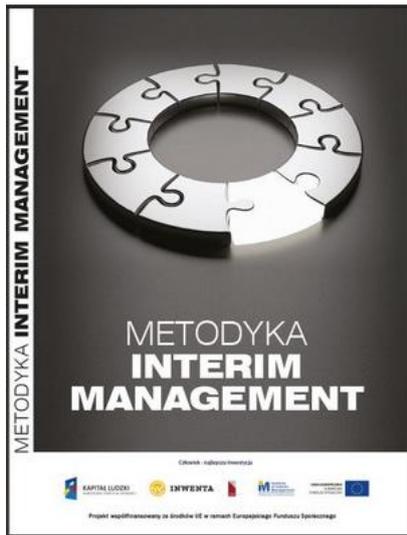


Project: Interim Management

- innovative solution in age and business management
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Stowarzyszenie Interim Managers



INTERIM MANAGEMENT METHODOLOGY

Human - the best investment
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ABOUT THE PROJECT INTERIM MANAGEMENT - INNOVATIVE SOLUTION IN AGE AND BUSINESS MANAGEMENT

This publication is the effect of many months work of a group of people engaged in development of the Interim Management solution on the Polish market. The Methodology handbook came into existence thanks to EFS funds in the framework of the project: Interim Management - innovative solution in age and business management. The initiator of this undertaking was the Polish Association of Interim Managers (SIM), the only organization the Polish market supporting development of the IM solution. SIM took the role of the leader of this project.

A project aiming to promote Interim Management as a solution in age and business management could not take place without Poland's first IM recruiter. The personnel consulting agency Inwenta, was the Project's national partner. We also was invited an international partner, the British Institute of Interim Management, an organization with many years' worth of experience in promoting the idea of Interim Management.

Project Leader together with Partners undertook the task of developing an innovative business intervention tool for age and business management. The intention of the project initiator was to prepare materials that would comprehensively meet the challenges faced by a modern organization. The solution that was developed in the project has been appreciated by and has received a very high note in validation process from the Regional Theme Network.

The tools and the Methodology handbook developed by Expert Team led by Roman Wendt, are highly innovative: **they present project based work as an attractive** and effective alternative to employment. Simultaneously, they deliver new value in business management: activity optimization within the organization and HR management, especially where it concerns age management.

The main issue that our project is addressing is the increasing professional deactivation in the 50+ age group in the recent years and, at the same time, the extended average life expectancy and resulting legal changes. The natural replacement of generations is disappearing at an alarming speed. By 2050's, the ratio of the working age demographic to the retirement age demographic, in the traditional sense, will change from the current 5:1 to 1.5:1. This trend should result in increased professional activity of the 50-year-olds who right now fall or will soon fall into the "post-productive" group.

This is where Interim Management has a special role to play. As a solution based on the expertise and competences of managers, it offers the option to engage highly experienced specialists present on the market both for transfer of know-how and performance of current high level tasks.

As a flexible formula of work, Interim Management allows to adapt the form of work and level of commitment to the individual needs and possibilities of the 50+ managers.

The set of tools we developed in this project, focuses on the significant advantage of the flexible engagement model in the Interim Management formula over full time employment which is the traditional solution on the Polish market. Full-time managers offer their employer their time, Interim Managers who work on projects offer their competence and experience. Not only does it boost self-confidence. Such marketing and - let's emphasize - innovative attitude to continue one's career as an Interim Manager will increase the effectiveness of winning future projects and, in consequence, the IM's professional success. This will also be favourable in promoting the solution among clients and, in the long-term perspective, also in development of project work which, according to forecasts, will dominate the labour market within the next decade.

Our project offers a unique solution on the Polish labour market, as this is the first time that the problem of extending professional activity of the 50+ managing personnel was addressed while also taking into account the business benefits for the company. It should be emphasized that it is the managers, as a profession, who are able to provide wide range of experience and high quality of expertise in many branches of the economy.

As a group with especially high social awareness, the 50+ managers are significant partners who, besides the transfer of expertise and experience to organization, may also with their attitudes effectively support all other initiatives concerning implementation of programmes of age management in the Polish enterprises.

On the Polish market, Interim Management is an innovative offer of career development. The environment of Interim Managers consists of no more than several hundreds of people. This Methodology handbook together with the tools it includes offers the profession a formal framework that will allow it to develop faster.

The book you are holding in your hands is a unique publication on – are not afraid to say - a global scale. Despite the experiences and customs set in the developed markets (which we used in this project), this is the first complete, written down, systematized and developed methodology in form of a handbook to be used as a tool of intervention on the labour market (in particular in relation to the 50+ group).

Importantly, the tools presented in this handbook were designed for usage without the need for any additional trainings, competence building or any investment in infrastructure. The tools are easy in their structure and make up a clear set of instruments for performance of interim projects. They are also free of charge and commonly available. Through the interim24.pl platform they may be used without any limitations.

Moreover, it should be mentioned that the tools offered in this Methodology may be used in all enterprises independently of the size or sector. They present a uniquely universal solution. This was confirmed in Testing Projects conducted in 10 enterprises in the Masovian Voivodship; both SME's as well as large companies, including the public sector.

The following enterprises participated in the tests: **Henkel, PIT - Radwar (former Bumar - Elektronika), BGŻ, Profexim, Bandi, Apexnet, Idealia, Inwenta, Data Group, KDS**. In all tests the business indicators were met and the tested tools received high notes, which proves the effectiveness of the solution. The descriptions of the Testing Projects are included in this handbook.

They may serve as a valuable motivation and inspiration source in decision-making on development of your company as well as - maybe - your own professional career.

Interestingly, the countries where Interim Management is already well known and applied, e.g. in Great Britain – the home-base of our international partner, public sector has already seen the opportunities offered by working with Interim Managers - almost 30% of the projects are in the public sector. The Testing Project in PIT-RADWAR was probably one of the first projects in Poland in the company with shares held by the State. We hope that the solution we are proposing will make the public sector use Interim Management more frequently. That way the sector will be able to gain expertise and experience necessary to meet European Union standards in a short time.

At the end, we would like to give our thanks to all who participated in development of the Methodology handbook and made its release possible: Expert Team, Project Team, Interim and Shadow Managers and Testing Interim Managers, as well as all members of the SIM, who with their valuable comments and constructive feedback made our undertaking successful.

We would also like to thank all representatives of the Mazovian Unit of EU Programmes Implementation who monitored and evaluated the realization of our Project. Their support in the two years of the duration of the Project motivated us to many activities for the benefit of the idea of Interim Management as an innovative form of supporting companies, businesses and mature managers.

Monika Buchajska-Wróbel

Project Leader

Vice President of the Polish Interim Managers Association (SIM).

INTERIM MANAGEMENT

Definition

The definition promoted by the Polish Interim Managers Association in the "*Menedżer do zadań specjalnych*" (Special Tasks Manager) book focuses on the key points characteristic for IM: "Interim Management is a set of activities with defined time, objectives, result and scope, carried out by an individual (Interim Manager) within an organization, aimed at specific, agreed business results, based on co-operation and participation in risk and profit in the scope of intended results".

In practice, Interim Management, according to this definition is an intermediate form between manager's contract and specific work contract, where the specific work is the defined business result gained in a short time, usually counted in months.

Origin

Interim Management (IM) first arose in the Netherlands in the 1970's as a way of escaping a restrictive labour code, under which employers were obliged to pay very high severance payments to the employees who were being fired. Managers, confident of their value on the market, agreed to work for higher fees for defined periods of time or only for the length of performance of a predefined task, waiving the employee protection offered by the law. It was a win-win situation; although the employers had to pay higher individual fees, they did not have to pay the severance payments and had a guarantee of results for which they engaged the Interim Manager; the Interim Managers, on the other hand, received a higher fee for their high competences, in return for participation in risk.

Market

Presently, the IM market in highly developed countries, such as the Netherlands, the United Kingdom or Germany is estimated at tens of thousands of professionals. In UK alone, the size of the IM market is estimated at GBP 1.5 billion. Experience from the British market shows that a beginning of an economic crisis always marks an increase in number of Interim Managers on the market.

The reasons are very simple and logical:

- more available managers on the market, also those who lost their jobs;

- need to implement changes in companies, preferably by managers who already have experience and successes in this scope;
- for businesses, Interim Managers mean variable costs not fixed - in tough times companies prefer it.

The Polish Interim Management market is estimated at several hundred active professionals and several thousand people ready to start such form of professional activity.

Advantages of Interim Management for the client:

Main advantages for the company engaging an Interim Manager are as follows:

- **guarantee** of the intended **result** based on experience and proved behaviours;
- efficient and timely, attainment **of the** intended **benefit** resulting from the interim nature of the contact;
- **optimal costs** for interim contract with a defined result;
- **access to expertise and experience** which develop the organization's future potential.

INTRODUCTION INTO METHODOLOGY

The IM methodology was developed by the Polish Interim Managers Association (SIM) in the framework of the "Interim Management -innovative solution in age and business management" Project realized in intra-national partnership with the Institute of Interim Management (IIM) as well as national partnership with Inwenta sp. z o.o. under activity 8.1.1 Support of development of professional qualifications and advisory services for enterprises. It reflects the practices of interim project work adopted by SIM and as such it was developed as a set of best practices for use by and promotion among professionals starting their Interim Management careers.

The contents of the IM methodology was consulted and verified with the Project partners, mostly with the Institute of Interim Management (IIM) from Great Britain.

The IM methodology focuses mainly on potentially less developed skills of realization of business projects, which is most often the case for people functioning in business environment as salary employee.

The methodology may also constitute procedure framework for companies who would like to get maximum benefits out of engaging an Interim Manager. These benefits are not only the business result, for which the Interim Manager is engaged, but also the strengthening of the organization in the long term.

The IM methodology is an example formula, it includes key elements necessary for realization of a project and simultaneously retains simple and unified construction. Therefore, it is possible to build on it to include elements resulting from client's requirements or specific to a given formula of an Interim Management project. As you build your experience you are able to modify and individualize the tools, in effect creating own methodology of work.

The handbook is adapted to the Polish business reality at the beginning of the XXI century and as such it differs from how Interim Managers function in the more developed markets.

SCOPE OF THE IM METHODOLOGY

The IM methodology does not include all aspects of Interim Manager functioning. It focuses on the full scope of the interaction with client who needs support of an Interim Manager.

If we assume that the entire spectrum of Interim Manager functioning includes:

- formulating the IM's own strategy;
- building the IM's own brand;
- marketing activity;
- sales process;
- process of realising the project;
- receiving references at the end;

than the IM methodology focuses exclusively on the part of sales process: from the first contact between the Interim Manager and the client, through realization of project process to receiving references. This scope is presented in graphic form below.

[figure]

ADVANTAGES OF APPLYING THE IM METHODOLOGY

Interim Management is a new phenomenon on the Polish market and entails many questions both for Interim Managers and for clients using their services. IM project itself means constant cooperation and interaction. The fundamental advantage of applying the IM methodology is that it establishes framework of communication between Interim Manager and client and so eliminates risks arising from ineffective communication and unjustified expectations from both parties.

Applying the IM Methodology has a number of advantages:

- establishes framework and principles of communication with client;
- defines the entire spectrum of IM work within the project;
- mitigates main risks and threats connected with IM project;
- defines standards of IM project realization, including justified client expectations;
- defines clear way of conduct during IM project;
- makes success more probable;
- structures work plan and monitoring of interim project management;
- professional development for Interim Managers.

TERMINOLOGY OF THE IM METHODOLOGY

Interim Management (IM) is activity with defined time, objectives, result and scope, carried out by an individual (Interim Manager) within an organization aimed at specific, agreed business results based on co-operation and participation in risk and profit in the scope of intended results.

An Interim Management project is a set of structured activities in the client's organization that produce a result defined at the beginning of the project.

An Interim Manager is a highly qualified specialist with many documented successes at the highest management levels, ready to conclude interim contracts for the period of performance of specified tasks. Using their expertise they propose directions for change, prepare detailed action plans and support their implementation.

Business result is the change of the state or potential of the enterprise defined with characteristic indicators and parameters.

Business deliverable is a definable and measurable result of project work that is tangible or in a form of a service.

INTERIM MANAGEMENT PROJECT

What is an IM project (reference to IM program)?

An Interim Management project is a set of structured activities inside the client's organization that bring about the result as defined at the beginning of the project.

With regard to its possible complexity and to distinguish it from the classic meaning of the concept of "project" the more developed markets (for instance in Great Britain) apply the term of "Interim Management program" which may include many parallel projects.

How is an IM project different from classic project management?

Because of the subject matter an Interim Management project - realization of a business result in an organization - the scope of characteristics defining the Interim Management project differs significantly from a classic project. Below we present a comparison of characteristics of Interim Management project and a PRINCE 2 project.

| Characteristics of a classic project (according to PRINCE 2 methodology) | Compliance level | Project characteristics Interim Management |
|--|------------------|---|
| Defined time | compliant | Defined time |
| Defined and measurable business deliverable | compliant | Defined and measurable business deliverable |
| X | broader | Defined and measurable business result |
| Appropriate set of activities to create a product | compliant | Appropriate set of activities to create a product |
| X | broader | Appropriate set of activities to create a result |
| Specified delegated resources | varied | Specified resources in the area of impact |
| Defined structure with responsibility scopes for project management | varied | Specified ability to impact resources |
| X | broader | Transfer of expertise |

Characteristics of an Interim Management project

Defined time

The fundamental characteristic of an Interim Management project, compliant with a classic project is the defined time scope. It is not regulated how long an Interim Management project should last, however the practice shows that projects last frequently between 6 and 9 months. In a classic project, time scope is derivative of the time necessary to perform tasks included in the project; time scope of

an Interim Management project is an additional motivating factor, pushing both the Interim Manager and the client to apply appropriate intensity of actions in order to gain expected objectives in the assumed time.

Defined and measurable business product

The key element of an Interim Management project is the business result, however, in order to attain the expected result, it is frequently necessary to develop a deliverable of appropriate quality and to subsequently implement it and supervise its usage. In that context, a defined and measurable product is only a means to meeting the objective.

Interim Manager is liable under the Civil Code for the quality of products of his work.

Defined and measurable business result

Business result is the change of the state or potential of the enterprise defined with indicators and parameters characteristic for the said enterprise.

Attainment of the business result is the essence of an Interim Management project. In this context it is close to the responsibility of managers in organization, however, Interim Manager may but does not have to be included into the organizational structure with the power that comes with it. Interim Managers have to evaluate their impact on the organization contract-wise.

Interim Manager is not liable under the Civil Code for declared business objectives unless they were guaranteed in the contract.

Appropriate set of activities to create a product

Set of activities is described in project plan and agreed on with client. As those activities are performed, project products are developed and business result is attained. Interim Manager is responsible for selection and planning of activities which generate the product agreed on with client.

Appropriate set of activities to create a result

Apart for the activities aiming to develop the product, Interim Manager observes due diligence while defining and realizing activities which in a given case are necessary to attain the business result and provide its durability upon the completion of the project. These activities include the following:

- analysis of the initial situation;
- diagnosis of problems;
- proposal of solution;
- preparation of product or products;
- implementation of product or product (including the preparation of organization to work with products; preparation includes training, motivation, control of absorption of new expertise and new practices);
- supervision of proper functioning of the implemented product or products;
- handover of generated results and products to the successor;
- transfer of expertise in a substantive form, necessary in client's organization to administer and further develop results and products.

Specified resources in the area of impact

Other than in a classic project, an Interim Manager may, but does not have to receive resources assigned to the Interim Management project. Therefore, it is more essential to specify which resources would be in his impact area. Types of impact may be of varied nature; one of them is formal power connected with placement in organizational structure.

Specified ability to impact resources

At the beginning of a project, Interim Managers need to define how they will impact the resources in their area of activities.

There are many possibilities and their configuration depends on the client's or IM's intentions as well as the situation of the given Interim Management project. The two extremes include:

- placing the Interim Manager in the organizational structure with attributes of formal decision-making power as well as power to give order to subordinates;
- each order given by the IM is validated by person/function formally empowered in organization (e.g. the Board). In such case the IM does not enter the company, but only impacts on it as external entity.

Between those two extremes there is an entire spectrum of possibilities most often associated with how IM are placed inside the organization.

Precise and formal description of impact possibilities at the stage of contract negotiation can guarantee the opportunity to deliver products and business results.

Transfer of expertise

Transfer of expertise does not happen or is additionally defined in case of project aimed only to develop a product (as opposed to teaching an organization how to create such a product). Transfer of expertise is the unique element of an Interim Management project and comprises the advantage over other types of activity such as trainings or consultancy. Transfer of expertise is necessary to gain permanent business result from the product the product created by the Interim Manager. Using the IM's expertise seems natural: the IM's presence in organization has been paid for, therefore, this aspect of the project should be duly appreciated.

How is an IM project different from a consulting project

The lines between the professions of Interim Managers, consultants and subcontractors seem very fuzzy and hard to understand. In reality, however, each of them are expected to do different things. It can be explained by comparing the commitment of an IM and of a consultant in the task/project.

A task/project consists of 4 levels:

- Analysis;
- Development of solution/recommendation;
- Implementation of the solution;
- Administrating the implemented solution and work according to new principles.

Additionally, the following two layers should be over imposed on those 4 levels:

- the first is the performance of task/project itself, consisting in implementation of changes;
- the second is the aspect of change management - i.e. activities aiming at accepting and embedding the changes in organization.

The classic consultancy task is to analyse the situation/problem and offer a solution. The company has to implement the solution on their own. There is a risk at this stage, because the employees do not identify with the solution, do not understand it and also often do not accept it, which may result in only partial implementation of the solution.

Additionally, in the sphere of change management the company is left to its own devices and often does not possess competences necessary to effectively carry out of the process.

What makes IM's stand out is that they prepare the solution from within the organization and then implement it so as to achieve the pre-defined, final result. IM's teach their successors how to manage the implemented solution properly.

The sphere of change management is solely the embedding of change is the measure of the project success.

Main areas of an IM project

In order to fulfil the assumed objectives, an Interim Management project needs to be realized in four fundamental areas simultaneously. Each of the areas has its own specificity and has to be managed by Interim Manager.

Consulting area

Scope of the consulting area of Interim Management projects includes standard procedure typical for projects realized by consultants. It consists of:

- stage of collecting data;
- stage of analysing data;
- stage of elaboration of recommendations.

While working on the consulting area, IM's should focus not only on developing the best possible solutions based on the latest achievements in managing practices but also on the fullest possible implementation of recommendations within the limits of the client's potential (openness to change, financial possibilities) as well as development level of their organization.

Results area

The main burden of work within result area falls on the period of implementation of recommendations.

The fundamental distinguishing mark of Interim Management projects is conclusion of a contract to obtain concrete and measurable results. IM projects differ from employment or contracts of mandate where the measure of success is time spent working under supervision. They also differ from classical project contracts (that deliver a product), consulting projects or contracts of specific work, where the measure of success is a deliverable that fulfils quality criteria. A successful IM project has to introduce a situation or a change of business environment that the client expected.

Obtaining result cannot be easily defined and foreseen, because it depends on many factors, both internal (company and its employees) and external (environment where the company operates) as well as constant changes in these factors. Interim Manager, based on his expertise and experience, estimates the probability rate of obtaining the expected results and defines the easiest set of activities which may lead to these results.

The essence of the work within the results area is constant work with risk, tracing parameters of internal and external factors, identifying threats and risks as well as continuous correction of plans and activities in order to attain the assumed results.

It is the IM's responsibility to manage the results area - it means undertaking all possible activities as well as influencing the company environment in order to continuously increase likelihood of attaining results.

IM's readiness to connect part of their remuneration with results is a gauge of their belief in the project's success. IM's do not undertake projects if they are not confident they have potential for success - in case of failure they will not receive the part of remuneration. Such make up of remuneration and division of risks between the client and the IM is what we call "success fee".

While working in the result area it is necessary, already at the stage of conclusion of contract, to define the measures and indicators which are going to allow to precisely evaluate the results.

Impact on organization area

Working on the project, the IM continuously impacts organization in order to perform the concluded Contract. Impacting organization effectively requires proper executive power for the Interim Manager. IM's authority may be characterized by use of French and Raven power typology, extended to include Kakabadse's 2 bases of power.

According to these authors we differentiate 7 power types as a way of influencing people:

- Reward power - right to use rewards;
- Coercive power - right to use sanctions;
- Legitimate power - influence resulting from position of authority in organizational structure and formal scopes of rights and obligations;
- Expert power - possessing more expertise and experience than others;
- Power of charisma - possessing qualities or resources that impress others;
- Informational power - possibility to access to information unavailable to others;
- Referent power - connections and acquaintances that may influence the others.

Based on the above typology, we may define the IM's authority as follows:

| Base of power | Strength 0-3 | Remarks on minimal scope of given power for IM |
|---------------------|--------------|---|
| Reward power | 1 | Indirectly through applying to the superiors |
| Coercive power | 1 | Indirectly through applying to the superiors |
| Legitimate power | 2 | Within the authorized project tasks - directly or indirectly through authorizations of legal power every time it is needed |
| Expert power | 3 | Competence, expertise and experience within the scope of the project as well as within change management and project management |
| Power of charisma | 3 | Respected and liked personality |
| Informational power | 3 | Full scope of access to all information for the needs of the IM project |

| | | |
|----------------|---|--|
| Referent power | 2 | Direct access to and respect of senior management including decision-makers, Board and the sponsor |
|----------------|---|--|

The term "Interim Manager" seems to suggest that the solution should entail placing the IM in a precisely defined place in organization, relevant to the scope of the project. In practice, solution tend to vary.

Placement in organizational structure ensures only one base of power - formal power. This is the best solution in cases when Interim Management project concerns only the area subordinate to one management post. In practice, there are two main groups of such projects:

- projects concerning the entire company, where the Interim Manager takes over the function of President of the Board or General Director; and
- narrow and specialized industry projects with no interaction with other areas of company. It then gives the IM entire scope of possibilities of shaping the subordinate area, without depending other parts of organization, over which they do not have any influence.

Majority of Interim Management projects is realized in a complex situation and it is necessary, at the time of signing the Contract, to define scopes for particular bases of power and the position in organization is simply a parameter, and not an obligatory only.

Adapting the initial condition of the organization to the situation at hand, defining client's intentions and strategy, proper position of the IM in the organization, defining IM's impact on organization - without all this, it might not be possible to meet the results.

Transfer of expertise area

Interim Manager is the carrier of expertise and best practices that they gathered in the course of their career.

Other than consultancies who sell their expertise and collect fee for each additional element, an Interim Manager who undertook to deliver and embed a certain result, has to transfer to the organization all the expertise and behaviours needed to apply the tools necessary for the result.

Transfer of expertise take place as the project is being realised. It takes form of trainings, coaching and mentoring for working teams cooperating with Interim Manager. Additionally, transfer of expertise is documented and left in client's organization in form of an archive of key materials created during the project.

The archive enables people who join the company later to get to know the expertise.

Main dimensions of an IM project:

Four dimensions need to be considered in an IM project:

- ethical;
- training;
- tactical;
- technical.

Their proper realization is an element of the project's success. This complexity comes from the nature of the project which aims not only to develop specific products, but mainly to deliver a specific business

result. This result does not depend only on the Interim Manager. It depends mostly on the organization which should function in a given way because of the impact that the IM makes.

The perspective of four dimensions shows how wide is the range of IM activities and ways of impacting the organization. Ethical dimension has the widest scope and the other dimensions of IM project are developed on this foundation. In further order the following dimensions occur: training - understood as transfer of expertise, tactical - associated mostly with change management as well as placed inside all previous dimensions - technical dimension, i.e. direct organization management and creation of material products of the IM project.

Mutual relations of main IM project dimensions are shown in the figure below.

[RYSUNEK]

Ethical dimension

Ethical dimension and understanding of its influence on the work of an Interim Manager is of key importance for defining the project is going to be realized.

The profession of an Interim Manager in Poland is in its forming stages. From the very beginning we need to pay attention to those attributes that that make precisely defined ethical principles a key element of the definition of the profession.

Two fundamental ethical principles directly influencing the manner of project realization are trust and autonomy.

Trust

Trust is a belief that a particular person is going to behave in a foreseeable way in a given set given circumstances.

Trust is built slowly. As a rule a cycle of repeated experiences is required - and that takes time. Trust is necessary in order for the client to accept the Interim Manager's recommendations in a project. The simplest way to initiate the process of building trust is to present references from previous projects and to formally commit to following principles of a code of ethics. An example of such a code is the Code of Ethics of the Polish Interim Managers Association (SIM) (<http://stowarzyszenieim.org/kodeks-etyczny>). After this introductory phase, it is essential to provide absolute cohesion between commitments and activities and results they cause, already at the stage of activities and partial results of the project.

Once you gain the trust it pays both ways, but it may also easily be broken as a result of one inconsistent action.

Autonomy

In their work, IM's always think of the welfare of the client. This is the main ethical principle. In order to follow it, they cannot give in to pressures and influences which would be in opposition to this principle. In order to perform their tasks, Interim Managers have to be independent in their assessment of situation, developing recommendation and subsequently implementing them.

Delivery of the expected results to client requires freedom of action so that the IM is able to apply their experience and expertise in full in practice as well as implement the best solutions for the client. The principle of autonomy is in opposition to the typical reporting of employment, even in cases when IM is engaged under an employment contract. Paradoxically, the best solutions are not always fully accepted by all the persons they concern and sometimes even not by the client. It is a result of the

same limitations that caused the engagement of an IM - on principle, they possess wider practical expertise and bigger experience.

In this aspect, observance of ethical standards:

- shows the client the IM's intentions and expected results of their activities - even those that the client does not fully understand;
- it is a guideline for the Interim Manager for due diligence, it does away with the temptation to choose an easier or shorter way to satisfy the client at the cost of real benefits.

The principle of autonomy does not release the IM from the need for final acceptance from client of the recommended and implemented solutions. All activities of the Interim Manager must be fully transparent.

Training dimension

One of the advantages of engaging an Interim Manager is the transfer of expertise to organization. It is performed mainly through trainings of members of organization cooperating with the IM. Therefore, while planning the realization of a project, the Interim Manager should take the necessary time to prepare and conduct internal trainings as well as include members of organization in realization of the project in order to use the newly gained expertise in practice. Such attitude embeds the new expertise in the organization and ensures long-term results of the Interim Management project.

Tactical dimension

Tactical dimension includes its scope all activities (and manner of their realization) which the Interim Manager has to perform in order to attain the expected effect. For and foremost, it is about change management in organization, but the tactical dimension goes further. The important thing is, firstly, the way the tasks are performed and communication (formal and informal) takes place as well as impact on organization.

Tactical dimension will each time be realized otherwise, depending on the many parameters of organization, the initial state, tasks and expected result. It is IM's responsibility, however, to select and track the tactical activities in order to deliver the result.

Tactical activities should not be confused with manipulation. Manipulation, understood as influencing without disclosing one's objectives, is prohibited, because it infringes the fundamental ethical principle - trust. IM is to impact the client and his organization in a transparent manner with observance of cohesion and the highest ethical standards.

Technical dimension

Technical aspect of the Interim Management project is its most tangible part. It includes development of products of the project and the most basic communication. The most frequent simplification is talking about Interim Management project only in the context of the technical dimension. This puts Interim Management projects at the same level with classical consulting projects and reduces the likelihood of delivery of long-term business results, which is usually the main point of engaging an Interim Manager.

Documentation in an IM project

One of the objectives of the IM Methodology is to systematize the archiving of Interim Management projects. In each project phase Interim Manager documents the progress of the project realization. For this they create and agree with the client subsequent versions of documentation which includes:

- Tools of the IM project described in this Methodology; and
- documentation connected with the subject matter of the project (derivative of the tools or created in phases of the project controlled by the tools):
- within results area: control reports, management reports, protocols confirming attainment of the described states or parameters etc.;
- within consulting area: analysis, elaborations, presentations, reports, recommendations, etc.;
- within transfer of expertise area: protocols of trainings of members of client's organization, presentations of implemented changes and improvements, etc.

Archiving in an IM project

Interim Manager archives documentation developed in three phases of the project in a manner of their choice. The documentation is archived in two copies. Upon completion of the project, IM hands over one copy to the client, leaving the second left for themselves (excluding confidential data covered by the conditions of the contract with the client) as a proof performed work which may be useful e.g. for:

- Tax Office - as a proof that the transaction included in invoices really took place;
- settlements with the client - as basis to settle the non-fixed part of remuneration or the success fee;
- disputes with Client - as a proof of fair and complete performance of the order in full in accordance with the contract;
- court hearings - as evidence in case of disputes which end up in court.

WHO IS INTERIM MANAGER?

In previous chapters we defined the Interim Management project. Now, let's shift the attention to the Interim Manager. The IM definition reflects the character of interim projects: a high-class expert with experience at the highest levels of management, working in interim contracts focused on realization of specific tasks and delivery of specific objectives. However, why are some people successful in this role and others are not?

Among Interim Managers we can find experts from different disciplines: finance, marketing, sales, logistics, production. Research, performed in cooperation with SIM and the Syneric company, basing on the Predictive Index® methodology, indicates, however, some behavioural trends in way that Interim Managers function professionally. Thanks to the high standard of the research tool within normalization of results, reliability, accuracy and cultural neutrality, the analysis gave an objective image of Interim Managers as compared to the entire population. Moreover, realization of testing projects showed that people with the profile similar to the model profile found it easier to perform the role of an Interim Manager. The research indicates that behavioural profile is correlated with work results at the level of approximately 0,4-0,5. It should be treated as the so-called necessary condition, but insufficient: it does not guarantee success in itself. Therefore, the manner of activity should be treated as a base, a type of starting capital to develop IM competences and to realize of projects. It is worth a moment of reflection when one wants to decide to choose a profession in Interim Management.

In order to properly present the results of the PI® Interim Managers research a brief theoretical introduction is necessary. From the psychological perspective, we may see a person as a set of modular elements, relevant to personal development and deep qualities which are given to us and remain relatively fixed throughout the entire professional life. This concept has been presented in the figure, modular qualities are marked with brighter colour and deep with a darker one.

[RYSUNEK]

Source: PI® educational materials

The IM profile research used the Predictive Index®, or PI®, tool to measure behaviours and motivation in the work environment, based on four fundamental qualities:

- domination - motivation to impact people and events;
- extroversion - focus on social interactions;
- patience regulating the intensity of experienced tension and rate; and
- formalism - need to observe rules and hierarchy.

Quality A, domination, shows how much a person tries to impact their environment. Low value of this quality means that the person is agreeable and cooperating, adapts well to work situations under someone else's supervision or as a member of a team. On the other hand, a high value means self-confidence, assertiveness, independence, confidence in one's strengths, ideas, opinions and actions.

Quality B, extroversion, shows to what degree a person is looking for social interactions with other people. Low value B means that the person is serious, introspective, focuses on tasks and reality. This is a person who thinks before saying anything. High value B means being sociable, communicative, optimistic and focused on social interactions, but also ease of contact with people and enthusiasm.

Feature C, patience, shows to what degree a person is looking for regularity and stability. Low value means the person is intense, anxious, with the fast pace and can easily adapt to changes. Impatient when expecting results. On the other hand, high value means patience and regular and systematic behaviour. Additionally, susceptibility to accept things as they are (instead of looking for change).

The last quality, formalism, shows to what degree a person adapts to formal rules and structures. Low value means informal and casual behaviour as well as low tendency to adapt to set systems or procedures and high tolerance to risk and uncertainty. However, high value D means that the person is organized, precise and disciplined. Moreover, it also means that the person focuses on details and feels responsible for proper performance of tasks.

In order to fully understand the described qualities one can imagine them as motivators of varying strength on a score matrix. For example, for quality A (Domination) the extreme values may be described as "submission" and "domination". The research results, therefore, show how a person positions themselves on a scale. To have a full picture of a person's behaviour, besides a diagnosis of particular qualities, we also need an analysis of how the qualities interrelate and their ranges.

Based on the research among the active IMs cooperating with SIM, we developed a model IM profile. The Figure below is its graphical representation:

[RYSUNEK]

It shows that Interim Managers are a very homogenous group. They can be characterized as self-confident and independent with big initiative and fast pace of action. Interim Managers make decisions and take responsibility for them. They can react very quickly and can adapt to changeable conditions. They are target-focused, directed at delivering results. They operate very well under pressure from others or problems. They establish necessary relations easily and their style is authoritative rather than persuasive. They communicate with energy, conviction and confidence. They stimulate others and simultaneously are firm and direct in contacts. Thus, definition of Interim Management and the natural behaviour of persons successful in this profession have many similarities.

Interim Managers focus on results

Interim Managers are extremely motivated to impact their surroundings. This makes them entrepreneurial, ambitious, assertive and self-confident. They think strategically. Thanks to their high levels of pro-activity and the ability to quickly see and analyse mechanisms, IM's can diagnose the situation in the client company and propose specific solutions quickly. They are ready to take responsibility for implementation and realization of the agreed objectives. Thanks to their independence and a certain amount of individualism, the solutions they implement make an actual change in the functioning of the organization. Their drive for action and internal motivation allow them to act quickly and along many paths. The necessity to immediately enter new environment and to get to know the mechanisms inside the company, and then, when the assignment is over, a short downtime before the next challenge, give them the positive stimulation to continue their work. It must be this need for variety and challenges that makes them choose this kind of career. Interim Managers avoid repeated experiences and routine.

Quality B - extroversion is prominent in the research analysis. It is a slightly analytical feature that, combined with focus on result, facilitates creative search for solutions and methods of effective operation. They are focused on solving problems and on tasks and they value innovative approaches. On the other hand, the impatience that we mentioned before makes it relatively easy for IM's to build relations with people who are necessary to realize the project.

Such a combination of qualities allows the IM to work independently of any inter-company politics and to sometimes make difficult personnel decisions while maintaining good spirit and relations; to raise

the bar high, both for themselves and for others, and to inspire others at the same time. IM will freely delegate detailed tasks, at the same time maintaining control of their timely realization and of whether they support realization of the main objective. The factual executive power in the scope necessary for the success of the project, should stay with the Interim Manager.

Decision to become an Interim Manager - where to start?

If you are considering starting a new stage in your professional career and becoming an Interim Manager, it is good to talk to someone with experience in realizing such assignments, and then to, as objectively as possible, analyse your skills and motivations. If you are serious about such a career, you have the option to use SIM support in analysing your profile and to compare it to the research results in the context of your skills.

In such considerations, it is good to keep in mind the broader context of Interim Management; IM's also undergo recruitment processes or rather, they sell their services. Regardless of how IM's manage to secure their assignments (directly, through recommendation or Interim Service Providers), the skills that are required of them are determination in realizing objectives, ability to act quickly and to build relationships quickly, creativity. These qualities combined with skills, experience and expertise are the basis on which IM's build their success, whatever their sector or specialization. For an Interim Manager, challenging work environment is a source of motivation not stress.

In their assignments, they bring new expertise, skills and way of thinking to the companies. They should work as partners to the Management, showing other ways of operation than the ones used so far. An experienced Interim Manager will have developed a methodology of operation and project work. They will be able to precisely explain the mechanism behind the solution that ensured that objectives were met. Working inside the company, they permanently embed those solutions in the day-to-day operation of the company. This is a very comprehensive and challenging role.

All these elements of assignment work are reflected in the personality profiles of the experienced IM's. They are, in a way, their natural operation, which as they gather new experience is developed to include additional skills. Before you make the decision to become an Interim Manager, it is advisable to consider whether such way of work is natural for you and to what degree it would require additional efforts; whether it could be a source of positive stimulation for you.

Content matter preparation for this role should include research of areas closely related to Interim Management work:

- **Nature of Interim Management assignments** (e.g. this Methodology or the *Menedżer do zadań specjalnych* handbook, multiple authors, published by Helion)
- **Change management** (e.g. *Switch: How to Change Things When Change Is Hard*, Chip Heath, Dan Heath, published by Znak, *Influence: Science and practice*, Robert Cialdini, published by GWP, *Our Iceberg is Melting. Changing and Succeeding Under Any Conditions*, John Kotter, published by Onepress)
- **Managing personal efficiency** (e.g. *Produktywność osobista*, Roman Wendt, published by CoJaNaTo, *The Seven Habits of Highly Effective People*, Steven Covey, published by Rebis) Sales and working with clients (e.g. *How to Win Friends and Influence People*, Dale Carnegie, published by studio Emka)
- **Project management** (e.g. Prince 2 or methodology elements related to project management, e.g. Lean Six Sigma)

MAIN PHASES OF AN INTERIM MANAGEMENT PROJECT

The main objective of the IM Methodology is to define and describe the process of project in a way that will allow to increase its potential for success based on the high quality service provided by an IM. This process includes a series of actions. The results of these actions are monitored through the use of tools. These tools are then a starting point for new actions.

An IM assignment is divided into the following 3 phases:

[RYSUNEK]

The figure on the next page shows a schematic representation of an IM assignment.

[RYSUNEK]

PHASE 1 - DIAGNOSIS OF THE PROBLEM, DEFINING EXPECTATIONS, ESTIMATION OF PROFITABILITY

Diagnosis understood as defining the client's expectations towards the Interim Management assignment, may seem to fall outside of the scope of the assignment as it is related to the period before the actual work starts. This is the phase of talks, negotiations and coming to agreements. Such approach is reasonable only in case of assignments which have the objective to produce a specific product (a classic project). Interim Management assignments are to produce specific results, brought about by actions that are undertaken. The IM estimates the feasibility of meeting such results in the first phase of the assignment. The feasibility of meeting the expected objective is influenced by the following factors:

- real, diagnosed reasons for the initial situation;
- Interim Manager's expertise and experience relevant to the situation;
- expectations of the client;
- openness of the client and the client's organization to change;
- openness of the client to invest specific efforts (in terms of finance, time and resources) in order to achieve the expected results.

In phase 1, Interim Managers assess the above mentioned parameters and, based on their experience, estimate the feasibility of successful completion of the assignment. The successful completion of the assignment is defined as providing the agreed results to the client. A measure of IM's confidence in the successful completion of the assignment is their openness to accept success fee as part of their remuneration.

If the IM's diagnosis of the situation differs substantially from the client's assessment, then the IM will try to influence a change of some of the initial parameters in order to increase the likelihood of success.

Phase 1 is composed of two stages:

1. diagnosis of the problem, defining the expectations, estimate of likelihood and client's commitment to the proposed approach to the project;
2. contract including precise definitions of objectives and scope of the assignment and the rights and obligations of the Parties.

The tool used in the first stage of phase 1 is the **Offer and list of business needs**.

TOOL 1

OFFER AND LIST OF BUSINESS NEEDS

Description of the tool

Offer and list of business needs is a template that allows the IM to answer the client's inquiry. At the same time, it is a simplified template to use when formulating such an answer. It has two advantages, firstly, it helps keep the structure of the offer as compact as possible and, secondly, it prevents omitting any important elements. Such construction of the offer ensures perfect balance between its size and its effectiveness. The effectiveness is measured by the level of client acceptance of the offer, which, in turn, leads to signing the Contract - the second stage of Phase 1.

The objective of the offer is to make it possible for the client to:

- get to know the IM's profile and become convinced they are making the right choice for the success of the project. Especially, it relates to:
 - competences that confirm the likelihood of achieving the result;
 - experience confirmed by recommendations;
 - ability to act as a partner to the Management - references and past positions held;
- confirm shared agreement with the IM on the task/s to be realized in the project;
- confirm shared agreement with the IM on all key parameters of the IM project;
- get to know the proposed amount of the remuneration and preliminary provisions of the Contract for the assignment.

Form of the tool

Document template

How it works

In order to create a good offer, one necessarily needs to have full information on the client's needs and the potential scope of the assignment. Therefore, it is important to obtain from the client the data that would allow the IM to define the scope of the assignment precisely. Before an IM produces an offer, they should carefully analyse the initial situation in the organization.

The offer needs to be created from the scratch for each new assignment. It should always reflect the individual needs as identified in the client's organization.

Benefits

For the Interim Manager:

- preparation of the offer is a form of analysis. It allows the IM to see clearly what the true problem in the client's company is. It also allows to diagnose the underlying cause of the problem;
- it gives the opportunity to present the advantages of engaging an Interim Manager for the client.

For the client:

- it defines more precisely the scope and expected form of cooperation;
- it emphasizes the professionalism of Interim Manager;
- it differentiates the IM sales process from employee recruitment.

Template

OFFER

[offer title]
for
[client company and address]

A. Interim Manager's tasks - methodology of problem solving.

- A1. In the scope of the consulting area and the results area
[description of the scope] *1
- A2. Transfer of expertise
[description of the scope] *2

B. Definition of the problem and list of tasks

- B1. Problem identified:
[name of the problem] *3
- B2. Causes of the problem identified:
[causes of the problem] *4
- B3. Areas/processes in the organization that the problem relates to:
[name:], [description:], [number of employees:], [key indexes/ numbers:] *5
- B4. Areas/processes in the organization that the problem influences/required interaction:
[description of the area/process and interaction] *6
- B5. Expected final situation:
[description:], [key indexes/ numbers:], [organizational changes:], [behavioural/cultural changes:] *7
- B6. IM's main tasks:
[List of tasks] *8
- B7. Time of project and workload:
[Time of project: ... months],
[Workload: ... work days] *9

C. Time necessary to realize the task

The project will be realized in the period from [starting date of the assignment] to [completion date of the assignment]

D. Result

The following objective will be achieved in the project [description of the objective] *10

E. Experience relevant to the assignment

E1. [Name of experience 1]: [Task:], [Sector:], [Objective of the project:], [Role in the project:], [Time of the project:], [Accomplishments:] *11

F. References relevant to the assignment

[reference text; referee] *12

G. Impact on organization

[description of the IM's position in the organization and their impact on organization] *13

H. Remuneration

Remuneration for the project as defined by this offer is: [give amount or rate]

I. Terms of payment

[description of terms of payment]

J. Guarantee [optional]

[description of terms of guarantee]

Template - notes

1. Description of the scope should be simple and show clearly which tasks are to be realized and what will result from them.

Example

Consulting work will be divided into two stages: Stage 1 will include analysis of opportunities to decrease the costs of functioning of the distribution network. The analysis will result in a report showing potential for a decrease in costs and how to achieve this objective (if possible). An action plan will also be prepared at this stage, showing how such decrease is to be achieved. Stage 2 will focus on realization of the action plan from Stage 1, including development of all necessary tools and solutions and their implementation.

2. Description of scope should include all aspects necessary for correct implementation and then administration of change

Example

During this project, I undertake to transfer the following areas of my expertise:

- a) means to measure and analyse costs and parameters of effectiveness in a distribution network;*
- b) principles of use of the newly created tools and solutions;*
- c) methods for further improvement of the distribution network.*

The transfer of expertise will take the form of:

- a) direct transfer of expertise, attitudes and behaviours to the team working with the IM;*
- b) a report archiving the project documentation;*
- c) direct changes in the procedures and guidelines of the organization;*
- d) training materials for the team working with the IM and employees included in the scope of the project.*

3. Problem identified.

Example

Costs of functioning of the distribution network 15% higher than in competitors in the sector

4. Identified causes of the problem.

Example

Lack of effective distribution network management system, including uniform conditions for cooperation with service providers and a system for control and settlement of services.

5. Areas/processes in the organization that the problem relates to.

Example

name: logistics;

description: part of logistics relating to deliveries of goods to clients;

number of employees: 20;

key indicators/numbers: indicators - currently none, numbers - annual budget of PLN 10 million.

6. Areas/processes in the organization that the problem influences/required interaction.

Example

Problem affects client service (in terms of timely execution of orders) and sales (in terms of servicing costs).

7. Expected final situation.

Example:

description: *reduce distribution costs by 15% without compromising timely delivery and client satisfaction parameters;*

key indicators/numbers: *distribution costs at 85% of current costs with budget of PLN 10 million;*

organizational changes: *none;*

behavioural/cultural changes: *active management of the distribution network by employees and striving to reduce costs.*

8. IM's main tasks.

Example

- *Analysis of potential for improvement;*
- *prepare improvement plan;*
- *build a distribution network management system (procedures, indicators, document templates);*
- *reduce costs of the distribution network;*
- *train and motivate employees;*
- *handover the project results to the logistics director.*

9. Time of project and workload.

Example

Time of project: 6 months,

Workload: 120 work days

10. The result.

Example

The project will bring the following result: reducing distribution costs by 15%, which, with a budget of 10 million PLN, amounts to PLN 1.5 million per year.

11. Experience relevant to the assignment.

Example

Project of reducing distribution costs for a bulk materials producer:

Task: reduce distribution costs

Sector: bulk materials production

Objective of the project: reduce distribution costs by 20%

Role in the project: Interim Manager, realization of the project

Time of the project: 8 months

Accomplishments: reduced distribution costs by 21%

12. References relevant to the assignment

Example 1

"In 2012, John Smith carried out an interim project in our company. As a result of the project, within eight months we reduced distribution costs by 21%, which was more than the objective defined in the contract. We recommend Mr Smith's services to all companies with a distribution department".
Peter Brown, President of the Board

Example 2

References available on request. I carried out similar projects in the following companies:

2010. Company X in city A

2011. Company Y in city B

2012. Company Z in city C

Example 3

References relevant to the project:

Press articles about my project in company X in city A in 2010 - [link].

My website - [link]

13. Success of an IM project and the scale of the results depend on the impact that the IM has on the client's company organization. The reasons why such impact is so important are discussed in more detail in Chapter on the Main Areas of an IM Project. The IM Methodology uses the expression: "to place the Interim Manager in a specifically defined spot in the organization". The offer should include a precise description of the mechanism that Interim Manager is proposing to ensure that said impact actually takes place.

In the following example, the organization of team includes numerous project streams and team members. Interim Manager has impact on the organization through their position in the structure of the organization. Internal communication in the client company is clear. The structure, as mentioned below, helps to ensure the impact, especially in case of a multi-stream assignment with teams appointed to work in the streams including representatives of different functions (Sales, Marketing, Production, Finance, etc.) or organizational units.

Example 1

[RYSUNEK]

Impact on Organization

A Project Team will be created in the company. The Team will include (at least) representatives of the following functions: Sales, Marketing, Production, Finance, HR.

The Company will ensure that IM's work is reflected in their structure by appointing a Team Leader. The Leader will be a Board Member. The Leader will issue binding instructions to the Project Team members, regardless of their line of subordination. In particular, the Leader will be the only person with whom Interim Manager will be determine the operational and executive details of the approved assignment schedule. The team will also be a platform for knowledge transfer through participation in the project and realization of tasks in teamwork.

There are other, simpler ways to position the Interim Manager. If the assignment does not have a multifunctional scope and relates to one vertical division (for example, sales) - Interim Manager works directly with the director of that division. In such a case, the impact on organization is as shown in the figure below

Example 2

[RYSUNEK]

Note that the structure of the project organization is similar in Examples 1 and 2. Example 2, however, narrows down the area where the IM is placed in the client organization.

Examples 1 and 2 above, will probably be more suited for implementation in big companies and corporations (e.g. with sales of PLN 200 million, 800 persons employed). In case of an assignment in a smaller company, with smaller availability of employees, it is better to apply the following way of positioning the Interim Manager in the structure.

Example 3

[RYSUNEK]

What examples 1, 2, and 3 have in common is the idea that the Interim Manager does not manage the client's organization. Such position of the Interim Manager in the structure of the organization is consistent with the consultancy model. In such a case, Interim Manager will apply the "expert power" attribute discussed in Chapter on Areas of the IM Project. Impact on organization area. Remaining attributes of power (including legitimate power) required for the execution of the assignment are provided by the client formally engaging other senior management employees.

If obtaining other attributes of authority would mean a faster and more permanent delivery of the result defined in the Offer, than the IM might take a specific position in the company for a given time. In such case, one speaks of a managerial character of the project. Example of such structure:

Example 4

[RYSUNEK]

What Examples 1 through 4 have in common is that the IM is positioned in the structure of the organization already at the phase of the offer. Negotiations between the IM and the client will be based on the "Offer" tool. As a result, they will determine the final assignment organization, Interim Manager's position in the structure and form of the cooperation (civil law contract, contract of employment, appointment to the bodies of the company). These and other provisions will be written down in the "Contract" tool.

The IM Methodology attaches great importance to the impact the IM has on the organization. Similarly, Interim Manager should consider carefully and then include the organizational mechanism that will ensure his impact on the results of the project in the Offer and the Contract.

Tools to support the second stage of Phase 1 are the Contract, and the Specification of the tasks to be performed.

TOOL 2 CONTRACT

Description of the tool

The Contract tool is an example contract template. It contains the most important and, at the same time, basic elements necessary for completion of an assignment, while retaining a simple and compact form. This draft Contract can be supplemented or extended at any time to include elements and requirements necessary for a particular assignment.

Form of the tool

A document template

How it works

This Contract is a legal document and must be used reasonably. Its provisions should always be adapted to the specific business situation and supplemented with parameters relevant to the assignment at hand. The final version of the contract should always be consulted with a lawyer.

Benefits

Simple and clear definition of mutual rights and obligations of the parties relating to the IM project.

Disclaimer

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Template

CONTRACT OF MANDATE /INTERIM ASSIGNMENT/

concluded on [*] in [*] by and between:

hereinafter referred to as "Principal", and

hereinafter referred to as "Contractor"

(provisions of the Contract have been developed under the assumption that all entities that are parties to the Contract are businesses)

[*] and [*] shall be hereinafter referred to collectively as "Parties" and each individually a "Party".

The Parties shall conclude this Contract as follows:

§ 1. DEFINITIONS

- 1.1. The Parties shall understand the following words and phrases used in this Contract (when spelled with a capital letter) as follows:
 - 1.1.1. Work Days - all days, excluding Polish public holidays;
 - 1.1.2. Project Units - organizational units of the Principal's company, appointed by the Principal in order to carry out the Project, as described in Annex 2 of this Contract;
 - 1.1.3. Sub-contractors - third parties other than the Principal Staff, with whom the Principal has entered into any contracts, in particular sales, delivery, specific work, financial services or consulting contracts;
 - 1.1.4. Principal's Employees - natural persons providing work or services to the Principal, regardless of the type of legal relations, which are the basis of such engagement;
 - 1.1.5. Products - all material results of the Services;
 - 1.1.6. The Project - the process of _____ (*e.g. downsizing, software implementation*), carried out by the Principal in their enterprise, referred to in § 2.1 of this Contract;
 - 1.1.7. Services - total services the Contractor is obliged to render under the Contract;
 - 1.1.8. Contract - this Contract with annexes.
- 1.2. Headers are introduced for convenience and reference only, and will not affect the interpretation of this Contract, except where a word or phrase was used in a header that was defined above.
- 1.3. The annexes referred to in the Contract shall form an integral part thereof. In the event of a conflict between the contents of the annexes and the provisions of the following paragraphs, the provisions of the paragraphs shall apply.

§ 2. SUBJECT-MATTER OF THE CONTRACT

- 2.1. The Contractor undertakes to provide for the Principal consultancy services in the scope of _____ / *indicate scope: e.g. "in the scope of employment turnover in the Principal's enterprise" or "in the scope of launching a finance-accounting IT system based on the SAP ERP software in the Principal's enterprise"; if the description of the project is very large, we suggest moving it to an annex to the Contract /.*
- 2.2. Services referred to in paragraph 2.1 above, shall include:
 - 2.2.1. Preparation and handover to the Principal of a report _____ (e.g. "Process and assumptions for employment restructuring"),
 - 2.2.2. Providing Principal and heads of organizational units of the Principal's company with current advice and consultation on the implementation of the Project,
 - 2.2.3. Participation in meetings of bodies of the Principal's company and Project Units set up to carry out the Project (in particular in the meetings of the Project Steering Committee),
 - 2.2.4. Control of the realization of the Project to the extent resulting from authorizations issued by the Principal separately,
 - 2.2.5. Conducting training for Principal's employees, who are members of Project Units,
 - 2.2.6. _____ (*other to be completed*).
- 2.3. A detailed description of the services is included in Annex 1 to the Contract.
- 2.4. This Contract does not constitute a power of attorney (mandate) for the Contractor to carry out any work on behalf of or for the benefit of the Principal. In particular, the Contractor may not issue any orders, instructions or recommendations to Principal's employees or sub-contractors.

The Contractor is also neither entitled nor obliged to receive any contributions or representations from sub-contractors.

§ 3. GENERAL OBLIGATIONS OF THE CONTRACTOR

- 3.1. The Contractor shall render the Services with due diligence, taking into account current knowledge and experience, observing professional ethics and applicable laws.
- 3.2. The Contractor undertakes to render the Services with respect for the tangible and intangible interests of the Principal.
- 3.3. The Contractor may - with the consent of the Principal - entrust performance of particular tasks to third parties acting on behalf of the Contractor (subcontractor). In this case, however, the Contractor agrees that the subcontractor will operate continuously under his close supervision. Contractor shall be liable for acts and omissions of the subcontractor as for his own acts and omissions.

§ 4. GENERAL OBLIGATIONS OF THE PRINCIPAL

- 4.1. The Principal undertakes to maintain close and continuous interaction with the Contractor in the scope related to the performance of the Services. In particular, the Principal is obliged to:
 - 4.1.1. determine and report to the Contractor (in writing on or before _____) the fundamental aims and objectives of the Project;
 - 4.1.2. grant the Contractor at his request detailed instructions regarding the provision of the Services or completion of the Project;
 - 4.1.3. subject to provisions of § 6 of this Contract, disclose to the Contractor information and documents held by the Principal, to the extent necessary for proper performance of the Services; this obligation may be fulfilled by providing the Contractor with access to the IT resources of the Principal's enterprise and granting him certain user privileges, including access codes;
 - 4.1.4. perform operations referred to in § 7 of this Contract;
 - 4.1.5. receive from the Contractor products made by him according to principles specified in the following provisions of this Contract;
 - 4.1.6. should operations be carried out in the (Principal's) plant - provide the Contractor in the plant (at the expense of the Principal) with technical measures to ensure the proper execution of these operations;
 - 4.1.7. _____ /other to be completed/.

§ 5. DEADLINES FOR SERVICES

- 5.1. The Contractor shall prepare and deliver to the Principal a report, referred to in § 2.2.1 of this Contract on or before _____.
- 5.2. The Contractor shall render the services referred to in § 2.2.2 - 2.2.6 of this Contract at a time as the Contractor shall see fit, subject to the provisions below.
- 5.3. The Contractor shall be ready to render Services on Work Days between 09.00 AM and 05.00 AM, Parties will agree on dates and times for carrying out particular activities. In particular, the Parties separately and in good time, shall determine the dates of:
 - 5.3.1. meetings of Principal organs and Project Units on realization of the Project (in particular, the Project Steering Committee meetings),
 - 5.3.2. training sessions, referred to in § 2.2.5 of this Contract.
- 5.4. Parties agree that the Contractor shall not render Services at times agreed by the Parties separately at Contractor's request (break in the performance of the Services). The Parties agree that a single break in the performance of Services cannot exceed ___ Work Days. The Contractor is not required to render the Services in cases of random events (e.g. sickness, accident) resulting in his inability to perform the Contract.
- 5.5. The place where Services are rendered.

- 5.6. Unless the Parties agree otherwise, the Contractor shall render services in a chosen location, provided that the activities referred to in § 2.2.2 - 2.2.3 and 2.2.5 of this Contract are carried out at the premises of the Principal.

§ 6. TRANSFER OF DATA

- 6.1. Principal may transfer to Contractor personal data, to the extent necessary to perform the Services in accordance with the provisions of the Act of 29 August 1997 on the Protection of personal data (Official Journal of 2002, No. 101, item 926 as amended). To this end, the Parties shall conclude separate contracts on processing of personal data.
- 6.2. Transfer to the Contractor of other data, collection, processing or use of which is governed by specific provisions may be made solely on the basis of and after the fulfilment by the Parties of requirements under these regulations.

§ 7. STRUCTURE OF THE PROJECT

- 7.1. The Principal undertakes to set up the structure of the Project, and in particular to:
- 7.1.1. appoint Project Units
 - 7.1.2. ensure participation of the Principal's employees in work of the Project Units
 - 7.1.3. equip Project Units or its members with power (competencies) necessary to carry out their assigned project tasks,
 - 7.1.4. assign Project Units or its members with technical or financial resources necessary to carry out their assigned project tasks.
- 7.2. Detailed description of the structure of the Project is contained in Annex 2 to this Contract.

§ 8. REMUNERATION FOR SERVICES

8. For the Services, the Principal agrees to pay to the Contractor:
- 8.1.1. for the report, referred to in § 2.2.1 of this Contract - a fee in the amount of PLN _____ (say: _____),
 - 8.1.2. for the performance of remaining Services - a flat-rate monthly fee in the amount of PLN _____ (say: _____),
- 8.2. Regardless of the remuneration indicated in the above paragraph, the Principal undertakes to pay to the Contractor additional remuneration dependent on the achievement of the objectives of the Project. Terms of payment, method of calculation and payment dates of the above remuneration are set out in Annex 3 to this Contract. / *The above provision provides for payment of additional fee for achievement - with the participation of the Contractor - of the business results in the Principal's organization as were desired by the Principal. Annex 3 to the Contract should, therefore, describe precisely the expected business results agreed by the Parties and indicate the amount of the additional fee; Parties are free to determine the amount and timing of payment of such fee, it, however, keep in mind that conditions of payment (business results) need to be reported in such a way that they can be relatively simple to verify, preferably on the basis of the indicators provided in advance (e.g. financial or technical).* /
- 8.3. Remuneration referred to in paragraph 8.1.1 above shall be payable in arrears on preparation of the report.
- 8.4. The Principal is obliged to pay an advance payment on this remuneration in the amount of _____% (say: _____) of the amount specified in paragraph 8.1.1 within _____ days from the date of signing this Contract. /sample provision; not necessary/.
- 8.5. The remuneration referred to in paragraph 8.1.2 above shall be payable in arrears on a monthly basis.
- 8.6. Any amounts of fees or payments defined in the preceding paragraphs do not include the payable value added tax (VAT), which shall be added at the rate applicable on the date of issue of the invoice by the Contractor.

- 8.7. Remuneration referred to above shall be paid no later than within 14 days, subject to paragraph 8.4, from the date of receipt by the Principal of an invoice properly issued by the Contractor, to the bank account of the Contractor indicated in the invoice.
- 8.8. The remuneration referred to in paragraph 8.1 of this Contract also includes a license fee granting the Principal use the Products.
- 8.9. Payment of remuneration is an acknowledgment of receipt of the Product by the Principal.

§ 9. COST OF PERFORMANCE OF SERVICES

- 9.1. Amount of remuneration referred to in § 8.1 of this Contract, shall include reimbursement of costs borne by the Contractor necessary to properly render the Services, subject to provisions of paragraph 9.2 below.
- 9.2. The Principal is obliged to reimburse the Contractor previously accepted and documented costs of travel and accommodation in the place of supply of services performed outside _____.

§ 10. INSTRUCTIONS OF THE PRINCIPAL

- 10.1. The Contractor shall comply with the instructions and guidelines on how to perform the Services received from the Principal. Instructions or guidelines shall not change the provisions of this Contract, or provisions of contracts concluded previously by the Parties.
- 10.2. Should the Principal be of opinion that implementation of such guidelines or instructions would have negative consequences on the performance of the Services or the Project, the Contractor should inform the Principal thereof and point out the possible foreseeable consequences. The Contractor should be informed of the decision to maintain, change or withdraw such instructions or guidelines within 2 Work Days. The Contractor shall not be responsible for negative effects of the implementation of these guidelines or instructions.
- 10.3. Should implementation of such instructions and guidelines from the Principal make it impossible for the Contractor to perform the Services in a sound and lawful way, within the agreed remuneration and dates, the Contractor may terminate this Contract, which shall constitute important reason within the meaning of Article 746 of the Civil Code. In such case, the Principal is obliged to pay to the Contractor remuneration for work performed before termination of the Contract.

§ 11. RAPORTS

- 11.1. The Contractor shall prepare and handover to the Principal the following reports:
 - 11.1.1. _____ - until _____, and
 - 11.1.2. _____ - until _____.
- 11.2. The Contractor undertakes to hand over the above reports to the Principal in writing and in electronic form (in editable format as agreed by the Parties separately).

§ 12. LICENSES FOR PRODUCTS

- 12.1. Should the result of the Services be a Product, which would constitute work within the meaning of the Act of 4 February 1994 on Copyright and Related Rights (consolidated Official Journal of 2006 No 90, item 631, as amended.) The Contractor shall offer the license for the Product under the conditions described below, without the necessity for any additional representations in this regard by the Parties. */According to the Act, if the result of the provision of services is a work (utwór), all the rights to this work belong to the author, the author may, however, grant a license for the use of such a work, which license will allow lawful use of the work by a third party. It should be emphasized that, under copyright, work is any expression of creative activity of an individual character, established in any form, regardless of the value, purpose and manner of expression. For example, within the meaning of the Act, work is any creation expressed in words, mathematical symbols, graphic signs (literary, journalistic, scientific and cartographic works and computer programs)/.*

- 12.2. The license for the Product shall be granted upon payment by the Principal of remuneration for Services rendered.
- 12.3. License for Product shall be granted for an indefinite period.
- 12.4. Under license for Product, the Principal may use the Product, as referred to in paragraph 12.1 only to the extent of its business and for the sole purpose of the Project in the Principal's company, in the following fields of exploitation:
- 12.4.1. recording and copying - production of copies of a specific technique, including printing, reprographic, magnetic and digital recording,
 - 12.4.2. for dissemination - public performance, display, broadcasting and re-broadcasting, also in such a way that everyone can have access to it at a place and time individually chosen.
- 12.5. The Principal may use the Product, referred to in paragraph 13.1 in every place of establishment.
- 12.6. The Principal shall not alter or remove information on copyrights and other intellectual property rights of the Contractor.
- 12.7. The Contractor hereby consents to the use by the Principal of the Products referred to in paragraph 12.1 to the extent specified in preceding paragraphs. Sale of the license for the Product requires prior written consent of the Contractor.
- 12.8. The Principal may use, for the purposes of its business, the processes, methods, concepts, techniques (know-how) used by the Contractor in the performance of the Services. Except in case of use for provision of services to third parties.

§ 13. TIME OF CONTRACT

The contract is concluded for the period of _____ to _____ .

§ 14. INSURANCE (POSSIBLE PROVISIONS)

- 14.1. The Contractor declares that he holds civil liability insurance for the sum guaranteed in the amount of PLN _____.
- 14.2. The Contractor agrees to maintain the insurance referred to above for the period of the Contracts, to the sum guaranteed as defined above, and to present on each request by the Principal notarized copies of insurance policies.

§ 15. CIVIL LIABILITY CONTRACTUAL PENALTIES

- 15.1. In the event of non-performance or improper performance of obligations under the Contract, the Contractor shall be liable to the Principal under provisions of the Civil Code, subject to the provisions of the paragraphs below.
- 15.2. The Contractor shall not be liable for any lost profits by the Principal (lucrum cessans).
- 15.3. The Contractor's liability for failure to perform or improper performance of the Contract shall not exceed half the value of the remuneration (excluding the amount of VAT) obtained by the Contractor for the performance of the Contract.
- 15.4. Contractor's liability limitations set out in the preceding paragraphs shall not apply to damages caused by wilful misconduct.

§ 16. PROHIBITION OF COMPETITION. CONFIDENTIALITY

- 16.1. The Contractor undertakes that, without the prior written consent of the Principal, he will not provide services to entities in competition with the Principal during the performance of the Contract. */optional provision/*
- 16.2. The Contractor undertakes, both during the term of the Contract and after its termination or expiration, not to disclose to third parties any confidential information within the meaning of the Act On Unfair Competition of 16.04.1993 (consolidated text, Official Journal of 2003., No. 153, item 1503 as amended.) or any other information received from the Principal orally, in writing or in any material form or saved on any storage medium, including both originals and Xerox copies,

copies, faxes, notes, bills, invoices and other documents relating to the activities of the Principal, contractors, business plans and other when necessary in pending proceedings before the courts or other government bodies. The above provision shall not apply to disclosure in course of performance of legal obligations.

16.3. At the request of the Principal, reported after the expiration of the Contract, the Contractor shall immediately:

16.3.1. return Confidential Information with copies and extracts,

16.3.2. destroy any documents that have been prepared on the basis or reflect the Confidential Information.

16.4. The above provision shall not apply to the Products and the reports.

§ 17. FINAL PROVISIONS

17.1. Should any provision of the Contract be held to be invalid or unenforceable, the remainder of the Contract shall continue to be valid and effective, unless in the circumstances it becomes clear that, without the provisions affected by the invalidity, the Contract would not have been concluded. In the event that individual provisions of the Contract prevent the realization of its purpose or the duties and powers of the Parties hereunder, the Parties shall negotiate in good faith and undertake actions to amend the Contract, so that individual rights and responsibilities, and the purpose of the Contract have been achieved.

17.2. Any notice, request or other communication submitted pursuant to the Contract shall be in writing to be valid and should be delivered to the respective Party at its address indicated at the beginning of the Contract.

17.3. This Contract and the rights and obligations of the parties hereunder shall be governed by the Polish law, and to resolve any disputes Parties reserve the jurisdiction of the Polish courts. Any disputes shall be resolved by _____ (specify the name of the court of arbitration) in accordance with the appropriate regulations.

17.4. Any changes to this Contract need to be made in writing to be valid.

17.5. The Contract was drawn up in two identical copies, one for each of the Parties.

17.6. The following attachments to the Contract shall form an integral part thereof.

i. Annex 1 - Specification of Tasks to be Performed ;

ii. Annex 2 - Description of the structure of the Project;

iii. Annex 3 - Additional fee

ON BEHALF OF [*]

ON BEHALF OF [*]

signature of authorised
person

signature of authorised
person

Annex 1

- Specification of Tasks to be Performed

Description of the tool

Specification of Tasks to be Performed is an annex to the Contract and is a record of the tasks confirmed in negotiations with the client that were initially identified in the offer.

Specification of Tasks to be Performed is intended to determine the precise scope of work, which has to be addressed by the Interim Manager in the assignment. It also defines work that does not have to be done, unless the Interim Manager decides it is necessary to achieve the objectives of the project.

Form of the tool

A table with a list of tasks

How it works

Specification of tasks breaks down the scope of the project into tasks, which at a later stage will be the starting point for the creation of the Plan for Action and Monitoring Results.

Benefits

- Define the scope of the assignment;
- agree with the client as to the shape and volume of the IM project work;
- make talks with the client more concrete and defining client expectations.

Template

Annex 1 - Specification of Tasks to be Performed

| Scope of work/stream | Task | Result/product (measure) | Time of completion | Notes (necessary conditions and support, risks, threats, other) |
|----------------------|------|--------------------------|--------------------|---|
| | | | | |

Annex 2 - Description of the Structure of the Project

Description of the tool

This tool is designed to define the project structure generally described in § 8 of the Contract. The rationale behind defining the project structure at the level of the Contract is to provide Interim Managers with appropriate place in the organization and the possibility to impact the organization in order to achieve the objectives of the project.

Form of the tool

A document

How it works

Interim Manager defines and agrees with the client on the most favourable structure of the project to achieve the objectives. The process of reaching an agreement on the structure of the project has educational dimension and features in-depth analysis of the change management aspect of the project as well as formalizes the client - Interim Manager relationship.

Benefits

- Analysis and educational aspect in area of change management;
- gives the Interim Manager the power to impact the organization

Template

Appendix 2 - Description of the Structure of the Project

| Project Unit | Appointed employees (includes no of hours weekly) | Authorizations/Competencies: | Technical and financial resources | Notes (necessary conditions, necessary support, risks, threats, other) |
|--------------|---|------------------------------|-----------------------------------|--|
| | | | | |

PHASE 2 - ANALYSIS, IMPLEMENTATION AND MONITORING RESULTS

While performing the project tasks, Interim Managers should use the project management methodology adopted in the organization of the client. In absence of such practices, Interim Managers may employ any generally accepted methodology for managing projects known to them, provided it is appropriate to the level of development of the organization.

Due to the specifics of Interim Management assignments, we recommend Agile methodologies, which are based on the ability to adapt project tasks to changing conditions and expectations of the client whose awareness is growing as the work progresses.

Phase 2 tools of the Interim Management Methodology have been designed for the minimum necessary scope of project management. They reflect the key needs of Interim Management assignment:

- planning and monitoring of the project results schedule. For this we use the Costs and Benefits Analysis tool;
- planning with the possibility to modify and supplement, and then monitor and report on implementation. For this we use the Plan for Action and Monitoring Results.

TOOL 3

BENEFIT AND COST ANALYSIS WORKSHEET

Description of the tool

The Benefit and Cost Analysis Worksheet allows to quantify expectations and costs, and to embed them in a business context. The tool is also a simplified budget sheet and a tool for forecasting and tracking progress of the project in the financial aspect. It can also be used as a base for the sale of the project or to negotiate fees. This is the moment to reflect on the tools necessary to achieve the objectives. A completed worksheet is also a form of commitment.

Benefit and Cost Analysis Worksheet gives the IM project a practical dimension of focus on results. Seen this way, Benefit and Cost Analysis Worksheet takes precedence over Action and Result Monitoring Plan because it defines the objective of the project. Tasks in the project are implemented and modified accordingly in order to achieve the results expected by the client.

The Benefit and Cost Analysis Worksheet adds a business dimension to the IM project and transfers risk management for results to the Interim Manager. At the monitoring phase, any discrepancy in relation to the pace of planned formation of benefits and costs is a cue for review and appropriate modifications to the plan of tasks.

The tool is available in two variants: basic and advanced, tailored to varied nature of projects.

| | | BASIC VERSION | ADVANCED VERSION |
|----------------------------|----------------------------|--|--|
| PROJECT CHARACTERISTICS | | The so-called soft projects where monetary quantification of direct results is difficult or even impossible in the time horizon of the project, (e.g. change of organizational culture). | Projects bringing direct financial benefits in form of savings or extra income |
| ELEMENTS OF THE WORK SHEET | Main streams of activities | Main streams and/or stages of the project necessary to achieve the expected benefits. | Main streams and/or stages of the project necessary to achieve the expected benefits. |
| | Financial benefits | None. | Financial benefits achieved directly as a result of project activities. |
| | Non-financial benefits | Non-financial benefits, associated with activities. May include both changes in non-financial indicators and project specific products which present value for the client. | Non-financial benefits, associated with activities. May include both changes in non-financial indicators and project specific products which present value for the client. |
| | Costs | Costs associated with actions. | Costs associated with actions. |
| | Balance | None. | Final result of the project (financial benefits - costs). |

The tool has been designed so that it is possible to use it in most projects. If necessary, it can be adjusted accordingly.

Form of the tool

Work sheet

Template - basic version

[RYSUNEK]

Template - advanced version

[RYSUNEK], [RYSUNEK]

How it works

Completing fields in the worksheet prompts awareness of expected benefits and their costs.

In case of projects with direct financial benefits, the result (balance) of the project can be related to the costs and benefits of the company. Placing of main streams of actions and financial benefits in a timeline presents the Interim Management project in terms of cash flows, returns on investment and estimation and determination of the so-called break-even point.

Keep in mind that clients decide to carry out the Interim Management project based on the specific benefits and outcomes, not vague promises and expenses to be incurred. Professional approach to precisely determine benefits and costs of a project allows the IM to build the image of an expert with experience relevant to the project.

Main IM project streams

Main streams of a project include main actions, blocks of activities or stages of the project. It is important to keep the task structure that specifies work to be done transparent. This will ensure more precise communication with the client and his understanding of the proposed set of works. If the project conditions do not impose otherwise, the Interim Manager should try to keep the number of tasks defined in this part limited to 10 items.

The following columns are periods in which the project will proceed. Those will usually be monthly intervals, though shorter periods are acceptable - weeks; or longer - quarters, if the nature of the project requires it. An "X" inserted at the intersection of column corresponding to the period and row corresponding to the task means that the task will be carried out during that period.

Benefits

In the "benefits associated with the actions" section, put in each row definitions of benefits that add value for the client. They can be of financial or non-financial nature.

In the case of financial benefits, put the estimated size of the benefit, and the indicator that defines the value next to the definition. In the notes for the cell, you can put the method of calculation of benefits. This method of calculation needs to be simple and clear - comprehensible to the client. When

estimating value of the benefit, include the most likely value (and not the maximum) - it will serve as a point of reference for assessing the success of the project by the client.

At the intersection of column corresponding to the period and row corresponding to the benefits, place a value corresponding to the partial benefit over that period. Note that value of benefits should be factual, that is directly affecting the client's business indicators (for example, benefit from the renegotiated purchase price will be recognized in the period in which the client will receive an invoice with the new price, and if the company wants to improve liquidity financial, rather than profitability, the benefit will be considered at the date of payment for the invoice received).

Put non-financial benefits most often associated with development of the client organization separately in the benefits section. They can be measured by e.g. change in attitudes and behaviour of employees, improved non-financial indicators (e.g. NPS, decrease in client turnover) or delivery of particular products.

Costs

Under costs associated with the activities, put all relevant costs that arise during implementation of the project, including remuneration costs of the Interim Manager. At the intersection of column corresponding to the period and row corresponding to the costs, place a value corresponding to the cost to be incurred over that period.

Balance

In the advanced format of the worksheet, the balance section includes summarized financial benefits and costs. This section consists of two rows:

- balance for a given period - shows whether cash flows during that period are positive or negative, and identifies the break-even point of the project;
- accrued balance since the beginning of the project - shows the change of the financial commitment in time and determines the moment of return on investment from the Interim Management project.

When completing the Benefit and Cost Analysis Worksheet pay attention to:

- number of tasks in the tasks and activities section - should not be greater than 10;
- time assigned to tasks - it should contain a buffer for unforeseen events (such as holidays or absence of people in the client organization necessary for the completion of tasks);
- benefits should correspond to client's perspective and commitment. Sometimes, business results, generally accepted as desirable, are of no great value to the client in question. In each case, make sure what is important for the client and adapt the set of benefits to their needs;
- method of calculating benefits - should be simple, transparent, and above all, comprehensible to the client;
- value of benefits - it should be value most likely to be obtained;
- the moment of recognition of emergence of benefits should correspond to client's perspective.

Benefits of using the tool

- Quantification of expectations of both parties: the client confirms formally their expectations and the Interim Manager commits to them;
- conscious comparison of benefits and costs across the business - where the IM's competences (probability of success) are compared to planned remuneration for optimal selection of Interim Manager, and other costs;

- opportunity to accurately present expectations to the IM in the context of business benefits, not only task-design;
- opportunity to analyse cash flows over time and determine planned return on investment.

Example - basic version [rysunek]

Example - advanced version [rysunek]

TOOL 4

PLAN FOR ACTION AND MONITORING RESULTS

Description of the tool

This tool is a schematic project management worksheet that serves both to plan work and to report on its progress. The simplified form has been chosen specifically to ensure effective communication with members of the project team and the sponsor. The use of one tool in work with all stakeholders of the project provides transparency of the Interim Manager's work through consistency of information provided. This builds trust and credibility.

The tool is available in two forms: basic and advanced. The difference is in the approach to planning and presentation of tasks.

| | BASIC VERSION | ADVANCED VERSION |
|-----------------------|---|--|
| PLANNING | Ad-hoc, based on the analysis of the situation. | In advance, based on Benefit and Cost Analysis Worksheet of the project. As the project progresses, tasks are supplemented/modified. |
| PRESENTATION OF TASKS | One below the other, added as work progresses. | Grouped according to the main streams of actions listed in the Benefit and Cost Analysis Worksheet. |

The tool has been designed so that it is possible to use in most projects. If necessary, it can be adjusted accordingly.

Form of the tool

A work sheet

Template - basic version [RYSUNEK]

Template - advanced version [RYSUNEK]

How it works

This tool is an active repository of tasks. Each task is identified by a number and a name that reflects its nature. The product column lists expected outputs (effects) of a task. In the next column - closing date, a date is specified for completion of the tasks and handover of the product. Apply zero-one approach to tasks - a task executed is a prepared and approved product of the task. The next column

is the workload, here you can enter the approximate time it takes to complete a task. Defining the workload helps diagnose how probable it is that a task will be completed within a deadline.

For the convenience of the assessment of progress we adopted word and colour marking of task status:

| | |
|-------------------------|---|
| New (no colour) | task has not been started yet |
| In progress (no colour) | task currently in progress |
| Risk (yellow) | task deadline at risk |
| Late (red) | deadline has not been met, task not completed |
| Completed (green) | task completed |

In the Responsible column put the person completing and at the same time responsible for completion of the task. As a rule it should be the same person. In the *Supporting* column put persons delegated/assigned to the task. To make it simpler you can use initials. The *Notes* column is used to record all relevant information concerning the task.

The principle of a rolling horizon: in accordance with the principle, completed and archived tasks disappear from the list (hidden rows), and future tasks beyond a fixed time horizon are not displayed in the list of tasks (hidden rows). To simplify everyday work, only current tasks should be displayed, i.e. tasks for the horizon of maximum two coming weeks. Tasks should be planned in such a way that they could be completed in such a short time. There are a few reasons for this:

- it promotes regular rhythm of work in the project team;
- it gives the feeling of success when steps are completed.

Early warning system: if something does not go according to plan, we can correct action much earlier than in the case of monitoring aggregated tasks. Past and future tasks should be hidden – not deleted! That way, the entire history of the project is located in one place - at any time you can display the hidden rows and view old tasks.

Benefits

- Maintain high quality of service;
- all tasks in a project stored in one place;
- clear and transparent form;
- store information on all tasks to be performed in the project in one place;
- track timely execution of tasks on a single sheet;
- simple verification/status control of tasks and persons concerned;
- basis of regular communication with the client, helps to keep client's involvement.

Example - basic version: [RYSUNEK]

Example - advanced version: [RYSUNEK]

PHASE 3 - SETTLEMENT OF RESULTS

Settlement of results is the shortest stage of the project, however, for the client, it is the most important one. At this stage, achievement of objectives agreed at the beginning and delivery of desired business result are confirmed. The two previous stages of the project aimed to do just that.

The importance of this step is that, in order to meet the criteria for successful completion of the project, the Interim Manager continually monitors, evaluates and revises their actions in four dimensions (ethical, training, tactical and technical).

Recognition criteria for a successful Interim Management project:

- all project deliverables have been delivered;
- the business result agreed with the client has been achieved and confirmed;
- transfer of knowledge is complete;
- behavioural changes have taken place in the client organization to ensure durability of results;
- the client is satisfied with the project and its results as confirmed by relevant references.

The only tool at this stage is the Report of Results Template.

TOOL 5

REPORT OF RESULTS TEMPLATE

Description of the tool

This tool summarizes the results of the IM assignment. The objective of the Report of Results is to confirm completion of the project, formal transfer of products developed in the project, including copyright, formal information about the realization of objectives of the Interim Manager, including objectives impacting the success fee (optional).

Form of the tool

A document

How it works

This tool lists all the expected results of the project along with the status of their completion and confirms their acceptance by the company - the client. The report is a summary of all the work in the project and is a formal confirmation of performance of the work.

Structure of confirmations relating to product scopes, knowledge transfer scope, implementation of new skills and achieving objectives corresponds to items in the offer/contract.

In the absence of confirmation of completion of the full scope of the IM assignment (any of the statuses is set to "NO"), prepare a portfolio of missing work and additional work, necessary to complete the signing of a full Report of Results. Determination of missing work and additional work is done in the form of agreement between the parties.

In the absence of agreement between the parties on the issue of missing work and additional work, each party shall have the right to use the provision of the Contract regarding settlement of disputes.

Benefits of using the tool

- Summary and clear confirmation of the work performed and results obtained;
- in the absence of confirmation - opportunity to determine the missing work and additional work;
- confirmation of transfer of copyright;
- confirmation of receivables for success fee.

Definitions of elements used in the Report

Product - implemented tangible effects of completed works (e.g. templates, reports, procedures, manuals, presentations, etc.).

Status - clear confirmation of completion of task, delivery of product in a form of a YES/NO.

Scope of the transfer of expertise and/or skills - a set of information, techniques, and tools delivered and accepted for daily use, for a specific area of the organization, e.g. planning and monitoring of budget and financial flows, training on holding feedback interviews.

Objectives of the project - these are the objectives set out at the stage of formulating the offer and included in the Contract.

Settlement of the success fee - if a success fee was included that depended on achieving precisely defined objectives (they should be stated in the offer and the Contract), such objectives should be put into the Report together with the negotiated amounts for payment after their implementation.

When completing the Report note that:

- Report includes basic formal information - optional up to the IM decision to complete in a particular assignment;
- Report of Results must be signed by authorized persons from the Principal's company.

Template

REPORT OF RESULTS

Principal:
 Contractor:
 Project:
 Place of project:
 Objectives of project:
 Time of project:
 Date:

The Parties hereby confirm the completion of the /insert the name of the project/ project in accordance with the Contract and receipt of all the products resulting from the project.

List of project products

The Parties hereby confirm transfer to the Principal of products listed below according to the reported status:

| Product | Status |
|-----------|--------|
| Product 1 | YES/NO |
| Product 2 | YES/NO |

The Contractor hereby assigns copyright to the above products to the Principal.

Confirmation of transfer of agreed-upon scope of expertise and/or skills

The Parties hereby confirm transfer of the agreed scope of expertise and/or skills to the organization by the reported status:

| Scope of transfer of expertise and/or skills | Status |
|--|--------|
| Scope 1 | YES/NO |
| Scope 2 | YES/NO |

List of project objectives

The Parties hereby confirm the implementation of agreed-upon objectives of the project according to the reported status:

| Objective | Status |
|-------------|--------|
| Objective 1 | YES/NO |
| Objective 2 | YES/NO |

List of indicators for settlement of the success fee

The Parties hereby confirm implementation of agreed-upon objectives of the project adopted to account for success fee by reported status:

| Objective | Status |
|-------------|--------|
| Objective 1 | YES/NO |
| Objective 2 | YES/NO |

Confirmation of the amount due for achievement of agreed-upon indicators

For achieving the agreed-upon project objectives related to success fee the Interim Manager is entitled to a remuneration in the amount of PLN

Contractor

Principal

ARCHIVING RESULTS

The need and motivation for archiving project documentation

IM project documentation should be systematically archived across all phases (Phase 1, 2, 3) of the assignment. Awareness of this need and how this need is met; type of documentation and methods of archiving may have significant impact on the success of the IM project. It is favourable both for the Interim Manager and the client. Archiving documentation presents the client with a clear view of the assignment, documents results and products developed in the course of its implementation, it is an important element of accumulation of knowledge and experience for both parties.

Interim Manager should agree with the client on how to create the archive before the launch of the assignment. It is an equally important element of the assignment as problem diagnosis or action plan.

The basic advantages of archiving the project documentation include:

- opportunity to monitor, together with the client, the progress of the project and the gradual acceptance by both parties of findings and solutions as they are developed;
- approval of documents created during the project mobilizes in-depth analysis of materials to be signed and - consequently - increased involvement in informed decision-making;
- with documented progress of the project it is easier to make a substantive discussion with the clients about the risks and threats that have emerged in the course of the project, which could not have been predicted before it started;
- documenting the quality of work performed and approved by the client may be useful in the following cases:
 - Tax Office - as proof that work was actually performed,
 - as basis for settlements with the client,
 - as evidence in case of disputes with the Client (including litigation);
- as a tangible record of the knowledge transferred to the organization.

Results and stages in an IM assignment

In each of the three phases of the project discussed above, Interim Manager delivers a series of results in relation to the needs of the client. These effects are described in more detail in the previous chapters of the IM Methodology (see: Main IM project areas). The results relate to the following areas of the Interim Manager's tasks:

- consulting area of the project;
- results area of the project;
- impact on organization area of the project;
- transfer of expertise area of the project.

Mutual interrelations of the project areas, phases, products and results in form of documentation are shown on the diagram below: [\[RYSUNEK\]](#)

Two types of documentation produced in the IM Project Phases

Generally, IM project documentation falls into one of the two groups:

- Tools described in this IM Methodology. Interim Manager creates them in appropriate Phases of the Project;
- other documents that the Interim Manager creates in the project. For example, minutes of meetings, presentations (usually in Phase 2 - analysis, implementation, and monitoring of results).

Both of these groups reflect the progress of the project and benefits to the client.

**Activities related to documentation in IM Project.
Criteria for selecting which documents to archive.**

During the systematic production and archiving of documentation, both Interim Manager and the client perform a series of actions. These actions, related to documentation produced on basis of the IM tools, are summarized in the table below.

| No. of the tool | Tool | IM action | Client action |
|-----------------|---|----------------------------|---------------------------|
| 1. | Offer | preparation | review |
| 2. | Contract with attachments | preparation + negotiations | negotiations + acceptance |
| 3. | Benefit and Cost Analysis Worksheet | preparation | review + acceptance |
| 4. | Plan for Action and Monitoring Results | preparation + reporting | review + acceptance |
| 5. | Report of Results | preparation | acceptance |
| 6. | Development methodology and model report for archiving project documentation. | preparation | review |
| 7. | Methodology of Interim Management assignments | review | optional review |

Interim Manager may prepare a similar table for activities related to other documents created in the project, e.g.: minutes of meetings, presentations, staff training protocols.

Note, however, not to complicate the process of archiving by excessive bureaucracy. Therefore, selection of documents in the second group (documents created by the Interim Manager in the project) is recommended. Documents should be selected according to their usefulness for:

- **confirmation of obligations under the Contract;**
- **tangible recording of transferred knowledge.**

In case of documentation that does not meet the above criteria, Interim Manager should not engage the client in any formalized joint action.

Archiving methodology applies to the entire project portfolio, including the transfer of knowledge. Therefore, in case of the second group documents, generated during the execution of tasks, any documentation that is generated in the project and that relates to the transfer of knowledge should

be archived and catalogued in such a way that in the future it is easily accessible to the client's employees who will need the knowledge. Archiving can be done in electronic form.

METHODOLOGY OF PREPARING AN ARCHIVING REPORT

Description of the tool

Example model methodology and model report for archiving project documentation. It contains the key basic elements necessary for completion of the project, while maintaining a simple and compact form. Model report can be at any time supplemented or expanded to include elements and requirements needed for a particular IM project formula.

Form of the tool

A document template

How it works

In each phase of the IM assignment, a series of materials are created to document the results and actions. They fall into one of the two groups:

- **group 1 - IM assignment Tools;**
- **group 2 - Documentation created by the Interim Manager at various stages of each phase.**

Interim Manager updates regularly both groups of documents. It applies to each of the four areas of work of the Interim Manager (consulting, results, impact on the organization, and transfer of expertise). Documents and their updates create the archive of the project, which expands as the assignment goes from one phase to the next.

Documents may be stored in electronic form or as hard copies. Interim Manager should foresee, design, and then agree with the client on the methods of archiving. This should be made no later than prior to Phase 2 of the IM project.

At the end of Phase 3, the Interim Manager hands over the project archive to the client as agreed by both parties (e.g. in the form of paper documents, in electronic form on the client's server, in electronic form on a CD or on a pendrive).

Template

Report archiving IM project documents

Re: project

Interim Manager:.....

Client:

The section of the report on the IM tools

| IM tool | IM action | Date and confirmation* |
|---|---|------------------------|
| Offer | Preparation and delivery to the client | |
| Contract with attachments | Preparation and delivery to the client | |
| Benefits and costs analysis | Prepared and supplemented on project | |
| Plan for Action and Monitoring Results | Preparation and possible corrections during the project and reporting to the client in agreed intervals | |
| Report of Results | Preparation | |
| Development methodology and model report for archiving project documentation. | Preparation and possible corrections during the project and reporting to the client in agreed intervals | |
| Methodology of Interim Management assignments | Review | |

*) There is no need to fill in this column if any of the tools were already confirmed by the Interim Manager and the client as completed, and the date and confirmation is shown directly on the form of the tool.

Section of the report on documentation created by the Interim Manager

| Area | Documentation (adapted to a particular assignment) | IM action | Date and confirmation* |
|------------------------|--|---|------------------------|
| Consulting | Analysis | Development and presentation to the client | |
| | Recommendation | Preparation and presentation to the client | |
| | Implementation plan | Preparation and presentation to the client | |
| | Products | Preparation and presentation to the client | |
| Results | Implementation tests records | | |
| | Preparation and presentation to the client | | |
| | Performance charts with indicators (KPI) | Preparation and presentation to the client | |
| Impact on organization | Project Teams make-up | Co-development and presentation for client's approval | |

| | | | |
|-----------------------|--|---|--|
| | Reports on completion of tasks by project teams | Preparation and presentation to the client | |
| | Minutes of meetings, summary of significant findings | Co-development and presentation to the client | |
| Transfer of expertise | Procedures, descriptions of processes, instructions | Preparation and presentation to the client | |
| | Tools | Preparation and presentation to the client | |
| | Training materials | Preparation and presentation to the client | |
| | Protocols from trainings and coaching/mentoring sessions | Preparation and presentation to the client | |

*) There is no need to fill in this column if any of the items in the Documentation column were already confirmed by the Interim Manager and the client as completed, and the date and confirmation is shown directly on the form of the item/document.

REFERENCES IN AN INTERIM MANAGEMENT PROJECT

The final element of the project are references that the client gives to the Interim Manager. It is not an obvious and automatic operation; in Poland, references are not a standard part of the summary of work done. Therefore, it is not uncommon that the Interim Manager must be actively involved in the preparation of the template for the client to fill in.

References from a completed project are for an Interim Manager an essential element of documenting their own experience, competences and effectiveness. They confirm the high quality of service and are important in gaining new projects. References are often the most important bargaining chip in obtaining further assignments. Indeed, this is the only document which the Interim Manager may use in negotiations with potential clients, as the whole documentation produced in the project is subject to confidentiality clauses and may not be disclosed to any third party. References are, therefore, the unique testimony of the project. Customarily they are given after the handover of the report archiving project documentation.

The benefits of references are:

- confirm work done;
- confirm the high level of competence;
- confirm extensive experience in implementation of IM projects;
- provide competitive advantage in winning new projects;
- build the IM's own brand.

The following template will facilitate the preparation of this important document.

REFERENCES

I have the pleasure to recommend the services of Mr/Ms

.....

[full name]

S/he carried out an interim project in our company [project name, duration, area].

In the course of the project, the following products / tools / solutions / management systems were implemented:

.....

[list of products]

The project achieved the following objectives

.....

.....

[list of objectives/achievements]

Particular added value of the project carried out by Mr/Ms [full name] was for US

[description of the added value]

Mr/Ms [full name] gave the impression of a person of

.....

[list of features, competence, which proved to be the most useful for the client]

I will gladly give references to Mr/Ms on the phone, telephone no: [telephone no]

[full name of the referee]
[position in the company]
[company]

PROJECT LEADER INTERIM MANAGERS ASSOCIATION (SIM)

Interim Managers Association (SIM - Stowarzyszenie Interim Managers) was founded in 2009 by experienced business practitioners, who have continuously strived to implement the solution of Interim Management. SIM is the only organization on the Polish market representing Interim Managers and persons involved in the development of Interim Management. The purpose of the Association is public activity to build, promote and propagate the idea of Interim Management. Statutory mission is to provide professionalism and high standards in interim projects in enterprises.

The Association works to raise awareness of the applications of IM in business management among entrepreneurs. SIM members are experienced Interim Managers. They share their knowledge and experience and strive to improve qualifications of management personnel.

The Association also acts as a platform for the exchange of contacts where businesses find the right Interim Managers for a particular project.

SIM Initiatives

As part of its statutory activity, SIM realizes projects aimed at improving professional qualifications of Interim Managers, as well as education, research and promotion.

Interim Management - innovative solution in age and business management

Project co-funded by the European Social Fund, realized in cooperation with Institute of Interim Management (GB) and Inwenta Sp. z o.o. The objective of the project is to promote Interim Management as an HR solution for business, to prolong the professional careers of 50+ managers and to promote innovative tools with applications in business. Thanks to the international cooperation, the project will also provide support to enterprises in form of knowledge, experience and solutions that have proven effective in developed economies, but adapted to the Polish market.

Certification of Interim Managers

Certification program, aimed at managers with experience in conducting Interim projects who would like to certify their qualifications in this respect. The program consists of a series of trainings, which are also suitable for managers considering career development in the direction of Interim Management.

Annual Conference on Interim Management (5th Edition in 2013)

Every year in the fourth quarter, SIM organizes a conference aimed at promoting the Interim Management solutions. Interesting topics, respected specialists, foreign experts and numerous case studies from ongoing IM projects make the event more and more popular among executives and influential community members.

Kameralnie SIM

These are smaller meetings for executives and business owners - taking place throughout the country, led by members of SIM (experienced Interim Managers), each dedicated to a different business issue. They offer actual substantive support for managers in the scope of company management.

Cycle meetings of SIM members

Monthly meetings for Interim Managers, members of SIM. They constitute a platform for exchange of knowledge and experience for ongoing projects.

Polish Interim Management Market Research

SIM carries out research projects to diagnose and monitor changes in the awareness of businesses and employees related to Interim Management.

Journalistic activity

Members of SIM are authors of Poland's first business publication dedicated to Interim Management - *Menedżer do zadań specjalnych. Czasowe zarządzanie przedsiębiorstwem* (Special Tasks Manager. Interim Management of company), published in 2011 by the One Press publishing house. Their expert statements regularly appear in business press and media.

INWENTA

Advanced HR services. Passion first and foremost!

INWENTA Sp. z o.o. (Limited Liability Company) is a personnel consulting agency, offering advanced Human Resources services. They realize projects in the field of direct recruitment for upper and middle management positions and highly specialized independent positions. They were one of the first companies on the Polish market to launch recruitment projects related to acquisition of Interim Managers and IM projects. Currently, Inwenta is the leader on Interim Management solutions market and has the largest database of Interim Managers in Poland.

Inwenta also specializes in the competence diagnosis and development projects. Based on the Assessment and Development Centre method, HR audits, evaluations and 360° assessment of employee, they diagnose training and development needs of employees, identify competency gaps and assess effectiveness and usefulness in the workplace. On this basis, the proposed methods are adequate to further develop and improve the level of competence in the organization.

Inwenta also carries out training projects in the broad area of soft skills related to management, leadership, change and efficiency. Their projects are conducted with full commitment and creativity, regardless of the type and level of complexity.

Inwenta is member of international network of Executive Search "Search Net International" and the official partner of IBM Smarter Workforce (Kenexa) in advanced HR solutions.

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Institute of Interim Management - international partner of the project

Institute of Interim Management was founded in 2001 in Great Britain. IIM promotes, represents and supports Interim Managers. It now has 7500 members - professionals in the field of Interim Management. The Institute promotes Interim Management among clients in both the private and the public sectors, as well as among Interim Service Providers' associations.

In addition to organizing networking events, IIM work intensively in projects in the field of public, legal and regulatory affairs. In doing so, they aim to:

- meet the expectations of their members;
- encourage development of their members through high quality opportunities for continued professional development;
- maintain strict principles of IIM recruitment in order to ensure the highest level of professionalism among its members;
- inform and promote the idea of IM among potential new members through "Discovering Interim Management" seminars and workshops;
- involve stakeholders in the sector through discussions, networking and other initiatives;

- promote and value professional Interim Managers among clients;
- extend their membership and develop international branches of the Institute;
- provide excellent conditions for members in form of benefit packages to support their development as Interim Managers.

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