

DECISION 20/2014/GB

OF THE GOVERNING BOARD OF THE EUROPEAN POLICE COLLEGE

LAYING DOWN RULES GOVERNING THE ORGANISATION OF MEETINGS

OF THE GOVERNING BOARD, THE NETWORK, PRESIDENCY HANDOVER,

WORKING GROUPS, OTHER AD HOC AND EXPERT MEETINGS

AND REPEALING DECISION 8/2007/GB

Adopted by the Governing Board
by written procedure
on 31 July 2014

THE GOVERNING BOARD,

Having regard to Council Decision 2005/681/JHA¹, and in particular Articles 1(2) and 10(6) thereof;

Having regard to Decision 1/2014/GB of the Governing Board of the European Police College adopting the Financial Regulation and repealing Decision 28/2011/GB²;

Having regard to Decision 09/2014/GB of the Governing Board of the European Police College concerning its rules of procedure and repealing Decision 33/2011/GB of the Governing Board of the European Police College³;

Having regard to Decision 13/2012/GB of the Governing Board of the European Police College laying down the criteria and procedure for the creation and functioning of CEPOL working groups and repealing Decisions 10/2007 and 11/2007 of the CEPOL Governing Board⁴;

Whereas:

- (1) Continuity between the terms of Presidencies should be assured.
- (2) The expenditure for organising CEPOL meetings should be borne by the budget of CEPOL, regardless of the organiser.
- (3) The reimbursement of expenditure for attending meetings should ensure equal conditions for the Member States, also taking into account the role of the National Training Institutes in the activities of the European Police College.
- (4) For the purpose of transparency, it is desirable to lay down rules governing the organisation and covering the costs of organising and attending CEPOL meetings.

HAS ADOPTED THIS DECISION:

CHAPTER 1 GENERAL PROVISIONS

Article 1 *Scope*

This decision shall govern the organisation and the covering of the costs for attending and organising meetings of the:

¹ OJ L 256, 1.10.2005, p. 63. Decision as amended by Regulation (EU) No 543/2014 (OJ L 163, 29.5.2014, p. 5).

² Adopted by the Governing Board on 21 February 2014

³ Adopted by the Governing Board on 19 May 2014

⁴ Adopted by the Governing Board on 23 May 2012

- a. Governing Board of the European Police College (hereinafter referred to as “CEPOL”);
- b. Network, Presidency Handover, Working Groups as established by the Governing Board, Project Groups as well as other Ad Hoc and Expert meetings;

Article 2 Organisers

1. The meetings of the Governing Board shall be organised by the Member State holding the Presidency of the Council of the European Union while the Presidency Handover Meeting by the Member State holding the Incoming Presidency.
2. The meetings of the Network, Working Groups, Project Groups, as well as other Ad Hoc meetings shall preferably be organised at the seat of the European Police College. At the request of the relevant Chair or Organiser and pursuant to the authorisation of the Director, they can be held in a Member State. In the latter case, they should preferably be organised in Police Colleges or a similar venue.

Article 3 Meeting calendar

The Director, after having consulted the Presidency, shall present a meeting calendar covering the term of the incoming Presidency at the meeting of the Governing Board of the current Presidency for approval. The meeting calendar shall list all meetings and specify date and duration for each meeting.

CHAPTER 2 COVERING OF COSTS FOR ATTENDING MEETINGS

Article 4 Governing Board

CEPOL shall cover the cost of travel expenditure for attending meetings of the Governing Board for:

- a. up to two delegates per Member State;
- b. guests of the Presidency, if invited with the prior agreement of the Director.

The provisions of art. 9 (a) of this Decision apply.

*Article 5
Network and Ad Hoc meetings, Working Groups, Project Groups and Expert Meetings*

CEPOL shall cover travel expenditure for members of Network and Ad Hoc meetings, Working Groups, Project Groups as well as the chairs of the respective meetings, and, if invited with the prior agreement of the Director, guests of the chairs.

*Article 6
Presidency Handover Meetings*

1. The Presidency Handover meeting at the end of each Presidency takes place at the country of the Incoming Presidency.
2. CEPOL shall cover travel expenditure, meals and accommodation costs for attending Presidency Handover Meetings for up to two delegates of the current Presidency, and for one delegate of the second incoming Presidency. For the representatives of the incoming Presidency CEPOL covers the meals. Presidency Handover Meetings shall preferably be combined with other meetings.
3. CEPOL shall cover travel expenditure and accommodation costs for one delegate of other Member States invited by the Presidency, with the prior agreement of the Director.
4. The composition of the Presidency Handover Meetings is at the discretion of the incoming Presidency within the framework defined in the second paragraph of this article.

*Article 7
Observers*

Costs for Observers shall not be paid by CEPOL nor be eligible for reimbursement.

*Article 8
Staff of the Presidency, Chairs and Organisers*

1. Only in cases where the CEPOL Secretariat does not support a meeting, one member of the staff of the Presidency or of the chairs, is entitled to reimbursement of travel expenditure.
2. Costs for salaries of the staff of the Presidency and of the chairs shall not be paid by CEPOL nor be eligible for reimbursement.

*Article 9
Travel*

Travel by air, rail or any other means of transport shall follow the provisions of the CEPOL Mission Guidelines (GB Decision 33/2009, or other relevant decisions).

Article 9 (a)
Local Transport

Local transport between the place of residence or employment and a railway station, port or airport shall not be covered by CEPOL nor be eligible for reimbursement. However, transfers between a railway station, port or airport and a meeting venue shall be covered by CEPOL.

CHAPTER 3
COVERING OF COSTS FOR ORGANISING MEETINGS

Article 10
General provisions

1. CEPOL shall reimburse the costs for local transport up to €60 per participant, in case the organiser provides transport between the airport or station and the meeting venue. In case the meeting venue is a college and the distance between the airport or station and the college results in local transport costs exceeding €60 per participant, a higher ceiling can be authorised by the CEPOL Director. If a collective transfer by bus/car between the hotel and the meeting venue, is organised, CEPOL shall reimburse costs up to a maximum of €300/day. The above shall also apply to guests, if invited with the prior agreement of the Director.
If an organiser provides local transportation for participants, reimbursement shall be based on an invoice justified with the vehicle log sheet completed, dated and signed.
2. Costs for translation and interpretation shall not be reimbursed.

Article 11
Governing Board

1. CEPOL shall cover the costs for meeting rooms, printing, technical equipment, other administrative costs and costs for meals to participants, up to a total of:
 - (a) €17.000, in case one meeting of the Governing Board per term of a Presidency is organised;
 - (b) €34.000, in case two meetings of the Governing Board per term of a Presidency are organised;
2. CEPOL shall cover the transport costs up to € 60 per eligible participant, in case the organiser provides transport between the airport or station and the meeting venue, within the total amount given in Subparagraphs (a) and (b) of Paragraph (1) of this Article.

3. CEPOL shall cover the costs for accommodation provided to guests of the Presidency, if invited with the prior agreement of the Director, within the total amounts given in Paragraph (1) of this Article.
4. The organiser shall indicate the costs of accommodation and meals to be borne by non-eligible participants in the invitation letter.

Article 12

*Network meetings, Working Groups, Project Groups,
Ad Hoc, Expert and Presidency Handover Meetings*

1. CEPOL shall cover the accommodation costs per night per eligible participants as defined in Articles 5, 6 and 8 of this Decision, up to the hotel ceiling as established by Article 13(2) of Annex VII to the Staff Regulations of officials of the European Union ⁽¹⁾. The above shall also apply to guests, if invited with the prior agreement of the Director.
2. CEPOL shall cover meal costs per eligible participants as defined in Articles 5, 6 and 8 of this Decision and, if invited with the prior agreement of the Director, per guests of the chair, up to the equivalent of:

Breakfast	15% of the Daily allowance relevant to the country where the event takes place.
Lunch (including beverages)	30% of the Daily allowance relevant to the country where the event takes place.
Dinner(including beverages)	30% of the Daily allowance relevant to the country where the event takes place.
Coffee/tea break	12.5% for the Daily allowance relevant to the country where the event takes place
<i>(Refer to template RG03 DSA/Hotel ceilings or Commission decision C(2008) 6215 final)</i>	

as established by Article 13 (2) of Annex VII to the Staff Regulations of officials of the European Union.

3. In case the meeting of the Network, Working Group, Project Group, Ad Hoc, Expert or Presidency Handover Meeting takes place in a Police College, notwithstanding Paragraphs (1) and (2) of this Article, CEPOL shall cover the costs for accommodation and for meals per eligible participants as defined in Articles 5, 6 and 8 of this Decision, at the regular rates of the College.
4. CEPOL shall cover costs for meeting rooms, printing, technical equipment and other meeting related costs up to €300 per half meeting day of at least four hours duration.
5. At the request of an organiser, CEPOL may arrange travel and logistics for meetings through its service provider(s).

⁽¹⁾ OJ L 56, 4.3.1968, p. 1. Regulation as amended by Regulation (EC, Euratom) No 1895/2006 (OJ L 397, 30.12.2006, p. 6).

Article 13
Agreement for organising meetings

1. Within ten weeks after the approval of the meeting calendar, as referred to in Article 3 of this Decision, CEPOL shall send to the organiser a draft agreement containing :
 - (a) the specifications of the meeting, as referred to in Articles 2 and 3 of this Decision;
 - (b) the estimated number of delegates, guests, observers and staff of the Presidency, Chairs and Organisers on the basis of Articles 4 to 8 of this Decision;
 - (c) a budget based on the applicable provisions of this Decision.
2. The organiser may propose amendments or confirm the agreement within two weeks after its receipt.
3. Where relevant, the agreement with the components, as listed in Paragraph 1 of this Article, shall be signed by the Director and an authorised representative of the organiser within fourteen weeks after the approval of the meeting calendar, as referred to in Article 3 of this Decision.
4. In line with the preceding paragraph, in case a meeting is not organised by the Member State chairing the respective meeting or the Member State the chair is a citizen of, the agreement, as referred to in Paragraph 3 of this Article, shall be presented to the chair for approval within two weeks after its receipt.
5. Any increase of the number of guests and any change of the venue shall be subject to the prior approval of the Director and, if applicable, to the procedure as laid down in Paragraph 4 of this Article.

CHAPTER 4
AMENDMENTS TO THE MEETING CALENDAR

Article 14
Amending procedure

1. An approved meeting calendar, as referred to in Article 3 of this Decision, may be amended by decision of the Director after an agreement with the chair of the respective meeting. The Director shall inform all national contact points, as referred to in Article 14 of Council Decision 2005/681/JHA ⁽¹⁾, about any amending decision.
2. Any amending decision shall imply a revision of corresponding agreements for organising meetings which shall follow the procedure laid down in Article 15 of this Decision. In case a meeting is added to the meeting calendar, an agreement shall be concluded by following the procedure laid down in Article 15 of this Decision.

⁽¹⁾ OJ L 256, 1.10.2005, p. 63.

3. Article 13(5) of this Decision shall remain unaffected.

Article 14a
Reimbursement following amendments

In the event of an amendment to the meeting calendar, non-refundable expenditures for services which are eligible for reimbursement pursuant to this Decision shall be reimbursed by CEPOL, when not effected prior to the approval of the amended calendar, as referred to in Article 3 of this Decision, and when not effected after a Decision by the Director has been announced, as referred to in Article 16(1) of this Decision.

CHAPTER 5
REIMBURSEMENT PROCEDURE

Article 15
Beneficiaries/Payees

1. The reimbursement for attending meetings, as referred to in Chapter 2 of this Decision, shall be claimed by an authorised representative of the representative's employer, who can be the representative himself/herself.
2. The reimbursement for organising meetings, as referred to in Chapter 3 of this Decision, shall be claimed by an authorised representative of the organiser.
3. Reimbursements shall not be paid to individuals.

Article 16
Documentation

1. The use of templates provided by the CEPOL Secretariat, facilitating the coverage of costs and reimbursement, shall be obligatory.
2. All expenditure and costs shall only be covered or reimbursed on presentation of appropriate documentation. In particular the documentation shall include:
 - a. Original claim for reimbursement, duly signed and dated by the authorised representative of the organiser, including date, amount, currency and reference
 - b. Justifying documents for costs incurred by the organiser:
 - i. Originals or electronic copies of receipts;
 - ii. For travel by air, originals or electronic copies of boarding passes;
 - iii. For travel by car (or other means of transport), originals or electronic copies of petrol receipts or other appropriate receipts proving the travel;
 - iv. A translation into the English language of all relevant parts of receipts.

If an original document cannot be provided, a specific declaration stating “The original document cannot be provided and the reimbursement will not be received from any other source” shall be signed by an authorised staff member of the claimant and provided with the claim.

3. In case the organiser offers free accommodation and/or meals, a confirmation of the participants shall be attached to the reimbursement claim of the organiser, stating that the participants will inform the sending organisation about the received benefits.

Article 17 Advance Payment

1. On request of an organiser, CEPOL shall pay an advance of up to 75 % of the final budget, as referred to in Article 13(3) of this decision. The advance payment should be paid at least one month before the meeting takes place, subject to financial provisions applicable to CEPOL and availability of funds.
2. No advance payments of costs for attending meetings shall be made.

Article 18 Preclusion Period, Exchange Rate and Payment

All claims shall be sent to the CEPOL Secretariat within two months after the meeting has been implemented or was cancelled. All non-Euro transactions shall be carried out by using the monthly exchange rate of the Commission’s Accounting Officer. The payment shall be made in the currency of claim for reimbursement within 60 calendar days after the claim has been received.

CHAPTER 6 FINAL PROVISIONS

Article 19 Exemption clause

1. In duly substantiated cases, the Director may depart from the provisions laid down in this Decision.
2. If in the predominant interest of CEPOL, the Director may approve the covering of mission costs of the former, current or incoming Presidency for attending meetings with the EU Institutions or with the CEPOL Secretariat on the basis of the regulations applicable to CEPOL staff pursuant to Article 13(1) of Council Decision 2005/681/JHA¹, except daily allowances.

¹ OJ L 256, 1.10.2005, p. 63. Decision as amended by Regulation (EU) No 543/2014 (OJ L 163, 29.5.2014, p. 5).

Article 20
Combating fraud

The Court of Auditors and OLAF may, if necessary, carry out on-the-spot checks among the recipients of CEPOL's funding and the agents responsible for allocating it.

Article 21
Settlement of disputes

Any dispute concerning the implementation of this Decision, which cannot be settled amicably, shall be referred for final decision to the Governing Board.

Article 22
Entry into force

This decision shall take effect on the day following that of its adoption.

Done in Rome, 31 July 2014

For the Governing Board

Rossanna Farina
Chair of the Governing Board