

** Please specify the experiences most relevant to the position you are applying for.*

Other information:	

References:			
Name/ Title		Contact	
Name/ Title		Contact	
Name/ Title		Contact	

Please save the document in pdf format and send it together with other documents to the e-mail address mentioned in the announcement.

ANNEX II
CANDIDATE INFORMATION

First Name and Last Name: _____

Personal Number: _____

Date of Birth: __/__/____

Bank Account: _____

Permanent Address: _____

Personal Phone Number: _____

Personal Email Address:

Emergency Contact (First and Last Name): _____

Emergency Contact Phone Number: _____

Employee Signature

Date: __/__/____

ANNEX III
DEKL DECLARATION ON FAMILY RELATIONSHIPS WITH KCGF EMPLOYEE

"I, _____, with personal number _____, have applied for the position of _____ at the Kosovo Credit Guarantee Fund (KCGF), in the vacancy announced on ___/___/20__.

I hereby declare, of my own free will and in full capacity that:

I have no family ties to any person employed at KCGF or on the Board of Directors of KCGF.

I have a family relationship with _____ who is employed at KCGF or a member on the Board of Directors of KCGF.

Through this declaration, I pledge to fulfill the duties and responsibilities specified in the announced vacancy and defined in the job duties as an integral part of the employment contract, without being influenced by the declared family relationship.

Date: _____

Signature:

ANNEX IV

STATEMENT ON THE CODE OF GOOD CORPORATE GOVERNANCE AND THE CODE OF ETHICS

The Code of Good Corporate Governance and the Code of Ethics of KCGF establishes the basic principles of ethics and rules of conduct to be applied by all employees of KCGF.

I, _____ (Employee) have read and understood and I agree with the Code of Good Corporate Governance and the Code of Ethics of the KCGF, and I promise to respect the required rules of conduct and ethics in accordance with this Code.

Signature of the Employee

Date

ANNEX V
DECLARATION OF CONFIDENTIALITY

I agree to the following statement:

I have read and understood the privacy policies of the Kosovo Credit Guarantee Fund.

I understand that I may come into contact with confidential information during my time at KCGF. As part of the terms of my employment with KCGF, I hereby undertake to keep confidential any information related to any client, employee or activity of KCGF or any other organization that I will cooperate with during my work at KCGF. I will behave and act in accordance with the privacy policies of KCGF and applicable laws including those requiring mandatory reporting.

I agree that I will not move any confidential material of any kind from the premises of KCGF, unless within the scope of my duties, I am authorized to do so by the governing bodies of KCGF.

(Name and Surname of the Employee)

(Personal Number of the Employee)

(Signature of the Employee)

Date: _____

ANNEX VI

ASSET MANAGEMENT / ASSIGNMENTS OFFICIAL ASSETS

List of received – handedover assets

Name and Last Name	
Work title	

Ordinal no.	Asset description	Brand	Model	Serial no.	State of asset

Signature of the registrar		dd/mm/yyyy
Checked		dd/mm/yyyy
Signature of the receiver		dd/mm/yyyy

**ANNEX VII
EMPLOYEE PERFORMANCE EVALUATION**

Employee Performance Evaluation

Name of Employee:

Title: _____

Name of Supervisor / Title: **XXX - Managing Director**

**Period included in
Evaluation:**

From: January 20XX

To: December 20XX

Date of Evaluation:

XX January
20XX

Part I: Employee Work Objectives

(To be completed by employee himself/herself prior to evaluation, at the beginning of evaluation period)

Describe achieved objectives, goals, and performance standards that will be subject to evaluation during this performance evaluation period. Do not copy "Key Duties and Responsibilities" from the job description. Ensure that objectives are specific, measurable, agreed, realistic and timely.

Part II: Evaluation and Comments

(Performance evaluation must be supported by examples of employee performance; to be completed by supervisor)

Areas subject to evaluation are as follows:

- **Performance**
- **Improvements**
- **Criticism**

Performance Evaluation

Comments

1. Work Quality / Professional Skills / Job Knowledge

(Thoroughness, regularity, accuracy of work, meeting deadlines and completion of work, professional skills, clear understanding of role and factors associated with the job, technical and professional skills needed to cover the area of responsibility, understanding of policy, working procedures and practice).

2. Work Volume / Work Under Pressure

(Workload acceptable under normal conditions, punctuality, moderate breaks, overtime, organizational and job planning skills, ability to maintain job quality; willingness to accept added duties; ability to perform work under pressure, ability to manage competing demands).

3. Inter-Personal Skills, Teamwork

(Ability and willingness to work in harmony with peers/supervisor, communication with team group/supervisor, flexibility to accept the opinion of others, peer-to-peer relations, willingness to share knowledge and information with the group, ability to manage and resolve conflict situations).

4. Independence and Flexibility at Work

(Ability to work with minimal supervision, ability to adapt to change, problem solving skills, new initiatives, proactive approach to problems, etc.).

5. Adaptability to Institutional Culture /Corporate Values and other qualities

(Integrity, confidentiality, trust, respect for others, loyalty and commitment to the institution, transparency, communications, etc.).	
6. Communication Skills (Ability to communicate clearly both verbally and in writing, ability to listen and be receptive to the opinions of others, etc.).	
7. Supervisory Skills (if applicable) (Ability to set and prioritize goals; motivate subordinates and delegate work; ability to build and support the team).	
8. Overall Summary of Performance during the Reporting Period	
Professional development plans (training, etc.)	
<hr/>	
Signature of Supervisor	Title
	Date

Part IV: To be completed by employee
Comments, if any:
<p>After completing this Form, as an evaluated employee, you must sign the original copy and submit it to the person responsible for Human Resources. Your signature acknowledges receipt only and does not necessarily signify agreement with the evaluation rating herein. Please keep a copy for yourself.</p>
<hr/>
Signature of Employee Title
Date

ANNEX VIII
TRAINING FEEDBACK FORM

Training Feedback Form

Training Details

Training Title: _____

Trainer Name: _____

Training Date(s): _____

Department: _____

Section 1: Training Content

Was the content of the training relevant to your job?

- Yes, very relevant
- Somewhat relevant
- Not relevant at all

How would you rate the clarity and organization of the training content?

- Excellent
- Good
- Fair
- Poor

Were the learning objectives of the training clear and achievable?

- Strongly Agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

Was the training duration appropriate for covering the material?

- Too short
- Just right
- Too long

Section 2: Trainer Evaluation

How would you rate the trainer's knowledge on the subject?

- Excellent
- Good
- Fair
- Poor

Was the trainer engaging and effective in delivering the material?

- Strongly Agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

Did the trainer encourage participation and interaction?

- Yes
- Somewhat
- No

How would you rate the trainer's ability to handle questions and clarify doubts?

- Excellent
- Good
- Fair
- Poor

Section 3: Training Environment & Resources

Was the training environment conducive to learning?

- Strongly Agree
- Agree
- Neutral
- Disagree
- Strongly Disagree

Were the training materials (e.g., handouts, slides, etc.) helpful and well-organized?

- Excellent
- Good
- Fair
- Poor

Section 4: Impact and Suggestions

How confident are you in applying the knowledge/skills gained in this training to your job?

- Very confident
- Confident
- Somewhat confident
- Not confident at all

What was the most valuable part of the training for you?

Do you have any suggestions for improving this training?

Would you recommend this training to a colleague?

- Yes
- No
- Maybe

Additional Comments

Thank you for your feedback!

ANNEX IX EXIT INTERVIEW

Exit Interview

Name:

Position:

Date of interview:

Interviewer:

1. Purpose of leaving

1.1 What is your main reason for leaving the institution?

- Better job opportunity
- Change of career
- Personal reasons
- Moving (city, country, etc.,)
- Compensation/ Benefits
- Work environment
- Management/ Leadership
- Other (Please specify): _____

1.2 Was there a specific event or reason that prompted your decision to leave?

1.3 Could anything have been done to prevent your departure?

2. Satisfaction at work

2.1 How would you rate your overall job satisfaction during your term of office?

- Very satisfied
- Satisfied
- Neutral
- Not satisfied
- Very unsatisfied

2.2 What did you enjoy most about your job?

2.3 What did you enjoy the least about your job?

3. Work Environment and Culture

3.1 How would you describe the work environment and culture of the institution??

3.2 Did you feel supported by the team and management?

3.3 Were there any particular productivity challenges or obstacles?

4. Professional Growth and Development

4.1 Were you satisfied with the opportunities for professional growth and career advancement?

4.2 Have you received adequate training and development support to perform your job effectively?

4.3 Do you feel that your skills and talents are used to the maximum extent?

5. Compensation and benefits

5.1 How would you rate the compensation and benefits package offered by the institution?

Excellent

Good

Fair

Poor

5.2 Were there any aspects of compensation or benefits that you felt were lacking or that you would suggest improving?

6. Feedback and suggestions

6.1 What suggestions do you have for improving workplace or institution policies?

6.2 Would you recommend the institution to other job seekers? Why yes or why not?

6.3 Is there anything else you'd like to share about your experience here?

Name and Last Name / Signature

ANNEX X
EMPLOYMENT CERTIFICATION

The Managing Director of the Kosovo Credit Guarantee Fund in accordance with the Human Resources Policy of the Kosovo Credit Guarantee Fund,

On dd.mm.yyyy, issues this:

CERTIFICATION

Mr./Mrs. _____ was employed at the Kosovo Credit Guarantee Fund in the position _____, for the period dd/mm/yyyy to dd/mm/yyyy.

Managing Director of KCGF