

# DECISIONS

## COUNCIL DECISION (CFSP) 2016/1182

of 18 July 2016

### concerning the Staff Regulations of the European Union Institute for Security Studies

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to Council Decision 2014/75/CFSP of 10 February 2014 on the European Union Institute for Security Studies <sup>(1)</sup>, and in particular the third subparagraph of Article 7(1) thereof,

Having regard to the recommendation from the Director of the European Union Institute for Security Studies,

Whereas:

- (1) The European Union Institute for Security Studies ('the Institute') is an agency of the European Union, associated to the Coordinated Organisations. The Staff Regulations of the Institute should be adapted to the development of the Institute and of the general regulatory framework of staff rules prevailing in the Coordinated Organisations. It is therefore necessary to review them.
- (2) The Staff Regulations of the Institute, as adopted by the Council on 21 December 2001 <sup>(2)</sup> and as amended by the Director with the assent of the Board on 15 June 2005 <sup>(3)</sup> should therefore be repealed and replaced,

HAS ADOPTED THIS DECISION:

#### *Article 1*

The Staff Regulations of the European Union Institute for Security studies, as adopted by the Council on 21 December 2001, and as amended by the Director with the assent of the Board on 15 June 2005, shall be repealed and replaced by the Staff Regulations annexed to this Decision.

#### *Article 2*

This Decision shall enter into force on the first day of the month following the date of its publication in the *Official Journal of the European Union*.

Done at Brussels, 18 July 2016.

*For the Council*

*The President*

F. MOGHERINI

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<sup>(1)</sup> OJ L 41, 12.2.2014, p. 13.

<sup>(2)</sup> OJ L 39, 9.2.2002, p. 18.

<sup>(3)</sup> OJ L 235, 12.9.2005, p. 1.

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## STAFF REGULATIONS OF THE EUROPEAN UNION INSTITUTE FOR SECURITY STUDIES

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## STAFF REGULATIONS OF THE EUROPEAN UNION INSTITUTE FOR SECURITY STUDIES

**PREAMBLE**

The Institute for Security Studies is an agency of the European Union, associated to the Coordinated Organisations.

*Article 1***Scope of application**

1. These Staff Regulations apply to staff recruited under contract by the European Union Institute for Security Studies ('the Institute'), except where the Board has taken decisions to the contrary in relation to hors grade personnel (the Director).

2. For the purposes of these Staff Regulations, 'employee' means the following natural persons:

(a) Staff members who hold a contract with the Institute and occupy budget posts listed in the table of budgeted posts annexed each year to the Institute's budget ('contract staff members'); and

(b) Temporary staff members who hold a contract with the Institute.

Ad hoc paid experts and trainees are not employees of the Institute and are subject to the specific provisions laid down in Title IV.

3. The table of contract staff members annexed to the Budget of the Institute shall indicate the number of posts in each category and grade.

Contract staff members posts are posts relating to the core tasks of the Institute and to tasks of a permanent nature.

4. Any reference in these Staff Regulations to a person of the male sex shall be deemed also to constitute a reference to a person of the female sex, and vice versa, unless the context clearly indicates otherwise.

5. Detailed provisions for the implementation of these Staff Regulations shall, as necessary, be set out in Implementing Rules to be laid down by the Director. The Board shall be duly informed before such Implementing Rules are adopted.

The Director may delegate part of his or her authority and signature for the day-to-day administration of matters falling under the scope of these Staff Regulations.

## TITLE I

**PROVISIONS APPLICABLE TO ALL EMPLOYEES***Article 2***1. Authority**

Employees shall be subject to the authority of the Director and responsible to the Director for the performance of their duties, which they shall undertake to carry out as scrupulously and conscientiously as possible.

**2. Conduct**

Employees shall carry out their duties and conduct themselves solely with the interests of the Institute in mind. They shall exercise the functions entrusted to them as employees in all loyalty, discretion and conscience. They shall never seek nor take instructions from any government, authority, organisation or person outside the Institute.

Employees shall at all times conduct themselves in a manner compatible with their status as representatives of the Institute. They shall abstain from any action or activity that may in any way undermine the dignity of their position, or the good name of the Institute.

### 3. Financial responsibility

Employees may be required to reimburse the Institute, either partly or in full, for any financial loss suffered by it owing to their negligence, or because they have deliberately violated any regulation or procedure approved by the Board or the Director.

The Appeals Board shall have jurisdiction in disputes arising under this provision.

### 4. Security

- (a) Employees shall, on engagement, acquaint themselves with the Institute's security regulations.
- (b) All employees, research award holders and trainees, may be required to have security clearance giving them access to classified documents in the course of their duties. A request for such clearance shall be addressed to the competent authorities by the Institute's Security Officer.

Pending the issuance of the security clearance, temporary authorisation to treat classified documents may be granted by the Director.

- (c) Staff members shall inform the Security Officer immediately in the event of the suspected loss or compromise of a classified document.

### 5. Assistance and compensation

The Institute shall provide assistance to employees who, by reason of their current appointment or duties at the Institute, and through no fault of their own, are subject to threats, insults, defamation or attack. Compensation for any material damage sustained may be granted provided that:

- (a) the employee has not wilfully or through negligence provoked the damage in question;
- (b) no redress has been or can be obtained;
- (c) employees make over to the Institute any claims they may have against a third party, in particular insurance companies.

All decisions in such matters that could involve action or payments by the Institute shall be taken by the Director, who has a discretionary power in assessing the circumstances of the case, what form the assistance should take and what compensation, if any, should be granted. The Board shall be duly informed of any decision taken pursuant to this paragraph.

### 6. Proprietary rights

All rights, including title, copyright and patent rights, in any work carried out by an employee in the performance of official duties, shall be vested in the Institute.

### 7. External activities

- (a) An employee shall not hold any post or have any regular or paid occupation outside the Institute without the Director's prior permission.
- (b) An employee shall not without the prior permission of the Director accept from any government or from any other source outside the Institute any honour, decoration, favour, gift or payment of any kind whatever, except for services rendered either before his or her appointment or during special leave for military or other national service and in respect of such service.
- (c) Employees shall abstain from any public action or statement or publication if such action, statement or publication is incompatible with the duties or obligations of an international civil servant or liable to involve the moral or material responsibility of the Institute.

- (d) An employee shall not directly or indirectly hold such interests in a commercial firm that could, by their nature, compromise the employee's independence in the discharge of duties in the Institute.
- (e) The duties of senior analysts include the establishment of relations with bodies and persons external to the Institute; senior analysts shall therefore be authorised to give lectures, communicate to the mass media and publish, provided they first obtain the approval of the Director;
- (f) If the spouse or registered partner of an employee is in gainful employment, the employee shall inform the Director. Should the nature of the employment prove to be incompatible with that of the employee and if the employee is unable to give an undertaking that it will cease within a specified period, the Director shall, after hearing the employee and after consulting the Staff Committee, decide whether the employee may continue in his or her post.

#### 8. Candidacy for public or political office

- (a) Employees who for personal reasons wish to stand for public or political office shall notify the Director of that intention.
- (b) Any employee who stands for public or political office shall be given unpaid leave starting on the date he or she declares that he or she is beginning his or her electoral campaign.
- (c) If elected, the employee shall request termination of the contract. Such termination shall not carry any entitlement to an indemnity for loss of job.
- (d) If the employee does not accept the public or political office, the employee shall be entitled to resume appointment with the same grade and seniority, or remuneration for temporary staff, from which the employee benefited at the time the unpaid leave began.
- (e) Time spent on unpaid leave shall not count towards seniority or pension rights. However, if a contract staff member proves that pension rights cannot be acquired from another pension scheme, that contract staff member may apply to continue to acquire further pension rights, provided that he or she bears the totality of the corresponding contributions, his or hers and the employer's.

## TITLE II

### PROVISIONS APPLICABLE TO CONTRACT STAFF MEMBERS

#### CHAPTER I

##### *Privileges and immunities*

##### *Article 3*

The privileges and immunities conferred on contract staff members are accorded in the interests of the Institute and not for their personal convenience. They must not be used to avoid private obligations, or as an excuse for failure to observe the relevant national laws or police regulations.

In any incident where such privileges and immunities are involved, the contract staff member concerned shall immediately report the incident to the Director. In the event of infringement of local legislation, the Director may decide to waive the privileges or immunities if he or she deems this necessary.

#### CHAPTER II

##### *Recruitment and duration of appointments*

##### *Article 4*

##### **Recruitment**

1. Offers of employment shall be made by the Director, except in respect of the post of Director. The Institute shall be responsible for publishing vacant posts.

2. Contract staff members shall be appointed by the Director on the basis of merit and through fair and transparent competition procedures.
3. Recruitment of contract staff members shall be limited to nationals of the Member States of the European Union.
4. Candidates must demonstrate a thorough knowledge of one of the languages of the European Union and a satisfactory knowledge of another language of the European Union to the extent necessary for the performance of their duties.
5. The contract staff members governed by these Regulations shall be classified in accordance with the categories and grades of the Coordinated Organisations.
6. Contract staff members shall be engaged at the lowest step of the grade of the post for which they are selected. However, the Director may grant a higher step where this is justified.
7. The Director shall adopt implementing rules for this article.

#### *Article 5*

#### **Age limit for employment**

The age limit for employment is set at the end of the month in which the staff member reaches the age of 65. In the interest of the service, the Director may authorise extensions up to a maximum of 12 extra months.

#### *Article 6*

#### **Medical examinations**

1. Before being recruited, a contract staff member shall be medically examined by a medical centre authorised by the Institute certifying that he or she is physically fit to perform his or her duties.
2. Contract staff members shall be required to undergo a medical examination each year.
3. A medical centre authorised by the Institute shall provide expert advice to the Director where there is a question regarding the suitability of any contract staff member to continue to occupy his or her post.
4. Where a negative medical opinion is given as a result of the medical examination provided for in paragraphs 1 and 3, the candidate or contract staff member may, within 20 days of being notified of this opinion by the Institute, request that his or her case be submitted for the opinion of a medical committee composed of three doctors: one chosen by the Director, one by the contract staff member and one chosen by the two other doctors.

The medical committee shall hear the doctor responsible for the initial negative opinion. Where the medical committee confirms the negative conclusion of the medical examination referred to:

- (a) in paragraph 1, the candidate shall pay 50 % of the fees and of the incidental costs;
- (b) in paragraph 3, the Institute shall first attempt to reassign the employee to another post suitable to his or her condition. If this is not possible, the Institute shall terminate his or her contract with six months' notice and the invalidity board shall be convened to establish his or her entitlement to invalidity pension under the conditions laid down in the Pension Scheme Rules.



*Article 7***Appointments****1. Contracts**

Contracts shall be of three years duration. The Director may extend the contract for similar or shorter fixed periods. The contract staff member shall be informed at least six months before expiry whether his or her contract will be extended for a new fixed term.

For senior analysts, the total number of contracts offered shall not exceed a total period of five years. For all other staff, such total period shall be of nine years. In exceptional cases the Director may, in the interest of the service, extend the contract beyond the statutory nine years for a period of less than 12 months.

Where a contract staff member has already accumulated 10 years of pension rights in the Coordinated Organisations Pension Schemes on 1 August 2016, no limitation shall apply with regard to the total period of contracts.

Where a contract staff member has an ongoing contract on 1 August 2016, and on completion of that contract will have accumulated more than nine years of continuous service with the Institute, that contract shall be considered an indefinite term contract on attainment of 10 years of continuous service.

**2. Probationary period**

- (a) The first nine months of initial contracts shall be a probationary period beginning on the date of entry into service.
- (b) Where, during his or her probationary period, a contract staff member is prevented, by sickness or accident, from performing his or her duties for one month or more, the Director may extend the probationary period by the corresponding length of time.
- (c) One month before the end of the probationary period, a report shall be made on the ability of the contract staff member to perform the duties pertaining to his or her post and also on his or her conduct and efficiency in the service. This report shall be communicated to the contract staff member.
- (d) The contract staff member whose performance has not proved adequate to justify retention in his or her post shall be dismissed.
- (e) A report on the contract staff member may be made at any time during the probationary period if his or her performance is obviously proving inadequate. The report shall be communicated to the person concerned.
- (f) On the basis of the report, the Director may decide to dismiss the contract staff member before the end of the probationary period by giving him one month's notice. The period of service may not, however, exceed the probationary period.
- (g) A contract staff member who is dismissed during the probationary period following a negative report shall not be entitled to an indemnity for loss of job.
- (h) The probationary period shall form an integral part of the period of the initial contract. It shall count towards seniority and pension rights.

**3. Termination of contracts**

- (a) The Institute may terminate or not extend contracts in the following cases:
  - (i) At the date stated in the contract;
  - (ii) As a result of the suppression of the budget post occupied by the contract staff member, or if the duties attached to the contract staff member's post are modified in such a way that he or she no longer possesses the necessary qualifications and experience for the post;

- (iii) Because of the professional inadequacy of the contract staff member, duly recorded in two successive reports within six months, as defined in Articles 24(3) and 26(4);
- (iv) Through physical unfitness of the contract staff member that has occurred while serving and which has been confirmed by the invalidity board pursuant to Article 6(4);
- (v) Following the withdrawal from the Board of the Member State of which the contract staff member is a national;
- (vi) Following the transfer of the place of employment by a distance of over 100 km, from the location where the contract staff member was hired, and the refusal of the contract staff member to be transferred;
- (vii) Following any disciplinary procedures that have established a misdemeanour or responsibility of the contract staff member as defined in Chapter VII.

In the cases mentioned under (i) to (vi), contracts shall be terminated or not extended with six months' notice, in the case mentioned under (vii) with one month's notice.

- (b) The contract staff member may terminate his or her contract with three months' notice for any personal reasons that he or she is not required to divulge.

#### 4. Indemnity for loss of job

Termination or non-extension of a contract by the Institute for other than disciplinary reasons, shall entail compensation under the conditions set out in Annex I.

#### 5. Reduced notice of termination

If the interests of the service so require, the period of notice provided for under point (a) of paragraph 3 may be reduced. In that case the contract staff member concerned shall be entitled to the payment of an additional sum representing the salary and allowances that he or she would have received if the actual date of expiry of his or her contract had coincided with the end of a six-month period of notice.

These provisions shall not apply in the case of termination for disciplinary reasons.

### CHAPTER III

#### *Salaries and allowances*

#### *Article 8*

#### **General provisions**

1. The remuneration paid to contract staff members of the Institute shall include basic salary, expatriation allowance and family and social allowances.

Contributions and deductions shall be made from that remuneration in respect of internal tax, pension and social welfare schemes.

Contract staff members' current accounts shall be credited with the amount due not later than the last working week of the month.

Contract staff members are required to inform the Institute without delay about any change in their personal circumstances which may have financial consequences. These changes shall be taken into account for the remuneration of the month following their notification to the Institute's administration with retroactive effect.

2. Any over-payments shall be reimbursed by the contract staff member to the Institute.

The right of the Institute to recover any payment made unduly shall lapse two years following the date on which the Institute becomes aware that the payment was undue. If there are outstanding claims for undue payments against the contract staff member, recovery shall be made by deductions from the monthly or other payments due to the person concerned, taking into account his or her social and financial situation. Claims against the Institute for payment of salary, indemnities, allowances, benefits or other sums resulting from the application of these Staff Regulations, shall lapse two years after the date on which the payment would have been due, or the date on which the employee becomes aware or should have known that the payment was due if they do not coincide.

#### *Article 9*

##### **Basic salary**

Net basic salary shall be the amount shown for the grade and step of a contract staff member in the scales approved each year by the Board on the basis of the proposal made by the Coordinated Committee on Remunerations.

Gross basic salary shall correspond to net basic salary plus the internal tax due from the contract staff member.

#### *Article 10*

##### **Expatriation allowance**

1. Rules applicable to contract staff members recruited before the entry into force of these staff regulations

An expatriation allowance shall be paid to contract staff members who, at the time of their initial appointment, were not nationals of the State in whose territory their permanent place of employment is situated and who had not habitually resided in that State's territory for three years or more immediately prior to their recruitment by the Institute.

This allowance shall cease to be payable if a contract staff member is transferred to the country of which he or she is a national.

The amount of the allowance shall be calculated in accordance with point (a) of point 1 of Annex II.

Where a staff member is appointed by the Institute immediately after having been employed in the country where he or she performs his or her duties by another international organisation or administration, years of service with his or her previous employer shall be taken into account when calculating entitlement to the allowance and the amount thereof.

2. Rules applicable to contract staff members recruited after the entry into force of these staff regulations

(a) The expatriation allowance shall be paid to contract staff members who, at the time of their appointment by the Institute:

- (i) were not nationals of the host State;
- (ii) had been continuously resident for less than one year on that State's territory, no account being taken of previous service in their own country's administration or with other international organisations;
- (iii) were recruited internationally from outside of the Coordinated Organisations or organisations associated to the Coordinated Organisations or from outside of the country of assignment; and
- (iv) were recruited from outside of the local commuting area of the duty station.

The 'local commuting area' shall be defined as an area within a radius of 100 km from the duty station.

(b) In the event of a contract staff member who has been entitled to the expatriation allowance taking up duty in a duty station where he or she does not meet the four criteria referred to in point (a), he or she shall cease to be entitled to the expatriation allowance.

- (c) In the event of a contract staff member who has not been entitled to the expatriation allowance taking up duty in a duty station where he or she meets these four criteria, he or she shall begin to be entitled to the expatriation allowance.
- (d) In the event of a contract staff member who has been employed by a Coordinated Organisation or an organisation associated to the Coordinated Organisations, and entitled to the expatriation allowance taking up duty with the Institute in the same country or in the event of a staff member of another international organisation or a member of the administration or armed forces of the country of origin taking up duty with the Institute without changing country, points (iii) and (iv) of point (a) of paragraph 2 shall not apply.
- (e) Verification of eligibility
- (i) When any point on the frontier of the country of which the contract staff member is a national is within a radius of 100 km from the duty station, such contract staff member shall not be entitled to the expatriation allowance, and the related education allowance and home leave, unless he or she supplies proof that he or she has established his or her actual and habitual residence in the country of service or, exceptionally and subject to agreement by the Director, in another country of which he or she is not a national, taking account of his or her family circumstances.
- (ii) Contract staff members receiving the expatriation allowance shall notify the Institute of any change in their place of residence.
- (iii) Under special circumstances and for sound and sufficient reasons, exceptions to the rule in point (i) may be made by the Director.
- (f) Related allowances
- The reduction to zero of the expatriation allowance shall not disqualify the contract staff member for entitlement to the education allowance or home leave.
- (g) The rate of the allowance shall be calculated in accordance with point (b) of point 1 of Annex II.

#### Article 11

### Family and social allowances

#### 1. General provision

Where the Coordinated Committee on Remunerations issues a recommendation regarding family and social allowances, the Board shall be consulted on the opportunity to adopt them by amending these Staff Regulations.

The allowances provided for under this Article and similar allowances to which a married couple, or an unmarried contract staff member, are entitled from another source, shall not be cumulative.

Any contract staff member, his or her spouse, dependants or registered partner who is in receipt of, or entitled to, an allowance similar to those provided for under this Article, from other national or international sources, is to inform the Institute's administration accordingly, in order that a corresponding reduction be made in the allowances granted to him by the Institute.

The Institute's administration shall be entitled to request any official documents that it deems necessary to establish a right to any allowance.

#### 2. Household allowance

- (a) A household allowance shall be granted and paid monthly to any contract staff member who:
- (i) is married;
- (ii) is widowed, divorced, legally separated or single and has at least one dependant within the meaning of Annex III to these Regulations;

(iii) is registered as a stable non-marital partner, provided that:

- the couple produce a legal document recognised as such from a competent authority of a Member State, acknowledging their status as non-marital partners;
- neither partner is in a marital relationship or in another non-marital relationship; and
- the partners are not related in any of the following ways: parent, child, grandparent, grandchild, brother, sister, aunt, uncle, nephew, niece, son-in-law, daughter-in-law.

(b) The household allowance shall be equal to 6 % of net basic salary.

(c) In the case of:

- (i) a married contract staff member who has no dependants but whose spouse is gainfully employed; or
- (ii) a contract staff member who is registered as a stable non-marital partner, as defined in point (iii) of point (a), and who has no dependants, but whose partner is gainfully employed;

the allowance shall be the difference between the net basic salary for grade B3 step 1 plus the allowance to which the contract staff member would be entitled in theory, and the earned income of the spouse or registered partner.

If the latter amount is equal to or greater than the former, no allowance shall be payable.

(d) The household allowance shall not be paid to a contract staff member whose spouse or registered partner is a contract staff member of the Institute or a member of a Coordinated organisation or an organisation associated to the Coordinated Organisations and has a higher basic salary than the contract staff member.

### 3. Children's and other dependants' allowance:

- (a) An allowance shall be granted and paid monthly to any contract staff member who mainly and continuously maintains children or other dependants as defined in Annex III.
- (b) That allowance shall be a fixed amount for each dependant, set in the scales approved each year by the Board on the basis of the proposal made by the Coordinated Committee on Remunerations.
- (c) Where both spouses or registered partners work for the Institute or a Coordinated organisation, the allowance shall be paid to whichever of them is in receipt of household allowance or equivalent.

The definitions relating to children's and other dependants' allowance and the conditions under which it shall be granted are set out in Annex III.

### 4. Education allowance

- (a) An education allowance shall be granted to any contract staff member who is entitled to a household allowance and whose dependant child, as defined in Annex III, is at least five years old and in regular full-time primary, secondary or higher education.

Primary education shall not include nursery school or equivalent.

- (b) The education allowance shall be equal to twice the amount of the dependant child allowance. The allowance shall be payable for each dependant child in one sum at the beginning of the school year, upon presentation of supporting evidence.

(c) For contract staff members:

- (i) who are entitled to an expatriation allowance and whose place of employment is at least 50 km from either:
  - a European school; or

- an establishment of higher education in the country of which he or she is a national or where the main language of instruction is his or her native language, unless there is no such establishment in the country of which the contract staff member is a national or where the child attends a higher education establishment in a country other than that of the contract staff member's place of employment; or

- (ii) who can justify the necessity to enrol their dependant child in an educational establishment working in a specific language which the child attends for imperative educational reasons duly supported by evidence;

the education allowance shall be no more than twice the amount of the dependant child allowance to be paid monthly upon presentation of supporting evidence.

Entitlement to the education allowance shall commence on the first day of the month in which the child begins to attend one of the educational establishments referred to in point (i) or point (ii) and shall cease at the end of the month in which the child finishes its education or at the end of the month in which the child reaches the age of twenty-six, whichever is the earliest.

#### 5. Disabled children's and other disabled dependants' allowance

- (a) Disabled children's and other disabled dependants' allowance shall be granted and paid monthly to any contract staff member who is primarily and continuously responsible for the care of such disabled child or other dependant. The child or dependant must fulfil the criteria and conditions set out in Annex III.
- (b) The details of allocation and payment of the allowance are given in Annex IV.

#### 6. Rent allowance

- (a) A rent allowance shall be paid monthly to grade B, C and A1 contract staff members who are tenants or sub-tenants of accommodation and who pay a rent, excluding service charges considered to be the liability of the tenant in the country of residence, that exceeds a specified proportion of their remuneration.
- (b) The method of calculating the allowance is set out in Annex V.
- (c) Contract staff members in receipt of a rent allowance shall inform the Institute immediately of any change in their circumstances that could affect their eligibility for the allowance or the amount of the allowance.

### *Article 12*

#### **Extra duties allowance**

A contract staff member may be called upon to occupy temporarily a post which is in a higher grade than his or her own. At the beginning of the second month of such a temporary posting, the contract staff member shall receive a differential allowance equal to the difference between the remuneration of his or her own grade and step, and that of the first step of the grade of the temporary posting.

The duration of a temporary posting shall not exceed one year, except where, directly or indirectly, the posting is to replace a contract staff member who is seconded to another post, or absent on prolonged sick leave.

### *Article 13*

#### **Installation allowance**

##### 1. Eligibility

- (a) Contract staff members whose actual and habitual residence at the time of their appointment of at least one year, or of their transfer for at least one year to a different duty station, is more than 100 km away from their assigned duty station and who can prove and confirm by submitting the appropriate documentation that they have in fact moved their residence in order to take up duty, are eligible for the installation allowance.

- (b) Contract staff members satisfying the conditions laid down in point (a) but who are hired for less than a year and whose appointment or consecutive appointments are extended beyond one year shall also be eligible for the installation allowance.

## 2. Basic amount of the allowance

### 2.1. Contract staff members not entitled to the expatriation allowance

For contract staff members not entitled to the expatriation allowance, the basic amount shall equal one month's basic salary, up to a ceiling of 2 000 euros (Brussels base), adjusted by the purchasing power parity applicable in the country of the duty station, in order to ensure the equivalency of the amount of the allowance regardless of the country of the duty station as per the tables established and updated by the Coordinated Committee on Remunerations.

### 2.2. Contract staff members entitled to the expatriation allowance

For contract staff members entitled to the expatriation allowance, the basic amount shall equal one month's basic salary, up to a ceiling of 5 500 euros (Brussels base), adjusted by the purchasing power parity applicable in the country of the duty station, in order to ensure the equivalency of the amount of the allowance regardless of the country of the duty station as per the tables established and updated by the Coordinated Committee on Remunerations.

## 3. Supplement for dependants

The spouse of the contract staff member, or, in the absence of a spouse, the first dependant, shall entitle the contract staff member to a supplement for dependants equivalent to an increase of the basic amount by 20 %. Any other dependant shall give right to an increase of 10 %. The supplement for dependants shall not exceed 100 % of the basic amount.

## 4. Supplement for mobility

A supplement for mobility shall be granted to contract staff members who settle their actual and habitual residence in a different duty station more than 100 km away as a result of their transfer for at least one year. This supplement shall be 75 % of the basic amount.

## 5. Payment of the allowance

- (a) The allowance shall be payable when the eligible contract staff member takes up duty or is transferred to a different duty station.
- (b) The supplement for dependants referred to in paragraph 3 shall be calculated and paid upon justification that each individual related to this increase has settled his/her actual and habitual residence with the contract staff member at the duty station.
- (c) A contract staff member who resigns within the year that follows his or her appointment or his or her transfer to a different duty station shall pay back the allowance on a pro rata basis for the time remaining to reach 12 months.
- (d) A contract staff member shall not be required to pay back the allowance if the Institute terminates his or her contract within the year following his or her appointment or transfer. However, this provision does not apply if the Institute terminates the appointment as a result of disciplinary action, in which case the contract staff member shall reimburse the totality of the allowance.
- (e) The contract staff member shall not be required to pay the allowance back to the Institute if the contract staff member is subsequently reappointed by the Institute after the termination of his or her previous appointment.

*Article 14***Deductions**

## 1. Internal tax

Internal tax shall amount to 40 % of the basic salary in respect of a given grade and step. That sum shall be shown as a monthly deduction on pay slips.

## 2. Contributions to pension scheme

A monthly deduction as approved by the Coordinated Organisations for the pension scheme applied to contract staff members and corresponding to a percentage of net basic salary shall be made from contract staff members' remuneration and paid into the Institute's Pensions Reserve Fund.

## 3. Contributions to social welfare benefits

(a) A monthly deduction in respect of social welfare benefits, equal to 5,5 % of net basic salary, shall be made from contract staff members' remuneration. This amount shall be added to the employer's contribution and paid to the local social security body responsible for recovering such contributions (URSSAF).

(b) By derogation from point (a), contract staff members may opt for affiliation to the Institute's Social Welfare Scheme at the moment of their recruitment or when this point becomes applicable in accordance with the last paragraph of this point. The Institute's Social Welfare Scheme shall cover medical care, incapacity/disability and life insurance.

Where a contract staff member opts for such an affiliation, a monthly deduction in respect of social welfare benefits shall be made from his or her remuneration. Such monthly deduction shall amount to one third of the contributions to be made to the Institute's Social Welfare Scheme. The remaining two thirds shall be borne by the Institute.

The percentage of the monthly deduction from the contract staff members' remuneration shall be determined at the beginning of the year for the following 12 months, by agreement between the Institute and the insurance company operating the scheme. The amount deducted from the contract staff members' remuneration shall be added to the employer's contribution.

This point shall apply as from and subject to the entry into force of the bilateral agreement between the Institute and the competent national authorities allowing its implementation.

## 4. Contributions to supplementary insurance scheme

A monthly deduction in respect of supplementary insurance shall be made from the remuneration of contract staff members who have not opted for affiliation to the Institute's Social Welfare Scheme. The percentage shall be determined at the beginning of the year for the following 12 months by agreement between the Institute and the insurance company operating the scheme. The amount deducted shall be added to the employer's contribution and paid at the end of the year to the company providing this insurance.

*Article 15***Salary advances and reimbursement**

1. Unless decided otherwise by the Director, the Institute's Head of Administration and Personnel may, depending on available cash resources, authorise interest-free advances to contract staff members who find themselves in unforeseen personal financial difficulties.

2. The amount of this advance shall not exceed 3 months' net basic salary.

3. Such advances shall be repaid by monthly deductions from staff members' remuneration; repayment of the advances must be completed within 12 months of the end of the month in which the advance was granted.



## CHAPTER IV

**Travel costs**

## Article 16

**Installation and departure**

1. Contract staff members shall be entitled to reimbursement of travel costs for the journey from their previous place of employment to the location of the Institute, in respect of themselves and members of their family living with them.
2. The same entitlement shall apply when contract staff members leave the service of the Institute and return to the country where they resided before joining the Institute or if the contract staff member moves to another country within the European Economic Area.
3. Reimbursement shall be made in accordance with Section I of Annex VI.

## Article 17

**Removal expenses**

1. Contract staff members shall be entitled to reimbursement of the costs of removal from their previous place of employment to the location of the Institute.

The same entitlement shall apply when contract staff members leave the service of the Institute and return to the country where they resided before joining the Institute or when the contract staff member moves to another country within the European Economic Area.

2. Reimbursement of costs shall cover removal of contract staff members' personal household effects, excluding motor cars, boats or other forms of transport.

Reimbursement shall be made to the contract staff member concerned, on production of a certified copy of the bill by the contract staff member. The Institute may pay directly for the removal, on production of the bill by the removal firm.

The conditions and other details of reimbursement are set out in Annex VI.

## Article 18

**Travel on duty**

Contract staff members of the Institute shall be entitled to reimbursement of costs incurred in connection with travel on official duty ordered by the Director.

Reimbursement shall concern travel costs as such as well as accommodation and associated costs in the places to which contract staff members are sent. The conditions, rates and other details of reimbursement are set out in Annex VII.

## CHAPTER V

**Internal organisation**

## Article 19

**Hours of work**

1. The normal working hours for contract staff members shall be 40 hours per week, to be completed in accordance with a general schedule set by the Director.

2. Flexible working hours may be agreed by the Director for the staff as a whole or in accordance with contract staff members' personal circumstances or the constraints of their particular work.
3. Where exceptional circumstances, decided at the discretion of the Director, so require, some contract staff members may be required to work at weekends or on public holidays. In such cases, the hours worked shall give entitlement to equivalent time off in lieu.

#### Article 20

##### **Part time work**

1. A contract staff member may request authorisation for part time work. The working time must be at least 50 % of the weekly working hours. For the whole period where the contract staff member works part time, his or her remuneration as well as leave entitlements shall be reduced on a pro rata basis. Such pro rata reduction shall not apply to the household allowance, children's and other dependants' allowance, disabled child allowance or education allowance.
2. Pension rights and contributions shall also be reduced on a pro rata basis. However, the contract staff member may apply to continue acquiring further pension rights, provided that he or she bears the totality of the corresponding contributions, including the employer's.
3. The Director may grant the authorisation referred to in paragraph 1, if this is compatible with the interests of the service. The Institute shall reply to the contract staff member's request within one month.
4. The Director shall adopt implementing rules of this Article.

#### Article 21

##### **Public holidays**

The list of public holidays shall be drawn up by the Director taking into account the official list of public holidays as published at the place of employment and in the *Official Journal of the European Union*.

These public holidays shall not be deducted from the contract staff members' annual leave entitlement.

If one or several public holidays falls on a Saturday or Sunday, the Director may designate an equal number of days in lieu.

#### Article 22

##### **Leave**

###### 1. Annual leave

###### (a) Entitlement

Contract staff members shall be entitled to paid annual leave at the rate of 2,5 working days for each month of service completed. This entitlement shall apply each calendar year.

If, on 31 December a contract staff member has a period of leave due, the Director may authorise the carrying forward of a maximum of 12 days of leave to the following year. Any entitlement carried forward but not taken by 31 December of the following year shall be cancelled.

###### (b) Administrative procedure

Contract staff members wishing to take leave within their entitlement as defined in point (a), must obtain the prior authorisation of their superior and of the Director.

A record of leave taken is kept by the administration of the Institute.

The procedure to be followed shall be set out in implementing rules to be adopted by the Director.

(c) Leave unexpended on departure of contract staff members

Leave unexpended at the time contract staff members depart from the Institute shall be cancelled. However, if the Director certifies in writing that, owing to the exigencies of work, it was impossible for a contract staff member to take all accumulated leave, the contract staff member shall be entitled to a compensatory payment of one thirtieth of his or her monthly net basic salary for each day of leave so accumulated.

2. Unpaid leave

- (a) Upon request from a contract staff member, the Director may grant unpaid leave in justified and exceptional personal circumstances if this is compatible with the interest of the service. This request cannot be made before the end of a contract staff member's probationary period.
- (b) The total duration of such leave shall not exceed one year. Throughout the period of unpaid leave, the contract staff member may not engage in any remunerated activity.
- (c) During a period of unpaid leave, the contract staff member shall not be entitled to advancement to a higher step or promotion, and his or her membership of the social welfare scheme provided for in Articles 8 and 14 and cover for risks under the scheme shall be suspended.

However, a contract staff member may, not later than one month following that in which the unpaid leave begins, apply to continue to be covered, provided that he or she bears the totality of the corresponding contributions, including the employer's.

The contract staff member who proves that he or she cannot acquire pension rights from another pension scheme may apply to continue to acquire further pension rights, provided that he or she bears the totality of the corresponding contributions, including the employer's.

3. Sick leave, maternity, paternity leave, parental leave and other special leave

Special leave, such as sick, maternity, paternity or parental leave or leave for exceptional circumstances, shall be granted, in addition to annual leave.

Details and the procedures to be followed are given in Annex VIII.

*Article 23*

**Home leave**

1. Contract staff members who are entitled to expatriation allowance shall be eligible to home leave for each period of two years' service.

- (a) Home leave shall amount to eight working days.
- (b) Home leave may be taken six months before the end of the period to which it relates. If it is not taken within six months after the end of the period to which it relates, it shall be cancelled with respect to that two-year period. The date on which home leave is actually taken for any given two-year period shall not affect the date on which the next home leave is to be taken.
- (c) Where spouses, or registered partners, are both employed by the Institute and where both are entitled to home leave, it shall be granted in accordance with the following conditions:
  - (i) where both have their home in the same country, each shall be entitled to home leave in that country every two years;

- (ii) where their homes are in two different countries, each shall be entitled to home leave in his or her respective country every two years;
  - (iii) spouses or registered partners shall be entitled, with respect to their dependant children and, if appropriate, the person accompanying those children, to only one period of home leave every two years; where the parents have their homes in two different countries, the home leave may be taken in either of those countries.
2. A contract staff member who takes home leave shall be entitled, in accordance with the procedures laid down in Article 18, to payment of the return travel expenses for himself or herself, his or her children and, if he or she receives a household allowance, for his or her spouse or registered partner.
3. Contract staff members who do not take their home leave shall have no entitlement to compensation.
4. Home leave shall be granted on the following conditions:
- (a) the person concerned must undertake in writing not to resign from the Institute in the six months following the end of the period to which the entitlement to home leave relates, regardless of the date on which that leave is actually taken;
  - (b) the direct superior must certify that the services of the contract staff member will, in all probability not be required during the period referred to in point (b) of paragraph 1.

The Director may decide to derogate from this paragraph if the Director considers that the strict application of this paragraph would expose the contract staff member concerned to an injustice or to particular difficulties.

## CHAPTER VI

### **Reports and promotion**

#### *Article 24*

### **General provisions**

1. The work of all contract staff members, apart from the Director, shall be evaluated once a year, at the latest by 30 September.

Reports shall comment on the relative proficiency of contract staff members and shall provide the opportunity to congratulate contract staff members or, on the contrary, warn them of shortcomings with a view to an improvement in their service.

2. The evaluation criteria will be tailored to the different functions and responsibilities of A, B and C grades.

Each year staff shall be assigned a list of objectives and criteria against which their performance shall be evaluated.

The entire evaluation shall be summarised in an annual report form kept in the contract staff member's personal file.

3. In case the report indicates underperformance, the Director may request an additional intermediary report after 6 months.

#### *Article 25*

### **Procedure**

1. The Director shall designate the contract staff members responsible for reporting on personnel wholly or partly subordinate to them.

2. Each contract staff member shall be interviewed personally by the contract staff member responsible for the report. That evaluation may be supplemented by a secondary evaluation at a higher level. The contract staff member shall be notified of his or her annual evaluation, and shall sign the report form.
3. The annual report is an administrative act established for internal use. There can be no appeal to any external body against it.
4. When all reports have been written, the Director and the Head of Administration and Personnel shall convene to decide on possible promotions.

#### *Article 26*

### **Follow up actions on reports**

1. A good report shall justify advancement to a higher step. Such promotion shall be effective at the date of the anniversary of the contract staff member's contract or second such anniversary for contract staff members with indefinite term contracts.
2. An exceptionally good report may justify exceptional promotion to a higher step or even grade, provided that the budgeted post allows such promotion. Such promotions shall be effective as from 1 January of the year following the report or second such year for contract staff members with indefinite term contracts.
3. An adverse report may justify keeping the contract staff member at his or her present step for an additional year.
4. Two successive adverse reports may justify non-extension or termination of contracts.

#### *CHAPTER VII*

### ***Disciplinary action***

#### *Article 27*

1. Any failure by a serving or former contract staff member to comply with his or her obligations under these Staff Regulations, whether intentionally, or through negligence on his or her part, shall make that contract staff member liable to disciplinary action.
2. Where the Director becomes aware of evidence of failure within the meaning of paragraph 1, the Director may launch administrative investigations to verify whether such failure has occurred.
3. Rules on administrative investigations and disciplinary proceedings and measures are laid down in Annex IX.

#### *CHAPTER VIII*

### ***Appeals and appeals board***

#### *Article 28*

1. Any person to whom these Staff Regulations apply may submit to the Director a request that the Director take a decision relating to that person in matters covered by these Staff Regulations. The Director shall notify the person concerned of his or her reasoned decision within two months from the date on which the request was made. If at the end of that period no reply to the request has been received, this shall be deemed to constitute an implied decision rejecting it, against which a complaint may be lodged in accordance with the following paragraphs.

2. Any person to whom these Staff Regulations apply may submit to the Director a complaint against a measure adversely affecting that person, either where the Director has taken a decision or where the Director has failed to adopt a measure prescribed by these Staff Regulations. The complaint must be lodged within three months. The period shall start to run:

- on the date of publication of the act if it is a measure of a general nature;
- on the date of the notification of the decision to the person concerned, but in no case later than the date on which the latter received such notification, if the measure affects a specified person; if, however, an act affecting a specified person also contains a complaint against another person, the period shall start to run in respect of that other person on the date on which that other person receives notification thereof but in no case later than the date of publication;
- on the date of expiry of the period prescribed for reply where the complaint concerns an implied decision rejecting a request as provided for in paragraph 1.

3. The Director shall notify the person concerned of his or her reasoned decision within one month from the date on which the complaint was lodged. If at the end of that period no reply to the complaint has been received, this shall be deemed to constitute an implied decision rejecting it, against which an appeal may be lodged in accordance with paragraph 5.

In the event of a negative reply, the person may request mediation. Such mediation is not mandatory.

#### 4. Mediation

The mediator shall be a qualified, independent legal expert appointed by the Director for a renewable period of three years.

The mediator shall be provided by the Director and the person concerned with all documents the mediator considers necessary for an examination of the case.

The mediator shall submit his or her conclusions within 15 days of the date on which the mediator was apprised of the case.

The mediator's conclusions shall not be binding on either the Director or the person concerned.

The costs of mediation shall be borne by the Institute if the conclusions are refuted by the Director; 50 % of the costs shall be borne by the person concerned if it is he or she who refuses to accept the conclusions.

#### 5. Contentious appeals

Having exhausted the possibilities of the first resort (internal administrative appeal), the person concerned shall be at liberty to seek a settlement before the Institute's Appeals Board.

The composition, operation and specific procedures of that body are given in Annex X.

#### 6. Decisions of the Appeals Board

- (a) Decisions of the Appeals Board shall be binding on both parties. There shall be no appeal from them.
- (b) The Board may annul or confirm the decision complained of.
- (c) The Board may incidentally order the Institute to compensate any material damage sustained by the person concerned starting from the day the annulled decision began to have effect.
- (d) It may further rule that the Institute shall reimburse, within limits to be fixed by the Board, justified expenses incurred by the claimant, as well as expenses relating to transport and subsistence incurred by witnesses who have been heard. Those expenses shall be calculated on the basis of Article 18 and Annex VII of these Staff Regulations.

## CHAPTER IX

**Pension schemes***Article 29*

The rules and conditions contained in the Pension Schemes Rules of the Institute shall, in accordance with the Pension Scheme Rules of the Coordinated Organisations, be applied to contract staff members. The New Pension Scheme (NPS) of the Institute shall apply to contract staff members who have taken up duty after 30 June 2005.

## CHAPTER X

**Secondment of the institute's contract staff members***Article 30*

A contract staff member on secondment is a contract staff member who, by decision of the Director, has been directed in the interests of the service to serve temporarily in a post outside the Institute.

Secondment in the interests of the service shall be governed by the following rules:

- (a) the decision on secondment shall be taken by the Director after hearing the contract staff member concerned;
- (b) the duration of secondment shall be determined by the Director; initial secondments shall be for a maximum period of six months, renewable for a further maximum period of six months;
- (c) a contract staff member on secondment is entitled to receive a differential payment where the total remuneration carried by the post to which the contract staff member is seconded is less than that carried by his or her grade and step in the Institute; the contract staff member may likewise be entitled to reimbursement of any additional expenses entailed by the secondment, if properly justified;
- (d) where the secondment agreement provides that the Institute is to continue paying the remuneration of the contract staff member throughout the period of secondment, if the latter is entitled to the expatriation allowance and also receives a daily allowance from another source because of the secondment, payment of the expatriation allowance shall cease;
- (e) a contract staff member on secondment shall continue to pay pension contributions based on the salary for active employment carried by his or her grade and step in the Institute;
- (f) a contract staff member on secondment shall retain his or her post, right to advancement to a higher step and eligibility for promotion;
- (g) providing that a contract staff member's contract is still running when his or her secondment ends, a contract staff member shall at once be reinstated in the post formerly occupied by him or her.

## TITLE III

**PROVISIONS APPLICABLE TO TEMPORARY STAFF***Article 31***General provisions**

1. Temporary staff are auxiliary personnel recruited in principle for a limited period of time. They do not have the status of international staff.
2. Temporary staff are employees who occupy temporarily posts defined in the Institute's table of budgeted posts.

3. Subject to the provisions of this Title, the Director shall adopt implementing rules determining the conditions of employment of temporary staff, in particular:

- (a) the conditions of their engagement and termination of their contract;
- (b) their leave; and
- (c) their remuneration.

4. Temporary staff shall be bound by the provisions of Title I and the following provisions of Title II:

- Chapter II: Articles 5 (Age limit for employment) and 6 (Medical examinations)
- Chapter III: Article 8(2), point (a) of Article 14(3) (Contributions to social welfare benefits), and 15 (Salary advances and reimbursement)
- Chapter IV: Article 18 (Travel on duty)
- Chapter V: Articles 19 (Hours of work), 20 (Part time work) and 21 (Public holidays)
- Chapter VII: Article 27 (Disciplinary action);
- Chapter VIII: Article 28 (Appeals and Board of Appeals); and
- Any subsidiary regulations based thereon.

#### *Article 32*

### **Contracts**

Temporary staff shall be engaged for a total period not exceeding 24 months. The Institute and the temporary staff member may terminate contracts by giving at least one month's notice.

#### *Article 33*

### **Remuneration**

1. The remuneration of temporary staff shall be fixed contractually. It shall be made up of a net monthly salary excluding any additional allowances, whatever the family or social situation of the person concerned.
2. From that fixed amount, there shall be deducted the employee's social-welfare contributions either to private insurance providing full reimbursement or, if the employee is already a member of a sickness insurance scheme, to supplementary insurance.
3. As temporary staff do not benefit from the pension scheme, no deduction shall be made in respect of such a scheme.

#### *Article 34*

### **Special provisions**

1. Installation and departure expenses

Temporary staff may not claim reimbursement of installation or departure expenses for their families.



2. Leave

Temporary staff shall be entitled to two and a half days' leave per month of service completed.

TITLE IV

**PROVISIONS APPLICABLE TO EXPERTS AND TRAINEES**

*Article 35*

1. Experts and trainees shall have the status of external staff. They shall be subject to the provisions of Title I of these Staff Regulations, with which they shall acquaint themselves on appointment.
2. The overall remuneration of experts and trainees shall be fixed from the beginning of their activities at the Institute. It shall be paid in successive portions, as defined by the Director, in accordance with the results of the work for which they have been engaged or accepted.
3. Appointed experts shall be entitled to the reimbursement of travel expenses for themselves only, when they arrive at the Institute and when they leave it.

TITLE V

**REPRESENTATION OF EMPLOYEES**

*Article 36*

1. The Staff Committee shall represent all the employees of the Institute, as defined in Article 1.
  2. The Staff Committee shall:
    - (a) defend the professional interests of all employees of the Institute;
    - (b) make proposals for improving the well-being of all employees;
    - (c) make suggestions regarding social, cultural and sporting activities for the staff;
    - (d) represent all employees vis-à-vis staff associations of other international organisations.
  3. Terms of reference implementing this Article shall be established by the Director after consultation of the employees.
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## ANNEX I

**INDEMNITY FOR LOSS OF JOB**

Reference:

Article 7 of the Staff Regulations.

Entitlement to the indemnity for loss of job.

- (a) An indemnity for loss of job may be awarded to a contract staff member whose employment is terminated in one of the cases referred to in points (i) to (vi) of point (a) of Article 7(3).

Such indemnity shall be distinct from leaving allowance, which represents merely the settlement of pension rights.

- (b) The indemnity for loss of job shall not be due in any of the following circumstances:

- (i) the contract staff member has obtained another post at the same or higher grade at the Institute;
- (ii) the contract staff member has obtained a new appointment in another international organisation in the same country;
- (iii) the contract staff member has obtained re-integration and remuneration in his or her previous place of employment within 30 days following the termination of his or her contract by the Institute;
- (iv) the contract staff member's contract has been terminated at his or her own request or if the contract staff member has not accepted an offer of extension of contract;
- (v) the contract staff member's contract has ended because it has reached the maximum period authorised under the Staff Regulations; or
- (vi) the contract staff member's contract has been terminated as a result of disciplinary proceedings.

The amount of the indemnity for loss of job shall be equal to 100 % of the contract staff member's net monthly remuneration per year of service at the Institute up to a maximum of 20 months.

The amount of the indemnity for loss of job shall not represent a number of months which exceeds the period that the contract staff member would have to serve before reaching the age limit specified in Article 5 of the Staff Regulations.

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## ANNEX II

## EXPATRIATION ALLOWANCE

1. Contract staff members so entitled under Article 10 of the Staff Regulations shall receive a monthly expatriation allowance. The amount of the allowance shall be calculated as follows:

(a) Contract staff members recruited before the entry into force of the Staff Regulations

- (i) For contract staff members entitled to household allowance: 18 % of the reference salary during the first ten years' service;
- (ii) For contract staff members not entitled to household allowance: 14 % of the reference salary during the first ten years' service.
- (iii) The reference salary shall be the net basic salary payable at step 1 of contract staff members' grades. In years eleven, twelve and thirteen, the rates of 14 % and 18 % shall be reduced by one point per year respectively to 11 % and 15 % and shall remain fixed thereafter.

(b) Contract staff members recruited after the entry into force of the Staff Regulations

- (i) The rate of the allowance during the first five years of service shall be 10 percent of basic salary. The allowance shall be calculated on the basis of the first step in the grade of recruitment or promotion, irrespective of any increase in the contract staff member's basic salary by movement up the incremental scale, and shall be adjusted in the same proportions and at the same date as the basic salary.
- (ii) In years six to ten, the rate of the allowance shall be reduced by two percentage points per year to reach zero in year ten. During this period, the allowance shall be adjusted in the same proportions and at the same date as the basic salary.
- (iii) In the event of a staff member of a Coordinated Organisation or an organisation associated to the Coordinated Organisations taking up duty with the Institute or in the event of a staff member of another international organisation or a member of the administration or armed forces of the country of origin taking up duty with the Institute without changing country, the previous service in the host country shall be taken into account when applying points (i) and (ii).
- (iv) In the event of a contract staff member being transferred, either within the Institute or to a Coordinated Organisation or organisation associated to the Coordinated Organisations, to a new duty country where the staff member meets the eligibility criteria, the rate of the allowance and the time period shall be restored to their initial levels and then reduced, as described in points (i) and (ii).

(v) Couples

Where spouses or registered partners are both non-resident and are both employed in the same country by the same Coordinated Organisation or organisation associated to the Coordinated Organisations, or by two different Coordinated Organisations or organisations associated to the Coordinated Organisations, they shall each be entitled to an expatriation allowance at the rate of 10 per cent or at the rates on the reduction scale which correspond to the number of each spouse's years of service.

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## ANNEX III

**CHILDREN AND OTHER DEPENDANTS**

## 1. Dependant children

- (a) A legitimate, or legally recognised natural or adopted child of the contract staff member or of his or her spouse or registered partner is deemed to be a dependant of a contract staff member if the latter mainly and continuously maintain and support the upbringing of the child. A contract staff member's child who is in the custody of a divorced or legally separated spouse is considered to be dependant on the contract staff member if the latter is required to pay maintenance, and actually does so, for that child as the result of a divorce or separation decree, or an authentic act relating to such a decree, in accordance with the relevant national law.
- (b) A disabled child of the contract staff member or of his or her spouse or registered partner, regardless of the age of the child, is considered to be a dependant if the contract staff member mainly and continuously maintains and supports the wellbeing of that child.
- (c) A child shall not be considered a dependant of the contract staff member:
  - when it attains the age of 26;
  - when, before reaching the age of 26, the child is in receipt of a salary, income or fees in its own right;

## 2. Other dependants

A person other than a dependant child as defined in paragraph 1 may be considered a contract staff member's dependant on the following cumulative conditions:

- the person is a parent or other close relative by blood or marriage;
  - the person lives continuously with the contract staff member or his or her spouse or registered partner, or is regularly admitted to an institution giving specialist medical care; and
  - the person concerned does not have adequate resources of his or her own to support himself or herself.
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## ANNEX IV

**DISABLED DEPENDANTS**

1. A dependant is deemed to be disabled if it is established by medical evidence that that person is suffering from a serious and permanent disability necessitating either special care or supervision, or special education or training.
2. The decision to grant the allowance shall be made by the Director after consulting an ad hoc board which the Director shall constitute for the purpose, and which shall include at least one medical practitioner.

The Director's decision shall specify the period for which the allowance is to be paid, subject to review.

3. The criterion for entitlement to the rights provided for in the Staff Regulations shall be the serious and continuing impairment of the physical or mental activities.

Dependant persons may thus be deemed to be disabled where they suffer from, for example:

- a serious or chronic affection of the central or autonomic nervous system, however caused, such as diseases of the brain, myopathy and autonomic paralysis;
- a serious affection of the locomotor system;
- a serious affection of one or more sensory systems;
- a chronic and disabling mental illness.

The list in the second subparagraph is indicative only and shall not be deemed to be exhaustive. It shall not be taken as a basis for assessing the degree of disability or incapacity.

4. The amount of the allowance shall be equal to the amount of the allowance for a dependant child, and shall be additional thereto.
5. For contract staff members who can present supporting evidence that their disabled dependant child requires imperative ad hoc educational arrangements, the allowance may be increased up to a maximum of two times the amount of the allowance for a dependant child to be paid monthly.

In such cases, entitlement to the increased allowance shall commence on the first day of the month in which the imperative ad hoc educational arrangements begin and shall cease at the end of the month in which they finish or at the end of the month in which the child reaches the age of 26, whichever is the earliest.

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## ANNEX V

**RENT ALLOWANCE**

1. The amount of rent allowance shall be a proportion of the difference between the actual rent paid, excluding all charges referred to in Article 11(5)(a) of the Staff Regulations, and a sum calculated as follows:
    - (a) 15 % of net basic salary for staff members of grades C and B, up to and including B.4;
    - (b) 20 % of net basic salary for staff members of grades B.5 and B.6;
    - (c) 22 % of net basic salary for staff members of grades A.1.
  2. The proportion referred to in paragraph 1 shall be:
    - (a) 50 % for single staff members and married staff members with no dependants;
    - (b) 55 % for staff members with one dependant;
    - (c) 60 % for staff members with two or more dependants.
  3. The amount of rent allowance shall not exceed:
    - (a) 10 % of net basic salary of the staff member concerned in the case of grades C to B.4 inclusive;
    - (b) 15 % of net basic salary in the case of grades B.5 and B.6, and A.1.
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## ANNEX VI

## TRAVEL COSTS AND REMOVAL EXPENSES

## Section I

**Travel costs of contract staff members and their families between their place of residence and duty station.**

1. Contract staff members whose place of residence is more than 100 km from their duty station shall be entitled, subject to the provisions of Article 16 of the Staff Regulations, to reimbursement of the actual costs of travel:
  - (a) on taking up their appointment, for travel from their place of residence to their duty station;
  - (b) on transfer from the duty station where they were recruited to another duty station more than 100 km away;
  - (c) on leaving their appointment:
    - either for travel from their duty station to their place of residence at the time they were recruited;
    - or, for travel from their duty station to a place of residence other than that referred to in the first indent, provided that this place is within the European Economic Area, or, if elsewhere, that the expenditure to be reimbursed is not greater.
2. Reimbursement of the travel costs referred to in paragraph 1 shall be totally or partially refused in the following cases:
  - (a) where entitlement has not been established at the time a contract staff member takes up his or her appointment;
  - (b) if all or part of the expenditure in question has been paid by a government or other body;
  - (c) where a contract staff member leaves his or her appointment, if the journey does not take place within a period of three months starting from the date on which the contract staff member's duties cease, or if the application for reimbursement has not been received by the administration within 30 days of the journey;
  - (d) when the contract staff member's duties cease, if the person concerned has resigned before completing twelve months' service at the Institute.
3. Contract staff members who satisfy the conditions listed in paragraphs 1 and 2, and who receive household allowance, shall also be entitled to:
  - (a) reimbursement of travel costs actually incurred by their spouse or registered partner and dependant children when they join the contract staff member at his or her duty station;
  - (b) reimbursement of travel costs actually incurred by their spouse or registered partner and dependant children when they move from one duty station to another duty station situated over 100 km away, if the duration of the transfer is unspecified but exceeds two months;
  - (c) reimbursement of travel costs actually incurred by their spouse or registered partner and dependant children when their duties cease, except that the reimbursement may be refused if the contract staff member resigns before having completed twelve months' service at the Institute.
4. Spouses, registered partners and dependant children, or dependants as defined in Annexes III and IV, shall be deemed to be of the same grade as the staff member concerned.

## Section II

**Removal expenses**

1. Contract staff members whose place of residence is more than 100 km from their duty station shall be entitled to the reimbursement of expenses actually incurred for the removal of their household effects on the following occasions:
  - (a) on taking up their appointment;
  - (b) on transfer of indefinite duration exceeding two months from one duty station to another duty station that is over 100 km away;
  - (c) when leaving the Institute, except that the reimbursement may be refused if the contract staff member resigns before having completed twelve months' service at the Institute.
2. Reimbursement covers expenses incurred for the removal of household effects, including packing costs and the cost of insurance against ordinary risks such as breakage, theft or fire.

To claim expenses under the provisions of this Section, contract staff members must submit at least two estimates for prior approval by the Head of Administration. The estimates must refer to the same weight or volume, transported over the same distance.

The Head of Administration and Personnel may, if he or she considers the estimates excessive, request estimates from other removal firms.

Reimbursement shall be made on the basis of the lower estimate.

3. Contract staff members may only claim reimbursement under this Section if the expenditure in question is not reimbursable by a government or other authority.

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## ANNEX VII

**OFFICIAL DUTY EXPENSES**

Contract staff members travelling on official Institute duty shall be entitled to reimbursement of all their travel costs and to a daily allowance to cover subsistence when away from their place of duty in accordance with the provisions of Article 18 of the Staff Regulations.

## Section I

**Means of transport**

1. Travel by contract staff members on duty shall be performed by the most economic means available, subject to the derogations provided for in this Section.
2. Air and rail travel are considered to be the normal means of transport. The Director may, however, authorise contract staff members on official duty to use a private or official car.

Except where authorised by the Director, all air travel shall be in 'economy' class or the equivalent.

Grades A shall be entitled to first-class rail travel and grades B and C to second-class rail travel.

3. Contract staff members may be authorised to travel by private car in the interests of the Institute. In such cases, they shall be entitled to an allowance per kilometre calculated on the basis of the quickest usual route. The allowance shall be calculated on the basis of the rate applying in the country where the contract staff member's duty station is located, irrespective of the country or countries where the travel takes place.

The total sum paid for a road journey may not exceed the amount that the Institute would otherwise have had to disburse.

The Director may decide to extend the application of this Section to temporary staff.

## Section II

**Subsistence allowance for contract staff members travelling on official duty**

1. Contract staff members travelling on official Institute duty shall be entitled to subsistence allowance at the rates approved each year by the Board on the basis of the proposal made by the Coordinated Committee on Remunerations.
2. Subsistence allowance shall be calculated as follows:
  - (a) If the mission involves hotel accommodation, the contract staff member concerned shall be paid the full daily allowance upon submitting the corresponding invoice.
  - (b) If the mission does not involve hotel accommodation, no subsistence allowance shall be payable for periods of less than 4 hours, and where the period of duty is between 4 and 8 hours, the contract staff members shall be entitled to 25 % of the daily allowance. For a period of more than 8 hours but less than 24, the contract staff member shall be entitled to 50 % of the daily allowance. Partial periods over and above any complete period of 24 hours shall be treated likewise.

- (c) Official journeys carried out at or between duty stations shall not give entitlement to payment of a subsistence allowance. In those cases, transportation expenses such as car parking fees and public transportation, shall be paid upon receipt of proof of payment.
- (d) a notional period shall be added to the actual journey time for the purpose of calculating subsistence allowance to allow for travelling time to the main station or airport.

3. Reduced subsistence allowance

The allowance shall be reduced:

- (a) where the journey involves meals or overnight accommodation, by 15 % for each main meal and by 50 % for overnight accommodation provided in the fare;
- (b) by three-tenths if a staff member travels by night ferry, sleeping berth or compartment, by rail or air, for the period covered by the travel;
- (c) by three-quarters when accommodation is provided by an external body.

4. Additions to subsistence allowance

The allowance shall be deemed to cover all the expenses liable to be incurred by a contract staff member travelling on duty, except the expenses listed below, for which additional reimbursement may be claimed:

- (a) visa fees and similar charges arising directly from travel on official duty;
- (b) excess luggage charges expressly authorised by the Director;
- (c) duly justified communication charges such as internet, postal and telephone charges, incurred for official purposes;
- (d) hospitality expenses incurred by staff members;
- (e) taxi fares, provided the Director has given his or her prior approval and evidence of the expenditure is produced.

The Director shall adopt implementing rules of these provisions.

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## ANNEX VIII

**SICK LEAVE, MATERNITY AND PATERNITY LEAVE, PARENTAL LEAVE AND OTHER SPECIAL LEAVE**

## 1. Absence for health reasons and sick leave

- (a) Contract staff members absent owing to sickness or accident for more than three consecutive days shall be required to produce a medical certificate within three days of ceasing work.
- (b) Absences occasioned by sickness or accident that last no more than three days and for which no medical certificate is provided may, if they exceed nine working days in any one calendar year, entail a corresponding reduction in the annual leave due to the contract staff member concerned or a corresponding reduction in his or her remuneration if the contract staff member has already taken his or her annual leave in full.
- (c) Contract staff members absent owing to sickness or accident are entitled, on production of a medical certificate, to sick leave with full pay and allowances for a maximum period of thirteen consecutive weeks.
- (d) A contract staff member may be requested to undergo a medical examination in accordance with Article 6(4) of the Staff Regulations in the case of continuous absence exceeding thirteen consecutive weeks due to sickness or accident, or in the case of the frequent recurrence of short periods of illness.
- (e) At any time during a sick leave of a contract staff member, the Institute may request a medical check by an independent medical centre.

## 2. Infectious diseases, vaccination and accidents

- (a) Any contract staff member contracting an infectious disease shall absent himself or herself from duty and report the circumstances immediately to the Head of Administration and Personnel. If an infectious disease is reported among the family or intimate friends of a contract staff member, the latter shall immediately inform the Head of Administration and Personnel and conform to such health precautions as may be prescribed by that officer. All contract staff members who have been in contact with a person who has contracted an infectious disease and are as a result obliged to absent themselves from duty shall be entitled to all of their remuneration; such absence shall not be deducted from either their sick leave or annual leave entitlements.
- (b) Contract staff members shall submit to any preventive vaccinations or inoculations that may be required.
- (c) All accidents to contract staff members, whether incurred at work or outside the Institute, however trifling they may appear at the time, shall be reported immediately by the contract staff member to the Head of Administration and Personnel, together with the names and addresses of any witnesses.

## 3. Special leave, marriage leave and maternity, paternity and parental leave

- (a) Special leave with full or part pay, not exceeding ten working days per year, or without pay, may be granted by the Director for exceptional or urgent private reasons.
- (b) Special leave of five days with full pay shall be granted on the occasion of the marriage of a contract staff member.
- (c) Contract staff members shall be granted special leave of five days with full pay on the occasion of the death of a spouse, of a direct descendant or of a direct ascendant.

- (d) Maternity leave with full pay, and not to be charged against sick or annual leave, shall be granted to contract staff members on production of an appropriate medical certificate. Maternity leave shall be for sixteen weeks.

The leave shall start not earlier than six weeks before the expected date of confinement shown in the certificate and end not earlier than 10 weeks and not later than 16 weeks after the date of confinement.

In the case of multiple or premature birth or the birth of a disabled child, the duration shall be of 20 weeks. Premature birth for the purposes of this provision is a birth taking place before the end of the 34th week of pregnancy.

- (e) Maternity leave on full pay, and not to be charged against sick or annual leave, shall be granted to a female contract staff member who legally adopts a child under 18 years.

Maternity leave shall be for sixteen weeks and such leave shall commence from the date of arrival of the child in the child's new home.

In the case of multiple adoptions or the adoption of a disabled child, the duration of the maternity leave shall be of 20 weeks.

- (f) Paternity leave

Paternity leave of 10 working days with full emoluments shall be granted to male contract staff members on the birth or adoption of a child who is recognised as dependant as defined in Article 11(2) of the Staff Regulations and, in a case of adoption, who is under 18 years of age. It shall be increased to 12 working days in the case of a multiple birth or the birth of a disabled child.

The leave shall commence from the date of birth of the child or the arrival of child in the child's new home, but may be postponed if the child is hospitalised.

- (g) Parental or family leave

A contract staff member shall be entitled to up to two months of parental leave without basic salary for every child, to be taken during the first 12 months after the birth or adoption of the child. The minimum leave taken at any one time shall not be less than one month.

During parental leave, the contract staff member's membership of the social security scheme shall continue. The acquisition of pension rights, children's and other dependants' allowance and education allowance shall be maintained. The contract staff member shall retain his or her post, and continue to be entitled to advancement to a higher step or promotion in grade.

During parental leave, the contract staff member shall be entitled to an allowance of EUR 800 per month but may not engage in any other gainful employment.

The full contribution to the social security scheme shall be borne by the Institute.

- (h) Contract staff members recalled to serve in the armed forces for a period of training shall be entitled to special paid leave of a maximum of two weeks a year or four weeks every two years.

Periods of recall, which extend beyond these limits, shall be deducted from the contract staff member's annual leave.

If a contract staff member receives financial compensation from the national authority, which recalled him, the amount of such compensation shall be deducted from the contract staff member's salary.

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## ANNEX IX

## RULES ON ADMINISTRATIVE INVESTIGATIONS AND DISCIPLINARY PROCEEDINGS AND MEASURES

## Section 1

**General provisions***Article 1*

1. Whenever an internal investigation reveals the possibility that a serving or former contract staff member has failed to comply with his or her obligations under the Staff Regulations, that person shall rapidly be informed, provided this is not harmful to the investigation. In any event, conclusions referring by name to a contract staff member may not be drawn up if the investigation has been completed without that contract staff member having been given the opportunity to comment on facts concerning that person. The conclusions shall make reference to those comments.
2. In cases that demand absolute secrecy for the purposes of the investigation and requiring the use of investigative procedures falling within the remit of a national judicial authority, compliance with the obligation to invite the contract staff member to comment may, in agreement with the Director, be deferred. In such cases, no disciplinary proceedings may be opened before the contract staff member has been given a chance to comment.
3. If, following an internal investigation, no case can be made against a contract staff member about whom allegations have been made, the investigation in question shall be closed, with no further action taken, by decision of the Director, who shall inform the contract staff member in writing. The contract staff member may request that this decision be inserted in his or her personal file.
4. The Director shall inform the person concerned when the investigation ends, and shall communicate to that person the conclusions of the investigation report.

*Article 2*

1. On the basis of the investigation report, after having notified the contract staff member concerned of all evidence in the file and after hearing the contract staff member concerned, the Director may:
  - (a) decide that no case can be made against the contract staff member, in which case he or she shall be informed accordingly in writing;
  - (b) decide, even if there is, or appears to have been, a failure by the contract staff member to comply with his or her obligations under the Staff Regulations, that no disciplinary measure shall be imposed and, if appropriate, give an oral warning to the contract staff member; or
  - (c) in the case of failure to comply with obligations within the meaning of Article 27 of the Staff Regulations:
    - (i) decide to initiate the disciplinary proceedings provided for in Section 4 of this Annex; or
    - (ii) decide to initiate disciplinary proceedings before the Disciplinary Board.

*Article 3*

A contract staff member who, for objective reasons, cannot be heard pursuant to the provisions of this Annex may be asked to comment in writing or may be represented by a person of his or her choice.

## Section 2

**Disciplinary Board***Article 4*

1. A Disciplinary Board shall be established whose members may be chosen from the staff of the Institute or of a European Union institution.
2. The Disciplinary Board shall consist of a Chair and two full members, who may be replaced by alternates.

*Article 5*

1. The Director and the Staff Committee referred to in Article 36 of the Staff Regulations shall each appoint one member and one alternate at the same time. If for any reason no member and no alternate has been appointed by the Staff Committee the Director may appoint provisional members to replace them until they are appointed.
2. The Chair shall be the Chair of the Institute's Board. The alternate for the Chair shall be appointed by the Director.
3. The Chair, the members and the alternates shall be appointed for a period of three years. However, the Institute may provide for a shorter period for members and alternates, subject to a minimum of one year.
4. The contract staff member concerned shall be entitled to reject one of the Disciplinary Board members within five days of the Disciplinary Board's establishment. The Director shall also be entitled to reject one of the Board members. Within the same time limit, Disciplinary Board members may ask to be excused from duty for legitimate reasons and shall withdraw from the Disciplinary Board if a conflict of interests exists.

*Article 6*

1. The Chair and members of the Disciplinary Board shall be completely independent in the performance of their duties.
2. The deliberations and proceedings of the Disciplinary Board shall not be disclosed.

## Section 3

**Disciplinary measures***Article 7*

1. The Director may impose one of the following disciplinary measures:
  - (a) a written warning;
  - (b) a reprimand;
  - (c) deferment of advancement to a higher step for a period of between one and 23 months;
  - (d) relegation in step;
  - (e) removal from post, involving termination of contract, possibly accompanied by total or partial forfeiture of the indemnity for loss of job.
2. Where the contract staff member is in receipt of a retirement pension or an invalidity allowance, the Director may decide to withhold an amount from the pension or the invalidity allowance for a given period. The effects of this measure shall not extend to the contract staff member's dependants. The contract staff member's income may not, however, be less than the minimum subsistence figure corresponding to the basic salary of a contract staff member at post C1/1, with the addition of any family allowances payable.
3. A single misconduct shall not give rise to more than one disciplinary measure.

*Article 8*

The severity of the disciplinary measures imposed shall be commensurate with the seriousness of the misconduct. To determine the seriousness of the misconduct and to decide upon the disciplinary measure to be imposed, account shall be taken in particular of:

- (a) the nature of the misconduct and the circumstances in which it occurred;
- (b) the extent to which the misconduct adversely affects the integrity, reputation or interests of the Institute;
- (c) the extent to which the misconduct involves intentional action or negligence;
- (d) the motives for the contract staff member's misconduct;
- (e) the contract staff member's grade and seniority;
- (f) the degree of the contract staff member's personal responsibility;
- (g) the level of the contract staff member's duties and responsibilities;
- (h) whether the misconduct involves repeated action or behaviour
- (i) the conduct of the contract staff member throughout the course of his or her career.

*Section 4***Disciplinary proceedings not involving the Disciplinary Board***Article 9*

The Director may issue a written warning or reprimand without consulting the Disciplinary Board. In such case the contract staff member concerned shall be heard before such action is taken by the Director.

*Section 5***Disciplinary proceedings before the Disciplinary Board***Article 10*

1. The Director shall submit a report to the Disciplinary Board, stating clearly the facts complained of and, where appropriate, the circumstances in which they arose, including any aggravating or extenuating circumstances.
2. The report shall be communicated to the contract staff member concerned and to the Chair of the Disciplinary Board, who shall bring it to the attention of the members of the Disciplinary Board.

*Article 11*

1. On receipt of the report, the contract staff member concerned shall have the right to obtain his or her complete personal file and take copies of all documents relevant to the proceedings, including exonerating evidence.
2. The contract staff member concerned shall have not less than 15 days from the date of receipt of the report initiating the disciplinary proceedings to prepare a defence.
3. The contract staff member may be assisted by a person of his or her choice.

*Article 12*

If, in the presence of the Chair of the Disciplinary Board, the contract staff member concerned acknowledges misconduct on his or her part and accepts unreservedly the report referred to in Article 10 of this Annex, the Director may, in accordance with the principle of proportionality between the nature of the misconduct and the disciplinary measure being considered, withdraw the case from the Disciplinary Board. Where a case is withdrawn from the Disciplinary Board the Chair shall deliver an opinion on the disciplinary measure considered. Under this procedure the Director may, by derogation from Article 9 of this Annex, impose one of the disciplinary measures provided for in points (a) to (d) of Article 7(1) of this Annex.

The contract staff member concerned shall be informed, before acknowledging his or her misconduct, of the possible consequences of such acknowledgement.

*Article 13*

Before the first meeting of the Disciplinary Board, the Chair may give one of its members the task of preparing a general report on the matter and shall inform the other members of the Disciplinary Board accordingly.

*Article 14*

1. The contract staff member concerned shall be heard by the Disciplinary Board. At the hearing, he or she may submit observations in writing or orally, whether in person or through a representative. The contract staff member may call witnesses.

2. The Institute shall be represented before the Disciplinary Board by a contract staff member mandated by the Director to this effect.

*Article 15*

After consideration of the documents submitted and having regard to any statement made orally or in writing, the Disciplinary Board shall, by a majority vote, deliver a reasoned opinion as to whether the facts complained of are established and as to any disciplinary measure to which those facts should give rise. This opinion shall be signed by all the members of the Board. The Disciplinary Board shall transmit the opinion to the Director and to the contract staff member concerned within two months of the date of receipt of the report of the Director, provided that this time limit is commensurate with the degree of complexity of the case.

*Article 16*

1. After hearing the contract staff member, the Director shall take a decision as provided for in Articles 8 and 9 of this Annex within two months of receipt of the opinion of the Disciplinary Board. Reasons must be given for the decision.

2. If the Director decides to close the case without imposing any disciplinary measure, he or she shall so inform the contract staff member concerned in writing without delay. The contract staff member concerned may request that this decision be inserted in his or her personal file.

*Article 17*

1. Expenses incurred by the contract staff member concerned in the course of disciplinary proceedings, and in particular fees paid to a person chosen to assist the contract staff member or for his or her defence, shall be borne by the contract staff member where the disciplinary proceedings result in the imposition of one of the disciplinary measures provided for in Article 7 of this Annex.



2. However, the Director may decide otherwise in exceptional cases where the burden on the contract staff member concerned would be unfair.

## Section 6

### **Suspension**

#### *Article 18*

1. If the Director accuses a contract staff member of serious misconduct, whether a failure to honour his or her professional obligations or an infringement of the law, the Director may immediately suspend him or her for a specified or indefinite period.
2. The Director shall take this decision after hearing the contract staff member concerned, save in exceptional circumstances.

#### *Article 19*

1. The decision suspending a contract staff member shall state whether the contract staff member is to continue to receive his or her full remuneration during the period of suspension or what part thereof is to be withheld. The amount paid to the contract staff member shall not under any circumstances be less than the minimum subsistence figure corresponding to the basic salary of a contract staff member at grade C 1/1 with the addition of any family allowances payable.
2. The situation of a suspended contract staff member must be definitively settled within six months of the date on which the suspension takes effect. If no such decision is taken within six months, the contract staff member concerned shall be entitled to again receive full remuneration, subject to paragraph 3.
3. Remuneration may continue to be withheld in part after the six-month deadline referred to in paragraph 2 if the contract staff member concerned is the subject of criminal proceedings for the same acts and is in custody as a result of those proceedings. In such cases the contract staff member shall not receive full remuneration until the competent court has ordered the release of the contract staff member.
4. Sums withheld under paragraph 1 shall be repaid to the contract staff member if the final decision imposes a disciplinary measure no more severe than a written warning, reprimand or deferment of advancement to a higher step, or if no disciplinary measure is imposed. In the latter case, the repayment shall be made with compound interest at a rate of 3,5 % per year.

## Section 7

### **Parallel criminal prosecution**

#### *Article 20*

Where the contract staff member is prosecuted for the same acts, a final decision on disciplinary measures shall be taken only after a final judgment has been handed down by the court hearing the case.

## Section 8

### **Final provisions**

#### *Article 21*

A contract staff member on whom a disciplinary measure other than removal from post has been imposed may, after three years in the case of a written warning or reprimand and after six years in the case of any other disciplinary measure, submit a request for the deletion from his or her personal file of all reference to such measure. The Director shall decide whether to grant that request.

*Article 22*

Where new facts supported by relevant evidence come to light, disciplinary proceedings may be reopened by the Director on his or her own initiative or on application by the contract staff member concerned.

*Article 23*

If no case has been made against the contract staff member after an opinion has been delivered by the Disciplinary Board pursuant to Article 15 of this Annex, the contract staff member shall be entitled to request that the damage suffered should be made good through suitable publicity for the decision of the Director.

*Article 24*

The Director shall adopt implementing rules of these provisions.

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## ANNEX X

**APPEALS BOARD**

## 1. Jurisdiction

The Appeals Board shall have authority to settle disputes arising out of violations of the Staff Regulations or of the contracts referred to in Article 7 of the Staff Regulations. To that end it shall have jurisdiction with regard to appeals brought by serving or former contract staff members, or by their heirs or their representatives, against a decision of the Director.

## 2. Composition and status

- (a) The Appeals Board shall be composed of a Chair and two members. They may be replaced by deputies. All must have legal qualifications.
- (b) The Chair, his or her deputy, the members and their deputies shall be appointed by the Board of the Institute, for a period of three years, renewable, from outside the staff of the Institute. If any of them is at any time unable to serve, a new appointment shall be made for the unexpired term.
- (c) No meeting of the Appeals Board can be held unless the Chair, or his or her deputy, and two members, or their deputies, are present.
- (d) The members of the Appeals Board shall be fully independent in the exercise of their duties.
- (e) The emoluments of the Chair, members and deputies shall be fixed by the Board of the Institute.
- (f) The Appeals Board shall establish its own rules which shall be in line with the provisions of this Annex.

## 3. Secretariat of the Board

- (a) The Secretary of the Board shall be appointed by the Director and shall be a member of the staff of the Institute.
- (b) In the exercise of his or her duties, the Secretary of the Board shall act as a registrar and shall be subject only to the authority of the Board.

## 4. Appeals

- (a) Appeals submitted to the Board shall only be admissible if the appellant has previously failed to obtain satisfaction through an internal administrative appeal to the Director.
- (b) The appellant shall have a period of 20 days from the notification of the decision referred to in Article 28(3) of the Staff Regulations or from the date of rejection by one of the parties of the mediator's conclusions referred to in Article 28(4) of the Staff Regulations, in which to submit a written request that such decision be withdrawn or modified by the Appeals Board. That request shall be addressed to the Institute's Head of Administration and Personnel, who shall acknowledge receipt of it and initiate the procedure for convening the Board.
- (c) Appeals must be lodged with the Secretariat of the Appeals Board within two months of the date of notification of the decision complained of. Nevertheless, in exceptional cases, in particular where pensions are concerned, the Appeals Board may admit appeals lodged within one year of the date of notification of the decision complained of.
- (d) Appeals must be in writing. They must state all grounds of appeal put forward by the appellant and supporting documentary evidence must be produced at the same time.
- (e) Appeals shall not stay the execution of the decision being appealed.

#### 5. Preliminary procedure

- (a) Appeals shall be transmitted immediately to the Director, who shall make his or her comments thereon in writing. A copy of these comments shall, within one month from the date of lodging the appeal, be communicated to the Secretary of the Board, and to the appellant, who within 20 days may make a reply in writing, a copy of which shall be communicated immediately to the Director by the Secretary of the Board.
- (b) Appeals, together with the memorandums and the documentary evidence in support, the comments of the Director and the appellant's reply, if any, shall be communicated to the members of the Board by its Secretariat within three months of the lodging of the appeal and at least 15 days before the date of the meeting at which they are to be considered.

#### 6. Convening of the Board

The Appeals Board shall be convened by its Chair. It shall in principle consider appeals submitted to it within four months of the date on which they were lodged.

#### 7. Meetings of the Board

- (a) The meetings of the Appeals Board shall be held in private (unless the Board decides otherwise). The Board shall deliberate in secret.
- (b) The Director or his or her representative, and the appellant shall attend the proceedings. They may make oral statements in support of the grounds adduced in their memorandums.
- (c) The Board may require the production of any document that it deems useful for the consideration of the appeal before it. Documents so produced must also be communicated to the Director and the appellant.
- (d) The Board shall hear the parties and such witnesses as it deems may usefully give testimony in the proceedings. Any staff member called as a witness shall appear before the Board and may not refuse to give the required information.
- (e) Persons attending a meeting of the Board shall in no case divulge any facts coming to their notice or any opinions expressed during the proceedings.

#### 8. Decisions of the Board

- (a) In exceptional circumstances, the Board may make an interim order staying the execution of the decision being appealed, pending a final decision in accordance with points (b) and (c).
  - (b) Decisions shall be adopted by a majority vote. They shall be in writing and state the grounds on which they are based. There shall be no appeal from them, and they shall be enforceable for both parties within one clear day of their notification.
  - (c) The Board may, however, be requested to rectify a clerical or accidental mistake in a decision it has adopted. Requests for rectification must be submitted within six months of the date when the mistake was noted.
-