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COVER NOTE

From:	Secretary-General of the European Commission, signed by Ms Martine DEPREZ, Director
To:	Ms Thérèse BLANCHET, Secretary-General of the Council of the European Union
No. Cion doc.:	COM(2025) 11 final
Subject:	ANNEX to the Proposal for a COUNCIL DECISION on the position to be taken on behalf of the European Union at the Board of Governors of the EU-LAC International Foundation on the Staff Regulations of the EU-LAC International Foundation

Delegations will find attached document COM(2025) 11 final.

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Brussels, 22.1.2025
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ANNEX

ANNEX

to the

Proposal for a COUNCIL DECISION

**on the position to be taken on behalf of the European Union at the Board of Governors
of the EU-LAC International Foundation on the Staff Regulations of the EU-LAC
International Foundation**

ANNEX

STAFF REGULATIONS OF THE EU-LAC INTERNATIONAL FOUNDATION

ARTICLE 1

Purpose and Scope of Application

1. These Staff Regulations (hereinafter “the Regulations”) govern the employment conditions and define the rights and obligations of the staff working for the EU-LAC International Foundation (hereinafter “the EU-LAC Foundation” or “the Foundation”), which is legally represented by the Executive Director. They also establish the general working standards that govern the administrative and labour management between the EU-LAC Foundation and its staff, in order to ensure that the work is carried out within a transparent and efficient framework. These Staff Regulations shall not contradict the Constitutive Agreement (“the Agreement”) of the EU-LAC Foundation nor the Headquarters Agreement signed between the Foundation and the Federal Republic of Germany (“the HQA”); in case of conflict the Agreement and the HQA, in that order, shall prevail.
2. Unless otherwise provided for, these Regulations shall be applied to all permanent or temporary staff working for the EU-LAC Foundation.

ARTICLE 2

Staff and Recruitment

1. EU-LAC Foundation staff shall be composed of individuals who sign an employment contract with the Foundation in order to carry out the duties related to the specific positions within the organisational structure approved by the Board of Governors, based on the proposal presented by the Executive Director.
2. Individuals who have been appointed or seconded by any of the Foundation’s Members, strategic partners, or other organisations or entities related to it, in agreement with the Foundation, will be considered part of its staff. However, in these specific cases, all remuneration costs, including social benefits, travel and moving costs, household effects and installation allowances, and repatriation, if required, shall be assumed by the country, strategic partner, organisation or entity which appoints or seconds the person in question. The individuals will be considered staff of the Foundation during the period in which they perform the duties for which they were assigned, and this status will end when these duties are completed, without this generating any liability on the part of the Foundation.

3. Any person who joins the Foundation as an intern for a limited and pre-established period of time as part of his/her educational training, or for research purposes, will also be considered part of its staff. Interns may be entitled to receive a monthly allowance from the Foundation to help cover their travel and subsistence expenses.
4. The EU-LAC Foundation's recruitment policy shall aim to contract highly competent and efficient staff members and will be based on the application of the principles of equal opportunities and non-discrimination.
5. The recruitment of EU-LAC Foundation staff will be carried out by means of open, objective, impartial and transparent selection processes, based on criteria that are strictly designed to determine if the candidates are suitable, experienced and competent to carry out the duties related to the position for which they are applying.
6. Notwithstanding the above, the Executive Director shall try, as far as possible, to maintain a balanced gender and bi-regional geographical distribution.
7. When recruiting staff members, the EU-LAC Foundation shall require proof of the academic credentials and/or experience needed in relation to the vacant position.
8. All employment shall be carried out through a written contract, which must be signed by the Executive Director and the candidate selected.
9. EU-LAC Foundation staff may be contracted:
 - (a) For a specific period/fixed term. – A contract signed by the EU-LAC Foundation with the selected applicant for a specific period, which can be renewed up to three times, by mutual agreement of the parties, for a total of no more than two (2) years; and
 - (b) On an open-ended basis. – A contract signed by the EU-LAC Foundation with members of staff who, for sound reasons, the Foundation wishes to retain as part of it, and who have already worked for it for at least two (2) years.
10. The Executive Director shall determine the periods and renewal terms of the contracts awarded to EU-LAC Foundation officials, being the first contract signed always for a maximum period of two years.

Nationality

11. In terms of nationality, EU-LAC Foundation staff shall be recruited among citizens from the Foundation's Members.

Knowledge and Experience

12. Staff contracted by the EU-LAC Foundation shall belong to the category corresponding to the specific knowledge and experience needed for tasks related to those for which they are being contracted. Accordingly, and in line with the functions with which they are entrusted, and which shall be established in the staff structure approved by the Board of Governors, they will hold any of the following types of post:
- (a) Executive management;
 - (b) Professional; or
 - (c) Technical and/or administrative.

Employment Contract for Executive Management and Professional posts

13. Staff members contracted at the Professional or Executive level will in general be entitled to the "Installation Allowance & Return Expenses" described in Article 4, except if otherwise decided by the Board of Governors on the basis of the recommendation of the Executive Director.
14. Executive and Professional staff who, at the time of being hired, live further than 150 kilometres away from the City of Hamburg and who, as a result of their employment by the Foundation, need to relocate there, will be entitled to receive funding for covering moving and installation allowance costs. They will also be entitled to have certain return costs refunded, provided the conditions described in the "Article 4 – Rights & Benefits" are met.
15. Executive and professional staff must complete a six-month probationary period, after which the contract will be considered confirmed unless written notice is given otherwise. The probationary period will not be applied in cases of renewal or successive extensions of the contract.

Employment Contract for Technical and Administrative posts

16. Technical and administrative staff will in general not be entitled to the "Installation Allowance & Return Expenses" described in Article 4, except if otherwise decided by the Board of Governors on the basis of the recommendation of the Executive Director.

17. Staff in the professional and executive level recruited while living in Hamburg or within a 150-kilometre radius of it will be assimilated to the technical and administrative staff in regard to moving and installation allowance costs.
18. Technical and administrative staff must complete a six-month probationary period, after which, the contract will be considered confirmed unless written notice is given otherwise. The probationary period will not be applied in cases of renewal or successive extensions of the contract. The length of the probationary period may be adjusted accordingly in the case of limited duration contracts.

Applicable legislation and earnings

19. All employment contracts shall comply with the provisions established in applicable labour legislation of the host country under the provisions of the Headquarters Agreement.
20. Staff members will start to accrue earnings from the day on which the parties agree to be the starting date of the employment.
21. Earnings made with respect to the services provided by the officials will be paid on a monthly basis, in the last week of each month.

Place of employment

22. The place of employment is Hamburg, Germany, where the Foundation has its headquarters.

ARTICLE 3

Duties and Obligations

1. EU-LAC Foundation staff must comply with their responsibilities and carry out their duties objectively and impartially, putting their loyalty to the Foundation first and bearing in mind its interests solely and exclusively. They shall be fully responsible for their acts when carrying out their duties and shall be subject to the authority and management of the Executive Director.

EU-LAC Foundation staff shall not involve themselves in any act that may be incompatible with the proper performance of their duties. EU-LAC Foundation staff may not:

- (a) Request or accept instructions regarding the performance of their duties from any government, entity or person outside the EU-LAC Foundation; or,
 - (b) Accept honours, decorations, gifts or remunerations from any government or source outside the EU-LAC Foundation when it is clear that this will compromise or reasonably be perceived to compromise the staff member's objectivity and independence and will damage the EU-LAC Foundation's image. This evaluation can only be based, in the first place, on sound judgement from the staff member in the given circumstances, and if necessary, can be confirmed by the Executive Director in relevant cases.
- 2. EU-LAC Foundation staff shall make available to the EU-LAC Foundation all of their knowledge and experience. They shall not render any paid and active sideline employment which may be inconsistent with the interests of the EU-LAC Foundation, or which may have a negative influence on it. This does not apply to "dormant" positions or minor counselling or training activities as members of a national government, the EU, an inter-governmental organisation or the like. Such activities shall be authorised by the Executive Director and in the case of the Executive Director by the Board of Governors.
- 3. The privileges and immunities that the EU-LAC Foundation and its staff are awarded shall not exempt staff from fulfilling their private obligations or those pertaining to the laws and regulations of the Foundation's member States, especially those of the Foundation's host country and city according to the Headquarters Agreement. Staff members must notify the Executive Director of any conflicting situation with the authorities of any of its member States, in relation to the immunities and privileges commensurate with their status as officials of the EU-LAC Foundation.
- 4. The improper use of one or more of these prerogatives will be deemed to be gross misconduct and may lead to the termination of the respective employment contract, without prejudice to any other liabilities that might exist.
- 5. Staff members shall behave ethically and professionally when carrying out their duties, in their relations with other members of staff, and when supplying information and data to the EU-LAC Foundation, as well as, to its external stakeholders. Likewise, they must treat any privileged institutional information which they may hold, or which they may have access to, with due confidentiality, as expressed by the respective Annexes of employment contracts.

ARTICLE 4

Rights and Benefits

1. All staff is entitled to be treated respectfully and according to clear and transparent rules. Additionally, working space shall comply with the safety and environmental standards of the host country.
2. In order to fully exercise and enjoy the rights and benefits established by the EU-LAC Foundation, staff dependants will be deemed to be:
 - (a) The spouse or permanent companion who does not have his/her own income or is permanently unable to work;
 - (b) Children under the age of 18; and
 - (c) Children over 18 until they reach 25 years of age, as long as they are in higher education – university or technical studies – and are economically dependent on the official.

Installation Allowance and Return Expenses

3. The EU-LAC Foundation shall generally award an allowance for installation costs at the beginning of the employment contract for Executive and Professional level staff. The installation allowance shall be paid on production of documents up to a maximum of one monthly net salary.
4. The EU-LAC Foundation shall also meet the travel expenses, and reimburse the moving costs, including insurance against ordinary risks via air, land, or sea for furniture and personal effects, subject to presentation of the receipts, certificates, or other relevant supporting documentation. The amount to be reimbursed by the Foundation for intercontinental moves shall not exceed EUR 10.000 and may be transferred to the staff against receipt from him/her of final invoice and confirmation of satisfaction with the service provided. The employee should in all cases attach at least three offers from different companies, in order to prove that the selected company was the most convenient and cost-effective one. These costs will be met for the staff and their dependants at the beginning of their employment contract and when it comes to an end. The return might be to a different location than the original place of recruitment, provided the costs are not superior and up to the limits of the costs of return to the original place of recruitment. The moving costs will also be applicable to the dependents of such staff. Expenses at the end of the contract stand under the express stipulation that the employment agreement terminates no earlier than the expiry of its initial term.

Vacations & Holidays

5. Staff will be entitled to thirty working days paid vacation for every full year worked and pro rata for fractions of the year worked. Staff shall fully take unused vacation of any given year until March 31st of the following year, the latest.

6. The Executive Director may set an annual period of collective rest for a maximum of ten days for the Christmas and New Year's period, during which the Foundation's office shall be closed and its staff excused from duty.
7. Provided that the vacation is compatible with the workload, officials may freely take their entitlement, after having previously been authorised by the Executive Director or the person designated by him/her.

Paid Leave

8. Staff will be entitled to paid leave as established at each particular point in time by applicable law in the host country and/or under the following circumstances:
 - (a) **Maternity**– EU-LAC Foundation staff will be entitled to six (6) calendar weeks prior to the birth and up to a total of eight (8) calendar weeks after it (twelve (12) weeks in case of multiple birth or preterm birth), which may be accumulated;
 - (b) **Paternity** – staff will be entitled to ten (10) working days after childbirth;
 - (c) **Bereavement/domestic emergency** – Staff will be entitled to stay away from work for up to a maximum of four (4) working days in the event of the bereavement or serious illness of a spouse or permanent companion, son, daughter, father, mother, brother or sister. This leave may be extended for up to six (6) working days if the official has to travel outside the host country;
 - (d) **Illness** – That prevents the employee from working for up to a maximum of six (6) weeks. However, this six-week period will commence anew with the onset of each illness if it is not due to the same underlying ailment. On the basis of the same basic underlying ailment, it will recommence either after six months have elapsed since the end of the last sick leave, or one year has elapsed since the beginning of the first sick leave. In any event, the employee must provide the corresponding medical certificate. If not, the absence will be considered unjustified.
 - (e) **Own Wedding** – one (1) day;
 - (f) **Training courses** - attendance or active participation in short seminars and conferences for up to five (5) days per year that directly relate to the Terms of reference of the staff member concerned;
 - (g) **Other** – Including compensation for non-working days worked or any other reason that, in the consideration of the Executive Director and for exceptional circumstances, might be necessary.
9. The Executive Director shall define the procedures for awarding any such leave, which, in any event, must be approved by the Executive Director or the official who has been expressly delegated with such responsibilities.

Unpaid leave

10. Staff will be entitled to unpaid leave as established at each particular point in time by applicable law in the host country and/or in the following circumstances:
 - (a) **Permanent incapacity** – That totally or partially prevents the official from working.
 - (b) **Other** – When this is authorised by the Executive Director.
11. For the purpose of these Regulations, incapacity will be deemed to exist when the member of staff is totally or partially prevented from working, temporarily or permanently, due to physical or mental illness or an accident.
12. In cases of temporary incapacity lasting longer than six (6) consecutive months or six (6) separate months in a year, or in the case of permanent incapacity, the EU-LAC Foundation may stipulate that a health professional designated by the Foundation certifies the period of incapacity, without prejudice to the certificate that the official's own doctor may have provided.

Insurances

13. The EU-LAC Foundation shall insure its staff, providing them with the following coverage:
 - (a) Travel insurance for travel assignments, including life insurance;
 - (b) Statutory health insurance, long-term care insurance, and accident insurance provided by the German system of social security.
14. Staff dependants will be entitled to the benefits of the medical expenses coverage according to the conditions set down by applicable law in the host country.

Payments in the Event of Death

15. When an employee who was not resident in the host country previous to her/his employment at the Foundation dies while in active employment, the EU-LAC Foundation shall assume the expenses related to the repatriation of the deceased's body. The surviving dependants will be repatriated according to the conditions established in the section "Installation Allowance and Return Expenses".

ARTICLE 5

Travel Assignments

1. For the purpose of these Regulations, travel assignments will be deemed to be those carried out by EU-LAC Foundation staff outside of the place of work where they usually carry out their duties, as long as they have been fully and duly authorised by the Executive Director or by the official who has been expressly delegated with such responsibility.
2. Staff must keep their passport and other travel documents in order so that they are available to carry out the trips assigned to them by the EU-LAC Foundation to represent it. The Foundation shall reimburse the expenses related to the issuance of the corresponding visas on receipt of the relevant supporting documents.
3. The corresponding travel authorisation for each assignment must be duly signed by both the employee in question and the Executive Director, or the person who has been expressly delegated with such responsibility, in order to carry out a project or specific activity, and it must indicate the place, purpose and duration of the assignment, the itinerary, the means and costs of transport and the accommodation and living expenses, as well as the budget line, activity or project to which the expenses will be allocated.
4. The Foundation shall meet the travel expenses of staff on assignments, including transport, accommodation and living costs, in accordance with the per diem rates mentioned in the Annex 2, which may be revised during the annual budget examination.

ARTICLE 6

Attendance at Work

1. The normal working time will be eight (8) hours per day or forty (40) hours per week. The working week will consist of five days, from Monday to Friday inclusive. Unless prior authorisation has been given by the Executive Director, attendance at work during the working day is compulsory.
2. When an official cannot attend work for any reason, he/she must notify the Executive Director, or the person who has been expressly delegated for such purpose, in a timely manner. In case of sickness, the official is obligated to submit the doctor's certificate of disability before the 3rd day's expiration. If the sickness falls on Friday or Monday or before or after a holiday, a doctor certificate is always required. By the last day of the certificated disability the latest, the Employee has to inform about further absence and is obligated to submit the following attestation within another 3 days.

3. Any unjustified absence from work of two consecutive or three non-consecutive working days during one calendar year will be deemed to be an abandonment of the post and will imply a written warning.
4. In addition to Saturdays and Sundays, non-working days will be deemed to be those days which are declared non-working days by the legislation of the State of the Free and Hanseatic City of Hamburg. Additionally, one common day off work will be granted to all staff in compensation for their respective National days.

ARTICLE 7

Misconduct and Penalties

1. Failure to comply with the responsibilities and duties arising from the employment contract, these Regulations, the Internal Regulations or any other EU-LAC Foundation internal provision will be the employee's responsibility and may be deemed a minor or gross misconduct depending on the circumstances.
2. The employee will be deemed to have committed gross misconduct if he/she have been in breach of or exhibited behaviour which is incompatible with the essential obligations established in their employment contract, these Regulations, the Internal Regulations, or any other internal provision of the EU-LAC Foundation, in such a way that renders the continuation of their employment contract unviable. The following will be considered causes of gross misconduct:
 - (a) Repeated or serious breach of the duties related to a specific post;
 - (b) Being involved in any of the incompatibilities provided for;
 - (c) Behaving in a non-ethical way, including professional and labour activities; and
 - (d) Being convicted by a final court ruling.
3. For the purpose of interpreting and applying this article, a repeated breach will be deemed to exist when the employee has been given two written warnings within a period of one year, or three within two years. On the other hand, a serious breach of duty will be deemed to exist when the employee is involved in one or more of the other causes provided for. Notwithstanding the above, the following will also be considered a serious breach of duty:
 - (a) The actual or thwarted appropriation of goods or services held in the custody of the official, as well as the retention or improper use of these for the employee's own benefit or for the benefit of third parties, regardless of their value;
 - (b) The perpetration of acts of physical or mental violence towards another EU-LAC Foundation staff member, whether within or outside the host office or branch offices.

- (c) The intentional damage to installations, equipment, instruments, documentation and other property belonging to the EU-LAC Foundation;
 - (d) Vandalism;
 - (e) Sabotage; and
 - (f) Abandonment of post.

- 4. For the purpose of interpreting and applying this article, the following acts will be considered gross misconduct due to behaviour which is incompatible with the performance of duties: requesting or accepting instructions with regard to the fulfilment of duties from any government, entity or person outside the EU-LAC Foundation; or carrying out any activity that is incompatible with the independence and impartiality required by the status as EU-LAC Foundation staff members and that could negatively impact upon the Foundation.

- 5. For the purpose of interpreting and applying this article, unethical behaviour shall be understood to be: when a worker is proven to have committed acts of defamation, slander or libel against any EU-LAC Foundation member of staff or a third party; when a worker is proven to have committed misconduct or offences against decency and morals in accordance with the legislation in force in the country in which said offence has been committed; and harassment. Such acts may take place within or outside the host office. In the latter case, the reason for the non-ethical behaviour must be related to work.

- 6. Officials who commit misconduct will be subject to disciplinary procedures, which should guarantee due process. Depending on the severity of the misconduct, one, or more, of the following measures may be taken:
 - (a) **Verbal warning** – this will result from the committing of minor misconduct. The Executive Director, or the person who has been expressly delegated with such responsibility, will administer this penalty in such terms that the worker recognises the implications of the misconduct committed so that he/she will improve his/her behaviour in future.
 - (b) **Written warning** – this will result from:
 - (1) The repeated committing of minor misconduct.
 - (2) The committing of misconduct which involves failure to attend the duties and responsibilities that are stated in these Regulations or in other internal provisions of the EU-LAC Foundation, that the characteristics of which must be described as proof of the misconduct penalised so that the official can take full account of the behaviour to be modified and of the consequences of his/her acts.
 - (c) **Suspension** – this shall result from the repetition of misconduct after a second written warning. Its duration may vary according to the assessment of the Executive Director.
 - (d) **Dismissal** – this shall result from gross misconduct.

7. An employee who is charged with gross misconduct may be suspended with pay while the facts are verified, only and exclusively in the event that, in the Executive Director's opinion, there are indications to suggest that this measure is justified.
8. In any event, a charge of gross misconduct will only be valid on objective and verifiable bases, and, if it is proven, may result in the termination of the respective employment contract, without prejudice to any other legal or criminal liabilities that might exist.
9. Hereby, a Dispute Resolution Mechanism is set in place, with the aim of the amical solution of issues that may arise between the Foundation and its staff. This mechanism and its outcomes are binding to both parties and are described in detail in the Annex 1.

ARTICLE 8

Performance Evaluation of Staff

1. All members of staff shall be subject to an individual and confidential annual performance evaluation. The Executive Director will define, in agreement with staff, the specific steps to conduct such evaluation.
2. The result of the evaluation should be properly documented.

ARTICLE 9

Termination of Employment Contract

1. Except in the case of the Executive Director, for whom the contract conditions are governed in accordance with the provisions of the Constitutive Agreement of the EU-LAC Foundation as international organisation, any employment contract will be terminated as a result of:
 - (a) Expiry of the period of the contract;
 - (b) Resignation of the official;
 - (c) Mutual agreement by the parties;
 - (d) Permanent incapacity;
 - (e) Age limit;
 - (f) Operational requirements / objective causes; and
 - (g) Dismissal due to gross misconduct/just cause;
2. The termination of the employment contract due to dismissal for gross misconduct exempts the EU-LAC Foundation from paying any compensation, without prejudice

to the payment of damages to the EU-LAC Foundation resulting from the perpetration of the misconduct which might have been determined either by a mutual settlement, or through arbitrational or judicial proceedings.

3. The age limit for working as an official of the EU-LAC Foundation is sixty-five (65) years old. Officials with a fixed-term contract in force who reach the age limit established in this article will continue to work as officials for the Foundation until the termination of the contract. Officials with an open-ended contract will end their service upon reaching the age limit established.
4. In cases of total or partial permanent incapacity, the Foundation may terminate the employment contract. In any event, the official will always be entitled to exercise the right to resign.
5. Each party (officials and the EU-LAC Foundation) may terminate the contract with a four-weeks' notice to the end of a month if less than five years of service. After five years of service, the notice period is extended to two months, after eight years of service to three months.
6. The EU-LAC Foundation may terminate contracts on an individual or collective basis for objective causes, or due to the termination of services.
7. Objective causes for the termination of an employment contract with the EU-LAC Foundation will be understood to be any causes that might make it impossible to pay the salaries due for the services provided by the officials.

ARTICLE 10

Final Provisions

1. These Staff Regulations will come into effect, on a provisional basis, on the day they are approved by the Board of Governors. They will be referred to as the "Staff Regulations of the European Union-Latin American and Caribbean International Foundation". Once the Headquarters Agreement between the Federal Republic of Germany and the Foundation becomes effectively, these Regulations will either be adjusted to align with that Agreement or will be considered definitive if no adjustments are required.
2. The EU-LAC Foundation may contract advisors, experts, consultants or others, in the form of a Services Agreement, entrusting them with the execution of projects or specific tasks while the agreement is in force. Any agreement established under this form does not imply the existence of an employment contract with the EU-LAC Foundation and the contracted party, nor any entitlement to the rights and benefits provided for in these Regulations.

3. For the purpose of these Regulations, the term “child” refers to a child born within or outside marriage, an adopted child and a stepchild.
4. Any benefit or right granted to the staff of the EU-LAC Foundation by these Regulations will come into effect from the date on which the commencement of their responsibilities is agreed upon.
5. All staff, including the Executive Director, will be entitled to benefits and will be subject to the obligations established by the Constitutive Agreement, the Internal Regulations and these Staff Regulations, with the terms pertaining to their respective post.
6. The Executive Director shall issue the necessary and sufficient implementing rules so that these Regulations can be fully applied.
7. For all relevant aspects not covered by these regulations, the applicable law in the host country shall prevail.

ANNEX 1

Dispute Resolution Mechanism of the EU-LAC International Foundation

This Mechanism has two instances: the Internal instance and – if needed – an External instance

1. INTERNAL INSTANCE: THE PROCEDURES BEFORE THE INTERNAL RESOLUTION BOARD

- 1.1 All parties involved in any disputes and/or disagreements in connection with the employment relationship must work to solve them by amicable resolution within a reasonably expeditious time, whenever possible.
- 1.2 If an amicable resolution is not reached, a Staff member aggrieved by a management decision (including implicit decisions¹) regarding the employment relationship between the Staff member and the Foundation, provided that he/she has a direct and existing interest that has been adversely affected, may submit a complaint against it, requesting the same to be reconsidered, reviewed, amended or revoked, totally or partially. The Staff member shall address its complaint in a letter to the Resolution Board, unless the management review or act is being challenged by one of the members of the Resolution Board in which case, he or she can directly file an appeal pursuant

¹ An implicit decision shall be deemed to have been taken when a Staff member's request is considered rejected as a consequence of lack of response of the respective management official in its respect within 30 days as from the relevant request.

to §2 below. The complaint must be made in writing, in English, and lodged through the Executive Director, who shall acknowledge receipt of the complaint, stating the date of receipt in a copy of the complaint to be returned to the Staff member.

- 1.3 The Resolution Board shall be composed by three persons: the Executive Director, the Finance and Administration Director, the employee who at each moment is the most senior staff member. The Resolution Board shall adopt its decisions in a simplified manner, without the need for special meetings. In adopting its decisions, the Resolution Board may, but shall not be obliged to, seek the opinion of advisors of the Foundation related to the subject matter in dispute (e.g., legal, labor, accounting, tax); provided, however, that it shall not be obliged to justify its decision not to have done so or, if done, to provide evidence of the opinion sought.
- 1.4 A complaint may only be based on a grievance caused to the Staff member by a breach of the relevant employment agreement, Staff Regulations or otherwise to rules governing the employment relationship between the Staff member and the Foundation.
- 1.5 The complaint must be signed by the complainant and describe with sufficient detail his/her identifying information, the management review outcome or decision that is being complained against, the object of the complaint, the grounds of the complaint as well as having enclosed any written or other evidence that the complainant deems relevant to this effect. If necessary, the Resolution Board may request the complainant to clarify and/or complement his complaint within a short period of time, failing which the complaint will be considered inadmissible. The acknowledgement of receipt of the complaint set forth in §1.2 marking the beginning of the time period set forth in §1.7 shall occur as soon as the Resolution Board has received to its satisfaction a complaint that fully meets the requirements set forth hereunder.
- 1.6 The complaint must be made within 21 consecutive days from the date
 - (b) of notification of the management decision (or in case of implicit decisions, as from expiration of the term set forth under §1.2 above) or management act to the person concerned, in the case of an individual management act; or
 - (c) of publication of the management act concerned, in the case of a general management act; or
 - (d) on which the complainant has knowledge (duly evidenced) of a management act, if the act has neither been published nor notified.
- 1.7 The Resolution Board, as it may correspond, shall give a reasoned, written decision on the complaint as soon as possible and not later than 21 consecutive days from the date of the receipt of the complaint pursuant to §2.1 in connection with §2.3, and shall notify the complainant accordingly. Should the Resolution Board, as it may correspond, fail to decide on the complaint within that period, it shall be deemed that the same has been implicitly rejected.

- 1.8 The filing of a complaint shall not suspend the effect of the management act being contested. The Resolution Board, as it may correspond, may however, in its sole discretion, decide to order a (total or partial) suspension, if the circumstances and the proper functioning of the service so require.
- 1.9 A decision to impose a disciplinary sanction is not subject to complaints procedure but such decision may instead be directly subject to the appeals procedure before the Germany-based “Deutsche Institution für Schiedsgerichtsbarkeit” (hereinafter “DIS”) according to §2. See for reference: <https://www.disarb.org/>
- 1.10 Any formal complaint not submitted within the specified time limit shall be rejected as being out of time, save for exceptional cases where, for duly substantiated reasons, a complaint lodged outside the specified time limit may be declared admissible. The failure to abide by the time limits must result from reasons beyond the control of the Staff member complainant, and the length of the delay must be reasonable having regard to the circumstances of the case.
- 1.11 All time limits in this Staff Regulations are expressed in calendar days and shall run from the day following the day on which the relevant event occurred and shall expire at midnight (Hamburg, Germany time) on the last day of the time limit. Calculation of time limit shall include Saturdays, Sundays and public holidays. Where the last day of a time-limit is a Saturday, Sunday or a public holiday or non-working day in the Foundation’s headquarters, the time-limit shall expire on the next working day.
- 1.12 The complaint’s procedure set up by §1 and the appeal’s procedure set forth under §2 shall be open subsequently, i.e., the latter only after the former has been completely exhausted (but without prejudice of §1.9), on the same conditions, mutatis mutandis, to:
- (a) former Staff members;
 - (b) the legal beneficiaries of Staff members; and
 - (c) candidates who have applied for a position in the Foundation through a selection procedure, provided the complaint relates to an irregularity in the selection procedure.

2. APPEALS PROCEDURE BEFORE THE DIS

- 2.1 The decision on the complaint procedure adopted by the Resolution Board, as it may correspond, may be appealed to the DIS, in accordance to its valid rules and provisions at each point in time.

- 2.2 An appeal may also be filed directly before the DIS in the cases regulated under §1.2 and §1.9 above, and also by the Executive Director on behalf of the Foundation against a Staff member that has breached any of his/her obligations and duties.
- 2.3 The DIS's judgments shall be final and binding on the parties.
- 2.4 While an appeal is pending, the Executive Director shall refrain from taking any further measure in respect of the staff member.
- 2.5 Lodging an appeal shall not suspend the contested management decision; §1.8 shall apply. However, the Staff member may file a request with the DIS to suspend the implementation of a contested management decision (request for a stay of execution) in cases of particular urgency where the implementation of the management decision would cause serious and irreparable damage to the Staff member.
- 2.6 In exceptional cases, the Executive Director may, in the interest of the Foundation and within the limits of the available budget, conclude a mutually agreed settlement to end a dispute brought before the DIS on the condition that the Staff member renounces all future action, claims, and demands in respect of that dispute.
- 2.7 If the Executive Director considers that the execution of an annulment decision is likely to create serious internal difficulties for the EU-LAC Foundation, he shall inform the DIS to that effect by providing a reasoned opinion. If the DIS considers the reasons given by the Executive Director to be valid, it shall then fix the sum to be paid to the appellant by way of compensation.
- 2.8 Pursuant to the terms of its own Statute and Rules of Procedure the DIS shall also be competent to decide on requests for rectification, interpretation, revision, and execution filed by the parties in connection with an appeal procedure.

ANNEX 2

Current per diem rates published by the European Commission (last update 25 July 2022):
<https://www.eeas.europa.eu/sites/default/files/documents/2024/Annexe%20M%20Current%20per%20diem%20rates.pdf>