



EASO/EDD/2021/006 Valletta Harbour, 14 January 2021

DECISION

OF THE EXECUTIVE DIRECTOR OF THE EUROPEAN ASYLUM SUPPORT OFFICE

on the rules for reimbursement of expenses incurred by participants invited to attend EASO activities

THE EXECUTIVE DIRECTOR,

HAVING REGARD to Regulation (EU) No 439/2010 of the European Parliament and of the Council of 19 May 2010 establishing a European Asylum Support Office (hereinafter referred to as 'EASO' and 'EASO Regulation'), and in particular Articles 4, 6, 7, 31(6)(a), (b), (c), (j), 49, 50 and 51 thereof,

HAVING REGARD to Management Board Decision No 54 of 14 August 2019 on the EASO Financial Regulation,

HAVING REGARD to the Communication from the Commission SEC (2009) 477 of 8 April 2009 on streamlining financial rules and accelerating budget implementation to help economic recovery,

HAVING REGARD to the Guide to missions and authorised travel as annexed to the Commission Decision of 27 September 2017 on the general provisions for implementing Articles 11, 12 and 13 of Annex VII to the Staff Regulations of Officials (mission expenses) and on authorised travel (C(2017) 5323),

HAVING REGARD to the Council Decision 2014/186/EU of 11 February 2014 on the signing, on behalf of the Union, of the Arrangement between the European Union and the Principality of Liechtenstein on the modalities of its participation in the European Asylum Support Office, and in particular Article 1 thereof,

HAVING REGARD to the Council Decision 2014/185/EU of 11 February 2014 on the signing, on behalf of the Union, of the Arrangement between the European Union and the Swiss Confederation on the modalities of its participation in the European Asylum Support Office, and in particular Article 1 thereof,

HAVING REGARD to the Council Decision 2014/194/EU of 11 February 2014 on the signing, on behalf of the Union, of the Arrangement between the European Union and the Republic of Iceland on the modalities of its participation in the European Asylum Support Office, and in particular Article 1 thereof,

HAVING REGARD to Council Decision 2014/301/EU of 19 May 2014 on the signing, on behalf of the Union, of the Arrangement between the European Union and the Kingdom of Norway on the modalities of its participation in the European Asylum Support Office, and in particular Article 1 thereof,

WHEREAS:

- (1) In order to fulfil its duties and objectives and in line with the Single Programming Document, EASO organises, or co-organises different activities under the scope of the EASO Regulation, which require the attendance of various participants.
- (2) In the context of this Decision, 'EASO activities' refer to, inter-alia, trainings, workshops, professional development sessions, seminars, conferences, meetings, capacity building activities etcetera, organised or co-organised by EASO.
- (3) The persons invited to attend EASO activities may incur costs when traveling from and to their usual place of work or performance of current duties. Certain costs, as set out in this Decision, can be reimbursed or, in specific cases, directly covered by EASO.
- (4) Pursuant to the principle of sound financial management, clear rules and efficient procedures for reimbursement, advance payment or direct coverage of expenses incurred by the persons invited to attend EASO activities should be established.
- (5) Building on the operational and administrative experience gained in previous years and in line with the good practice of regularly reviewing the system related to reimbursing costs of persons invited to attend EASO activities, the Decision of the Executive Director No 306 of 14 November 2014 detailing the rules on the costs incurred by persons invited to meetings organised by EASO should be revised and updated.
- (6) Experience gained in the use of lump sums or flat-rate financing has shown that, such forms of financing significantly simplified administrative procedures and substantially reduced the risk of error. Therefore, EASO will make further efforts to promote the use of flat rates and lump sums for the reimbursement of eligible expenses.
- (7) This Decision should comply with the Decision of the Executive Director No 136 of 16 October 2020 on the Standard Operating Procedure on drafting, reviewing and approving governance and decision-making documents.

HAS ADOPTED THIS DECISION:

Article 1

Definitions

Participants - are the persons invited to attend EASO activities, to achieve the objectives as mentioned in the Single Programming Document or as part of different EASO projects and plans contributing to EASO's objectives. They can be employees of the national public administrations, of international organisations, independent judiciary bodies, academics or members of civil society or can be private sector experts.

EASO activity - is an activity organised or co-organised by EASO under the scope of the EASO Regulation, which requires the participation of representatives from EU Member States, Associate Countries, Third Countries and other entities and organisations, as well as private sector experts, both inside and outside the territory of the European Union. It refers to, inter-alia, trainings, workshops, professional development sessions, seminars, conferences, meetings and capacity building activities.

Organisation - can be a public body of the EU Member States, Associate Countries, Third Countries or international or local organisations and independent judiciary bodies operating in the field of asylum policy at local, regional, national, European or international level.

Associate Countries - are the EFTA countries that have signed an agreement with the EU for their participation in the work of EASO. According to Article 49 of the EASO Regulation, EASO shall be open to the participation of Iceland, Liechtenstein, Norway and Switzerland.

EU+ countries - are considered the EU Member States plus the Associate Countries.

Third countries - are considered the non-EU+ Countries.

Place of departure - is the place from where the participant will travel to attend EASO activities. In the context of this Decision, there are two possible places of departure; one for cross-border travelling and another one for non-cross border (activity taking place in the country of the participant). In the first case (cross-border travelling), the place of departure is the capital of the country where the participant is employed or currently performs its duties. In the second case (non-cross border activity), the place of departure is the city where the participant is employed or currently performs its duties.

Place of EASO activity - is the (geographical) location where an EASO activity is organised or coorganised to take place.

Force majeure - means any unforeseeable and exceptional situation beyond the person's control not attributable to his/her error or negligence, which prevents participation in an EASO activity and proves insurmountable despite all due diligences.

Article 2

Purpose and scope

- 1. This Decision lays down the rules for reimbursement, pre-financing or direct coverage of travel and subsistence expenses in the following cases:
 - a) Participants invited to participate in an EASO activity;
 - Participants invited to fulfil specific operational needs, such as in the context of EASO Operating or Special Support Plans, ad-hoc training plans, as well as Third Country capacity building support and road maps, projects and targeted initiatives or in the context of cooperation with independent judiciary bodies;
 - Expenses incurred by representatives of organisations or entities with which EASO concluded working arrangements (including projects or plans implemented by EASO) unless decided otherwise in the respective working arrangement;
 - d) Costs for a person accompanying a physically impaired participant.
- 2. This Decision does **not** cover the following situations:
 - a) The costs incurred by participants from the European Union institutions, bodies, offices and agencies;
 - b) The costs incurred by EASO statutory staff, seconded national experts, interim staff, and trainees participating in EASO activities;
 - c) The reimbursement of expenses incurred by experts participating in the Asylum Support Teams, which are governed by different rules in accordance with Article 23 of the EASO Regulation and the relevant Management Board Decision(s);
 - d) The costs incurred by participants from national public administrations of Third Countries except for the cases listed in Article 2(1)(b);

- e) The expenses incurred by participants who attend EASO activities for learning purposes, except for the cases listed in Article 2(1)(b);
- f) Experts or consultants engaged by EASO via procurement procedures.

Article 3

Invitation

- 1. An invitation e-mail¹ shall be sent by EASO to the organisation invited to attend the EASO activity, or to the participant himself/herself. The invitation shall specify, as a minimum, the name (or profile) of the participant(s) or the number of representatives from the invited organisation, the duration and location of the EASO activity, as well as the eligible costs to be reimbursed with reference to the applicable reimbursement rules. Apart from invitation e-mails, other electronic invitation channels may also be used, in line with the continuously evolving EASO ICT systems.
- 2. The registration modalities for the EASO activity will be communicated by EASO for each activity.

Article 4

Eligibility

- The travel-related expenses, as well as the daily subsistence and accommodation allowances of the participants attending EASO activities are eligible for reimbursement or direct coverage by EASO, in accordance with Articles 5 and 6 of this Decision, provided they are not in receipt of a similar reimbursement or allowance from any other organisation or person in connection with the same activity, following an invitation from EASO.
- 2. The limit in terms of the number of invited participants per country and/or organisation, entitled to reimbursement of their expenses, will be communicated by EASO for each activity.
- 3. Under the conditions laid down in this Decision, EASO will contribute towards (co-)financing the following expenses of the invited participants(s)/organisation:
 - a) Travel-related expenses from the place of departure to the location of the EASO activity and back to the place of departure, as well as visa-issuance (if applicable) for the country where the activity takes place;
 - b) Daily subsistence allowance at the place where the EASO activity takes place, including meals, local transport, taxis and any other personal or professional expenses;
 - c) Accommodation allowance at the place where the EASO activity takes place, including taxes.
- 4. In case of force majeure whereby a participant is not able to attend the EASO activity where he/she was invited to participate in, or in case of cancellation by EASO of an activity, EASO may only reimburse or cover the actual incurred costs related to travel and accommodation, provided that no other means are available for the person/organisation to seek reimbursement of those costs. The participant invited to attend EASO activities is required to take any reasonable steps to minimise such costs and to provide evidence of the measures taken. In these cases, the reimbursement shall be done upon submission of the proof of payments.

¹ The decision on organisations/participants to be invited will be taken internally by the Responsible Authorising Officer, prior to the e-mail invitations being dispatched. The e-mail may contain any supporting document (letters, forms, agendas, etcetera.) as needed for the occasion.

Absence by the participant due to his/her participation in labour disputes, strikes or financial difficulties cannot be invoked as force majeure.

5. No other expenses shall be borne by EASO.

Article 5

Travel-related expenses

- 1. **Travel-related expenses** incurred in accordance with Article 4(3)(a), shall be covered in the form of an all-inclusive flat rate to contribute towards the expenses, calculated as follows:
 - For each activity or in case of a combination of successive activities, the EASO contribution for cross-border travelling (return travel) shall be calculated as an all-inclusive flat rate. This flat rate is paid by EASO independently of the real costs incurred by the participants.

The amount of the flat rate depends on the geographic distance between the place of departure and the place where the activity is held. The place of departure is the capital of the country where the participant is employed or currently performs its duties. For the purpose of calculation methodology, the distance is defined as the linear distance (one way) between these two geographical points, calculated using the following website: http://www.distancefromto.net/.

The flat rate amounts are as follows:

- a) No amount shall be paid if the distance is 50 km or less;
- b) For distances between 51 km and 2,000 km, the flat rate is set at 350 EUR;
- c) For distances above 2,000 km, the flat rate is set at 600 EUR.
- For each activity or in case of a combination of EASO successive (back to back) activities, the flat rate amount of travelling within the territory of one country (no cross-border trip) is set at 150 EUR for a return trip, if the one-way distance between the place of departure (defined as the city where the participant is employed or currently performs its duties) and the place of the EASO activity exceeds 50 km.
- The cost of visa-issuance shall be reimbursed based on the real costs incurred by the participant, upon presentation of adequate supporting documents.
- 2. **Exclusively for Third Country participants**, EASO can either reimburse the actual travel expenses, upon presentation of adequate supporting documents, or facilitate the travel arrangements and directly cover the travelling costs. In both cases, the ceilings detailed in Article 5(1) do not apply. Participants should use economy arrangements to provide optimum cost efficiency.

Article 6

Daily subsistence and accommodation allowances

1. The amounts of the daily subsistence and accommodation allowances (in the form of flat rates) shall be calculated based on the place where the activity takes place, as indicated in Annex I to this

Decision. The flat rate amounts are intended as a contribution independent of the incurred expenses.

- 2. A daily subsistence allowance is paid by EASO to contribute towards the costs described in Article 4(3)(b) when the distance between the place of departure and the place of the activity is above 50 km. It shall be an all-inclusive flat rate calculated for the duration of the activity plus one additional travel day.
- 3. Participants are not entitled to a daily subsistence allowance if the EASO activity is held within 50 km from the place of employment or the place of performance of their current duties.
- 4. In case EASO facilitates the travel arrangements for the persons invited to attend EASO activities (as per Article 5(2)) the duration of the travel will correspond to the actual travel time.
- 5. Should any meals be offered by EASO, the daily subsistence allowance shall be reduced by 25% for each offered lunch and by an additional 25% for each offered dinner.
- 6. **An accommodation allowance** is paid by EASO to contribute towards the costs described in Article 4(3)(c) when the distance between the place of departure and of the activity is above 50 km. It shall be an all-inclusive flat rate calculated based on the duration (number of full days) of the activity.
- 7. Accommodation for participants representing **Third Countries** shall be either directly covered by EASO (not exceeding the amounts in Annex I) or reimbursed (flat rate accommodation allowance as per Annex I, or incurred cost if required under a specific institutional agreement).

Article 7 Pre-financing request

- 1. The organisation employing the participant attending EASO activities or the participant himself/herself may submit to EASO, no later than three weeks before the start of the activity, a request for pre-financing for an amount equal to 50% of the envisaged total amount due in accordance with Articles 4 to 6 of this Decision, provided that the estimated amount of the pre-financing request is higher than 2,000 EUR.
- 2. The request for pre-financing shall contain the following documents:
 - a) a duly completed Pre-financing Request Form, signed by the organisation employing the participant attending EASO activities or the participant himself/herself;
 - b) a copy of the invitation referred to in Article 3;
 - c) a duly completed and signed Legal Entity File and Bank Account File of the organisation employing the participant attending EASO activities or of the participant himself/herself, together with the required supporting documents.
- 3. After the end of the activity, the organisation employing the participant attending EASO activities or the participant himself/herself shall submit a final request for reimbursement for the remaining amount in accordance with Article 8 of this Decision.

Article 8

Reimbursement request

1. The organisation employing the participant attending EASO activities or the participant himself/herself shall submit to EASO, preferably within thirty calendar days after the end of the activity, a request for reimbursement of the costs referred to in Articles 4 to 6 of this Decision. Late requests

sent to EASO after ninety days of the end of the activity may be accepted only if the dedicated budget for this activity remains available.

- 2. The request for reimbursement shall be preferably transmitted to EASO by e-mail (the designated e-mail address will be provided in the Reimbursement form) or by other designated electronic means, and shall include the following documents:
 - a) a duly completed Reimbursement Request Form, signed by the organisation employing the participant attending EASO activities or the participant himself/herself, accompanied by the required supporting documents;
 - b) a request for reimbursement shall mention any pre-financing received in line with Article 7;
 - c) a duly completed and signed Legal Entity File and Bank Account File of the organisation employing the participant attending EASO activities or of the participant himself/herself, together with the required supporting documents.

Article 9

Payments

- 1. Payment shall be made by EASO by means of a bank transfer in Euros or, if in other currencies, by applying the European Union official monthly exchange rate² of the first day on which the EASO activity has taken place. As an indication, payment should be made by EASO within 30 calendar days from the date of reception of a complete request for reimbursement.
- 2. Reimbursements of the costs for participants representing national public administration services shall be paid into an account in the name of the Member State, one of its ministries or a public body. In duly justified exceptional circumstances, the organisation employing the participant attending EASO activities can request EASO to pay directly to the participant. A written request should be submitted to EASO in such a case.
- 3. Private sector experts and participants from independent judiciary bodies can always be reimbursed into their own personal bank accounts.
- 4. In the absence of a reimbursement agreement with Third Countries' national authorities, EASO can facilitate and cover directly travel and accommodation costs. The reimbursement of daily subsistence allowance costs (in accordance with Article 6) shall be paid into an account in the name of the representative of the Third Country attending an EASO activity.
- 5. Each reimbursement covering travel expenses, daily subsistence allowances and/or accommodation allowances for a specific activity shall be made in a single payment to one bank account.
- 6. EASO may suspend the payment at any time if the organisation employing the participant attending EASO activities or the participant himself/herself is required to produce additional supporting documents or additional checks need to be conducted by EASO in order to verify whether the expenses in the request for reimbursement are eligible.
- 7. EASO may refuse the payment at any time if the organisation employing the participant attending EASO activities or the participant himself/herself is found or presumed to have infringed the provisions of this Decision, in particular as a result of audits and checks as provided for in Article 11 of this Decision.

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² http://ec.europa.eu/budget/contracts grants/info contracts/inforeuro/index en.cfm

8. EASO shall inform the organisation employing the participant attending EASO activities or the participant himself/herself of a suspension or refusal based on paragraphs 6 and 7 of this Article.

Article 10

Recovery

- 1. If any amount is unduly paid to the organisation employing the participant in EASO activities or to the participant himself/herself, or if recovery is otherwise justified, the organisation employing the participant attending EASO activities or the participant himself/herself shall undertake to repay EASO the sum in question under the terms and on the date specified by EASO.
- 2. If the organisation employing the participant attending EASO activities or the participant himself/herself fails to repay EASO by the indicated due date, the sum due shall bear interest at the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of the Official Journal of the European Union on the first day of the month in which payment was due, increased by three and a half percentage points. The interest shall be payable for the period elapsing from the day following expiry of the time limit for payment up to the day of payment. Any partial payment shall first cover the interest.
- 3. Amounts to be repaid to EASO may be offset against amounts of any kind due to the organisation employing the participant attending EASO activities or the participant himself/herself, after informing them accordingly. The prior consent of the organisation employing the person invited to attend EASO activities or the person himself/herself is not required.
- 4. Bank charges incurred by the repayment of amounts due to EASO shall be borne entirely by the organisation employing the participant attending EASO activities or the participant himself/herself.

Article 11

Checks and Audits

- 1. The organisation employing the participant attending EASO activities or the participant himself/herself in case of private sector experts undertake to provide any detailed information requested by EASO or by any other outside body authorised by EASO in order to verify that this Decision is properly implemented.
- 2. The organisation employing the participant attending EASO activities or the participant himself/herself shall keep at EASO's disposal all original documents, especially accounting and tax records, relating to requests for reimbursements for a period of five years from the date of the respective reimbursement of costs.
- 3. The organisation employing the participant attending EASO activities or the participant himself/herself agree that EASO may have an audit in relation to requests for reimbursement carried out either directly by its own staff or by any other outside body authorised to do so on its behalf. Such audits may be carried out throughout the duration of the activity and for a period of five years from the date of reimbursement of costs incurred for the purpose of the activity. Where appropriate, the audit findings may lead to recovery decision(s) by EASO, as per Article 10 of this Decision.
- 4. The organisation employing the participant attending EASO activities or the participant himself/herself undertake to provide EASO staff and/or outside personnel authorised by EASO, with

the appropriate rights of access to relevant sites and premises as necessary, and to all the information, including information in electronic format, needed in order to conduct such audits.

5. By virtue of Council Regulation (Euratom, EC) No 2185/96 and Regulation (EU, EURATOM) No 883/2013 of the European Parliament and the Council, the European Anti-fraud Office (OLAF) may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the European Union against fraud and other irregularities.

Article 12

Liability

EASO shall not be liable for any material, non-material or physical damage suffered by participants attending EASO activities, in the course of their journey to and from the event or during their stay at the place where the EASO activity takes place, including by the participants attending EASO activities who use their own means of transport.

Article 13

Exceptional cases and annexes

- 1. The Executive Director may decide differently from the provisions laid down in this Decision in exceptional cases, when duly justified, inter-alia, by the nature and venue of the activity, the type of participants or the existence of specific operational needs, which cannot be accommodated within the provisions of this Decision. No exception or non-compliance procedure will apply in such cases.
- 2. Annex I provides the current³ list of lump sums for accommodation and daily subsistence allowances. It will be automatically updated when EASO formally modifies its maximum ceilings for accommodation and daily subsistence allowances for its own staff members.
- 3. Annex II provides the current⁴ reimbursement form for participants with instructions in relation to required supporting documents. It may be updated regularly, e.g. when required to better address EASO's needs or technical IT systems.
- 4. Annexes I and II to this Decision are living documents which may be amended upon the discretion of the Head of the Finance and Procurement Unit. The most up to date versions of these annexes are to be(come) available on a dedicated section of the Agency's intranet.

Article 14

Data Protection

All personal data processed by EASO in relation to the reimbursement rules described above shall be carried out in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of

³ At the moment of adoption of this Decision.

⁴ At the moment of adoption of this Decision.

such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC.

The personal data transferred in this context to national authorities shall be subject to the rules imposed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) or Directive (EU) 2016/680, where applicable.

EASO and competent national authorities will implement the necessary technical and organisational measures to ensure the security and confidentiality of the personal data processed in the context of reimbursements under this Decision. This is to prevent any unauthorised disclosure or access to this information.

Article 15

Entry into force and application

This Decision enters into force on the day of its signature. It applies as from 1 February 2021⁵, following which it repeals and replaces the Decision of the Executive Director No 306 of 14 November 2014 detailing the rules on the costs incurred by persons invited to meetings organised by EASO.

detailing the rules on the costs incurred by persons invited to meetings organised by EASO.
Done at Valletta Harbour,
Nina Gregori
Executive Director

⁵ The relevant rules for reimbursement will be those in force/applicable at the date of dispatching the invitation for participating in the respective EASO activity.

Annex I

This Annex includes the extract for EU countries (+UK) of the lump sums for accommodation and daily subsistence allowances within the meaning of Article 6 of this Decision. The lump sums are based on EU legislative acts regulating the business trips of EU staff, and they are subject to regular reviews by the EU. Lump sums for all other countries, also outside the EU are found on the EASO website.

Destination	Hotel ceiling	Daily allowance
Belgium	148	102
Bulgaria	135	57
Czech Republic	124	70
Denmark	173	124
Germany	128	97
Estonia	105	80
Ireland	159	108
Greece	112	82
Spain	128	88
France	180	102
Croatia	110	75
Italy	148	98
Cyprus	140	88
Latvia	116	73
Lithuania	117	69
Luxembourg	148	98
Hungary	120	64
Malta	138	88
Netherlands	166	103
Austria	132	102
Poland	116	67
Portugal	101	83
Romania	136	62
Slovenia	117	84
Slovak Republic	100	74
Finland	142	113
Sweden	187	117
United Kingdom	209	125

Annex II

This Annex includes the most current reimbursement request form (presently in Excel format) which is subject to regular reviews. Participants will be asked, as explained in the request form itself, external proof of the trip taking place (either a travelling or an accommodation proof).

European Asylum Support Office REIMBURSEMENT REQUEST FOR	EXTERNAL PARTICIPANTS TO EASO ACTIVITIES			
Participant	EASO Activity			
Mr Ms				
Full Name:	Activity name			
Individual Organisation	Dates: from to			
Organisation:	Place of activity			
Place of departure:	Country: Belgium			
Country: Italy	if other, please indicate:			
	Distance: 200 KM			
Travelling allows	ance - please choose one option			
Organised and paid by EASO - no reimbursement	Amount: Currency:			
X Cross border travel expenses X Flat Actu	rate 350 EUR al cost*:			
Internal travel Flat				
	al cost*:			
*For Third Country participants EASO can either facilitate the travel arrange	ements and cover directly the actual travel cost or reimburse the actual travel expenses upon			
presentation of supporting documents (travelling invoice, one boarding pa: **For visa costs, invoices or proof of payment are required as evidence	ss and proof of payment)			
Accommodation	allowance - choose one option			
X Flat rate 148 EUR/day 1 days Actual cost *** Organised and paid by EASO - No reimbursement ***Actual cost reimbursement can be made only under specific legal base to	Total: EUR			
Daily subsistence allowance				
Flat rate 102 EUR/day 2 days Deductions: (indicate the numbers of each meal - I - No. of meals 25% 0	· <u>———</u>			
Pre-financing (if any):	O Curency:			
Final amount to be paid:	600			
I declare on my word of honour that this information is true and accurate. I will not be receiving any similar reimbursement from any other entity or the same EU agency/body in respect to the same journey or stay. I attach the meeting invitation and one proof of the travelling taking place (transportation ticket or boarding pass) and one proof of accommodation (hotel bill or booking reservation). Should I claim actual costs or visa costs, additional supporting documents are required. I declare that I am fully aware of the obligation to keep for five years the supporting documents linked to this reimbursement request.				
DATE: SIGNATURE				
LEF/FIF in EASO system, if yes, confirmation IBAN nr of bank account:	New Organisation/ Individual Expert - LEF/FIF attached One proof of travelling taking place is attached			
PLEASE fill in IBAN (BANK ACCOUNT)				