

RULES FOR THE SECONDMENT OF ASSOCIATE'S STAFF (Consolidated Version 15.10.07)

Aim

1. These Rules set out the specific procedures and terms under which the Associates will make staff available in furtherance of the implementation of the European Fusion Development Agreement (hereinafter referred to as the EFDA), by seconding properly qualified and experienced scientific, technical and administrative staff to work at other Associate's sites for specified periods of time in specific areas as defined by the EFDA Steering Committee.
2. For the purpose of these Rules, Associates means the Associates and/or the employing organisations which they represent.

Appointment

3. The EFDA Leader or the EFDA Associate Leader(s) as appropriate, with the agreement of the sending Associate, the receiving Associate and the Commission, shall select staff for the Close Support Units and report the status of the staffing to the EFDA Steering Committee.
4. With agreement of the EFDA Leader or the EFDA Associate Leader as appropriate and in consultation with the receiving Associate, the Associate(s) responsible for the execution of tasks under the EFDA, e.g. JET S/T Tasks, shall nominate staff for this work.
5. Associate(s), with the agreement of the UKAEA and in consultation with the EFDA Associate Leader for JET, may nominate staff for the operation of the JET facilities.
6. Agreement to the above appointments shall not be unreasonably withheld.

Duration and Recall

7. Staff shall be seconded for continuous periods of not less than 4 weeks and, normally, not more than 4 years. By way of exception, to be decided on a case by case basis by the EFDA Steering Committee, the secondment period can be extended beyond 4 years.
8. Notwithstanding the preceding Article, staff participating in S/T Work in Campaign or Enhancements oriented activities under EFDA may be seconded for continuous periods shorter than four weeks (i.e. 20 working days) if:
 - i) the EFDA Leader or EFDA Associate Leader responsible for the Campaign /Enhancement as appropriate together with the Task Force Leader/Project Leader decides that there is a sound scientific merit for the short stay;
 - ii) the total (cumulative) period of secondment is at least four weeks in the calendar year;
 - iii) the Sending Associate agrees to take charge of all the extra travel costs (compared with one round trip);
 - iv) no short stay shall be less than 5 working days.

The EFDA Steering Committee may decide in exceptional circumstances, in an individual case for which secondment is sought on proposal of the sending Associate, to allow secondment for a total (cumulative) period of less than four weeks (i.e. 20 working days) in the calendar year.

9. For secondments lasting more than three months and in agreement with the manager of the unit to which they have been made available, secondees may be recalled by the sending Associate pro rata to the duration of the secondment up to a maximum of ten working days per year. Where secondees are recalled by the sending Associate in accordance with this Article, the sending Associate shall meet the cost of the travel and subsistence expenses.
10. By ways of exception, to be decided on a case by case basis by the Chairman of the EFDA Steering Committee, a secondee may be recalled by the sending Associate for an agreed period in excess of that provided for in paragraph 9; normally such a recall should not lessen the total period of secondment as originally agreed between the sending and receiving Associates. Where secondees are recalled by the sending Associate in accordance with this Article, the secondment allowance shall not be paid for the period of recall and the sending Associate shall meet the cost of the travel and subsistence expenses.

Secondment Agreement

- 11.a) Separate Secondment Agreements shall be concluded for:
 - (1) Long term continuous Secondments (e.g. to the EFDA CSU or Operator, as Task Force Leader etc.), which by their nature are not subject to frequent changes.
 - (2) Enhancement related activities under EFDA
 - (3) Secondments which are concluded to cover several different (e.g. Campaigns and Enhancements) activities.

In respect of each person to be seconded, a separate secondment agreement shall be concluded prior to the secondment between the secondee, the Community, the sending and the receiving Associates. The secondment agreement shall state the duration of the secondment, the work which the secondee will perform, and his reporting obligations (see standard form attached).

- 11.b) Without prejudice to Art. 11.a) a Secondment Agreement Plan shall be applicable in case several staff members shall be seconded by an Associate for Campaign related activities for short stays.

Such a Secondment Agreement Plan is concluded between the Community, the sending and the receiving Associates. The Plan shall state the total number of seconded staff and the total number of calendar days they are to be seconded to the JET Facilities as specified in an annexed List of individuals and their competences (see form attached).

On the basis of a Secondment Agreement Plan and its Annex the Individual Secondment Agreement Forms (ISAF) has to be set up prior to the secondment for each person to be seconded and to be signed by the Secondee and the sending Associate. The Individual Secondment Agreement Form shall state the duration of the secondment, the work which the secondee will perform, his competences and his reporting obligations (see standard form attached).

An **Amendment** of the Plan, which needs signature by the signatory parties, **will only be necessary when:**

- the total number of calendar days increases, or
- the number of Secondees increases, or
- there are major changes in the Programme

However, in case an Amendment of the Secondment Agreement Plan is not necessary, changes in the List annexed to the Secondment Agreement Plan are only possible with the prior consent of the EFDA Leader or the EFDA Associate Leader as appropriate.

12. Any party to a secondment agreement may terminate the agreement (Separate Secondment Agreements as well as Secondment Agreement Plans) by giving 4 weeks written notice to the other parties. In the case of early termination of the secondment on request of the secondee, the secondee shall be required to refund that part of any allowances already paid to him that is proportionate to the reduction in the duration of the secondment. The provisions of the paragraph shall also apply for Individual Secondment Agreement Forms.

Employment and Salary

13. Seconded staff shall remain in the employment of the sending Associate who shall continue to pay their salaries and related contributions and benefits.

Secondment Allowances

14. In accordance with the provisions set out in Article 9 of the EFDA, the Community shall pay the secondment allowance throughout the period of secondment. The allowance shall be payable for periods of mission, annual leave, special leave, sick leave and holidays (as specified in paragraphs 31-35).
15. The basic secondment allowance to staff shall be calculated at a rate equal to (30x of) 75% of the daily allowance payable to a Commission official for a mission to the country of the place of secondment, adjusted to take account of the local cost of living. If a secondee is accompanied by his/her dependent spouse/partner and/or the secondees dependent children the basic allowance shall be increased by 5% for each accompanying person.¹
16. If the place where the secondee performed his/her duties prior to the secondment is less than 50 km from the place of secondment, the basic allowance shall be reduced by 75% and no additional allowances will be paid in respect of spouses/partners and dependent children.
17. The EFDA Steering Committee may decide to increase the basic allowance referred to in Article 14 above by up to 30% in the case of the EFDA Leader and Associate Leader(s).
18. When the starting or finishing date of the secondment does not correspond with the beginning or end of a calendar month respectively, one thirtieth of the monthly allowance shall be paid per day of secondment during any such incomplete month.

¹ The treatment of possible education costs of an accompanying dependent child will be dealt with at a further EFDA Steering Committee

19. The EFDA Steering Committee, on proposal by the Commission, shall review the basic secondment allowance once a year and shall revise it when appropriate. The revised allowance shall apply as from the following 1 April.
20. The secondment allowances and other benefits as specified in these Rules shall be paid to each secondee by the Commission, or by the receiving Associate upon request by the sending Associate.
21. If a secondment is intended to be longer than two years and the place where the secondee performed his/her duties prior to the secondment is more than 50 km from the place of secondment, an amount equivalent to three months secondment allowances shall be paid in advance at the start of the secondment. This advance shall be fully recovered by means of a uniform deduction from the monthly secondment allowance. In the event that the secondment period is shorter than intended, the secondee shall be required to refund the remaining part of the advanced amount.

Home Travel

22. Travel expenses at the commencement and termination of a secondment in respect of a secondee, and his accompanying dependent partner/spouse and/or dependent children (who do not necessarily need to travel at the same time as the secondee), between the place where the secondee performed his duties prior to secondment and his place of secondment shall be reimbursable by the Commission. In this respect the rules and conditions relating to the payment of mission expenses in force at the Commission shall apply by analogy. Travel expenses shall only be payable in respect of an accompanying dependent partner/spouse and/or dependent children if they intend to reside at or near the place of secondment for a minimum continuous period of 6 months. In the event that the spouse and family do not so reside for such a period, the secondee may be required to refund their travel expenses.
23. A secondee whose family does not accompany him to the vicinity of the place of secondment, or a single secondee with dependent children over whom he has custody and who do not accompany him, shall upon authorisation by the EFDA Leader or Associate Leader as appropriate be reimbursed by the Commission in respect of the costs of a return journey, not exceeding the fares referred to in paragraph 22 direct to his permanent place of residence once per month.
24. A secondee accompanied by his family, may be reimbursed by the Commission the costs of a return journey, not exceeding the fares referred to in paragraph 22, to the place where the secondee performed his duties prior to secondment, for himself and his family once after each six months of continuous service with the receiving Associate from the date on which his family arrives.
25. Secondees who are unmarried and without dependent children may also be reimbursed by the Commission the costs of one return journey, not exceeding the fares referred to in paragraph 22, after each six months of continuous services.
26. Secondees with exceptional family circumstances may be reimbursed by the Commission the cost of additional return journeys at the discretion of the EFDA Leader or Associate Leader(s).
27. The secondee must provide evidence that the journeys foreseen under paragraphs 22 to 26 were made by all persons for whom he claims reimbursement or payment.

28. The provisions of paragraphs 22 to 26 shall not apply to a secondee if the place where he performed his duties prior to his secondment is less than 50km from the site of the receiving Associate.

Removal Expenses

29. Expenses incurred in respect of removal of furniture and personal effects from the place where the secondee performed his duties prior to secondment to the place of the secondment and back, including the cost of insurance against ordinary risks (breakage, theft, fire) shall be reimbursed to the secondee by the Commission, provided that the intended period of secondment is at least two years. Alternatively the costs of storage of part or whole of furniture and personal effects shall be reimbursed. Such reimbursement shall not exceed the amount of a quotation approved in advance by the Commission and the sending Associates. Not less than three quotations shall be submitted to the Commission and the sending Associates, who may, if they consider the quotation to be excessive, select another storage and/or removal firm. In the latter case, entitlement to reimbursement may be limited to the amount of that firm's quotation. In the event that the secondment period is shorter than two years, the secondee may be required to refund the storage and/or removal expenses reimbursed to him. The removals shall normally take place no later than 6 months after commencement, and normally no later than 6 months after termination. In the case of families comprising more than one secondee only one removal will be reimbursed.
30. The provisions of paragraph 29 shall not apply to a secondee whose place where he performed his duties prior to secondment was less than 50 km from the site of the receiving Associate.

Conditions of Employment

31. The Conditions of Employment between the secondee and the sending Associates shall remain valid during the secondment but, in implementing these Conditions of Employment during or with respect to the secondment, the secondee and his sending Associate shall take account of the provisions of these Rules.
32. The sending Associate shall ensure that accident insurance and other insurance in favour of the seconded employee which exist by virtue of the Conditions of Employment remain valid during the secondment at the site of the receiving Associate. The employer will immediately inform its responsible departments and its insurers of the secondment. If an existing insurance protection of the employee is affected, the employer will be responsible for re-establishing an equivalent insurance protection. Additional expenses resulting from this will be reimbursed to the sending Associate by the Commission.
33. During the secondment the leave regulations of the sending Associate will be valid and shall be communicated to the EFDA Leader or his Associate Leader or the receiving Associate as appropriate. The timing and duration of leave during the secondment shall be arranged with the EFDA Leader or his Associate Leader or the receiving Associate as appropriate (taking account of the timing of closures of the receiving Associate's site) who shall notify the sending Associate on an annual basis.
34. A secondee, whilst on annual leave, shall continue to receive secondment allowances for that part of his annual leave entitlement which will accrue to his service with the receiving Associate.

35. In accordance with paragraph 31, the provisions of the secondee's Conditions of Employment in regard to sick leave shall remain during the period of the secondment. A secondee who provides evidence of incapacity to perform his duties because of sickness or accident shall continue to receive his secondment allowances provided he continues to reside at the place of secondment. However, such payment may only be made for a period not exceeding the length of time which in aggregate he has served at the place of secondment and cannot exceed the term of his secondment.

Relations between the Secondee and the receiving Associate

36. Secondees during the period of their secondments will be subject to the management authority of the receiving Associate to the extent prescribed in the secondment agreement referred to in paragraph 11 above or in a supplemental secondment agreement to which the secondee will be a party and which will in addition specify the local regulation of the receiving Associate which will apply to the secondee.

Mission Expenses of CSU members

37. Mission expenses of secondees made available to the Close Support Units under the EFDA shall be reimbursed by the Commission in accordance with either the rules and conditions relating to the payment of mission expenses in force at the Commission or with the rules and conditions in force at the Host Organisation, consistently.

Social facilities

38. The receiving Associate will make available to secondees the social facilities and services to the same extent and under the same conditions as to their own employees working on the same site.

Information and Intellectual Property

39. All information and intellectual property generated by a secondee during his period of secondment and within the field of activity of his secondment shall be subject to the provisions of the EFDA.

Publications

40. All publications reporting experimental and interpretative work carried out under the EFDA shall be subject to the provisions of the EFDA and any special rules adopted by the EFDA Steering Committee.

Liability

41. The sending Associates shall hold harmless and indemnify the receiving Associate against all claims from their secondees against the receiving Associate for compensation for injury or damage arising out of the secondment, unless the receiving Associate has caused the injury or damage intentionally or through gross negligence.
42. The receiving Associate shall hold harmless and indemnify the sending Associate against all claims for compensation for injury or damage caused by a secondee, unless the secondee has caused the injury or damage intentionally or through gross negligence.

Force Majeure

43. Staff, seconded for a continuous period of not less than 4 weeks, for which the duration of the Secondment Agreement during their stay at the Receiving Associate's site is curtailed due to reasons beyond the control of the Parties to the Secondment Agreement, shall be reimbursed by the Commission for costs entered into, directly related to the secondment, in respect of that period of the Secondment Agreement that is curtailed, and that cannot be recovered by such staff. Similarly, in case the Secondment Agreement signed by the Parties is annulled for reasons beyond the control of those Parties, the same principle of reimbursement by the Commission shall apply.

Staff from third parties

44. Subject to the prior approval of the EFDA Steering Committee the present Rules may apply to staff from third parties made available to the Close Support Units.

SECONDMENT AGREEMENT N° [...]

The European Communities represented by the Commission of the European Communities, hereinafter referred to as the “Commission”, which in turn represented by [.....] ,authorised representative of the Director-General for Research,
and.....
hereinafter referred to as the receiving Associate represented by
.....
and.....
Hereinafter referred to as the sending Associate represented by
.....
by virtue of the European Fusion Development Agreement (hereinafter called the EFDA), have agreed as follows :

Secondment

The sending Associate/Organisation seconds Mr./Mrs.....
with effect from.....
to work at [site of the receiving Associate]
in the following area of the EFDA :

The period of secondment is intended to be.....

In working in the area of activity referred to above.....will be responsible to and report to.....

The secondment allowance applicable in accordance with Article 9 of the EFDA will be..... per calendar month plus 5% for the dependent accompanying spouse/partner and/or 5% for each accompanying dependent child when applicable*.

Application of the Provisions of the EFDA

The secondment ofwill be subject to the provisions of the EFDA, including its Annexes, and any subsequent amendments.

.....declares that he has read the Rules for the Secondment for Associate’s Staff and also the Local rules in force at [...] and that he agrees to their provisions.

At.....

.....
For the receiving Associate For the sending Associate For the Commission

.....
(Date) The Secondee

* For secondments to the UKAEA for Campaigns on the JET Facilities the following text must be added : « This secondment allowance [will] [will not] be administered by the receiving Associate in accordance with Article 20 of the Rules for the Secondment of Associate’s Staff. The Sending Associate/Organisation shall reimburse the Receiving Associate for any allowances to be recovered due to the curtailment or early termination of this Agreement »

Secondment Agreement Plan (JET)

Association EURATOM/.....Nr ...

The European Communities represented by the Commission of the European Communities, hereinafter referred to as the “Commission”, which is in turn represented by the Authorised representative of the Director-General for Research,

And the Association EURATOM/UKAEA, hereinafter referred to as the Receiving Associate represented by Prof. Sir C. Llewellyn Smith, Head of Research Unit,

And the Association EURATOM/..., hereinafter referred to as the Sending Associate represented by, Head of Research Unit,

by virtue of the European Fusion Development Agreement (hereinafter called the EFDA),

have agreed as follows:

the Sending Associate second the total number of [...] staff with specific competences for the total number of [...]calendar days they are to be seconded to the JET Facilities as shown in the list of individuals annexed to this document. The Individual Secondment Agreement Form for each Seconded shall be set up on this basis.

In working in the area of activity referred to above and as further specified in the annexed list, the secondees will be responsible to and report to the EFDA Associate Leader for JET.

The secondment allowances applicable in accordance with Art 9 of the EFDA will be £2,827 per calendar month plus 5% for the dependent accompanying spouse/partner and/or 5% for each accompanying dependent child when applicable. This secondment allowance will be administered by the Receiving Associate in accordance with Art.20 of the Rules for the Secondment of Associate’s Staff. The Sending Associate shall reimburse the Receiving Associate for any allowances to be recovered due to the curtailment or early termination of the individual secondment.

Application of the Provision of the EFDA

The secondment of the Secondees will be subject to the provisions of the EFDA, including its Annexes and any subsequent amendments.

In three originals:

.....
For the Sending Associate
Name:
Date:

.....
For the Receiving Associate
Name:
Date:

.....
For the Commission
Name:
Date:

Annex: List of individuals, specific competences and number of days

INDIVIDUAL SECONDMENT AGREEMENT FORM (2)

Association EURATOM / Secondment Agreement Plan Nr.....

| | | |
|------------------------|--|--------------------|
| Secondee's name | Order or Notification reference | ISAF number |
| | | |

| | first working day at JET | last working day at JET | selected competence(s) | task force | calendar days |
|-----------------------------------|---------------------------------|--------------------------------|-------------------------------|-------------------|----------------------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| travel days (1) | | | | | |
| TOTAL period of secondment | | | | | |

Individual Work Plan

Participation in [...] (S/T Task X.Y.Z) as [...] and providing [....].

In working in this area of activity, the Secondee will be responsible to and report to the EFDA Associate Leader for JET. At the end of the secondment, the Secondee will submit a work report to the EFDA CSU for approval.

Application of the Provision of the EFDA

The secondment of the Secondee will be subject to the provisions of the EFDA, including its Annexes and any subsequent amendments. The secondment allowances applicable in accordance with Art 9 of the EFDA will be £.... per calendar month plus 5% for the dependent accompanying spouse/partner and/or 5% for each accompanying dependent child when applicable. This secondment allowance will be administered by the Receiving Associate in accordance with Art.20 of the Rules for the Secondment of Associate’s Staff. The Sending Associate shall reimburse the Receiving Associate for any allowances to be recovered due to the curtailment or early termination of the secondment.

Signature of the Secondee

By my signature, I agree to the above Work Plan and declare that I have read the Rules for the Secondment of Associate’s Staff and also the Local Rules in force at the Culham Site and that I agree to their provisions.

name + date

signature

Signature of Association

name + date

signature

Initials of EFDA CSU

Initials of UKAEA

initials + date

initials + date

(1) 1 day before the first working day and 1 day after the last working day (When travelling by car refer to table from Commission, sent to all ACPs on the 15.7.2005)

(2) Original to be kept by UKAEA

05.10.07