

European Aviation Safety Agency

DECISION No 2009/169/E

OF THE EXECUTIVE DIRECTOR OF THE AGENCY

OF 11 DECEMBER 2009

**LAYING DOWN RULES ON THE SECONDMENT TO THE EUROPEAN AVIATION SAFETY
AGENCY OF NATIONAL EXPERTS**

THE EXECUTIVE DIRECTOR OF THE EUROPEAN AVIATION SAFETY AGENCY

Having regard to Regulation (EC) No 216/2008 of the European Parliament and of the Council of 20 February 2008 on common rules in the field of civil aviation and establishing a European Aviation Safety Agency¹, and in particular Article 29 thereof,

Whereas:

1. Seconded national experts (SNEs) should enable the European Aviation Safety Agency (EASA) to benefit from the high level of their professional knowledge and experience, in particular in areas where such expertise is not readily available.
2. It is highly desirable to foster the exchange of professional experience in, and knowledge of, European policies by temporarily assigning experts from the administrations of the Member States to EASA, even for short periods. For the same reason, steps should also be taken to facilitate the use of experts drawn from the administrations of Member States of the European Free Trade Area (EFTA), candidate countries, international organisations, public intergovernmental organisations (IGOs), and from non EU Member States organisations (upon prior agreement by the Executive Director of EASA).
3. In order to ensure that EASA's independence is not compromised by private interests, it should be stipulated that SNEs must come from a national, regional or local public administration or an IGO. The secondment of an SNE by an employer other than a national, regional or local public administration or an IGO should be authorised only on a case-by-case basis, once it has been ascertained that the SNE's employer is part of the public sector or is an independent university or research organisation that does not seek to make profit for redistribution.
4. In order to avoid any conflict of interests, the rights and obligations of SNEs, as set out in this Decision, should ensure that they carry out their duties solely in the interests of EASA.
5. In view of their special status, it should be stipulated that SNEs, when acting alone, will not exercise any of the responsibilities that belong to

¹ repealing European Parliament and Council Regulation (EC) No 1592/2002 of July 2002

EASA by virtue of the powers conferred upon it, unless specially empowered to do so in writing by the Executive Director of EASA.

6. It is desirable to consolidate the rules applicable to SNEs in a single text, preserving their specific features while also simplifying them. Furthermore, in the case of working conditions and the granting of subsistence allowances, it is wished to align their status as much as possible to the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Communities, yet without assimilating SNEs to these categories.

After consultation with the Staff Committee,

HAS DECIDED AS FOLLOWS:

Chapter I: General provisions

Article 1 *Scope and definitions*

1. These rules shall apply to national experts seconded to EASA (hereinafter referred to as SNEs or seconded national experts).

Seconded national experts are staff employed by a national, regional or local public administration or an IGO, who are seconded to EASA so that the Agency can use their expertise in a particular field.

For the purpose of this Decision, the public administration means all State administrative services at central, federal and regional level, comprising ministries, government and parliament services, the courts, central banks, and the administrative services of local authorities, as well as the decentralised administrative services of the State and of such authorities.

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

The SNE's employer shall thus continue to pay his salary, to maintain his administrative status (permanent official or contract staff member) throughout the period of secondment and to inform the Executive Director of EASA of any change in the SNE's situation in this regard. The SNE's employer shall also continue to be responsible for all his social rights, particularly social security and pension. The termination of or change in the SNE's administrative status (permanent official or contract staff member) may lead to the termination of his secondment by EASA without notice, in accordance with Article 10(2)(c).

2. Notwithstanding the second subparagraph of paragraph 1, the Executive Director of EASA may, on a case-by-case basis, authorise the secondment of an SNE from an employer other than a State public administration or an IGO if the interests of EASA warrant bringing in specific expertise as a temporary measure, provided that the SNE's employer:

– is an independent university or research organisation which does not set out to make profit for redistribution; or

- is in fact part of the public sector.

For the purposes of this Decision, to qualify as being part of the public sector, the SNE's employer must meet all the following conditions:

- it is attached to a public administration as defined in paragraph 1, and specifically it has been created by legislation or regulation;
- its resources come primarily from public funding;
- any activities in which it competes against other private or public entities on the market represent less than half of its activities.

Exceptionally and where justified by the interest of the service, the Executive Director of EASA may authorise the secondment of an SNE by an employer that does not meet one or more of the above criteria.

3. Except where the Executive Director of EASA grants derogation, an SNE must be a national of an EU or EFTA Member State or a country the Council has decided to open accession negotiations with.
4. When a secondment is being planned, EASA shall ensure the geographical and gender balance and compliance with the principle of equal opportunities, in accordance with the principles set out in Article 1d and Article 27 of the Staff Regulations.

The Human Resources Department shall monitor compliance and, in the event of a serious imbalance, shall take the necessary corrective measures to ensure balanced representation of SNEs.

5. Any reference in this Decision to a person of the male sex shall be deemed also to constitute a reference to a person of the female sex, and vice-versa, unless the context clearly indicates otherwise.

Article 2

Cost-free seconded national experts

1. For the purposes of this Decision, "cost-free SNEs" means SNEs for whom EASA does not pay any of the allowances provided for in Chapter III or cover any of the expenses provided for in this Decision, other than those related to the performance of their duties during their secondment.
2. Cost-free SNEs may be seconded from the public administration, as defined in Article 1(1), of an EU or EFTA Member State or a country the Council has decided to open accession negotiations with, or from an IGO, as part of an agreement and/or exchange programme with EASA.
3. In addition, the Executive Director of EASA may authorise the secondment of cost-free SNEs on a case-by-case basis, taking into consideration their place of origin, the Directorate/Department in question, the geographical balance and the work to be carried out.

Article 3

Selection procedure

SNEs shall be selected:

- a. either according to an open and transparent selection procedure. Vacancy notices shall be published for no less than one month before the closing date for applications and shall be advertised, at

- least, on the EASA website with a notification thereof on the EPSO portal and the Permanent Representations to the EU. Where necessary, other means of advertisement shall be used;
- b. or by direct contact between EASA and the Administration where the candidate is working.

Article 4
Period of secondment

1. The initial period of secondment may not be less than six months or more than two years. It may be renewed once or more, up to a total period not exceeding four years. Exceptionally, at the request of the Directorate concerned and where the interest of the service warrants it, the Executive Director of EASA may authorise one or more extensions of the secondment for a maximum of two more years at the end of the four-year period.
2. The initial duration of the secondment shall be specified in the exchange of letters between the Executive Director of EASA and the "future" SNE's employer. Any extension of the period of secondment shall be subject to a new exchange of letters.

Article 5
Place of secondment

SNEs shall be seconded at EASA headquarters located in Cologne, Germany. SNEs may also be seconded at EASA Representation Offices outside Germany.

Article 6
Tasks

1. SNEs shall assist EASA's temporary staff. They may not perform management duties, even when deputising for their immediate superior.
2. An SNE shall take part in missions or external meetings only as part of a delegation led by an EASA temporary staff member or, if on his own, as an observer or for information purposes.
3. In all other cases, by way of derogation from paragraph 2, the Head of department concerned may give a specific mandate to the SNE to participate on his own in one or more missions or external meetings, after having ensured that there is no potential conflict of interest.

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

Under no circumstances may an SNE on his own represent EASA with a view to entering into commitments, whether financial or otherwise, or negotiating on the Agency's behalf.

An SNE may, however, represent EASA in legal proceedings as co-agent with a temporary staff.

4. EASA shall remain solely responsible for approving the results of any tasks performed by an SNE and for signing any official documents arising from them.

5. The Executive Director of EASA, the SNE's employer and the SNE must ensure that there is no conflict of interest in relation to the SNE's duties while seconded to EASA.

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

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

6. Failure on the part of the SNE to comply with his obligations arising from paragraphs 2, 3 or 5 shall entitle EASA, if it sees fit, to terminate the secondment of the SNE pursuant to Article 10(2)(c).

Article 7
Rights and obligations

1. During the period of secondment:
 - a) The SNE shall carry out his duties and conduct himself solely with the interests of EASA in mind. He shall neither seek nor take instructions from any government, authority, organisation or person outside EASA. He shall carry out the duties assigned to him objectively, impartially and in keeping with his duties of loyalty to EASA.
 - b) A SNE wishing to engage in an outside activity, whether paid or unpaid, or to carry out any assignment outside EASA shall be subject to EASA's rules on prior authorisation for EASA staff members². EASA shall consult the SNE's employer before issuing an authorisation.
 - c) The SNE shall refrain from any action or behaviour which might reflect adversely upon his position and from any form of psychological or sexual harassment³.
 - d) The SNE shall not, in the performance of his duties, deal with a matter in which, directly or indirectly, he has any personal interests such as to impair his independence, and, in particular, family and financial interests. If he has occasion in the performance of his duties to deal with such a matter, he shall immediately inform his Head of Department or Director, who will take any appropriate measure and may, in particular, relieve the SNE of responsibility in this matter.

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

² Article 2 of the ED Decision 2007/006/A referring to Article 12b of the Staff Regulations

³ ED Decision 2008/180/A

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

- e) The SNE shall refrain from any unauthorised disclosure of information received in the line of duty, unless that information has already been made public or is accessible to the public.
- f) The SNE has the right to freedom of expression, with due regard for the principles of loyalty and impartiality.

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

- g) All rights in any work done by the SNE in the performance of his duties shall be the property of EASA.
 - h) The SNE shall reside at the place of secondment or at no greater distance there from as is compatible with the proper performance of his activities.
 - i) Based on his professional knowledge and experience, the SNE shall assist and tender advice to the superiors in EASA to whom he is assigned and shall be responsible to his superiors for performance of the tasks entrusted to him.
2. Failure to comply with any of the provisions of paragraph 1 during the period of secondment shall entitle EASA, if it sees fit, to terminate the SNE's secondment pursuant to Article 10(2)(c).
 3. At the end of the secondment the SNE shall continue to have a duty of loyalty to EASA and be bound by the obligation to act with integrity and discretion in the exercise of new duties assigned to him and in accepting certain posts or advantages.

Article 8

Professional experience and knowledge of languages

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

thorough knowledge of one Community language necessary for the performance of his duties.

Article 9

Suspension of secondment

1. At the written request of the SNE or his employer, and with the latter's agreement, EASA may authorise suspensions of periods of secondment and specify the terms applicable. During such suspensions:
 - a) the subsistence allowances referred to in Article 16 shall not be payable;
 - b) the travel expenses referred to in Article 18 shall be payable only if the suspension is at EASA's request.
2. The period of suspension shall not be counted in the period of secondment as defined in Article 2.

Article 10

Termination of periods of secondment

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

Chapter II: Working conditions

Article 11

Social security

1. Before the period of secondment begins, the national public administration or IGO from which the SNE is to be seconded shall certify that he will remain, throughout the period of secondment, subject to the social security legislation applicable to the public administration that employs him and is responsible for expenses incurred abroad.
For SNEs seconded to a place of employment other than Cologne (outside Europe), the national public administration or IGO from which the SNE is seconded shall provide sufficiently high ceilings for reimbursement to

cover the medical expenses incurred in the country concerned and the cost of repatriation on health grounds, should this be necessary.

2. From the day on which their secondment begins, SNEs shall be covered by EASA against the risk of accident. EASA shall provide them with a copy of the terms of this cover on the day on taking up their duties.
3. A SNE who cannot be covered by a public sickness insurance scheme may apply to have this risk insured by the Commission Joint Sickness Insurance Scheme. The SNE shall pay half the relevant insurance premium and his contribution shall be deducted monthly from the subsistence allowances referred to in Article 16.

Article 12
Working hours

1. The working hours for SNEs shall be the same as those in force at EASA.
2. An SNE shall serve on a full-time basis throughout the period of secondment.

Following a duly justified request originating from the Directorate concerned, the Executive Director of EASA may allow an SNE to work part time, provided the SNE's employer agrees and the arrangement is compatible with the smooth running of the Directorate/Department. For part-time SNEs leave days and subsistence allowances are reduced proportionally.

Article 13
Sick leave

1. The rules in force at EASA on absence due to sickness or accident shall apply to SNEs.
2. Where the period of sick leave exceeds three months or the length of time worked by the SNE, whichever is longer, the subsistence allowances referred to in Article 16 shall be automatically suspended. Sick leave may not extend beyond the duration of the secondment of the person concerned.
3. SNEs who are the victim of a work-related injury which occurs during the secondment shall continue to receive the subsistence allowances in full throughout the period during which they are unfit for work. These allowances shall not, however, be paid beyond the end of the period of secondment.

Article 14
Annual and special leave

1. With the exception of the provisions relating to grade, the rules in force at EASA on annual and special leave, applicable to temporary agents, shall apply to SNEs.
2. Leave shall be subject to prior authorisation by the department to which the SNE is seconded. In the event of unauthorised absence within the meaning of Article 60 of the Staff Regulations, subsistence allowances shall not be paid.

3. Upon a duly justified request from the SNE's employer, the SNE may be granted up to two days of special leave by EASA in a 12-month period to visit his employer.
4. Days of annual leave not taken by the end of the period of secondment shall be forfeited.

Article 15
Maternity leave

1. The rules in force at EASA on maternity leave shall apply to SNEs. While on maternity leave the SNE shall receive the subsistence allowances referred to in Article 16.
2. Where the rules that are binding upon the SNE's employer provide for a period of maternity leave longer than that granted by EASA, the secondment may, at the SNE's request, be interrupted for the period by which that leave exceeds the leave granted by EASA.

A period equivalent to the break may be added to the end of the secondment if the interest of the Agency warrants it.

3. An SNE may, as an alternative, apply for a break in the secondment to cover the sum of the periods allowed for maternity leave. In that case, the second subparagraph of paragraph 2 shall apply.

Chapter III: Allowances and expenses

Article 16
Subsistence allowances

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

Rates of the subsistence allowances applicable since 01.01.2009:

- the daily subsistence allowance shall be 122.97 €;
- the monthly subsistence allowance shall be paid in accordance with the following table:

Distance between place of origin and place of secondment (km)	Amount in €
0-150	0
> 150	79.04
> 300	140.52
> 500	228.36
> 800	368.89
> 1300	579.68
> 2000	693.88

2. These subsistence allowances shall be granted under the same conditions as the expatriation allowance for temporary agents⁴.

⁴ Article 4 of Annex VII of the Staff Regulations and the provisions implementing this Article shall apply *mutatis mutandis*

3. The subsistence allowances for SNEs seconded shall be subject to the relevant weighting factors set by the Council pursuant to Article 64 of the Staff Regulations.
4. The adjustments to remuneration adopted yearly by the Council pursuant to Article 65 of the Staff Regulations shall apply automatically to the subsistence allowances in the month following their adoption.

The Human Resources Department of EASA shall be responsible for implementing this provision and shall publish the new rate for subsistence allowances on EASA intranet website.

5. These allowances are intended to cover SNEs' living expenses in the place of secondment on a flat-rate basis and shall in no circumstances be construed as remuneration paid by EASA.

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

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

Article 17
Place of origin

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

Article 18
Travel expenses

1. SNEs shall be entitled to reimbursement of the cost of their travel between their place of origin and the place of secondment, as defined in Article 17, at the beginning and end of their secondment. The travel costs for the SNEs family are not reimbursed by EASA.
2. Travel expenses shall be reimbursed in accordance with the relevant rules and conditions in force at EASA⁵.
3. By way of derogation from paragraph 1, an SNE who proves that he will be assigned to a place other than his place of origin at the end of the secondment shall be entitled to reimbursement of the travel expenses to that new place under the conditions laid down in paragraph 2. However, this reimbursement may not be more than the amount that would have been paid had the SNE returned to his place of origin.
4. EASA shall not reimburse any expenses referred to in the preceding paragraphs if they have been met by the employer or any other body.

Article 19
Missions and mission expenses

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

Article 20
Training

SNEs shall have access to training courses on the same conditions as EASA staff members.

Article 21
Administrative provisions

SNEs shall report to the Human Resources Department of EASA on the first day of secondment to complete the requisite administrative formalities. They shall take up duty on either the first or the sixteenth day of the month.

Chapter IV: Complaints

Article 22

Without prejudice to the possibilities for instituting proceedings after taking up his position, under the conditions and time limits laid down in Article 230 of the EC Treaty, any SNE may submit a complaint under Article 90 of the Staff Regulations to the Executive Director of EASA about an act adopted by EASA services under

⁵ Article 7(1) and (2) of Annex VII to the Staff Regulations and the provisions implementing these Articles shall apply *mutatis mutandis*

this Decision which adversely affects him, with the exception of decisions which are direct consequences of decisions taken by his employer.

The complaint must be lodged within two months. The period shall start to run on the date of notification of the decision to the person concerned, but in no case later than the date on which the latter received such notification. The Executive Director of EASA shall notify the person concerned of his reasoned decision within four months from the date on which the complaint was lodged. If at the end of that period no reply to the complaint has been received, this shall be deemed to constitute an implied decision rejecting it.

Chapter V: SNEs seconded to EASA Representation Offices

Article 23

This Decision shall apply to SNEs seconded to EASA Representation Offices.

Article 24

1. The subsistence allowances referred to in Article 16 shall be paid in Euros in Germany. They shall be subject to the weighting applicable to the remuneration of temporary agents employed in Germany.
2. By way of derogation from paragraph 1, the Executive Director of EASA may, at the SNE's request, authorise the payment of subsistence allowances in the currency of the place of secondment or, in exceptional and duly justified cases and in order to maintain purchasing power, in another currency. The allowances shall then be subject to the weighting provided for in Article 12 of Annex X to the Staff Regulations and converted at the corresponding exchange rate.
3. An allowance for living conditions, fixed according to the same criteria as those laid down in Article 10 of Annex X to the Staff Regulations, shall be paid to SNEs seconded to EASA Representation Offices in a non-member country. The daily subsistence allowance referred to in Article 16(1) of this Decision shall constitute the reference amount referred to in Article 10 of Annex X to the Staff Regulations.

Chapter VI: SNEs seconded to EASA in professional training

Article 25

General provisions and definitions

1. National experts in professional training (hereinafter referred to as NEPTs) are staff from public administrations of EU or EFTA Member States or, depending on the places available, of countries with which the Council has decided to open accession negotiations, or from IGOs, who are admitted to EASA Departments for professional training purposes.
2. The provisions of Article 1(1), (3), and (4) shall apply by analogy to NEPTs.

Article 26
Purpose of the professional training

1. The purpose of the professional training is:
 - to give NEPTs experience of EASA's working methods and policies;
 - to enable them to gain practical experience and understanding of the day-to-day work of EASA Departments and to give them the opportunity to work in a multicultural, multilingual environment;
 - to enable staff of national administrations to put into practice the knowledge they have acquired in their studies, particularly in their respective areas of responsibility.
2. For its part, EASA:
 - benefits from the input of people who can offer a new point of view and up-to-date knowledge which will enrich the daily work of the Agency;
 - builds up a network of people with direct experience of its procedures. In particular, this experience shall facilitate the harmonisation of the implementation of EASA's rules and procedures in the context of outsourcing of some EASA's technical tasks.

Article 27
Eligibility

1. The provisions of Article 8 on professional experience and knowledge of languages shall apply by analogy to NEPTs.
2. People who have already been seconded as an SNE or worked under an employment contract in one of the Community institutions or bodies shall not be eligible for traineeships.

Article 28
Selection of candidates

1. Applications shall be forwarded by the organisation or administration which employs the applicant to the traineeship to the Human Resources Department of EASA in accordance with the procedure and methods decided by that Department.
2. After consulting the Departments concerned and considering the situation, the Executive Director of the Agency shall decide if and for which period the NEPT is admitted to each EASA Department.

Article 29
Duration of the professional training

1. The professional traineeships shall last a maximum of six months. The duration shall be fixed at the outset and may not be changed or extended. An NEPT may complete only one professional traineeship.

2. The professional traineeships are organised twice a year, usually starting on the 1st or 16th of the month.

Article 30

Organisation of the professional training

Throughout the professional traineeship NEPTs shall be supervised by a training advisor. The training advisor must inform his Director and the Human Resources Department of any significant incidents during the professional traineeship (in particular absences, illness, accidents or interruption) which he knows of or has been informed of by the NEPT.

NEPTs must obey instructions given by their training advisor, their superiors in the Directorate to which they are seconded and the Executive Director of EASA.

NEPTs shall be allowed to attend meetings, unless they are restricted or confidential, to receive documentation and to participate in the activities of the Department to which they are seconded.

Article 31

Suspension of the professional traineeship

At the written request of the NEPT or his employer, and with the latter's prior agreement, the Executive Director of EASA may authorise a very brief suspension of the professional traineeship or its early termination. The NEPT may return to complete the remaining period of the professional traineeship, but only up until the end of that period.

Under no circumstances may the traineeship be extended.

Article 32

Working conditions and remuneration

1. The following Articles shall apply by analogy to NEPTs:
 - – Article 6 on tasks;
 - – Article 7 on rights and obligations;
 - – Article 11(1) and (2) on social security;
 - – Article 12(1) on working hours;
 - – Article 13 on sick leave;
 - – Article 14 on annual leave and special leave;
 - – Article 19 on missions and mission expenses.
2. NEPTs shall be regarded as cost-free SNEs within the meaning of Article 2. They shall continue to be paid by their employer without any financial compensation being paid by EASA.

EASA will accept no requests for grants or fees or the reimbursement of travel or other expenses other than the reimbursement of mission expenses incurred as part of the professional traineeship.

Article 33

Reports and certificate of attendance

NEPTs who have completed the stipulated professional training period shall complete the evaluation reports requested by the Human Resources Department at the end of their traineeship. Training advisors must also complete the relevant evaluation report.

Subject to the completion of these reports, NEPTs who have completed their professional traineeships shall receive a certificate showing the dates of the professional training and the Department in which it took place.

Chapter VII : Final provisions

Article 34

This decision repeals the ED Decision 2003/2/ADM and shall enter into force on the date of its signature.

This decision shall be published in the official publication of the Agency.

Done in Cologne, on 11 December 2009

P. GOUDOU