

DECISION
ADB(D)12-2009

SESAR Joint Undertaking rules on secondment of staff

THE ADMINISTRATIVE BOARD OF THE SESAR JOINT UNDERTAKING (SJU),

Having regard to Article 8 of the SESAR Joint Undertaking Statutes annexed to Council Regulation (EC) 219/2007 as last modified by Council Regulation (EC) 1361/2008 (here after respectively the "SJU Statutes" and the "SJU Regulation") which establishes that "*any member of the Joint Undertaking may propose to the Executive Director the secondment of members of its staff to the Joint Undertaking in accordance with conditions provided for in the relevant agreement referred to in Article 1(3) of these Statutes*" and that "*staff seconded to the Joint Undertaking must act with complete independence under the supervision of the Executive Director*",

In its ordinary meeting of 12 June 2009, **HAS DECIDED AS FOLLOWS:**

Article 1

The Board adopts the conditions on the secondment of staff of the members listed under Article 1.2 of the SJU Statutes to the Joint Undertaking, as contained in Annexe 1 to this decision.

The Board delegates the Executive Director to establish the necessary agreements in line with the aforementioned conditions and taking into account the particular nature of the founding members¹, for the secondment of staff of the founding members to the Joint Undertaking.

This decision shall enter into force on the date of its approval.

Done in Brussels, 12 June 2009.

For the Administrative Board

Daniel Calleja Crespo
The Chairperson

¹ The European Community and the European Organisation for the Safety of Air Navigation, Article 1.1 of the SJU Statutes

Annexe 1

CONDITIONS ACCORDING TO WHICH THE JOINT UNDERTAKING MEMBERS LISTED UNDER ARTICLE 1.2 OF THE SJU STATUTES MAY PROPOSE THE SECONDMENT OF THEIR STAFF TO THE JOINT UNDERTAKING.

1. Agreement

The secondment is subject to the signature of a specific agreement that will complement the membership Agreement to the SJU and detail the member's in-kind contribution under this secondment.

The secondment will be considered part of the member's in-kind contribution and will be co-financed up to 100% of the eligible costs mentioned in Section 6 below.

The secondment agreement will enter into force upon signature of the SJU and the member.

2. Duration of secondment

The secondment will be for an initial period of 2 years renewable for further period(s) of two years maximum and with an overall duration limited to the existence of the SJU.

3. Terms of reference

3.1. The terms of reference of the post for which a secondment is agreed shall be attached to the secondment agreement.

3.2. The seconded staff shall be responsible for the proper execution of tasks entrusted to him/her within the terms of reference. The SJU may give other tasks and responsibilities to the seconded staff if required by the internal organisation of the SJU.

4. Duty station

The duty station and place of work shall be in the SJU headquarters, located in Brussels, Belgium.

5. Legal status

5.1. The seconded staff will remain in the service of his/her employer throughout the entire duration of the secondment. Consequently, his/her employer will be responsible for paying his/her salary and the allowances, indemnities and benefits to which he/she is entitled according to his/her employment status and for his/her coverage by the social security and pension scheme to which he/she contributes over the duration of the secondment.

5.2. Any SJU member willing to second one of its staff to the SJU shall ensure that any staff assigned to the SJU for the performance of this secondment has the professional qualifications and experience required for the execution of the tasks assigned to him/her.

5.3. The seconded staff will follow the working hours and public holidays applicable to the SJU and the SJU operating Rules and Regulations.

5.4. In the event of disruption, either involving the action of a seconded staff or due to the fact that the expertise of the staff does not correspond to the profile required by the

SJU, the SJU shall have the right to request the replacement of any staff by stating in writing its reasons for doing so or to terminate the secondment with six months notice.

5.5. With respect to sick leave, annual leave and special leave, the relevant rules of the seconding SJU member shall apply. Nevertheless, the SJU supervisor of the seconded staff shall be consulted before the seconding member authorizes these leaves.

6. Eligible costs

The member seconding the staff shall receive a co-financing at the level of 100% of the eligible costs related to the secondment as listed here below, for the direct, actual, documented and auditable costs paid in relation to the secondment:

6.1. The salary, allowances, indemnities, benefits, Employer contributions to the social security and pension scheme paid to seconded staff at the moment of the secondment and their adjustments following the seconding member staff rules and procedures;

6.2. Expatriation allowance - the gross amount corresponding to the maximum net amount 1.500,- EUR net per month paid to the staff member as expatriation allowance;

6.3. Una tantum installation allowance - the gross amount corresponding to the following maximum net amounts paid to the staff member as installation allowance:

- 4.000,- EUR in the case of a married staff with two or more children;
- 3.000,- EUR in the case of a married staff with one child;
- 2.000,- EUR in case of a single staff without children.

6.4. Travel allowance - the travel expenses for the seconded staff member, the spouse and dependants actually living in the household:

- On taking up his appointment, from the place where he/she was employed to the place where he/she is seconded;
- On termination of secondment from the place where he is seconded to the place of origin;
- Once a year a sum equivalent to the cost of travel from the place of secondment to the place of origin.

These travel expenses shall be reimbursed following the SJU Mission.

6.5. Removal allowance - the expenses incurred in respect of removal of furniture and personal effects, including the cost of insurance against ordinary risks (breakage, theft, fire), from the place of origin to the place of secondment. The same at the moment of the termination of service. Such reimbursement shall not exceed the amount of an estimate approved in advance. Not less than two estimates shall be submitted to the appropriate services in the SJU, which may, if they consider the estimates to be excessive, select another removal firm. In the latter case, entitlement to reimbursement may be limited to the amount of that firm's estimate.

6.6. The expatriation allowance, installation allowance, travel allowance, and removal allowance can be considered eligible only in case the secondment location is in a different country from the place of origin and at least 200 KMS away from the place of origin or work location at the moment of the secondment.

The member seconding the staff can alternatively opt for a maximum reimbursement rate of EUR 12.634,00 per month covering the costs under 5.6.1 and 5.6.2 above. The maximum reimbursement rate is not a flat rate and shall be auditable and justifiable.

7. Mission Expenses

The SJU will bear the expenses for duty travel of the seconded staff following the SJU Mission Rules.

8. Payments

The member seconding staff shall submit an audited cost breakdown form including the eligible costs related to the secondment once a year, as part of the annual Certificate on Financial Statements. The SJU will pay the member in accordance with Article 11 of the Multilateral Framework Agreement ("Payments").

9. Financial Records

The member seconding a staff member to the SJU shall keep record of the eligible costs co-financed by the SJU up to 5 years after the payment of the final balance.

10. Audit

The provisions of the Multilateral Framework Agreement signed by the member are applicable to the secondment agreement.

11. Absence of Conflict of Interest

11.1. The SJU member seconding staff to the SJU shall take all necessary measures to ensure that the seconded staff carries out his/her functions with the necessary independence of action and is not subject to any direct or indirect pressure or influence from the seconding SJU member or any third parties, that would prejudice the correct and efficient execution of his/her tasks.

11.2. Should any conflict of interest be reported to the seconding SJU member or be potentially detected, the seconding SJU member should immediately report it to the SJU Executive Director so as to commonly decide on the management of this situation.

11.3. Staff seconded to the SJU must disclose any direct or indirect personal interest in the outcome of the duties which are assigned to them.

11.4. So as to ensure the independence of seconded experts, they will be required to sign a declaration on independence, confidentiality and conflict of interest in accordance with the SJU Administrative Board Decision dated 1 December 2008 concerning the terms and conditions for internal investigations in relation to the prevention of fraud, corruption and any illegal activity detrimental to the Communities' interests.