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COUNCIL DECISION

of 24 September 2004

concerning the Staff Regulations of the European Defence Agency

(2004/676/EC)

(OJ L 310, 7.10.2004, p. 9)

Amended by:

		Official Journal		
		No	page	date
►**M1**	Council Decision 2007/215/EC of 29 January 2007	L 95	21	5.4.2007

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COUNCIL DECISION

of 24 September 2004

concerning the Staff Regulations of the European Defence Agency

(2004/676/EC)

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Council Joint Action 2004/551/CFSP of 12 July 2004 on the establishment of the European Defence Agency ([1]), and in particular Article 11(3)(3.1) thereof,

HAS DECIDED AS FOLLOWS:

TITLE I

GENERAL PROVISIONS

Article 1

1. These Staff Regulations shall apply to staff engaged under contract by the European Defence Agency (hereinafter referred to as 'staff member' and 'Agency' respectively).

Such staff shall be:

— temporary staff,

— contract staff.

2. For the purpose of these Staff Regulations, the authority authorised to conclude contracts (hereinafter referred to as 'AACC') shall be determined in accordance with the relevant provisions of the Joint Action 2004/551/CFSP.

3. 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.

TITLE II

TEMPORARY STAFF

CHAPTER 1

General provisions

Article 2

For the purposes of these Staff Regulations, 'temporary staff' means staff engaged to fill temporarily a post included in the list of posts appended to the budget of the Agency.

Article 3

Temporary staff shall not be engaged for more than four years but their engagement may be limited to any shorter duration. Their contracts may be renewed not more than once for a maximum period of two years if the possibility of renewal has been provided for in the initial contract and within the limits provided for in that contract. At the end of that time, they shall no longer be employed as temporary staff under these provisions.

([1]) OJ L 245, 17.7.2004, p. 17.

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Article 4

Temporary staff shall not be engaged for any purpose other than that of filling, in accordance with these Staff Regulations, vacant posts included in the list of posts appended to the budget of the Agency.

Article 5

1. In the application of these Staff Regulations, any discrimination based on any ground such as sex, race, colour, ethnic or social origin, genetic features, language, religion or belief, political or any other opinion, membership of a national minority, property, birth, disability, age, or sexual orientation shall be prohibited.

For the purposes of these Staff Regulations, non-marital partnerships shall be treated as marriage provided that all the conditions listed in Article 1(2)(c) of Annex V are fulfilled.

2. With a view to ensuring full equality in practice between men and women in working life, which shall be an essential element to be considered in the implementation of all aspects of these Staff Regulations, the principle of equal treatment shall not prevent the Agency from maintaining or adopting measures providing for specific advantages in order to make it easier for the underrepresented sex to pursue a vocational activity or to prevent or compensate for disadvantages in professional careers.

3. The Agency shall determine, after consulting the Staff Committee, measures and actions to promote equal opportunities for men and women in the areas covered by these Staff Regulations, and shall adopt the appropriate provisions notably to redress such de facto inequalities as hamper opportunities for women in these areas.

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4. For the purposes of paragraph 1, a person has a disability if he has a physical or mental impairment that is, or is likely to be, permanent. The impairment shall be determined according to the procedure set out in Article 37.

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A person with a disability meets the conditions laid down in Article 36 (2)(d) if he can perform the essential functions of the job when reasonable accommodation is made.

'Reasonable accommodation', in relation to the essential functions of the job, shall mean appropriate measures, where needed, to enable a person with a disability to have access to, participate in, or advance in employment, or to undergo training, unless such measures would impose a disproportionate burden on the employer.

5. Where persons covered by these Staff Regulations, who consider themselves wronged because the principle of equal treatment as set out above has not been applied to them, establish facts from which it may be presumed that there has been direct or indirect discrimination, the onus shall be on the Agency to prove that there has been no breach of the principle of equal treatment. This provision shall not apply in disciplinary proceedings.

6. While respecting the principle of non-discrimination and the principle of proportionality, any limitation of their application must be justified on objective and reasonable grounds and must be aimed at legitimate objectives in the general interest in the framework of staff policy.

Article 6

1. Members of temporary staff in active employment shall have access to measures of a social nature adopted by the Agency and to services provided by the Staff Committee. Former members of

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temporary staff may have access to limited specific measures of a social nature.

2. Members of temporary staff in active employment shall be accorded working conditions complying with appropriate health and safety standards at least equivalent to the minimum requirements applicable under measures adopted in these areas pursuant to the Treaties.

Article 7

1. The posts covered by these Staff Regulations shall be classified, according to the nature and importance of the duties to which they relate, in an administrators' function group (hereinafter 'AD') and an assistants' function group (hereinafter 'AST').

2. Function group AD shall comprise twelve grades, corresponding to administrative, advisory, linguistic and scientific duties. Function group AST shall comprise eleven grades, corresponding to executive, technical and clerical duties.

3. Appointment shall require at least

(a) in function group AST:

(i) a level of post-secondary education attested by a diploma, or

(ii) a level of secondary education attested by a diploma giving access to post-secondary education, and appropriate professional experience of at least three years, or

(iii) where justified in the interests of the service, professional training or professional experience of an equivalent level.

(b) in function group AD for grades 5 and 6:

(i) a level of education which corresponds to completed university studies of at least three years attested by a diploma, or

(ii) where justified in the interest of the service, professional training of an equivalent level.

(c) in function group AD for grades 7 to 16:

(i) a level of education which corresponds to completed university studies attested by a diploma when the normal period of university education is four years or more, or

(ii) a level of education which corresponds to completed university studies attested by a diploma and appropriate professional experience of at least one year when the normal period of university education is at least three years, or

(iii) where justified in the interests of the service, professional training of an equivalent level.

4. A table showing types of posts is given in Annex VII. By reference to this table, the Agency shall define the duties and powers attaching to each type of post after consulting the Staff Committee.

Article 8

1. The AACC shall, acting solely in the interest of the service and without regard to nationality, assign each member of temporary staff by appointment or transfer to a post in his function group which corresponds to his grade.

A member of temporary staff may apply for a transfer within the Agency.

2. A member of temporary staff may be called upon to occupy temporarily a post in a grade in his function group which is higher

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than his substantive grade. From the beginning of the fourth month of such temporary posting, he shall receive a differential allowance equal to the difference between the remuneration carried by his substantive grade and step, and the remuneration he would receive in respect of the step at which he would be classified if he were appointed to the grade of his temporary posting.

The duration of a temporary posting shall not exceed one year, except where, directly or indirectly, the posting is to replace a member of temporary staff who is seconded to another post in the interests of the service, called up for military service or absent on protracted sick leave.

Article 9

1. The grade and step at which temporary staff are engaged shall be stated in their contract.

2. Assignment of temporary staff to a post carrying a higher grade than that at which they were engaged shall be recorded in an agreement supplementary to their contract of service.

CHAPTER 2

Rights and obligations

Article 10

1. A member of temporary staff shall carry out his duties and conduct himself solely with the interests of the Agency in mind; he shall neither seek nor take instructions from any government, authority, organisation or person outside the Agency. He shall carry out the duties assigned to him objectively, impartially and in keeping with his duty of loyalty to the Agency.

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2. A member of temporary staff shall not without the permission of the AACC accept from any government or from any other source outside the Agency any honour, decoration, favour, gift or payment of any kind whatever, except for services rendered either before his appointment or during special leave for military or other national service and in respect of such service.

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Article 11

1. A member of temporary staff shall not, in the performance of his duties and save as hereinafter provided, deal with a matter in which, directly or indirectly, he has any personal interest such as to impair his independence, and, in particular, family and financial interests.

2. Any member of temporary staff to whom it falls, in the performance of his duties, to deal with a matter referred to above shall immediately inform the AACC. The AACC shall take any appropriate measure, and may in particular relieve the member of temporary staff from responsibility in this matter.

3. A member of temporary staff may neither keep nor acquire, directly or indirectly, in undertakings which are subject to the authority of the Agency or which have dealings with the Agency, any interest of such kind or magnitude as might impair his independence in the performance of his duties.

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Article 12

A member of temporary staff shall refrain from any action or behaviour which might reflect adversely upon his position.

Article 13

1. Members of temporary staff shall refrain from any form of psychological or sexual harassment.

2. A member of temporary staff who has been the victim of psychological or sexual harassment shall not suffer any prejudicial effects on the part of the Agency. A member of temporary staff who has given evidence on psychological or sexual harassment shall not suffer any prejudicial effects on the part of the Agency, provided the member of temporary staff has acted honestly.

3. 'Psychological harassment' means any improper conduct that takes place over a period, is repetitive or systematic and involves physical behaviour, spoken or written language, gestures or other acts that are intentional and that may undermine the personality, dignity or physical or psychological integrity of any person.

4. 'Sexual harassment' means conduct relating to sex which is unwanted by the person to whom it is directed and which has the purpose or effect of offending that person or creating an intimidating, hostile, offensive or disturbing environment. Sexual harassment shall be treated as discrimination based on gender.

Article 14

1. Subject to Article 16, a member of temporary staff wishing to engage in an outside activity, whether paid or unpaid, or to carry out any assignment outside the Agency, shall first obtain the permission of the AACC. Permission shall be refused only if the activity or assignment in question is such as to interfere with the performance of the member of temporary staff's duties or is incompatible with the interests of the Agency.

2. A member of temporary staff shall notify the AACC of any changes in a permitted outside activity or assignment, which occur after the member of temporary staff has sought the permission of the AACC under paragraph 1. Permission may be withdrawn if the activity or assignment no longer meets the conditions referred to in the last sentence of paragraph 1.

Article 15

If the spouse of member of temporary staff is in gainful employment, the member of temporary staff shall inform the AACC. Should the nature of the employment prove to be incompatible with that of the member of temporary staff and if the member of temporary staff is unable to give an undertaking that it will cease within a specified period, the AACC shall, after consulting the Staff Committee, decide whether the member of temporary staff shall continue in his post or be transferred to another post.

Article 16

1. A member of temporary staff who intends to stand for public office shall notify the AACC. The AACC shall decide, in the light of the interests of the service, whether the member of temporary staff concerned:

(a) should be required to apply for leave on personal grounds, or

(b) should be granted annual leave, or

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(c) may be authorised to discharge his duties on a part-time basis, or

(d) may continue to discharge his duties as before.

2. A member of temporary staff elected or appointed to public office shall immediately inform the AACC. The AACC shall, having regard to the interests of the service, the importance of the office, the duties it entails and the remuneration and reimbursement of expenses incurred in carrying out those duties, take one of the decisions referred to in paragraph 1. If the member of temporary staff is required to take leave on personal grounds or is authorised to discharge his duties on a part-time basis, the period of such leave or part-time working shall correspond to the member of temporary staff's term of office.

Article 17

A member of temporary staff shall, after leaving the service, continue to be bound by the duty to behave with integrity and discretion as regards the acceptance of certain appointments or benefits.

Members of temporary staff intending to engage in an occupational activity, whether gainful or not, within two years of leaving the service shall inform the Agency thereof. If that activity is related to the work carried out by the member of temporary staff during the last three years of service and could lead to a conflict with the legitimate interests of the Agency, the AACC may, having regard to the interests of the service, either forbid him from undertaking it or give its approval subject to any conditions it thinks fit. The Agency shall, after consulting the Staff Committee, notify its decision within 30 working days of being so informed. If no such notification has been made by the end of that period, this shall be deemed to constitute implicit acceptance.

Article 18

1. A member of temporary staff shall refrain from any unauthorised disclosure of information received in the line of duty, unless that information has already been made public or is accessible to the public.

2. A member of temporary staff shall continue to be bound by this obligation after leaving the service.

Article 19

1. A member of temporary staff has the right to freedom of expression, with due respect to the principles of loyalty and impartiality.

2. Without prejudice to Articles 12 and 18, a member of temporary staff who intends to publish or cause to be published, whether alone or with others, any matter dealing with the work of the Agency shall inform the AACC in advance.

Where the AACC is able to demonstrate that the matter is liable seriously to prejudice the legitimate interests of the Agency, the AACC shall inform the member of temporary staff of its decision in writing within 30 working days of receipt of the information. If no such decision is notified within the specified period, the AACC shall be deemed to have had no objections.

Article 20

1. All rights in any writings or other work done by any member of temporary staff in the performance of his duties shall be the property of the Agency to whose activities such writings or work relate. The Agency shall have the right to acquire compulsorily the copyright in such works.

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2. Any invention made by a member of temporary staff in the course of or in connection with the performance of his duties shall be the undisputed property of the Agency. The Agency may, at its own expense, apply for and obtain patents therefor in all countries. Any invention relating to the work of the Agency made by a member of temporary staff during the year following the expiration of his term of duty shall, unless proved otherwise, be deemed to have been made in the course of or in connection with the performance of his duties. Where inventions are the subject of patents, the name of the inventor or inventors shall be stated.

3. The Agency may in appropriate cases award a bonus, the amount of which shall be determined by the Agency, to a member of temporary staff who is the author of a patented invention.

Article 21

A member of temporary staff shall not, without permission from the AACC, disclose on any grounds whatever, in any legal proceedings information of which he has knowledge by reason of his duties. Permission shall be refused only where the interests of the Agency so require and such refusal would not entail criminal consequences as far as the member of temporary staff is concerned. A member of temporary staff shall continue to be bound by this obligation after leaving the service.

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The provisions of the preceding subparagraph shall not apply to a member of temporary staff or former member of temporary staff giving evidence before the Appeal Board or before the Disciplinary Board on a matter concerning a member of temporary staff or former member of temporary staff.

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Article 22

A member of temporary staff shall reside either in the place where he is employed or at no greater distance therefrom as is compatible with the proper performance of his duties. The member of temporary staff shall notify the AACC of his address and inform it immediately of any changes of address.

Article 23

A member of temporary staff, whatever his rank, shall assist and tender advice to his superiors; he shall be responsible for the performance of the duties assigned to him.

A member of temporary staff in charge of any branch of the service shall be responsible to his superiors in respect of the authority conferred on him and for the carrying out of instructions given by him. The responsibility of his subordinates shall in no way release him from his own responsibility.

Article 24

1. A member of temporary staff who receives orders which he considers to be irregular or likely to give rise to serious difficulties shall inform his immediate superior, who shall, if the information is given in writing, reply in writing. Subject to paragraph 2, if the immediate superior confirms the orders and the member of temporary staff believes that such confirmation does not constitute a reasonable response to the grounds of his concern, the member of temporary staff shall refer the question in writing to the hierarchical authority immediately above. If the latter confirms the orders in writing, the member of

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temporary staff shall carry them out unless they are manifestly illegal or constitute a breach of the relevant safety standards.

2. If the immediate superior considers that the orders must be executed promptly, the member of temporary staff shall carry them out unless they are manifestly illegal or constitute a breach of the relevant safety standards. At the request of the member of temporary staff, the immediate superior shall be obliged to give such orders in writing.

Article 25

A member of temporary staff may be required to make good, in whole or in part, any damage suffered by the Agency as a result of serious misconduct on his part in the course of or in connection with the performance of his duties.

A reasoned decision shall be given by the AACC authority in accordance with the procedure laid down in regard to disciplinary matters.

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

Article 26

1. Any member of temporary staff who, in the course of or in connection with the performance of his duties, becomes aware of facts which gives rise to a presumption of the existence of possible illegal activity, including fraud or corruption, detrimental to the interests of the Agency, or of conduct relating to the discharge of professional duties which may constitute a serious failure to comply with the obligations of members of temporary staff of the Agency shall without delay inform either his immediate superior or, if he considers it useful, the Chief Executive of the Agency.

Information referred to in the first subparagraph shall be given in writing.

2. A member of temporary staff shall not suffer any prejudicial effects on the part of the Agency as a result of having communicated the information referred to in paragraph 1, provided that he acted reasonably and honestly.

3. Paragraphs 1 and 2 shall not apply to documents, deeds, reports, notes or information in any form whatsoever held for the purposes of, or created or disclosed to the member of temporary staff in the course of, proceedings in legal cases, whether pending or closed.

Article 27

1. A member of temporary staff who further discloses information as defined in Article 26 to the President of the Council of the European Union or of the European Parliament, shall not suffer any prejudicial effects on the part of the Agency provided that both of the following conditions are met:

(a) the member of temporary staff honestly and reasonably believes that the information disclosed, and any allegation contained in it, are substantially true; and

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(b) the member of temporary staff has previously disclosed the same information to the Agency and has allowed the Agency the period of time set by it, given the complexity of the case, to take appropriate action. The member of temporary staff shall be duly informed of that period of time within 60 days.

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2. The period referred to in paragraph 1 shall not apply where the member of temporary staff can demonstrate that it is unreasonable having regard to all the circumstances of the case.

3. Paragraphs 1 and 2 shall not apply to documents, deeds, reports, notes or information in any form whatsoever held for the purposes of, or created or disclosed to the member of temporary staff in the course of, proceedings in legal cases, whether pending or closed.

Article 28

The Agency shall assist any member of temporary staff, in particular in proceedings against any person perpetrating threats, insulting or defamatory acts or utterances, or any attack to person or property to which he or a member of his family is subjected by reason of his position or duties.

It shall compensate the member of temporary staff for damage suffered in such cases, in so far as the member of temporary staff did not either intentionally or through grave negligence cause the damage and has been unable to obtain compensation from the person who did cause it.

Article 29

The Agency shall facilitate such further training and instruction for member of temporary staffs as is compatible with the proper functioning of the service and is in accordance with its own interests.

Such training and instruction shall be taken into account for purposes of promotion in their careers.

Article 30

Members of temporary staff shall be entitled to exercise the right of association; they may in particular be members of trade unions or staff associations.

Article 31

Members of temporary staff may submit requests concerning issues covered by these Staff Regulations to the AACC.

Any decision relating to a specific individual which is taken under these Staff Regulations shall at once be communicated in writing to the member of temporary staff concerned. Any decision adversely affecting a member of temporary staff shall state the grounds on which it is based.

Specific decisions regarding appointment, establishment, promotion, transfer, determination of administrative status and termination of service of a member of temporary staff shall be published in the Agency. The publication shall be accessible to all staff for an appropriate period of time.

Article 32

The personal file of a member of temporary staff shall contain:

(a) all documents concerning his administrative status and all reports relating to his ability, efficiency and conduct;

(b) any comments by the member of temporary staff on such documents.

Documents shall be registered, numbered and filed in serial order; the documents referred to in subparagraph (a) may not be used or cited by

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the Agency against a member of temporary staff unless they were communicated to him before they were filed.

The communication of any document to a member of temporary staff shall be evidenced by his signing it or, failing that, shall be effected by registered letter to the last address communicated by the member of temporary staff.

A member of temporary staff's personal file shall contain no reference to his political, trade union, philosophical or religious activities and views, or to his racial or ethnic origin or sexual orientation.

The precedent paragraph shall not however prohibit the insertion in the file of administrative acts and documents known to the member of temporary staff which are necessary for the application of these Staff Regulations.

There shall be only one personal file for each member of temporary staff.

A member of temporary staff shall have the right, even after leaving the service, to acquaint himself with all the documents in his file and to take copies of them.

The personal file shall be confidential and may be consulted only in the offices of the administration or on a secure electronic medium. It shall, however, be forwarded to the Appeal Board if an action concerning the member of temporary staff is brought.

Article 33

Members of temporary staff shall have the right to acquaint themselves with their medical files, in accordance with arrangements to be laid down by the Agency.

Article 34

Any decision requiring damage suffered by the Agency as a result of serious misconduct to be made good, as provided for in Article 25, shall be taken by the AACC after observing the formalities provided for in cases of dismissal for serious misconduct.

Decisions relating to individual members of the temporary staff shall be published as provided for in Article 31.

Article 35

The privileges and immunities enjoyed by members of the temporary staff are accorded solely in the interests of the Agency. Members of the temporary staff shall not be exempt from fulfilling their private obligations or from complying with the laws and police regulations in force.

When privileges and immunities are in dispute, the member of the temporary staff concerned shall immediately inform the Agency.

CHAPTER 3

Conditions of engagement

Article 36

1. The engagement of temporary staff shall be directed to securing for the Agency the services of persons of the highest standard of ability, efficiency and integrity, recruited on the broadest possible geographical basis from among nationals of Member States participating in the Agency.

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Temporary staff shall be selected without distinction as to race, political, philosophical or religious beliefs, sex or sexual orientation and without reference to their marital status or family situation.

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No posts shall be reserved for nationals of any specific Member State.

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2. A member of the temporary staff may be engaged only on condition that:

(a) he is a national of one of the participating Member States and enjoys his full rights as a citizen;

(b) he has fulfilled any obligations imposed on him by the laws concerning military service;

(c) he produces the appropriate character references as to his suitability for the performance of his duties;

(d) he is physically fit to perform his duties; and

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(e) he produces evidence of a thorough knowledge of one of the languages of the participating Member States and of a satisfactory knowledge of another language of the participating Member States to the extent necessary for the performance of his duties.

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3. The Steering Board shall adopt specific provisions on the procedures for recruitment of temporary staff, as necessary, within the framework of the Joint Action 2004/551/CFSP.

Article 37

Before being engaged, a member of the temporary staff shall be medically examined by a medical officer authorised by the Agency in order that the Agency may be satisfied that he fulfils the requirements of Article 36(2)(d).

Where a negative medical opinion is given as a result of the medical examination provided for in the first subparagraph, the candidate may, within 20 days of being notified of this opinion by the Agency, request that his case be submitted for the opinion of a medical committee composed of three doctors chosen by the AACC from among the Agency's medical officers. The medical officer responsible for the initial negative opinion shall be heard by the medical committee. The candidate may refer the opinion of a doctor of his choice to the medical committee. Where the opinion of the medical committee confirms the conclusions of the medical examination provided for in the first subparagraph, the candidate shall pay 50 % of the fees and of the incidental costs.

Article 38

A member of the temporary staff may be required to serve a probationary period not exceeding six months.

Where, during his probationary period, a member of the temporary staff is prevented, by sickness or accident, from performing his duties for one month or more, the AACC may extend his probationary period by the corresponding length of time.

Not less than one month before the expiry of the probationary period, a report shall be made on the ability of the member of the temporary staff to perform the duties pertaining to his post and also on his conduct and efficiency in the service. The report shall be communicated to the person concerned, who shall have the right to submit his comments in writing. A member of the temporary staff whose work has not proved adequate to justify retention in his post shall be dismissed.

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However, the AACC may, in exceptional circumstances, extend the probationary period for a maximum of six months, and possibly assign the member of the temporary staff to another department.

A report on the probationary member of temporary staff may be made at any time during the probationary period if his work is proving obviously inadequate. The report shall be communicated to the person concerned, who shall have the right to submit his comments in writing. On the basis of the report, the AACC may decide to dismiss the member of the temporary staff before the end of the probationary period by giving him one month's notice.

Article 39

1. A member of temporary staff shall be recruited at the first step in his grade.

The AACC may allow additional seniority up to a maximum of 24 months to take account of his professional experience. General implementing provisions shall be adopted to give effect to this Article.

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2. A member of temporary staff who has been at one step in his grade for two years shall automatically advance to the next step in that grade.

If a member of temporary staff is appointed head of unit, director or director-general, and provided that he has performed his new duties satisfactorily during the first nine months, he shall retroactively benefit from advancement by one step in his grade at the time the appointment comes into effect. This advancement shall lead to an increase in his basic monthly salary corresponding to the percentage between the first and the second step in each grade.

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►M1 3. ◄ Where a member of the temporary staff is assigned to a post corresponding to a higher grade, as provided for in the second paragraph of Article 9, he shall be placed in the initial step in that grade. However, members of the temporary staff in grades AD 9 to AD 13 carrying out the duties of head of unit who are appointed to a higher grade shall be placed in the second step of the new grade. The same arrangement shall apply to any member of the temporary staff who upon promotion is appointed director or director-general.

Article 40

The ability, efficiency and conduct in the service of each member of temporary staff shall be the subject of a periodical report made at least once every two years. The Chief Executive shall lay down provisions conferring the right to lodge an appeal within the reporting procedure, which has to be exercised before lodging a complaint as referred to in Article 167(2).

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The report shall be communicated to the member of temporary staff. He shall be entitled to make any comments thereon which he considers relevant.

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CHAPTER 4

Working conditions

Section A

Parental or family leave

Article 41

A member of temporary staff shall be entitled to up to six months of parental leave without basic salary for every child, to be taken during the first twelve years after the birth or adoption of the child. The duration of the leave may be doubled for single parents recognised under general implementing provisions adopted by the Agency. The minimum leave taken at any one time shall not be less than one month.

During parental leave, the member of temporary staff's membership of the social security scheme shall continue; the acquisition of pension rights, dependent child allowance and education allowance shall be maintained. The member of temporary staff shall retain his post, and continue to be entitled to advancement to a higher step or promotion in grade. The leave may be taken as full-time or half-time leave. Where parental leave is taken in the form of half-time leave, the maximum period provided for in the first paragraph shall be doubled. During parental leave, the member of temporary staff shall be entitled to an allowance of EUR 798,77 per month or 50 % of such sum if on half-time leave but may not engage in any other gainful employment. The full contribution to the social security scheme provided for in Articles 67 and 68 shall be borne by the Agency and calculated on the basis of the basic salary of the member of temporary staff.

However, in the case of half-time leave this provision shall apply only to the difference between the full basic salary and the proportionally reduced basic salary. For the part of the basic salary actually received, the member of temporary staff's contribution shall be calculated by using the same percentages as if he were in full-time employment.

The allowance shall be EUR 1 065,02 per month, or 50 % of such sum if the member of temporary staff is on half-time leave, for the single parents referred to in the first subparagraph and during the first three months of parental leave where such leave is taken by the father during maternity leave or by either parent immediately after maternity leave or during or immediately after adoption leave. The amounts mentioned in this Article shall be adapted in line with remuneration.

Article 42

In the case of medically certified serious illness or disability of a member of temporary staff's spouse, relative in the ascending line, relative in the descending line, brother or sister, the member of temporary staff shall be entitled to a period of family leave without basic salary. The total period of such leave shall not exceed nine months over the member of temporary staff's entire career.

The second subparagraph of Article 41 shall apply.

Section B

Hours of work

Article 43

Members of temporary staff in active employment shall at all times be at the disposal of Agency. However, the normal working week shall not exceed 42 hours, the hours of the working day to be determined by the AACC. Within the same limits, the AACC may, after consulting the

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Staff Committee, determine the hours to be worked by certain groups of members of temporary staff engaged on particular duties.

A member of temporary staff may, moreover, be required because of the exigencies of the service or safety rules to remain on standby duty at his place of work or at home outside normal working hours. The Agency shall lay down detailed rules for the application of this paragraph after consulting the Staff Committee.

Article 44

1. A member of temporary staff may request authorisation to work part time.

The AACC may grant such authorisation if this is compatible with the interests of the service.

2. The member of temporary staff shall be entitled to authorisation in the following cases:

(a) to care for a child under 9 years of age,

(b) to care for a child aged between 9 and 12, if the reduction in working time is no more than 20 % of normal working time,

(c) to care for a seriously ill or disabled spouse, relative in the ascending line, relative in the descending line, brother or sister,

(d) to take part in further training, or

(e) as of the age of 55 during the last five years before retirement.

Where part-time is requested in order to take part in further training, or as of the age of 55 the AACC may refuse authorisation or postpone its date of effect only in exceptional circumstances and for overriding service-related reasons.

Where such entitlement to authorisation is exercised to care for a seriously ill or disabled spouse, relative in the ascending line, relative in the descending line, brother or sister, or to take part in further training, the total of all such periods shall not exceed five years over the member of temporary staff's career.

3. The AACC shall reply to the member of temporary staff's request within 60 days.

4. The rules governing part-time work and the procedure for granting authorisation are laid down in Annex II.

Article 45

A member of temporary staff may request authorisation to work half-time in the form of job-sharing in a post identified by the AACC as appropriate for that purpose. The authorisation to work half-time by job-sharing shall not be limited in time. It may, however, be withdrawn by the AACC in the interests of the service giving the member of temporary staff six months' notice. Likewise, the AACC may, on application of the member of temporary staff concerned and giving at least six months' notice, withdraw the authorisation. In this case, the member of temporary staff may be transferred to a different post.

Article 53 and, except for the third sentence of paragraph 2, Article 3 of Annex II shall apply. The AACC may lay down detailed rules for the application of this Article.

Article 46

A member of temporary staff may not be required to work overtime except in cases of urgency or exceptional pressure of work; night work and all work on Sundays or public holidays may be authorised only in

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accordance with the procedure laid down by the AACC. The total overtime which a member of temporary staff may be asked to work shall not exceed 150 hours in any six months.

Overtime worked by members of temporary staff in function group AD, and in function group AST 5 to 11 shall carry no right to compensation or remuneration.

As provided for in Annex IV, overtime worked by members of temporary staff in grade AST 1 to AST 4 shall entitle them either to compensatory leave or to remuneration where the requirements of the service do not allow compensatory leave during the month following that in which the overtime was worked.

Article 47

A member of temporary staff who is expected to work regularly at night, on Saturdays, Sundays or public holidays shall be entitled to special allowances when doing shiftwork which is required by the Agency because of the exigencies of the service or safety rules and which is regarded by it as a regular and permanent feature.

The AACC shall determine the categories of members of temporary staff entitled to such allowances, and the rates and conditions thereof.

The normal working hours of a member of temporary staff on shiftwork must not exceed the annual total of normal working hours.

Article 48

A member of temporary staff shall be entitled to special allowances when required in accordance with a decision taken by the AACC because of the exigencies of the service or safety rules to remain on standby duty at his place of work or at home outside normal working hours.

The AACC shall determine the categories of members of temporary staff entitled to such allowances, the conditions for granting the allowances and also the rates thereof.

Article 49

Special allowances may be granted to certain members of temporary staff to compensate for particularly arduous working conditions.

The Agency shall determine the categories of beneficiaries, and the rates and conditions of such special allowances.

Section C

Leave

Article 50

Members of temporary staff shall be entitled to annual leave of not less than 24 working days nor more than 30 working days per calendar year, in accordance with the same rules as those laid down by common accord of the Community institutions.

Apart from this annual leave a member of temporary staff, may, exceptionally on application, be granted special leave. The rules relating to such leave are laid down in Annex III.

Article 51

Pregnant women shall, in addition to the leave provided for in Article 50, be entitled on production of a medical certificate to twenty weeks of

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leave. The leave shall start not earlier than six weeks before the expected date of confinement shown in the certificate and end not earlier than 14 weeks after the date of confinement. In the case of multiple or premature birth or the birth of a handicapped child, the duration shall be of 24 weeks. Premature birth for the purposes of this provision is a birth taking place before the end of the 34th week of pregnancy.

Article 52

1. A member of temporary staff who provides evidence of being unable to carry out his duties by reason of illness or accident shall be entitled to sick leave.

The member of temporary staff concerned shall notify the Agency of his incapacity as soon as possible and at the same time state his current address. He shall produce a medical certificate if he is absent for more than three days. This certificate must be sent on the fifth day of absence at the latest, as evidenced by the date as postmarked. Failing this, and unless failure to send the certificate is due to reasons beyond his control, the member of temporary staff's absence shall be considered as unauthorised.

The member of temporary staff may at any time be required to undergo a medical examination arranged by the Agency. If the examination cannot take place for reasons attributable to the member of temporary staff, his absence shall be considered as unauthorised as from the date that the examination is due to take place.

If the finding made in the examination is that the member of temporary staff is able to carry out his duties, his absence shall, subject to the following subparagraph, be regarded as unjustified from the date of the examination.

If the member of temporary staff considers the conclusions of the medical examination arranged by the AACC be unjustified on medical grounds, he or a doctor acting on his behalf may within two days submit to the Agency a request that the matter be referred to an independent doctor for an opinion.

The Agency shall immediately transmit the request to another doctor agreed upon by the member of temporary staff's doctor and the Agency's medical officer. Failing such agreement within five days of the request, the Agency shall select a person from a list of independent doctors to be established for this purpose each year by common consent of the AACC and the Staff Committee. The member of temporary staff may within two working days object to the Agency's choice, whereupon the Agency shall choose another person from the list, which choice shall be final.

The independent doctor's opinion given after consultation of the member of temporary staff's doctor and the Agency's medical officer shall be binding. Where the independent doctor's opinion confirms the conclusion of the examination arranged by the Agency, the absence shall be treated as unjustified from the date of that examination. Where the independent doctor's opinion does not confirm the conclusion of that examination, the absence shall be treated for all purposes as having been justified.

2. If, over a period of 12 months, a member of temporary staff is absent for up to three days because of sickness for a total of more than 12 days, he shall produce a medical certificate for any further absence because of sickness. His absence shall be considered to be unjustified as from the thirteenth day of absence on account of sickness without a medical certificate.

3. Without prejudice to the application of the rules on disciplinary proceedings, where appropriate, any absence considered to be unjustified under paragraphs 1 and 2 shall be deducted from the annual

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leave of the member of temporary staff concerned. In the event that the member of temporary staff has no outstanding leave entitlement, he shall lose the benefit of his remuneration for the corresponding period.

4. The AACC may refer to the Invalidity Committee the case of any member of temporary staff whose sick leave totals more than 12 months in any period of three years.

5. A member of temporary staff may be required to take leave after examination by the Agency's medical officer if his state of health so requires or if a member of his household is suffering from a contagious disease.

In cases of dispute, the procedure laid down in the fifth to seventh subparagraph of paragraph 1 shall apply.

6. Members of temporary staff shall undergo a medical check-up every year either by the Agency's medical officer or by a medical practitioner chosen by them.

In the latter case, the practitioner's fees shall be payable by the Agency up to a maximum amount fixed for a period of no more than three years by the AACC.

Article 53

The annual leave of a member of temporary staff who is authorised to work part time shall, for as long as he is so authorised, be reduced proportionally.

Article 54

Except in case of sickness or accident, a member of temporary staff may not be absent without prior permission from his immediate superior. Without prejudice to any disciplinary measures that may apply, any unauthorised absence which is duly established shall be deducted from the annual leave of the member of temporary staff concerned. If he has used up his annual leave, he shall forfeit his remuneration for an equivalent period.

If a member of temporary staff wishes to spend leave elsewhere than at the place where he is employed he shall obtain prior permission from the AACC.

Special leave and parental and family leave shall not extend beyond the term of the contract.

The paid sick leave provided for in Article 52 shall not, however, exceed three months or the length of time worked by the member of the temporary staff, where the latter is longer. The leave shall not extend beyond the term of his contract.

On expiry of these time limits, a member of the temporary staff whose contract is not terminated, notwithstanding that he is unable to resume his duties, shall be placed on unpaid leave.

However, where a member of the temporary staff contracts an occupational disease or sustains an accident in the performance of his duties, he shall continue to receive his full remuneration throughout the period during which he is incapable of working until such time as he is awarded an invalidity allowance under Article 76.

Section D

Public holidays

Article 55

A list of public holidays shall be drawn up by the Agency.

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Article 56

1. In exceptional circumstances a member of the temporary staff may at his own request be granted unpaid leave on compelling personal grounds. The AACC shall determine the length of such leave, which shall not exceed one quarter of the length of time already worked by the member of temporary staff or:

— three months if the member of temporary staff's seniority is less than four years;

— twelve months in all other cases.

2. Any period of leave granted in accordance with the preceding paragraph shall not count for purposes of the application of the ninth paragraph of Article 59.

3. While a member of the temporary staff is on unpaid leave his membership of the social security scheme provided for in Article 67 shall be suspended.

However, a member of the temporary staff who is not gainfully employed may, not later than one month following that in which unpaid leave begins, apply to continue to be covered against the risks referred to in Article 67, provided that he bears half the cost of the contributions provided for in that Article for the duration of his leave; the contribution shall be calculated by reference to his last basic salary.

Moreover, a member of the temporary staff who proves that he cannot acquire pension rights under another pension scheme may apply to continue to acquire further pension rights throughout the period of unpaid leave, provided that he bears the cost of a contribution equal to three times the rate laid down in Article 89; the contributions shall be calculated by reference to the basic salary for his grade and step.

Article 57

A member of the temporary staff who is called up for military service, alternative services or reserve training or who is recalled to serve in the armed forces shall be assigned leave for national service; such leave may in no circumstances exceed the duration of the contract.

A member of the temporary staff who is called up for military service or alternative service shall cease to receive his remuneration but shall retain his right under these Staff Regulations to advancement to a higher step. He shall also retain his right to severance grant if, after completing his military service or alternative service, he pays up his pension contributions retroactively.

A member of the temporary staff who is called up for reserve training or who is recalled to service in the armed forces shall, during the period of training or recall, continue to receive his remuneration subject to deduction of an amount equal to his service pay.

CHAPTER 5

Remuneration and expenses

Article 58

The remuneration of temporary staff shall comprise basic salary, family allowances and other allowances.

Article 59

1. The remuneration of the members of the temporary Staff shall be expressed in euro. The weightings, the deductions, the annual review and the adjustments shall be determined according to the same rules as those set out in Articles 63, 64, 65, 65a and 66a of the Staff Regulations

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of Officials of the European Communities, as laid down in Regulation (EEC, Euratom, ECSC) No 259/68 ([1]), hereinafter referred to as 'the EC Staff Regulations' and in Regulation (EEC, Euratom, ECSC) No 260/68 of the Council of 29 February 1968 laying down the conditions and procedure for applying the tax for the benefit of the European Communities ([2]). The deductions set out in the EC Staff Regulations shall be for the benefit of the budget of the Agency except for the contributions on sickness, accident and unemployment insurance schemes.

2. The basic salaries shall be determined according to the same rules as those set out in Article 66 of the EC Staff Regulations.

3. The family allowances shall comprise:

(a) household allowance;

(b) dependent child allowance;

(c) education allowance.

4. Members of temporary staff in receipt of family allowances specified in this Article shall declare allowances of like nature paid from other sources; such latter allowances shall be deducted from those paid under Articles 1, 2 and 3 of Annex V.

5. The dependent child allowance may be doubled by special reasoned decision of the AACC based on medical documents establishing that the child concerned is suffering from a mental or physical handicap which involves the member of temporary staff in heavy expenditure.

6. Where, by virtue of Articles 1, 2 and 3 of Annex V, such family allowances are paid to a person other than the member of temporary staff, these allowances shall be paid in the currency of the country in which that person is resident, calculated where applicable on the basis of the exchange rates referred to in the second subparagraph of Article 63 of the EC Staff Regulation. They shall be subject to the weighting for the country in question if it is inside the European Union or to a weighting equal to 100 if the country of residence is outside the Union.

Paragraphs 4 and 5 shall apply where family allowances are paid to such a person.

7. The expatriation allowance shall be equal to 16 % of the total of the basic salary, household allowance and dependent child allowance to which the member of temporary staff is entitled. The expatriation allowance shall be not less than EUR 442,78 per month.

8. In the event of a member of temporary staff's death, the surviving spouse or dependent children shall receive the deceased's full remuneration until the end of the third month after the month in which the death occurred.

In the event of the death of a person entitled to an invalidity allowance, the above provisions shall apply in respect of the deceased's allowance.

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Article 60

The payment of family allowances and expatriation allowance shall be determined according to Articles 1, 2, 3 and 4 of Annex V.

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([1]) OJ L 56, 4.3.1968, p. 1. Regulation as last amended by Regulation (EC, Euratom) No 723/2004 (OJ L 124, 27.4.2004, p. 1).

([2]) OJ L 56, 4.3.1968, p. 8. Regulation as last amended by Regulation (EC, Euratom) No 1750/2002 (OJ L 264, 2.10.2002, p. 15).

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Article 61

Subject to Articles 62 to 65, a member of the temporary staff shall be entitled, in accordance with Articles 5 to 16 of Annex V, to reimbursement of expenses incurred by him on taking up appointment, transfer or leaving the service, and also to reimbursement of expenses incurred in the course of or in connection with the performance of his duties.

Article 62

A member of the temporary staff engaged for a period of not less than 12 months shall, as provided for in Article 9 of Annex V be entitled to reimbursement of his removal expenses.

Article 63

1. A member of the temporary staff engaged for a period of not less than one year shall receive an installation allowance as provided for in Article 5 of Annex V amounting, for an expected period of service of:

— not less than one year but less than two years,	to one third	of the rate laid down in Article 5 of Annex V
— not less than two years but less than three years,	to two thirds	
— three years or more,	to three thirds	

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2. The resettlement allowance provided for in Article 6 of Annex V shall be granted to temporary staff who have completed four years' service. A member of the temporary staff who has completed more than one year's, but less than four years' service shall receive a resettlement allowance proportionate to his length of service, incomplete years being disregarded.

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3. However, the installation allowance provided for in paragraph 1 and the resettlement allowance provided for in paragraph 2 shall not be less than:

(a) EUR 976,85 for a member of temporary staff who is entitled to the household allowance; and

(b) EUR 580,83 for a member of temporary staff who is not entitled to the household allowance.

In cases where a husband and wife who are both members of temporary staff of the Agency are both entitled to the installation allowance or resettlement allowance, this shall be payable only to the person whose basic salary is the higher.

In cases where the husband or wife of a member of the temporary staff of the Agency is an official or other servant of the European Communities who is entitled to the installation or resettlement allowance and is in receipt of a higher basic salary, such an allowance shall not be payable to the member of the temporary staff.

Article 64

The daily subsistence allowance shall be as set out in Article 10 of Annex V. However, a member of the temporary staff who is engaged for a fixed period of less than 12 months and who furnishes evidence that it is impossible for him to continue to live in his place of residence shall be entitled to the daily subsistence allowance for the duration of his contract or for a maximum of one year.

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Article 65

Article 8 of Annex V on annual payment of travel expenses from place of employment to place of origin, shall apply only to temporary staff who have completed not less than nine months' service.

Article 66

Payment of sums due shall be as set out in Articles 17 and 18 of Annex V.

CHAPTER 6

Social security benefits

Section A

Sickness and accident insurance, social security benefits

Article 67

1. A member of temporary staff during the period of employment, during sick leave and during the periods of unpaid leave referred to in Articles 16 and 56 in accordance with conditions laid down therein, or when in receipt of invalidity allowance, his spouse, where such spouse is not eligible for benefits of the same nature and of the same level by virtue of any other legal provision or regulations, his children and other dependants within the meaning of Article 2 of Annex V, and recipients of a survivor's pension are insured against sickness up to 80 % of the expenditure incurred subject to the same rules as those drawn up by agreement between the Community institutions pursuant Article 72 of the EC Staff Regulations. This rate shall be increased to 85 % for the following services: consultations and visits, surgical operations, hospitalisation, pharmaceutical products, radiology, analyses, laboratory tests and prostheses on medical prescription with the exception of dental prostheses. It shall be increased to 100 % in cases of tuberculosis, poliomyelitis, cancer, mental illness and other illnesses recognised by the AACC as of comparable seriousness, and for early detection screening and in cases of confinement. However, reimbursement at 100 % shall not apply in the case of occupational disease or accident having given rise to the application of Article 68.

The unmarried partner of a member of temporary staff shall be treated as the spouse under the sickness insurance scheme, where the first three conditions in Article 1(2)(c) of Annex V are met.

One third of the contribution required to meet such insurance cover shall be charged to the member of temporary staff but so that the amount charged to him shall not exceed 2 % of his basic salary.

2. A member of temporary staff whose service terminates and who provides evidence that he is not in gainful employment may, not later than one month following that in which his service terminates apply to continue, for a maximum of six months after termination of service, to be insured against sickness as provided for in paragraph 1. The contribution referred to in paragraph 1 shall be calculated by reference to the last basic salary received by the member of temporary staff, half the contribution being borne by him.

By decision of the AACC taken after consulting the Agency's medical officer, the period of one month for making application and the six months' limit specified in the first subparagraph shall not apply where the person concerned is suffering from a serious or protracted illness which he contracted before leaving the service and of which he notified the Agency before the end of the six months' period specified in the first

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subparagraph, provided that the person concerned undergoes a medical examination arranged by the Agency.

3. Where the ex-spouse of a member of temporary staff, a child who ceases to be a member of temporary staff's dependant or a person who ceases to be treated as a dependent child within the meaning of Article 2 of Annex V can provide evidence that he or she is not in gainful employment, he or she may continue for a maximum of one year to be insured against sickness as provided for in paragraph 1, in his or her capacity as insured persons covered under that member of temporary staff's insurance; this cover shall not give rise to the levy of a contribution. This one-year period shall commence on the date of the decree absolute of divorce or of the loss of status of dependent child or of person treated as a dependent child.

4. A member of temporary staff who has remained in the service of the Agency until the age of 63 years or who is in receipt of an invalidity allowance shall be entitled to the benefits provided for in paragraph 1 after he has left the service. The amount of contribution shall be calculated by reference to the amount of pension or allowance.

Those benefits shall also apply to the person entitled to survivor's pension following the death of an member of temporary staff who was in active employment or who remained in the service of the Agency until the age of 63 years, or the death of a person entitled to an invalidity allowance. The amount of contribution shall be calculated by reference to the amount of the survivor's pension.

5. Persons entitled to an orphan's pension shall not receive the benefit provided for in paragraph 1 unless they apply for it. The contribution shall be calculated by reference to the orphan's pension.

6. In the case of persons entitled to a survivor's pension, the contribution referred to in paragraphs 4 and 5 may not be less than that calculated by reference to the basic salary corresponding to the first step in grade 1.

7. Where the total expenditure not reimbursed for any period of 12 months exceeds half the member of temporary staff's basic monthly salary, special reimbursement shall be allowed by the AACC, account being taken of the family circumstances of the person concerned, in the manner provided for in the rules referred to in paragraph 1.

8. Persons entitled to the foregoing benefits shall declare the amount of any reimbursements paid or which they can claim under any other sickness insurance scheme provided for by law or regulation for themselves or for persons covered by their insurance.

Where the total which they would receive by way of reimbursement exceeds the sum of the reimbursements provided for in paragraph 1, the difference shall be deducted from the amount to be reimbursed pursuant to paragraph 1, with the exception of reimbursements obtained under a private supplementary sickness insurance scheme covering that part of the expenditure which is not reimbursable by the sickness insurance scheme of the Agency.

Article 68

1. A member of temporary staff, during the period of employment, during sick leave and during the periods of unpaid leave referred to in Articles 16 and 56 in accordance with conditions laid down herein is insured, from the date of his entering the service, against the risk of occupational disease and of accident subject to the same rules as those drawn up by common agreement of the Community institutions pursuant to Article 73 of the EC Staff Regulations. He shall contribute to the cost of insuring against non-occupational risks up to 0,1 % of his basic salary.

Such rules shall specify which risks are not covered.

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2. The benefits payable shall be as follows:

(a) In the event of death:

Payment to the persons listed below of a lump sum equal to five times the deceased's annual basic salary calculated by reference to the monthly amounts of salary received during the 12 months before the accident:

— to the deceased member of temporary staff's spouse and children in accordance with the law of succession governing the member of temporary staff's estate; the amount payable to the spouse shall not, however, be less than 25 % of the lump sum;

— where there are no persons of the category above, to the another descendants in accordance with the law of succession governing the member of temporary staff's estate;

— where there are no persons of either of the two categories above, to the relatives in the ascending line in accordance with the law of succession governing the member of temporary staff's estate;

— where there are no persons of any of the three categories above, to the Agency.

(b) In the event of total permanent invalidity:

Payment to the member of temporary staff of a lump sum equal to eight times his annual basic salary calculated on the basis of the monthly amounts of salary received during the 12 months before the accident.

(c) In the event of partial permanent invalidity:

Payment to the member of temporary staff of a proportion of the sum provided for in subparagraph (b), calculated by reference to the scale laid down in the rules referred to in paragraph 1.

As provided for in these rules an annuity may be substituted for the payments provided for above.

The benefits listed above may be paid in addition to the benefits provided for in Section B.

3. The following shall also be covered in manner provided for in the rules referred to in paragraph 1: medical, pharmaceutical, hospital, surgical, prosthesis, radiography, massage, orthopaedic, clinical and transport expenses and any other similar expenditure incurred as a result of the accident or occupational disease.

Reimbursement shall, however, only be made where the amount paid to the member of temporary staff under Article 67 does not fully cover the expenditure incurred.

Article 69

1. Contributions of the temporary staff and of the Agency to the sickness and accident insurance scheme shall be entirely paid to the sickness and accident insurance scheme set out in the EC Staff Regulations.

2. If, however, the medical examination provided for in Article 36 shows the servant to be suffering from sickness or invalidity, the AACC may decide that expenses arising from such sickness or invalidity are to be excluded from the reimbursement of expenditure provided for in Article 67.

If a member of the temporary staff proves that he cannot obtain cover under any other sickness insurance scheme provided for by law or regulation, he may, on application made at the latest within one month following the expiry of his contract, continue to benefit from the sickness cover provided for in Articles 67 and 68, for a period of

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not more than six months after the expiry of his contract. The contributions provided for in Article 67(2) shall be based on his last basic salary and half thereof shall be charged to him.

3. The rate of contribution shall be reviewed and adapted as necessary by the Council after a period of six years in the light of the sickness and accident risk of the temporary staff of the Agency.

4. The AACC may, after obtaining the advice of a medical officer authorised by the Agency, decide that the one month time limit within which the application must be made and the six month limit provided for in the paragraph 2 shall not apply where the person concerned is suffering from a serious or protracted illness contracted during his employment, which he has reported to the Agency before the end of the six month period provided for in the paragraph 2, on condition that the person concerned undergoes a medical examination arranged by the Agency.

Article 70

1. A former member of the temporary staff who is unemployed when his service with the Agency has been terminated:

— who is not in receipt of an invalidity allowance from the Agency,

— whose service is not terminated by resignation or by cancellation of the contract for disciplinary reasons,

— who has completed a minimum of six months' service,

— and who is resident in an EU Member State,

shall be eligible for a monthly unemployment allowance under the conditions laid down below.

Where he is entitled to unemployment benefits under a national scheme, he shall be obliged to declare this to the Agency. In such cases, the amount of those benefits will be deducted from the allowance paid under paragraph 3.

2. To be eligible for this unemployment allowance, a former member of the temporary staff shall:

(a) be registered, at his own request, as seeking employment with the employment authorities of the EU Member States in which he establishes his residence;

(b) fulfil the obligations laid down by the law of that EU Member State for persons in receipt of unemployment benefits under that law;

(c) forward every month to the Agency, a certificate issued by the competent national employment authority stating whether or not he has fulfilled the obligations and conditions referred to in subparagraphs (a) and (b).

The allowance may be granted or maintained by the Agency, even where the national obligations referred to under subparagraph (b) have not been fulfilled, in cases of illness, accident, maternity, invalidity or a situation recognised as being similar or where the national authority, competent to meet those obligations, has given a dispensation.

The Steering Board shall lay down such provisions as it deems necessary for applying this Article.

3. The unemployment allowance shall be set by reference to the basic salary attained by the former member of the temporary staff at the time of the termination of his service. The allowance shall be set at:

(a) 60 % of the basic salary for an initial period of 12 months,

(b) 45 % of the basic salary for the 13th to the 24th month.

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Other than during an initial six-month period, in which the lower limit specified below is applicable but the upper limit is not, the amounts thus calculated may neither be less than EUR 1 171,52 nor exceed EUR 2 343,04. These limits shall be adjusted according to the same rules as those set out in Article 66 of the EC Staff Regulations, in accordance with Article 65 of those Regulations.

4. The period during which the unemployment allowance is payable to a former member of the temporary staff may not be more than 24 months from the date of termination of service and shall in no case exceed the equivalent of one third of the actual length of service completed. However, if, during that period, the former member of the temporary staff ceases to fulfil the conditions laid down in paragraphs 1 and 2, payment of the unemployment allowance shall be suspended. Payment shall resume if, before the expiry of that period, the former member of the temporary staff again fulfils the said conditions and is not entitled to national unemployment benefit.

5. A former member of the temporary staff who is eligible for the unemployment allowance shall be entitled to the family allowances according to the same rules as those provided for in Article 67 of the EC Staff Regulations. The household allowance shall be calculated on the basis of the unemployment allowance under the conditions laid down in Article 1 of Annex V.

The person concerned shall be obliged to declare any allowances of the same kind paid from other sources to himself or to his spouse; such allowances shall be deducted from those to be paid on the basis of this Article.

A former member of the temporary staff who is eligible for the unemployment allowance shall be entitled, as provided for in Article 67 to insurance cover against sickness without having to make any contribution.

6. The unemployment allowance and family allowances shall be paid from the Special Unemployment Fund in euro. No correction coefficient shall be applicable.

7. Members of the temporary staff shall contribute one third of the financing of the unemployment insurance scheme. That contribution shall be set at 0,81 % of the basic salary of the person concerned after deducting a standard allowance of EUR 1 065,02 and without taking account of the correction coefficients provided for in Article 64 of the EC Staff Regulations.

The contribution shall be deducted each month from the salary of the person concerned and paid, together with the remaining two thirds to be borne by the Agency, into the Special Unemployment Fund set up in accordance with Article 28a of the Conditions of Employment of other servants of the Communities, as laid down in Regulation (EEC, Euratom, ECSC) No 259/68 (hereinafter referred to as 'CEOS of the EC'). The rate of contribution shall be reviewed and adapted as necessary by the Agency after a period of 6 years in the light of the unemployment risk of the temporary staff of the Agency.

8. The unemployment allowances paid to a former member of the temporary staff who is unemployed shall be subject to the same rules as those provided for in Regulation (EEC, Euratom, ECSC) No 260/68.

9. The national departments with responsibility for employment and unemployment, acting in accordance with their national legislation, and the Agency shall cooperate with each other in an effective manner in order to ensure that this Article is properly applied.

10. The detailed arrangements for applying this Article shall be subject to the same rules as those laid down by mutual agreement between the Community institutions without prejudice to the provisions of the final subparagraph of paragraph 2.

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Article 71

1. On the birth of a child to a member of temporary staff, the person who has actual care of the child shall receive a grant of EUR 198,31.

The same grant shall be paid to a member of temporary staff who adopts a child who is less than five years of age and is a dependant within the meaning of Article 2(2) of Annex V.

2. This grant shall also be payable in the event of termination of pregnancy after not less than seven months.

3. The recipient of a grant on the birth of a child shall declare any grants of the same nature received from other sources for the same child; such grants shall be deducted from the grant provided for above. Where both parents are member of temporary staff of the Agency, the grant shall be paid once only.

Article 72

In the event of the death of a member of temporary staff, a member of temporary staff's spouse or dependent child, or any other dependent person within the meaning of Article 2 of Annex V who lived as part of the member of temporary staff's household, the Agency shall reimburse the costs involved in transporting the body from the member of temporary staff's place of employment to his place of origin.

However, in the event of a member of temporary staff's death during a mission, the Agency shall bear the costs involved in transporting the body from the place where death occurs to the member of temporary staff's place of origin.

Article 73

Gifts, loans or advances may be made to temporary staff during the term of their contract or after expiry of the contract where, as a result of serious protracted illness contracted or a disability, or of an accident sustained, during his employment, the member of temporary staff is incapable of working and proves that such illness or accident is not covered by another social security scheme.

Section B

Insurance against invalidity and death

Article 74

Temporary staff members are insured in accordance with the following provisions against the risk of death and of invalidity occurring during their employment.

The payments and benefits provided for in this Section shall be suspended if the remuneration which a member of the temporary staff receives in respect of his employment, is suspended pursuant to these Staff Regulations.

Article 75

Where the medical examination made before a member of the temporary staff is engaged shows that he is suffering from sickness or invalidity, the AACC may, in so far as risks arising from such sickness or invalidity are concerned, decide to admit him to guaranteed benefits in respect of invalidity or death only after a period of five years from the date of his entering the service of the Agency.

The member of the temporary staff may appeal against this decision to the Invalidity Committee that shall be established by the Agency.

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Pursuant to an agreement between the Agency and the Council of the European Union, the Agency can make use of the Invalidity Committee of the Council.

Article 76

1. A member of the temporary staff who is suffering from total invalidity and who, for that reason, is obliged to suspend employment with the Agency shall be entitled, for as long as the invalidity lasts, to an invalidity allowance, the amount of which shall be determined as follows.

If a member of the temporary staff, recipient of an invalidity allowance, reaches the age of 65, the general rules on the severance grant shall be applied. The amount of the severance grant shall be based on the salary for the grade and step occupied by the servant when he became an invalid.

2. The invalidity allowance shall be 70 % of the final basic salary of the member of the temporary staff. However, it shall not be less than the minimum subsistence figure, i.e. the basic salary of an member of temporary staff of the EC at the first step of Grade 1. The invalidity allowance shall be subject to contributions to the pension scheme, calculated on the basis of that allowance.

3. Where the invalidity of the member of the temporary staff arises from an accident in the course of or in connection with the performance of his duties, from an occupational disease, from a public-spirited act or from risking life and limb to save another human being, the invalidity allowance shall not be less than 120 % of the minimum subsistence figure. In such cases the pension contributions shall be borne by the budget of the Agency.

4. In the case of invalidity deliberately brought about by the member of the temporary staff, the AACC may decide that he should receive only the grant provided for in Article 85.

5. Persons entitled to an invalidity allowance shall also be entitled to the family allowances determined in accordance with article 59(3). In accordance with Annex V, the household allowance shall be determined on the basis of the recipient's allowance.

Article 77

1. Invalidity shall be established by the Invalidity Committee referred to in Article 75.

2. The Agency may require periodic examinations of the recipient of an invalidity allowance to establish that he still fulfils the conditions for payment of that allowance. If the Invalidity Committee finds that these conditions are no longer fulfilled, the member of the temporary staff shall resume service with the Agency, providing his contract has not expired.

However, if it proves impossible to employ the person concerned in the service of the Agency, the contract may be terminated subject to payment of an amount corresponding to the remuneration that would have been paid during the period of notice and, where applicable, to the compensation for termination of contract provided for in Article 95. Article 85 shall also apply.

Article 78

The persons entitled under a deceased member of the temporary staff, as determined according to the same rules as those laid down in Chapter 3 of Annex VI, shall be entitled to the survivor's pension as provided for in Articles 79 to 82.

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Where a former member of temporary staff in receipt of an invalidity allowance dies, the persons entitled under the deceased member of temporary staff, as defined in Chapter 3 of Annex VI, shall be entitled to the survivor's pension as provided for in that Annex.

Where the whereabouts of a member of the temporary staff, or of a former member of temporary staff in receipt of an invalidity allowance are unknown for more than one year, the provisional pensions to his spouse and to persons recognised as his dependants shall be determined according to the same rules as those set out in Chapters 5 and 6 of Annex VIII to the EC Staff Regulations.

Article 79

The right to receive payment of pension shall have effect from the first day of the month following that in which death occurred or, where applicable, on the first day of the month following the period during which the deceased's surviving spouse, orphans or dependants receive his emoluments under Article 59(8).

Article 80

The surviving spouse of a member of the temporary staff shall be entitled to a survivor's pension in accordance with Chapter 3 of Annex VI. The pension shall be not less than 35 % of the final basic monthly salary received by the member of the temporary staff, nor less than the basic salary of an EC member of temporary staff at the first step of grade 1.

A person drawing survivor's pension shall be entitled, under the conditions laid down in Annex V to the family allowances specified in Article 59(3). However, the dependent child allowance shall be equal to twice the amount of the allowance provided for in Article 59(3)(b).

Article 81

Where a member of temporary staff or person entitled to an invalidity allowance dies leaving no spouse entitled to a survivor's pension, the children dependent on the deceased within the meaning of Article 2 of Annex V at the time of his death shall be entitled to orphans' pension in accordance with Article 10 of Annex VI.

The same pension entitlement shall apply to children who fulfil the above conditions in the event of the death or remarriage of the spouse in receipt of a survivor's pension.

Where a member of temporary staff or person entitled to an invalidity allowance dies but the conditions set out in the first paragraph are not satisfied, the dependent children within the meaning of Article 2 of Annex V shall be entitled to orphans' pension in accordance with Article 10 of Annex VI; the pension shall, however, be equal to half the pension calculated in accordance with that Article.

For persons treated as dependent children within the meaning of Article 2(4) of Annex V, the orphan's pension may not exceed an amount equal to twice the dependent child allowance.

No orphan's pension shall be payable where a natural parent who has been replaced by an adoptive parent dies.

Orphans shall be entitled to an education allowance in accordance with Article 3 of Annex V.

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Article 82

In the case of divorce or where there is more than one category of survivor who qualifies to claim survivor's pension, such pension shall be apportioned in manner provided for in Annex VI.

Article 83

1. Notwithstanding any other provisions, notably those concerning the minimum amounts payable to persons entitled to a survivor's pension, the total amount payable by way of survivor's pension plus family allowances less tax and other compulsory deductions to the widow and other entitled persons may not exceed the following:

(a) in the event of the death of a member of temporary staff being either on active employment, leave on personal grounds, leave for military service, parental leave or family leave, the amount of the remuneration which the member of temporary staff would have received in the same grade and step if he had still been in the service, plus any family allowances received by him in that case and less tax and other compulsory deductions;

(b) for the period following the date on which the member of temporary staff referred to in (a) above would have reached the age of 65, the amount of the severance grant to which he would have been entitled thereafter, had he been alive, based on the same grade and step at the time of death, plus any family allowances which he would have received, less tax and other compulsory deductions;

(c) in the event of the death of a former member of temporary staff entitled to an invalidity allowance, the amount of the pension to which he would have been entitled, had he been alive, subject to the allowances and deductions referred to in subparagraph (b).

2. For the purposes of paragraph 1, weightings shall be disregarded, which could affect the various amounts in question.

3. The maximum amount as defined in subparagraphs (a) to (c) of paragraph 1 shall be apportioned among the persons entitled to a survivor's pension in proportion to their respective entitlements, paragraph 1 being disregarded for this purpose.

The second and third subparagraphs of Article 84(1) shall apply to the amounts thus apportioned.

Article 84

1. The pensions provided for above shall be calculated by reference to salary scales in force on the first day of the month in which entitlement commences.

No correction coefficient shall be applicable to pensions.

Pensions expressed in euro shall be paid in one of the currencies referred to in Article 29 of Annex VI.

2. Where, in accordance with Article 59, the remunerations are adapted, the same adaptation shall be applied to pensions.

3. The provisions of paragraphs 1 and 2 shall apply by analogy to recipients of an invalidity allowance.

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Section C

Severance grant

Article 85

On leaving the service, a member of temporary staff shall be entitled to the payment of the severance grant or the transfer of the actuarial equivalent of his retirement pension rights in accordance with article 1 of Annex VI.

Article 86

Where a member of the temporary staff has exercised the option provided for in Article 90, his severance grant shall be reduced proportionately in respect of the period in which the sums were withdrawn.

The first subparagraph shall not apply to a member of the temporary staff who, in the three months following application of these Staff Regulations to him, asks to be allowed to repay such sums plus compound interest at the rate of 3,5 % per year, which may be revised following the procedure laid down in Article 87.

Article 87

1. The rate for the calculation of compound interest shall be the effective rate referred to in paragraphs 2 and 3 and shall, if necessary, be revised on the occasion of the five-yearly actuarial assessments.

2. The interest rates to be taken into consideration for the actuarial calculations shall be based on the observed average annual interest rates on the long-term public debt of the EU Member States as published by the Commission of the European Communities. An appropriate consumer price index shall be used to calculate the corresponding interest rate net of inflation as needed for the actuarial calculations.

3. The effective annual rate to be taken into consideration for the actuarial calculations shall be the average of the real average interest rates for the 12 years preceding the current year.

Section D

Funding of the invalidity and life assurance scheme and of the pension scheme

Article 88

1. Benefits paid under the social security scheme provided for in Sections B and C shall be charged to the budget of the Agency. Member States participating in the Agency shall jointly guarantee payment of such benefits in accordance with the scale laid down for financing such expenditure.

2. Salaries and invalidity allowances shall in all cases be subject to deductions of the contribution of the social security scheme provided for in Section B.

3. The funding of the social security scheme provided for in Sections B and C shall be as set out in Article 89 of these Staff Regulations and Articles 21 and 22 of Annex VI.

4. Contributions of the temporary staff and of the Agency to the social security scheme provided for in Sections B and C shall be entirely paid to the budget of the Agency.

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Article 89

Members of temporary staff shall contribute one third of the cost of financing this pension scheme. The contribution shall be 9,25 % of the member of temporary staff's basic salary, the weightings provided for in Article 59 not being taken into account. It shall be deducted monthly from the salaries of member of temporary staff. The contribution shall be adjusted in accordance with the same rules as those laid down in Annex XII of the EC Staff Regulations.

Article 90

In accordance with conditions to be laid down by the Agency, a member of the temporary staff may request the Agency to effect any payments which he is required to make in order to constitute or maintain pension rights in his country of origin. The Agency may also decide to effect any payments which a member of the temporary staff is required to make in order to constitute or maintain pension rights in his country of origin, even in absence of request from such member of the temporary staff. In such case, the Agency must duly justify its decision.

Such payments shall not exceed twice the rate provided for in Article 89 and shall be charged to the budget of the Agency.

Section E

Settlements of claims by temporary staff

Article 91

The invalidity scheme or the survivor's pension scheme are set out in Articles 19 to 23 of Annex VI.

Section F

Payment of benefits

Article 92

1. Payment of benefits shall be made in accordance with Articles 83 and 84 of these Staff Regulations and with Article 28 of Annex VI.

2. Any sums due from a member of the temporary staff to the Agency under this insurance scheme at the date when the benefits are payable shall be deducted from the amount of his benefit or from the benefits payable to those entitled under him. The deduction may be spread over a number of months.

Section G

Subrogation in favour of the Agency

Article 93

1. Where the death, accidental injury or sickness of a person covered by these Staff Regulations is caused by a third party, the Agency shall, in respect of the obligations incumbent upon them under these Staff Regulations consequent upon the event causing such death, injury or sickness, stand subrogated to the rights, including rights of action, of the victim or of those entitled under him against the third party.

2. The subrogation provided for by paragraph 1 shall extend inter alia to the following:

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— continued payment of remuneration in accordance with Article 52 to the member of temporary staff during the period when he is temporarily unfit to work,

— payments effected in accordance with Article 59(8) following the death of a member of temporary staff or of a person entitled to an invalidity allowance,

— benefits paid under Articles 67 and 68 and their implementing rules, relating to insurance against sickness and accident,

— payment of the costs involved in transporting the body, as referred to in Article 72,

— supplementary family allowances paid in accordance with Article 59 (5) and with Article 2(3) and (5) of Annex V in respect of a dependent child suffering from serious illness, infirmity or handicap,

— invalidity allowances paid in the event of accident or sickness resulting in permanent invalidity preventing the member of temporary staff from performing his duties,

— survivor's pensions paid in the event of the death of a member of temporary staff or of a former member of temporary staff or the death of the spouse of a member of temporary staff or of a former member of temporary staff entitled to a pension, where the spouse is not a member of temporary staff,

— orphan's pension paid regardless of age to the child of a member of temporary staff or former member of temporary staff where that child is prevented by serious illness, infirmity or handicap from earning a livelihood after the death of the person on whom he was dependent.

3. However, the Agency shall not be subrogated to rights of compensation in respect of purely personal damage such as non-material injury, damages for pain and suffering or compensation for disfigurement and loss of amenity over and above the allowance granted for those headings under Article 68.

4. The provisions of paragraphs 1, 2 and 3 may not be a bar to direct action by the Agency.

CHAPTER 7

Recovery of overpayments

Article 94

Any sum overpaid shall be recovered if the recipient was aware that there was no due reason for the payment or if the fact of the overpayment was patently such that he could not have been unaware of it.

The request for recovery must be made no later than five years from the date on which the sum was paid. Where the AACC is able to establish that the recipient deliberately misled the administration with a view to obtaining the sum concerned, the request for recovery shall not be invalidated even if this period has elapsed.

CHAPTER 8

Termination of employment

Article 95

Apart from cessation on death, the employment of temporary staff shall cease:

(a) at the end of the month in which the member of temporary staff reaches the age of 65 years;

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(b) on the date stated in the contract; or

(c) at the end of the period of notice specified in the contract giving the member of the temporary staff or the Agency the option to terminate earlier. The period of notice shall not be less than one month per year of service, subject to a minimum of one month and a maximum of three months.

For temporary staff whose contracts have been renewed the maximum shall be six months. The period of notice shall not, however, commence to run during maternity leave or sick leave, provided such sick leave does not exceed three months. It shall, moreover, be suspended during maternity or sick leave subject to the limits aforesaid. If the Agency terminates the contract, the member of the temporary staff shall be entitled to compensation equal to one third of his basic salary for the period between the date when his duties end and the date when his contract expires; or

(d) where the member of temporary staff no longer satisfies the conditions laid down in Article 36(2), point (a), subject to the possibility of authorising an exception under that provision. Should the exception not be authorised, the period of notice referred to in point (c) shall apply.

Article 96

Employment may be terminated by the Agency without notice:

(a) during or at the end of the probationary period in accordance with Article 38;

(b) if the member of the temporary staff is unable to resume his duties at the end of a period of paid sick leave as provided for in Article 52. In such case, the member of the temporary staff shall receive an allowance equal to this basic salary, plus family allowances at the rate of two days per month of service completed.

Article 97

1. After the disciplinary procedure provided for in Title V has been followed, employment may be terminated without notice on disciplinary grounds in serious cases of intentional or negligent failure of temporary staff to comply with their obligations. A reasoned decision shall be taken by the AACC, after the member of temporary staff concerned has been given an opportunity of submitting his defence.

Before his employment is terminated, a member of the temporary staff may be suspended, in accordance with Article 160.

2. Where employment is terminated in accordance with paragraph 1, the AACC may decide:

(a) to limit the severance grant provided for in Article 85 to repayment of the contribution provided for in Article 88, plus compound interest at the rate of 3,5 % per annum;

(b) to withhold in whole or in part the resettlement allowance provided for in Article 63(2).

Article 98

1. The employment of a member of the temporary staff shall be terminated by the Agency without notice if the AACC finds:

(a) that at the time of his engagement he deliberately furnished false information concerning his professional qualifications and experience or his ability to fulfil the requirements of Article 36 (2), and

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(b) that the false information furnished was a determining factor in his being engaged.

2. In such cases the AACC shall, after hearing the member of temporary staff concerned, and after the disciplinary procedure provided for in Title V, has been followed, declare that his employment is terminated.

Before his employment is terminated, a member of temporary staff may be suspended in accordance with Article 160.

The provisions of Article 97(2) shall apply.

Article 99

Without prejudice to Articles 97 and 98, any intentional or negligent failure by a member of the temporary staff or of a former member of the temporary staff to comply with his obligations under these Staff Regulations shall render him liable to disciplinary action in accordance with Title V of these Staff Regulations.

TITLE III

CONTRACT STAFF

CHAPTER 1

General provisions

Article 100

For the purposes of these Staff Regulations, 'contract staff' means staff not assigned to a post included in the list of posts appended to the budget of the Agency and engaged for the performance of full-time or part-time duties.

Article 101

1. Contract staff shall be paid from the total appropriations for the purpose under the budget of the Agency.

2. The Steering Board shall adopt specific provisions governing the use of contract staff, as necessary, within the framework of the Joint Action 2004/551/CFSP.

3. The Agency shall provide indicative yearly forecasts for the use of contract staff per function group, in the context of the budget procedure.

Article 102

1. Contract staff shall be subdivided into four function groups corresponding to the duties to be performed. Each function group shall be subdivided into grades and steps.

2. The types of duties and corresponding function groups shall be as shown in the following table:

Function group	Grades	Duties
IV	13 to 18	Administrative, advisory, linguistic and equivalent technical tasks, performed under the supervision of temporary staff.
III	8 to 12	Executive tasks, drafting, accountancy and other equivalent technical tasks, performed under the supervision of temporary staff.

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Function group	Grades	Duties
II	4 to 7	Clerical and secretarial tasks, office management and other equivalent tasks, performed under the supervision of temporary staff.
I	1 to 3	Manual and administrative support service tasks, performed under the supervision of temporary staff.

3. Based on this table, the Agency shall define the powers attaching to each type of duties.

4. Article 6 shall apply by analogy.

CHAPTER 2

Rights and obligations

Article 103

Articles 10 to 34 shall apply by analogy.

CHAPTER 3

Conditions of engagement

Article 104

1. Contract staff shall be selected on the broadest possible geographical basis from among nationals of participating Member States and without distinction as to racial or ethnic origin, political, philosophical or religious beliefs, age or disability, gender or sexual orientation and without reference to their marital status or family situation.

2. Recruitment as a member of the contract staff shall require at least:

(a) in function group I, successful completion of compulsory education;

(b) in function groups II and III:

(i) a level of post-secondary education attested by a diploma, or

(ii) a level of secondary education attested by a diploma giving access to post secondary education, and appropriate professional experience of at least three years, or

(iii) where justified in the interest of the service, professional training or professional experience of an equivalent level;

(c) in function group IV:

(i) a level of education which corresponds to completed university studies of at least three years attested by a diploma, or

(ii) where justified in the interest of the service, professional training of an equivalent level.

3. A member of the contract staff may be engaged only on condition that he:

(a) is a national of one of the Member States participating in the Agency and enjoys his full rights as a citizen;

(b) has fulfilled any obligations imposed on him by the laws concerning military service;

(c) produces the appropriate character references as to his suitability for the performance of his duties;

(d) is physically fit to perform his duties; and

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(e) produces evidence of a thorough knowledge of one of the languages of the European Union and of a satisfactory knowledge of another language of the European Union to the extent necessary for the performance of his duties.

4. In the initial contract, the AACC may waive the requirement that the person concerned should produce documentary evidence that he fulfils the conditions in points (a), (b) and (c) of paragraphs 2 and 3 where his engagement is for not more than three months.

5. The Steering Board shall adopt specific provisions on the procedures for engagement of contract staff, as necessary, within the framework of the Joint Action 2004/551/CFSP.

Article 105

Before being engaged, a member of the contract staff shall be medically examined by a medical officer authorised by the Agency in order that the Agency may be satisfied that he fulfils the requirements of Article 104(3)(d).

Article 37 shall apply by analogy.

Article 106

1. A member of the contract staff whose contract is concluded for a duration of at least one year shall serve a probationary period for the first six months of his period of employment if he is in function group I and the first nine months if he is in any other function group.

2. Where during his probationary period a member of the contract staff is prevented by sickness or accident from performing his duties for one month or more, the AACC may extend his probationary period by the corresponding length of time.

3. Not less than one month before the expiry of the probationary period, a report shall be made on the ability of the member of the contract staff to perform the duties pertaining to his post and also on his conduct and efficiency in the service. The report shall be communicated to the person concerned, who shall have the right to submit his comments in writing. A member of the contract staff whose work has not proved adequate to justify retention in his function shall be dismissed. However, the AACC may, in exceptional circumstances, extend the probationary period for a maximum of six months, and possibly assign the member of the contract staff to another department.

4. A report on the probationary member of the contract staff may be made at any time during the probationary period if his work is proving obviously inadequate. The report shall be communicated to the person concerned, who shall have the right to submit his comments in writing. On the basis of the report, the AACC may decide to dismiss the member of the contract staff before the end of the probationary period by giving him one month's notice.

5. A dismissed member of the contract staff shall be entitled to compensation equal to one third of his basic salary per month of probation completed.

Article 107

The contracts of contract staff may be concluded for a fixed period of at least three months and not more than four years. They may be renewed not more than once for a fixed period of not more than five years. The initial contract and the first renewal must be of a total duration of not less than six months for function group I and not less than nine months for the other function groups.

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Article 108

1. Contract staff shall only be recruited

(i) in grades 13, 14, or 16 for function group IV,

(ii) in grades 8, 9 or 10 for function group III,

(iii) in grades 4 or 5 for function group II,

(iv) in grade 1 for function group I.

The grading of such contract staff within each function group shall take account of the qualifications and experience of the persons concerned. To address specific needs of the Agency, labour market conditions prevailing in the European Union may also be taken into account. Within their grade, such contract staff shall be recruited in the first step.

2. Where a member of the contract staff moves to a new post within a function group, he shall not be classified in a lower grade or step than in his former post.

Where a member of such contract staff moves to a higher function group, he shall be classified at a grade and step such that his remuneration is at least equal to that to which he was entitled under the preceding contract.

Article 109

1. The first subparagraph of Article 40 shall apply by analogy to contract staff engaged for a period of not less than one year.

2. A member of the contract staff who has been at one step in his grade for two years shall automatically advance to the next step in that grade.

3. In the case of contract staff, classification in the next higher grade in the same function group shall be by decision of the Agency. It shall be effected by classifying such contract staff in the first step of the next higher grade. Such advancement shall be exclusively by selection from among contract staff with a contract of at least three years who have completed a minimum period of two years in their grade, after consideration of the comparative merits of such contract staff eligible for advancement to a higher grade and of the reports on them. When considering comparative merits, the AACC shall in particular take account of the reports on the members of contract staff, the use of languages in the execution of their duties other than the language for which they have produced evidence of thorough knowledge in accordance with Article 104(3)(e) and, where appropriate, the level of responsibilities exercised by them.

4. A member of the contract staff may change to a higher function group only through participation in a general selection procedure.

CHAPTER 4

Working conditions

Article 110

Articles 41 to 57 shall apply by analogy.

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CHAPTER 5

Remuneration and expenses

Article 111

Articles 58 to 66 shall apply by analogy, subject to the amendments set out in Articles 112 and 113.

Article 112

The scale of basic salaries shall be determined according to the same scale as the one set out in Article 93 of the CEOS of the EC.

Article 113

Notwithstanding Article 63(3), the installation allowance provided for in paragraph 1 and the resettlement allowance provided for in paragraph 2 of that Article, shall not be less than:

— EUR 734,76 for a member of the contract staff who is entitled to the household allowance; and

— EUR 435,62 for a member of the contract staff who is not entitled to the household allowance.

CHAPTER 6

Section A

Social security benefits

Article 114

Articles 67 to 69 shall apply by analogy. However, Article 67(4) and (5) shall not apply to a member of the contract staff who has remained in the service of the Agency until the age of 63, unless he has been employed for more than 3 years as a member of such staff.

Article 115

1. A former member of the contract staff who becomes unemployed when his service with the Agency is terminated, and:

(a) who is not in receipt of an invalidity allowance from the Agency,

(b) whose service is not terminated by resignation or by cancellation of the contract for disciplinary reasons,

(c) who has completed a minimum of six months' service,

(d) who is resident in an EU Member State,

shall be eligible for a monthly unemployment allowance under the conditions laid down below.

Where he is entitled to unemployment benefits under a national scheme, he shall be obliged to declare this to the Agency. In such cases, the amount of those benefits shall be deducted from the allowance paid under paragraph 3.

2. To be eligible for this unemployment allowance, a former member of the contract staff shall:

(a) be registered, at his own request, as seeking employment with the employment authorities of the EU Member State in which he establishes his residence;

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(b) fulfil the obligations laid down by the law of that EU Member State for persons in receipt of unemployment benefits under that law;

(c) forward every month to the Agency a certificate issued by the competent national employment authority stating whether or not he has fulfilled the obligations and conditions referred to in subparagraphs (a) and (b).

The allowance may be granted or maintained by the Agency, even where the national obligations referred to in subparagraph (b) have not been fulfilled, in cases of illness, accident, maternity, invalidity or a situation recognised as being similar or where the national authority, competent to meet those obligations, has given a dispensation.

The Steering Board shall lay down such provisions as it deems necessary for applying this Article.

3. The unemployment allowance shall be set by reference to the basic salary attained by the former member of the contract staff at the time of the termination of his service. The allowance shall be set at:

(a) 60 % of the basic salary for an initial period of 12 months,

(b) 45 % of the basic salary for the 13th to the 24th month,

(c) 30 % of the basic salary for the 25th to the 36th month.

Other than during an initial six-month period, in which the lower limit specified below is applicable but the upper limit is not, the amounts thus calculated may neither be less than EUR 878,64 nor exceed EUR 1 757,28. These limits shall be adjusted, in the same way as the salary scales set out in Article 66 of the EC Staff Regulations, according to the same rules as those set out in Article 65 of those Regulations.

4. The period during which the unemployment allowance is payable to a former member of the contract staff may not be more than 36 months from the date of termination of service and shall in no case exceed the equivalent of one third of the actual length of service completed. However, if, during that period, the former member of the contract staff ceases to fulfil the conditions laid down in paragraphs 1 and 2, payment of the unemployment allowance shall be suspended. Payment shall be resumed if, before the expiry of that period, the former member of the contract staff again fulfils the said conditions and is not entitled to national unemployment benefit.

5. A former member of the contract staff who is eligible for the unemployment allowance shall be entitled to the family allowances according the same rules as those provided for in Article 67 of the EC Staff Regulations. The household allowance shall be calculated on the basis of the unemployment allowance under the conditions laid down in Article 1 of Annex V of these Staff Regulations.

The person concerned shall be obliged to declare any allowances of the same kind paid from other sources to himself or to his spouse; such allowances shall be deducted from those to be paid on the basis of this Article.

A former member of the contract staff who is eligible for the unemployment allowance shall be entitled, as provided for in Article 67, which shall apply by analogy, to insurance cover against sickness without having to make any contribution.

6. The unemployment allowance and family allowances shall be paid from the Special Unemployment Fund in euro. No correction coefficient shall be applicable.

7. Members of the contract staff shall contribute one third of the financing of the unemployment insurance scheme. That contribution shall be set at 0,81 % of the basic salary of the person concerned after deducting a standard allowance of EUR 798,77 and without taking account of any correction coefficients as those provided for in

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Article 64 of the EC Staff Regulations. The contribution shall be deducted each month from the salary of the person concerned and paid, together with the remaining two thirds to be borne by the Agency, into the Special Unemployment Fund set up in accordance with Article 28a of the CEOS of the EC. The rate of contribution shall be reviewed and adapted as necessary by the Council after a period of 6 years in the light of the unemployment risk of the contract staff of the Agency.

8. Unemployment allowances paid to former members of the contract staff who are unemployed shall be subject to the same rules as those laid down in Regulation (EEC, Euratom, ECSC) No 260/68.

9. The national departments with responsibility for employment and unemployment, acting in accordance with their national legislation, and the Agency shall cooperate with each other in an effective manner in order to ensure that this Article is properly applied.

10. The detailed arrangements adopted on the basis of Article 70(10) shall be applicable for this Article, without prejudice to the provisions of the third subparagraph of paragraph 2 of this Article.

Article 116

Articles 71 and 72 shall apply by analogy.

Article 117

Gifts, loans or advances may be made to contract staff during the term of their contract or after expiry of the contract where, as a result of serious protracted illness contracted or a disability, or of an accident sustained, during his employment, the member of contract staff is incapable of working and proves that such illness or accident is not covered by another social security scheme.

Section B

Insurance against the risk of invalidity and death

Article 118

Contract staff shall be insured in accordance with the following provisions against the risk of death or invalidity occurring during their employment.

The payments and benefits provided for in this Section shall be suspended if the remuneration which a member of such staff receives in respect of his employment is suspended under these Staff Regulations.

Article 119

Where the medical examination made before a member of the contract staff is engaged shows that he is suffering from sickness or invalidity, the AACC may, in so far as risks arising from such sickness or invalidity are concerned, decide to grant him guaranteed benefits in respect of invalidity or death only after a period of five years from the date of his entering the service of the Agency.

The contract staff member may appeal against this decision to the Invalidity Committee provided for in Article 75 of these Staff Regulations.

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Article 120

1. A member of the contract staff who is suffering from total invalidity and who, for that reason, is obliged to suspend employment with the Agency shall be entitled, for as long as the invalidity lasts, to an invalidity allowance, the amount of which shall be determined as follows.

If a member of the contract staff recipient of an invalidity allowance, reaches the age of 65, the general rules on severance grant shall be applied. The amount of the severance grant shall be based on the salary for the grade and step occupied by the member of the contract staff when he became an invalid.

2. The invalidity allowance shall be 70 % of the final basic salary of the member of the contract staff. However, it shall not be less than the basic monthly salary of a member of the contract staff in function group I, grade 1, step 1. The invalidity allowance shall be subject to contributions to the pension scheme, calculated on the basis of that allowance.

3. Where the invalidity of the contract staff member arises from an accident in the course of or in connection with the performance of his duties, from an occupational disease, from a public spirited act or from risking life and limb to save another human being, the invalidity allowance shall not be less than 120 % of the basic monthly salary of a function group I, grade 1, step 1 contract staff member. In such cases the pension contributions shall be borne by the budget of the former employer.

4. In the case of invalidity deliberately brought about by the contract staff member, the AACC may decide that he should receive only the grant provided for in Article 128.

5. Persons entitled to an invalidity allowance shall also be entitled to the family allowances determined in accordance with Article 59(3), in accordance with Annex V; the household allowance shall be determined on the basis of the recipient's allowance.

Article 121

1. Invalidity shall be established by the Invalidity Committee provided for in Article 75.

2. Entitlement to an invalidity allowance shall take effect on the day following that on which the contract staff member's employment is terminated under Articles 95 and 96, which are applicable by analogy.

3. The Agency may require periodic examinations of the recipient of an invalidity allowance to establish that he still fulfils the conditions for payment of that allowance. If the Invalidity Committee finds that these conditions are no longer fulfilled, the contract staff member shall resume service with the Agency, providing his contract has not expired.

However, if it proves impossible to employ the person concerned in the service of the Agency, the contract may be terminated subject to payment of an amount corresponding to the remuneration that would have been paid during the period of notice and, where applicable, to the compensation for termination of contract provided for in Article 95. Article 128 shall also apply.

Article 122

1. The persons entitled under a deceased contract staff member, determined according to the same rules as those laid down in Chapter 3 of Annex VI shall be entitled to a survivor's pension as provided for in Articles 123 to 126.

2. In the event of the death of a former contract staff member in receipt of an invalidity allowance, the persons entitled under the

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deceased former contract staff member, as defined in Chapter 3 of Annex VI, shall be entitled to a survivor's pension as provided for in that Annex.

3. Where the whereabouts of a contract staff member or of a former contract staff member in receipt of an invalidity allowance, are unknown for more than one year, the provisional pensions to his spouse and to persons recognised as his dependants shall be determined according to the same rules as those laid down in Chapters 5 and 6 of Annex VIII to the EC Staff Regulations.

Article 123

The right to receive payment of pension shall have effect from the first day of the month following that in which death occurs or, where applicable, on the first day of the month following the period during which the deceased's surviving spouse, orphans or dependants receive his emoluments under Article 59(8).

Article 124

The surviving spouse of a contract staff member shall be entitled to a survivor's pension in accordance with Chapter 3 of Annex VI. The pension shall not be less than 35 % of the final basic monthly salary received by the contract staff member, nor less than the basic monthly salary of contract staff in function group I, grade 1, step 1.

A person drawing a survivor's pension shall be entitled, on the conditions laid down in Annex V to the family allowances specified in Article 59(3). However, the dependent child allowance shall be equal to twice the amount of the allowance provided for in Article 59(3)(b).

Article 125

1. Where a member of contract staff or a former member of contract staff in receipt of an invalidity allowance dies leaving no spouse entitled to a survivor's pension, the children deemed to be dependent on him shall be entitled to an orphan's pension in accordance with Article 81, which shall apply by analogy.

2. The same entitlement shall apply to children who fulfil the foregoing conditions in the event of death or remarriage of a spouse who is entitled to a survivor's pension.

3. Where a member of contract staff or a former member of contract staff in receipt of an invalidity allowance dies but the conditions set out in paragraph 1 are not satisfied, the provisions of the third paragraph of Article 81 shall apply by analogy.

4. The orphan's pension of a person treated as a dependent child as defined in Article 2(4) of Annex V, may not exceed twice the dependent child allowance. However, entitlement to the pension shall cease if a third party is liable for maintenance under the national laws applicable.

5. No orphan's pension shall be payable where a natural parent who has been replaced by an adoptive parent dies.

6. Orphans shall be entitled to an education allowance in accordance with Article 3 of Annex V.

Article 126

In the case of divorce or where there is more than one category of survivor who qualifies to claim survivor's pension, such pension shall be apportioned in the manner provided for in Chapter 3 of Annex VI.

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Article 127

Articles 83 and 84 shall apply by analogy.

Section C

Severance grant

Article 128

On leaving the service, a member of contract staff shall be entitled to the payment of the severance grant or the transfer of the actuarial equivalent of his retirement pension rights in accordance with Article 1 of Annex VI.

Article 129

1. Where a member of the contract staff has exercised the option provided for in Article 131, the contract staff member's severance grant shall be reduced proportionately in respect of the period in which the sums were withdrawn.

2. The preceding paragraph shall not apply to a contract staff member who, in the three months following application of these Staff Regulations to him, asks to be allowed to repay such sums plus compound interest at the rate of 3,5 % per year, which may be revised following the procedure laid down in Article 87.

Section D

Funding of the invalidity and life assurance scheme and of the pension scheme

Article 130

Articles 88 and 89 shall apply by analogy.

Article 131

In accordance with conditions to be laid down by the Agency, a member of the contract staff may request the Agency to effect any payments which he is required to make in order to constitute or maintain pension rights, unemployment insurance, invalidity insurance, life insurance and sickness insurance in the country where he has last been covered by such schemes. The Agency may also decide to effect any payments which a member of the contract staff is required to make in order to constitute or maintain pension rights in his country of origin, even in absence of request from such member of the contract staff. In such case, the Agency must duly justify its decision. During the period of these contributions, the contract staff member shall not benefit from the Agency sickness insurance scheme. Moreover, for the period corresponding to these contributions, the contract staff member shall not be covered by the Agency life assurance and invalidity schemes and shall not acquire rights under the Agency unemployment insurance and pension schemes.

The actual period of such payments for any contract staff member shall not exceed 6 months. However, the Agency may decide to extend this period to one year. The payments shall be charged to the budget of the Agency. Payments to constitute or maintain pension rights shall not exceed twice the rate provided for in Article 89.

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Section E

Settlements of claims by contract staff

Article 132

The invalidity scheme or the survivor's pension scheme are set out in Articles 19 to 23 of Annex VI.

Section F

Payment of benefits

Article 133

1. Articles 83 and 84 of these Staff Regulations shall apply by analogy, as well as Article 29 of Annex VI.

2. Any sums due from a contract staff member to the Agency under this insurance scheme at the date when the benefits are payable shall be deducted from the amount of his benefit or from the benefits payable to those entitled under him. The deduction may be spread over a number of months.

Section G

Subrogation in favour of the Agency

Article 134

The provisions of Article 93 shall apply by analogy in favour of the Agency.

CHAPTER 7

Recovery of undue payment

Article 135

The provisions of Article 94 shall apply by analogy.

CHAPTER 8

Termination of employment

Article 136

Articles 95 to 99 shall apply by analogy to contract staff.

In the event of disciplinary proceedings against a contract staff member, the Disciplinary Board referred to in Article 142 shall meet with two additional members from the same function group and grade as the contract staff member concerned. These two additional members shall be appointed according to an ad hoc procedure agreed upon by the AACC and the Staff Committee.

TITLE IV

STAFF REPRESENTATION

Article 137

1. A Staff Committee shall be formed according to modalities to be determined by the Steering Board.

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2. The Staff Committee shall represent the interests of the staff vis-à-vis the Agency and maintain continuous contact between the Agency and the staff. It shall contribute to the smooth running of the service by providing a channel for the expression of opinion of the staff.

It shall bring to the notice of the competent bodies of the Agency any difficulty having general implications concerning the interpretation and application of these Staff Regulations. It may be consulted on any difficulty of this kind.

The Staff Committee shall submit to the competent bodies of the Agency suggestions concerning the organisation and operation of the service and proposals for the improvement of staff working conditions or general living conditions.

The Staff Committee shall participate in the management and supervision of social welfare bodies set up by the Agency in the interests of its staff. It may, with the consent of the Agency, set up such welfare services.

TITLE V

DISCIPLINARY PROCEDURE

Section A

General provisions

Article 138

1. Any failure by a staff member or former staff member to comply with his obligations under these Staff Regulations, whether intentionally or through negligence on his part, shall make him liable to disciplinary action.

2. Where the AACC becomes aware of evidence of failure within the meaning of paragraph 1, they may launch administrative investigations to verify whether such failure has occurred.

Article 139

1. Whenever an internal investigation reveals the possibility of the personal involvement of a staff member, or a former staff member, that person shall rapidly be informed, provided this is not harmful to the investigation. In any event, conclusions referring by name to a staff member may not be drawn once the investigation has been completed without that staff member concerned having been given the opportunity to comment on facts concerning him. The conclusions shall make reference to these 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 staff member to comment may, in agreement with the AACC, be deferred. In such cases, no disciplinary proceedings may be opened before the staff member has been given a chance to comment.

3. If, following an internal investigation, no case can be made against a staff member about whom allegations have been made, the investigation in question shall be closed, with no further action taken, by decision of the Head of the Agency, who shall inform the staff member in writing. The staff member may request that that decision be inserted in his personal file.

4. The AACC shall inform the person concerned when the investigation ends, and shall communicate to him the conclusions of the investigation report and, on request and subject to the protection of

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the legitimate interests of third parties, all documents directly related to the allegations made against him.

Article 140

On the basis of the investigation report, after having notified the staff member concerned of all evidence in the files and after hearing the staff member concerned, the AACC may:

(a) decide that no case can be made against the staff member, in which case he shall be informed accordingly in writing; or

(b) decide, even if there is or appears to have been a failure to comply with obligations, that no disciplinary measure shall be taken and, if appropriate, address a warning to the staff member; or

(c) in the case of failure to comply with obligations within the meaning of Article 138:

(i) decide to initiate the disciplinary proceedings provided for in Section D of this Title, or

(ii) decide to initiate disciplinary proceedings before the Disciplinary Board.

Article 141

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

Section B

Disciplinary Board

Article 142

1. A Disciplinary Board shall be established in the Agency. The Disciplinary Board shall include at least one member, who may be the chairman, chosen from the staff of the Council of the European Union.

2. The Disciplinary Board shall consist of a chairman and four full members, who may be replaced by alternates, of which at least one member shall have the same function group as the member of staff subject to disciplinary proceedings.

Article 143

1. The AACC and the Staff Committee referred to in Article 137 shall each appoint two members and two alternates at the same time.

2. The chairman and alternate for the chairman shall be appointed by the AACC.

3. The chairman, the members and the alternates shall be appointed for a period of three years. However, the Agency may provide for a shorter period for members and alternates, subject to a minimum of one year.

4. The staff member concerned shall be entitled to reject one of the Disciplinary Board members within five days of the Disciplinary Board's establishment. The Agency shall also be entitled to reject one of the Disciplinary Board members.

Within the same time limit, Disciplinary Board members may ask to be excused from duty for legitimate reasons and shall withdraw if a conflict of interests exists.

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Article 144

The Disciplinary Board shall be assisted by a secretary appointed by the AACC.

Article 145

1. The chairman 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 be secret.

Section C

Disciplinary Measures

Article 146

1. The AACC may impose one of the following penalties:

(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) temporary downgrading for a period of between 15 days and one year;

(f) downgrading in the same function group;

(g) classification in a lower function group, with or without downgrading;

(h) removal from post and, where appropriate, withholding, for a fixed period, of an amount from an invalidity allowance; the effects of this measure shall not extend to the staff members' dependants. In case of such reduction however, the income of the former staff member may not be less than the minimum subsistence figure corresponding to the basic salary of a member of temporary staff at the first step of grade 1, with the addition of any family allowances payable.

2. Where the member of staff is in receipt of an invalidity allowance, the AACC may decide to withhold an amount from the invalidity allowance for a given period; the effects of this measure shall not extend to the staff members' dependants. The income of the member of staff may not, however, be less than the minimum subsistence figure corresponding to the basic salary of a member of temporary staff at the first step of grade 1, with the addition of any family allowances payable.

3. A single case of misconduct shall not give rise to more than one disciplinary penalty.

Article 147

The severity of the disciplinary penalties imposed shall be commensurate with the seriousness of the misconduct. To determine the seriousness of the misconduct and to decide upon the disciplinary penalty 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 Agency,

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(c) the extent to which the misconduct involves intentional actions or negligence,

(d) the motives for the misconduct of the staff member,

(e) the grade and seniority of the staff member,

(f) the degree of the personal responsibility of the staff member,

(g) the level of the duties and responsibilities of the staff member,

(h) whether the misconduct involves repeated action or behaviour,

(i) the conduct of the staff member throughout the course of his career.

Section D

Disciplinary proceedings not involving the Disciplinary Board

Article 148

The AACC may decide on the penalty of a written warning or reprimand without consulting the Disciplinary Board. The staff member concerned shall be heard before such action is taken by the AACC.

Section E

Disciplinary proceedings before the Disciplinary Board

Article 149

1. The AACC 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 staff member concerned and to the chairman of the Disciplinary Board, who shall bring it to the attention of the members of the Disciplinary Board.

Article 150

1. On receipt of the report, the staff member concerned shall have the right to obtain his complete personal file and take copies of all documents relevant to the proceedings, including exonerating evidence.

2. The 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 staff member concerned may be assisted by a person of his or her choice.

Article 151

1. If, in the presence of the Chairman of the Disciplinary Board, the staff member concerned acknowledges misconduct on his part and accepts unreservedly the report referred to in Article 148 of these Staff Regulations, the AACC may, in accordance with the principle of proportionality between the nature of the misconduct and the penalty being considered, withdraw the case from the Disciplinary Board. Where a case is withdrawn from the Disciplinary Board, the Chairman shall deliver an opinion on the penalty considered.

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2. Under this procedure the AACC may, by derogation from Article 148, impose one of the penalties provided for in Article 146(1)(a) to (d).

3. The staff member concerned shall be informed before acknowledging his misconduct of the possible consequences of such acknowledgement.

Article 152

Before the first meeting of the Disciplinary Board, the chairman shall 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 153

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

2. The Agency shall be represented before the Disciplinary Board by a staff member mandated by the AACC to this effect and having rights equivalent to those of the staff member concerned.

Article 154

1. If the Disciplinary Board does not consider that it has sufficiently clear information on the facts complained of or the circumstances in which they arose, it shall order an investigation in which each side can submit its case and reply to the case of the other side.

2. The Chairman or a member of the Disciplinary Board shall conduct the investigation on behalf of the Disciplinary Board. For the purposes of the investigation, the Disciplinary Board may call for any documents relating to the matter before it. The Agency shall comply with any such request within the time limit, if any, set by the Disciplinary Board. Where such a request is addressed to the member of staff, note shall be taken of any refusal to comply.

Article 155

After consideration of documents submitted and having regard to any statement made orally or in writing and to the results of any investigation undertaken, the Disciplinary Board shall, by majority vote, deliver a reasoned opinion as to whether the facts complained of are established and as to any penalty to which those facts should give rise. This opinion shall be signed by all the members of the Disciplinary Board. Each member may attach to the opinion a divergent view. The Disciplinary Board shall transmit the opinion to the AACC and to the staff member concerned within two months of the date of receipt of the report of the AACC, provided that this time limit is commensurate with the degree of complexity of the case. Where an investigation has been held at the Disciplinary Board's initiative, the time limit shall be four months, provided that this period is commensurate with the degree of complexity of the case.

Article 156

1. The Chairman of the Disciplinary Board shall not vote on matters before it, except as regards matters of procedure or where votes are tied.

2. The Chairman shall ensure that the decisions of the Disciplinary Board are implemented and shall bring all information and documents relating to the case to the attention of each of its members.

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Article 157

The secretary shall draw up minutes of meetings of the Disciplinary Board. Witnesses shall sign the minutes recording their evidence.

Article 158

1. Expenses incurred on the initiative of a staff member concerned in the course of disciplinary proceedings, and in particular fees paid to a person chosen to assist the member of staff or for his defence, shall be borne by the staff member where the disciplinary proceedings result in the imposition of one of the penalties provided for in Article 146.

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

Article 159

1. After hearing the member of staff, the AACC shall take its decision as provided for in Articles 146 and 147 within two months of receipt of the opinion of the Disciplinary Board. Reasons must be given for the decision.

2. If the AACC decides to close the case without imposing any disciplinary penalty, it shall so inform the staff member concerned in writing without delay. The staff member concerned may request that this decision be inserted in his personal file.

Section F

Suspension

Article 160

1. If the AACC accuses a staff member of serious misconduct, whether through a failure to honour his professional obligations or through an infringement of the law, it may immediately suspend the person accused of that misconduct for a specified or indefinite period.

2. The AACC shall take this decision after hearing the staff member concerned, save in exceptional circumstances.

Article 161

1. The decision suspending a staff member shall state whether the staff member is to continue to receive his full remuneration during the period of suspension or what part thereof is to be withheld. The amount paid to the staff member shall not under any circumstances be less than the minimum subsistence figure corresponding to the basic salary of a member of temporary staff at the first step of grade 1, with the addition of any family allowances payable.

2. The situation of a suspended 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 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 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 staff member shall not receive full remuneration until the competent court has ordered his release.

4. Sums withheld under paragraph 1 shall be repaid to the staff member if the final decision imposes a disciplinary penalty no more

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severe than a written warning, reprimand or deferment of advancement to a higher step, or if no disciplinary penalty is imposed; in the latter case, the repayment shall be made with compound interest at the rate defined in Article 87.

Section G

Parallel criminal prosecution

Article 162

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

Section H

Final provisions

Article 163

A staff member against whom a disciplinary penalty other than removal from post has been ordered may, after three years in the case of a written warning or reprimand or after six years in the case of any other penalty, submit a request for the deletion from his personal file of all reference to such measure. The AACC shall decide whether to grant this request.

Article 164

Where new facts supported by relevant evidence come to light, disciplinary proceedings may be reopened by the AACC on its own initiative or on application by the member of staff concerned.

Article 165

If no case has been made against the staff member pursuant to Article 159, the staff member shall be entitled to request that the damage suffered should be made good through suitable publicity for the decision of the AACC.

Article 166

The Steering Board shall adopt implementing arrangements for these procedures.

TITLE VI

APPEALS

Article 167

1. Any person to whom these Staff Regulations apply may submit to the AACC a request that it takes a decision relating to him. The AACC shall notify the person concerned of its reasoned decision within four 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 paragraph.

2. Any person to whom these Staff Regulations apply may submit to the AACC a complaint against an act adversely affecting him, either where the said authority has taken a decision or where it has failed to

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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 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 he 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.

The AACC shall notify the person concerned of its reasoned decision within four months 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 under Article 169.

TITLE VII

APPEAL BOARD

Article 168

1. An Appeal Board is created to exercise the jurisdiction in any dispute between the Agency and any person to whom these Staff Regulations may apply.

2. The Appeal Board shall consist of four judges, appointed for a period of six years by the Council of the European Union from among candidates presented by the participating Member States after consulting the Court of Justice of the European Communities. However, for the first Appeal Board, two judges shall be appointed for three years and two judges for six years. When the Appeal Board fails to reach a majority decision, the President shall have a casting vote.

3. The judges shall elect the President of the Appeal Board from among their number for a term of three years. He may be re-elected.

4. Every three years there shall be a partial replacement of the judges. Retiring judges may be reappointed.

5. The judges of the Appeal Board shall be independent. They may not be bound by instructions.

6. The judges cannot exercise other functions in the Agency during their mandate.

7. The Appeal Board shall appoint its Registrar and lay down the rules governing his service.

Article 169

1. An appeal to the Appeal Board shall lie only if:

— the AACC has previously had a complaint submitted to it pursuant to Article 167(2) within the period prescribed therein, and

— the complaint has been rejected by express decisions or by implied decision.

2. Appeals under paragraph 1 shall be filed within three months. The period shall begin:

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— on the date of notification of the decision taken in response to the complaint;

— on the date of expiry of the period prescribed for the reply where the appeal is against an implied decision rejecting a complaint submitted pursuant to Article 167(2); nevertheless, where a complaint is rejected by express decision after being rejected by implied decision but before the period for lodging an appeal has expired, the period for lodging the appeal shall start to run afresh.

3. By way of derogation from paragraph 1 of this Article, the person concerned may, after submitting a complaint to the AACC pursuant to Article 167(2), immediately file an appeal with the Appeal Board, provided that such appeal is accompanied by an application either for a stay of execution of the contested act or for the adoption of interim measures. The proceedings in the principal action before the Appeal Board shall then be suspended until such time as an express of implied decision rejecting the complaint is taken.

4. Within the limits and conditions set out by the rules of procedure, the parties may be assisted by a person of his or her choice.

5. The Appeal Board shall establish its rules of procedure, which need approval by the Council of the European Union in agreement with the Court of Justice of the European Communities. The Appeal Board can amend the rules of procedure. The amendments need the approval from the Council in agreement with the Court of Justice.

6. Until the entry into force of the rules of procedure of the Appeal Board, the Rules of Procedure of the Court of First Instance of the European Communities shall apply mutatis mutandis.

7. The Appeal Board shall rule on the costs of a case. Subject to the specific provisions of the Rules of Procedure, the unsuccessful party shall be ordered to pay the costs should the Appeal Board so decide.

TITLE VIII

FINAL PROVISIONS

Article 170

1. The provisions of these Staff Regulations concerning the rights and obligations (Articles 10 to 34 and 103), the conditions of recruitment (Articles 36, with the exception of 2(a), to 40 and Articles 104 to 109, with the exception of Article 104(3)(a), the working conditions (Articles 41 to 57 and Article 110), the termination of employment (Article 95 to 99 and Article 136) and the disciplinary procedure (Articles 138 to 166), may be amended, to the extent necessary, by the Steering Board of the Agency, acting in accordance with Article 9(1)(1.10) and Article 11(3)(3.1) of the Joint Action 2004/551/CFSD. Any such proposed amendments shall be transmitted to the Council. These amendments shall be deemed approved, unless the Council, within two months and acting by qualified majority, shall decide to modify them.

2. Amendments to other provisions of these Staff Regulations, in particular those concerning remuneration, allowances and social security benefits, shall be adopted by the Council, acting by unanimity, upon proposal from the Steering Board.

Article 171

Within three years after the entry into force of these Staff Regulations or upon the entry into force of the Treaty establishing a Constitution for Europe, whichever is the earliest, the Council of the European Union shall evaluate and amend these Staff Regulations or take a decision on its expiration, as appropriate.

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Article 172

This Decision shall take effect on the day of its publication in the *Official Journal of the European Union*.

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ANNEX I

STATUTE OF THE MEMBERS OF THE APPEAL BOARD

Article 1

Members of the Appeal Board shall be chosen from persons whose independence is beyond doubt and who are jurisconsults of recognised competence, particularly in the field of the rights and obligations of the civil service. The choice of judges must respect the geographic and demographic diversity of the Member States participating in the Agency as well as the diversity of their legal systems.

Article 2

Apart from the normal expiry of terms of office or death, the duties of members of the Appeal Board shall end when they resign. Where a member of the Appeal Board resigns, his letter of resignation shall be addressed to the Chairman of the Appeal Board for transmission to the Head of the Agency. Upon this notification, a vacancy shall arise on the Appeal Board.

Article 3

A member of the Appeal Board who is to replace a member whose term of office has not expired shall be appointed for the remainder of his predecessor's term.

Article 4

When taking up their duties, members of the Appeals Board shall give a solemn undertaking, in public session, that they will perform their duties impartially and conscientiously and preserve the secrecy of their deliberations.

Article 5

Members of the Appeal Board shall be immune from legal proceedings in respect of acts performed by them in their official capacity. They shall continue to enjoy immunity after they have ceased to hold office.

Article 6

The Council of the European Union, acting by a qualified majority, shall determine the emoluments of the members of the Appeal Board.

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ANNEX II

PART-TIME WORK

Article 1

The request for authorisation to work part time shall be submitted by the staff member through the staff member's immediate superior at least two months before the requested date, except in duly justified urgent cases.

Authorisation may be granted for a minimum of one month and a maximum of three years, without prejudice to the cases referred to in Article 16 and Article 44 (2)(e) of the Staff Regulations.

The authorisation may be renewed on the same terms. Applications for renewal shall be made by the staff member concerned at least two months before expiry of the period for which the authorisation was granted. Part-time work may not be less than half the normal working time.

A period of part-time work shall start on the first day of a month, except in duly justified cases.

Article 2

The AACC may, at the request of the staff member concerned, withdraw the authorisation before expiry of the period for which it is granted. The date of withdrawal may not be more than two months after the date proposed by the staff member or four months after that date if the part-time work was authorised for more than one year.

The AACC may, in exceptional cases and in the interests of the service, withdraw the authorisation before the expiry of a period for which it is granted, giving the staff member two months' notice.

Article 3

A staff member shall be entitled, during the period for which part-time work is authorised, to a percentage of his remuneration corresponding to the percentage of the normal time worked. However, the percentage shall not be applied to the dependent child allowance, the basic amount of the household allowance or the education allowance.

Contributions to the sickness insurance scheme shall be calculated by reference to the basic salary payable to a staff member working full time. Contributions to the pension scheme shall be calculated by reference to the basic salary received by a staff member working part time. The staff member may also request that contributions to the pension scheme be calculated by reference to the basic salary payable to a staff member working full time, in accordance with Article 89 of the Staff Regulations. Acquired rights, for the purposes of Article 1 of Annex VI, shall be calculated in proportion to the percentage of contributions paid.

During the period of part-time work, the staff member may not work overtime or engage in any gainful activity, other than an activity in accordance with Article 16 of the Staff Regulations.

Article 4

The AACC may lay down detailed rules for the application of these provisions.

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ANNEX III

LEAVE

Section 1

Annual leave

Article 1

In the year in which a staff member enters or leaves the service, he shall be entitled to two working days' leave per complete month of service, to two working days for an incomplete month consisting of more than 15 days and to one working day for an incomplete month of 15 days or less.

Article 2

Annual leave may be taken all at once or in several periods as desired by the staff member and according to the requirements of the service. It must, however, include at least one period of two consecutive weeks. A staff member entering the service shall be granted annual leave only after completing three months' duty; leave may be approved earlier than this in exceptional cases for reasons duly substantiated.

Article 3

If, during annual leave, a staff member contracts an illness which would have prevented him from attending for duty if he had not been on leave, his annual leave shall be extended by the duration of his incapacity, subject to production of a medical certificate.

Article 4

Where a staff member, for reasons other than the requirements of the service, has not used up all his annual leave before the end of the current calendar year, the amount of leave which may be carried over to the following year shall not exceed 12 days.

Where a staff member at the time of leaving the service has not used up all his annual leave, he shall be paid compensation equal to one thirtieth of his monthly remuneration at the time of leaving the service for each day's leave due to him.

A sum calculated in the manner provided for in the second subparagraph shall be deducted from payment due to a staff member who at the time of leaving the service has drawn annual leave in excess of his entitlement up to that date.

Article 5

Where a staff member is recalled to duty for service reasons while on annual leave or has had his leave cancelled, any costs incurred by him shall be reimbursed, subject to production of appropriate evidence, and travelling time shall be granted afresh.

Section 2

Special leave

Article 6

In addition to annual leave, a staff member may, on application, be granted special leave. In particular, in the following cases special leave shall be granted as shown:

— marriage of the staff member: four days;

— change of residence of the staff member: up to two days;

— serious illness of spouse: up to three days;

— death of spouse: four days;

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— serious illness of a relative in the ascending line: up to two days;

— death of a relative in the ascending line: two days;

— marriage of a child: two days;

— birth of a child: 10 days, to be taken during the fourteen weeks following birth;

— death of the wife during maternity leave: a number of days corresponding to the remaining maternity leave; if the deceased wife is not a staff member, the remaining maternity leave is determined by applying the provisions of Article 51 of the Staff Regulations, by analogy;

— serious illness of a child: up to two days;

— very serious illness of a child, as certified by a doctor, or hospitalisation of a child aged 12 or under: up to five days;

— death of a child: four days;

— adoption of a child: 20 weeks, rising to 24 weeks in the case of the adoption of a disabled child.

Every adopted child shall confer entitlement to only one period of special leave, which may be shared between the adoptive parents if both are staff members. It shall be granted only if the staff member's spouse engages in a gainful activity at least half-time. If the spouse works outside the Agency and benefits from comparable leave, a corresponding number of days shall be deducted from the staff member's entitlement.

The AACC may, in case of necessity, grant additional special leave in cases where the national legislation of the country in which the adoption procedure takes place and which is not the country of employment of the adopting staff member requires a stay of one or both adoptive parents.

Special leave of 10 days shall be granted if the staff member does not benefit from the full special leave of 20 or 24 weeks by reason of the first sentence of this indent; this additional special leave shall be granted only once for each adopted child.

The Agency may also grant special leave in the case of further training and instruction, within the limits laid down in the further training and instruction programme drawn up by the Agency pursuant to Article 29 of the Staff Regulations.

For the purposes of this Article, the unmarried partner of a staff member shall be treated as the spouse where the first three conditions in Article 1(2)(c) of Annex V are met.

Section 3

Travelling time

Article 7

To the period of leave provided for in Section 1 shall be added travelling time based on the distance by rail between the place of leave and the place of employment, calculated as follows:

— 50 to 250 km: one day for the outward-and-return journey,

— 251 to 600 km: two days for the outward-and-return journey,

— 601 to 900 km: three days for the outward-and-return journey,

— 901 to 1 400 km: four days for the outward-and-return journey,

— 1 401 to 2 000 km: five days for the outward-and-return journey,

— more than 2 000 km: six days for the outward-and-return journey.

For the purpose of this Article, the place of leave in respect of annual leave shall be the place of origin.

The preceding provisions shall apply to staff members whose place of employment is within the territories of the EU Member States. If the place of employment is outside these territories, the travelling time shall be fixed by special decision taking into account particular needs.

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Where special leave is granted in pursuance to Section 2, any travelling time shall be fixed by special decision taking into account particular needs.

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ANNEX IV

COMPENSATORY LEAVE AND REMUNERATION FOR OVERTIME

Article 1

Within the limits laid down in Article 47 of the Staff Regulations, overtime worked by a staff member in grade AST 1 to AST 4 shall entitle him to compensatory leave or to remuneration as follows:

(a) For each hour of overtime, he shall be entitled to one hour and a half off as compensatory leave; if the hour of overtime is worked between 22.00 and 7.00 or on a Sunday or on a public holiday, the entitlement to compensatory leave shall be two hours; in the granting of compensatory leave, account shall be taken of the requirements of the service and the preference of the staff member concerned.

(b) Where the requirements of the service do not permit compensatory leave to be taken during the month following that during which the overtime was worked, the AACC shall authorise remuneration for uncompensated hours of overtime at the rate of 0,56 % of the monthly basic salary for each hour of overtime on the basis set out in (a).

(c) To qualify for compensatory leave or remuneration for one hour's overtime, the extra time worked must have been more than 30 minutes.

Article 2

If a staff member is travelling on mission, the time taken to reach the place of assignment shall not be treated as overtime for the purposes of this Annex. As regards hours worked at the place of assignment in excess of the normal number of working hours, compensatory leave or remuneration, as the case may be, may be allowed by decision of the AACC.

Article 3

Notwithstanding Articles 1 and 2, remuneration for overtime worked by certain groups of staff members in grade AST 1 to AST 4 in special conditions may be paid in the form of a fixed allowance the amount and terms of which shall be determined by the AACC after consulting the Staff Committee.

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ANNEX V

REMUNERATION AND REIMBURSEMENT OF EXPENSES

Section 1

Family allowances

Article 1

1. The household allowance shall be set at a basic amount of EUR 149,39, plus 2 % of a staff member's basic salary.

2. The household allowance shall be granted to:

(a) a married staff member;

(b) a staff member who is widowed, divorced, legally separated or unmarried and has one or more dependent children within the meaning of Article 2(2) and (3);

(c) a staff member who is registered as a stable non-marital partner, provided that:

(i) the couple produces a legal document recognised as such by an EU Member State, or any competent authority of an EU Member State, acknowledging their status as non-marital partners,

(ii) neither partner is in a marital relationship or in another non-marital partnership,

(iii) 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,

(iv) the couple has no access to legal marriage in an EU Member State; a couple shall be considered to have access to legal marriage for the purposes of this point only where the members of the couple meet all the conditions laid down by the legislation of an EU Member State permitting marriage of such a couple.

(d) by special reasoned decision of the AACC based on supporting documents, a staff member who, while not fulfilling the conditions laid down in subparagraphs (a), (b) and (c), nevertheless actually assumes family responsibilities.

3. If the spouse of a staff member is gainfully employed, with an annual income before deduction of tax, of more than the basic annual salary of a staff member in the second step of grade 3, weighted at the rate for the country where the spouse carries out his or her occupation, the staff member entitled to the household allowance shall not receive this allowance save by special decision of the AACC. The staff member shall, however, be entitled to the allowance where the married couple have one or more dependent children.

4. In cases where, under paragraphs 1, 2 and 3, a husband and wife employed in the service of the Agency are both entitled to the household allowance, this allowance shall be payable only to the person whose basic salary is the higher.

5. If the staff member is entitled to the household allowance only by virtue of paragraph 2(b) and a person other than the staff member has by law or by an order of court or of the competent administrative authority been given custody of all his dependent children within the meaning of Articles 2(2) and (3), the household allowance shall be paid to that other person in the name and on behalf of the staff member. This condition shall be deemed to be fulfilled in the case of dependent children who have reached their majority if such children have their normal residence with the other parent.

If, however, the staff member's children are in the care of several different persons, the household allowance shall be divided among them according to the number of children in their care.

If the person eligible by virtue of the foregoing to receive the household allowance paid in the staff member's name is also eligible to receive this allowance by reason of his or her own status as staff member, that person shall receive the higher of the two allowances only.

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Article 2

1. A staff member who has one or more dependent children shall, in accordance with paragraphs 2 and 3, receive an allowance of EUR 326,44 per month for each dependent child.

2. 'Dependent child' means the legitimate, natural or adopted child of a staff member, or of his spouse, who is actually being maintained by the staff member.

The same shall apply to a child for whom an application for adoption has been lodged and the adoption procedure started.

Any child whom the staff member has a responsibility to maintain under a judicial decision based on EU Member States' legislation on the protection of minors shall be treated as a dependant child.

3. The allowance shall be granted:

(a) automatically for children under 18 years of age;

(b) on application, with supporting evidence, by the staff member for children between 18 and 26 who are receiving educational or vocational training.

4. Any person whom the staff member has a legal responsibility to maintain and whose maintenance involves heavy expenditure may, exceptionally, be treated as if he were a dependent child by special reasoned decision of the AACC, based on supporting documents.

5. Payment of the allowance in respect of a child prevented by serious illness or invalidity from earning a livelihood shall continue throughout the period of that illness or invalidity, irrespective of age.

6. Not more than one dependent child allowance shall be paid in respect of any one dependent child within the meaning of this Article.

7. If custody of the dependent child within the meaning of paragraphs 2 and 3 has been entrusted by law or by an order of court or of the competent administrative authority to another person, the dependent child allowance shall be paid to that person in the name and on behalf of the staff member.

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Article 2a

Notwithstanding Article 2(1), the dependent child allowance is replaced by the following amounts for the following periods:

1.2.2007-31.12.2007 EUR 302,35;

1.1.2008-31.12.2008 EUR 315,53.

The above scale shall be reviewed each time remuneration is revised pursuant to Article 59 of the Staff Regulations.

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Article 3

1. Subject to the conditions laid down in the general implementing provisions, a staff member shall receive an education allowance equal to the actual education costs incurred by him up to a maximum of EUR 221,50 per month for each dependent child, within the meaning of Article 2(2) of this Annex, who is at least five years old and in regular full-time attendance at a primary or secondary school which charges fees or at an establishment of higher education. The requirement of attendance at a school which charges fees shall not apply to the reimbursement of the cost of school transport.

Entitlement to this allowance commences on the first day of the month in which the child begins to attend a primary educational establishment and shall cease at the end of the month in which the child reaches the age of 26.

The allowance paid shall be subject to a ceiling of twice the maximum prescribed in the first subparagraph for:

— a staff member whose place of employment is at least 50 km from, either:

a European school, or

an educational establishment working in his language which the child attends for imperative educational reasons duly supported by evidence;

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— a staff member whose place of employment is at least 50 km from an establishment of higher education in the country of which he is a national or working in his language, provided that the child actually attends an establishment of higher education at least 50 km from the place of employment and the staff member is entitled to the expatriation allowance; the latter condition shall not apply if there is no such establishment in the country of which the staff member is a national or where the child attends a higher education establishment in a country other than that of the staff member's place of employment;

— in the same condition as in the first and second indents, persons entitled to the allowance who are not in active service, taking account of the place of residence instead of the place of employment.

The requirement of attendance at a school that charges fees shall not apply to payments under the third subparagraph.

If custody of the child in respect of whom the education allowance is paid has been entrusted by law or by an order of court or of the competent administrative authority to another person, the education allowance shall be paid to that person in the name and on behalf of the staff member. In such case, the distance of at least 50 km referred to in the third subparagraph shall be calculated from the place of residence of the person having custody of the child.

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2. For each dependent child within the meaning of Article 2(2) who is less than five years old or is not yet in regular full-time attendance at a primary or secondary school, the amount of this allowance is fixed as follows:

1.2.2007-31.8.2007	EUR 48,17;
1.9.2007-31.8.2008	EUR 64,24;
1.9.2008 and beyond	EUR 80,30.

The above scale shall be reviewed each time remuneration is revised pursuant to Article 59 of the Staff Regulations.

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Section 2

Expatriation allowance

Article 4

1. An expatriation allowance shall be paid, equal to 16 % of the total amount of the basic salary plus household allowance and the dependent child allowance paid to the staff member:

(a) to staff members:

— who are not and have never been nationals of the State in whose territory the place where they are employed is situated, and

— who during the five years ending six months before they entered the service did not habitually reside or carry on their main occupation within the European territory of that State. For the purposes of this provision, circumstances arising from work done for another State or for an international organization shall not be taken into account;

(b) to staff members who are or have been nationals of the State in whose territory the place where they are employed is situated but who during the 10 years ending at the date of their entering the service habitually resided outside the European territory of that State for reasons other than the performance of duties in the service of a State or of an international organisation.

The expatriation allowance shall not be less than EUR 442,78 per month.

2. A staff member who is not and has never been a national of the State in whose territory he is employed and who does not fulfil the conditions laid down in paragraph 1 shall be entitled to a foreign residence allowance equal to one quarter of the expatriation allowance.

3. For the purposes of paragraphs 1 and 2, a staff member who has, by marriage, automatically acquired, without the possibility of renouncing it, the nationality of the State in whose territory his or her place of employment is

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situated, shall be treated in the same way as a staff member covered by the first indent of paragraph 1(a).

Section 3

Reimbursement of expenses

A. INSTALLATION ALLOWANCE

Article 5

1. An installation allowance equal to two months' basic salary in the case of a staff member who is entitled to the household allowance, and equal to one month's basic salary in other cases, shall be paid to an established staff member who furnishes evidence that a change in the place of residence was required in order to satisfy the requirements of Article 22 of the Staff Regulations.

In cases where a husband and wife who are staff members are both entitled to the installation allowance, this shall be payable only to the person whose basic salary is the higher.

The installation allowance shall be weighted at the rate fixed for the place where the staff member is employed.

2. An installation allowance of the same amount shall be paid to any staff member who is transferred to a new place of employment and is thereby obliged to change his place of residence in order to comply with Article 22 of the Staff Regulations.

3. The installation allowance shall be calculated by reference to the staff member's marital status and salary either on the effective date of his establishment or on the date of his transfer to a new place of employment.

The installation allowance shall be paid on production of documents establishing the fact that the staff member, together with his family if he is entitled to the household allowance, has settled at the place where he is employed.

4. A staff member who is entitled to the household allowance and does not settle with his family at the place where he is employed shall receive only half the allowance to which he would otherwise be entitled; the second half shall be paid when his family settles at the place where he is employed, provided that it does so within the periods laid down in Article 9(3). Where the staff member is transferred to the place where his family resides before his family has settled at the place where he is employed, he shall not thereby be entitled to an installation advance.

5. An established staff member who has received an installation allowance and who voluntarily leaves the service of the Agency within two years from the date of entering it shall, on leaving the service, refund part of the allowance, in proportion to the unexpired portion of that two-year period.

6. A staff member in receipt of installation allowance shall declare any allowance of like nature which he receives from other sources; such latter allowances shall be deducted from the allowance provided for in this Article.

B. RESETTLEMENT ALLOWANCE

Article 6

1. An established staff member who provides evidence of a change of residence shall be entitled on termination of service to a resettlement allowance equal to two months' basic salary in the case of a staff member who is entitled to the household allowance or to one month's basic salary in other cases, provided that he has completed four years of the service and does not receive a similar allowance in his new employment. In cases where a husband and wife who are staff members are both entitled to the resettlement allowance, this allowance shall be payable only to the person whose basic salary is the higher.

For the purpose of calculating his service, account shall be taken of years spent in active employment, leave for military service and parental leave or family leave.

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The resettlement allowance shall be weighted at the rate fixed for the place where the staff member was last employed.

2. In the event of the death of an established staff member, the resettlement allowance shall be paid to the surviving spouse or, in the absence of such a person, to the dependants within the meaning of Article 2, even if the requirement as to length of service laid down in paragraph 1 of this Article is not satisfied.

3. The resettlement allowance shall be calculated by reference to the staff member's marital status and salary at the date of termination of service.

4. The resettlement allowance shall be paid against evidence that the staff member and his family, or, where the staff member has died, his family only, have resettled at a place situated not less than 70 km from the place where the staff member was employed.

Resettlement of a staff member or of the family of a deceased staff member shall take place within three years of the date of termination of his service.

This time-limit shall not apply as against persons entitled under him who can prove that they were unaware of the foregoing provisions.

C. TRAVEL EXPENSES

Article 7

1. A staff member shall be entitled to reimbursement of travel expenses for himself, his spouse and his dependants actually living in his household:

(a) on taking up his appointment, from the place where he was recruited to the place where he is employed;

(b) on termination of service within the meaning of Article 95 of the Staff Regulations, from the place where he is employed to the place of origin as defined in paragraph 3 of this Article;

(c) on any transfer involving a change in the place where he is employed.

In the event of the death of a staff member, the surviving spouse and dependants shall be entitled to reimbursement of travel expenses under the same conditions.

Travel expenses shall also include the cost of seat reservations, transport of luggage and, where applicable, hotel expenses necessarily incurred.

2. The basis for calculating the reimbursement shall be the first-class rail fare on the shortest and most economical habitual route by rail between the place of employment and the place of recruitment or origin.

Where the route referred to in the first subparagraph exceeds 500 km and in cases where the usual route includes a sea crossing, the staff member concerned shall be entitled, on production of the tickets, to reimbursement of the cost of travel by air in business class or equivalent. Where a means of transport other than those mentioned above is used, calculation of reimbursement shall be based on the cost by rail, excluding sleeper accommodation. Where calculation on this basis is not possible, the terms of reimbursement shall be determined by special decision of the AACC.

3. A staff member's place of origin shall be determined when he takes up his appointment, account being taken of where he was recruited or the centre of his interests. The place of origin as so determined may by special decision of the AACC be changed while the staff member is in service or when he leaves the service. While he is in the service, however, such decision shall be taken only exceptionally and on production by the staff member of appropriate supporting evidence.

The effect of such a change shall not, however, be such as to recognise as the centre of the staff member's interests, a place outside the territories of the EU Member States or of the countries and territories listed in Annex II to the Treaty establishing the European Community.

Article 8

1. Staff members shall be entitled to be paid in each calendar year a sum equivalent to the cost of travel from the place of employment to the place of origin as defined in Article 7 for themselves and, if they are entitled to the

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household allowance, for the spouse and dependants within the meaning of Article 2.

Where a husband and wife are both staff members of the Agency, each has the right in respect of himself or herself and in respect of dependants to the flat-rate payment of travelling expenses, in accordance with the above provisions; each dependant shall be entitled to one payment only. The payment in respect of dependent children is fixed at the request of the husband or wife, on the basis of the place of origin of one or other of them.

Where a staff member marries during a given year and thereby becomes entitled to the household allowance, the travel expenses payable for the spouse shall be calculated in proportion to the period from the date of the marriage to the end of the year.

Any alteration to the basis of calculation which may arise from changes in family status after the date of payment of the sums in question shall not render the staff member concerned liable to make repayment.

Travel expenses for children aged two to ten years shall be calculated on the basis of half of the kilometric allowance and half the flat-rate supplement, the children being deemed for the purposes of calculation to have completed their second or tenth year on 1 January of the current year.

2. The flat-rate payment shall be based on an allowance per kilometre of distance between the staff member's place of employment and place of recruitment or origin; such distance to be calculated according to the method laid down in the first subparagraph of Article 7(2).

The kilometric allowance shall be:

EUR 0, for every km from 0 to 200 km

EUR 0,3320, for every km from 201 to 1 000 km

EUR 0,5533, for every km from 1 001 to 2 000 km

EUR 0,3320, for every km from 2 001 to 3 000 km

EUR 0,1106, for every km from 3 001 to 4 000 km

EUR 0,0532, for every km from 4 001 to 10 000 km

EUR 0, for every km over 10 000 km.

To the above kilometric allowance a flat-rate supplement shall be added, amounting to:

EUR 166, if the distance by train between the place of employment and the place of origin is between 725 km and 1 450 km,

EUR 331,99, if the distance by train between the place of employment and the place of origin is greater than 1 450 km.

The above kilometric allowances and flat-rate supplements shall be adapted every year in the same proportion as remuneration.

3. A staff member whose service is terminated in the course of a calendar year for any reason other than death or who is on leave on personal grounds during part of the year shall, if he is in active employment in the service of the Agency for less than nine months of that year, be entitled only to part of the payment provided for in paragraph 1, calculated in proportion to the time spent in active employment.

4. The preceding provisions shall apply to staff members whose place of employment is within the territories of the EU Member States. Staff members whose place of employment is outside the territory of the EU Member States shall be entitled for themselves and, if they are entitled to receive the household allowance, for their spouse and other dependants within the meaning of Article 2, in each calendar year, to repayment of travel expenses to their place of origin, or to repayment of travel expenses to another place not exceeding the expense of travel to the place of origin. However, if the spouse and the persons referred to in Article 2(2) do not live with the staff member at the place of employment, they shall be entitled each calendar year to reimbursement of travel expenses from the place of origin to the place of employment or to another place not exceeding the cost of the former journey.

These travel expenses shall be reimbursed in the form of a flat-rate payment based on the cost of air travel in the class immediately superior to economy class.

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D. REMOVAL EXPENSES

Article 9

1. The expenses incurred in respect of removal of furniture and personal effects, including the cost of insurance against ordinary risks (breakage, theft, fire), shall be reimbursed to a staff member who is obliged to change his place of residence in order to comply with Article 22 of the Staff Regulations and who has not been reimbursed in respect of the same expenses from another source. Such reimbursement shall not exceed the amount of an estimate approved in advance. Not less than two estimates shall be submitted to the appropriate departments of the Agency, 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.

2. On termination of service or on the death of a staff member, the expenses incurred in respect of removal from the place where he was employed to his place of origin shall be reimbursed.

Where the deceased staff member was unmarried, the expenses shall be reimbursed to those entitled under him.

3. In the case of an established staff member, removal shall be effected within one year of the end of his probationary period.

On termination of service, removal shall be effected within three years as provided in the second subparagraph of Article 6(4).

Removal expenses arising after the expiry of the time-limits set out above shall be reimbursed only in exceptional cases by special decision of the AACC.

E. DAILY SUBSISTENCE ALLOWANCE

Article 10

1. Where a staff member furnishes evidence that a change in the place of residence is required in order to comply with Article 22 of the Staff Regulations, such staff member shall be entitled for a period specified in paragraph 2 of this Article to a subsistence allowance per calendar day as follows:

Staff member entitled to receive household allowance: EUR 34,31.

Staff member not entitled to receive household allowance: EUR 27,67.

The above scale shall be reviewed each time remuneration are revised pursuant to Article 59 of the Staff Regulations.

2. The period in respect of which the daily subsistence allowance is granted shall be as follows:

(a) in the case of a staff member who is not entitled to the household allowance: 120 days;

(b) in the case of a staff member who is entitled to the household allowance: 180 days or, if the staff member is a probationer, the period of probation plus one month.

In cases where a husband and wife who are staff members are both entitled to the basic subsistence allowance, the period in respect of which it is granted as laid down in subparagraph (b) shall apply to the person whose basic salary is the higher. The period laid down in subparagraph (a) shall apply to the other person.

In no case shall the daily subsistence allowance be granted beyond the date on which the staff member removes in order to satisfy the requirements of Article 22 of the Staff Regulations.

F. MISSION EXPENSES

Article 11

1. A staff member travelling on mission and holding an appropriate travel order shall be entitled to reimbursement of travel expenses and to daily subsistence allowance in accordance with the following provisions.

2. The travel order shall state the probable duration of the mission, on the basis of which shall be calculated any advance which the staff member may draw against the daily subsistence allowance. Save where a special decision is taken,

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no advance shall be payable where the mission is not expected to involve an absence of more than 24 hours and is to be carried out in a country using the same currency as that used in the place where the staff member is employed.

3. Save in special cases, to be determined by special decision and in particular where a staff member is called back from leave, the reimbursement of mission expenses shall be limited to the cost of the most economical journey between the place of employment and the place of mission which does not require the staff member on mission to extend his stay significantly.

Article 12

1. Travel by rail

Travel expenses for missions carried out by rail shall be reimbursed on presentation of supporting documents on the basis of the cost of transport in first class by the shortest route between the place of employment and the place of the mission.

2. Travel by air

Staff members shall be authorised to travel by air if the outward and return journeys by rail would total at least 800 kilometres.

3. Travel by sea

The AACC shall authorise in each case and on the basis of the length and cost of the journey the classes to be used and the cabin supplements which may be reimbursed.

4. Travel by car

Travel costs shall be reimbursed in the form of a lump sum based on the rail cost, in accordance with point 1; no other supplement shall be paid.

In the case of a staff member travelling on mission in special circumstances, however, the AACC may decide to grant that staff member an allowance per kilometre covered instead of the reimbursement of travel costs provided for above, if the use of public transport presents clear disadvantages.

Article 13

1. The daily subsistence allowance for missions shall comprise a flat-rate sum to cover all expenses incurred by the person on mission: breakfast, two main meals and incidental expenses, including local travel. Accommodation costs, including local taxes, shall be reimbursed up to a maximum fixed for each country, on production of supporting documents.

2. (a) The scale for the EU Member States is as follows:

(in euro)

Destinations	Daily allowance	Hotel Ceiling
Belgium	84,06	117,08
Czech Republic	55,00	175,00
Denmark	91,70	148,07
Germany	74,14	97,03
Estonia	70,00	120,00
Greece	66,04	99,63
Spain	68,89	126,57
France	72,58	97,27
Ireland	80,94	139,32
Italy	60,34	114,33
Cyprus	50,00	110,00
Latvia	85,00	165,00
Lithuania	80,00	170,00

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Destinations	Daily allowance	Hotel Ceiling
Luxembourg	82,00	106,92
Hungary	50,00	165,00
Malta	60,00	115,00
Netherlands	78,26	131,76
Austria	74,47	128,58
Poland	60,00	210,00
Portugal	68,91	124,89
Slovenia	60,00	110,00
Slovakia	50,00	125,00
Finland	92,34	140,98
Sweden	92,91	141,77
United Kingdom	86,89	149,03

Where a staff member on mission is provided with a meal or accommodation free of charge or reimbursed by one of the Community institutions, an administration or outside body, this must be declared. A corresponding deduction will then be made.

(b) The scale for missions in countries outside the European territory of the EU Member States shall be fixed and adjusted periodically by the AACC.

3. The rates set out in paragraph 2(a) shall be reviewed every two years on basis of the review taking place pursuant to Article 13(3) of Annex VII to the EC Staff Regulations.

Article 14

Detailed rules for the application of Articles 11, 12 and 13 shall be laid down by the Agency.

G. FIXED REIMBURSEMENT OF EXPENSES

Article 15

1. Staff members who, by reason of their duties, regularly incur entertainment expenses may be granted a fixed rate allowance by the AACC, which shall determine the amount thereof.

In special cases, the AACC may in addition decide that part of the cost of accommodation for the staff member concerned also be borne by the Agency.

2. In the case of staff members who, as a result of special instructions, occasionally incur entertainment expenses for official purposes, the amount of the entertainment allowance shall be determined in each instance on the basis of supporting documents and on terms to be laid down by the AACC.

Article 16

By decision of the AACC, senior management staff (Director-General or their equivalent in grade AD16 or AD15 and Directors or their equivalent in grade AD15 or AD14) who do not have an official car at their disposal may receive a fixed allowance, not exceeding EUR 892,42 a year to cover normal travel within the boundaries of the town where they are employed.

The allowance may, by reasoned decision of the AACC, be granted to a staff member whose duties constantly require him to make journeys for which he is authorised to use his own car.

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Section 4

Payment of sums due

Article 17

1. Payment of remuneration to staff members shall be made on the 15th day of each month for the month then current. The amount of remuneration shall be rounded off to the nearest cent above.

2. Where remuneration is not due in respect of a complete month, the amount shall be divided into thirtieths, and

(a) where the actual number of days payable is 15 or less, the number of thirtieths due shall equal the actual number of days payable;

(b) where the actual number of days payable is more than 15, the number of thirtieths due shall equal the difference between the actual number of days not payable and 30.

3. Where entitlement to family allowances and expatriation allowances commences after the date of entering the service, the staff member shall receive these from the first day of the month in which such entitlement commences. On cessation of such entitlement, the staff member shall receive the sum due up to the last day of the month in which entitlement ceases.

Article 18

1. Payment shall be made to each staff member at the place and in the currency of the country where he carries out his duties.

2. In the same conditions as those laid down in rules fixed by the Community institutions pursuant to Article 17(2) of Annex VII to the EC Staff Regulations, staff members may regularly have part of their remuneration transferred by the Agency to another EU Member State.

Under the first sentence of this paragraph the following may be transferred, separately or in combination:

(a) for children attending an education establishment in another EU Member State, a maximum amount per dependent child equal to the amount of the education allowance actually received for that child;

(b) on production of valid supporting documents, regular payments to all other persons residing in the relevant EU Member State to whom the staff member provides evidence of having an obligation by virtue of a decision of the courts or the competent administrative authority.

The transfers referred to in point (b) may not exceed 5 % of the staff member's basic salary.

3. The transfers provided for in paragraph 2 of this Article shall be made at the same exchange rate as those referred to in the second paragraph of Article 63 of the EC Staff Regulations. The amounts transferred shall be multiplied by a coefficient representing the difference between the correction coefficient for the country to which the transfer is made as defined in subparagraph (b) of Article 3 (5) of Annex XI to the EC Staff Regulations and the correction coefficient applied to the remuneration of the staff member as referred to in subparagraph (a) of Article 3(5) of Annex XI to the EC Staff Regulations.

4. Apart from the transfers referred to in paragraphs 1 to 3, a staff member may request a regular transfer to another EU Member State at the monthly exchange rate, without application of any coefficient. This transfer may not exceed 25 % of the staff member's basic salary.

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ANNEX VI

SEVERANCE GRANT AND PENSION

CHAPTER 1

Severance grant

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Article 1

1. A staff member whose service terminates otherwise than by reason of death or invalidity shall be entitled on leaving the service:

(a) where he has completed less than one year's service, to payment of a severance grant equal to three times the amounts withheld from his basic salary in respect of his pension contributions, after deduction of any amounts paid under Articles 90 and 131 of the Staff Regulations;

(b) in other cases, he shall be entitled:

1. to have the actuarial equivalent of his retirement pension rights in the Agency, updated to the actual date of transfer, transferred to the pension fund of an administration or organisation or to the pension fund under which he acquires retirement pension rights by virtue of the activity pursued in an employed or self-employed capacity, or

2. to the payment of the actuarial equivalent of such benefits to a private insurance company or pension fund of their choice, on condition such company or fund guarantees that:

(i) the capital will not be repaid;

(ii) a monthly income will be paid from age 60 at the earliest, and age 65 at the latest;

(iii) provisions are included for reversion or survivors' pensions;

(iv) transfer to another insurance company or other fund will be authorised only if such fund fulfils the conditions laid down in points (i), (ii) and (iii).

2. By way of derogation from paragraph 1(b), a staff member who, since taking up his duties, has, in order to establish or maintain pension rights, paid into a national pension scheme, a private insurance scheme or a pension fund of his choice which satisfies the requirements set out in paragraph 1, and whose service terminates for reasons other than death or invalidity, shall be entitled, on leaving the service, to a severance grant equal to the actuarial value of his pension rights acquired during service in the Agency. In these cases the payments made in order to establish or maintain his pension rights under the national pension scheme in application of Articles 90 or 131 shall be deducted from the severance grant.

3. Where a staff member's service has been terminated by removal from his post, the severance grant to be paid or, as the case may be, the actuarial equivalent to be transferred shall be determined by reference to the Decision taken in accordance with Article 146 of the Staff Regulations.

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CHAPTER 2

Invalidity Allowance

Article 2

1. Subject to the provisions of Article 75 of the Staff Regulations, a staff member aged less than 65 years who at any time during the period in which he is acquiring pension rights is recognised by the Invalidity Committee to be suffering from total permanent invalidity preventing him from performing the duties corresponding to a post in his career bracket, and who is obliged on these grounds to end his service with the Agency shall be entitled, for so long as such incapacity persists, to invalidity allowance as provided for in Article 76 of the Staff Regulations.

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2. Persons in receipt of an invalidity allowance may not engage in gainful employment without the prior authorisation of the AACC. Any income from such gainful employment which, in combination with the invalidity allowance, exceeds the final total remuneration received while in active service as determined on the basis of the salary scale in force on the first day of the month in which the allowance is to be paid shall be deducted from the invalidity allowance.

The recipient of the allowance shall be required to provide on request any written proof which may be requested and to notify the Agency of any factor that may affect entitlement to the allowance.

Article 3

While a former staff member drawing invalidity allowance is aged less than 63 years, the Agency may have him medically examined periodically to ascertain that he still satisfies the requirements for payment of the allowance.

CHAPTER 3

Survivor's pension

Article 4

Where a staff member dies being on active employment, leave on personal grounds, leave for military service, parental leave or family leave, the surviving spouse shall be entitled, provided that the couple were married for at least one year at the time of his death and subject to the provisions of Article 75 of the Staff Regulations and Article 11 of this Annex, to the survivor's pension equal to 60 % of the retirement pension rights acquired for the staff member at the time of death.

The duration of the marriage shall not be taken into account if there are one or more children of the marriage or of a previous marriage of the staff member, provided that the surviving spouse maintains or has maintained those children, or if the staff member's death resulted either from physical disability or sickness contracted in the performance of his duties or from accident.

Article 5

Where a former staff member was in receipt of invalidity allowance the surviving spouse shall be entitled, subject to the provisions of Article 8, provided that the couple were married when the staff member became eligible for the allowance, to a survivor's pension equal to 60 % of the invalidity allowance which the spouse was receiving at the time of death.

The minimum survivor's pension shall be 35 % of the final basic salary; the amount of the survivor's pension shall in no case, however, exceed the amount of the invalidity allowance which the spouse was receiving at the time of death.

Article 6

For purpose of Articles 4 and 5, the duration of the marriage shall not be taken into account where the marriage, though contracted after termination of the staff member's service, has lasted at least five years.

Article 7

1. The orphan's pension provided for in Article 81, first, second and third subparagraphs of the Staff Regulations shall for the first orphan be equal to eight tenths of the survivor's pension to which the surviving spouse of a staff member or former staff member in receipt of an invalidity allowance would have been entitled, the reductions set out in Article 10 of this Annex, being disregarded.

It shall not be less than the minimum subsistence figure, subject to the provisions of Article 8.

2. The pension shall be increased, for each dependent child after the first, by an amount equal to twice the dependent child allowance.

Orphans shall be entitled to education allowance in accordance with Article 3 of Annex V.

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3. The total amount of pension and allowance calculated in this way shall be divided equally among the orphans entitled.

Article 8

Where a staff member leaves a surviving spouse and also orphans of a previous marriage or other persons entitled under him, the total pension, calculated as if for a surviving spouse having all these persons dependent on him, shall be apportioned among the various persons concerned in proportion to the pensions which would have been payable to each category of them if treated separately.

Where a staff member leaves orphans of different marriages, the total pension, calculated as though all the children were of the same marriage, shall be apportioned among the various persons concerned in proportion to the pensions which would have been payable to each category of them if treated separately.

For the purposes of calculating this apportionment, children of a previous marriage of either spouse, who are recognised as dependants within the meaning of Article 2 of Annex V shall be included in the category of children of the marriage to the staff member or former staff member in receipt of an invalidity allowance.

In the case envisaged in the second paragraph of this Article, ascendants who are recognised as being dependants as provided for in Article 2 of Annex V shall be treated in the same way as dependent children and, for the purpose of calculating the apportionment, included in the category of descendants.

Article 9

The right to receive payment of survivor's pension shall have effect from the first day of the calendar month following that in which the staff member or former staff member in receipt of an invalidity allowance died. However, where the payment provided for in Article 59(8) of the Staff Regulations is made on the death of the staff member or of the person entitled to a pension, such right shall take effect on the first day of the fourth month following that in which death occurred.

The right to receive payment of survivor's pension shall cease at the end of the calendar month in which the recipient of the pensions dies or ceases to satisfy the requirements for payment of the pension. Similarly the right to an orphan's pension shall cease if the recipient ceases to be regarded as a dependent child within the meaning of Article 2 of Annex V.

Article 10

Where the difference in age between the deceased staff member or former staff member in receipt of an invalidity allowance and his surviving spouse, less the length of time they have been married, is more than 10 years, the survivor's pension, calculated in accordance with the preceding provisions, shall be subject to a reduction, per full year of difference, amounting to:

— 1 %, for the years between 10 and 20;

— 2 %, for the years 20 up to but not including 25;

— 3 %, for the years 25 up to but not including 30;

— 4 %, for the years 30 up to but not including 35;

— 5 %, for the years from 35 upwards.

Article 11

A surviving spouse's entitlement to survivor's pension shall cease on remarriage. He or she shall be entitled to immediate payment of a capital sum equal to twice the annual amount of his survivor's pension, provided that the second paragraph of Article 81 of the Staff Regulations does not apply.

Article 12

The divorced spouse of a staff member or a former staff member shall be entitled to a survivor's pension, as defined in this Chapter, provided that, on the death of

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the former spouse, he/she can justify entitlement on his/her own account to receive maintenance from him by virtue of a court order or as a result of an officially registered settlement in force between himself/herself and his/her former spouse.

The survivor's pension may not, however, exceed the amount of maintenance paid at the time of death of the former spouse, the amount having been adjusted in accordance with the procedure laid down in Article 84 of the Staff Regulations.

The divorced spouse's entitlement shall cease if he or she remarries before the former spouse dies. Article 11 shall apply in the event of remarriage after the death of the former spouse.

Article 13

Where the deceased staff member leaves more than one divorced spouse entitled to survivor's pension or one or more divorced spouses and a surviving spouse entitled to a survivor's pension, that pension shall be divided in proportion to the respective duration of the marriages. The provisions of the second and third paragraphs of Article 12 shall apply.

If any of the persons entitled to pension dies or renounces his or her share, that share shall accrue to the shares of the other persons, except where there are orphans' rights under the second paragraph of Article 81 of the Staff Regulations.

Reductions in respect of difference in age, as provided for in Article 10, shall be applied separately to pensions divided in accordance with this Article.

Article 14

Where under Article 19 of this Annex the divorced spouse ceases to be entitled to a pension, the total pension shall be payable to the surviving spouse, provided the second paragraph of Article 81 of the Staff Regulations does not apply.

CHAPTER 4

Provisional pensions

Article 15

The spouse or persons recognised as dependants of a staff member being on active employment, leave on personal grounds, leave for military service, parental leave or family leave whose whereabouts are unknown for more than one year provisionally receive the survivor's pension to which they would be entitled under this Annex.

Article 16

The spouse or persons recognised as dependants of a former staff member in receipt of invalidity allowance whose whereabouts are unknown for more than one year may provisionally receive the survivor's pension to which they would be entitled under this Annex.

Article 17

The provisions of Article 16 shall apply to persons recognised as a dependant of a person in receipt of or entitled to a survivor's pension whose whereabouts are unknown for more than one year.

Article 18

Provisional pensions under Articles 15, 16 and 17 shall be converted into definitive pensions when the death of the staff member or former staff member has been duly confirmed or he has been legally declared missing, presumed dead.

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CHAPTER 5

Pension increases in respect of dependent children

Article 19

The provisions of the second paragraph of Article 80 of the Staff Regulations shall apply to persons in receipt of a provisional pension.

Articles 80 and 81 of the Staff Regulations shall also apply to children born less than 300 days after the death of the staff member or former staff member in receipt of an invalidity allowance.

Article 20

The award of a survivor's pension or of an invalidity allowance or of a provisional pension shall not entitle the pensioner to expatriation allowance.

CHAPTER 6

Funding of the pension scheme

Article 21

Salaries and invalidity allowances shall in all cases be subject to deduction of the contribution of the pension scheme provided for in Articles 74 to 87 of the Staff Regulations.

Article 22

Staff members on leave on personal grounds who are continuing to acquire further pension rights on the conditions laid down in Article 56(3) of the Staff Regulations shall continue to pay the contribution referred to in Article 21 of this Annex on the basis of the salary carried by this step and grade.

All benefits to which any such staff member or those entitled under him may be entitled under this pension scheme shall be calculated on the basis of such salary.

Article 23

Contributions properly deducted shall not be refunded. Contributions wrongly deducted shall not confer the right to receive a pension; they shall be reimbursed without interest at the request of the staff member or of those entitled under him.

CHAPTER 7

Calculation of pension

Article 24

The Agency shall be responsible for calculating the amount of survivor's or provisional pension or invalidity allowance. A detailed statement of the calculation shall be communicated to the staff member or to those entitled under him, at the same time as the decision awarding the pension.

An invalidity allowance shall not be paid concurrently with the salary payable from the general budget of the Agency. Similarly, it shall be incompatible with any remuneration derived from a post in one of the Community institutions or agencies.

Article 25

The amount of pension may at any time be calculated afresh if there has been error or omission of any kind.

Pensions shall be liable to modification or withdrawal if the award was contrary to the provisions of the Staff Regulations or of this Annex.

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Article 26

Where a staff member or former staff member in receipt of an invalidity allowance dies and those entitled under him do not apply for their pension or allowance within one year from the date of his death, they shall lose their entitlement, save where force majeure is duly established.

Article 27

A former staff member or those entitled under him in favour of whom benefits arise under this pension scheme shall furnish such written proof as may be required and inform the Agency of any facts liable to affect their entitlement.

Article 28

Where a staff member has been temporarily deprived, in whole or in part, of his pension rights under Article 146 of the Staff Regulations, he shall be entitled to claim reimbursement in proportion to the amount by which his pension has been reduced of the pension contributions he has paid.

CHAPTER 8

Payment of benefits

Article 29

Benefits under this pension scheme shall be paid monthly in arrears.

These benefits shall be provided by the Agency.

For pensioners residing in the European Union, benefits shall be paid in euro into a bank in the EU Member State of residence.

For pensioners residing outside the Union, pensions shall be paid in euro into a bank in the country of residence. The pension may by way of exception be paid in euro into a bank in the country where the Agency has its headquarters, or in foreign currency in the country of residence of the pensioner, converted at the most up-to-date exchange rates used for the implementation of the budget of the Agency.

This Article shall apply by analogy to the recipients of an invalidity allowance.

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ANNEX VII

TYPES OF POSTS IN EACH FUNCTION GROUP, AS PROVIDED FOR IN ARTICLE 7(3)

Function group AD		Function group AST	
Director-General	AD 16		
Director-General/Director	AD 15		
Administrator working for example as: Director/Head of unit/Adviser/linguistic expert; economic expert; legal expert; medical expert; scientific expert; research expert; financial expert, audit expert	AD 14		
Administrator working for example as: Head of Unit/Adviser/linguistic expert; economic expert; legal expert; medical expert; scientific expert; research expert; financial expert, audit expert	AD 13		
Administrator working for example as: Head of Unit/principal translator, principal economist; principal lawyer; principal medical officer; principal scientist; principal researcher; principal financial officer, principal audit officer	AD 12		
Administrator working for example as: Head of Unit/principal translator, principal economist; principal lawyer; principal medical officer; principal scientist; principal researcher; principal financial officer, principal audit officer	AD 11	AST 11	Assistant working for example as: Personal assistant (p.a.); clerical officer; technical officer; IT officer
Administrator working for example as: Head of Unit/senior translator; senior economist; senior lawyer; senior medical officer; senior scientist; senior researcher; senior financial officer, senior audit officer	AD 10	AST 10	Assistant working for example as: Personal assistant (p.a.); clerical officer; technical officer; IT officer
Administrator working for example as: Head of Unit/senior translator; senior economist; senior lawyer; senior medical officer; senior scientist; senior researcher; senior financial officer, senior audit officer	AD 9	AST 9	Assistant working for example as: Personal assistant (p.a.); clerical officer; technical officer; IT officer
Administrator working for example as: Translator; economist; lawyer; medical officer; scientist; researcher; financial officer, auditor	AD 8	AST 8	Assistant working for example as: Senior clerk; senior documentalist; senior technician; senior IT operative
Assistant working for example as: Translator; economist; lawyer; medical officer; scientist; researcher; financial officer, auditor	AD 7	AST 7	Assistant working for example as: Senior clerk; senior documentalist; senior technician; senior IT operative
Administrator working for example as: Junior translator; junior economist; junior lawyer; junior medical officer; junior scientist; junior researcher; junior financial officer	AD 6	AST 6	Assistant working for example as: Clerk; documentalist; technician; IT operative
Administrator working for example as: Junior translator; junior economist; junior lawyer; junior medical officer; junior scientist; junior researcher; junior financial officer	AD 5	AST 5	Assistant working for example as: Clerk; documentalist; technician; IT operative
		AST 4	Assistant working for example as: Junior clerk; junior documentalist; junior technician, junior IT operative

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Function group AD		Function group AST	
		AST 3	Assistant working for example as: Junior clerk; junior documentalist; junior technician, junior IT operative
		AST 2	Assistant working for example as: Filing clerk; technical attendant; IT attendant
		AST 1	Assistant working for example as: Filing clerk; technical attendant; IT attendant