



HIGH REPRESENTATIVE
OF THE UNION FOR
FOREIGN AFFAIRS AND
SECURITY POLICY

DRAFT

Brussels, **XXX**
[...](2017) **XXX** draft

**Joint Decision of the Commission and the High Representative
of the Union for Foreign Affairs and Security Policy**

of **XXX**

**on the Conditions of Employment of Local Staff of the European Union
engaged in places outside the European Union**

Rev. version 31.10.2017

Joint Decision on the conditions of employment of local staff of the European Union engaged in places outside the European Union

THE EUROPEAN COMMISSION AND THE HIGH REPRESENTATIVE OF THE UNION FOR FOREIGN AFFAIRS AND SECURITY POLICY,

HAVING REGARD TO the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Union laid down by Council Regulation (EEC, Euratom, ECSC) No 259/68¹, in particular Articles 4 and 120 of the Conditions of Employment of Other Servants of the European Union,

After consulting the Staff Committees of the European Commission and the European External Action Service,

WHEREAS:

- (1) Article 120 of the Conditions of Employment of Other Servants of the European Union requires the designated authority authorised to conclude contracts of employment to determine the conditions of employment of local staff, in particular the manner of their engagement and termination of their contract, their leave, and their remuneration.
- (2) The Commission and the High Representative of the Union for Foreign Affairs and Security Policy agree on the need to modernise the Framework rules laying down the conditions of employment of local staff of the Commission of the European Communities serving in non-member countries which were adopted by the Commission on 21 November 1989 and entered into force on 1 January 1990.
- (3) The modernised conditions of employment are intended as minimum standards of employment to be applied to all Delegations alongside local law. Consequently, the more favourable between the minimum standards and the local law should apply.

HAVE ADOPTED THIS JOINT DECISION:

¹ OJ L 56, 4.3.1968, p. 1. , as last amended by Regulation (EU, Euratom) No 1023/2013 of the European Parliament and of the Council of 22 October 2013, OJ L 287, 29.10.2013, p. 15.

CHAPTER 1
GENERAL PROVISIONS

Article 1

1. This Decision lays down the conditions of employment of local staff of the European Union engaged in places outside the Union, as defined in Article 4 of the Conditions of Employment of Other Servants of the European Union ('CEOS').
2. Each institution shall determine who shall exercise the powers conferred by this Decision on the Authority Authorised to Conclude Contracts of employment ('AACC').

Article 2

1. Any reference in this Decision to a person of the male sex shall be deemed to also constitute a reference to a person of the female sex, and vice-versa, unless the context clearly indicates otherwise.
2. For the purposes of this Decision, 'local staff' shall mean the local staff of the European Union engaged in places outside the Union, as defined in Article 4 of the CEOS.
3. For the purposes of this Decision, 'Delegation' shall mean any Union delegation or representative office in a place outside the Union.
4. For the purposes of this Decision 'local law' shall mean the applicable legal rules in place where the local staff is engaged to perform their duties.
5. For the purposes of this Decision, 'remuneration' shall mean the basic salary and allowances.

Article 3

1. Local staff shall be engaged on the basis of this Decision and the local law in so far as the local law does not prejudice the diplomatic mission and functioning of the Delegation. The AACC may also adopt decisions on employment conditions based on local practice.

2. Without prejudice to paragraph 1, local staff employed on a post contained in the organisation chart of a Delegation² shall also be engaged on the basis of Articles 4 to 32 of this Decision.
3. This Decision and the contract of employment shall be applied without prejudice to local law in accordance with paragraph 1 but shall not have the effect of duplicating or extending rights set out in the local law which have the same or a similar purpose or effect.
4. Local law shall not have the effect of extending rights set out in this Decision and the contract of employment.

CHAPTER 2
GENERAL EMPLOYMENT CONDITIONS

Article 4

The employment of a member of local staff shall be subject to the following conditions:

- (a) he is medically fit to perform the required duties. For this purpose, the member of local staff shall be required to undergo medical tests by a medical practitioner designated by the AACC;
- (b) he enjoys civil rights and permits necessary for employment under local law;
- (c) he has a satisfactory knowledge of at least one of the languages needed for the proper functioning of the Delegation as determined by decision of the AACC and that he accepts that the employment relations with the Delegation shall be managed in the determined language or languages.

Article 5

1. Contracts of employment shall be concluded by the AACC for a fixed term or for an indefinite duration. They shall be in writing.

² The organisation chart of a Delegation is decided in accordance with the Joint Decision of the Commission and the High Representative of the Union for Foreign Affairs and Security Policy of 28.03.2012 on Cooperation Mechanisms concerning the Management of Delegations of the European Union (JOIN(2012)008).

2. Contracts shall specify in particular:
 - (a) the place of employment;
 - (b) the date of commencement of service;
 - (c) the general nature of the duties to be performed;
 - (d) the function group;
 - (e) the applicable salary grid;
 - (f) the total weekly hours of work;
 - (g) the length of the contract and of the probationary period;
 - (h) that the contract is subject to this Decision;
 - (i) the rights and obligations of the member of local staff;
 - (j) the law governing the contract.

Article 6

A member of local staff shall serve a probationary period, the length of which shall be determined in the contract of employment, taking also into account the duties to be performed.

Article 7

1. Local staff shall perform duties under the supervision and responsibility of a Union official, temporary agent or contract agent in accordance with the organisation of the Delegation.
2. The description of the duties to be performed by the member of the local staff, may be adapted by the AACC in accordance with the needs of the Delegation and the interests of the service, while respecting the function group and the general nature of the duties stipulated in the contract of employment.

CHAPTER 3 **RIGHTS AND OBLIGATIONS**

Article 8

1. The local staff shall carry out duties with the interests of the Union in mind, comply with instructions received from their superiors and observe the general principles of loyalty, honesty, integrity and impartiality. The local staff shall not seek or accept instructions or influence in any form from any government, authority, organisation or person outside the Commission or the European External Action Service ('EEAS'). The local staff shall immediately declare to their superior any actual or potential conflict of interest that may

arise directly or indirectly between their personal interests and the performance of their duties.

2. The local staff shall refrain from external activity, whether paid or not, which could interfere with the performance of their duties or which is incompatible with the interests of the Union, unless express authorisation is granted by the AACC.
3. The local staff shall refrain from any action or behaviour at work or in their official capacity which might reflect adversely on the Union. They shall also refrain from any improper conduct at work, including psychological or sexual harassment.
4. The local staff shall refrain from any unauthorised disclosure of information received in their line of duty unless that information has already been made public or is accessible to the public. The local staff have the right to freedom of expression, with due respect to the principles of loyalty and impartiality; they shall refrain from unauthorised publications or public expressions of opinions on matters dealing with the work of the Union.
5. Local staff shall be entitled to exercise the right of association as provided in accordance with Article 7a of the CEOS. Social dialogue on the rights and obligations of the local staff shall be held only with the trade unions or staff associations set out in Article 7a of the CEOS and in accordance with the agreements reached for this purpose.
6. The AACC shall give any instructions necessary to preserve the interests of the service and of the Delegation staff, including and not limited to instructions on security and safety of persons, property and information.
7. The AACC shall adopt guidance policies to assist Delegations in exercising their duty of care towards the local staff in security and emergency situations, within the limits of national and international law.

CHAPTER 4 **GRADING**

Article 9

1. Local staff shall be employed in one of the following six function groups corresponding to the duties to be performed:
 - Group I Local Agent officers with administrative and policy tasks;
 - Group II Local Agent assistants with administrative and policy tasks;

- Group III Local Agent providing mainly administrative and accounting tasks;
- Group IV Local Agent providing office support;
- Group V Skilled manual posts (including driving services);
- Group VI Other manual posts.

2. Each function group shall contain a number of steps to permit the advancement of a member of the local staff, who shall be placed on engagement in a step commensurate with his proven professional experience specific to the post. This step shall be decided for each member of the local staff in accordance with the rules determined in this respect by the AACC.
3. A member of the local staff shall advance annually to the next step in his function group.
4. In exceptional cases, the AACC may, after taking into account the evaluation provided for under Article 10 and after having consulted a joint committee, decide to defer the advancement under paragraph 3. Such deferment shall not constitute a disciplinary measure.
5. The AACC, having consulted a joint committee, may grant a particularly deserving member of the local staff promotion in the form of two additional steps within his function group. A member of the local staff may not be promoted more than four times within a given group.
6. A member of the local staff may move from one function group to another when changing duties to take up a vacant post. A member of the local staff moving to a higher function group shall be placed one step above the step for which the basic salary is closest to but not less than the last basic salary in his previous function group or in the step commensurate with his proven professional experience specific to the post prior to starting employment with the Delegation, whichever is higher.

Article 10

The AACC shall evaluate the performance of the member of the local staff.

CHAPTER 5
WORKING TIME

Article 11

1. The number of working hours per week shall be determined by the AACC.

2. The daily working hours shall be determined by the AACC.
3. The AACC shall adopt rules on flexible working time arrangements.
4. Hours worked in excess of the working hours determined in accordance with paragraphs 1 and 3, and subject to prior written authorisation by the AACC, may be regarded as overtime. Authorisation for overtime shall be restricted to absolute necessity in cases of emergency or exceptional burden of work. Compensation for overtime shall be determined by the AACC.

Article 12

1. Local staff shall be entitled to paid annual leave of not less than 20 working days per year calculated in proportion to the period worked.
2. Annual leave shall be granted by the AACC in order to accommodate the interests of the service and the wishes of the local staff. If the annual leave is broken up into several periods, it should include at least one period of two weeks, unless decided otherwise by the AACC taking into account the interests of the service.
3. A member of the local staff who has not used up his annual leave entitlement after leaving the service shall be paid compensation equal to one thirtieth of his basic monthly salary for each day's leave due to him.

Article 13

Local staff shall be entitled to the public holidays granted by the AACC for their place of employment. The list of public holidays shall be established in accordance with Article 3(1). The 9th of May, anniversary of the Schuman Declaration (Europe Day) shall be a non-working day.

Article 14

In exceptional cases and for duly substantiated reasons, special paid leave may be granted for a short period by the AACC.

Article 15

1. In exceptional cases and for duly substantiated reasons, the AACC may grant local staff unpaid leave taking into account the interests of the service.

2. Employment rights shall be suspended for the period of unpaid leave, save as otherwise provided by the provisions giving effect to social security systems adopted under Article 121 of the CEOS.

Article 16

1. A pregnant member of the local staff shall be entitled, on production of a medical certificate, to paid maternity leave of not less than fourteen weeks.
2. If the period of maternity leave laid down in paragraph 1 extends beyond the end of the contract, the member of the local staff is deemed to remain in service until the end of the maternity leave under paragraph 1. During this period, the member of the local staff shall continue to receive the entitlements laid down in paragraph 4 on the basis of the remuneration she was entitled to in the month preceding the month in which the contract was terminated.
3. The period during which maternity benefits are payable under paragraph 1 may not be extended because of illness or accident.
4. During paid maternity leave the member of the local staff shall be entitled to the basic monthly salary and other allowances which do not constitute reimbursements for work-related expenses.
5. Members of the local staff shall take all necessary action to receive maternity leave entitlements to which they may be eligible by virtue of local law or by virtue of their affiliation to the local social security system and shall declare these entitlements. The payments for maternity leave under this article shall only be made after deduction of any entitlement of a similar nature for which the member of the local staff may be eligible under local law or under the local social security system.

CHAPTER 6 **REMUNERATION**

Article 17

1. The remuneration of local staff comprises a basic salary and allowances provided for by the local law or authorised by the AACC on the basis of widespread local practice.

2. The AACC shall adopt rules for determining and adjusting the remuneration of the local staff, taking into account the following:
 - (a) adjustments required by local law;
 - (b) salaries in international bodies, embassies, and other relevant entities at the place used as a reference by the AACC;
 - (c) any other factors regarded as relevant by that authority.
3. Remuneration shall be determined on a regular basis by the AACC in accordance with the rules adopted under paragraph 2.

Article 18

1. In general, remuneration shall be determined and paid monthly in local currency.
2. The remuneration is subject to all taxes and contributions to local social systems in compliance with local law and to any other deduction required by this Decision or by the provisions giving effect to social security systems adopted in accordance with Article 121 of the CEOS.
3. Where remuneration is not due in respect of a complete month, local staff shall receive one thirtieth of their monthly salary for each calendar day in respect of which remuneration is due.
4. Members of the local staff shall declare any allowances of a similar nature from any other source to which they are entitled and shall take any measures necessary to obtain such allowances. The amount of these allowances shall be deducted from those payable under this Decision.

Article 19

1. The AACC shall recover any sum overpaid if the member of the local staff was aware that there was no due reason for the payment or if the fact of the overpayment was patently such that they could not have been unaware of it.
2. The request for recovery shall be made no later than five years from the date on which the sum was paid. Where the AACC is able to establish that the recipient deliberately misled the Delegation with a view to obtaining the sum concerned, the request for the recovery shall not be invalidated even if this period has elapsed.

Article 20

A member of the local staff travelling on mission and holding a travel order shall be entitled to reimbursement of travel expenses and to daily subsistence allowance in accordance with rules laid down by the AACC.

CHAPTER 7
INCAPACITY FOR WORK

Article 21

1. A member of the local staff who is unable to work shall notify the Delegation on the first day of absence in accordance with rules adopted by the AACC and shall remain reachable at all times. The member of the local staff shall produce a medical certificate if he is absent for three or more calendar days, where the first and the last day shall be working days.
2. The medical certificate shall be submitted on the first working day following the second calendar day of absence.
3. Days of absence without a medical certificate may not exceed two working days in a month and may not exceed twelve working days in one calendar year.
4. If a member of the local staff fails to submit the medical certificate in accordance with the preceding paragraphs, the absence shall be considered as unauthorised, unless the member of the local staff can demonstrate that the failure to submit the medical certificate was due to reasons beyond his control.
5. In the event of an accident at work or of occupational disease, the member of the local staff shall submit to the Delegation a declaration of the accident or occupational disease and a medical certificate in accordance with rules adopted by the AACC.
6. A member of the local staff unable to work may be required to undergo a medical examination by a medical practitioner designated by the Delegation. If the examination cannot take place for reasons attributable to the member of the local staff, his absence shall be considered as unauthorised as from the date that the examination is to take place. If the finding made in the examination is that the member of the local staff is able to carry out his duties, his absence shall be regarded as unjustified from the date of the examination.

Article 22

1. A member of the local staff who is unable to work as a result of sickness or accident shall remain entitled to remuneration during the first thirty calendar days of incapacity. A second period of incapacity occurring within two calendar weeks of the end of a period of incapacity shall be added to the first period of incapacity unless a medical report is produced showing that the second period of incapacity is the result of another illness or another accident.
2. Compensation for loss of earnings to which a member of the local staff is entitled by virtue of his affiliation to a social security scheme shall be deducted from the remuneration paid during this period.
3. From the thirty-first day of incapacity onwards, the member of the local staff shall receive social security benefits in accordance with the provisions of Article 121 of the CEOS.

Article 23

1. The AACC may terminate a contract of employment if, as a result of sickness or accident, the member of the local staff is unable to perform the duties set out in the contract for at least six months in any period of twelve months. In such cases, the member of the local staff shall be entitled to receive a severance grant calculated in accordance with Article 26(4). In countries where social security affords little protection and taking into account the social circumstances of the case, the AACC may decide to extend the ceiling under Article 26(4) from 12 to 18 months' basic salary.
2. If the contract of employment of the member of the local staff in incapacity to work has not been terminated after reaching the six months set out in paragraph 1, the rights of the member of the local staff shall be managed in accordance with the rules applicable to unpaid leave.

CHAPTER 8 **DISCIPLINARY MEASURES**

Article 24

1. Any duly established failure by a member of the local staff to comply with his obligations, whether intentionally or through negligence or recklessness on his part, shall make him liable to one of the following disciplinary measures:

- (a) a warning;
 - (b) a reprimand, with or without deferment of advancement to a higher step by one year;
 - (c) dismissal.
2. A single failure shall not give rise to more than one disciplinary measure.

Article 25

1. No disciplinary measure shall be taken until the member of the local staff has had an opportunity to submit his views. In the case of an oral hearing, the member of the local staff may be assisted, if he so desires, by a person of his choice.
2. The disciplinary measure shall be notified to the member of the local staff in writing.
3. Disciplinary measures shall be issued by the AACC. Dismissals shall be notified by the AACC to the Chair of the relevant Staff Committee.
4. In the event that the AACC starts a disciplinary procedure against a member of local staff for serious misconduct, whether through a failure to abide by professional obligations or through an infringement of the law, the AACC may suspend the member of local staff concerned in accordance with procedures which shall be established for this purpose by the AACC.

CHAPTER 9
TERMINATION OF CONTRACT

Article 26

1. A contract of employment may be terminated:
 - (a) during the probationary period if the work or conduct of the member of the local staff has not proved adequate;
 - (b) by decision of the AACC or at the request of the member of the local staff, at any time during the life of the contract provided notice is given in writing. The period of notice shall be one month. Either party who fails to respect the notice period shall be liable to pay to the other party the remuneration that would have been due for the unelapsed notice period. Requests for annual leave during the notice period may be

refused. The AACC may, in the interests of the service, decide to pay the notice period in lieu after deducting the outstanding annual leave entitlement;

(c) on the last day of the month in which the member of the local staff reaches the age of sixty-five;

(d) for any other reason which normally ends contractual relationships, such as the death of the member of the local staff;

(e) on expiry of the period for which a fixed-term contract was concluded.

2. The contract of a member of the local staff who underperforms or is incompetent in the exercise of his duties may be terminated by decision of the AACC under paragraph 1(b) after the member of the local staff has had an opportunity to submit his views. In the case of an oral hearing, the member of the local staff may be assisted, if he so desires, by a person of his choice.
3. A member of the local staff whose contract is terminated by decision of the AACC may, upon request of the member of the local staff, be authorised by the AACC to be absent from duty during the notice period for the purpose of seeking alternative employment. In the case of such an authorisation, the member of the local staff shall remain entitled to full remuneration if he is absent for no more than one day for each week of notice period.
4. In the event of the activities of the Union in non-member countries being cut back or changed, the member of the local staff whose post is cut shall be entitled to a severance grant not less than one month's basic salary, calculated on the basis of his last monthly basic salary, for each year of service plus one twelfth of this amount for each month of service where the final year has not been served in full. The severance grant under this paragraph may not exceed twelve months' basic salary. The AACC, after consulting a joint committee, may also adopt special and exceptional measures to facilitate the departure of the affected members of the local staff. A member of the local staff shall declare any entitlements of a similar nature received from any other source; the amount of such entitlements shall be deducted from the severance grant payable under this article.

Article 27

1. In the event of the termination of contract by the death of a member of the local staff, his surviving dependants as defined below shall be jointly and equally entitled to a lump sum to provide transitory assistance.

2. The lump sum shall be one month's basic salary for each year of service of the deceased member of the local staff, plus one twelfth of this amount for each month of service where the final year has not been served in full. The lump sum shall be calculated on the basis of the last monthly basic salary and may not exceed twelve months of basic salary.
3. For the purposes of paragraph 1, 'dependants' shall mean the spouse, the legitimate, natural or adopted children under the age of eighteen and any other dependants designated for this purpose by the member of the local staff. In the absence of such a designation, the lump sum shall be paid to the dependants in accordance with local law and practice.
4. In exceptional cases and in countries where social security legislation affords dependants little protection, the AACC may decide additional measures taking into account the family and social circumstances of the case.

CHAPTER 10
APPEALS

Article 28

1. A member of the local staff may submit an appeal to the AACC against an act adversely affecting him within three months of the date of publication of the act if the measure is of general application, or within three months of the date of notification to the member of the local staff concerned if the measure affects a specified person. Appeals shall be submitted to the AACC through the immediate superior of the member of the local staff, except where the appeal concerns that immediate superior, in which case it may be submitted through the superior next above. The AACC shall adopt detailed rules on the form and the procedural requirements for appeals under this article.
2. Appeals shall not have the effect of suspending the contested act.
3. The AACC shall notify its reasoned decision to the member of the local staff within three months from the date on which the appeal was submitted. On expiry of this period, the absence of a reply shall be deemed an implicit rejection of the appeal.
4. The AACC decision on an appeal procedure shall be considered final. However, if new determining facts become known which were unknown to the member of the local staff at the time of the original appeal, he may request the AACC to reconsider the appeal decision within twelve months from the date on which the appeal was submitted.

Article 29

Without prejudice to the agreement concluded between the government of the host country and the Union on the establishment and the privileges and immunities of the Delegation in that host country, a dispute between the institution and a member of the local staff may be referred to the court having jurisdiction under local law after the member of the local staff has exhausted internal appeal procedures under this Decision.

FINAL PROVISIONS

Article 30

Detailed rules and administrative instructions necessary to give effect to the provisions contained in this Decision shall be adopted by the AACC.

Article 31

1. This Decision shall enter into force on xx.xx.xxxx.
2. This Decision shall repeal and replace the Framework rules laying down the conditions of employment of local staff of the Commission of the European Communities serving in non-member countries ('Framework Rules 1990'). The terms of the Framework Rules 1990 may continue to have legal effect under private law in accordance with Article 32(4).

Article 32

The following arrangements shall apply to contracts of employment for local staff already in service when this Decision is adopted:

1. Within three months of the adoption of this Decision, members of the local staff shall decide whether to sign an addendum to their employment contract replacing the references to the Framework Rules 1990 and the Specific Conditions of Employment for local agents in their delegation by a reference to this Decision and the Decisions on social security systems adopted under Article 121 of the CEOS.
2. A member of the local staff who signs the addendum under paragraph 1 shall, upon termination of contract under Article 26(1)(b) and (c) and excluding a termination of contract under Article 24(1) or 26(2), be entitled to a severance grant if he has completed at

least three years of service. This severance grant shall be not less than one month's basic salary, at the highest rate earned by the member of local staff during his period of service, for each year of service plus one twelfth of this amount for each month of service where the final year has not been served in full. The severance grant under this paragraph may not exceed twelve months' basic salary.

3. A member of the local staff who signs the addendum under paragraph 1 may be eligible to benefit from additional social security benefits in accordance with the Decisions on social security systems adopted under Article 121 of the CEOS.
4. A member of the local staff who does not sign the addendum under paragraph 1 shall continue to have his employment conditions managed in accordance with his current employment contract, including references to the Framework Rules 1990 and the Specific Conditions of Employment for local agents in their delegation applicable on the day preceding the date of entry into force of this Decision. He shall benefit from the social security schemes set up by the EU under Article 121 of the CEOS, in accordance with Article 17 of the Joint Decision of the Commission and the High Representative of the Union for Foreign Affairs and Security Policy on autonomous or complementary medical cover for Local Staff in Union Delegations in countries where coverage by the local system either does not exist or is insufficient and Article 11 of the Joint Decision of the Commission and the High Representative of the Union for Foreign Affairs and Security Policy on autonomous or complementary pension benefits for Local Staff in Union Delegations in countries where coverage by the local system either does not exist or is insufficient.
5. By derogation from paragraph 1, the AACC may exceptionally decide to authorise a further period during which members of the local staff under paragraph 4 may be allowed to sign an addendum to their employment contract replacing the references to the Framework Rules 1990 and the Specific Conditions of Employment for local agents in their delegation by a reference to this Decision.

Done at Brussels, [...]

*The High Representative of the Union for
Foreign Affairs and Security Policy*

*For the European Commission
Vice-President*

Federica MOGHERINI



HIGH REPRESENTATIVE
OF THE UNION FOR
FOREIGN AFFAIRS AND
SECURITY POLICY

DRAFT

Brussels, **XXX**
[...] (2017) **XXX** draft

**Joint Decision of the Commission and the High Representative
of the Union for Foreign Affairs and Security Policy**

of **XXX**

**on autonomous or complementary medical cover for Local Staff in Union Delegations in
countries where coverage by the local system either does not exist or is insufficient**

Joint Decision of the Commission and the High Representative of the Union for Foreign Affairs and Security Policy

**on autonomous or complementary medical cover
for local staff in Union Delegations in countries where coverage by the local system either does not exist or is insufficient**

THE EUROPEAN COMMISSION AND THE HIGH REPRESENTATIVE OF THE UNION FOR FOREIGN AFFAIRS AND SECURITY POLICY,

HAVING REGARD TO the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Union laid down by Council Regulation (EEC, Euratom, ECSC) No 259/68¹, in particular Article 121 of the Conditions of Employment of Other Servants of the European Union,

After consulting the Staff Committees of the European Commission and of the European External Action Service,

WHEREAS:

- (1) Article 121 of the Conditions of Employment of Other Servants of the European Union ('CEOS') requires the institution to set up an autonomous or complementary system of social security for local staff working in countries where coverage by the local system either does not exist or is insufficient.
- (2) The existing medical cover, the Complementary Sickness Insurance Scheme for Local Agents in Delegations ('CSISLA'), was set up in 1996² and formally acknowledged by the Joint Decision of the Commission and the High Representative of the Union for Foreign Affairs and Security Policy of 28 May 2015 on the administrative and financial management of assets of the schemes set up to provide autonomous or complementary systems of social security for local staff in Union delegations³.
- (3) The Commission and the High Representative of the Union for Foreign Affairs and Security Policy agree on the need to improve and reform the existing autonomous or complementary medical cover, in accordance with Article 121 of the CEOS which entered into force after the setting up of CSISLA.

HAVE DECIDED AS FOLLOWS:

¹ OJ L 56, 4.3.1968, p. 1., as last amended by Regulation (EU, Euratom) No 1023/2013 of the European Parliament and of the Council of 22 October 2013, OJ L 287, 29.10.2013, p. 15.

² By Note DG(95)17972 of 14 December 1995 from the Director, Directorate E of the Directorate General IA (and implemented by Note IA/D(95)17948).

³ C(2015) 3461 final, 28.5.2015.

GENERAL PROVISIONS

Article 1 *Definitions*

1. For the purposes of this Decision, 'Delegation' shall mean any Union delegation or representative office in a place outside the Union.
2. For the purposes of this Decision 'local staff' shall mean local staff employed on a post contained in the organisation chart of a Delegation⁴.
3. For the purposes of this Decision, 'employer' shall mean the Union institution or body which finances the employment of the member of the local staff concerned.
4. For the purposes of this Decision 'local law' shall mean the applicable legal rules in place where the local staff is engaged to perform their duties.
5. For the purposes of this Decision 'administrative manager' shall mean the administrative manager as determined by the Joint Decision of 28 May 2015⁵.
6. For the purposes of this Decision, 'accident' shall mean an unexpected and unplanned occurrence, the cause or one of the causes of which is external to the victim's organism and which results in the member of the local staff incurring a personal injury, disease or death.
7. For the purposes of this Decision, 'accident at work' shall mean an accident arising from or in connection with work.
8. For the purposes of this Decision 'occupational disease' shall mean a disease contracted as a result of an exposure over a period of time to risk factors arising from work activity.

Article 2 *Scope*

1. The High Representative and the Commission hereby set up a reformed system of social security for medical cover for local staff ('the LA-Medical') based on the principle of social solidarity. Subject to the terms of this Decision, the LA-Medical shall comprise:
 - (a) an insurance against loss of earnings in the event of medical incapacity to work resulting from sickness or accident ('Section I Insurance'), on the terms and conditions set out in this Decision;

⁴ The organisation chart of a Delegation is decided in accordance with the Joint Decision of the Commission and the High Representative of the Union for Foreign Affairs and Security Policy of 28.03.2012 on Cooperation Mechanisms concerning the Management of Delegations of the European Union (JOIN(2012)008).

⁵ Joint Decision of the Commission and the High Representative of the Union for Foreign Affairs and Security Policy of 28 May 2015 on the administrative and financial management of assets of the schemes set up to provide autonomous or complementary systems of social security for local staff in Union delegations.

- (b) an insurance against medical costs ('Section II Insurance'), on the terms and conditions set out in this Decision.
2. When the affiliation of local staff to Section I Insurance or Section II Insurance is not possible or feasible in the local context, the administrative manager may, after having consulted an inter-institutional joint management committee, exceptionally authorise the affiliation of the local staff in the relevant Delegation to another insurance covering similar medical risks. For this purpose, the administrative manager shall always favour collective solutions which are not more expensive for the Union than the employer contributions set out in Article 5.
 3. By derogation from paragraph 1, the Directors General responsible for budget and human resources of the Commission and of the European External Action Service ('EEAS') may decide jointly to offer affiliation to the LA-Medical to other staff engaged locally by the Union. For this purpose, the administrative manager may enter into agreements with other bodies or institutions of the Union on the basis of the terms and conditions stipulated in the aforementioned joint decision. The institution or body responsible for the salaries of the other staff engaged locally and affiliated to LA-Medical under this paragraph shall share the financial responsibility for LA-Medical in proportion to the rights of their respective employees.

*Article 3
Complementarity*

1. The Delegation and the members of local staff shall take the necessary measures to ensure affiliation to any health insurance established or required by local law ('primary insurance'). The LA-Medical shall be complementary to the primary insurance.
2. Members of local staff shall inform the administrative manager in writing of their affiliation to any primary insurance or any other insurance covering the same risks.
3. Members of local staff shall declare any sums to which they may be entitled under a primary insurance and shall take any measures necessary to obtain such sums before introducing a claim under the LA Medical. The amount of primary insurance entitlements shall be deducted from the entitlements payable under this Decision.
4. Where no primary insurance exists, the LA-Medical shall provide an autonomous system of health insurance.

*Article 4
Administrative management of the LA-Medical*

1. The administrative manager shall lay down General Rules giving effect to this Decision ('General Rules') after having consulted an inter-institutional joint management committee.
2. In performing the functions attributed by this Decision and the Joint Decision of 28 May 2015 the administrative manager shall protect the financial balance of the LA-Medical. The administrative manager shall take any measures necessary to avoid or address the risk of structural deficit of the LA-Medical.

3. The administrative manager shall consult medical advisers when their expertise is required.
4. The administrative manager, the inter-institutional joint management committee and the medical advisers shall be bound by rules of confidentiality with regard to medical data to which they have access in the performance of their duties.

Article 5
Contributions

1. By joint decision, the Directors General responsible for budget and human resources of the Commission and of the EEAS shall determine the contributions required for the Section I Insurance and the Section II Insurance, respectively, taking into account the need to protect the financial balance of the LA-Medical and after consulting an inter-institutional joint management committee.
2. The employer shall pay the full contributions for insurance cover relating to accidents at work and occupational disease. For all other cover under the Section I Insurance and the Section II Insurance, one-third of the contributions shall be charged to the affiliated member and two-thirds to the employer.
3. The contribution charged to the affiliated member shall not exceed 2% of their basic salary. An affiliated member who is authorised to work part-time shall be charged contributions to the Section II Insurance on the full basic salary as if they were working full time.
4. Where the affiliated member is no longer receiving a salary, the contribution shall be calculated by reference to the current salary grid for the latest grade and step of the affiliated member at the time when the contribution becomes due.

Article 6
Undue payments

1. Any sum overpaid by virtue of this Decision shall be recovered if the recipient was aware that there was no due reason for the payment or if the fact of the undue payment was patently such that the recipient could not have been unaware of it.
2. The request for recovery shall be made no later than five years from the date on which the sum was paid. Where it is established that the recipient deliberately misled the LA-Medical with a view to obtaining the sum concerned, the request for the recovery shall not be invalidated even if this period has elapsed.
3. An affiliated member who fraudulently obtains or attempts to obtain benefits under the LA-Medical shall be liable to disciplinary measures in accordance with the procedures set out in their employment conditions.

*Article 7
Appeals*

1. An affiliated member may introduce an appeal against a final individual decision adopted under this Decision which adversely affects them, within three months of the date of the notification of the decision to the affiliated member. Appeals shall be submitted to the administrative manager following the procedures set out in the General Rules.
2. The administrative manager shall notify their reasoned decision to the affiliated member after consulting an inter-institutional joint management committee.

INSURANCE AGAINST INCAPACITY TO WORK (SECTION I INSURANCE)

*Article 8
Affiliation*

1. All local staff shall be affiliated to the Section I Insurance unless the administrative manager adopts a decision to exclude the local staff of a Delegation, after having consulted an inter-institutional joint management committee, and on the basis of exceptional grounds including one of the following:
 - (a) affiliation is incompatible with local law;
 - (b) another mandatory insurance prescribed by local law provides the same level of compensation for loss of earnings as provided in Article 9;
 - (c) situations covered by Article 2(2).
2. A member affiliated to the Section I Insurance who is granted unpaid leave shall have the affiliation suspended during the period of unpaid leave.
3. Affiliation to the Section I Insurance shall terminate on the last day of employment of the affiliated member.

*Article 9
Compensation for loss of earnings in the event of medical incapacity to work*

1. Entitlement to compensation for loss of earnings under the Section I Insurance shall be determined by the administrative manager on recommendation by the medical advisers who shall examine a detailed medical report to be submitted by the affiliated member no later than the 31st day of incapacity to work. This report shall include a diagnosis, a description of the symptoms, the cause and the estimated duration of the incapacity to work. The administrative manager may at any time require the affiliated member to undergo additional medical examinations for a second opinion on the entitlement to compensation under this insurance. The cost of these additional medical examinations shall be borne by the LA-Medical.
2. An affiliated member entitled to compensation in accordance with paragraph 1 shall receive a daily compensation for loss of earnings of 100% of 1/30 of their last monthly basic salary. This

compensation is payable from the 31st day to the 180th day of a period of incapacity to work unless the employment relationship is terminated earlier.

3. Beyond the 180th day under paragraph 2, if an affiliated member is still in employment and when the local social security is insufficient, an inter-institutional joint management committee may, upon reasoned request, grant a subsistence allowance until the 270th day of medical incapacity in accordance with the General Rules. By derogation from Article 5(4), contributions to Section I and Section II Insurance shall be calculated on the subsistence allowance granted under this paragraph.
4. The payments under paragraphs 2 and 3 shall be subject to all taxes and contributions to local social systems in compliance with local law and to any other deduction required by this and other decisions giving effect to social security systems adopted in accordance with Article 121 of the Conditions of Employment of Other Servants. The employee contributions shall be deducted from these payments and the employer contributions shall be paid by the Section I Insurance.
5. A period of incapacity to work occurring within fourteen calendar days of an earlier period of incapacity to work shall be added together for the purposes of the previous paragraph, except where the administrative manager determines, on recommendation by the medical advisers who shall examine medical reports submitted by the affiliated member for this purpose, that the second absence is due to a different illness or accident.

INSURANCE AGAINST MEDICAL COSTS (SECTION II INSURANCE)

Article 10 Affiliation

1. All local staff shall be affiliated to the Section II Insurance unless the administrative manager adopts a decision to exclude the local staff of a Delegation, after having consulted an inter-institutional joint management committee, and on the basis of exceptional grounds including one of the following:
 - (a) affiliation is incompatible with local law;
 - (b) another mandatory complementary health insurance is prescribed by local law;
 - (c) situations covered by Article 2(2).
2. A member affiliated to the Section II Insurance who is not in receipt of a salary or payments under the Section I Insurance shall have the affiliation suspended except in cases authorised by the administrative manager in accordance with the General Rules.
3. Affiliation to the Section II Insurance shall terminate on the last day of employment of the affiliated member, without prejudice to a possible extension of affiliation in the following situations:
 - (a) upon request, an affiliated member shall be entitled to have the affiliation extended beyond the retirement or pensionable age, on condition that the affiliated member pays

the full employer and employee contributions set out in Article 5, and on the basis of conditions to be determined by the General Rules;

(b) an extension of the affiliation may, exceptionally, be authorised in accordance with the General Rules.

Article 11
Medical costs covered

1. Members affiliated to the Section II Insurance shall be insured against medical costs incurred in a country where the affiliated member enjoys cover in accordance with Article 13, on the basis of a prescription issued by a medical practitioner legally recognised and authorised for this purpose in that country and subject to the terms of this Decision.
2. The cost of a medical treatment shall only be eligible for reimbursement if it is provided by a medical practitioner or health care provider legally recognised and authorised for this purpose in the country of treatment.
3. The General Rules shall determine, in particular:
 - (a) the types of medical costs eligible for reimbursement;
 - (b) the types of treatment that require prior authorisation;
 - (c) the rates of reimbursement;
 - (d) the maximum reimbursable amounts;
 - (e) the evidence required to justify the medical costs eligible for reimbursement.
4. No reimbursement shall be made in respect of any treatment that requires prior authorisation if the treatment begins before the authorisation is given, unless the administrative manager, after consulting the medical adviser, considers an exception to be justified by medical emergency.
5. No reimbursement shall be made in respect of any treatment which is considered to be non-functional or unnecessary by the administrative manager after consulting the medical adviser.
6. No reimbursement shall be made for the proportion of a medical cost that is deemed excessive by comparison with normal costs in the country where it has been incurred. The proportion of the cost deemed excessive shall be determined on a case-by-case basis by the administrative manager after consulting the medical adviser.
7. Persons covered by the LA-Medical shall be free to choose their practitioners, hospitals and clinics, subject to the conditions set out in Article 13. This freedom of choice shall only apply after the possibilities offered by the primary insurance have been exhausted.

Article 12
Beneficiaries

1. Members affiliated to the Section II Insurance shall be insured against the medical costs incurred by themselves or by their dependants. The eligibility of dependants shall be determined by the administrative manager on the basis of documentary evidence provided by the affiliated member.

2. For the purposes of the previous paragraph, the following persons may qualify as dependants if their status as 'dependants' is recognised under local law:
 - (a) a person who is recognised and registered as the marital partner of the affiliated member under local law;
 - (b) a person who is recognised and registered as the stable non-marital partner of the affiliated member under local law, provided that:
 - (i) the couple produces a legal document issued by the authorities of the state where they are employed, acknowledging their status as non-marital partners;
 - (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.
 - (c) the legitimate, natural or adopted child of the affiliated member or of their partner as defined in (a) or (b) above, who is actually being maintained by the affiliated member, or a child whom the affiliated member has the responsibility to maintain under a judicial decision in the country of employment.

For the purposes of this article, dependant children shall be entitled to benefits:

- (i) automatically, for children up to and including the age of 17 years;
 - (ii) on application submitted by the affiliated member, for children aged from 18 up to and including the age of 25, who are in regular, full-time education;
 - (iii) on application submitted by the affiliated member, for children who are considered by the administrative manager to be prevented by chronic invalidity from earning a livelihood for the duration of that invalidity.
3. By derogation from the previous paragraph, in countries where female affiliated members cannot be recognised as having dependants under local law, the administrative manager shall authorise cover in respect of their dependants on the same terms as if the affiliated member were male under the local law. The administrative manager may also adopt additional rules on the possibility to recognise stable non-marital partners as dependants for the purposes of this article.
4. In order to be eligible as a beneficiary dependant under this article, the annual income of the dependant shall not be higher than the amount set out for this purpose by the administrative manager in the General Rules.
5. The provisions under Article 3 shall apply mutatis mutandis to the beneficiary dependants defined under this article.

Article 13
Geographical coverage

1. The Section II Insurance provides insurance against medical costs incurred in the country in which the affiliated member is employed or medical costs for an urgent and unforeseeable need arising while the affiliated member is on official mission outside the country of employment.

2. In exceptional cases and without prejudicing the financial balance of the LA-Medical, the administrative manager may grant an affiliated member or their dependant beneficiaries prior authorisation to benefit from the Section II Insurance in a country other than the country of employment. Without prejudice to duly justified and serious medical considerations, the authorisation will be subject to the following conditions:
 - (a) the authorisation does not prejudice the complementary nature of the insurance;
 - (b) the LA-Medical does not incur more costs for the medical treatment outside the country of employment than for treatment in the country of employment;
 - (c) the medical treatment outside the country of employment does not make it harder or less feasible for the affiliated member to be able to return to work duties as soon as possible.
3. Medical treatment outside the country of employment started without the prior authorisation set out in the previous paragraph shall not be eligible for reimbursement under the Section II Insurance.

Article 14

Claims for reimbursement and prior authorisation requests

1. Claims for reimbursement of costs and prior authorisation requests shall be made by the affiliated member to the administrative manager following the procedures set out in the General Rules.
2. Claims for reimbursement of medical costs under the Section II Insurance shall be introduced by the affiliated member no later than 18 months from the date of the treatment or medical service giving rise to the cost.
3. Claims introduced after the time limit set out in this article shall not be eligible for reimbursement except where the administrative manager decides that the delay can be attributed to force majeure on the basis of evidence presented by the affiliated member.
4. Claims for supplementary reimbursement in accordance with Article 15 shall be introduced by the affiliated member no later than 6 months from the date of reimbursement of the costs last incurred for treatment or medical service within the 12-month period set out in Article 15(1).
5. Claims introduced for medical costs of dependants incurred before the date when their status as dependants has been determined in accordance with Article 12(1), shall not be eligible for reimbursement.

Article 15

Supplementary reimbursement

1. Where the non-reimbursed part of the total medical costs which are eligible for reimbursement in any period of twelve months exceeds half the average monthly basic salary of the affiliated member for that period, he or she may submit a request for supplementary reimbursement at a

rate of 100% of the non-reimbursed part of these costs which is in excess of half their average monthly basic salary.

2. The medical costs which have already been considered not to be eligible for reimbursement in accordance with Article 14 shall not be eligible for supplementary reimbursement under this article.
3. Where the affiliated member is no longer receiving a salary, the special reimbursement shall be calculated by reference to the basic salary set out in Article 5(4).

FINAL PROVISIONS

Article 16

Entry into force

1. This Decision shall enter into force on xx.xx.xxxx.
2. This Decision replaces the medical cover known as CSISLA and any policy or instruction relating thereto. References to 'CSISLA' in decisions adopted on the basis of Article 121 of the CEOS shall hereinafter be construed as references to 'LA-Medical'.

Article 17

Transitional provisions

A member of the local staff who is affiliated to either or both Sections of the CSISLA on the day preceding the date of entry into force of this Decision shall automatically be affiliated to the corresponding Section I Insurance and Section II Insurance from the date of entry into force of this Decision provided that they still fulfil the conditions for affiliation and provided that the change in affiliation shall not have any negative financial consequences on the rights under CSISLA relating to treatments ongoing on the date of the entry into force of this Decision.

Done at Brussels, [...]

*The High Representative of the Union for
Foreign Affairs and Security Policy*

*For the European Commission
Vice-President*

Federica MOGHERINI



HIGH REPRESENTATIVE
OF THE UNION FOR
FOREIGN AFFAIRS AND
SECURITY POLICY

DRAFT

Brussels, **XXX**
[...] (2017) **XXX** draft

**Joint Decision of the Commission and the High Representative
of the Union for Foreign Affairs and Security Policy**

of **XXX**

**on autonomous or complementary pension benefits for local staff in Union Delegations
in countries where coverage by the local system either does not exist or is insufficient**

Joint Decision of the Commission and the High Representative of the Union for Foreign Affairs and Security Policy

on autonomous or complementary pension benefits for local staff in Union Delegations in countries where coverage by the local system either does not exist or is insufficient

THE EUROPEAN COMMISSION AND THE HIGH REPRESENTATIVE OF THE UNION FOR FOREIGN AFFAIRS AND SECURITY POLICY,

HAVING REGARD TO the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Union laid down by Council Regulation (EEC, Euratom, ECSC) No 259/68¹, in particular Article 121 of the Conditions of Employment of Other Servants of the European Union,

After consulting the Staff Committees of the European Commission and of the European External Action Service,

WHEREAS:

(1) Article 121 of the Conditions of Employment of Other Servants of the European Union ('CEOS') requires the institution to set up an autonomous or complementary system of social security for local staff working in countries where coverage by the local system either does not exist or is insufficient.

(2) The existing pension benefits system for local staff in Delegations was set up in 1996² in the form of a Provident Fund for Local Agents ('PFLA') and formally acknowledged by the Joint Decision of the Commission and the High Representative of the Union for Foreign Affairs and Security Policy of 28 May 2015 on the administrative and financial management of assets of the schemes set up to provide autonomous or complementary systems of social security for local staff in Union delegations³, which responded to requests by local agents and their representatives for investing the surplus assets of the PFLA in accordance with good asset management practices.

(3) The Commission and the High Representative of the Union for Foreign Affairs and Security Policy agree on the need to improve and reform the existing autonomous or complementary pension benefits in accordance with Article 121 of the CEOS which entered into force after the setting up of the current provident fund system.

HAVE DECIDED AS FOLLOWS:

Article 1
Definitions

1. For the purposes of this Decision, 'Delegation' shall mean any Union delegation or representative office in a place outside the Union.

¹ OJ L 56, 4.3.1968, p. 1. , as last amended by Regulation (EU, Euratom) No 1023/2013 of the European Parliament and of the Council of 22 October 2013, OJ L 287, 29.10.2013, p. 15.

² By Note DG(96)896 of 17 January 1996 from the Director, Directorate E of the Directorate General IA.

³ C(2015) 3461 final, 28.5.2015.

2. For the purposes of this Decision, 'local staff' shall mean local staff employed on a post contained in the organisation chart of a Delegation⁴.
3. For the purposes of this Decision 'employer' shall mean the Union institution or body which finances the employment of the member of the local staff concerned.
4. For the purposes of this decision 'local law' shall mean the applicable legal rules in place where the local staff is engaged to perform their duties.
5. For the purposes of this Decision 'administrative manager' shall mean the administrative manager as determined by the Joint Decision of 28 May 2015⁵.

Article 2
Scope

1. The High Representative and the Commission hereby set up a reformed Provident Fund for local staff ('LA-Provident Fund').
2. When the affiliation of local staff to the LA-Provident Fund is not possible or feasible in the local context, the administrative manager may exceptionally authorise the affiliation of the local staff in the relevant Delegation to another pension benefits scheme. For this purpose the administrative manager shall always favour collective solutions which are not more expensive for the Union than the employer contributions to the LA-Provident Fund set out in Article 6.
3. By derogation from paragraph 1, the Directors General responsible for budget and human resources of the Commission and of the European External Action Service ('EEAS') may decide jointly to offer affiliation to the LA-Provident Fund to other staff engaged locally by the Union. For this purpose, the administrative manager may enter into agreements with other bodies or institutions of the Union on the basis of the terms and conditions stipulated in the aforementioned joint decision. The institution or body responsible for the salaries of the other staff engaged locally and affiliated to the LA-Provident Fund under this paragraph shall share the financial responsibility for the LA-Provident Fund in proportion to the rights of their respective employees.

Article 3
Complementarity

1. The Delegation and the affiliated member shall take the necessary measures to ensure affiliation to any pension benefits scheme established or required by local law ('primary insurance'). The LA-Provident Fund shall be complementary to the primary insurance.

⁴ The organisation chart of a Delegation is decided in accordance with the Joint Decision of the Commission and the High Representative of the Union for Foreign Affairs and Security Policy of 28.03.2012 on Cooperation Mechanisms concerning the Management of Delegations of the European Union (JOIN(2012)008)

⁵ Joint Decision of the Commission and the High Representative of the Union for Foreign Affairs and Security Policy of 28 May 2015 on the administrative and financial management of assets of the schemes set up to provide autonomous or complementary systems of social security for local staff in Union delegations.

2. Members of local staff shall inform in writing the administrative manager of their affiliation to any primary insurance.
3. Where no primary insurance exists, the LA-Provident Fund shall provide an autonomous system of pension benefits.

Article 4
Administrative management of the LA-Provident Fund

The administrative manager shall lay down General Rules for giving effect to this Decision ('General Rules') after having consulted an Inter-Institutional Joint Management Committee.

Article 5
Affiliation

All local staff shall be affiliated to the LA-Provident Fund unless the administrative manager, after having consulted an Inter-Institutional Joint Management Committee, adopts a decision to exclude the local staff of a Delegation on the basis of exceptional grounds, including one of the following:

- a) affiliation to the LA-Provident Fund is incompatible with local law;
- b) another mandatory, complementary pension benefits scheme is prescribed by local law;
- c) situations referred to in Article 2(2).

Article 6
Contributions

1. The employer and the affiliated member shall each make a defined contribution to the LA-Provident Fund, calculated as a percentage of the basic salary paid to the affiliated member.
2. Employer and employee contributions shall not be due for periods when an affiliated member is not in receipt of a basic salary, except in cases authorised by the administrative manager in accordance with the General Rules.
3. The employer and the affiliated member shall each contribute no less than 5% and no more than 10% of the basic salary. The rules on setting this percentage shall be determined by joint decision of the Directors General responsible for budget and human resources of the Commission and of the EEAS.
4. The contributions shall be calculated in the currency used for the payment of salaries and shall be collected by the Delegation for payment into the LA-Provident Fund in euros at the exchange rate applicable on the date of the levy.
5. The defined contributions shall be registered to the name of the affiliated member for whom they are made.

Article 7
Settlement of individual rights

1. When the employment of the affiliated member terminates, he or she shall receive settlement of their individual LA-Provident Fund rights calculated as the amount held in their name together with the return generated thereon as at the date of termination of the employment, after deduction of any amounts due by the affiliated member to the employer. The resulting individual rights shall be paid promptly upon termination of employment and in no case later than three months from the last day of employment, without prejudice to the provisions of paragraphs 2 and 3.
2. Further contributions may be generated through retroactive salary adjustments made after the last day of employment. These contributions and their generated return shall be paid to the affiliated member no later than three months from the day on which the last contributions were made.
3. In the event of the death of the affiliated member, the amounts referred to in paragraphs 1 and 2 shall be paid to the legal heirs within a reasonable time in accordance with local law and practice.
4. The individual rights under this Article shall be calculated in euros. These rights shall be paid in the currency of the salary unless the administrative manager authorises payment in euro upon reasoned request by the affiliated member and in compliance with local law. The LA-Provident Fund individual rights are paid on the bank account held by the affiliated member in the country of employment and notified to the Delegation for the payment of the salary. The administrative manager may authorise the payment of these rights into another financial institution upon reasoned request by the affiliated member and in compliance with local law. For the purposes of this paragraph, the affiliated member shall provide the Delegation with all the necessary information to enable it to settle the LA-Provident Fund rights.
5. The obligation of the LA-Provident Fund to settle individual rights shall be prescribed if, after two years from the dates when the rights become due, the payment is not possible due to absence of the information required under paragraph 4. Upon reasoned request, the administrative manager may decide to authorise the payment of individual rights which have so become prescribed, if the failure to provide information by the affiliated member can be reasonably justified.
6. The provisions of this article shall also apply to cases when affiliation to the LA-Provident Fund is terminated by decision of the administrative manager in accordance with Article 5.

Article 8
Undue payments

1. Any sum overpaid by virtue of this Decision shall be recovered if the recipient was aware that there was no due reason for the payment or if the fact of the undue payment was patently such that the recipient could not have been unaware of it.

2. The request for recovery shall be made no later than five years from the date on which the sum was paid. Where it is established that the recipient deliberately misled the LA-Provident Fund with a view to obtaining the sum concerned, the request for the recovery shall not be invalidated even if this period has elapsed.

Article 9
Appeals

1. An affiliated member may introduce an appeal against a final individual decision adopted under this Decision which adversely affects them, within three months of the date of the notification of the decision to the affiliated member. Appeals shall be submitted to the administrative manager following the procedures set out in the General Rules.
2. The administrative manager shall notify their reasoned decision to the affiliated member within three months from the date on which the appeal is submitted. On expiry of this period, the absence of a reply shall be deemed an implicit rejection of the appeal.

Article 10
Entry into force

1. This Decision shall enter into force on xx.xx.xxxx.
2. This Decision replaces the provident fund known as Provident Fund for Local Agents ('PFLA') and any policy or instruction relating thereto. References to a provident fund set up by the Union or to the PFLA in decisions adopted on the basis of Article 121 of the CEOS shall hereinafter be construed as references to the LA-Provident Fund.

Article 11
Transitional provisions

A member of the local staff who is affiliated to the PFLA on the day preceding the date of entry into force of this Decision shall automatically be affiliated to the LA-Provident Fund from the date of entry into force of this Decision provided that they still fulfil the conditions for affiliation.

Done at Brussels, [...]

*The High Representative of the Union for
Foreign Affairs and Security Policy*

*For the European Commission
Vice-President*

Federica MOGHERINI