

DECISION

ADB(D)07-2017

SESAR Joint Undertaking rules on secondment of SJU Selected Members staff to the SESAR Joint Undertaking

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

Having regard to:

- Council Regulation (EC) No 219/2007 of 27 February 2007, on the establishment of a Joint Undertaking to develop the new generation of the European Air Traffic Management system (SESAR)¹ as amended by Council Regulation (EC) No 1361/2008 of 16 December 2008² and by Council Regulation (EU) No 721/2014 of 16 June 2014³ ('SJU Regulation'), and in particular Article 5(1)(p) and Article 8 of the Annex to the SJU Regulation,
- The SESAR Joint Undertaking Membership Agreement ref. SJU/LC/307-CTR, which entered into force on 6 July 2016 and was signed by the SJU, EUROCONTROL and the SJU's 19 selected Members by virtue of Decision ADB(D)02-2016 (the "Selected Members"),

Whereas:

- Staff seconded to the Joint Undertaking must act with complete independence under the supervision of the Executive Director,
- The written procedure launched on 18 May 2017 for the SESAR Joint Undertaking rules on secondment of staff was closed with a positive result on 2017.

HAS DECIDED AS FOLLOWS:

Article 1

The Administrative Board adopts the conditions on the secondment of staff of the SJU Selected Members, as detailed in Annex 1 to this decision.

The Administrative Board delegates the Executive Director to establish the necessary agreements in line with the aforementioned conditions.

Article 2

The Decision ADB(D)12-2009 dated 12 June 2009 is repealed.

¹ OJ L 64, 2.3.2007, p. 1

² OJ L 352, 31.12.2008, p. 12

³ OJ L 192, 1.7.2014, p. 1

The decision shall enter into force on the date of its adoption and have retroactive effect as of 1 January 2017.

Done in Brussels, 31 May 2017

For the Administrative Board

The Chairperson
Henrik Hollei
[signed]

ANNEX 1

Conditions governing the secondment of SJU Selected Members staff to the SESAR Joint Undertaking⁴

1. Agreement

The secondment to the SJU is subject to the signature of a secondment agreement that will complement the SJU Membership Agreement and detail the Selected Member's contribution under this secondment.

Any secondment accepted by the SJU shall be considered as Additional Contribution in the meaning of Article 10.4 of the Membership Agreement and will be fully reimbursed under the conditions defined in Sections 6 and 7 below.

The secondment agreement will be effective upon signature of the SJU and the Selected 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 defined under the terms of reference. The SJU may give other tasks to the seconded staff if required by the internal organisation of the SJU and agreed by the Selected Member.

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 its 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 Selected Member willing to second one of its staff to the SJU shall ensure that the staff member 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.

⁴ When not defined in this Decision, terms identified with capital letters in this Decision shall refer to terms defined in the SJU Membership Agreement ref. SJU/LC/307-CTR

- 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 the relevant staff member by stating in writing its reasons for doing so or to terminate the secondment with three 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 Executive Director shall be consulted before the seconding Member authorizes these leaves.

6. Reimbursement of the costs

The Selected Member seconding the staff shall be fully reimbursed for 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. One-off 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 or single staff member that has two or more children;
 - 3.000,- EUR in the case of a married or single staff member that has one child;
 - 2.000,- EUR in case of a married or single staff member 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/her 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/she 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 Rules.

- 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 writing by SJU 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 reimbursed by SJU 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 Selected Member seconding the staff can alternatively opt for a maximum reimbursement rate of EUR 12.634,00 per month covering the costs under 6.1 and 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. Reporting

The Selected Member seconding staff shall submit a cost breakdown form detailing the costs related to the secondment once a year, in accordance to Article 10.4 and 10.3.3 of SJU Membership Agreement.

9. Financial Records

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

10. Audit

The SJU reserves the right to perform an audit on the declared costs.

11. Absence of Conflict of Interest

- 11.1. The SJU Selected 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 Selected 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 to the SJU Executive Director 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 ADB(D)10-2008 dated 1 December 2008 as amended by Decision ADB(D)03-2012.