

ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ
ΥΠΟΥΡΓΕΙΟ ΟΙΚΟΝΟΜΙΚΩΝ
Ειδική Γραμματεία Αναδιαρθρώσεων
και Αποκρατικοποιήσεων

21.04.

Ταχ. Δ/νση : Καραγ. Σερβίας 8
Ταχ. Κώδικας : 101 84 Αθήνα
Πληροφορίες : Β. Λυμπερτάς
Τηλέφωνο : 210 3375771

Αθήνα, 21.04.2011
Α.Π.: 218

✓ Προς: Τη Βουλή των Ελλήνων
Διεύθυνση Κοινοβουλευτικού Ελέγχου
Τμήμα Ερωτήσεων

Κοιν.: Βουλευτές κ.κ.

- Κωνσταντίνο Αϊβαλιώτη
- Μαυρουδή Βορίδη
- Παύλο Μαρκάκη

(Δια της Βουλής των Ελλήνων)

ΘΕΜΑ: Σύμβουλοι Αποκρατικοποιήσεων
ΣΧΕΤ.: Α.Π. 13811/28.03.2011 Ερώτηση της Βουλής

Σε απάντηση της ανωτέρω Ερώτησης που κατατέθηκε στη Βουλή, σας γνωρίζουμε ότι:

Η διαδικασία και οι όροι επιλογής των συμβούλων αποκρατικοποίησης της Κυβέρνησης προβλέπονται στο Νόμο 3049/2002 «Αποκρατικοποίηση επιχειρήσεων του Δημοσίου και άλλες διατάξεις» (ΦΕΚ Α' 212/10.9.2002), όπως ισχύει.

Συγκεκριμένα, σύμφωνα με την παράγραφο 1 του άρθρου 7 του Νόμου αυτού, με απόφαση της Διυπουργικής Επιτροπής Αποκρατικοποιήσεων (πλέον Διυπουργική Επιτροπή Αναδιαρθρώσεων & Αποκρατικοποιήσεων, και εφεξής «ΔΕΑΑ») και για τις ανάγκες υλοποίησης του προγράμματος αποκρατικοποιήσεων μπορεί να συνάπτονται συμβάσεις παροχής ανεξαρτήτων υπηρεσιών ή έργου με χρηματοοικονομικούς και λοιπούς συμβούλους.

Στην παράγραφο 5 του ίδιου άρθρου ορίζεται ότι οι σύμβουλοι αυτοί:

- (i) Πρέπει να έχουν κύρος και εμπειρία στα αντίστοιχα θέματα και ειδικότερα σε αποκρατικοποιήσεις.
- (ii) Οφείλουν να τηρούν τους κανόνες δεοντολογίας του επαγγέλματός τους και το επαγγελματικό απόρρητο, καθώς και να ενημερώνουν την Ειδική Γραμματεία Αποκρατικοποιήσεων (πλέον Ειδική Γραμματεία Αναδιαρθρώσεων & Αποκρατικοποιήσεων, και εφεξής «ΕΓΑΑ») αν συντρέχει περίπτωση σύγκρουσης συμφερόντων
- (iii) Οφείλουν να διαθέτουν έμπειρο προσωπικό με την κατάλληλη εξειδίκευση καθώς και κύρος και εμπειρία σε θέματα αποκρατικοποιήσεων.

ΥΠΟΥΡΓΕΙΟ ΟΙΚΟΝΟΜΙΚΩΝ
Ειδική Γραμματεία Αναδιάρθρωσεων & Αποκρατικοποιήσεων

Λαμβανομένου υπ' όψιν:

- του σημαντικότετου μεγέθους και εύρους του προγράμματος αποκρατικοποιήσεων σε συνδυασμό με τα σφικτά χρονικά περιθώρια εντός του οποίου θα πρέπει να υλοποιηθεί
- τις ανάγκες ενδυνάμωσης του υφισταμένου στελεχιακού δυναμικού της ΕΓΑΑ ώστε να μπορέσει αυτό να φέρει εις πέρας έγκαιρα και επιτυχώς τον αυξημένο συντονιστικό και διοικητικό ρόλο που προκύπτει από το πρόγραμμα αποκρατικοποιήσεων

η ΔΕΑΑ αποφάσισε να προχωρήσει στη στελέχωση των υπηρεσιών της, με εξειδικευμένο και έμπειρο προσωπικό από την τραπεζική αγορά, πρακτική η οποία ακολουθείται αδιαλείπτως από της συστάσεως αυτής το 2002.

Στο πλαίσιο αυτό , επελέγη και προσελήφθη η εταιρία CC&C ADVISORS LTD για την παροχή υπηρεσιών υποστήριξης του Δημοσίου στο σχεδιασμό του προγράμματος Αναδιάρθρωσεων, Αποκρατικοποιήσεων και αξιοποίησης περιουσιακών στοιχείων εν γένει.

Οι διαδικασίες που ακολουθήθηκαν για την πρόσληψη της CC&C ADVISORS LTD είναι αυτές που περιγράφονται ανωτέρω και διενεργήθηκαν από το Υπουργείο Οικονομικών. Η δε υπ' αρ. 165/28.02.2011 απόφαση ΔΕΑΑ είναι η πράξη ανάθεσης, κατά την έννοια του ν. 3861/2010 και για το λόγο αυτό αναρτήθηκε στις 11.03.2011 στη «Διαύγεια» (ΑΔΑ: 4Α1ΗΗ-7Τ).

Η διάρκεια της σύμβασης είναι ένα έτος και η συνολική αμοιβή της εταιρείας ορίσθηκε σε 50.000 ευρώ.

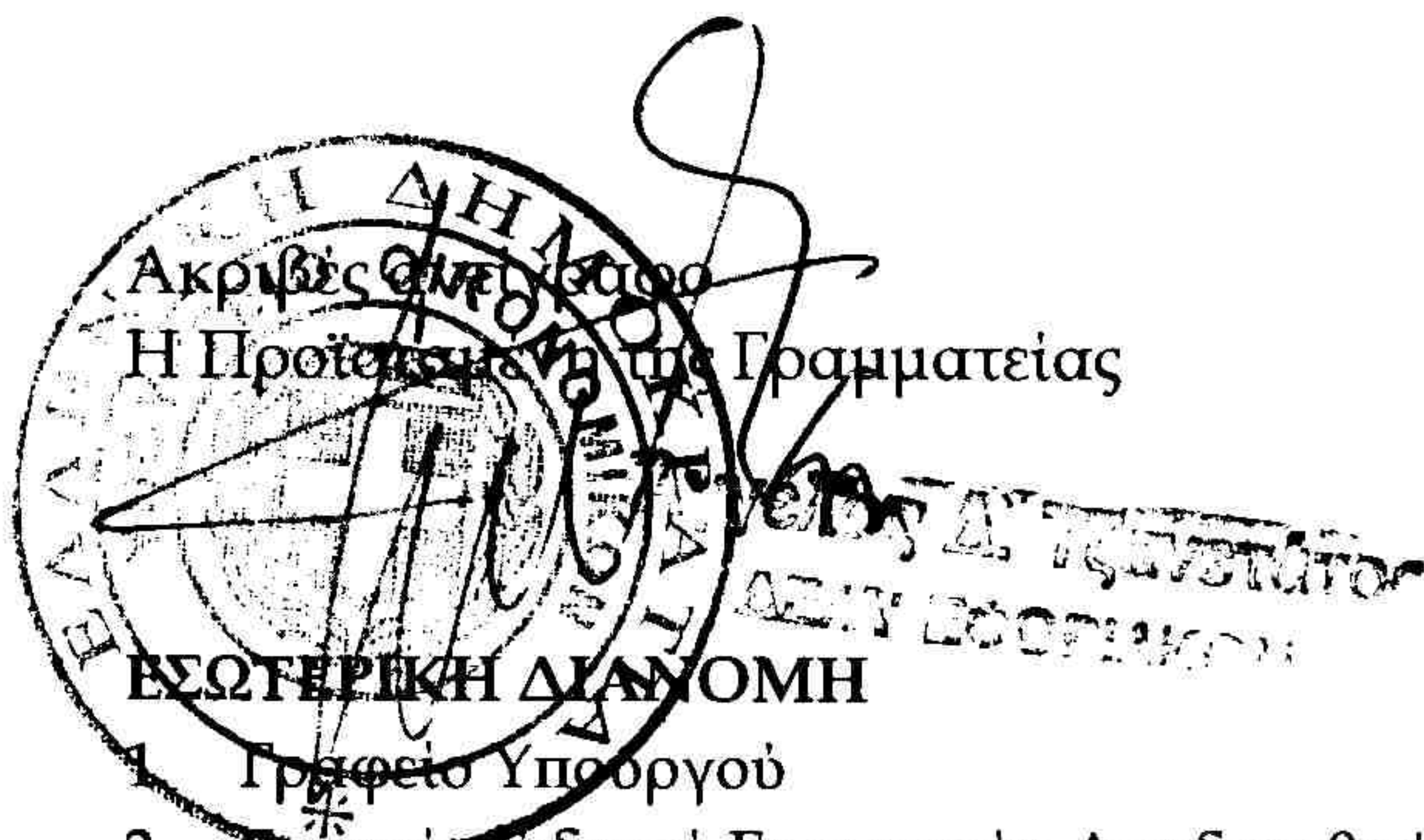
Το στέλεχος της εν λόγω εταιρείας μέσω του οποίου θα παρασχεθούν οι προαναφερθείσες υπηρεσίες, είναι ο κ. Χριστόφορος Ιωακείμ Γιουρέτζιαν, ο οποίος έχει, μεταξύ άλλων, εργαστεί και στην Παγκόσμια Τράπεζα, ενώ διαθέτει ακαδημαϊκούς τίτλους από εγνωσμένης φήμης πανεπιστήμια του εξωτερικού.

Υποβάλλονται:

1. Βιογραφικό σημείωμα του κ. Χριστόφορου Ιωακείμ Γιουρέτζιαν
2. Το εγκεκριμένο από τη ΔΕΑΑ σχέδιο σύμβασης με την εταιρία CC&C ADVISORS LTD.

Ο ΥΠΟΥΡΓΟΣ

ΓΕΩΡΓΙΟΣ ΠΑΠΑΚΩΝΣΤΑΝΤΙΝΟΥ



1. Γραφείο Υπουργού
2. Γραφείο Ειδικού Γραμματέα Αναδιάρθρωσεων & Αποκρατικοποιήσεων
3. Αυτοτελές Γραφείο Κοινοβουλευτικού Ελέγχου

CHRISTOPHER J. UREGIAN

41A Kazybek Bi Street, Almaty, Kazakhstan, 050010 ♦ Tel: (+7) 701-325-4254 ♦ Email: curegian@gmail.com

SUMMARY

Applied economist with 7 years experience in microeconomic and financial policy research, advocacy and implementation in Eastern Europe and Central Asia

EDUCATION

Princeton University, Woodrow Wilson School, New Jersey, USA 09/2004 – 06/2006

Master in Public Affairs (MPA) - Focus: Economic Policy and Development Studies

London School of Economics, London, United Kingdom 09/1998 - 07/2001

Bachelors (BSc) Economics – Focus: International Economics and Finance

WORK EXPERIENCE

World Bank, Central Asia Regional Country Office, Almaty, Kazakhstan 07/2009 - present

Research Associate, Private/Financial Sector Development, Europe and Central Asia (ECA)

- Conducted research with World Bank desk economist covering Kazakhstan on range of financial sector issues and presented it to Ministry of Economy, National Bank and Financial Supervision Agency
- Core member of team that managed the structuring of US\$1billion loan to the Government of Kazakhstan, with special focus on financial sector policy conditionality
- Core member of team that is advising Government of Kazakhstan on establishment of Enterprise Restructuring and Modernization Fund with special focus on large former State-Owned Enterprises
- Managed technical assistance project for Competition Agency of Kazakhstan focusing on identifying reform options for liberalization of the telecoms sector
- Acting coordinator of daily communication with Kazakh Government counterparts on all areas of collaboration with the World Bank relating to private and financial sector development
- Directly interfacing with Government of Tajikistan in all areas of private and financial sector policy dialogue, notably Doing Business reforms and formulation of Financial Sector Strategy and Action Plan

World Bank, Washington DC, USA

09/2006 – 06/2009

Research Assistant, Private/Financial Sector Development, Europe and Central Asia (ECA)

- Co-wrote with desk economist for Albania an Investment Climate Assessment identifying constraints on enterprise competitiveness and recommending micro-economic reforms that are now part of Albania's National Strategy for Development and Integration
- Co-wrote Study and analyzed data assessing the impact of Product Market Regulation on competition in Croatia and Albania based on OECD methodology and presented findings to the Government
- Co-authored a one year study assessing Turkey's innovation policy and institutions with detailed recommendations on reforms and public support to bolster enterprise innovation and competitiveness
- Provided research assistance to desk economists for Ukraine, Romania and Moldova and helped them draft Private Sector Competitiveness Strategies that formed microeconomic policy dialogue with Governments

Ministry of Foreign Affairs of the Republic of Armenia, Armenia

10/2003- 07/2004

Personal Assistant of the Special Adviser to the Armenian Foreign Minister

- Reviewed and edited English technical documents and communication with foreign press relating to international economic relations and European bilateral relations with a focus on trade and investment

Delegation of the European Commission for Georgia and Armenia, Armenia

04/2003-09/2003

Consultant, Economic and Trade Section

- Researched and wrote the first EU-Armenia Annual Cooperation Report and a Tax Reform White Paper on behalf of the EU Chamber of Commerce and presented it to the Government

OTHER INFORMATION

Citizenship: British

Languages: English-Native, Greek-Fluent, French-Advanced, Armenian-Good, Russian – Beginner

References: Can be provided upon request

CONTRACT FOR THE PROVISION OF FINANCIAL SERVICES

In Athens today, [REDACTED] between the parties below:

On the one part, **the Hellenic Republic**, 37 Panepistimiou Str., Athens, Tax Reg. No. 090165560 and Tax Reg. Office Δ' ΑΘΗΝΩΝ, duly represented by the Minister of Finance, Mr George Papaconstantinou by virtue of the decision of the Interministerial Committee for Asset Restructuring and Privatisations (the "**ICARP**"), referred to thereafter as "**the HR**",

and

On the other part, **CC&C Advisors Ltd.**, a company duly established and existing under the laws of England, with its registered offices in Flat 1, 100 Leather Lane, London EC1 N7TX, UK, registered with No. 7469728 at the Registrar of Companies for England and Wales and with No. [REDACTED] at the HM Revenue and Customs, duly represented by **Christopher Joachim Uregian** by virtue of a board of directors resolution dated 26.12.2010, referred to thereafter as the "**Advisor**",

Having taken under consideration the following:

That by virtue of the provisions of paragraph 6 of article 3 and paragraph 2 of article 7 of Law 3049/2002 (A' 212), contracts for the provision of financial services may be concluded following a decision by the ICARP, for the needs of privatization and assistance to the projects of the Special Secretariat for Restructurings and Privatizations (SSRP),

That the restructuring and privatization program of the Greek Government is fully under way, and that it is necessary, for its support and implementation, to employ a financial adviser specialising in the provision of services of such nature,

That the adviser is a firm that provides investment and advisory banking services and possesses the necessary experience, know-how and expertise for the provision of services of such nature,

That the ICARP by virtue of its decision No. approved the assignment to the Adviser the provision of the services referred to hereinbelow,

the following were agreed and mutually accepted:

Article 1

1.1. With this present contract (the **Contract**) the HR assigns to the Adviser and the Adviser undertakes to provide the following financial services, relating to the planning, monitoring, co-ordination and implementation of the restructuring and privatization program of the Greek Government (the **Services**), according to the HR's requirements from time to time, indicatively, as provided below:

I. Strategic advice for the development of the current restructuring and privatization program, as well as for its improvement or/ and supplementing.

II. Review of the portfolio and the most important participations of the HR which are not part of the current restructuring and privatization program, as well as the HR rights and provision of advice on strategy in relation to their best management.

III. Assistance to the HR for the co-ordination between Ministries, Public Utility Enterprises (ΔΕΚΟ), State companies, other advisers and the enterprises which are under restructuring or privatization, for the uninterrupted implementation of the restructuring and privatization program.

IV. For the provision of advice during the development of the restructuring and privatization program, but also the co-ordination of the various procedures, the Adviser will monitor the developments in the (domestic and international) markets and will update the HR on a regular/periodic basis.

V. The Adviser will assist the HR in the planning, monitoring and co-ordination of the specific procedures for the preparation and implementation of the privatization or/and exploitation of enterprises and HR rights process, including any possible restructuring of companies prior to their privatization.

VI. The Adviser shall provide regular updates to the HR for the status of restructurings and privatizations and shall make recommendations for the resolution of issues that may arise thereof.

VII. The Adviser shall provide support to the management of the enterprises on matters of strategic restructurings and capital turnarounds.

1.2. The Adviser shall make available to the HR for the performance of the Services, throughout the duration of this Contract, Mr Christopher Joachim Uregian, who possesses the necessary high-standard know-how, experience and expertise.

Article 2

Duration

This Contract has a term of one (1) year, starting from its signing and may be extended by a written agreement between the parties.

Article 3

Adviser's Fees

3.1. The total fees of the Adviser for the entire term of this Contract is the amount of fifty thousand EUROS (€ 50.000). No VAT is paid on the fees. The payment of the fees will be made in 12 equal installments, against receipt of the legal invoices required by the applicable laws.

3.2. The above fees include any and all usual costs and expenses of the Adviser relating to the performance of its obligations under the Contract, including without limitation any expenses for transportation, travel, stay and subsistence, of the Adviser

(and the Adviser's abovementioned employee). Specifically in case of transition of the abovementioned employee of the Adviser to another country, the HR will cover the relevant cost, only if there is a prior written approval by the HR.

3.3. The payment of the Adviser's fee will be made within ten (10) days following receipt of the legal invoice required under applicable laws and regulations.

3.4. The SSRP will attest the provision of the Services by the Adviser each time a part of the Fees must be paid.

Article 4

It is prohibited for the Adviser to assign any of its rights or generally transfer any rights or obligations under this Contract, without the prior express written consent of the HR.

Article 5

5.1. In case the Adviser claims inability to perform the Services due to force majeure, the Adviser must notify in writing the facts, which constitute such force majeure within five (5) business days, at the latest, the date of their occurrence. Through the duration of the events constituting force majeure, there will be suspended accordingly the relevant deadlines for the provision of the Services and the Adviser's right to the fee, without fault by any party, but the HR will have the right, in its discretion, either to terminate the Contract without liability (αζημίως), or to set new reasonable deadlines for the period of time following the force majeure events. The Adviser will be entitled to receive any due amounts in respect of Services provided up until the occurrence of the force majeure event.

5.2. The Adviser is not liable for acts or omissions of the administrative bodies, employees and contractors of the HR, as well as the processing of elements that were never submitted or were submitted with faults or delayed.

Article 6

Liability for insurance and accidents

The Adviser undertakes to properly insure its personnel that will be occupied within the frame of this Contract. Any kind of costs that may arise in case of sickness, any accident or and death of its personnel, burden exclusively the Adviser, which is obliged to insure its personnel for such risks as well, whereas the HR does not have any liability whatsoever in respect of such events.

Article 7

Personnel labour relations

There is no legal relationship between the HR and the personnel/employees of the Adviser and the latter is obliged to, and accepts unreservedly that is solely responsible to, pay any compensation and other expenses to its personnel/employees, as well as generally for its compliance with the labour and insurance legislation.

Article 8
Confidentiality

Any information or materials that the Adviser receives by the HR or the companies of the HR or affiliates of such companies, as well as by any other advisers of the HR, provided they have not been published or otherwise made known to the public at large, including the product of the Services, are confidential and the Adviser shall not disclose them to any third parties, without the prior written consent of the HR, even after the termination of the Contract in any way whatsoever. The Adviser represents and warrants that has adopted suitable internal procedures which ensure that the confidentiality required by law between the various departments operating within the Adviser. The above equally apply for the Adviser's personnel, which is made available to the SSRP, which will be bound by the same confidentiality obligations for the benefit of HR, as between the HR and the Adviser. In addition, the HR reserves the right to require such personnel to sign a separate confidentiality agreement in form and content to the HR's satisfaction. Moreover, the Adviser is under the obligation not to occupy such personnel for matters other than the Services.

Article 9
Conflict of interests

The Adviser and its personnel are obliged not to undertake directly or indirectly, as well as to abstain from, any project or business activity which may be irreconcilable with the provision of the Services or may create a conflict of interests in connection thereto. The Adviser represents and warrants that as of today no conflict of interests exists and it is obliged to inform immediately in writing the HR if there may be a case where the HR's interests may be in conflict with the Adviser's or its personnel's interests or the interests of any third party to which said Adviser and/or personnel provides or provided recently their services.

Article 10
Amendments and termination

10.1. It is hereby agreed that any amendment of the Contract terms, including any extension of the term of the Contract, will be made only by means of a written agreement of the parties.

10.2. The HR retains the right to terminate at any time the Contract in writing without any liability. In case of termination without material cause, the Adviser will be entitled to receive in full any fees for its Services up to the date of termination, as well as to withhold any fees paid which correspond to Services provided up to the date of termination. "Material cause" exists in case there is a breach of any applicable laws and regulations, as well as any material provisions of this Contract, as indicatively, articles 8 and 9.

Article 11
Notification

All communications by the Adviser to the HR will be submitted to the GENERAL ACCOUNTING OFFICE OF THE STATE (ΓΕΝΙΚΟ ΛΟΓΙΣΤΗΡΙΟ ΤΟΥ ΚΡΑΤΟΥΣ), Office of the 25th Directorate (Δ25), 25-27 Panepistimiou Str., Athens.

All communications sent by the HR to the Adviser will be addressed to:

CC&C Advisors Ltd,
10B Dryadon Street,
Athens 145-63,
Greece
To the attention of: Christopher Joachim Uregian
Tel: 210 6209185
Fax: 210 6255986

Article 12
Jurisdiction and governing law

This Contract is governed by Greek law. Any annulment of part of the Contract does not prejudice the force and effect of any other provisions of the Contract. Any and all disputes and claims arising from and/or in connection to this Agreement, its interpretation, performance and enforcement, as well as any relations created from it, shall be subject to the exclusive jurisdiction of the competent Courts of Athens (Greece). The contracting parties shall make any effort for an amicable resolution of any dispute that may arise.

This Contract is executed in two (2) identical originals, which were signed by the parties' representatives, each of them receiving one copy.

The Contracting Parties

For the Hellenic Republic

For the Adviser

G. Papaconstantinou
Minister of Finance

Christopher Joachim Uregian