

# ACP-EC COTONOU AGREEMENT

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**AFRICAN, CARIBBEAN AND  
PACIFIC GROUP OF STATES**

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**COUNCIL OF  
THE EUROPEAN UNION**

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**Brussels, 1 December 2006**

**ACP-CE 2130/06**

## **COVER NOTE <sup>1</sup>**

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from : the Chairman of the Executive Board of the CDE

date of receipt : 30 October 2006

to : the Chairman of the ACP-EC Committee of Ambassadors

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No. prev. doc. : ACP-CE 2133/05

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Subject : CDE - Centre for the Development of Enterprise

- Draft Internal Rules for the purpose of setting out in greater detail the principles embodied in the Staff Regulations of the CDE

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Delegations will find attached the Draft Internal Rules for the purpose of setting out in greater detail the principles embodied in the Staff Regulations of the CDE.

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<sup>1</sup> In English and French only.

Brussels, 10 October 2006

The Chairman  
of the ACP-EC Committee of  
Ambassadors  
175 Rue de la Loi  
1048 Brussels

Dear Chairman,

In accordance with Article 1 (3) of the Staff Regulations of the Centre for the Development of Enterprise (CDE), I have pleasure in forwarding herewith the Internal Rules setting out in greater detail the principles embodied in the Staff Regulations, following their adoption by the Executive Board.

I also wish to inform you that the Board has exercised its prerogative under the aforementioned Article 1 (3) and has agreed that the Internal Rules may be applied provisionally and conditionally pending their final approval by the ACP-EC Committee of Ambassadors.

Please accept, Chairman, the assurance of my highest consideration.

*(signed)*

Philippe Gautier  
Chairman  
Executive Board of the CDE

**INTERNAL RULES  
OF THE CENTRE FOR THE DEVELOPMENT OF ENTERPRISE (CDE)**

**for the purpose of setting out in greater detail  
the principles embodied in the Staff Regulations of the CDE  
(Decision N° 9/2005 of the ACP-EC Committee of Ambassadors  
of 27 July 2005)**

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## **PREAMBLE**

### **Purpose**

The Internal Rules are established by the Director under the authority of the Staff Regulations and are subject to adoption by the Executive Board and approved by the ACP-EC Committee of Ambassadors. The Internal Rules set out in greater detail the principles embodied in the Staff Regulations, without restricting or broadening their contents.

### **Amendments**

The present Internal Rules may be amended by the Director subject to adoption by the Executive Board and approval by the ACP-EC Committee of Ambassadors in accordance with the Staff Regulations and without prejudice to the acquired rights of staff members under those Regulations.

### **Application**

The Internal Rules shall apply to all statutory staff members of the Centre within the meaning of Article 6.2 (a) and (b) of the Staff Regulations, except for those Internal Rules which apply to local staff.

Nothing in the present Rules shall be interpreted as preventing the Director from making temporary appointments of less than one year within the meaning of Article 6 paragraph 2 (c) of the Staff Regulations with terms of service different from those provided in the present Rules, where he considers that the interests of the service so require.

### **Effective Date**

These Internal Rules and Implementing Rules shall enter into force on the day of their adoption and supersede all Rules in force before that date. All subsequent modifications shall become effective as from the date shown thereon.

### **Interpretation of the internal Rules and Implementing Rules**

The Internal Rules are to be interpreted in the light of the wording of the corresponding provisions contained in the Staff Regulations, taking due account of the ratio legis i.e. of the aim pursued by these provisions.

### **Hierarchy of norms**

The Internal Rules are to be adopted, amended and interpreted in conformity with the Staff Regulations and other relevant higher ranking legislation and legal principles.

**Languages**

CDE's Staff Regulations and their Internal Rules are to be interpreted by reference to their wording, purpose and general scheme. This also applies in case of divergence between language versions. In such case the French version of the Internal Rules shall prevail.

**Recovery of undue payment**

Any sum overpaid shall be recovered under the conditions set out in Article 54 of the Regulations, without prejudice to disciplinary measures.

**Delegation of authority**

The Director may delegate to other professional officers of the Centre such of his powers as he considers necessary for the effective implementation of these Rules.

**Masculine and feminine genders**

Any reference in these Internal Rules to a person of the male sex shall be deemed to constitute a reference to a person of the female sex, and vice-versa, unless the context clearly indicates otherwise;

**General provisions**

All the provisions laid down in the Internal Regulations for staff members are applicable to the Director and the Deputy Director apart from the derogations set out in the Staff Regulations and in these Internal Rules.

**INTERNAL RULE N° R 1/CA/05**

<b>Date of issue:</b>  <b>Decision No 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations, Articles 3, 6,7, 8, 26, 27 and 28.</b>	<b>Title : EXTERNAL RECRUITMENT</b>
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1. **Purpose**

1.1 The purpose of this internal rule is:

- to define the principles governing the external recruitment of CDE staff members as provided for under Articles 3, 6, 7, 26, 27 and 28 of the Staff Regulations.
- to fix the composition and functioning of the Recruitment Committee<sup>1</sup> in accordance with Article 4, paragraph 1 and Annex V to the aforementioned regulations.
- to define the principles governing the classification of the staff member at the time of recruitment as provided for under Article 8, paragraph 1 of the aforementioned regulations.

2. **Regulatory framework**

2.1 In order to fill vacant posts provided for in the budget in accordance with Article 10 of the Staff Regulations, the Appointing authority shall examine, as a priority, in accordance with Article 28, paragraph 1 of the Staff Regulations the possibilities of assigning a staff member to these posts by means of :

- a) transfer within the meaning of Article 9, paragraph 1 and 2 of the Staff Regulations; and/or
- b) promotion in level or category within the meaning of Article 32 of the Staff Regulations.

Posts, other than those of a short-term nature, which become vacant, shall be announced to the staff of the Centre if they represent a promotional opportunity and selection for such posts, which shall be on a competitive basis.

I. 2.2 Only when the vacant posts could not be filled by transfer or promotion within the meaning of the above indent a & b shall an external recruitment procedure be initiated under the conditions and procedures of these internal rules.

II. 3. Recruitment policies

The Director shall seek the approval of the Executive Board on all matters relating to recruitment of staff. For each vacant post subject to an external recruitment procedure,

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<sup>1</sup> ANNEX II forms an integral part of this internal rule.



the Director shall define a vacancy/recruitment notice in accordance with Article 3 paragraph 2 of the Staff Regulations.

3.1 Annex I to the present internal rules lays down the recruitment procedure<sup>1</sup>, the mode of advertisement of vacancies, the method and basis of selection of the applicants, and Annex II lays down the appointment of the Recruitment Committee<sup>2</sup>, its composition and functioning in accordance with Article 4, paragraph 1 and Annex V to the aforementioned regulations.

3.2 A staff member may be employed only on conditions provided for under Article 27 of the Staff Regulations.

The classification of the staff member at the time of recruitment shall be according to the nature and level of duties to which the vacant post corresponds as provided for under Article 7 of the Staff Regulations.

3.3 In accordance with Article 8 of the Staff Regulations, the category, level and step at which the staff member is engaged shall be stated in his employment contract.

3.4 Staff member should be recruited at the first step of his level as provided for in Article 8, paragraph 2 of the Staff Regulations.

3.5 Decisions relating to individual staff members as provided for in the paragraph 2 and 3 of Article 8 of the Staff Regulations shall need amendment of his employment contract. A decision on granting or not the exception provided for in Article 8, 2nd paragraph is to be taken by the end of the trial period e.g. max. 1 year.

3.6 The spouse of a staff member may be recruited provided that he/she is fully qualified for the position and provided that the spouse is not given any preference for appointment by virtue of the relationship to the staff member.

3.7 A staff member who is a legal spouse of another staff member shall:

- not be assigned to serve in a position in the same unit or to a position that is his superior or subordinate in the line of authority to the position occupied by the staff member to whom he or she is related;
- not participate in the selection process, assignment, reassignment or transfer of the related staff member or in the taking or reviewing of an administrative decision affecting the employment status, entitlements or other benefits of the related staff member.

#### 4. **Appointment procedure**

4.1 Upon selection for a post, a candidate shall receive notification which shall give him information on the proposed appointment and call his attention to various requirements such as calling of references, medical examination and verification of qualifications. When these requirements have been satisfactorily met, he shall receive an offer of appointment signed by the Director. This offer shall be:

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<sup>1</sup> ANNEX 1 forms an integral part of this internal rule.

<sup>2</sup> ANNEX II forms an integral part of this internal rule.

- a. contract of employment in accordance with the specimen in Annex I of the Staff Regulations.
- b. an appointee shall sign and return to the Centre a notice of acceptance stating that he agrees to the conditions contained in the offer, accepts the Staff Regulations, Internal Rules and any subsequent amendments as an integral part of his contract of employment.
- c. the offer of appointment (including the Staff Regulations and Staff Rules) and the notice of acceptance shall constitute the contract of employment.

## 5. **Trial period**

- 5.1 A newly recruited staff member shall serve a trial period in accordance with the provisions of Article 29 of the Staff Regulations. The terms of the appointment shall be confirmed by an appointment notification after the trial period was served by the appointee in accordance with the conditions provided for under Article 29 of the Staff regulations.
- 5.2 Extension of the trial period for temporary staff shall be in accordance with the length of contract period.

## 6. **End of trial period**

- 6.1 The staff member will be subject to one or various performance evaluation reports at any time before the expiry of the trial period. The(se) report(s) shall be communicated to the person concerned, who shall have the right to submit his comments in writing.
- 6.2 On the basis of these reports, a decision shall be taken and one of the following notifications should be sent to the staff member.
  - a. continuing the outstanding trial period;
  - b. appointment is confirmed;
  - c. trial period is extended for a specified period;
  - d. appointment is not confirmed and is to be terminated.

In cases of either 6.2 (c) or (d), the staff member shall be notified of the reasons. If the trial period is extended, one or more reports and decisions are required before the expiry of this additional period.

## 7. **Effective date of appointment**

- 7.1 The effective date of appointment shall be the date on which his contract takes effect.
- 7.2 No appointee shall report for duty or commence any travel for the purpose of entering on duty until the appointment procedure requirements have been met and ratification received.

- 7.3. For the purpose of reimbursement of recruitment expenses and if travel is authorized, the entitlement for reimbursement of such expenses shall take effect as from the first day of travel and under the conditions provided for by the CDE.

8. **Determination of recognized place of origin**

- 8.1 At the time of appointment of a staff member, the place of origin which is to be recognized throughout his service as his residence prior to his appointment, for purposes of establishing entitlements under these internal rules will be stated in Annex A - Administrative statement which forms an integral part of the contract.
- 8.2 The place of origin shall be determined as per the definition referred to in Annexe IV of these internal rules.

9. **Termination of appointment**

The termination of appointment shall be governed in accordance with Articles 34, 35, 36 and 37 of the Staff Regulations.

10. **Notification of staff member and obligation to supply information about themselves**

- 10.1 An appointee shall be responsible, on recruitment, for supplying the Centre with whatever information and documentation that may be required for the purpose of determining his status under the Staff Rules or of completing the administrative arrangements in connection with his contract.
- 10.2 Staff members are deemed to inform immediately and whenever possible well in advance the CDE of any change in their status or situation that may affect their entitlement. These changes will take effect for any possible purpose, if necessary with retroactive effect, at the moment of their effective occurrence.
- 10.3 A staff member who intends to change his or her nationality shall notify the Centre of that intention before the change becomes final.
- 10.4 A staff member who is arrested, charged with an offence other than a minor traffic violation, summoned before a court as a defendant in a criminal proceeding, or convicted, fined or imprisoned for any offence other than a minor traffic violation, shall immediately report the fact to the Centre.

11 **Staff member's beneficiaries**

- 11.1 At the time of recruitment, each staff member shall nominate a beneficiary or beneficiaries in writing in a form prescribed by the Centre. It shall be the responsibility of the staff member to notify the Centre of any revocations or changes of beneficiaries.
- 11.2 In the event of death of a staff member, all amounts due to that staff member will be paid to his or her nominated beneficiary or beneficiaries, except as otherwise stated in the forms completed for the purposes of the Provident Fund. Such payment shall afford the Centre a complete release from any and all liability in respect of any sum so paid.

12. **Attestation of service**

A staff member who so requests, shall be give, on leaving the service of the Centre, a certificate relating to the nature of his duties and the length of his service. Upon written request from the staff member concerned, the certificate shall also make reference to the quality of his performance and conduct during his term of service.

**INTERNAL RULE N° R 2/CA/05**

<p><b>Date of issue:</b></p> <p><b>Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Article 6 paragraph 2 (b)</b></p>	<p><b>Title : TEMPORARY STAFF CONTRACTS FOR A FIXED PERIOD OF TIME</b></p>
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**1. Purpose**

The purpose of these internal rules is to define the principles governing contracts for a fixed period of time within the meaning of Article 6, paragraph 2 (b) of the Staff Regulations;

**2. General rules**

Temporary staff to whom Article 6 paragraph 2(b) applies shall not be engaged for any purpose other than that of filling vacant posts included in the list of posts appended to the section of the budget relating to each temporary post or to fill a post established under programmes of funds managed by the Centre.

**3. Funding**

- a. Staff engaged to fill a post which is included in the list of posts appended to the section of the budget and which the budgetary authorities have classified as temporary. Such staff are paid from the total appropriation of the Center's budget.
- b. Staff engaged to fill a post established under programmes or funds managed by the Centre. Such staff is paid from the total appropriations of the budget relating to the programmes managed by the Centre.

**4. Conditions of recruitment**

- 4.1 The recruitment of temporary staff shall be decided by the Director. The procedure of external recruitment shall apply to temporary staff as provided for under Annex I to the Internal Rule N°R1/CA/05.
- 4.2 The recruitment of temporary staff shall be directed to securing for the Centre the services of persons of the highest standard of ability, efficiency and integrity, recruited on the broadest possible geographical basis from among nationals of ACP-EU Signatories States to the Cotonou Agreement.
- 4.3 A temporary staff may be employed only on conditions provided for under Article 27 of the Staff Regulations.

- 4.4 The classification of temporary staff at the time of recruitment shall be according to the nature and level of duties to which the vacant post corresponds as provided for under Article 7 of the Staff Regulations.
- 4.5 In accordance with Article 8 of the Staff Regulations, the category, level and step at which the staff member is engaged shall be stated in his employment contract.

## 5 **Rights and obligations**

The provisions of the Staff Regulations concerning the rights and obligations of staff, the internal rules and implementing rules shall apply to temporary staff. However, taking into account the short duration of the fixed period contract, temporary staff shall be entitled to allowances and reimbursement of expenses as follows:

### 6. **Travel expenses**

A temporary staff member's travel expenses are reimbursed as provided for under Internal Rule R15/CA/05 upon appointment subject that the fixed period contract is not less than two years. A temporary staff who has completed more than four years service shall be reimbursed, upon separation, his travel expenses as provided for under the Internal Rule N°R15/CA/05.

### 7. **Removal expenses**

Removal expenses are paid as provided for under Internal Rule N°R17/CA/05 upon appointment subject that the temporary appointment is not less than two years. A temporary staff who has completed more than four years service shall be reimbursed upon separation his removal expenses in accordance with the provisions provided for under the Internal Rule N°R17/CA/05.

### 8. **Daily allowances**

Temporary staff shall be paid a daily allowance as provided for under Internal Rule N°R16/CA/05 3(a) and (b) limited respectively to maximum 60 and 30 calendar days.

### 9. **Installation and reinstallation allowances**

Internal rule N°R18/CA/05 shall be applicable to temporary staff recruited for a period not less than two years.

- 9.1. Installation allowance as defined in item 2 of Internal Rule N°R18/CA/05 shall be limited to 1/3 of one month's basic salary.
- 9.2. Reinstallation allowance as defined in item 6 Internal Rule N°R18/CA/05 shall be limited to 1/3 of one month's basic salary if the temporary staff completed at least 4 years of service.

### 10. **Home leave expenses**

Internal Rule N° R 22/CA/05 shall be applicable to temporary staff who hold one or various successive contracts for a total period of at least three years.

### 11. **Sick leave**

- 11.1 With reference to paid sick leave as provided for under item 6 of the Internal Rule N° R 8/CA/05, the cumulative absence from work for sickness shall not exceed 30 calendar days over a period of 12 months. In case of long-term absence, the paid sick leave may not be extended beyond three months. If after those three months the temporary staff

member is still incapacitated, the Centre may, in consultation with its medical doctor, terminate the contract of the temporary staff if appropriate.

- 11.2 If the temporary staff suffers a work-related accident during the period of his fixed period term contract which leads to total incapacity to work, he shall continue to receive his remuneration and allowances and continue to benefit from his social security coverage for the total duration of his unfitness until the end of the period of his contract.

12. **Assessment report**

- 12.1 The temporary staff shall be subject to periodic assessment under the conditions provided for under Internal Rule N° R3/CA/05.
- 12.2 Assessment reports shall be made annually or at the end of the contractual period. Each extension or renewal of the temporary staff contract shall give rise to a new assessment report, where applicable.

13. **Completion of appointments**

- 13.1 Where it has been decided not to offer an extension of appointment to a temporary staff member holding a fixed-term appointment, the staff member shall be notified thereof not less than two months before the expiry of the appointment. A temporary staff member who does not wish to be considered for reappointment shall also give that period of notice of his intention.
- 13.2 Temporary posts of limited duration automatically lapse at the end of the period for which they were established unless an express decision is taken to continue them.

14. **Abolition of post**

Without prejudice to Article 34 of the Staff Regulations, the fixed-term appointment of a temporary staff may be terminated prior to its expiration date if his post is abolished.

Temporary staff members whose appointments are terminated under the above rule shall be paid a compensation of one month basic salary per uncompleted year of contract up to a maximum of five months.

**RULE N° R 3/CA/05**

<b>Date of issue:</b>  <b>Ref. Decision n°9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations Article 30.</b>	<b>Title : PERIODIC ASSESSMENT</b>
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**1. Purpose**

The purpose of this internal rule is to define the principles governing the periodic assessment as provided for under Article 30 of the Staff Regulations.

Every twelve months, at the end of the calendar year, the ability, efficiency and conduct of staff members and local staff members shall be subject to an assessment report, with the exception of the Director and Deputy Director.

The reference period for each annual assessment shall run from 1 January to 31 December.

**2. Performance Management and Development**

- 2.1 All periodic assessment reports on the ability, efficiency and conduct of staff members shall be made once a year. Reports shall include, where appropriate, proposals for advancement or delay of advancement and any other element for better integration, training and possible progression of staff. Supervisors shall be responsible for establishing, in consultation with each staff member, a work plan and objectives.
- 2.2 The performance of staff members during the reference period shall be assessed according to the performance form established by the Director. The form shall be signed by the supervisors and the staff members concerned; the latter may, if they so wish attach a statement concerning any part of the report with which they disagree and this shall become part of their performance report file.
- 2.3 The assessment of performance as reflected in these reports shall be the basis for assisting the staff member to make his most effective contribution to the work of the Centre and for decisions concerning the staff member's career development in the Centre.
- 2.4 All annual assessment reports shall be forwarded to the Director for decision through Administration.

**3. Rules of application**

- 3.1 In accordance with Article 30 of the Staff Regulations, the periodic assessment for each staff member shall cover the following fields:
  - assessment of abilities;
  - assessment of efficiency;
  - assessment of conduct.



- 3.2 The recommendations and reports provided for above shall be signed by the staff member's Head of Unit as well as by the staff member who shall be entitled to attach such comments as he may consider relevant.
- 3.3 Where the performance is inferior to the requirements of his post and to the provision of Article 26 (1) of the Staff Regulations, the report must be supported by a statement setting out the reasons adduced. Such reports will be remitted to the Director with a recommendation concerning the action to be taken.
- 3.4 The decision taken by the Director on these recommendations and reports shall be communicated, in due course, to the staff member concerned together with, where appropriate, a statement of the reasons.

For the purpose of the above provisions, the appropriate supervisory body shall be:

- (a) in the case of category 2A or Head of Unit, the Director, the Deputy Director.
  - (b) in the case of categories, 2B, 2C and 2D: a Committee composed of Heads of Units.
  - (c) In the case of clerical and support staff category: the relevant Head of Unit and the immediate supervisors if necessary.
- 3.5 If the staff member has been reassigned to other duties or is being transferred to another unit during the reference period, this shall be noted by the Head of Unit and/or the immediate supervisors at the time of the assessment if the reassignment dates back more than six months.

#### 4. **Training**

Staff members may be given suitable training as determined necessary by the Centre to improve their effectiveness in their current assignments and to prepare them for broader usefulness to the Centre. Such training shall be taken into account for the purposes of merit and/or promotion in their career.

#### 5. **Periodic Assessment**

- 5.1 The assessment must strictly relate to the reference period. No reference shall be made to previous factors other than by way of comparison to justify a modification in relation to the previous assessment or to report on completion of training.
- 5.2 An interview between the author of the report and the staff member or local staff member shall be arranged as quickly as possible, with a view to discussing the various points therein.
- 5.3 Following the interview, the assessment report, prepared in accordance with the conditions set out under point 2 above, shall be communicated to each staff member or local staff member concerned.
- 5.4 The staff member or local staff member shall be invited to present in writing his comments concerning the assessment prepared by his immediate superior.

**INTERNAL RULE N° R 4/CA/05**

<b>Date of issue:</b> <b>Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Article 31 and Annex II</b>	<b>Title : MERIT STEP ADVANCEMENT</b>
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1. Purpose

The purpose of this internal rule is to define the principles governing a staff member's advancement to the next step of his level, such as provided for under Article 31 and Annex II of the Staff Regulations.

2. Principles

- 2.1 A staff member, after good performance and continuous service of not less than two years at the same level and step, who has not yet reached the highest step within his level and whose contract will continue for at least one month after that period, may advance to the next step of his level.
- 2.2 This increase in step shall not be automatic and shall be decided upon by the Director on the basis of the ability, efficiency and conduct of the staff member, as assessed by his superiors, and of changes in the complexity of his duties.

3. Rules of application

The following procedure shall apply for the purposes of the above internal rules.

- a. A decision to grant one step in his grade presupposes that the staff member's performance is consistent with the requirements of his post and the objectives set for the last two preceding years since his last step.
- b. An increase may still be granted for merit to staff who scored "good" in his ability, efficiency and conduct as determined primarily on the basis of the reports provided for under Implementing Rule N°3/CA/05 for the period concerned. Such advancement shall be made progressively from one step to another within the same grade and shall entail an increase in salary in accordance with the scale shown in Annex II of the Staff Regulations.

- c. Those staff members already at the maximum of their grade are not eligible for merit increase.
- d. The period of absence on unpaid leave will not be taken into account for the calculation of the minimum period stipulated under Article 31.
- e. The date on which the merit step is applicable shall be the effective date indicated in the letter and the administrative statement signed by the Director.
- f. With the exception of level 1.A and 1.B, the number of staff at the highest step of each level may not exceed 25% of the number of statutory posts at each respective level.

**INTERNAL RULE N° R 5/CA/05**

<p><b>Date of issue:</b></p> <p><b>Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Articles 28, paragraph 1, and 32.</b></p>	<p><b>Title : PROGRESSION IN LEVEL/CATEGORY (PROMOTION)</b></p>
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**1. Purpose**

The purpose of this internal rule is to define the principles governing promotion in level/category, such as provided for under Article 28 § 1 and Article 32 of the Staff Regulations.

**2. Regulatory framework**

1. The internal promotion procedure may be approved by the Director subject to the following conditions:
  - 2.
  3. (i) A budgeted post is available for internal promotion to fill vacancies by means of appointment;
    - 4.
    - (ii) The staff member's ability to handle increased responsibility has been established.
    - 5.
    - (iii) Career potential as well as undisputed ability to undertake greater responsibilities.
    - 6.

- 2.1 In order to fill vacant posts, the Director shall examine, as a priority, in accordance with Article 28 of the Staff Regulations, notwithstanding his right to reassign members of staff to new duties, the possibilities to transfer a staff member to the post by means of:

- Transfer within the meaning of Article 9, paragraph 1 of the Staff Regulations; and/or
- Promotion in level/category in accordance with the conditions and procedures provided for in this internal rule

The staff member shall be promoted on conditions provided for under Article 33 of the Staff Regulations.

- 2.2 Within the meaning of the present internal rule, shall be understood by:

- Promotion in level: the appointment of a staff member to a level immediately above the level to which he belongs within the same category.
- Promotion in category: the appointment of a staff member to a category immediately above the category to which he belongs and provided the staff member has reached the highest level in his current category.

- (a) Promotion shall be made only by selection and to fill vacant internal posts.

Any post which is subject to an internal promotion, shall be brought to the attention of the staff by "an internal vacancy notice" at least one month before it is required to be filled.

- (b) A staff member selected for promotion shall be appointed to the step in the new grade which carries a basic salary higher than that appropriate to his former level/step.

(c) In no case shall a staff member receive at his new level a basic salary lower than that which he received in his former level/category.

2.3 A minimum of two years at the same level shall be one of the conditions for eligibility for promotion in level or category.

### 3. **Vacancy notice**

3.1 The “internal promotion vacancy” shall be circulated to all staff members and specify in particular:

- a) The job, duties and qualifications;
- b) The training and experience required by the nature and the duties of the vacant post.
- c) The deadline for the receipt of applications by the Centre.
- d) The nature of competition (whether on the basis of either qualifications or presentation of written documents, or of both qualification and presentation of written documents/test);
- e) Where the competition is on the basis of written document/test, the kind of the document/test and how they will be presented and marked;
- f) Any other requirement or eligibility criteria

3.2 The internal candidates may apply for any vacant post which has been brought to their attention if they consider that their qualifications correspond to those indicated in the vacancy notice and provided that they qualify for all eligibility criteria for the given post as set in the Staff Regulations and in the present Implementing Rules. They shall make application to the Director.

3.3 Interviews and/or tests shall be conducted by a Recruitment/Promotion Committee appointed by the Director in accordance with Annex II to Int. Rule N° 1/CA/05 - Recruitment Committee.

3.4 An acknowledgement of receipt shall be sent as soon as possible to staff members having submitted their application within the deadline stipulated in the vacancy notice.

3.5 Staff members who have not been selected for the internal promotion post shall be advised no later than one month after the decision by the Director has been taken.

### 4. **Effective date of the promotion**

The date on which the promotion is applicable will be not earlier than the first day of the next month following that of the decision.

**INTERNAL RULE N° R 6/CA/05**

<p><b>Date of issue:</b></p> <p><b>Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Article 38 paragraph 1, 2 and Article 39 paragraph 1, 2 and 3.</b></p>	<p><b>Title : - DURATION OF WORK</b></p> <ul style="list-style-type: none"> <li>- Normal working hours</li> <li>- Part-time work/Overtime</li> <li>- Public Holidays</li> </ul>
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1. **Purpose**

The purpose of this internal rule is to:

- define the normal working week for staff members and local staff members of the Centre in accordance with Article 38, paragraph 1 of the Staff Regulations;
- define the arrangements for granting authorisation to work part-time in accordance with Article 38 paragraph 2 of the aforementioned Staff Regulations;
- define the principles governing overtime such as provided for in Article 39 of the said Staff Regulations

2. **Working week**

The normal working week for the Centre's staff members and local staff members shall be 37 ½ hours (thirty seven and a half hours) and the normal daily working hours shall be 7 hours and 30 minutes from Monday to Friday in accordance with the "flexi-time" system as defined below.

However, shorter working hours per week could be fixed for short-time posts or part-time work.

3. **Working hours**

The normal working hours for the Centre's staff members and local staff members shall be from 9.00 am to 12.30 pm and 2 pm to 6 pm from Monday to Friday.

The Centre is open from 7.30 am to 8 pm Monday to Friday, i.e. official clocking time. With the approval of the Directorate, Heads of Unit or Heads of Service, the staff of the Centre can rearrange their working hours subject to the following conditions ("flexi-time") and provided that the total working hours of minimum 37 ½ hours per week and 5 hours per day are respected:

- (a) The daily working hours must include the core hours between 9.30 and 17.00 with a minimum break for lunch of one hour between 12.00pm and 2.30pm.
- (b) These flexible periods must be fixed individually by each staff member, in agreement with his Head of Unit.
- (c) Where the needs of the Services so require, the Director or Head of Unit may call upon a staff member who has rearranged his working hours to work overtime or to attend at different hours, when called upon to work on Saturday, Sunday or on public holidays.

For reasons of service, the Director may refuse this flexitime and therefore the normal working hours shall apply.

#### 4. **Overtime**

When a staff in the category of “support staff” is called to work overtime in cases of urgency or exceptional pressure of work for more than the official working hours and/or on a Saturday, Sunday or public holidays or other CDE official closing day, on a duly substantial request submitted and approved before work is initiated, he shall be entitled to compensation within the limits and according to the following conditions:

- (a) Hours worked in excess of normal hours, or on a Saturday, Sunday, public holiday or other CDE official closing day, shall be considered as overtime provided that such overtime has been previously authorised by the Director or Head of Unit concerned. Such authorization shall not be given for more than 15 hours a month or in exceptional cases, for more than 25 hours a month and may not exceed 150 hours worked in a six-month period.
- (b) Overtime shall create entitlement to a compensatory rest period by one hour off per hour worked as compensatory leave. If the hour of overtime is worked between 6.00 pm and 7.00 am or on a Saturday, Sunday, public holiday or a Centre’s closing day, the entitlement to compensatory leave shall be one hour and a half for each hour worked.
- (c) Where the requirement of the service do not permit compensatory leave during the six months following that during which the overtime was worked, remuneration at the rate of 0.58% of the monthly basic gross salary shall be paid for each uncompensated hours.

To qualify for compensatory leave, the extra time worked must have been more than 30 minutes.

#### 5. **Clocking system**

Each staff member shall be obliged to ensure that the total number of hours that he works each week attains the compulsory 37 ½ hours (thirty seven and a half hours) and 5 hours per day. For this purpose, staff members shall be obliged to clock in when arriving at the Centre in the morning and when returning from lunch and to clock out when leaving at midday and/or in the evening.

Records and reports will be made available to staff members of the Centre for consultation.

#### 6. **Absences during the official hours**

Absences justified for medical visits or other duly substantiated personal reasons shall be authorised by the Head of Unit and shall not create entitlement to compensatory leave. The concept of cases of “force majeure” shall no longer be recognised henceforth, with the “flexi-time” system allowing sufficient mobility to cover any obligations in staff members’ private lives.

Any unjustified absence will be counted against the annual leave or, if the staff member concerned has already exhausted his annual leave, will entail a deduction from his remuneration. Repeated unjustified absences may lead to disciplinary measures as per Implementing Rule 23.

#### 7. **Part-time work**

- (a) A staff member may, at his request, be authorized by the Director after consultation with the immediate Head of Unit to work part-time provided that such an arrangement is compatible with the exigencies of service and that the staff member has completed his trial period as provided for in Article 29 of the Staff Regulations.

- (b) The staff member authorised to work part-time shall achieve each month a part of the normal duration of working time.
- (c) Authorization to work part-time shall be granted only on a duly attested ground of a family nature or where the staff own health is concerned. In the latter case, a medical certificate may be required.
- (d) The request must be made at least three months before the date on which the staff member wishes to commence the part-time work. In substantiated emergencies, this period may be reduced.
- (e) The authorisation shall be granted on application for a minimum period of one month and a maximum period of one year.
- (f) The authorisation may, however, be renewed on the same conditions. Application for renewal shall be made by the staff concerned at least one month before expiry of the period for which the authorisation was granted.  
  
The total period of part-time work shall not exceed three years throughout the whole of the staff member's career.  
  
If the reasons for which the authorization was granted no longer apply, the Director may withdraw the authorization before expiry of the period for which it was granted, by giving one month's notice.
- (g) The Director may, likewise, on application by the staff member concerned, withdraw the authorisation.
- (h) Any period of part time work shall commence on the first day of the month.
- (i) During the period of part-time work, staff members shall not be authorised to work overtime nor engage in any other gainful employment or activity.

A staff member shall be entitled, during the period for which he is authorised to work part-time, to the equivalent part of his full-time salary and the same proportion of the various family allowances and benefits. Contributions to the complementary health insurance scheme and provident fund shall be calculated in proportion to the basic salary reduced in this way.

The annual leave of a staff member who is authorised to work part-time shall be curtailed in proportion. An identical reduction shall be applied in calculating the right to periodic home leave.

Under no circumstances may the performance achieved during duly authorised part-time work bring prejudice to the career or assessment of skills, performance or conduct of the staff member, or constitute grounds for termination of his employment contract.

For local staff members, the procedure for authorization to work part-time shall be identical to that laid down for CDE staff members. In this case, however, the remuneration and the various allowances that may be granted to local staff members shall be calculated in proportion to the number of hours worked per week.

## 8. **Public holidays**

Public holidays shall be drawn up by the Director.



**INTERNAL RULE N° R 7/CA/05**

<p><b>Date of issue:</b></p> <p><b>Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Articles 40 and 44.</b></p>	<p><b>Title :</b></p> <ul style="list-style-type: none"> <li>- ANNUAL LEAVE,</li> <li>- SPECIAL LEAVE,</li> <li>- UNPAID LEAVE</li> </ul>
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1. **Purpose**

- 1.1 The purpose of this internal rule is to define the principles governing the system of annual leave of staff members within the meaning of Articles 40, paragraph 1 of the Staff Regulations.
- 1.2 The arrangements for granting special leave in accordance with Article 40 paragraph 2 of the Staff Regulations.
- 1.3. The rules applying to unpaid leave, in accordance with Article 44, paragraph 3 of the Staff Regulations.

2. **Annual Leave**

Staff shall be entitled to annual leave of not less than 24 working days and nor more than 30 working days per calendar year i.e. from 1 February to 31 January.

To these twenty-four days shall be added:

- a) *An additional leave allocation according to staff member's age, determined as follows:*

*1 working day if the staff member is over 25 years old or;  
2 working days if the staff member is over 35 years old or;  
3 working days if the staff member is over 50 years old.*

- b) *An additional leave allocation according to staff member's level, determined as follows:*

- *three working days for the Director and Deputy Director;*
- *two working days for staff members in level 2A or 2B;*
- *one working day for staff members in level 2C to 4A.*

- c) *An additional leave allocation of three working days as per conditions defined in point 18 of the Internal Rule R 28/CA/05 (Staff serving abroad).*

When joining and leaving the CDE, any fraction of a year shall entitle the staff member to annual leave of 2 working days per full completed month.

For any uncompleted month, 1 working day leave will apply if at least 5 calendar days have been worked in the month or 1½ working days leave will apply if at least 15 calendar days have been worked in the month.

A fraction of leave for age and grade as defined in 2.a and 2.b above, shall apply prorata temporis of the time worked in the reference year when the staff member duties cease or to be worked at the time of recruitment. The referred prorata shall be rounded at the ½ day superior unit.

### 3. Rules of applications

- (a) The entitlement of staff members to annual leave in respect of the calendar year shall be calculated on their recruitment and thereafter at the beginning of each year.
- (b) Staff members are entitled to and must take annual leave.
- (c) Leave can be split up into several periods with one period of at least two consecutive calendar weeks.
- (d) The only leave allowed to staff members taking up their appointment shall be that determined on the basis of the period already worked. Unused leave shall automatically be carried over to a maximum of 15 days per financial year. Only the Director may authorise the carrying over of more than 15 days and this solely for service reasons.
- (e) Authorisation to take annual leave shall be given by the Director.
- (f) Each year at the beginning of February, leave entitlement for the calendar year and the number of carry over days shall be communicated to each staff member.
- (g) A staff member who has not taken the whole of the annual leave due to him when his appointment ends, shall be paid a compensation for each remaining day's leave equal to one thirtieth of his monthly basic salary at the time when his duties cease. In case a new contract is issued to the Staff Member when his appointment ends, the unused leave days shall be carry forward as per section (d) above.
- (h) An amount calculated in accordance with the same method indicated in the preceding paragraph shall be withheld when the duties of the staff member's cease, in accordance with the leave days taken in advance and in excess of that due at the time of his departure.
- (i) If, during a leave, a staff member is taken ill, which would have prevented him from working had he not been on leave and provided this is certified by a medical certificate, the annual leave entitlement credit shall be increased by the number of leave days originally taken for which he is incapacitated.
- (j) If, for service reasons, a staff member is recalled during his annual leave or has his leave authorization cancelled, the duly substantiated amount of the necessary costs actually incurred as a result shall be reimbursed to him and a new travelling time entitlement granted to him.

- 3.1 For the purpose of paid Periodic Home Leave, the duration of annual leave shall be supplemented by travelling time calculated according to the terms and conditions set out in the internal rules N°22/CA/05, whatever the means of transport used to a maximum of 3 days.

### 4. Advance leave

A staff member may, in exceptional circumstances and at his request, be granted advance leave at the Director's discretion. The duration of such leave shall not exceed five working days and shall be deducted from the subsequent leave entitlements of the following year.

## 5. **Special leave**

The Director may grant special paid leave upon submission of a special leave application up to a maximum of 14 working days in any one calendar year and as per the table below.

When the number of day's absence is greater than the number of days specified for the relevant special leave case or is greater than the maximum defined above, the excess days shall be deducted from the annual leave credit.

Similarly when justified by well-established cultural reasons, the Director may authorize a number of additional days' special leave corresponding to twice the durations provided for in the table below.

Special leave shall be granted in the following cases:

REASON	NUMBER OF DAYS ALLOWED	ADDITIONAL COMPLEMENTS	TRAVELLING TIME
1. Marriage of the staff member or other forms of legal relationships "pacs"	3 working days		YES
2. Change of residence of the staff member on taking up his duties	2 working days		NO
3. Serious illness of spouse with hospitalisation	2 working days		YES
4. Birth of a child	2 working days		YES
5. Short-term military obligation	According to legal obligation	On presentation of the call-up papers	YES
6. Death of the spouse or of a dependent child	4 working days		YES
7. Death of father/mother/brother/sister	2 working days		YES
8. Serious illness of a dependent child with hospitalisation	maximum 4 working days		NO
9. Summons to appear before a court	1 working day	On presentations of the summons	YES
10. National and regional elections; voting day. This should not apply if voting via post/consulate is possible	1 working day , otherwise only travelling time	If this falls on a working day on presentation of notice of the ballot	YES
11. Training of evident and recognised value to the service and should be related to the current/forthcoming duties of the staff Language courses and other training courses directly linked with the professional duties.	Maximum up to 10 working days	Upon decision of the Director and based on supporting documents	NO
12. Examinations	1 day per day of examination	For training and courses in direct relation with duties and career progression	YES

## 6. **Maternity, Paternity leave**

Staff members shall be entitled to a maternity or paternity leave under the conditions laid down in Article 41 of the Staff Regulations.

## 7. **Unpaid leave**

- 7.1 A staff member may, in exceptional circumstances and on his duly substantiated written request to the Director, be granted unpaid leave on personal grounds. However, staff member may be required to exhaust his accrued annual leave before being placed on unpaid leave.

## 7.2 Duration

The overall maximum duration of such leave for a given staff member shall be

Calculated as follows:

- Three calendar months when the staff member has at least accomplished two years service;
- Six calendar months when the staff member has more than five years service;
- One calendar year when the staff has more than 15 years of service;

The Director may authorise unpaid leave of a longer duration upon the duly substantiated request of the staff member concerned but never in excess of one year cumulatively.

The “years of service” definition for the meaning of this rule will not comprise the time spent on unpaid leave.

## 7.3 During the period of the unpaid leave the staff member

- a) shall not receive remuneration (basic salary and allowances) within the meaning of internal rule N°10 concerning the remuneration of staff members, with effect from the first working day of the period of unpaid leave. When the beginning and/or the end of the leave has not taken place at the beginning or the end of the month, the rules provided for in point 5.4 of abovementioned internal rule N°10 shall apply. During the unpaid leave the staff member will not be entitled to annual and special leave.
- b) shall not be entitled to advancement and to promotion in level/category; his social security provided under Article 60, 61 and 63 cover for risks under the same scheme shall be suspended. However a staff member who provides evidence that he cannot be covered by any other scheme of insurance against the risks referred to in Article 61 and 62 may, within one month starting from the due date of his unpaid leave, apply to continue to be covered in accordance with those Articles, provided that he bears the full cost of the contributions to the scheme during such leave. The contributions shall be the amount paid by the Centre for such risk coverage. Moreover, he can acquire pension rights provided that he bears the cost of the contributions to his pension or provident fund. The contributions shall be the amount paid by the Centre towards his pension/provident fund.
- d) Unpaid leave approved by the Director, cannot be shortened unilaterally.
- e) Another person may be appointed on a temporary basis to the post occupied by the staff member on unpaid leave.
- f) On expiry of his unpaid leave, the staff member must be reinstated in his post or a similar post. He shall retain his right to reinstatement.

**INTERNAL RULE N° R 8/CA/05**

<b>Date of issue:</b>  <b>Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Article 42.</b>	<b>Title : SICK LEAVE</b>
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1. **Purpose**

The purpose of this internal rule is to define the arrangements for granting leave due to sickness / accident in accordance with Article 42 of the Staff Regulations.

2. **Principle**

Staff members who are unable to perform their duties by reason of illness or injury or whose attendance at work is prevented by health requirements will be granted sick leave.

2.1 **Obligations of staff members**

The staff member concerned shall notify the Centre, as soon as possible, of his incapacity to work on the first day of absence and not later than 16.00 hrs in the afternoon by specifying his location. The staff member shall produce a medical certificate. This certificate must be sent as soon as possible and no later than the third day of absence, at the latest, as evidenced by the date as postmarked. Unless failure to send the certificate is due to reasons beyond his control, the staff member's absence shall be considered as unauthorized.

- 2.2. When sickness occurs while a staff member is on annual leave, including on home leave, sick leave may be approved subject to appropriate medical certification. The staff member concerned must indicate the exact address where he is located, together with the name, address and telephone number of his medical practitioner. The medical certificate issued by the latter must be sent immediately by registered mail. Failure to do so will result in the absence being considered as unsubstantiated.

2.3. **Unsubstantiated absences**

Without prejudice to the application of Articles 55 and following of the Staff Regulations concerning disciplinary measures, any absence considered to be unjustified shall be deducted from the annual leave of the staff member concerned. In the event that the staff member has no outstanding leave entitlement, he shall lose the benefit of his remuneration for the corresponding period.

2.4. **Verification by the Centre**

A staff member on sick leave may be required, at any time, to undergo a medical examination by the Centre's medical services or a medical practitioner designated by the Centre. If such an examination cannot take place for reasons attributable to the staff member, his absence shall be considered as unsubstantiated with effect from the day that the examination was scheduled to take place.

If the medical examination reveals that the staff member is capable of carrying out his duties, his absence, subject to the paragraph above, shall be considered as unsubstantiated

If the staff member does not agree with the conclusions of the medical examination organised by the Centre, he may, within two days, request arbitration by an independent doctor designated by common agreement between the doctor treating the staff member and the Centre's medical officer.

The opinion of the independent doctor shall be binding. When this opinion confirms the conclusions of the examination organised by the Centre, the absence of the staff member shall be considered as unjustified the day after the aforesaid medical control. When the opinion does not confirm the conclusions of the examination organised by the Centre, the absence shall be considered as substantiated in all respects.

3. **Placement on sick leave on the initiative of the Centre**

A staff member shall immediately notify the Centre of any case of contagious disease occurring in his or her household or of any quarantine order affecting the household. He shall produce a medical certificate stating the nature of the disease and the date on which it was established. In such a case, or in the case of any other condition which may affect the health of others, the Centre Medical Doctor shall decide whether the staff member should be excused from attendance at the office. If so, the staff member shall remain on duty and be required to hold himself at the disposal of the Centre. He shall receive full salary and other emoluments for the period of authorized absence.

4. **Medical examination outside the place of employment (abroad)**

Following a prior favourable opinion of the Centre's medical Doctor, the Director may authorise a staff member to have a medical examination carried out abroad. In this case, the Director may grant leave corresponding to the effective duration of the said examination, plus the normal travelling time.

5. **Absence for over 30 calendar days**

The payment of the staff member's salary by the Centre or an insurance firm on its behalf shall be guaranteed for a period not exceeding twelve months, starting from the first day of absence from work due to sickness, with the subsequent period being paid by the invalidity insurance scheme. The terms of such invalidity insurance may be consulted at the Administration Unit.

6. **Long-term absence**

In the event of absence from work due to sickness of over 120 consecutive calendar days, or for a cumulative total of 150 days over a period of 12 months, the Centre reserves itself the right to take the necessary measures. In case of illness which, in the opinion of the Centre's medical Doctor is of long duration or of temporary incapacity beyond 12 months resulting from a long-term sickness, the Director may grant further periods of sick leave on half emoluments up to six months.

If after those six months the staff member is still incapacitated, the Centre may, in consultation with its medical doctor, terminate the contract of employment if appropriate.

7. **Sick leave away from the place of employment**

Staff members may not take sick leave at a place other than that of their employment without the prior authorization of the Director, in agreement with the CDE medical officer.

In the case of sick leave during annual leave, refer to Internal rule 7 § 3 (i).

Failure to comply with any of the aforesaid provisions, shall give rise to a corresponding reduction in the leave entitlement of the staff member concerned.

**INTERNAL RULE N° R 9/CA/05**

<p><b>Date of issue:</b></p> <p><b>I.</b></p> <p><b>II. Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Article 27, paragraphs 1 (e) and 3 and 29 (b) and 35 (b).</b></p>	<p><b>III.</b></p> <p><b>IV.</b></p> <p><b>V. TITLE: MEDICAL EXAMINATION</b></p> <p><b>VI. PRIOR TO RECRUITMENT</b></p> <p><b>VII. AND ANNUAL MEDICAL</b></p> <p><b>VIII. EXAMINATION</b></p>
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**1. Purpose**

The purpose of this internal rule is to define the principles governing the medical examination prior to recruitment and annual medical examination within the meaning of Articles 27 paragraphs 1 (e) and 3, and 35 (a) and b) of the Staff Regulations.

**2. Medical examination prior to recruitment**

Before their recruitment, successful candidates shall be bound to undergo a medical examination in order to ensure that they fulfil the health conditions required for the performance of the duties to be assigned to them.

- 2.1 During the trial period, a newly recruited staff member shall be bound to undergo a medical examination by the Centre's medical officer within the meaning of Article 29 (3) of the Staff Regulations, so as to ensure that he is physically fit and meets other health requirements to perform his duties.

Where the medical examination made before a newly recruited staff takes up his duties shows that he is suffering from sickness or invalidity, the appointing authority, in so far as risks arising from such sickness or invalidity are concerned, may decide to admit the newly recruited staff 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 Centre.

**3. Medical clearances prior to confirmation to the post**

Prior to confirmation to a post, the newly recruited staff member needs to obtain clearance from the Centre's medical doctor confirming that he is physically fit to work at the Centre. Only then can the appointment be confirmed by the Centre. Medical clearance is a pre-requisite for any type of employment at the Centre.

**4. Annual medical examination**

- 4.1 Staff members shall be obliged to undergo an annual medical check up organised by the Centre with its medical doctor, so as to ensure that they still fulfil the physical aptitude and meet other health requirements for the performance of their duties.
- 4.2 If need be the Centre's medical doctor may propose that a staff member undergoes further examination conducted by a specialised doctor or by a medical centre appointed by the CDE.

- 4.3 If a staff member refuses to undergo the said additional examination, the case shall be referred to the Director who may, if it is in the interests of service and if no other solution is found, terminate the employment of the staff member concerned in accordance with Article 35 (b) of the Staff Regulations.

5. **Costs**

The costs resulting from the medical examination prior to recruitment, the annual medical examination and any additional examination as referred to under points 3 and 4 above shall be borne by the Centre.



**INTERNAL RULE N° R 10/CA/05**

<p><b>Date of issue:</b></p> <p><b>Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Articles 46 to 51 and Annexes II and III</b></p>	<p><b>Title : REMUNERATION OF STAFF MEMBERS</b></p>
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1. **Purpose**

1.3 The purpose of this internal rule is to define the principles governing the remuneration of staff as provided for under Articles 46 to 51 and Annexes II and III of the Staff Regulations.

1.4 The remuneration of staff members shall comprise:

- a basic salary determined in accordance with point 6 below;
- family allowances determined in accordance with internal rules n° 11, 12 & 13.

1.5 The net basic salary of staff members shall be composed of the elements referred to in the above paragraph after deduction of:

- social security payments in accordance with the provisions of internal rule n° R24 defining the principles governing social security and the principles governing the provident fund;
- the tax for the benefit of the Centre determined in accordance with Annex III to the Staff Regulations;
- where applicable, non statutory deductions determined in accordance with point 7 below.

2. **Remuneration criteria**

2.1 The remuneration of staff members shall be based on the classification of the staff member and his civil, family, expatriate or non expatriate status.

2.2 The staff member's initial classification shall be set out in terms of category, level and step at the time of recruitment, on the basis of the criteria laid down by internal rule n° R1 defining the principles governing external recruitment.

This classification shall be stated in the staff member's contract and shall be used to determine the amount of the staff member's gross basic salary as fixed by Annex II to the Staff Regulations.

It may change during the staff member's career as a result of:

- advancement within the same level (step) (internal rule n° R 4);
- promotion to a higher category or level (internal rule n° R 5);
- at the time of annual review of remuneration of the gross basic salary.

2.3 The staff member's initial civil, family, expatriate or non-expatriate status shall be determined on the basis of any legal substantiating document presented by the staff member on taking up his duties at the Centre and upon request by the Centre, in particular:

- birth certificate;
- marriage certificate/civil partnership act;
- divorce or legal separation certificate;
- death certificate;
- adoption certificate;
- passport or residence certificate.

Within the meaning of these rules, a legal substantiating document shall be an official document recognised as such by a State signatory to the Cotonou Agreement or by any competent authority recognised by the said States.

The civil, family, expatriate or non-expatriate status shall be recorded in Annex A to Annex I (Administrative Statement) and Annex B to Annex I (Family Statement) to the staff member's contract and may be modified according to circumstances during the staff member's period of appointment, in accordance with the provisions set out in point 3 below.

It is on the basis of the family status that family allowances and benefits shall be paid to staff members.

Granting of these benefits and allowances of a family and social nature shall also lead to a reduction of the basic taxable amount in accordance with the provisions set out in Annex III to the Staff Regulations.

- 2.4 The expatriate status of a staff member, as defined in point 4 below, shall be determined initially when the staff member takes up his duties at the Centre.

It shall be mentioned in the staff member's contract and administrative statements.

### 3. **Obligations of the staff member (in the event of change in civil, family or expatriate status)**

- 3.1 The staff member shall inform the Centre's Administration Unit within one month of any element of law or fact that has altered his civil, family or expatriate status. He shall provide the Administration Unit with all the relevant legal substantiating documents. The effective date of change relating to rights and obligations shall be the first day of the month following that in which the change occurred.
- 3.2 At the beginning of each year, and without prejudice to the above paragraph, the Centre's Administration Unit shall provide each staff member with a declaration form to be completed and returned to the said Unit.
- 3.3 Any change in the staff member's civil, family or expatriate status shall be recorded in Annex A to Annex I (Administrative Statement) and Annex B to Annex I (Family Statement) to the staff member's contract.

### 4. **Expatriate status**

Within the meaning of these rules, is considered to be an expatriate staff member shall be any staff member not having the nationality of the country in which the Headquarters of the Centre is situated. If a staff member has legally several nationalities and one of them is the nationality of the country in which the Headquarters of the Centre are situated, the said staff member will not be considered as expatriate. If a staff member changes his nationality at any time during his career, the expatriate definition will apply as per his new nationality or nationalities and all related rights and obligations shall apply as from the first day of the month following which the change occurred.

The above shall apply to a recruited staff member from the date of application of this internal rule.

An expatriate staff member, who is temporarily assigned to another duty station located in a country of which he is a national, shall maintain his expatriate status.

A non-expatriate staff member who is assigned temporarily to another duty station shall benefit from the expatriate status during the period of this assignment, if he is not a national of the country of the duty station.

5. **Marital status**

Within the meaning of these rules, is considered to be a staff member living in a marital status any staff member providing an official document in accordance with the definition of legal spouse given in Annex IV.

6. **Payment procedures**

- 6.1. At the end of each pay period, each staff member shall receive his net remuneration in euros, by monthly transfer to a bank account opened in his name.
- 6.2. The remuneration shall be paid one month in arrears. However, The Centre shall ensure that the payments are made on the 25<sup>th</sup> of each month or the first working day following this date.
- 6.3. Salary advances may be granted only in exceptional circumstances. They may be authorised only by a special decision of the Director, after examining the grounds set out by the staff member. Repayment of such advances shall be made within a period of six months.
- 6.4. When the monthly remuneration (basic salary and family allowances within the meaning of these internal rules) is not due in its entirety, the latter shall be split into thirtieths, as follows:
- when the actual number of payable days is equal to or lower than fifteen, the number of thirtieths shall be equal to the actual number of payable days;
  - when the actual number of payable days is higher than fifteen, the number of thirtieths due shall be equal to the difference between thirty and the actual number of non payable days.

7. **Gross basic salary**

- 7.1 The gross basic salary shall correspond to the amount set for the category, level and step of the staff member on his initial recruitment or as modified during his period of appointment, in accordance with the table of gross monthly salaries given in Annex II to the Staff Regulations.
- 7.2 The amount of the gross basic salary may be adjusted annually under the conditions laid down in Article 48 of the Staff Regulations.

8. **Non statutory deductions**

- 8.1. The Centre may make deductions in order to repay:
- advances on mission expenses in accordance with the provisions of internal rule N° R19/CA/05;
  - authorised private use of CDE paid services or supplies;
  - any overpayment by the Centre or approved deductions;
  - salary advances;
  - home leave advances.
- 8.2 Deductions in respect of any overpayment by the Centre or any salary advance may not exceed 25% of the net remuneration of the staff member.

All other deductions shall be made in one installment. The staff member will be informed beforehand.

**INTERNAL RULE N° R 11/CA/05**

<b>Date of issue:</b>  <b>Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Article 46 paragraph 2 and Article 50 paragraph 1 (a).</b>	<b>Title : HOUSEHOLD ALLOWANCE</b>
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1. **Purpose**

The purpose of this internal rule is to define the principles governing the household allowance of the CDE staff members as provided for under Article 50 paragraph 1 (a) of the CDE Staff Regulations.

2. **Household allowance**

- 2.1 The household allowance shall be fixed at 7.08% of the staff member's gross basic salary.
- 2.2 The household allowance shall be granted to:
- a) a married staff member;
  - b) a widowed, divorced, legally separated or single staff member, having one or more dependent child(ren) within the meaning of the definition of the dependent child given to in Annex IV of this internal rules;
  - c) a non married staff member living in a marital status provided within the meaning of the definition of legal spouse given to in Annex IV of this internal rules.
  - d) If the spouse or the stable non-marital partner of a staff member is in receipt of an allowance of the same or similar nature as a result of his professional activity within an international or European institution or if an allowance of the same or similar nature is paid by another source, the staff member entitled to the household allowance shall not receive this allowance.
  - e) A staff member receiving such household allowance shall submit to Administration Unit, every year, a statement backed up by any necessary supporting documents proving compliance with this clause.
  - f) However, staff members who do not fulfil the aforesaid conditions and were already employed at the CDE in December 1992 and were receiving holiday pay, shall receive a differential allowance equal to the household allowance calculated at the rate given in point 2.1 above.

**INTERNAL RULE N° R 12/CA/05**

<b>Date of issue:</b>  <b>Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations Article 50, paragraphs 1(b) and 3.</b>	<b>Title : DEPENDENT CHILD ALLOWANCE</b>
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**1 Purpose**

1.6 The purpose of this internal rule is to define:

- the principles governing the dependent child allowance of the CDE staff members as provided for under Article 50 paragraph 1(b) of the CDE Staff Regulations and in accordance with the meaning of the definition of dependent child referred to in Annex IV of these internal rules.
- the exception provided for in Article 50 paragraphs 2 and 3 of the Staff Regulations.

**IX. 2. Conditions for granting dependent children allowance**

2.1. In accordance with the conditions below, staff members with one or more dependent children shall receive an allowance for each dependent child.

2.2. The allowance shall be granted :

- a) as of right for dependent children under 18 years of age;
- b) on application, with supporting evidence by the staff member, for children between 18 and the end of the month during which the child reaches 26 years of age, who are receiving educational or vocational training on a full-time or on a part-time basis when the type of education so requires.

However, this age limit shall not apply in the case of a child suffering from a serious physical or mental illness or an infirmity preventing him from providing for himself and provided there is clear evidence and recognition of dependency from the Staff member. This age limit exemption shall be subject of a special decision by the Director.

In the case of a child who has reached the age of 18 years, where the child is physically or mentally incapable of gainful employment, the staff member concerned shall be exempted from providing a school attendance certificate and the child shall be recognised as dependent.

In the case the disability has not yet been confirmed by the Centre Medical Doctor, the staff should submit the medical report and shall continue to receive his dependency allowance pending the findings by the Centre's medical Doctor.

The Centre may at any time request for a medical report certifying the handicap of the child.

- 3 For staff members having opted for the Belgian social security system (O.N.S.S.), the amount of this allowance shall be determined by the Belgian legal provisions applicable. The allowance is paid directly to the staff members by National Family Allowances Office (O.N.A.F.T.S.).

Staff members having opted for another social security system shall receive an allowance identical in amount to that of staff members referred to in the above paragraph 3.

- 3.1. In accordance with Article 50, paragraph 3 of the Staff Regulations, the amount of allowance for the dependent child can be doubled by a special reasoned decision of the Director, taken on the basis of substantiating medical documents, drawn up by a doctor designated by the Centre and certifying that the child in question imposes on the staff member a heavy financial burden resulting from a mental or physical handicap suffered by the child.
- 3.2 Where both parents are staff members of the Centre, no more than one dependent child allowance shall be paid per dependent child.
- 3.3 If the other parent or any other person with custody of the child receives an allowance of the same nature from another source, the staff member shall be bound to declare this fact to the Administration Unit of the CDE.
- 3.4 Where the dependent child is left to the care of a third person, pursuant to legal provisions or a decision by the Courts or an administrative competent authority, the allowance shall be paid to the latter on behalf of and in the name of the staff member.

**INTERNAL RULE N° R 13/CA/05**

<b>Date of issue:</b>  <b>Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Articles 46, paragraph 2 and 50 and Annexes II and III</b>	<b>Title : FLAT-RATE EDUCATIONAL ALLOWANCE</b>
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**1 Purpose**

- 1.1. The purpose of this internal rule is to define the principles governing the monthly flat-rate educational allowance of staff, as provided for under Articles 46 paragraph 2 and 50 and Annexes II and III of the Staff Regulations.

**2. Flat -rate educational allowances**

- a) Staff members having one or more dependent children within the meaning of the definition of dependent child are entitled to receive a monthly flat rate educational allowance depending on the school attended by the dependent child within the rate of the educational establishment specified under point 5 below.
- b) A monthly flat-rate educational allowance shall be paid for each dependent child attending regularly an educational establishment on a full-time or part-time when the type of education so requires, up to the age of 26 years.

**3. Rules of application**

- a) At the beginning of any given school year, the staff member shall declare his dependent child(ren) attending regularly a nursery, primary or secondary, technical or vocational, higher education or university on a part-time or full-time basis.
- b) The eligibility for continued payment of the flat-rate allowance is verified by having each staff member complete a form, in September of each year, signed both by the staff member and the educational establishment. The staff member is responsible for declaring any change in the status of a dependent child likely to affect the entitlement to or the payment of the flat-rate allowance. If so required, the CDE may use any means to check the reality of the information declared including requesting for the official child attendance report from the establishment.
- c) Within the meaning of this provision, by “nursery, primary, secondary or training/vocational, higher education or university establishment” shall be understood as follows:
  - Public or private nursery or primary schools (primary education);
  - Public academic schools or colleges or equivalent private establishments (secondary education);
  - Technical or vocational training establishments and centres of any kind after primary education;

- Public or private establishments of higher education or university level, for access to which a diploma of secondary education is required;
  - Special public or private educational establishments for handicapped children.
- d) Attendance of educational and training courses of a temporary nature or part time attendance shall be regarded as attendance at an educational establishment only if the curriculum or programme of such attendance will comprise a minimum of 16 hours lessons or training a week over a period of minimum 3 calendar months per calendar year. In such case, the monthly flat-rate allowance is paid only during that period.

By technical or vocational training, the Centre recognizes technical or vocational training at the secondary education level i.e. not requiring a secondary education diploma (baccalaureate, matric, humanités etc) and which aims to provide training for employment. This type of training includes:

- courses or ranges of subjects which provide the opportunity to develop performance skills in the subject area;
- courses which provide students with a working knowledge as well as range of skills and techniques for successful performance in working life;
- a technical or vocational course where the objective of the training programme is to engage the students in lifelong learning and to help them move on to employment, self-employment and further education or training-supported learning, personal and social development and provision of direct vocational training.

The certificate from a technical or vocational training establishment must specify the type of training followed by the dependent child.

- e) The Entitlement to a monthly flat-rate educational allowance shall commence on the first day of the month in which the dependent child fulfils the conditions referred to under point 3(b) above, after the staff member has taken up his duties. This entitlement shall expire latest by the end of August of the reference school year during which the dependent child reaches 26 years of age.

#### 4. **Flat-rate educational allowance**

- a) The basic amount of the flat-rate educational allowance shall be fixed at 254,74 € per month. This basic amount shall be revised annually in accordance with the rules set in Article 48 of the Staff Regulations.
- b) When the school establishment or the boarding school attended by a dependent child is at least 50 kilometres from the place of work of the staff member the monthly flat-rate allowances shall be an amount equal to double the monthly ceiling referred to under point 5.
- d) The monthly flat-rate amount shall cover all the costs arising from school attendance such as: purchase or rental of school equipment and supplies; insurance, transport to and from the educational establishment, lunch and snack, school activities organized within the compound of the school establishment or outside the school compound but not related to the school curriculum.



5. The amount of the monthly flat-rate educational allowance payable is established in accordance with the methodology referred below:

Higher or university education	€
- if the university or higher school establishment is situated within the Brussels region	254,74
- if the university or higher school establishment is situated at a distance of 50 km from Brussels	509,50

Nursery, primary or secondary education or training, vocational	€
For a child attending:	
- an establishment of primary or secondary education, training or vocation school establishment and residing away from home	254,74
- an establishment of primary or secondary education, training or vocation school establishment and residing at the family home	127,35
- nursery school education	63,69

- a) When a staff member's child(ren) attend(s) a special school for urgent and justified educational reasons, the basic amount of € 254.74 is increased, by a maximum of 64% for a child of less than 11 years and by a maximum of 50% for a child of over 11 years. A certificate from the headmaster of the establishment attended must certify that it is in the interest of the child to follow an adjusted type of education and duly confirmed by a medical or an educational psychologist.
- b) The monthly flat-rate educational allowance provided for under point 5 shall be granted during the school year which runs from 1<sup>st</sup> September to 31<sup>st</sup> August.
- c) Staff members shall be bound to declare any monthly flat-rate allowance of the same nature received from another source, as well as any modification which may lead to the revocation or reduction in the educational allowance.
- d) Under no circumstances may the educational allowance be cumulated with a grant or any other equivalent financial assistance received for the dependent child.

5. **Children placed in "CRECHES"**

The CDE shall grant, within certain limits, an allowance for "CRECHE" for young children recognized as dependants of the staff member.

This allowance shall be paid to staff members on presentation of supporting documents proving that they have effectively placed their child(ren) in a "crèche" along with paid an invoice or certificate of payment.

Whatever the status of the “crèche” – public or private - the amount of allowance shall be established taking account of:

- a) the official rates fixed by the “office de la naissance et de l’enfant” (ONE) or “Kind en Gezin”. To this effect, only the highest rate applicable in these two official bodies shall be taken into account.
- b) the financial contribution by the staff member;

To determine the amount of the staff member’s financial contribution, the CDE shall take the staff member’s net incomes into account. If the spouse is gainfully employed, the combined amount of these two incomes shall be taken into account. The staff member must submit a declaration on his honour to this effect.

Only that part of the cost determined in accordance with the point 5 (a) which exceeds the staff member’s financial contribution shall be covered by the “crèche allowance.

**INTERNAL RULE N° R 14/CA/05**

<b>Date of issue:</b>  <b>Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Articles 50 (c) and 52.</b>	<b>Title: REIMBURSEMENT OF EDUCATIONAL EXPENSES</b>
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**1 Purpose**

- 1.1 The purpose of this internal rule is to define the educational allowance “minerval”/tuition fee and/or registration fees, without prejudice to the flat-rate educational allowance within the meaning of internal rule n° R13/CA/05.
- 1.2 Definitions as per items 3.c and 3.d of Internal Rule n° R13/CA/05 shall apply to the present rule.
- 1.3 Within the meaning of this rule and in accordance with Articles 50 (c) and 52 of the Staff Regulations, educational allowances shall comprise a reimbursement of:
- school fees “minerval” or tuition fee;
  - registration fees;
  - Additional reimbursements.

**2 Minerval/tuition and/or registration fee:**

In the conditions described below, staff members shall receive reimbursement of the “minerval”/tuition and/or school registration fees on the basis of a regular attendance by the child:

- a) In the case of primary or secondary education, the contribution by the Centre may not exceed the corresponding amount that the staff member would have had to pay in the same conditions at the European School in Brussels or in Belgian schools in the case of technical or vocational training. This limit shall not, however, be applied:
- b) If despite intervention by the Centre and the staff member, the application to register his child at the European School has been refused by the latter and/or the application has been placed in the waiting list due to lack of space and financial means.

In such cases, the contribution by the Centre shall be made only on presentation of supporting documents and shall be limited to maximum 75% of the “minerval”/tuition and/or registration fees of the reference educational establishment.

The reference schools are the British Junior Academy for primary education and the British School of Brussels for secondary education.

- c) Individual cases shall be examined by an ad hoc committee comprising 3 persons of whom one representative of the Staff Committee.

- d) If for reasons of continuity in the school curriculum, the staff member opts not to register his child with the European School at a primary or secondary school, the Centre shall contribute only on presentation of supporting documents and official receipt and duly substantiated invoices for each dependent child attending a fee-paying school establishment primary or secondary and up to a ceiling fixed at double the maximum fees applied by the European School or up to the maximum referred to under 2 (b) above whichever is the lesser. These cases shall be examined by the ad hoc committee mentioned above.
- e) School fees applied for training or vocational school shall be paid on the basis of corresponding amount applied under the above paragraph 2 (d).
- f) In cases where staff members suffer exceptional discriminatory differences in relation to the measures applicable to the nationals of EU Member States as regards “Minerval” and/or registration fees at an establishment of higher or university education of the European Union, 80% of the differences shall be reimbursed by the Centre on presentation of supporting documents, up to a maximum of 8676, 27 Euro per year.
- g) Only the “minerval”/tuition and registration fees, to the exclusion of all other costs covered by the flat-rate educational allowance as set out under internal rule N°13/CA/05 are reimbursable.
- h) Reimbursement of school fees/minerval shall commence on the first day of the month in which the dependent child fulfils the conditions referred to under point 2 (f) above, after the staff member has taken up his duties. This entitlement shall expire at the end of the month in which the conditions providing entitlement to this allowance are no longer fulfilled and, at the latest, at the end of the month during which the dependent child reaches 26 years of age.

### 3. **Submission of claims**

- a) the beginning of each school year the staff member requesting reimbursement of “minerval”/tuition or/and registration fees shall submit a certificate of enrolment established by the educational establishment and shall inform the administration unit of the expenditure which will be incurred for the education of each child.
- b) School fees may be refunded by term or semester on presentation of evidence of expenditure, the actual amount paid or quarterly as well within the limit of school fees referred above for the reference school year.
- c) Under no circumstances may the educational allowance “minerval”/tuition or/and registration fees be combined with a grant or any other equivalent financial assistance received by the dependent child. Reimbursement of the expenses will be adjusted accordingly.
- d) Staff members shall be bound to declare any educational allowance of the same or similar nature received from another source, together with any modification which may lead to the revocation or reduction in the educational allowance.
- e) The CDE will reimburse “minerval”/tuition or/and registration fees only once for the same school/education/academic year irrespectively if the child has been moved from one educational establishment to another or from one educational system to another.

#### 4. **Additional reimbursement**

- a) Special costs relating to certain school activities shall be reimbursed following authorization by the Director if they form part of compulsory school activities organized outside the educational establishment and not during holiday periods, including training courses, organised within the framework of part-time or full-time education and including technical or vocational training, with the exception of expenses on special courses and activities which are not normally part of the child's basic course of studies and the cost of related equipment.
- b) The school establishment shall deliver a standard attestation indicating the identity of the child, the date of the activity, confirming that the child did participate and the amount paid. Reimbursement will only be made after the participation of the child will take place.

#### 5. **Validity of claims**

- a) Requests for reimbursement of "minerval" or/and registration fees incurred during a school year are therefore to be submitted within 3 months following the last school day of the reference school year.
- b) Other reimbursable expenses shall be submitted within 3 months following the quarterly expenditure.

**INTERNAL RULE N° R 15/CA/05**

<b>Date of issue:</b>  <b>Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Article 52.</b>	<b>Title : REIMBURSEMENT OF TRAVEL EXPENSES</b>
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1. **Purpose**

The purpose of this internal rule is to define the principles governing travel expenses of staff members with the exception of Staff members in category 4A and their dependent family when taking up or leaving their duties as provided for under Article 52.

2. **Travel expenses of staff members shall comprise:**

- a) Expenses incurred on taking up duties, from the place of recruitment to the place of duty station as defined in paragraph 3 below;

If the spouse or/and the dependent children live in a place other than the place of recruitment of the staff member, the Centre shall reimburse the travel expenses of these persons from the place where they reside to the place of employment, subject to the cost not being greater than what the Centre would reimburse from the place of origin or recruitment and no later than one year after the staff member took his duties;

- b) Expenses incurred from the place of duty station to the place of origin or to the place of recruitment as defined in paragraph 3 below on termination of service within the meaning of Article 34 of the staff regulations and no later than two years after the staff member having terminated his service;

In the event of death of the staff member, the widow and dependents children shall be entitled to reimbursement of travel expenses under the same conditions.

3. **Rules of application**

Reimbursement of travel expenses by the Centre shall be based on the following conditions on production of the used tickets and boarding passes, original invoices or any evidence so required by CDE proving the effective travel:

- a) First-class rail fare or first-class boat fare (double cabin);
- b) The cost of travel by air in economy class on the shortest and most economical route where the route referred to in paragraph (a) exceeds 500 km; The Director and Deputy Director, their spouse and dependent children shall be entitled to reimbursement of business class plane tickets (club, business or similar);
- c) Travel expenses shall also include the cost of seat reservations, transport of luggage and, where applicable, per diem and unavoidable transits. Reimbursement for such per diem shall be on the basis of ceiling applicable for the mission expenses (Internal Rule R19).

For the air freight of accompanying luggage in addition to the free allowance of luggage granted by airlines, the CDE shall reimburse, upon presentation of evidence of their effective use (no MCO's accepted), luggage supplements up to a maximum of:

- 20 kg for the staff member;
- 20 kg for the spouse;
- 10 kg per dependent child.

- d) Where means of transport other than those mentioned above are used, calculations of reimbursement shall be based on the cost by road (provided that the total cost will not be greater than the cost of travel by air for such distances as per item b) above.

In such cases, the staff member shall receive a flat-rate allowance of € 0.3343 per kilometre. (This amount shall be adjusted automatically annually in accordance with the trend in average costs in the EU following the practice of European institutions in Brussels) plus reimbursement against presentation of supporting documents, of any transshipment costs. The aforesaid flat-rate allowance per kilometre shall apply for whatever number of persons transported on this occasion.

Under no circumstances shall the Centre be held liable for any damage suffered by the staff member's personal car in accidents that may occur during the journeys made by staff members under the present regulation. The same applies with respect to any damage caused by the staff member to other persons during these journeys.

- e) Under no circumstances shall the reimbursement by the CDE exceed the cost effectively incurred by the staff member or the amount that the Centre would have had to pay to acquire the travel documents from its usual travel agency.
- f) The CDE may decide that the travel documents and charges for excess luggage shall be purchased by the CDE from its travel agency in good time and handed to the staff member through a travel agency at the place of recruitment or place of origin. In such case, the staff member shall provide to the Centre with all the travel and excess baggage evidences as defined above.
- g) If a means of transport other than those mentioned above is used, the reimbursement shall be determined by a special decision of the Director.

#### 4. **Place of recruitment or origin**

A staff member's place of origin shall be determined in accordance with the meaning of the definition of "place of origin" referred to in the Annex IV of this internal rules.

**INTERNAL RULE N° R 16/CA/05**

<b>Date of issue:</b>  <b>Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Article 18</b>	<b>Title : DAILY ALLOWANCES GRANTED TO NEWLY RECRUITED STAFF MEMBERS</b>
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1. **Purpose**

The purpose of this internal rule is to define the principles governing travel expenses of staff members with the exception of staff members in category 4A and their dependent family when taking up or leaving their duties as provided for under Article 52.

2. **Daily allowance**

2.1 A newly recruited staff member who provides evidence that a change in the place of his residence is required in order to comply with Article 18 of the Staff Regulations shall be entitled for a maximum period specified in point 3, to a daily subsistence allowance per calendar day, with effect from the day he is authorized to arrive at the duty station to take up his duties until the day of his definite installation.

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

(a) For staff members with dependent(s): 120 days maximum.

(b) For staff members without dependent(s): 90 days maximum

2.3. The daily allowance shall cover accommodation expenses up to a maximum of 50% of the prevailing per diem at the duty station as provided for under Internal Rule N° R.19/CA/05 from the first day of arrival to the 30<sup>th</sup> day and up to maximum 25% of the prevailing per diem at the duty station as provided for under Internal Rule N°R.19/CA/05 as from 31<sup>st</sup> day of arrival.

The amount of the daily allowance shall be reduced by 50% for those periods during which a staff member receives a daily mission allowance.

2.4. The newly recruited staff member may request an advance on these daily allowances up to a maximum of 30 calendar days.

2.5. The newly recruited staff member shall inform the Centre as and when he takes up his definitive accommodation.

In no case shall the daily subsistence allowance be granted beyond the date on which the staff member takes up his installation in order to satisfy the requirements of Article 18 of the Staff Regulations.

2.6. In case of a married couple employed by the Centre or two staff members registered as a non-married staff member living in a marital status, the daily allowance shall be paid for one Staff member only.



**INTERNAL RULE N° R 17/CA/05**

<b>Date of issue:</b>  <b>Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Articles 18 and 52</b>	<b>Title : REIMBURSEMENT OF REMOVAL EXPENSES</b>
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1. **Purpose**

- 1.1 The purpose of this internal rule is to define conditions of reimbursement of removal expenses to staff members with the exception of staff members in category 4A, in accordance with Articles 18 and 52 of the Staff Regulations.

Within the meaning of this rule removal expenses shall comprise:

- Removal expenses incurred by a staff member who is obliged to change his place of residence in order to comply with Article 18 of the Staff Regulations.
- On termination of service or on the death of the staff member, the expenses incurred in respect of removal from the duty station to his place of recruitment or origin.

2. **Reimbursement of removal expenses**

- 2.1 When a staff member takes up his appointment at the CDE in order to comply with Article 18 of the Staff Regulations or is leaving his duties within the meaning of Article 34 of the Staff Regulations or cessation on death, the expenses that he or his heirs or rightful claimants incur in respect of removal of his furniture and personal effects, including insurance against ordinary risks (breakage, theft, fire) shall be reimbursed by the Centre, in so far as the staff member concerned is obliged to change residence and has not already received reimbursement elsewhere for the same expenses.

However, removals within the country of the CDE Headquarters and within 70 kilometres of the CDE Headquarters shall not be reimbursed under these internal rules.

Removal includes: packaging, containerisation, transport and direct removal and transport- related insurance costs.

Reimbursement of expenses incurred for the removal of the furniture and personal effects shall not exceed the cost of removal of the quantities allowed under point 2.4.

- 2.2 If the staff member's personal effects are carried by land or by sea, a maximum volume equivalent to a 40 ft container plus one car shall be reimbursed. Staff members, who have served for more than 10 years, the Director and the Deputy Director, shall be entitled to an additional volume equivalent to a container of 20 ft when transporting by land or by sea. The Director and the Deputy Director shall also be entitled to one additional car.

If the staff member's effects are carried by air, a maximum volume equivalent to a 20 ft. container shall be reimbursed and up to a maximum amount not exceeding the amount the CDE would have paid using land or sea transport for a volume equivalent to a 40 F-ft. container.

In case a staff member's removal is made in several stages, the total cumulative entitlement of such removals may not exceed, in volume and in cost-related, the limits provided above, under point 2.4 and in no circumstances these removals may be accomplished over a period of time exceeding 2 years.

Whatever means of transport used, the removals shall, if applicable, also give entitlement to reimbursement of storage expenses of the staff member's personal effects, if storage proves to be necessary. The volume limits mentioned above for land or sea transportation will apply. Storage may not exceed three months starting from the first day of storage.

- 2.3 In the event of the death of the staff member, these expenses shall be reimbursed to the rightful claimants.
- 2.4 Reimbursement of a staff member's removal expenses from or to a place other than his place of recruitment or origin may be authorised by the Director provided that the cost thereof does not exceed that for removal to or from the duty station to or from the place of recruitment or origin.
- 2.5 Removal on taking up employment at the CDE shall be accomplished within one year of the end of the staff member's trial period.
- 2.6 Only the removal of the furniture and personal effects of staff members and recognised dependents shall be subject to reimbursement.
- 2.7 Following prior authorisation by the Director, the transport of the staff member's personal car may be realised by road, including transshipment if necessary. In this case, reimbursement shall be calculated on the basis of a flat rate allowance of € 0,3343 euros per kilometre, plus, if applicable, reimbursement of transshipment costs by road on presentation of supporting documents.

Under no circumstances shall the total amount of these reimbursements exceed the amount that would have been paid if the vehicle had been transferred with the staff member's personal effects as per item 2.1 above.

- 2.8 Reimbursement of removal and storage expenses within the meaning of point 2.4 shall be made according to a detailed quotation approved in advance by the Centre. At least three quotations shall be submitted to the Centre. The Centre reserves the right to request one or more quotations from alternative professional removal firms. The amount of reimbursement to which the staff member shall be entitled shall be limited to the most competitive firm in terms of price and quality.
- 2.9 The Centre may pay directly to the selected removal firm based on reception of an original invoice which indicates in detail the personal effects transported. It is compulsory to present a bill of lading and a letter by the staff member confirming the good reception of his personal effects to the destination prior to the final payment to the removal firm. An exoneration of taxes will also be submitted by the Centre to the selected removal firm.

### 3. **Place of recruitment or origin**

A staff member's place of origin shall be determined in accordance with the meaning of the definition of "place of origin" referred to in the Annex IV of this internal rules.

**INTERNAL RULE N° R 18/CA/05**

<b>Date of issue:</b>  <b>Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as Staff Regulations – Articles 18 and 52.</b>	<b>Title : INSTALLATION AND REINSTALLATION ALLOWANCE</b>
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**1. Purpose**

- 1.1 The purpose of this internal rule is to define the modalities of the installation and reinstallation allowances to staff members with the exception of staff members in category 4A, in accordance with Articles 18 and 52 of the Staff Regulations.

Within the meaning of this rule, the installation and reinstallations allowances shall comprise payment of:

- (a) an installation allowance to a newly recruited staff member who is obliged to change his place of residence in order to comply with Article 18 of the Staff Regulations.
- (b) a reinstallation allowance on termination of service after having completed a minimum of 36 months of service.

**2. Conditions of entitlement**

An installation allowance equal to two months basic salary in the case of a staff member with dependent family and equal to one month basic salary in other cases shall be paid to a staff member who furnishes evidence that a change in the place of residence was required in order to satisfy the requirements of Article 18 of the Staff Regulations.

The Centre reserves itself the right to verify the reality and the constraints of the installation.

The installation allowance shall be paid on production of documents establishing the fact that the staff members, together with his family, if applicable, has settled at the place of his employment. Such documents shall comprise, inter alia, the resident permits, family statements from the “commune”, rental or property documents established not prior to the date of recruitment.

A staff member with a dependent family and who does not settle with his family at the place of his employment 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 one year of the end of the staff member’s trial period.

A staff member who has received an installation allowance and who decides to terminate his contract within two years from the date of signature of his contract shall be required to refund, on leaving the service part of the allowance, in proportion with the uncompleted period of such two-year period.

A staff member, on receipt of the installation allowance, shall declare any allowance of the same nature which he receives from other sources; such latter allowances shall be deducted from the allowance provided for in this internal rule.

### 3. **Reinstallation allowances**

A staff member with no dependants who provides evidence of a change of residence shall be entitled, on termination of service, to a reinstallation allowance based on the monthly basic gross salary equal to 2.5 months for the Director, 2 months for the Deputy Director, 1.5 months for the Heads of Units and the Financial Controller (provided these staff members have accomplished at least 5 years of service at these positions) and 1 month for the other staff members (provided these have accomplished at least 3 years of service) and provided that the staff member concerned does not receive a similar allowance in his new employment. The number of months for calculating the allowance is doubled when the Staff member has dependants.

The minimum period of 3 years service as defined above shall not apply in the case of early retirement in the interest of the service or in the case of termination initiated by the Centre.

This reinstallation allowance shall be paid against evidence that the staff member and his dependent family, if applicable, or where the staff member has died, his family or rightful claimants only, have resettled at a place situated not less than 70 km from the place of employment. For the purpose of this rule, supporting documents which prove evidence of a change of residence shall be residence certificates or travel documents and/or removal documents to the place of recruitment or origin.

In the event of the death of a staff member, the reinstallation allowance shall be paid to the surviving spouse or, in the absence of such a person, to the dependents or rightful claimants as soon as proof of the reinstallation is provided.

Reinstallation of a staff member or of the family of a deceased staff member shall take place within two years of the date of termination of service.

This time-limit shall be extended to three years to dependent's family or rightful claimants entitled under him who were unaware of the foregoing provisions;

The time limit foreseen above shall be suspended for the staff member who, for medical reasons and due to his incapacity is unable to claim within the due time. The Centre shall consider his case when the staff member is able to claim his rights.

The gross basic salary and the family situation taken into account in calculating the installation and reinstallation allowances shall be those in effect at the time when the staff member takes up or leaves his duties respectively.

In cases where a couple are staff members and are both entitled to installation or reinstallation allowance, this shall be payable only to the staff member whose basic salary is higher.

**INTERNAL RULE N° R 19/CA/05**

<p><b>Date of issue:</b></p> <p><b>Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as Staff Regulations – Article 52.</b></p>	<p><b>Title : MISSION EXPENSES</b></p>
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1. **Principle**

Staff members travelling on mission and holding an appropriate mission order shall be entitled to reimbursement of travel expenses and to daily subsistence allowance in accordance with the flat-rate allowances referred under to point 2.2.a.

2.1. **Authorisation**

All missions must be authorised beforehand by the Director. Mission authorisation shall be approved on a “mission order form” authorising the staff member concerned to travel for reasons of service.

The mission order form shall indicate the purpose and detailed programme of the mission, itinerary or connections, means of transport to be used and related fares and if applicable, estimated expenses, any costs related to obtaining a visa, stopovers or any part of the journey made in a personal capacity and any additional cost.

The mission order form must include all details, information and factors necessary for the Director or the authorizing officer delegated by the Director to be able to approve a mission in full knowledge of the relevant facts and particularly in order to be able to evaluate all the elements defined hereafter.

2.2 **Mission expenses**

Mission expenses shall be reimbursed in accordance with the following amounts:

a. **Flat-rate daily subsistence allowance**

The flat-rate daily subsistence allowances shall be defined as per the last EU Commission staff daily allowance table included in the European Commission “Guide of Missions” for the countries or locations concerned.

This flat-rate daily allowance shall be granted for any mission of duration of over 12 hours. It shall be reduced by 50% if the duration of the mission is between 6 and 12 hours. It shall not be payable for missions of less than 6 hours.

Where the fare conditions require a week-end stay, additional daily allowances may be paid where cost-effective. The approved travel agency must provide the different rates available so that the staff member going on mission and the Director can reach a decision with a full knowledge of the facts. No one shall be obliged to spend a weekend at the place of mission for the sole purpose of obtaining a cheaper ticket.

b. Taxi fares and airport/rail station parking

Reimbursement of taxi fares to and from the airport or to and from the railway station at the duty station and airport/railway station parking at the duty station, shall be made upon production of receipts, to a maximum of € 50.

A specific provision is defined for the use and reimbursement of Taxis used at the place of travel as set out in item 5. b. iv.

c) Laundry expenses

Laundry expenses shall be reimbursed upon production of receipts, to maximum of € 35 for an uninterrupted mission of 7 to 13 days, with a supplement of maximum € 25 for each additional uninterrupted period of 7 days within the framework of the same mission.

d) Hotel expenses

Comprising the room rate, taxes and breakfast cost.

Reimbursement of hotel expenses upon production of receipts shall however be limited to the ceiling for hotel expenses for the countries or locations defined as per the latest version of the European Commission's "Guide of Missions". These ceilings will be increased by 50% for the Director and Deputy Director.

However, the Director may authorize reimbursement of hotel expenses above these ceilings, in so far as the corresponding expenses are duly justified by the nature of certain contact or representation missions and taking due account of CDE's interest of service.

Such derogation shall be granted only if all possibilities have been explored in order to obtain reduced rates.

e) Other expenses

Other expenses needed for the preparation and execution of an official mission and not covered by the items mentioned above may be included such as:

- Airport taxes;
- Supplements for additional journeys;
- Supplements for possible upgrading or special travel fares and for seat reservations;
- Vehicle rental;
- Visas, vaccinations;
- Excess baggage charges payable by the CDE;
- Telecom charges justified by the assignment such as telephone cards, internet connexions;
- Photocopies and purchases of stationery or documentation;
- Duly authorized entertainment expenses;
- Purchase and development of photographic films for professional purposes;
- Sleeping-car supplements if the journey includes night travel of over 6 hours between 22.00 and 07.00;
- Bank charges resulting from transactions made by the staff member, for the purpose of the mission.

f) Unforeseen and exceptional Expenses

The Director may exceptionally decide to reimburse all other specific expenditure not provided for initially or/and exceptional expenses incurred by the staff member either by reason of special instructions received or in cases of “force majeure” and in the interest of the Centre, which would make the flat-rate allowances granted clearly insufficient.

3 Advances on mission expenses

The staff member concerned may request for an advance on mission expenses. The request for advance shall be supported by a duly approved mission authorisation order form.

The advance shall be paid in euro, in good time, to allow staff members to conduct the necessary transactions before departure and cover part of the expenses during the mission.

For that purpose, the duly completed and approved mission order together with the advance request must be submitted as soon as possible and no less than 15 working days before the estimated departure, for missions of more than 5 calendar days. For such missions and in exceptional cases the Director may authorize mission orders to be submitted within less than 15 working days before the estimated departure.

No advance will be made for estimated mission expenses (including travel cost) of less than € 300.

The amount of the advance shall be determined in accordance with the following factors:

- 80 % of the estimated hotel expenses as per definition in item 2.2 above;
- allowance for taxi fares;
- laundry allowance
- flat-rate daily allowance;
- Any other foreseen and approved expense;
- A provision of 5% to cover unforeseen contingencies and other additional accommodation expenses.

4. Statements of mission expenses

Statements of mission expenses must be submitted by the staff member as soon as possible upon return from mission and latest within 3 weeks after this date.

Beyond this deadline, the advance granted shall be deemed to be unsubstantiated and shall be deducted from the next salary payment of the staff member concerned.

The statements of mission expenses presented must include amongst others:

- a) A copy of the mission authorization approved beforehand by the Director or the Authorizing Officer delegated by the Director;
- b) Transportation ticket counterfoils and boarding cards;
- c) All supporting documents for accommodation and other specific expenses provided for in this regulation.

Expenses paid by a staff member's personal credit card and justified by professional reasons within the meaning of this internal regulation may be taken into consideration in a statement of mission expenses only on presentation of duly settled supporting documents. It shall be the staff member's responsibility to indicate on the supporting documents “date of payment paid by...; credit card No...”.

If, on verification of the statement of mission expenses, it emerges that a staff member owes the CDE the balance of the advance received, the latter shall be automatically deducted from the next salary payment. A copy of the statement of mission expenses giving rise to such a deduction shall be addressed to the staff member concerned.

Payments and reimbursements resulting from the statements of mission expenses shall be made exclusively in Euro. The exchange rates applied for the conversion of foreign currencies shall be those in force in the month during which the mission took place as published by the European Commission, unless the staff member provides proof of the rates applied for the conversion of his advance.

## 5. **Travel documents and expenses**

### a) Documents issued by the CDE-approved travel agency

After signature of the mission order, CDE will provide a transportation document to the staff member.

### b) Travel expenses

#### *i) Rail*

Travel expenses are reimbursed for first-class travel by the shortest and most cost-effective route.

The following ancillary expenses shall also be reimbursable on presentation of the supporting documents;

- cost of seat reservations and transport of the necessary luggage;
- supplements for express trains;
- sleeping-car supplements if the journey includes night travel of at least six hours between 22.00 and 07.00.

#### *ii) Air*

The CDE shall reimburse expenses for the travels booked:

- a) in economy class or equivalent, at the lowest available rates, taking into account the schedule of meetings and/or special features of the mission and considering the quality of the airline company considered for all segments that involve up to four hours continuous flying time;
- b) in business-class or equivalent, at the lowest available rates, taking into account the schedule of meetings and/or special features of the mission and considering the quality of the airline company considered if the travel includes at least one segment involving at least four hours continuous flying time or where there is a physical need recognised by the CDE medical officer.

Where a journey involves a time difference of more than four hours, the staff member can take one day's rest on the mission destination location before the start of the activities.

#### *iii) travel by boat*

Travel by boat and cabin supplements shall be authorised by the Director or his delegate in accordance with the service needs on a case by case basis depending on the existence of alternative means of transport, the length and the cost of the journey.



iv) Personal car

When justified by the itinerary of the mission or special circumstances (strike, change of times) or if this means of transport allows a more expensive form to be avoided (use of a taxi or hired car), the staff member charged with the mission may be authorized to use his personal car to go on mission.

This derogation must be authorized beforehand, by the Director and, in principle; it should be included in the mission order.

In this case, expenses shall be reimbursed on the basis of a flat-rate amount of Euro 0.3343 per kilometre, plus any transshipment costs, if applicable, on presentation of the supporting documents. Parking charges incurred through the use of a personal car shall also be reimbursable.

To calculate the reimbursement, only the shortest route shall be considered, with the theoretical starting point for Brussels being regarded as the CDE headquarters and, during the mission, the hotel where the staff member is staying.

If several persons travel in the same car they must all indicate this on their mission order but only the owner of the vehicle shall be reimbursed these travel costs.

Staff members authorized to use their own cars for journeys on mission shall remain fully liable for compliance with all traffic rules, "parking tickets" and "speeding tickets" and any accidents which may occur to their vehicles or to third parties by their vehicles. The CDE shall not, therefore, consider any claims for compensation whatever the reasons for which the staff members have used their own vehicles.

If the use of a personal car entails an extension of the duration of the mission, the Administration Unit, on calculating the mission expense, shall apply a time schedule corresponding to that used for travel by rail.

Other journey expenses (motorway tolls, sea-crossings by ferry) shall also be reimbursable on presentation of corresponding supporting documents.

Staff members sent on mission shall be bound to supply the registration plate number of their vehicle in the statement of mission expenses.

v) Taxi charges

In principle, the use of a taxi during a mission shall be covered by the ceiling described under point 2 b) above.

However, when the real taxi charge incurred by staff members on mission exceeds this amount it may be defrayed if one of the following conditions is fulfilled:

- These taxi charges are justified by special circumstances such as the transport of packages required for the mission, justified emergency, strike or absence of public means of transport;
- This means of transport replaces public transport;
- This means of transport entails a reduction in mission expenses or allows working time to be saved;

- This means of transport is used during periods for which special rates are applied (at night or on Sunday).

vi) Car hire

For certain special missions and exclusively after the Director's agreement has been obtained, car hire charges may be reimbursed on presentation of a rental invoice.

If car rental proves to be indispensable during mission execution, the staff member on mission may proceed directly to hiring a car; in this case, the authorisation request must be completed upon return of the staff member sent on mission and must be attached to the statement of mission expenses, together with the invoice and proof of payment.

In the event of car hire, the staff member shall not be reimbursed taxi expenses.

6. **Duration of the mission**

Within the meaning of these internal rules, the duration of the mission shall be understood as the departure time based on the means of transport used to travel from the place of employment to the mission location and the time of return to the place of employment.

The calculation of the duration of the mission and, consequently, the flat-rate daily subsistence allowance shall be in accordance with the start and end times of the official meetings and the means of transport and type of ticket used. The following time frame shall apply:

- a. 30 minutes shall automatically be added to the outbound and return journeys for travel by train.
- b. two hours automatically added before take-off and after landing for air travel.

7. **Entertainment expenses**

Any application for reimbursement of entertainment expenses incurred during a mission shall be subject to the provisions laid down by the internal regulation concerning this type of expenditure Int. Rule 20/CA/05 - titled Reimbursement of entertainment expenses.

The expenses shall be charged against the same budgetary article as other mission expenses.

8. **Private accommodation arrangement**

If, as a result of private arrangements, the Centre is not obliged to reimburse hotel expenses to a staff member, the latter shall be entitled to a flat-rate "free accommodation" allowance fixed at 35% of the ceiling as provide for under point 2.2 d) above per night.

9. **Unused travel documents**

As soon as staff members return from mission, they have an obligation to hand over, against receipt, any unused or partially used travel documents.

Only the Administration Unit shall be empowered to recover any unused travel costs. The same shall apply if, during a mission, a change in itinerary has given rise to the issuing of a voucher for reimbursement.

Should the mission be cancelled after the advance has already been granted to the staff member, the amount in question shall be automatically deducted from the next salary payment. If the staff member has not used the advance in its entirety (reduced mission duration, accommodation/meals supplied free of charge, etc) the staff member shall be bound to return the remaining balance of the advance that, if applicable, he will have converted back into euros in advance.

Any detour made in a non-professional capacity, including the departure and/or return from/to a different location shall be charged to the staff member taking part in the mission, who shall be bound to declare this fact to the Centre and pay the additional cost directly to the travel agency at the time of booking.

10. **Mission combined with leave**

a. Daily allowance

The duration of mission taken into account in calculating the daily allowance and hotel expenses shall be fixed as follows:

- if the leave precedes the mission, the latter shall be deemed to commence at 18.00 on the day before work begins;
- if the leave follows the mission, the latter shall be deemed to end at 09.00 on the day following completion of the work.

b. Travel expenses

The travel expenses set out in the mission order shall be payable directly by the CDE, with the exclusion of any supplements resulting from an extension of the stay for personal leave.

In the case of transportation by plane of a voluminous or heavy document for the needs of the mission, the staff member may, with prior the authorisation of the Director, obtain a *Miscellaneous Charge Order* (MCO) for excess baggage.

**INTERNAL RULE N° R 20/CA/05**

<b>Date of issue:</b>  <b>Ref. Decision n°9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as Staff Regulations – Article 52</b>	<b>Title : REIMBURSEMENT OF ENTERTAINMENT EXPENSES OTHER SERVICE-RELATED EXPENSES</b>
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1. **Purpose**

- 1.1 The purpose of this internal rule is to define the reimbursement of entertainment expenses in accordance with Article 52 of the Staff Regulations.

Within the meaning of this rule, the entertainment expenses shall comprise:

- a reimbursement of entertainment expenses incurred by the staff member and directly linked to the exercise of his duty.
- other service-related expenses justified by service requirements.

Staff members who, by reason of their duties, occasionally or regularly incur entertainment expenses may be granted reimbursement of such expenses by the Director.

- 1.2 All entertainment expenses must be authorized by the Director. The request for authorisation must specify: the date on which the expenses will be incurred, the reason and the number of persons invited.

The request for authorisation does not apply to the Directorate.

- 1.3 All claims must be signed by the claimant and approved by the Director or authorizing officer delegated by the Director.

- 1.4 The request for reimbursement must be submitted by the Staff Member together with an invoice and/or a receipt issued by the establishment together with the authorisation as per point 1.2 above.

**INTERNAL RULE N° R 21/CA/05**

<b>Date of issue:</b>	
<b>Ref. Decision N° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as Staff Regulations – Article 62</b>	<b>Title : FLAT-RATE BIRTH GRANT</b>

**1. Purpose**

The purpose of this internal rule is to define the principle governing the flat-rate birth grant, in accordance with article 62 of the Staff Regulations.

**2. Flat-rate birth grant****2.1 Conditions of eligibility:**

- a) A single flat-rate birth grant shall be granted to the Director, Deputy Director and staff members on the birth of a child in accordance with the meaning of the definition of dependent child referred to in Annex IV of these internal rules.
- b) The same grant shall be paid to a staff member who adopts a child who is less than five years of age at the time of the adoption is finalized and is a dependent in accordance with the meaning of the definition of dependent child referred to in Annex IV of these internal rules
- c) The grant shall also be payable in the event of loss of pregnancy after not less than seven months.
- d) The staff member who receives the grant on the birth of a child shall declare any grants of the same nature received from other sources for the same dependent child; such grants shall then be deducted from the grant referred to in paragraph 1.

This grant shall be paid only once, where both parents are staff members of the Centre are potentially eligible.

**2.2 Amount**

The amount of the flat-rate birth grant shall be determined on the basis of the scale fixed by the Belgian social security system and the date on which the flat rate allowance falls due.

**2.3 Payment methods**

This single flat-rate birth grant shall be paid according to the following conditions:

- a) for staff members affiliated to the Belgian social security system, by the organization responsible for paying that flat rate allowance.
- b) for staff members having opted for another social security scheme, by the organization responsible for paying the flat rate allowance or by the Centre.

**2.4. Unjustified payments**

Any recipient of an unjustified payment of a flat-rate birth grant shall be bound to refund the amount paid under the conditions set out in Article 54 and shall be liable to the provisions laid down in Articles 55 to 58 of the Staff Regulations.

**INTERNAL RULE N° R 22/CA/05**

<b>Date of issue:</b>  <b>Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Articles 44 (4) and 52.</b>	<b>Title : PERIODIC HOME LEAVE TO THE PLACE OF ORIGIN</b>
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1. **Purpose**

The purpose of this internal rule is to define the principles governing travel expenses on the occasion of periodic home leave to the place of origin, such as provided for under Articles 44 (4) and 52 of the Staff Regulations.

2. **Principles**

- 2.1 At the end of each period of 18 months' continuous service, staff members, their legal spouses and dependent children shall be entitled to a return passage to their place of origin (hereafter referred to as "periodic home leave").

A staff member shall take his periodic home leave within twelve months after the date on which the entitlement actually falls due. However, there must always be a minimum of twelve months between the date of departure on one home leave and the next.

- 2.2 The place of origin shall be determined and stipulated in the staff member's contract as stated in Annex IV of these rules.

Apart from the cases defined in point 3 below and in exceptional and duly substantiated cases – particularly for family reasons – the Director may agree to the destination of this periodic home leave being different from the place of origin. Under no circumstances, however, shall the amount defrayed by the CDE exceed the amount that it would have had to pay for periodic home leave to the place of origin.

- 2.3 To calculate the period of employment giving entitlement to home leave, the residual periods of the preceding Conventions shall be taken into account.

Staff members, who have residual entitlements to periodic home leave from past Conventions, and from 1<sup>st</sup> protocol of the Cotonou Agreement shall have a maximum period of five years in which to use them, after which they shall be forfeited. However, there must be a minimum of twelve months between the date of departure on one home leave and the next.

- 2.4 The legal spouse of the staff member or the person with whom he lives in a marital status and his dependent children, recognised as such by the Centre, shall be entitled to periodic home leave.

- 2.5 Where two staff members, referred to in point 2.1, are spouses or living in a marital status within the meaning of the definition of "marital status" given in Annex IV of these internal rules each staff member shall be entitled to a return journey to his place of origin for himself. Entitlement for each dependent child shall be determined in accordance with the request of the parents and

based on the place of origin of one of the two spouses or one of the two persons living in a marital status. There shall be only one payment per dependent child.

- 2.6 A staff member, his spouse and dependent children shall cease to benefit from a paid periodic home leave four months prior to the end of the contract of the staff member or prior to resignation or termination of the contract.

### 3. **Rules of application for dependent children**

- 3.1 For a dependent child attending a school establishment in Belgium, a staff member shall be entitled to periodic home leave for that child and may choose one of the following itineraries:

- a) from Belgium to the staff member's place of origin and return, or
- b) from Belgium to the staff member's duty station and return, in the case of a staff member's assignment to a regional field office.

- 3.2 For a dependent child attending a school establishment in his country of origin or a third country, a staff member shall be entitled to periodic home leave for that child and may choose one of the following itineraries:

- a) from Belgium to the staff member's place of origin and return, or
- b) from the place of schooling to the staff member's duty station (Brussels or regional field office) and return, or
- c) from the place of schooling to the staff member's place of origin and return.

Expenses for travel shall be covered by the Centre up to the amount it would have had to pay for periodic home leave from the staff member's duty station to his place of origin and return.

- 3.3 Staff members referred to in point 2.1 above shall be bound to submit their request for periodic home leave to CDE as soon as possible and at least six weeks prior to the date of departure. The request shall specify the number and details of passengers (spouse and dependent children), the dates of the journey and other itinerary details.

- 3.4 The CDE shall supply the staff member with a transportation ticket and if necessary will bear other costs under the following conditions:

- (a) If the choice is to travel by train, the CDE shall supply a first class ticket for the most direct and economical itinerary provided that the cost of such ticket is not exceeding the cost of the air plane journey for the given destination as defined under point 3.4. (b);

- (b) If the choice is to travel by air, the CDE shall supply with the following tickets:

- (i) The Director and the Deputy Director, as well as their spouses or persons with whom they are living in a marital status and their dependent children shall be entitled to business or similar class plane tickets for the most direct and economical itinerary.

- (ii) Staff members as well as their spouses and their dependent children shall be entitled to a plane ticket for the most direct and in that case, the most economical itinerary based on the most economical fare existing at the moment and having a validity from seven days to three months and a possibility of changes of dates at no cost during that validity period or if any during the validity period, to be born by the CDE.

- (c) The Centre shall reimburse, on the basis of supporting documents as per point 3.6. below, the cost of excess luggage for air plane journeys up to a maximum of:
- 20 kg of personal luggage on the outward and the return journey;
  - 20 kg of personal luggage on the outward and the return journey for the spouse or person with whom they are living in a marital status;
  - 10 kg of personal luggage on the outward and the return journey for each dependent child.
- (d) When the periodic home leave requires travel by plane preceded or followed by travel by rail, sea or inland waterway, the CDE shall provide a first class ticket for the rail, sea or inland waterway transportation.
- (e) When the staff member travels on periodic home leave in his personal car, the cost shall be reimbursed on the basis of the flat-rate allowance of Euro 0.3343 per kilometre. The flat-rate allowance shall be accorded irrespective of the number of car occupants. Expenses shall be covered up to the maximum of the cost of the ticket as per defined under point 3.4 (a) or 3.4 (b), the cheapest. If the journey requires transshipment of the car, costs shall be reimbursed on the basis of supporting documents. No other charge will be reimbursed. Without prejudice to the medical and life insurance coverage provided by the Centre, the Centre declines responsibility for any costs incurred in the event of a road accident during the periodic home leave travel.

- 3.5. All the used ticket counterfoils clearly showing the full cost of the ticket together with the related boarding passes must be submitted to the CDE, as proof of effective travel and cost of the ticket, within 90 days of receiving the travel ticket or within 30 days of return from periodic home leave. The Director may grant derogation to the time limit for the dependent family members. When travelling by car as per item 3.4 e) above, the staff member shall provide with a declaration specifying the total distance rode, together with the gas station receipts or if not possible, all other supporting documents evidencing the outward-and-return journey (motorway toll receipts, road restaurants or hotels receipts, etc...).

If applicable under the provisions of point 3.4 c) above, receipts of excess luggage clearly marked "Excess Luggage Ticket" evidencing the actual use of the excess luggage, the actual transported weight, the name of the passenger, the dates and destination of the journey, must be submitted to CDE within the same time limit as defined in point 3.5. for used ticket counterfoils. Documents marked "Miscellaneous Charge Order" are not reimbursable and are not valid excess luggage evidences.

- 3.6. Where the staff member, the spouse or any other dependent fails to take his periodic home leave, he shall repay the expenses borne by the Centre in respect of the costs involved.

Additional cost resulting from any change to the ticket due to the initiative of the staff member shall be borne by the staff member. Any reduction of the cost due to the initiative of the staff member shall be reimbursed to CDE.

In case the Centre does not provide the travelling document in due time and provided that the periodic home leave request was introduced in due time as per point 3.3 above, or for reason of service the staff member has his periodic home leave cancelled or delayed or for any other reason due to CDE's decision and there is additional travelling cost not foreseen as a result, the duly substantiated amount of the costs actually incurred shall be paid by the Centre and if necessary, a new travelling document shall be purchased by the Centre.



- 3.7. No further periodic home leave shall be granted to a staff member until the previous one has been fully cleared.

4. **Travelling time**

Travelling time shall be granted as follows:

- one working day for the outward-and-return journeys when the return passage is beyond 6 hours and up to 12 hours;
- two working days for the outward-and-return journeys when the return passage is beyond 12 hours and up to 24 hours;
- three working days for the outward-and-return journeys when the return passage is beyond 24 hours;

Where travel is by air, the stopovers shall be included in the travelling time specified as above.

**INTERNAL RULE N° R 23/CA/05**

<p><b>Date of issue:</b></p> <p><b>III. Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Articles 55, 56 &amp; 58 paragraphs 1 and 2.</b></p>	<p><b>X.</b></p> <p><b>XI.</b></p> <p><b>XII. TITLE : AD HOC COMMITTEE OF</b></p> <p><b>XIII. ENQUIRY</b></p>
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**1. Purpose**

The purpose of this internal rule is:

- a) to establish the composition of the ad hoc committee of enquiry into disciplinary matters, in accordance with Article 58, paragraphs 1 and 2 of the Staff Regulations;
- b) to specify the rules governing the disciplinary proceedings for which the ad hoc committee of enquiry intervenes 56 (2) & 58.

**2. The ad-hoc committee of enquiry**

- a) An ad-hoc committee of enquiry into disciplinary matters, hereafter referred to as “ad-hoc committee” shall be created as per and for the purposes as defined in Article 58 of the Staff Regulations.
- b) The ad-hoc committee shall comprise three staff members designated by the Director, one of them proposed by the Staff Committee. If possible, at least one of the members must be of the same grade as or higher than the staff member concerned.
- c) The Chairman shall be appointed by the persons designated under (b) above, not later than five working days after the creation of the ad-hoc committee or by the Director if there is no agreement between the members after that time limit.
- d) The Chairman and members of the ad-hoc enquiry committee shall be completely independent in the performance
- e) The Chairman will organise the proceedings of the ad-hoc committee.
- f) The deliberations and proceedings of the ad-hoc committee shall remain confidential.

### 3. **The procedure**

#### a) Initiation of disciplinary proceedings.

The Director or the Executive Board may initiate a disciplinary procedure against a staff member by informing the staff member in writing of such procedure and after hearing him and by setting the ad-hoc committee as defined above. The Director shall provide the ad hoc committee with all document or evidence providing factual elements in order to open an investigation and an assessment of the case. The ad-hoc committee may also use any other means to procure evidence or information on the case.

#### b) Hearing, investigation and information collection

The staff member concerned shall be heard by the ad-hoc enquiry committee at any time the ad-hoc committee considers necessary and at least once during the process. The staff member may also submit observations in writing.

The Centre shall be also heard by the ad-hoc committee at least once during the process and shall be represented by a person mandated by the Director.

For the purposes of the investigation, the ad-hoc committee may call for any document relating to the matter. The Centre shall comply with any such request within the time limit, if any, set by the ad-hoc committee. Where such a request is addressed to the staff member, any refusal to comply shall be duly noted.

The ad-hoc committee may also call any other staff member or person related to the case who may bring pertinent information or elements to the case.

#### c) Report

Within one month of the beginning of the work by the ad-hoc committee, a fully detailed written report shall be submitted to the Director

If need be, the period for submitting the report can be extended by the Director upon request from the Committee.

The Director shall immediately communicate the report to the Chairman of the Executive Board, who shall notify the staff member concerned no later than two months after receipt of the report.

The staff member concerned shall have not less than one calendar month from the date of receipt of the Board's notification, to submit a written statement of defence to the Chairman of the Board with a copy to the Director.

**INTERNAL RULE N° R 24/CA/05**

<b>Date of issue:</b>  <b>Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as Staff Regulations</b>	<b>Title : SOCIAL SECURITY AND PROVIDENT FUND</b>
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**1. Purpose**

1.1 The purpose of this internal rule is to define the principles governing:

- The social security scheme and cover against illness, the risk of occupational hazards and of accident of the Director, Deputy Director and staff members, as provided for under Articles 60 and 61 of the Staff Regulations;
- The principles governing the constitution of a Provident Fund by the Centre and methods of compulsory and voluntary contribution to the fund, in accordance with Article 63 of the Staff Regulations.

**2. Social security and cover against the risk of occupational hazards/accident**

Deduction to cover social security payments shall be established in accordance with:

- the provisions of Decision 9/2005, Staff Regulations articles 60, 61 and 63.
- The Headquarters' Agreement between the Kingdom of Belgium and the Centre signed on 29/11/1978 (Moniteur Belge of 31 March 1981); The Headquarters' Agreement amended for explicitly reflecting the change of name of CDI to CDE published in the "Moniteur Belge" of 8 January, 2004.
- The entitlements acquired under the Staff Regulations of previous Conventions and during the 1st Protocol of the Cotonou Agreement (Decision 9/2005, Staff Regulation Article 1, paragraph 5).

To take account of these different provisions, the Director, Deputy Director and the Staff member may opt for one of the three following social systems developed by the Centre.

- a) A system based on the Belgian social security scheme (O.N.S.S), with AN additional cover taken with private insurers. Staff members of Belgian nationality, however, must be covered by the Belgian social security system, in accordance with the above-mentioned Headquarters' agreement;
- b) A system based on that in which the state where the staff member last resided or the state of which he is a national;
- c) if neither of these first two systems is or can be adopted, and in accordance with Article 20, paragraph 4 of the Headquarters' Agreement, the staff member may opt for a system as regards cover for health care, occupational diseases, accident, death, pension and loss of employment.

- d) Whichever option is taken by the staff member, the guarantees offered by each of the three systems must be equivalent and must comprise the guarantees offered by the Belgian system as regards cover for health care, occupational diseases, accident, death, pension and loss of employment for the staff member, legal spouse and dependent children.
- e) In theory, the compulsory contribution for cover of these risks shall be calculated with reference to the Belgian system (ONSS).

**This is without prejudice to the acquired rights within the meaning of Article 1(5) of the Staff Rules, where applicable.**

For staff members who have opted for one of the systems as defined under b) and c) above, the amount to be paid for dependent children shall be calculated by analogy with provisions laid down in this matter for staff members covered by the Belgian Social Security (ONSS).

The Director, the Deputy Director, the staff member and dependent are insured from the date of appointment.

### 3. **PROVIDENT FUND**

- a) The Centre shall set up an individual provident fund for staff members, local staff members, the Deputy Director and the Director (hereinafter referred to as the "Centre staff members" with a private organization in accordance with the provision of Article 63 of the Staff regulations, Decision 9/2005.
- b) The methods of compulsory and voluntary contributions to the provident fund by the Centre and the affiliated members together with the payment by the fund to the Director, Deputy Director and the staff members shall apply by reference to the methods of contributions fixed and in force since Lomé II.

**This is without prejudice to the acquired rights within the meaning of Article 1(5) of the Staff Rules, where applicable.**

The Centre, the Director, the Deputy Director and the staff member shall contribute to the provident fund as referred in point 2.b above from the date of appointment.

**INTERNAL RULE N° R 25/CA/05**

<p><b>Date of issue:</b></p> <p><b>IV. Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Article 64</b></p>	<p><b>XIV.</b>  <b>XV.</b>  <b>XVI. Title : FINAL AND VOLUNTARY</b>  <b>XVII. SEVERANCE BONUS</b></p>
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1. **Purpose**

The purpose of this internal rule is to define the principles governing the final and voluntary severance bonus that staff members may receive in accordance with Article 64 of the Staff Regulations.

2. **Conditions of eligibility**

With the exception of the Director and Deputy Director, a staff member aged less than 65 years and at least 55 years whose contract terminates by reason other than the provisions laid down in Articles 36 and 37, may receive a final and voluntary severance bonus on leaving the service.

The staff member referred to above must be a holder of an indefinite contract and must have completed at least five years of continuous service and must have shown a performance certified as being satisfactory.

The staff member and the Centre should reach an agreement in order to terminate the indefinite contract of the staff member before the end of the month in which the staff member reaches the age of 65 years.

The severance bonus is not automatic and it is subject to a decision by the Executive Board based on the report and request from the Director.

3. **Procedure and amount**

The final and voluntary severance bonus shall be in the form of one-time-lump-sum payment for which the maximum is decreasing and calculated as follows:

- For Staff members aged 55 years : 18 months of the last gross basic monthly salary and up to a maximum of € 150,000;
- For Staff members aged 56 years and more: for every additional year of age above 55 years, the period of 18 months defined above shall be reduced by 1.5 month of the last gross basic monthly salary and the ceiling of € 150,000 shall be reduced by € 10.000.

The final and voluntary severance bonus shall be exempted from national tax in accordance with the Headquarters' agreement between Belgium and the Centre and in the framework of the Cotonou Agreement. The Centre shall provide an attestation which certifies the conditions and modalities of this lump-sum severance bonus.

4. **Termination allowances**

All other entitlements and benefits due at the end of the contract under the conditions set out in the Staff Regulations and internal rules shall apply and be payable or reimbursable to the staff member who receives a final and voluntary severance bonus.

No severance bonus shall be paid where the contract is terminated, as laid down in Article 36 and 37 of Staff Regulations.

The severance bonus shall be incompatible with the compensation referred to in Article 34 paragraphs (5) and (6) of the Staff Regulations.

**INTERNAL RULE N° R 26/CA/05**

<b>Date of issue:</b>  <b>V. Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Article 2 paragraph 3, Article 3 paragraph, 1 and Articles 68 to 72</b>	<b>Title :</b> - <b>LOCAL STAFF</b> - <b>INTERIM</b> - <b>CASUAL CONTRACTOR</b>
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**1. Purpose**

The purpose of this internal rule is to specify:

- 1.1. The principles governing the rules applicable to local staff members at CDE's Headquarters as provided for under Article 2 indent 3 and Articles 68 to 72 of the Staff Regulations.
- 1.2 The principle governing the rule applicable to temporary interim staff recruited from a recruitment agency:
- 1.3 Casual staff for a specified short period

**I. LOCAL STAFF**

- 1 This internal rule shall apply to local staff members referred to under Article 2, paragraph 3 of the Staff Regulations, that is to say, any person employed under a contract for a specified period by the Centre to perform manual or service duties in a post not specified in Article 7 of the Staff Regulations, and in accordance with the local employment legislation.
- 2 Without prejudice to specific provisions in this internal rule, and in accordance with Article 68, paragraph 2 of the Staff Regulations, Title II of the Staff Regulations and all internal and implementing rules relating thereto shall apply mutatis mutandis to local staff members with the exception of:
  - Articles 6 to 10 of the Staff Regulations;
  - Article 29 of the Staff Regulations;
  - Articles 31 to 37 of the Staff Regulations;
  - Articles 40 to 43 of the Staff Regulations;
  - Articles 46 to 50 of the Staff Regulations;
  - And Chapter VI, Title II of the Staff Regulations.

**3. Recruitment**

- 3.1 No person may be recruited as a local staff member within the Centre unless he fulfils the conditions laid down in Article 27 of the Staff Regulations.
- 3.2 The recruitment of local staff members shall be made via external publication of a vacancy notice. The vacancy notice shall indicate, as far as possible:
  - a) the nature of the post to be filled and a description of the typical tasks;
  - b) the qualifications/professional experience and language knowledge required and/or preferred;



- c) if the selection of candidates is solely on the basis of their file and whether oral interviews or, where applicable, selection tests take place;
- d) the requirements for the post and application procedures together with all relevant documents to be submitted;
- e) the deadline for the receipt of applications by the Centre.

3.3. Recruitment of local staff members by the Centre shall be subject to a decision by the Director of the CDE following an examination of the various applications received and, where applicable, the results of interviews or selection tests according to the principles set out under Article 26, paragraphs 1 to 3.

#### 4. **Contract of local staff members**

Local staff members shall only be employed by the Centre under fixed duration term contracts, in conformity with the employment legislation applicable in the country of appointment.

The contract of each local staff member shall include:

- The names and address of the local staff member and of the Centre;
- The category, step and gross remuneration;
- The duration for which the contract is signed (contract start / end dates);
- The nature of the post filled and a description of the tasks to be performed;
- The terms, conditions and duration of any trial period;
- An explicit reference to the articles of the Staff Regulations which apply mutatis mutandis;
- Any derogations from the provisions of the Staff Regulations or internal rules relating to local staff members as laid out in point 2.2 above;
- The classification of the local staff member under the conditions set out in point 7.3. below.

##### 4.1 **End of contract**

- Apart from death of a local staff member and cases of legal termination applicable to the contract by virtue of point 4 above, the contract of local staff members shall end:
  - a) on completion of the period for which the contract was signed;
  - b) by mutual agreement between the Centre and the local staff member;
  - c) on the last day of the month during which the local staff member may claim a seniority or an invalidity pension;
  - d) during the trial period, if applicable, upon resignation of the staff member or on the initiative of the Centre, without giving notice nor receiving compensation, by registered letter;
  - e) Subsequent to the trial period, on the initiative of the Centre or the local staff member in accordance with the time limits for giving notice and legal conditions applicable to the contract within the meaning of point 4.1 above.

#### 5. **Classification of the local staff member**

- 5.1 Upon recruitment, each local staff member shall be classified according to the nature and level of tasks for which he is recruited, in one of the categories and at a step provided for in the classification table for local staff members as stated under point 10. below.

The classification of a local staff member shall be indicated in his contract.

- 5.2 Local staff members shall be recruited in principle at the lowest step of their category.

- 5.3 A local staff, after a good performance and continuous service of not less than two years at the same category and step, who has not yet reached the highest step within his category and whose contract will continue for at least one month after that period, may advance to the next step of his category.

However, in order to take into account the specific training and professional experience acquired by the staff member prior to signing the contract, the Director may grant one additional step in the same category.

#### 6. **Social security**

Local staff members shall be affiliated to the social security system in conformity with the national legislation applicable to the Centre's head office.

#### 7. **Duration of work**

Save for a provision to the contrary expressly provided for in their contract, local staff members shall exercise their activity on a full-time basis and comply with the normal working hours in force at the Centre.

When local staff members are obliged to work overtime in cases of emergency or exceptional pressure of work, the Centre shall provide a compensatory period of rest or compensatory remuneration in conformity with the national legislation applicable at the Centre's head office.

#### 8. **Leave**

Local staff members shall be entitled to paid annual leave and sickness/accident leave under the conditions in accordance with current rules and practices applicable at the Centre's head office.

#### 9. **Remuneration and tax system**

- 9.1 The Centre shall pay to each local staff member a gross monthly salary corresponding to his category and step in accordance with point 10 below.

- 9.2 Every local staff member shall receive his net remuneration paid in euros by monthly transfer to a bank or postal account in his name.

Remuneration shall be paid in arrears at the end of each month.

- 9.3 When monthly remuneration is due in part, it shall be divided into thirtieths as follows:

- a) if the real number of days payable is fifteen or fewer, the number of thirtieths due shall be equivalent to the real number of days payable;
- b) if the real number of days payable is over fifteen, the number of thirtieths due shall be equivalent to the difference between thirty and the real number of days non-payable.

10. **Salary scale applied to Local staff contracts (in Euros)**

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Category I</b> Messenger /Usher/ Guard /Driver	1843,98	1882,25	1921,31	1961,19	2001,89	2043,44
<b>Category II</b> Admin. Agent Storekeeper/ Operator, Receptionist/telephonist Typist	2085,85	2129,14	2173,33	2218,43	2264,47	2311,47

**II. INTERIM**

1. Similarly, in cases justified by the insufficiency or temporary absence of staff and the urgency or specific nature of certain tasks, the Director shall call upon the services of temporary interim staff. This recruitment shall be effected via specialized recruiting agencies responsible for the selection and preparation of the staff temporarily made available to the Centre.
2. All obligations regarding compliance with labour law, social security, taxation and the relevant legislation, as the case may be, shall be fulfilled by the recruiting agencies supplying this interim personnel, who remain the principal employer of the interim personnel.

**III. CASUAL CONTRACTOR**

1. The Director may require the services of a casual contractor. Such service contracts shall remain exceptional and limited to the following cases: to supplement the capacity of staff on the spot in a specific sector or activity or in a specialized field; as back-up when recurrent activities are being launched or completed; replacement of staff absent from the Centre for exceptional reasons; on the occasion of additional help, for the post of replacement of receptionist/switchboard, driver, cleaning staff, guards or transport and handling staff.
2. The duration of a casual contract shall be up to 4 months renewable twice for a maximum of 12 months. All obligations as regards social security or taxation shall be fulfilled by those casual staff.
3. A casual contractor shall be paid by the day or by the month. Only days actually worked shall be paid for. Fees shall be paid at the end of the month or in case the contractor is paid by day no later than the end of the working week.

**IV. ADDITIONAL SPECIFIC RULES**

1. Local staff or casual contractors recruited as drivers (hereafter: drivers) may use cars registered under the name of the Centre (hereafter: CDE cars) only in the context of official duties. Any use for private purposes or by third parties is prohibited.
2. Drivers of CDE cars have to comply, at all times, with the relevant traffic rules, whether in Belgium or abroad.
3. Drivers are bound to immediately report to the CDE any case of infringement of traffic rules and resulting penalties. The Centre will then assess all the circumstances of the infringement.

**INTERNAL RULE N° R 27/CA/05**

<b>Date of issue:</b>  <b>VI. Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Article 2 paragraph 3, Article 6 paragraph 2 (c).</b>	<b>Title : SHORT TERM CONTRACTS</b>
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1. **Purpose**

The purpose of this internal rule is to specify the principles governing the rule applicable to short term contracts as provided for under Article 6, paragraph 2(c) 1<sup>st</sup> paragraph.

2 **Short term contracts**

2.1 In accordance with article 6, paragraph 2 (c), the Director of the Centre engages staff on the basis of short-term contracts for the performance of full-time or part-time duties not assigned to a post included in the list of posts appended to the section of the Centre's budget. Article 10 of Decision 9/2005 of the Staff Regulations is not applicable to such contracts.

2.2 The duration of short-term contracts shall be up to one year renewable twice only, up to a maximum overall period of two years.

The short-term contract shall state:

- the date on which the contract takes effect;
- the category, level and step and
- the obligation of the staff to comply with the staff regulations.

2.3 Both the Centre and the staff members recruited in this way acknowledge that they are bound by the provisions of the CDE statute, financial regulations, staff regulations, Headquarters' Agreement signed between the Centre and the Kingdom of Belgium; the different internal rules and implementations rules in accordance with the staff regulations applicable to the CDE staff members.

Given the temporary nature of the short-term contract, the following rights and benefits shall not apply:

- installation and reinstallation allowances (internal rule N°R18/CA/05);
- voluntary final severance grant (internal rule N°R25/CA/5);
- periodic home leave (internal rule N°R22/CA/05);
- reimbursement of removal expenses (internal rule N°R17/CA/05);
- daily allowances for newly recruited staff (internal rule N°16/CA/05);
- travel expenses for staff members taking up or leaving their duties (internal rule N°R15/CA/05);
- flat-rate educational allowances (internal rule N°R13/CA/05);
- Reimbursement of education expenses (internal rule N°R.14/CA/05).

Staff members recruited for a short-term appointment shall enjoy the same rights as regards annual leave entitlement; social security coverage and provident fund on the conditions laid down in Articles 60, 61, and 63 of the Staff Regulations.

### 3. **Termination of short term-contract**

Apart from cessation on death, the employment of a short-term contract shall cease:

- (a) on the date stated in the contract;
- (b) at the end of the month in which the short-term staff reaches the age of 65 years;
- (c) at the end of the period of notice specified in the contract giving the Director the option to terminate earlier. The period of notice shall not be less than two months per year of service, subject to a minimum of two months and maximum of three months. However, the period of notice shall not commence to run during maternity leave or sick leave, provided such sick leave does not exceed three months. Moreover, it shall be suspended during maternity or sick leave subject to the limits aforesaid. If the Centre terminates the contract, the contractor 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.
- (d) When all other obligations stated in the Decision 9/2005 of the Staff Regulations are not met.

### 4. **Trainees (stagiaires)**

- 4.1 The Centre may offer trainees contracts for a six month duration renewable up to a maximum of one year.
- 4.2 The trainee shall assist CDE experts in day to day work, compiling information and documentation, organizing working groups and meetings, preparing reports and replying to queries, participation in team meetings, filing, translations, etc.
- 4.3 Due to budget constraints and personnel management, the number of trainees shall not exceed five at any time.
- 4.4 The trainee shall be a young university graduate from an ACP or EU member state University or assimilated high school. The trainee can be a candidate who carries out a professional activity in a short-term contract, since the end of his graduation (no more that 3 years). Other training periods are not considered as employment.
- 4.5. The candidate must have a very good knowledge of one of the two languages of the Centre and a working knowledge of the other language.
- 4.6. The allowance paid to the trainee shall be € 750 flat per month. This amount shall be adjusted annually under the conditions as per article 48 of the Staff Regulations. No other payments or allowances are foreseen for such contracts.
- 4.7. CDE and the Trainee may terminate the training contract at any time by giving one week prior notice.

#### 4.8. **Medical coverage**

The Centre shall be responsible for the medical coverage (health, accident) during the period of the trainee's contract.

All other obligations regarding social security or taxation shall remain the obligation of the trainee.

**INTERNAL RULE N° R 28/CA/05**

<p><b>Date of issue:</b></p> <p><b>Decision No 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations, Article 73.</b></p>	<p><b>Title : STAFF SERVING ABROAD</b></p>
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**1. Purpose**

The purpose of this internal rule is to define:

- 1.1 The principle governing the rule applicable to staff serving abroad as provided for under Article 73.
- 1.2 To lay down the provisions governing the conditions of assignment of statutory staff assigned to these regional offices.
- 1.3 To lay down the provisions applicable to local staff engaged at CDE regional offices in ACP countries.

**2 General provisions**

**I ASSIGNMENT TO REGIONAL OFFICES**

- 1. Staff members in the professional category are subject to assignment, by the Director, to any Regional Office of the Centre taking due account of the interest of service.

A staff member may only be assigned as regional field officer on the condition that he is physically fit to perform his duties, as determined by a medical examination done by a medical practitioner appointed by the Centre.

- 2. The conditions of the staff member's contract of employment are not affected by the assignment as regional field officer.

The terms of the assignment shall be laid down in the decision adopted by the Director of the CDE, which will be communicated in writing to the staff member latest, three months prior to the date on which the assignment shall begin.

- 3. Any assignment as regional field officer shall normally be for three years renewable.

The Director may, at any time, in the interest of service, recall a staff member to the CDE Head Office or assign him to another regional field office. The staff member shall be informed of such reassignment by way of a written decision three months before the date on which the assignment ends.

## II. SPECIAL WORKING CONDITIONS

4. The hours of the working week as well as bank holidays shall be adapted to those that are customary at the place of the assignment.
5. Privileges and immunities shall be governed by the Headquarters' Agreement signed between the CDE and the governments of the countries of location of the CDE regional field offices.
6. In the event of political or social unrest in the country of location of the CDE regional field offices and at the request of the staff member concerned, the Director shall authorise any appropriate action including the immediate repatriation of the staff member and dependents living with him at the place of the assignment.

## III. FINANCIAL AND SOCIAL PROVISIONS

7. On the day he takes up his duties in the context of his assignment as regional field officer, the staff member may request an advance equal to a maximum of two months' gross salary. The staff member shall be required to reimburse this advance to the Centre within twelve months.
8. A staff member who is assigned to a post of regional field officer shall be entitled to a housing allowance. This allowance will be equal to 75 % of the cost paid for the rent allocation on presentation of supporting documents and up to a maximum refund of € 1 500 per month.
9. A staff member shall also be entitled to an allowance for living conditions in the form of a percentage of his gross salary comprising the sum of the following coefficients; the coefficient for living conditions applied by the European Commission for the given place of assignment (attached in Annex 1 is the Commission's current list of coefficients), 0.5% for the Staff Member, 0.5% for the legal spouse, 0.5% for each dependent child.
10. Staff members assigned to the Regional field Office shall also be entitled to a responsibility allowance related to their level and step in the form of a percentage of their gross salary of:

Levels and steps	Staff members assigned as Head of the Regional Field Office	Other Staff members assigned at the Regional Field Office
2.D.1 et 2.D.2 (*)	Not Applicable	6%
2.D.3, 2.D.4 et 2.D.5 (*)	Not Applicable	3%
2.D.6 (*)	Not Applicable	1.5%
2.C.1 et 2.C.2	12%	6%
2.C.3, 2.C.4 et 2.C.5	6%	3%
2.C.6	3%	1.5%
2.B.1 et 2.B.2	12%	6%
2.B.3	6%	3%
2.B.4 et 2.B.5	3%	1.5%
2.B.6	0%	0%
2.A.1 à 2.A.4	0%	0%

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(\*) Staff members at level 2.D cannot be assigned as Head of the Regional Office.



11. The housing, living condition and, if applicable, the responsibility allowances shall be paid from the day on which the staff member arrives at the regional field office to take up his assignment, until the day on which he leaves the place of assignment at the end of said posting.
12. A staff member assigned as regional field officer shall be entitled to periodic Home leave as per Internal Regulation R22/CA/05.
13. The following entitlements shall apply to a staff member of the Centre:
  - a. shipment of his personal effects on taking up and at the end of his assignment, in accordance with the terms set out in the relevant internal regulation;
  - b. If, at the end of his assignment as regional field officer, the staff member returns to resume duties at the CDE's Head Office or is assigned to another duty station, his personal effects shall be shipped accordingly;
  - c. The Centre shall cover the travel costs of the staff member and recognised dependents, who will be living with him in the place of assignment, on taking up and at the end the assignment.
14. When taking up his assignment as regional field officer, a staff member shall be entitled to a daily allowance until the day on which he moves into permanent housing, in accordance with the terms of the internal rules R 16/CA/O5, titled - Daily allowance granted to newly recruited staff members).
15. In the event of death of a staff member, or his legal spouse or of his dependent children, the cost incurred in respect of the transportation of the body from the staff member's place of employment to his place of origin or recruitment shall be reimbursed by the Centre. An advance may be granted for that purpose by the Centre.

The Centre shall also reimburse travel expenses and the costs relating to the transportation of the personal effects and luggage of the surviving persons mentioned in the preceding subparagraph returning to the place of origin or recruitment or elsewhere of the deceased staff member, provided that the cost does not exceed that which the CDE would have paid to his place of origin.

16. In the event that the staff member terminates his contract with the CDE after having been assigned and within a period of one year, the Centre may take steps to recover up to half of the sums of expenses incurred for his assignment on a prorata temporis basis.
17. Insurance for medical and other coverage applicable to CDE staff members and their dependents shall continue to apply.

In the event of medical emergency, the Director shall, at the request of the staff member, approve the evacuation of the staff member, his spouse and dependent children.

The annual medical check-up required by the CDE Staff Regulations shall take place either during the regional field officer's presence at the CDE's Head Office or at the place of assignment in which case the cost shall be refunded.

18. The staff member assigned to the Regional field Office is entitled to three days of additional leave, being fully part of the annual leave as defined in point 2 c) of the Internal Rule R 7/CA/05 (Annual-Special-Unpaid leave).

**RE-INSTATED**

19. On expiry of his assignment the staff member assigned to the regional office must be re-instated at the post which he held at the end of his assignment at the regional field office.

**IV Local staff at the Regional Offices:**

20. For the purposes of these conditions of employment, local staff means a person who, by reasons of his place of recruitment is engaged to assist one of the Regional offices of the Centre for a specified period and who is paid from the total appropriations for the purpose under the section of the budget relating to the Regional offices.
21. Local staff shall be engaged in places of the Regional offices according to local practices for manual or services duties and shall be assigned to a post not included in the list of posts appended to the budget in accordance with Article 10 of the Staff Regulations, and shall be paid from the total appropriations of the budget allocated to the Regional Offices functions.
22. Each Regional Office shall adopt general provisions on the procedures for recruitment of local staff with the Head Office support. A local staff at the regional offices may be engaged on condition that:
- (a) he is a national of one of the Member States of the ACP-EU signatories to the Cotonou Agreement;
  - (b) he produces the appropriate character references as to his suitability for the performance of his duties;
  - (c) he is physically fit to perform his duties;
  - (d) he has knowledge of one of the languages of the Centre and meets the linguistic requirements of the post at the place of recruitment.
23. Locally recruited staff shall not be assigned to the Headquarters or to another Regional Office.
24. Local staff shall not be recruited for any purpose other than that of filling vacant posts relating to each Regional Office. The Head of the Regional Office shall determine the profile and qualifications of the posts and the job description relating to such vacant post and conclude the local staff contract in accordance with the local legislation. The grade and step at which local staffs are recruited shall be stated in their contract.
25. The rights and obligations of the local staff shall apply in accordance to the local legislation and the rules which govern the local staff at the Regional office.
26. During the period of their contract, local staff shall be covered by a suitable local medical insurance against illness, accident, the risk of death and of invalidity in accordance with the national legislation.
27. Local staff shall contribute to their social security in accordance with the national legislation. The Head of Regional Office shall ensure that this provision is properly applied.

28. Working conditions such as annual leave, hours of work, overtime shift work, special leave, sick leave, maternity leave shall be governed in accordance with the local legislation.
29. The remuneration of local staff at the Regional Offices shall be governed in accordance with a salary scale applied to a similar organisation or institution in the country where the Regional Offices are located. The remunerations shall be paid in the currency of the country in which the Regional Office is located.
30. Apart from cessation on death, the employment of local staff shall cease in accordance with the terms and conditions of the contract and the local legislation.

**PLACES OF POSTING AND LIVING-CONDITIONS ALLOWANCE RATES**  
 Effective date: 01.01.2004 (except: Côte d'Ivoire: 01.01.2003 and Argentina: 01.07.2003)

35%	25%	20%	15%	10%	0%
Afghanistan Albania Algeria Angola Armenia Bangladesh Burkina Faso Burundi Cambodia Cameroon Congo Côte d'Ivoire Djibouti Georgia Guinea Guinea-Bissau Guyana Haiti Solomon Islands Indonesia Kazakhstan Kyrgyzstan Liberia Mali Mauritania Niger Nigeria Pakistan Papua New Guinea Central African Rep. Dem. Rep. of Congo Rwanda Sierra Leone Sudan Tajikistan Chad Togo Yemen	Benin Cape Verde Chine West Bank-Gaza Strip Colombia Egypt El Salvador Equator Eritrea Ethiopia Gambia Ghana Guatemala Honduras Fiji Islands India Japan (Naka) Kenya Laos Madagascar Malawi Mozambique Nepal Nicaragua Uganda Peru Philippines Russia Sri Lanka Suriname Tanzania Ukraine Venezuela Vietnam Zambia	FYR of Macedonia Saudi Arabia Bolivia Bosnia and Herzegovina Bulgaria South Korea Cuba Gabon Israel Lesotho Mexico Romania Serbia and Montenegro Swaziland Syria Thailand Vanuatu Zimbabwe	South Africa Argentina Botswana Chile Costa Rica Hong Kong Jamaica Japan (Tokyo) Jordan Lebanon Malaysia New Caledonia Paraguay Senegal Singapore Taiwan Turkey	Australia Barbados Brazil Croatia Estonia Hungary Latvia Lithuania Morocco Mauritius Namibia New Zealand Poland Dominican Republic Czech Republic Slovakia Slovenia Trinidad and Tobago Tunisia Uruguay	Canada Cyprus United States (New York) United States (Washington) Malta Norway Switzerland

- (1) The allowances for living conditions fixed for each place of Regional Offices shall be reviewed and, where appropriate, adjusted each year based on  
 (2) the methodology applied for the adjustment of remuneration.

**INTERNAL RULE N° R 29/CA/05**

<b>Date of issue:</b> <b>Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Articles 5 and 74</b>	<b>XVIII.</b> <b>XIX.</b> <b>XX. TITLE : seconded EXPERTS</b> <b>XXI. (national or international)</b>
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**I GENERAL PROVISIONS**

**1. Purpose**

The purpose of this internal rule is to:

- 1.1 define the rules applicable to national or international seconded experts assigned to the CDE as provided for under Article 74 of the Staff Regulations.
- 1.2 define the rules applicable to experts funded by third parties temporarily transferred to CDE as provided for under Article 5

**2. Scope**

A seconded expert within the meaning of Article 74 of the Staff Regulations is any national or international civil servant or private sector executive with qualifications and experience equivalent to those required by a staff member of the Centre, who is temporarily transferred to the CDE or exchanged with a member of the CDE staff.

A seconded expert within the meaning of Article 5 of the Staff Regulations is any national experts transferred to the CDE and whose salaries and social charges are funded by third parties.

**3. Seconded Experts within the meaning of Article 74 of the Staff Regulations**

- 3.1 Seconded experts shall remain in the employment of their national or international administration of origin or private employer of origin (hereinafter referred to as “the employer of the seconded expert”) during the entire period of their secondment to the Centre and shall continue to be remunerated by the said employer.
- 3.2 Any expert seconded to the Centre must be a national of a State signatory to the Cotonou Agreement or State having expressed the wish to become a signatory thereto.
- 3.3 He must have qualifications and experience equivalent to those required by a professional category staff of the Centre, such as laid down in Article 7, paragraph 3 of the Staff Regulations, in accordance with the nature and level of tasks assigned to him. He must also have a proven good knowledge of one of the Centre’s two official languages (French/English) to perform the tasks assigned to him.
- 3.4 Secondment of experts to the Centre must be authorised by the Director and approved by the Chairman of the Executive Board of the Centre. It shall be implemented by an official exchange of letters between the Centre and the employer of the expert, on a case by case basis.

- 3.5 The terms of reference relating to the secondment together with a copy of these internal rules must be attached to the exchange of letters.

4. **Exchange of experts**

Experts on secondment must be nationals of an ACP or EU country and may be sent from the public administration of a State signatory to the Cotonou Agreement or an international organisation or the private sector.

Where possible, the secondment will be established within the framework of a reciprocal and simultaneous exchange with staff members of the Centre. The rules governing the said exchange shall be subject to a specific agreement between the Centre and the institution concerned.

5. **Duration of the secondment**

- 5.1 The initial duration of the secondment may be for a period of up to 12 months. It may be renewed for periods of up to 12 months each and for a total period not exceeding 4 years on the decision of the Director after prior notification to the Executive Board.
- 5.2 The envisaged duration of secondment shall be fixed by an exchange of letters referred to in point 3.4 above. The same procedure shall apply in the case of the renewal of the period of secondment.
- 5.3 A seconded expert who has already been seconded to the Centre may be seconded to it a second time, provided that the initial secondment has lasted for less than four years. The new secondment shall not exceed the residual part of the four-year period.

6. **Place of secondment**

Seconded experts may be assigned to the CDE Head Office or to one of the regional offices of the Centre.

7. **Tasks**

- 7.1 Seconded experts shall assist the staff of the Centre and perform the tasks assigned to them in accordance with a work programme defined by the Centre and contained in the terms of reference attached to the exchange of letters referred to in point 3.4 above.
- 7.2 The Centre shall remain solely liable for the execution of duties assigned to the seconded expert.
- 7.3 The Centre, the seconded expert and his employer shall endeavour to avoid any conflict of interest or emergence of such conflict concerning the tasks of the seconded expert during the period of secondment. For this purpose, the Centre shall detail sufficiently the tasks contained in the work programme referred to in point 7.1 above and shall request that both parties confirm in writing that no risk of conflict of interest arises there from. In particular, the seconded expert must declare any potential conflict between certain aspects of his family situation and the tasks envisaged during the period of secondment. This declaration shall concern notably the professional activities or financial interests that himself or dependent family may have.

The employer and the seconded expert shall be bound to declare to the Centre, without delay, any change during the period of secondment, that may give rise to such conflicts of interest.

- 7.4 In case of failure of the seconded expert to comply with the obligations incumbent on him by virtue of points 7.1, 7.2 and 7.3, the Centre may terminate the period of secondment in accordance with point 11.

## **8. Rights and obligations of the seconded expert**

### **8.1 During the period of secondment**

- a) the seconded expert shall perform his tasks and adjust his conduct only with the interest of the Centre in mind and not those of his employer;
- b) in the execution of his duties, the seconded expert shall abide by the Code of Conduct applicable to the Centre's staff;
- c) All rights relating to work done by seconded experts in the performance of their duties shall remain the property of the Centre.
- d) Seconded experts shall reside either in the place where they are employed or at distance which gives no constraints to the proper performance of their duties;
- e) Seconded experts shall assist and tender advice to the Unit of the Centre to which they are seconded and shall respond to this Unit for the performance of duties assigned to them;
- f) Seconded experts shall accept no instructions from their employer. They shall neither carry out services for their employer nor any other person, private company nor public administration.

- 8.2 During and after the period of secondment, seconded experts shall exercise the greatest discretion with regard to all facts and information coming to their knowledge in the course of or in connection with the performance of their duties; they shall not in any manner whatsoever disclose to any unauthorised natural or legal person any document or information not already made public nor use such documents or information for their personal benefit.

- 8.3 Failure to comply with points 8.1 and 8.2 during the period of secondment may lead to the Centre terminating the secondment of the seconded expert in accordance with point 11 below.

## **9. Interruption in the period of secondment**

- 9.1 The Director may, exceptionally after informing the Executive Board, authorise interruptions of the period of secondment and fix the conditions thereto.

During such interruptions:

- a) the subsistence allowance referred to in point 12 shall not be paid;
- b) Expenses referred to in point 14 shall be reimbursed only when the interruption occurred on the initiative of the Centre.

9.2 The Centre shall inform the employer of the seconded expert of any interruption of the period of secondment.

## 10. **Periodic Assessment**

Seconded experts shall be subject to periodic evaluations under conditions provided for by internal rules R3/CA/05 without prejudice to the following specific provisions:

- Evaluation reports shall be annual or, when the period of secondment is less than 12 months, shall cover the period of secondment. Each extension or renewal of the secondment period shall give rise to a new evaluation report where applicable;
- The Director, who may delegate this task to the Deputy Director and the Head of Unit to which the seconded expert is assigned, shall be the evaluator of the seconded expert competent to draw up the evaluation report within the meaning of point 3 of internal rule R3/CA/05.

During the final month of the period of secondment to the Centre, the expert shall draw up a final and detailed report for the Centre and his employer on the tasks performed during the secondment and results achieved.

## 11. **End of secondment**

11.1 Subject to point 11.2, the secondment may be terminated at the request of the Centre or the employer of the seconded expert and at the request of the seconded expert subject to the agreement of the Centre by:

- Giving one week's notice during the first three months of secondment, equivalent to the length of the trial period;
- Giving one month's notice after the first three months of secondment.

11.2 In exceptional circumstances, the secondment may be terminated without serving notice including in case of the Seconded Expert not complying with his professional obligations.



## 12. Subsistence Allowance

- a. Seconded experts shall be entitled to a monthly subsistence allowance of 3,300 euros for the duration of their secondment.
- b. However, seconded experts who during the three years ending six months before their secondment habitually resided or exercised their main activity at a distance equal to or less than 70 km from their place of secondment to the Centre shall be entitled to only 50% of the subsistence allowance referred to in the paragraph a above.
- c. The allowance referred to in paragraph a above will be increased by another monthly allowance following the table below:

Distance between the place of residence and the place of secondment (in km)	Amount of the allowance (in Euros)
0-150	0
> 150	70
> 300	120
> 500	200
> 800	300
> 1300	500
> 2000	600
> 4000	1000

- d. The amount of the allowances referred to in paragraphs a and c above, shall together form the monthly “subsistence allowance” as referred to below and shall be revised annually in accordance with the condition of adjustment of staff remuneration.  
The subsistence allowance shall be paid in arrears.
- e. When taking up his duties at the Centre and on reasoned request, a seconded expert may receive an advance equivalent to two months’ subsistence allowance and this payment shall lead to the extinguishment of entitlement to any new subsistence allowance associated with the corresponding period.
- f. A Seconded expert shall be bound to inform the Centre without delay of any allowance of the same or a similar nature received from another source; in this case, the amount of the subsistence allowance shall be deducted by the allowance of the same nature concerned.
- g. When the subsistence allowance for the month is not due in whole, it shall be divided into thirtieths as follows:
  - a) if the real number of days payable is fifteen or fewer, the number of thirtieths due shall be equivalent to the real number of days payable;
  - b) if the real number of days payable is over fifteen, the number of thirtieths due shall be equivalent to the difference between thirty and the real number of days non-payable.

### 13. **Social security**

13.1 Prior to the period of secondment, the seconded expert or his employer shall be bound to provide the Centre with:

- A medical certificate attesting that the expert fulfils the conditions of physical fitness and other health conditions necessary to perform his tasks at the Centre;
- A declaration from his employer together with any supporting documents certifying that, during the period of secondment, the expert shall continue to be employed and remunerated by his employer and that he shall continue to be covered by the social security scheme of which he was a member prior to the secondment and that the expenses incurred abroad shall be paid for.

13.2 The CDE will insure the risks of accident; death and health risks at the same level of its own staff; the seconded expert or its employer will contribute to the relevant cost by paying 50% of the premium of this additional insurance and their prior agreement must be formalized before the seconded expert takes up duties. The CDE may take into consideration additional contributions in particular cases.

### 14. **Travel expenses**

14.1 On production of the necessary substantiating documents, a seconded expert whose place of residence of origin is further than 300 km from the place of secondment shall be entitled to reimbursement of travel expenses:

- for himself, his legal spouse or for registered non-marital status and dependent children within the meaning of definition of dependent children as referred in Annex...of this internal rules when such persons effectively live under his roof at the place of secondment.
- from the place of residence of origin to the place of secondment, at the beginning of the secondment;
- from the place of secondment to the place of residence of origin at the end of the secondment;

14.2 Except in the case of air transport, reimbursement shall be limited to the cost of a second class train journey with no additional charges. The same applies for journeys by car.

Air travel expenses shall be reimbursed upto the actual reduced-price ticket (PEX or APEX), on production of tickets and boarding cards. Such reimbursement shall be granted only where the standard rail journey exceeds 500 km or where the standard route involves a sea crossing.

14.3 By way of derogation from point 14.1, seconded experts supplying proof of having had to change the place where they will exercise their main activity after the end of the secondment shall be entitled to reimbursement of travel expenses to this place within the limits set out in the paragraph above. Such reimbursement may not exceed the amount which the expert would be entitled to in the event of his return to his place of residence of origin at the end of the secondment.

- 14.4 Seconded experts shall be bound to inform the Centre without delay of any reimbursement entitlement, total or partial, of the travel expenses referred to in points 14.1 and 14.2 granted to them by their employer; in this case, the Centre shall only reimburse the difference between the amount reimbursed by the employer and the amount of the reimbursement to which the seconded experts would have been entitled to in the absence of any reimbursement from his employer.
- 14.5 Within the meaning of these provisions, the place of residence of origin shall be the place where the seconded expert performed his duties for his employer immediately prior to his secondment. The place of secondment shall be the location of the Head Office or Field Office of the Centre where the seconded expert is appointed. These locations shall be mentioned in the exchange of letters referred to in point 3.4 above.

When, the seconded expert has been placed on secondment by his employer at a location other than the Head Office of the employer, immediately prior to the beginning of the secondment, the place of residence shall be whichever of these two locations is closer to the place of secondment.

15. **Other Working conditions**

A seconded expert is entitled to the same rules as for the CDE's staff members in terms of Travel expenses (Internal Rule R15/05) if the total period of his secondment is not less than two years and mission expenses (Internal Rule R19/05).

Articles 38 and 39 of the Staff Regulations as defined in internal rule R6/05 (Duration of work) on working hours shall apply *mutatis mutandis* to seconded experts.

In the event of absence due to illness or accident, Articles 42 and 44, paragraphs 1 and 2 of the Staff Regulations as well as points 2.1 to 2.5 of internal rule n° R8/05 shall apply *mutatis mutandis* to seconded experts.

In the case of part-time work, the annual leave of the seconded expert shall be reduced accordingly

No reimbursement shall be made for annual leave not taken at the end of the period of secondment.

A seconded expert shall be granted maternity leave of the same duration and under the conditions provided for in Article 41, paragraphs 1 and 2 of the Staff Regulations, during which time she shall receive the allowances provided for under point 12.

16. **Administrative provisions**

- 16.1. The Seconded expert must go in person to the Centre's Administration on the first day of the secondment in order to perform the necessary additional administrative formalities. Duties are normally taken up on the first or the sixteenth day of the month.
- 16.2 The Seconded expert appointed to one of the Centre's Regional Offices shall go in person, under the same conditions as in the paragraph above, to the competent service of the Regional Office where their secondment will take place.

**II. SECONDED EXPERTS FUNDED BY THIRD PARTIES**

The provisions provided for under the Staff Regulations and internal rules and implementation rules will apply by analogy to seconded experts funded by third parties.

The remuneration and social charges of the seconded Expert funded by third parties shall be provided by the funds allocated to the Centre in accordance with the cooperation agreement signed by the two parties, namely the third parties and the Centre.

The duration of secondment shall be governed by an agreement signed between the two parties provided that the duration will not be beyond the contract of the staff member of CDE.

**INTERNAL RULE N° R 30 /CA/05**

<p><b>Date of issue:</b></p> <p><b>VII. Ref. Decision n° 9/2005 of the ACP-EC Committee of Ambassadors concerning the Staff Regulations of the Centre for the Development of Enterprise (CDE) hereinafter referred to as the Staff Regulations – Article 66 (2)</b></p>	<p><b>XXII.</b></p> <p><b>XXIII.</b></p> <p><b>XXIV. TITLE : THE REASONED DECISION IN COMPLAINT PROCEEDINGS</b></p>
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**1. Purpose**

The purpose of this internal rule is to:

- 1.1. lay down general rules governing complaints within the meaning of Article 66 (2), 1<sup>st</sup> sub-paragraph of the staff regulations;
- 1.2 specify the procedure whereby the competent authority shall reach its reasoned decision on a complaint within the meaning of Article 66 (2), 1<sup>st</sup> sub-paragraph of the staff rules.

**2. General rules regarding complaints**

- 2.1 The purpose of a complaint is to achieve an amicable settlement on a decision adversely affecting the claimant.
- 2.2 Any complaint shall be drafted in one of the working languages of the Centre.
- 2.3 It shall contain an explicit reference to Article 66 (2) of the staff rules and the decision at issue a copy of which shall be annexed to the complaint. It shall comprise a detailed description of the facts and indicate the legal grounds. The claimant shall also indicate whether he seeks a withdrawal of or an amendment to the contested decision.
- 2.4 The complaint shall be drafted either by the plaintiff or by a legal counsel of his choice. It shall indicate the date and carry the signature of either the plaintiff or his legal counsel.

- 2.5 A complaint is deemed to have been lodged on the day it is received by the competent authority, i.e. delivered either personally by the claimant, or by post or internal or external courier.
- 2.6 The competent authority shall register the complaint, which shall be given a specific reference number and carry a stamp clearly indicating the date of notification. The claimant is entitled to a receipt.
- 2.7 The claimant may notify to the competent authority, within one month as of the date on which the complaint was lodged, any additional factual element or piece of evidence relating to the complaint, any such elements being added to the file.

### 3. **Procedure**

- 3.1 As a first step, the competent authority shall assess the admissibility of the complaint.
- 3.2 Provided the complaint is admissible the competent authority will investigate the facts and proceed to an assessment of the facts in the light of the legal grounds contained in the complaint.
- 3.3 A claimant may request to be heard.
- 3.4 The purpose of such hearing is to allow the claimant to provide the competent authority with further explanations on the factual and/or legal aspects of his complaint. The claimant may not, however, alter the object of his complaint.
- 3.5 Such hearing must take place at the latest 14 days before the end of the 2 month period. It shall be attended by the competent authority or a designated representative, a member of the department of human resources, and the claimant.
- 3.6 The competent authority will draft a protocol of the hearing, a copy of which is added to the file and notified to the claimant.

4. **The competent authorities' decision**

- 4.1 It remains within the competent authorities' discretionary power to decide whether it responds to an individual complaint by way of a reasoned opinion or an implied decision, taking account both the nature of the complaint and the interest of the service.
- 4.2 The competent authority shall notify the person concerned of its reasoned decision within two months from the date on which the complaint was lodged.
- 4.3 The reasoned opinion shall be drafted in one of the working languages of the Centre.
- 4.4 The reasoned decision shall comprise a chapter of the relevant facts, a legal assessment of the legal grounds put forward in the complaint and the competent authorities' proper decision.
- 4.5 The reasoned decision is notified by registered mail or personally to the plaintiff who signs an acknowledgement receipt and dates it.
- 4.6 The reasoned decision is notified either by registered mail or to the claimant personally, who shall sign a dated receipt.
- 4.7 The competent authority and the claimant shall bear their own costs, if any.

## ANNEX I

### RECRUITMENT PROCEDURE (INTERNAL RULE N° R1/CA/05)

1. Recruitment of staff members of the Centre shall be on a competitive basis, with a view to seeking out and recruiting for its departments, persons with the highest standard ability, qualities as regards skills, efficiency and integrity.
2. The Director shall draw up the notification of the vacancy. If appropriate, the preparation and organization of any tests may be entrusted to an external specialist consultant.
3. Vacant posts shall be advertised internally not less than one month before the closing date for application, and where applicable external vacancies not less than two months before the closing date.
4. Vacancy announcements shall be circulated to the Representations and Missions of ACP-EU States signatories to the Cotonou Agreement, professional vacancies shall also be advertised in the appropriate international press and the Centre's web-site.
5. The notification of vacancy must specify :
  - a) a summary of the principal functions and duties of the job vacancies to be filled;
  - b) the requisite educational qualifications such as degrees/diplomas and other certificates and the level of professional experience for the job concerned;
  - c) the knowledge of languages as stipulated on the job descriptions of the post;
  - d) the nature of competitions (competition internal to the Centre, open competitions) where appropriate the kind of tests;
  - e) the final date for receipt of applications as stated under point 3 above.
6. Applicants must submit applications providing full information on their nationality, qualification, family situation and professional experience. To this effect, they may be requested, to complete a form which shall be defined by the Centre. They may be required to furnish additional documents or information.
7. An acknowledgment of receipt shall be sent out as soon as possible to all applicants having sent their application within the requisite time limit.



8. For each job vacancy, the Director shall appoint a Recruitment/Promotion Committee in accordance with Article 4 and Annex V of the Staff Regulations. The composition and functioning of the Recruitment/Promotion Committee are determined in the Annex II to Int. Rule N°1/CA/05 – Recruitment/Promotion Committee.
9. The staff committee shall be represented therein as an observer.
10. The Director may call upon the services of one or more specialized consultants to assist the Recruitment/Promotion Committee.
11. When the vacant post is subject to external recruitment, a short list of candidates must be drawn comprising a number of applicants which is at least twice higher than the number of job vacancies open to competition.
12. Where applicable, the dates of the interview and the test, shall be fixed by the Director and shall be communicated to the candidates on the short list not less than one month before the date of the interview and if applicable the date of the tests.
13. Interviews and/or tests shall be conducted by a Recruitment/Promotion Committee appointed by the Director. Nevertheless, a specialised external consultant may be entrusted with in such tests.
14. After examination of the proposals made by the Recruitment/Promotion Committee, the Director shall take a decision.
15. The recruitment of the suitable candidate(s) will take place in accordance with Article 3, Article 6 and Article 8 (1) and (2) of the Staff Regulations without prejudice to the provisions laid down in Article 14, paragraph (3) of the Financial Regulation of the Centre concerning the appointment of the financial controller.
16. Travel expenses of the short-listed applicants shall be payable by the Centre. Likewise, a subsistence allowance shall be paid to the applicants, imited to the CDE rates.
17. The successful candidates may be placed on a reserve list for a vacant post which requires the same level of competence.
18. All short-listed candidates who are unsuccessful shall be notified within three months after the recruitment decision has been taken.

## **ANNEX II**

### **RECRUITMENT/PROMOTION COMMITTEE (INTERNAL RULE N° R1/CA/05)**

1. In accordance with Article 4 paragraph 1, of the staff regulations, for each external vacant statutory post or promotion provided for in the budget, a Recruitment/Promotion Committee shall be appointed by the Director.
  
2. **Responsibility of the Recruitment/Promotion Committee**
  - a) The Recruitment/Promotion Committee shall be responsible for collecting the applications sent to it by the Center's administration and determining which applications are eligible.
  - b) Within the meaning of this provision, shall be considered as admissible applications, are those submitted within the time limit according to the procedures stipulated in the vacancy notice.
  - c) From amongst the admissible applications, to draw up a list of candidates with the requisite training and experience for the nature and duties of the post;
  - d) To proceed with the selection of candidates in accordance with the conditions laid down in the vacancy notice.
  
- 2.1 The Recruitment/Promotion Committee will, in turn, address proposals to the Director for approval of the list of suitable candidates.
  
- 2.2 The date and the procedures for the interview assessment shall be communicated to candidates having submitted an application fulfilling the conditions set out in the vacancy notice.
  
- 2.3. The proceedings of the Recruitment/Promotion Committee shall be recorded in  
a report sent to the Director.
  
- 2.4. The work of the Recruitment Committee shall be conducted with confidentiality which applies to all members/observers.

### **ANNEX III**

## **RULES OF PROCEDURE OF THE CDE STAFF ASSOCIATION**

### **1. Statement**

The Staff Association of the Centre for the Development of the Enterprise, working within the Centre's statutes, specifically Articles 4 & 23, Decision n° 9/2005 of the ACP-EC Committee of Ambassadors of 27 July 2005 concerning the Staff Regulations of the Centre for the Development of Enterprise operates within the Rules of Procedures which follow.

### **2. Objectives of the Staff Association**

- 2.1 The main objectives of the staff association shall be :
  - 2.1.1 to promote co-operation and understanding between the Centre and the staff as a whole;
  - 2.1.2 to protect the professional interests of the staff;
  - 2.1.3 to improve the practical conditions of life for the staff and to strengthen the links between the staff of different nationality.
- 2.2 Decisions taken by the full staff association are normally by consensus. However, at the demand of one member, it can be by raised hands or secret ballot.
- 2.3 In case of a vote, decisions are taken by a simple majority of members present.
- 2.4 A general ordinary assembly of staff must be called by the Staff Committee at least once each year in order to report on its general activities.
- 2.5 The Staff Committee can call extraordinary general assemblies when opportune, and also in order to hold a referendum.
- 2.6 The General Assembly will be chaired by the Chairman of the Staff Committee, the Secretary or other member of the Staff Committee.

**3. Structure of the staff association**

- 3.1 All full time staff members, who agree with the present text, are entitled to belong to the staff association. The members are represented by a Staff Committee.
- 3.2 The Staff Committee shall pursue its objectives without undertaking any activities of a political or purely national character;

**4. Role of the Staff Committee**

- 4.1 The Staff Committee represents the interests of the staff, and is responsible for :
  - 4.1.1 negotiations and discussions with the Head of Administration or the Directorate;
  - 4.1.2 informing members of the association about these discussions;
  - 4.1.3 organising staff meetings as required.
- 4.2 The Staff Committee shall be deemed by the Directorate to be representative of the staff as a whole.

**5. Constitution of the Staff Committee**

- 5.1 The Staff Committee shall be constituted in accordance with its Rules of Procedure and in such a way as to reflect representation of all staff.
- 5.2 The functions undertaken by members of the Staff Committee and by other staff members nominated by the Staff Committee shall be considered as part of their normal service. Performance of such functions shall in no way be prejudicial to the person concerned and in general coordinators shall facilitate release of staff members for this purpose.

**6. Election and composition of the Staff Committee**

- 6.1 All staff members have the right to vote and are entitled to be considered for election. Persons directly involved in personnel matters are not eligible.
- 6.2 The Staff Committee shall be elected by secret ballot; staff members who wish to be candidates are invited to give their name to the outgoing Staff Committee one week before the general assembly.

- 6.3 Each staff member will be requested to vote for 5 persons, among whom the 4 categories (Professional, Assistants, Secretaries, Local Staff) must be represented. Those persons obtaining the most numerous votes in each category will be elected.
- 6.4 The Staff Committee shall comprise a minimum of 5 persons and a maximum of 7 so as to represent the equilibrium specific to the CDE.
- 6.5 The Staff Committee shall consist of a Chairman and a Secretary who will be elected by the Staff Committee, and 3 to 5 other members.

## **7. Organisation**

- 7.1 The Staff Committee shall be convened on the initiative of the Chairman, or at the request of one of its members, or at the request of a staff member to consider any question falling within its terms of reference as stated under “2”.
- 7.2 Members of the Staff Committee will serve for the duration of a convention.
- 7.3 At the end of the term of office of the Staff Committee, the outgoing committee will arrange for the election of the new committee.
- 7.4 The outstanding committee remains in operation until the election of the new committee.
- 7.5 The Staff Committee shall meet, if necessary, once a month. A draft agenda shall be distributed and the Staff Committee shall adopt the agenda at the beginning of the meeting. The working languages shall be French and English; agendas, summary records and other committee documents shall, as far as possible, be issued in English and French or in one language only, as decided by the Committee.
- 7.6 Decisions shall be taken by a consensus.
- 7.7 No question concerning a given category or a staff member of a given category shall be examined unless a representative of that category is present.
- 7.8 Each member of the Staff Committee must respond with solidarity to the decisions taken by the Committee.
- 7.9 Unless otherwise stated by the Staff Committee, discussions and deliberations are confidential.
- 7.10 A summary record of all Staff Committee meetings shall be kept. The summary records shall be adopted at the following Staff Committee meeting and then distributed to the staff within one month of the meeting.
- 7.11 Members shall take turns at writing the Summary Records. The draft Agenda for a meeting shall be drawn up by the member who prepared the previous Summary Records.

## 8. **Functions of the Staff Committee**

### 8.1 The Staff Committee :

8.1.1 shall co-operate with the Directorate in improving the collective conditions of work and living of the staff and shall submit to him any proposals which it deems appropriate for this purpose;

8.1.2 may seek the opinion of staff on proposed amendments to the Staff Regulations and administrative action proposed by the Directorate in furtherance of the Staff Regulations after which it may bring to the attention of the Directorate any matter affecting the interests of the staff. The Directorate may likewise refer to the Staff Committee any question of a general nature affecting the interests of the staff or arising out of the Staff Regulations and CDE Statutes, including questions arising out of any case under this paragraph, the Staff Committee shall state its opinion on a matter within 30 days of notice thereof, except that by mutual agreement a shorter or longer period may be decided upon in exceptional cases.

8.2 Following failure to agree with the Directorate, the staff association may approach the Board for conciliation as laid down in Article 36 of Decision n° 4/86 of the ACP-EU Council of Ministers.

8.3 Any staff member who wishes to submit a question of general interest to the Staff Committee can do so, preferably in writing.

8.4 Whenever it considers necessary, the Staff Committee may submit a Note to the Directorate. Moreover, the Chairman may request meetings between the Staff Committee and the Directorate or their representative.

8.5 The Staff Committee shall be provided with any documentation necessary for the examination of questions within its competence. Any person in a position to furnish information on questions examined may be invited to attend meetings of the Staff Committee.

8.6 The Staff Committee can set up working groups to carry out defined tasks. They can add to these working groups' people whom they judge useful to assist in carrying out the tasks.

8.7 The Staff Committee may take the initiative of proposing amendments to the Staff Regulations; these shall be examined in meetings between management and members of the Staff Committee.

## 9. **Amendment of Rules of Procedure**

Any proposal to amend the present Rules of Procedure of the staff association shall require the approval of all members of the Staff Committee and the ratification by majority of the general Assembly.

## ANNEX IV

### COMMON DEFINITIONS APPLICABLE TO THESE INTERNAL RULES

The following terms are used in one or more internal rules or internal implementing rules and therefore require common definitions, as indicated hereunder:

#### **I. DEPENDENT CHILD**

##### **1. General rule**

- 1.1 Is regarded as a dependent child shall be any persons designated hereafter, under 18 years of age, subject to the limits described in the paragraphs below for whom the staff member provides main and continuing support:

- (a) A staff member's legitimate or natural child;
- (b) A legally adopted child;

A staff member's legally adopted child as from the date on which the child becomes effectively under the charge of staff member and with a maximum of four adopted children cumulative.

- (c) A staff member's step child;

- 1.2 On request, with supporting evidence from the staff member, children within the meaning of (a), (b) or (c) above, who are between 18 and 26 and attending an educational or vocational establishment, on a full-time or part-time basis are also considered to be dependent. The minimum hours required for the part-time education are defined in the internal rules, entitled "flat rate educational allowance".
- 1.3. The age and school attendance requirements indicated above are waived if the staff member provides adequate evidence as detailed under point 2 below that the child is physically or mentally incapacitated for substantial gainful employment or other professional activity either permanently or for a period expected to be of long duration. What is considered to be a substantial gainful employment is to be defined by the Director in an internal administrative note.
- 1.4. A staff member claiming a child as dependant must certify that he provides main and continuing support to that child. This certification must be supported by satisfactory documentary evidence in particular in the following cases:

- If divorce or legal separation has occurred and the natural or legally adopted child referred to in paragraph 1 (a) and (b) above is not residing with the staff member;
  - In the case of the children referred to in paragraph 1.1 (c) above;
  - If the child is married or has entered another legally recognised relationship, provided that the child resides with the staff member and the spouse of the child is not under any gainful employment or activity and:
    - i) is less than 18 years;
    - ii) or is falling under the conditions of § 1.2 above;
    - iii) or is falling under the conditions of § 1.3 above.
- 1.5. Attendance at a boarding school or a similar educational arrangement, will not by itself be interpreted as meaning that a child is not residing with the staff member.
- 1.6. Every staff member receiving allowances and entitlements for a dependent child shall be obliged to submit to the Administration, Human Resources section, at the beginning of every year and for each dependent child, a statement backed up by any necessary supporting documents proving compliance with the provision applied under the definition of dependent child.
- 1.7. Any sum overpaid shall be recovered on the basis of the conditions laid down in Article 54 of the Staff Rules.
2. Disabled child
- 2.1. When a child of a staff member is recognized as a dependent and provided there is adequate evidence that the child is physically or mentally disabled either permanently or for a period expected to be of long duration, the regular allowance is replaced by the dependency allowance within the meaning of paragraph 2.3 hereafter. In the case of children who have reached the age of 18 years, where the child is physically or mentally incapable for substantial gainful employment the entitlements continue to apply for the waiver of school attendance and age requirements and continued recognition of dependency status.
- 2.2. In case the disability has not yet been established by the Centre's Medical Doctor, the staff should submit the medical report to the Administration, Human Resources. Confirmation by the Centre's Medical Director is required before payment may be authorized.
- 2.3. The dependency allowance payable in respect of a disabled child is double the rate of the regular payable child allowance.



- 2.4. When a child of a staff member is recognized as a dependent and is determined to be physically or mentally disabled either permanently or for a period expected to be of long duration, the material provisions which confers health insurance coverage on the staff member continue to apply.

## II. **PLACE OF ORIGIN**

1. The place of origin shall be either:
  - the place in the country of origin or the residence of the staff member's family, where he was brought up,
  - the place in which he lived before joining the staff of the Centre,
  - any place where he possesses property and where the connection is not broken off by short stays or the possession of real estate property in another country

subject that the place of origin is within a country of one of the ACP-EU States signatories to the Cotonou Agreement.

2. At the time of recruitment, the staff member and the Centre determine the place of origin in accordance with point 1 above. The staff member shall be bound to produce all documents fully substantiating the place of origin.
3. The place of origin shall be indicated on the administrative slip attached to the staff member's contract.
4. Any review of the place of origin may take place only after a decision by a Director upon a reasoned request by the staff member.

## III **DEFINITION OF LEGAL SPOUSE**

The Centre recognizes as a staff member's legal spouse the following two cases:

"spouse": this term refers to a marital relationship only.

"stable non-marital partner" provided that :

- i) the couple produces a legal document recognised by a Member State of the Cotonou Agreement or any competent authority of that Member State acknowledging their status as non-marital partner;

- 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.

A Staff member needs to justify/substantiate his claim for the CDE to recognise his legal spouse for any purpose of the present rules. CDE will recognise only one legal spouse for each staff member.

The terms “legal spouse” or spouse” will have the same meaning for the purposes of the present rules.

When a staff member becomes a legal spouse of another staff member, this shall not affect the contractual status of either spouses, but their family allowances as per Article 50 § 1 of the Staff Regulations and expenses as per Article 52 of the Staff Regulations cannot be cumulated.

The same rule shall apply in the case of a staff member whose spouse is a staff member of another EU Institutions and ACP secretariat having common system except if otherwise stated in the present Rules.

#### **IV. NATURE AND SCOPE OF THE CONTRACTUALLY ACQUIRED RIGHTS OF STAFF OF THE CDE.**

As provided for in Article 1, paragraph 5, of the Staff Regulations, Decision 9/2005 of 27 July 2005.

« Members of staff who were entitled to allowances and tax abatements under the Staff Regulations of previous Conventions shall remain entitled thereto ».

This provision seeks to ensure respect for those financial rights mentioned therein already acquired by staff members under the staff regulations in force under Lomé IV and preceding conventions.

It expresses the principle that the retroactive withdrawal of a legal measure which has conferred individual rights or similar benefits is contrary to the general principles of law. This will not apply when a staff by his own action changes his status and in the process would no longer be entitled to a right or benefit.

Consequently, the rules governing allowances and tax abatements provided for in the staff regulations and relating internal rules previously applicable under Lomé IV and preceding conventions continue to apply to those members of staff, to whom they applied at the time and resulted in allowance being granted and/or tax abatements being effectively applied even if these rules have been amended or removed under the current staff regulations.