



FUSION FOR ENERGY

The European Joint Undertaking for ITER and the Development of Fusion Energy

THE GOVERNING BOARD

DECISION OF THE GOVERNING BOARD ON THE SECONDMENT OF EXPERTS TO THE JOINT UNDERTAKING FOR ITER AND THE DEVELOPMENT OF FUSION ENERGY

THE GOVERNING BOARD,

HAVING REGARD to the Statutes annexed to the Council Decision (Euratom) No198/2007¹ of 27 March 2007 establishing the European Joint Undertaking for ITER and the Development of Fusion Energy (hereinafter "the Joint Undertaking") and conferring advantages upon it and in particular to Article 10(4) thereof.

HAVING REGARD to the Decision of the Governing Board of 22 October 2007² on the Secondment of Experts to the Joint Undertaking for ITER and the Development of Fusion for Energy.

HAVING REGARD to the Commission Decision of 12 November 2008³ laying down rules on the secondment to the Commission of national experts and national experts in professional training.

HAVING REGARD to the Decision of the High Representative of the Union for Foreign Affairs and Security Policy of 23 March 2011 establishing the rules applicable to National Experts Seconded to the European External Action Service.

WHEREAS:

- (1) The Decision of the Governing Board of the Joint Undertaking of 2007 requires a substantial revision taking into account the specific operational needs of the Joint Undertaking which have developed since 2007 and the revised Commission rules on national experts;
- (2) Seconded National Experts (SNEs) should enable the Joint Undertaking to benefit from the high level of their professional knowledge and experience, in particular in areas where such expertise is not readily available;
- (3) It is highly desirable to foster the exchange of professional experience in, and knowledge of, European policies by temporarily assigning to the Joint Undertaking experts from governments, state departments, national research organisations, the private or voluntary sector of the Members of the Joint Undertaking;
- (4) SNEs might also be available, upon approval by the Director of the Joint Undertaking (hereinafter "the Director"), from third countries or international organisations;
- (5) The rights and obligations of SNEs set out in this Decision should ensure that they carry out their duties solely in the interests of the Joint Undertaking and avoiding any conflict of interests;

¹ OJ L90, 30.03.2007, p. 58.

² F4E(07)-GB03-17 Adopted 22/10/2007

³ C(2008) 6866 Adopted 12/11/2008

- (6) In view of their special status, it should be stipulated that SNEs acting alone will not exercise any of the responsibilities that belong to the Joint Undertaking by virtue of the powers conferred upon it, unless specially empowered to do so in writing by the Director;
- (7) In the case of working conditions, it is desirable bringing them as much as possible in line with the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Communities, but without actually assimilating SNEs to these categories;
- (8) Steps should be taken to make it easier to review subsistence allowances, taking account of adjustments to the basic salaries of Community officials in Brussels and Luxembourg as well as related modifications for other places of employment of Community officials.

THE GOVERNING BOARD OF THE JOINT UNDERTAKING HAS ADOPTED THE FOLLOWING DECISION:

**TITLE I
SECONDED NATIONAL EXPERTS**

**Chapter I
General provisions**

*Article 1
Scope and definitions*

1. These Rules shall apply to national experts seconded to the Joint Undertaking (hereinafter referred to as SNEs), by a national, regional or local public authority. They also apply to experts on secondment from an international civil service as well as to those from the private sector and the non-profit making or voluntary sector.

The persons covered by these Rules must have worked for their employer on a permanent or contract basis for at least 12 months before their secondment and shall remain in the service of that employer throughout the period of secondment.

The SNE's employer shall thus undertake to continue to pay his salary, to maintain his administrative status (permanent official or contract staff member) throughout the period of secondment and to inform the Director of any change in the SNE's situation in this regard. The SNE's employer shall also continue to be responsible for all his social rights, particularly social security and pension. The termination of or change in the SNE's administrative status (permanent official or contract staff member) may lead to the termination of his secondment by the Joint Undertaking, without notice, in accordance with Article 10(2)(c).
2. Except where the Director grants a derogation, an SNE must be a national of a Member of the Joint Undertaking or a country with which the Council has decided to open accession negotiations.
3. When a secondment is being planned, the Joint Undertaking shall ensure the geographical and gender balance and compliance with the principle of equal opportunities, in accordance with the principles set out in Article 1d and Article 27 of the Staff Regulations.
4. Any reference in these Rules 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.

Article 2
Cost-free Seconded National Experts

1. For the purposes of this Decision, "cost-free SNEs" means SNEs for whom the Joint Undertaking does not pay any of the allowances provided for in Chapters III and V or cover any of the expenses provided for in this Decision, other than those related to the performance of their duties during their secondment.
2. Cost-free SNEs may be seconded from employers as defined in Article 1(1), except the private sector. In case of third countries and international organisations the secondment shall be in pursuance of a reciprocal and simultaneous exchange with the Joint Undertaking staff, under the terms to be agreed by the Director on behalf of the Joint Undertaking and the third country or international organisation concerned.

Article 3
Authorisation of new SNE requests

1. The secondment shall be authorised by the Director. In case of Members of the Joint Undertaking, secondment shall be effected by an exchange of letters between the Director and the Office of the Permanent Representative to the EU or the Swiss Mission to the EU as the case may be. Correspondence shall be exchanged with the appropriate diplomatic missions to the EU in case of other non- Joint Undertaking member countries or in case of international organisations, private sector, non-profit making entities or voluntary sector directly with such organisations or such entities.
2. A copy of the rules applicable to national experts on secondment to the Joint Undertaking shall be attached to the exchange of letters.

Article 4
Period of secondment

1. The initial period of secondment may not be less than six months or more than two years. It may be renewed once or more, up to a total period not exceeding four years. Exceptionally, where the interests of the service warrant it, the Director may authorise one or more extensions of the secondment for a maximum of two more years at the end of the four-year period.
2. The initial duration of the secondment shall be specified in the exchange of letters referred to in Article 3(1). Any extension of the period of secondment shall be the subject of a new exchange of letters.
3. An SNE who has already been seconded to the Joint Undertaking may be seconded to it another time subject to the following conditions:
 - a) the SNE must continue to meet the conditions for secondment;
 - b) a period of at least three years must have elapsed between the end of the previous period of secondment and the new secondment.

The minimum period of three years referred to at b) shall not be required if the previous secondments lasted for less than four years, but in that case the new secondment shall not exceed the unexpired part of the four-year period, without prejudice to the possibility of extending it by up to two more years, as provided for in paragraph 1.

Article 5
Place of secondment

SNEs may be seconded to any place of employment of the Joint Undertaking's staff.

Article 6
Tasks

1. SNEs shall assist the Joint Undertaking staff, performing the tasks assigned to them based on their professional knowledge and experience. They may not perform middle or senior management duties, even when deputising for their immediate superior.
2. An SNE shall take part in missions or external meetings only as part of a delegation led by a Joint Undertaking staff member or, if on his own, as an observer or for information purposes.
3. In all other cases, by way of derogation from paragraph 2, the Director may give a specific mandate to the SNE to participate on his own in one or more missions or external meetings, after having ensured that there is no potential conflict of interest.

In such cases the Director shall give the SNE clear and specific written instructions on the position to be adopted during the missions or meetings in question.

The Director may delegate his power to derogate to the relevant department of the SNE concerned. Under no circumstances may an SNE on his own represent the Joint Undertaking with a view to entering into commitments, whether financial or otherwise, or negotiating on its behalf.

An SNE may, however, represent the Joint Undertaking in legal proceedings as co-agent with a staff member.

4. The Joint Undertaking shall remain solely responsible for approving the results of any tasks performed by an SNE and for signing any official documents arising from them.
5. The Joint Undertaking, the SNE's employer and the SNE must ensure that there is no conflict of interest in relation to the SNE's duties while seconded to the Joint Undertaking.

For this purpose, the Joint Undertaking shall inform the SNE and his employer before the start of the secondment about the intended duties and ask them to confirm in writing that they do not know of any reason why the SNE should not be assigned to those duties.

The employer and the SNE shall also undertake to inform the Director of any change of circumstances during the secondment which could give rise to any such conflict.

The Joint Undertaking shall keep a copy of all such exchanges of correspondence in its records.

6. Where the Joint Undertaking considers that the nature of its activities requires particular security precautions, security clearance shall be obtained prior to recruitment.
7. Failure on the part of the SNE to comply with his obligations arising from paragraphs 2, 3 or 5 shall entitle the Joint Undertaking, if it sees fit, to terminate the secondment of the SNE pursuant to Article 10(2)(c).

Article 7
Rights and obligations

1. During the period of secondment:
 - a) The SNE shall carry out his duties and conduct himself solely with the interests of the Joint Undertaking in mind. He shall neither seek nor take instructions from any government, authority, organisation or person outside the Joint Undertaking. He shall carry out the duties assigned to him objectively, impartially and in keeping with his duties of loyalty to the Joint Undertaking.

- b) An SNE wishing to engage in an outside activity, whether paid or unpaid, or to carry out any assignment outside the Joint Undertaking shall be subject to the Joint Undertaking's rules on prior authorisation for the Joint Undertaking's Statutory staff⁴. The Joint Undertaking shall consult the SNE's employer before issuing an authorisation.
- c) The SNE shall refrain from any action or behaviour which might reflect adversely upon his position and from any form of psychological or sexual harassment⁵.
- d) The SNE shall not, in the performance of his duties, deal with a matter in which, directly or indirectly, he has any personal interests such as to impair his independence, and, in particular, family and financial interests. If he has occasion in the performance of his duties to deal with such a matter, he shall immediately inform his line manager and/or the Director, in accordance with the Joint Undertaking Rules on management of conflict of interest, who shall take any appropriate measure and may, in particular, relieve the SNE of responsibility in this matter.

The SNE may neither keep nor acquire, either directly or indirectly, in undertakings which are subject to the authority of the Joint Undertaking or which have dealings with the Joint Undertaking, any interests of such kind or magnitude as might impair his independence in the performance of his duties.

The SNE shall declare any gainful activity performed in a professional capacity by his spouse, as defined by the Staff Regulations.

- e) The SNE 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.
- f) The SNE has the right to freedom of expression, with due regard for the principles of loyalty and impartiality.

The SNE who intends to publish or cause to be published, whether alone or with others, any text on a matter relating to the work of the Joint Undertaking shall inform his line manager in advance. Where the line manager is able to demonstrate that the publication is liable seriously to prejudice the legitimate interests of the Joint Undertaking, he shall inform the SNE of his decision in writing within 30 working days of receipt of the information. If no such decision is notified within the specified period, the line manager shall be deemed to have had no objections.

- g) All rights in any work done by the SNE in the performance of his duties shall be the property of the Joint Undertaking.
 - h) The SNE shall reside at the place of secondment or at no greater distance there from as is compatible with the proper performance of his activities.
 - i) Based on his professional knowledge and experience, the SNE shall assist and tender advice to the superiors in the Joint Undertaking to whom he is assigned and shall be responsible to his superiors for performance of the tasks entrusted to him.
2. Failure to comply with any of the provisions of paragraph 1 during the period of secondment shall entitle the Joint Undertaking, if it sees fit, to terminate the SNE's secondment pursuant to Article 10(2)(c).

⁴ Article 12b of the Staff Regulations and the provisions implementing this Article shall apply mutatis mutandis.

⁵ Article 12a of the Staff Regulations and the provisions implementing this Article shall apply mutatis mutandis. Reference is also made to the Joint Undertaking policy on protecting the dignity of the person and preventing psychological harassment and sexual harassment (01.02.2013).

3. At the end of the secondment the SNE shall continue to have a duty of loyalty to the Joint Undertaking and be bound by the obligation to act with integrity and discretion in the exercise of new duties assigned to him and in accepting certain posts or advantages.

Article 8

Professional experience and knowledge of languages

1. To qualify for secondment to the Joint Undertaking a national expert must have at least three years' experience of administrative, legal, scientific, technical, advisory or supervisory functions which can be regarded as equivalent to those of function groups AD or AST – this latter function group being taken into consideration only for highly specialised job profiles – as defined in the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Communities.
2. The SNE must produce evidence of a thorough knowledge of English, as the main working language of the Joint Undertaking and a satisfactory knowledge of another Community language to the extent necessary for the performance of his duties. An SNE from a non-member country must produce evidence of a thorough knowledge of English.

Article 9

Suspension of secondment

1. At the written request of the SNE or his employer, and with the latter's agreement, the Joint Undertaking may authorise suspensions of periods of secondment and specify the terms applicable. During such suspensions:
 - a) the subsistence allowances referred to in Article 17 shall not be payable;
 - b) the travel expenses referred to in Article 19 shall be payable only if the suspension is at the Joint Undertaking's request.
 - c) any reimbursement of remuneration to the SNE's employer under Article 20 shall be automatically suspended.
2. The period of suspension shall not be counted in the period of secondment as defined in Article 4.
3. The Joint Undertaking shall inform the SNE's employer.

Article 10

Termination of periods of secondment

1. Subject to paragraph 2, the expert's secondment may be terminated at the request of the Joint Undertaking or the SNE's employer, subject to three months' notice, or at the SNE's request, subject to the same period of notice and with the agreement of the Joint Undertaking and the SNE's employer.
2. In exceptional circumstances the secondment may be terminated without notice:
 - a) by the SNE's employer, if the employer's essential interests so require;
 - b) by the Joint Undertaking and the employer acting jointly, at the request of the SNE addressed to both parties, if the SNE's personal or professional interests so require;
 - c) by the Joint Undertaking in the event of failure by the SNE or his employer to respect their obligations under this Decision; the Joint Undertaking shall immediately inform the SNE and his employer accordingly.

Chapter II Working conditions

Article 11 Social security

1. Before the period of secondment begins, the employer from which the SNE is to be seconded, shall certify to the Joint Undertaking that he will remain, throughout the period of secondment, subject to the social security legislation applicable to that employer and the SNE and that the employer will assume responsibility for the social security expenses incurred abroad. To this end, the SNE's employer shall provide the Joint Undertaking with the certificate referred to in Article 11(1) of Council Regulation (EEC) No 574/72⁶.

For SNEs seconded to an office of the Joint Undertaking in a non-Joint Undertaking member country, the employer from which the SNE is seconded shall provide sufficiently high ceilings for reimbursement to cover the medical expenses incurred in the country concerned and the cost of repatriation on health grounds, should this be necessary.

2. From the day on which their secondment begins, SNEs shall be covered by the Joint Undertaking against the risk of accident. The Joint Undertaking shall provide them with a copy of the terms of this cover on the day on which they report to the appropriate department of the Joint Undertaking to complete the administrative formalities related to the secondment.
3. A SNE who cannot be covered by a public sickness insurance scheme may apply to have this risk insured by the Joint Undertaking. The SNE shall pay half the relevant insurance premium and his contribution shall be deducted monthly from the subsistence allowances referred to in Article 17.

Article 12 Working hours

1. The working hours for SNEs shall be the same as those in force at the Joint Undertaking⁷.
2. An SNE shall serve on a full-time basis throughout the period of secondment. Following a duly justified request originating from the concerned department of the Joint Undertaking, the Director may allow an SNE to work part time, provided the SNE's employer agrees and the arrangement is compatible with the smooth running of the relevant department.

Article 13 Sick leave

1. The rules in force at the Joint Undertaking on absence due to sickness or accident shall apply to SNEs⁸.
2. Where the period of sick leave exceeds three months or the length of time worked by the SNE, whichever is longer, the subsistence allowances referred to in Article 17 shall be automatically suspended.

Sick leave may not extend beyond the duration of the secondment of the person concerned.

3. SNEs who are the victim of a work-related injury which occurs during the secondment shall continue to receive the subsistence allowances in full throughout the period during which they

⁶ OJ L 74, 27.3.1972, p. 1., as last amended by Commission Regulation (EC) No 120/2009 of 9 February 2009; L 39 29 10.2.2009.

⁷ Articles 55, 56 and 56c of the Staff Regulations and the provisions implementing these Articles shall apply mutatis mutandis.

⁸ Articles 59 and 60 of the Staff Regulations and the provisions implementing these Articles shall apply mutatis mutandis.

are unfit for work. These allowances shall not, however, be paid beyond the end of the period of secondment.

*Article 14
Annual and special leave*

1. With the exception of the provisions relating to grade, the rules in force at the Joint Undertaking on annual and special leave, applicable to the Joint Undertaking Statutory staff, shall apply to SNEs⁹.
2. Leave shall be subject to prior authorisation by the department to which the SNE is seconded. In the event of unauthorised absence within the meaning of Article 60 of the Staff Regulations, subsistence allowances shall not be paid and the reimbursement of remuneration referred to in Article 20 may be adjusted accordingly.
3. Upon a duly justified request from the SNE's employer, the SNE may additionally be granted up to two days of special leave by the Joint Undertaking in a 12-month period to visit his employer.
4. In the case of part-time work, the annual leave shall be reduced accordingly
5. Days of annual leave not taken by the end of the period of secondment shall be forfeited.

*Article 15
Maternity leave*

1. The rules in force at the Joint Undertaking on maternity leave shall apply to SNEs¹⁰. While on maternity leave the SNE shall receive the subsistence allowances referred to in Article 17.
2. Where the rules that are binding upon the SNE's employer provide for a period of maternity leave longer than that granted by the Joint Undertaking, the secondment may, at the SNE's request, be interrupted for the period by which that leave exceeds the leave granted by the Joint Undertaking.

A period equivalent to the break may be added to the end of the secondment if the interests of the Joint Undertaking warrant it.
3. An SNE may, as an alternative, apply for a break in the secondment to cover the sum of the periods allowed for maternity leave. In that case, the second subparagraph of paragraph 2 shall apply.

*Article 16
Management and control*

The administrative and financial management, such as the calculation and payment of subsistence allowances and travel allowances, shall be the responsibility of the Human Resources Unit of the Joint Undertaking in collaboration with the Commission's Pay Master Office in Brussels.

⁹ Articles 57 and 59a of and Annex V to the Staff Regulations and the provisions implementing these Articles shall apply *mutatis mutandis*.

¹⁰ Article 58 of the Staff Regulations and the provisions implementing this Article shall apply *mutatis mutandis*

Chapter III Allowances and expenses

Article 17 Subsistence allowances

1. An SNE shall be entitled, throughout the period of secondment, to a daily subsistence allowance and a monthly subsistence allowance.

Where the distance between the place of origin as determined in accordance with Article 18 and the place of secondment is more than 150 km, the daily allowance shall be the following (amount in €) on the date of entry into force of this Decision:

- a) for SNEs based at the Joint Undertaking's Headquarters¹¹: 124,71
- b) for SNEs based at the Joint Undertaking's antenna in Garching (Germany): 132,37
- c) for SNEs based at the Joint Undertaking's antenna in Cadarache (France): 148,20

The monthly subsistence allowance shall be paid in accordance with the following table:

Distance between place of origin and place of secondment (km)	SNEs based at the Joint Undertaking's Headquarters (Amount in €)	SNEs based in Garching (Germany) (Amount in €)	SNEs based in Cadarache (France) (Amount in €)
0 – 150	0	0	0
> 150	80,16	85,09	95,26
> 300	142,51	151,26	169,34
> 500	231,60	245,82	275,22
> 800	374,11	397,09	444,57
> 1300	587,89	623,99	698,61
> 2000	703,70	746,92	836,23

- 2. In the case of cost-free SNEs, the exchange of letters referred to in Article 3(1) shall stipulate that these allowances will not be paid.
- 3. The subsistence allowances for SNEs shall be subject to the weighting set by the Council pursuant to Article 64 of the Staff Regulations.
- 4. The adjustments to remuneration adopted by the Council pursuant to Article 65 of the Staff Regulations shall apply automatically to the subsistence allowances in the month following their adoption.
- 5. These allowances shall in no circumstances be construed as remuneration paid by the Joint Undertaking.

Before the secondment, the SNE's employer shall certify to the Joint Undertaking that during the secondment it will maintain the level of remuneration the SNE was receiving at the time of his secondment.

¹¹ In accordance with Article 1(2) of the Statutes of the Joint Undertaking, the Joint undertaking's Headquarters are in Barcelona, Spain

The SNE shall inform the Joint Undertaking of any allowance similar to the subsistence allowances paid by the Joint Undertaking received from other sources. This amount shall be deducted from the subsistence allowances paid by the Joint Undertaking. Following a duly justified request from the employer, the Joint Undertaking may decide not to make this deduction.

6. Subsistence allowances shall be payable for every day of the week, including during periods of mission, annual leave, special leave and holidays granted by the Joint Undertaking.
7. When the SNE starts the secondment, the first 75 days of the subsistence allowances to which he is entitled shall be advanced in the form of a lump sum, and the allowances shall not be paid during the corresponding period. This lump sum shall be paid by the 25th day of the month for SNEs starting on the first day of the same month. For SNEs starting on the 16th day of the month, this lump sum shall be paid by the 10th day of the following month. If the secondment is ended during the first 75 days, the SNE shall return the amount corresponding to the remainder of that period.
8. Subsistence allowances shall be paid no later than the 25th day of each month.

Article 18
Place of origin

1. For the purposes of this Decision, "place of origin" means the place where the SNE performed his duties for his employer at the time of his secondment. The place of secondment shall be the place where the Joint Undertaking department to which the SNE is seconded is located. Both places shall be identified in the exchange of letters referred to in Article 3(1).
2. If, six months before his secondment to the Joint Undertaking as an SNE, a national expert already has his main residence in a place other than that in which the employer's headquarters is located, the place of origin shall be deemed to be whichever of the places is closer to the place of secondment.

Article 19
Travel expenses

1. An SNE, if not seconded on a cost-free basis, shall be entitled, for himself, to the reimbursement of the cost of his travel between his place of origin and the place of secondment, as defined in Article 18, at the beginning and end of his secondment.
2. Travel expenses shall be reimbursed in accordance with the relevant rules and conditions in force at the Joint Undertaking¹².
3. By way of derogation from paragraph 1, an SNE who proves that he will be assigned to a place other than his place of origin at the end of the secondment shall be entitled to reimbursement of the travel expenses to that new place under the conditions laid down in paragraph 2. However, this reimbursement may not be more than the amount that would have been paid had the SNE returned to his place of origin.
4. The Joint Undertaking shall not reimburse any expenses referred to in the preceding paragraphs if they have been met by the employer or any other body. For this purpose the employer or the SNE shall declare any such payments or reimbursements to the Joint Undertaking.

¹² Article 7(1) and (2) of Annex VII to the Staff Regulations and the provisions implementing these Articles shall apply *mutatis mutandis*.

Article 20
Possible reimbursement of remuneration

1. The Joint Undertaking may reimburse all or part of the net remuneration of an SNE during the period of secondment to his employer under an agreement to be concluded in advance and recorded in the exchange of letters provided for in Article 3 (1).
2. The reimbursement of remuneration shall be authorised by the Director, taking into account the specific needs of the Joint Undertaking.
3. Expenses resulting from the reimbursement of the SNE remuneration shall be charged against the administrative budget line or, where appropriate, the operational budget line.

Article 21
Missions and mission expenses

1. SNEs may be sent on mission subject to Article 6.
2. Mission expenses shall be reimbursed in accordance with the relevant rules and conditions in force at the Joint Undertaking¹³.

Article 22
Training

SNEs might be entitled to attend training courses organised by the Joint Undertaking. If the interests of the Joint Undertaking warrant it the Head of Administration shall authorize the trainings to be attended by the SNEs. The interests of the SNE, in particular with a view to his reinstatement into his original administration after the secondment, may be considered when a decision is taken on whether to allow him to attend a training course.

Article 23
Administrative provisions

SNEs shall report to the relevant department of the Joint Undertaking on the first day of secondment to complete the requisite administrative formalities. They shall take up duty on either the first or the sixteenth day of the month.

Chapter IV
Complaints

Article 24

Without prejudice to the possibilities for instituting proceedings after taking up his position, under the conditions and time limits laid down in Article 263 of the Treaty on the Functioning of the European Union, any SNE may submit a complaint to the Administration Department about an act adopted by the Joint Undertaking under this Decision which adversely affects him, with the exception of decisions which are direct consequences of decisions taken by his employer.

The complaint must be lodged within two months. The period shall start to run 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. The Director shall notify the person concerned of his 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.

¹³ Articles 11 and 12 of Annex VII to the Staff Regulations and the provisions implementing these Articles shall apply mutatis mutandis.

Chapter V
Special provisions for SNEs seconded to premises of the Joint Undertaking outside the territory of the Joint Undertaking Members

Article 25
General Provisions

This Chapter lays down special provisions applicable to SNEs seconded to premises of the Joint Undertaking located outside the territory of the Joint Undertaking Members.

Article 26

1. The subsistence allowances referred to in Article 17 shall be paid in euros. They shall be subject to the weighting applicable to the remuneration of staff employed in the Joint Undertaking's headquarters.
2. By way of derogation from paragraph 1, the Director may, at the SNE's request, authorise the payment of subsistence allowances in the currency of the place of secondment or, in exceptional and duly justified cases and in order to maintain purchasing power, in another currency. The allowances shall then be subject to the weighting provided for in Article 12 of Annex X to the Staff Regulations and converted at the corresponding exchange rate.
3. An allowance for living conditions, fixed according to the same criteria as those laid down in Article 10 of Annex X to the Staff Regulations, shall be paid to SNEs seconded to premises of the Joint Undertaking in a non-member country. The daily subsistence allowance referred to in Article 17(1) for SNEs based in the Joint Undertaking's Headquarters shall constitute the reference amount referred to in Article 10 of Annex X to the Staff Regulations.
4. The expenses referred to in Article 19 shall not be reimbursed.
5. SNEs must be nationals of an EU Member State.

TITLE II
FINAL PROVISIONS

Article 27
Entry into force

1. This Decision shall take effect on the first day of the month following its adoption.
2. With effect from that day it shall apply to:
 - a) SNEs who are currently on secondment, with the exception of Articles 17 and 19;
 - b) any new secondment to the Joint Undertaking; and
 - c) any renewal of a secondment made previously to the Joint Undertaking.
3. The F4E Decision of 22 October 2007 laying down the rules on the secondment of national experts to the Joint Undertaking is hereby repealed. However, the provisions of Articles 17 to 22 of that Decision shall continue to apply in the cases referred to in paragraph 2. a) of this Article.

Done at Barcelona, 27 June 2013

For the Governing Board

A handwritten signature in black ink, appearing to read 'Stuart Ward', with a horizontal line underneath the name.

Stuart Ward
Chair of the Governing Board

For the Secretariat

Raymond Monk
Secretary of the Governing Board