

Decision of the Executive Director 42/2017/DIR
Amending Decision 33/2017/DIR on financial rules for CEPOL's residential training activities

Adopted by the Executive Director

On the 7 August 2017

THE EXECUTIVE DIRECTOR,

Having regard to Regulation (EU) 2015/2219 of the European Parliament and of the Council of 25 November 2015 on the European Union Agency for Law Enforcement Training (CEPOL) and replacing and repealing Council Decision 2005/681/JHA¹ (hereinafter the 'CEPOL Regulation') and in particular Articles 4 (2)(a) and 19 (1) thereof,

Having regard to the Governing Board Decision 01/2014/GB of 21 February 2014 adopting the Financial Regulation and repealing decision 28/2011/GB, and in particular to Chapter 5 thereof regarding expenditure operations,

Having regard to the Decision 10/2016/GB of 24 May 2016, concerning the delegation to the Executive Director to make non-substantial amendments to the annual work programme of the Agency,

Having regard to Decision 7/2016/MB of the Management Board of the European Union Agency for Law Enforcement Training adopting the draft Single Programming Document: years 2018-2020²,

Whereas:

- (1) The Management Board adopted on 28 June 2017 the Decision 14/2017/MB on Repealing Decision 30/2006/GB Laying Down Administrative Rules, Commitments and Guidelines for its Courses, Seminars, and Conferences and Repealing Decision 20/2006/GB of the Governing Board of the European Police College.
- (2) The financial rules for CEPOL residential activities are now reflected in the Decision of the Executive Director 33/2017/DIR which was adopted on 29 June 2017,
- (3) It was found that Article 3 (2) (a) of the Decision 33/2017/DIR was vitiated by a clerical error. More specifically, whereas it made reference to the term 'certified copy' no such term was included in the list of definitions contained in Article 1 of the said Decision. ,
- (4) In light of the above, there is a need to amend Article 3 (2) (a) and to include a definition of the term 'certified copy' in Article 1 of the said Decision.

HAS DECIDED:

Article 1

1. Article 3 (2) (a) of the Decision of the Executive Director 33/2017/DIR is hereby amended as follows: the phrase: "in accordance with the requirements as stated in Article 10" is deleted.
2. A new paragraph is to be added to Article 1 of the Decision of the Executive Director 33/2017/DIR as follows: "1.13 Certified copy: A hard copy of a document containing the text: 'Certified Copy' and the date, name and signature of the certifying authority. Any certified copy provided as a requirement for reimbursement, should in addition contain the following text: 'the original document cannot be provided and reimbursement will not be received from any other source.'"

¹ OJ L 319, 4.12.2015, p.1.

² Management Board Decision 07-2016-MB on draft Single Programming Document 2018-2020

Article 2
Financial rules for residential training activities

The organisers of CEPOL residential training activities shall follow the financial rules set down in Annex 1 to this Decision as amended in light of Article 1 of the present Decision.

Article 2
Entry into force

This Decision shall enter into force on the day of its adoption and take effect for the residential activities in the Work Programme of 2018 and onwards.

Budapest, 7 August 2017

A handwritten signature in blue ink, consisting of the initials "P.P." followed by a stylized, cursive signature.

Prof.h.c. Dr. Ferenc Bánfi
Executive Director

Annex 1

Financial rules for CEPOL residential training activities

Article 1: Definitions

1.1 Residential training activity: a physical gathering of participants and trainers for a certain number of days for the purpose of transfer of knowledge, expertise and skills from trainers to participants, facilitated by the organiser. This may require a preparatory meeting.

1.2 Organiser: a framework partner or CEPOL preparing all aspects of a residential training activity, covering the content and logistics, following the timeline for residential training activities. The organiser is free to organise the respective work as necessary by having an activity manager and staff meant to assist (moderators) with the organisation of content and/or logistics.

1.3 Participants: natural persons who benefit from a residential training activity in terms of learning outcomes. Participants are nominated by the authorities to which they are affiliated. Such authorities can be from:

- EU Member States participating in the CEPOL Regulation,
- EU Member States,
- Third parties having a working arrangement with CEPOL, or
- Third parties on an ad-hoc basis.

1.4 Trainers: natural persons who transfer their knowledge, expertise and skills, and prepare the learning in cooperation with the organiser. Trainers can be from:

- Law enforcement agencies and training institutions,
- EU Agencies or bodies,
- the framework partners,
- international or regional organisations and entities,
- private sector,
- academia, or
- other relevant entities.

1.5 Facilitation: represents a variety of organisational steps and coordination of tasks of all involved parties and logistics.

1.6 Preparatory meeting: a physical gathering for the purpose of preparing the content of a residential training activity, in case the preparation cannot take place via a web conference.

1.7 Timeline for residential training activities: a list of milestones to be performed by the organiser within the given deadlines and having as an outcome the described deliverables listed in Annex I.

1.8 Networking event: an activity designed to increase motivation and promote cooperation among the participants of a residential training activity. A networking event shall be organised after the training day, either before or after dinner. It shall be indicated on the agenda.

1.9 Venue of the residential training activity: the location or locations the residential training activity takes place depending on the agenda as decided by the Organiser.

1.10 Training day: defined as a day having 6 training hours of 60 minutes. The lengths of training segments can be divided in various ways, however the total training time per day shall amount to 360 minutes.

1.11 Self-payer Participant and Self-payer Trainer: Participants and Trainers to residential training activities from EU bodies or on the basis of Cooperation Agreements, Working arrangements, or Memoranda of Understanding with organisations and third parties, who bear the cost of their participation on their own.

1.12 Approved-costs Trainer: a Trainer who was expected to be a self-payer but his/her sending organisation has declared that due to financial constraints it would not be able to cover the costs. CEPOL may approve to cover such costs exceptionally if the input of the Trainer is important to attain the objectives of the activity.

1.13 Certified copy: A hard copy of a document containing the text: 'Certified Copy' and the date, name and signature of the certifying authority. Any certified copy provided as a requirement for reimbursement, should, in addition, contain the following text: 'the original document cannot be provided and reimbursement will not be received from any other source.'

Article 2: List of costs and modalities of reimbursement

The different costs occurring in relation to a residential training activity are to be reimbursed by different actors as follows:

	Cost	For whom	Covered by	Remark
2.1	Cost of transfer	Participant	Participant's sending authority up to 300 km	
2.2	Cost of transfer	Trainer	Framework partner reimbursed by CEPOL	Possible
2.3	International travel	Participant	CEPOL	
2.4	International travel	Trainer	Framework partner reimbursed by CEPOL	
2.5	Transport cost (at arrival and departure between airport/station and hotel/venue)	Participant & Trainer	Framework partner reimbursed by CEPOL or Participant's sending authority if Framework Partner does not provide such. In the latter case the costs are not reimbursed by CEPOL	Optional for Framework partner
2.6	Local transport to venue	Participant & Trainer & Organiser	Framework partner reimbursed by CEPOL	Possible
2.7	Accommodation	Participant & Trainer & Organiser	Framework partner reimbursed by CEPOL	
2.8	Meals	Participant & Trainer & Organiser	Framework partner reimbursed by CEPOL	
2.9	Refreshments	Participant & Trainer & Organiser	Framework partner reimbursed by CEPOL	
2.10	Networking event	Participant & Trainer & Organiser	Framework partner reimbursed by CEPOL	Possible
2.11	Fee for trainers	Trainer	Framework partner reimbursed by CEPOL	Possible
2.12	Interpretation	Residential training activity	Framework partner reimbursed by CEPOL	Possible
2.13	Technical equipment	Residential training activity	Framework partner reimbursed by CEPOL	Possible

2.14	Lecture material	Residential training activity	Framework partner reimbursed by CEPOL	Possible
2.15	Service provider fees	Residential training activity	Framework partner reimbursed by CEPOL	Possible
2.16	Indirect costs	Residential training activity	Framework partner after having received the grant	
2.17	Self-payers	Participant & Trainer	Participant's and Trainer's sending authority	
2.18	Approved costs	Approved Trainer	Framework partner reimbursed by CEPOL	Possible

2.1 Cost of transfer for participants: the cost of the transfer from the place of duty to the place of departure for international travel shall be covered by the participant's sending authority where the distance between the two places does not exceed 300 km. Where it exceeds 300 km, the travel becomes part of the cost of international travel (see item 2.3).

2.2 Cost of transfer for trainers: the cost of the transfer from the place of duty to the place of departure for international travel shall be reimbursed by CEPOL to the party organising the residential training activity. Travel costs for domestic trainers from the host country who do not belong to the organiser may also be reimbursed based on the same provisions.

2.3 Cost of international travel for participants: the cost of travel by plane, train, bus, ferry or car in the most economical way, bringing the traveller to the venue of the residential training activity and back. The travel shall be organised in a manner allowing participants full participation at the event. The travel shall be organised by CEPOL based on Travel Requests collected by the organiser and the cost shall be borne directly by the Agency. It is the responsibility of the sending authority (CNU, NCP or OCP) to check whether the data provided in the Travel Request is correct. CEPOL may require the recovery of costs from the sending authority where the ticket is not used for the purpose of attending the residential activity, except if the cancellation reason is related to medical reasons (a medical certificate needs to be submitted to CEPOL), a serious emergency in the immediate family or a national calamity.

Participants who do not wish to use the central booking as provided by the Agency have to communicate this via the travel request form. In such cases, the reimbursement shall take place between CEPOL and the authorities to which the participants are affiliated to.

It shall be applied based on value for money principle, thus preventing the use of e.g. car travel if the train/flight would be cheaper. Travel time versus travel cost shall be considered too. It is expected that this will be used for short distances.

Travel by car, as indicated on the Travel Request form, will be reimbursed at € 0.22/km to which toll fees and parking costs can be added. The maximum reimbursement for car travel shall not exceed EUR 220 to which toll fees and parking costs can be added.

2.4 Cost of international travel for trainers: the cost of travel by plane, train, bus, ferry or car, bringing the traveller to the venue of the residential training activity and back. The travel dates shall, in principle, correspond to the dates of the residential training activity, notwithstanding the possibility for the trainers to indicate different dates, provided that the costs of the international travel are not higher. The booking of the tickets can be performed by the party organising the residential training activity.

Travel by plane shall be reimbursed by CEPOL only up to the rate of economy or flexi economy tickets.

Travel by train shall be reimbursed on the basis of first-class travel by the shortest and most effective route. The following expenses shall also be reimbursed: the cost of seat reservation with additional reimbursements allowed for fast trains and accommodation in a single sleeper where the journey includes not less than six hours of night travel between 22.00hrs. and 07.00hrs.

Travel by car shall be reimbursed on the basis of a fixed kilometre allowance at €0.22 per kilometre, for the shortest and most effective route. Other expenses, like toll charges, parking fees, ferry crossing etc., can also be reimbursed after submitting the corresponding supporting documentation. The reimbursement shall be done based on the vehicle log sheet which has to be completed and signed.

2.5 Cost of transport - the cost of transport from the airport/station to the place of accommodation. The organiser can decide whether to provide this or not. Where the party organising the residential training activity has decided to provide for this, it shall be reimbursed by CEPOL. Where the party organising the residential training activity has decided not to provide for such an option, the cost shall be borne by the sending authority. In the latter case, CEPOL will not reimburse the costs. The same provision shall apply for a traveller who needs to arrive directly to the venue where the residential training activity takes places.

The transport arrangement can be provided partially e.g. for persons arriving late or for the trainers. The party organising the residential training activity needs to take into account that the preferred option shall be to use public transport if there are sufficient public transport connections from the airport to the hotel.

CEPOL shall reimburse a maximum of EUR 60 per individual against an invoice. Where the venue where the residential training activity takes places is at a distance resulting in costs exceeding €60 per individual, a higher maximum amount can be agreed upon by the CEPOL Executive Director.

2.6 Cost of local transport to venue: if required, the transport by bus or car between the hotel and the venue where the residential training activity takes place shall be reimbursed by CEPOL up to EUR 300/ per day based on an invoice justified with the vehicle log sheet completed, dated and signed. Costs will be covered for bus transportation to a dinner if necessary.

2.7 Cost of accommodation to a hotel or equivalent, where accommodation in law enforcement facilities is not feasible, shall be reimbursed by CEPOL. Such costs cannot exceed the ceilings set by Article 13(2)(a) of Annex VII to the Staff Regulations³ relevant to the country where the residential training activity takes place. Priority should be given to hotels with three-star standard.

2.8 Cost of meals for participants, trainers, moderators, event manager and an administrative assistant, covering breakfast, lunch, dinner shall be reimbursed by CEPOL on the basis of the following ceilings expressed in percentages of the daily allowance (DA) corresponding to the country where the residential training activity takes place: 15% of DA for breakfast, 30% of DA for lunch, 30% of DA for dinner. Notwithstanding this, flexible use of the percentage within the same day is allowed, though total ceilings per day (75% of DA) shall be kept.

Costs for invited guests for dinner (e.g. representatives of the ministries/academies) are permitted. Such invitations need to be documented in the submission.

³ Last amended by Commission delegated Regulation (EU) 2016/1611 of 7 July 2016.

In the case of a large event, such as a conference, meal costs for additional supporting staff will be covered.

2.9 Cost of refreshments: the cost of water, coffee, tea or similar refreshments provided during the residential training activity shall be reimbursed by CEPOL, up to 12.5% of the daily allowance (DA) corresponding to the country where the residential activity takes place.

2.10 Cost of a networking event shall be reimbursed once per activity up to 15% of the daily allowance (DA) relevant to the country where the residential training activity takes place. It can cover costs related to consumables, small pieces of stationery, refreshments, and public transport tickets if related to the team building event, for activities as follows:

- Intellectually challenging game – stationery may be needed and refreshments provided
- Sport activity – stationery may be needed and refreshments provided

It is not intended for meals or extension of meals. Character of the team building event shall be described in the agenda.

Costs for invited guests to a networking event (e.g. representatives of the ministries/academies) are permitted. Such invitations need to be documented in the submission.

2.11 Fees for training services of the trainers, including trainers who are staff of the framework partner organising the residential training activity, may be paid by the party organising the residential training activity, which will be later reimbursed by CEPOL. Where the trainer comes from a law enforcement institution, the fee shall be paid to his/her institution. The fee/salary compensation has to be based on the training service agreement, as provided in a template by CEPOL, between the organiser and the trainer. A maximum of EUR 75 per hour per person can be paid (no taxes, nor insurance). The total cost of EUR 450 per day per person may only be exceeded with the prior approval of CEPOL Executive Director. The fee can also cover work performed by the trainer for an ex-ante or an ex-post part (online) of the learning.

University academics engaged in the implementation of the CEPOL European Joint Master Programme EJMP can receive a fee up to EUR 100 per hour for direct lecturing, development of electronic material including coaching/advising/grading on assignments and the master thesis in line with the budget of the EJMP approved by CEPOL Management Board.

2.12 Cost for interpretation services shall be reimbursed by CEPOL to a maximum of EUR 1,500 for full-time interpretation/day for two interpreters (English and a second language).

2.13 Cost of rental of technical equipment for interpretation shall be reimbursed up to an average of EUR 750/day and to a maximum of EUR 3,000 per week.

2.14 Cost of Lecture and Research Material; translation of documents; rental of external meeting rooms and of technical equipment (computers, projectors etc.) for the duration of the residential training activity; study visits in between the different venues of a residential training activity; stationery; printing; photographs, CD-ROMs, USB sticks; posters and displays are all costs eligible for reimbursement.

2.15 Cost of service provider fees when the party organising the residential training activity, due to regulations, cannot be directly reimbursed by CEPOL and needs to use the service of a foundation or service provider for the implementation of the activity. The reimbursement of costs related to such a service can be up to 7% of the total eligible costs. This needs to be declared in the financial section of the Grant Agreement.

2.16 Indirect costs cover those costs which are not specific costs directly linked to the implementation of the activity and which therefore cannot be attributed directly to it. However, they are incurred by the organiser in connection with the eligible costs for the activity. They may

not include any costs identifiable or declared as eligible direct costs. These indirect costs are considered to be the co-financing from the organiser (5%).

2.17 Cost of approved-cost trainers as described in 1.12 shall be reimbursed only as an exception where the attendance of such a Trainer is important to attain the objectives of the activity and the sending organisation declares that due to financial constraints it is not able to cover the cost. A declaration must be signed and CEPOL shall reimburse the related costs for travel, accommodation and meals.

Article 3: Obligations regarding the content of the financial reports

3.1 All claims for reimbursements must be supplemented with the originals or certified copies of invoices, tickets, boarding passes or vehicle log sheets.

3.2 The Framework Partner, shall provide CEPOL with a financial report⁴ on the implementation of the Activity within 10 weeks following completion of the Activity. The Report shall include the following:

- a) all the originals of invoices, tickets and boarding passes related to the Activity. If an original invoice or boarding pass cannot be provided, a certified copy can be accepted.
- b) a complete list (original or certified copy) of all attendees (participants, trainers, organising staff) to the Activity, signed by each attendee. As a minimum, this list shall contain the name of the participant/trainer/organising staff, accommodation and type and number of meals booked.
- c) the training service agreement
- d) the programme
- e) the training report.

3.3 The organiser shall arrange for an English translation of headlines of all relevant invoices where applicable.

Article 4: Payments

4.1 Payment procedures shall be as follows:

4.2 The Framework Partner may submit a request for a pre-financing instalment (with the grant agreement) which does not exceed 75% of the total reimbursable costs of the Activity.

4.3 Payment requests shall be accompanied by financial reports presented in accordance with Article 3. Requests for payments shall be drafted in Euro unless otherwise agreed in the specific grant agreement. Except for the first pre-financing instalment, the payments shall be made upon approval of the payment request accompanied by a progress or final report. If the balance is negative, the payment of the balance takes the form of recovery.

⁴ Using the templates made available by CEPOL

4.4 Approval of the requests for payment and of the accompanying reports shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information contained therein.

4.5 CEPOL shall make payments into the bank account referred to in the financial identification form submitted by the Framework Partner.

4.6 Payments shall be made:

- (a) within 60 calendar days for all delegation agreements, contracts, grant agreements and decisions for which payment depends on the approval of a report or a certificate;
- (b) 30 calendar days for all other delegation agreements, contracts, grant agreements and decisions.

4.7 As a general rule, no payment shall be initiated after the cut-off date set out in point 3.2 above. The CEPOL Executive Director may decide, on the basis of a reasoned and justified request from a partner, to give additional time for the completion of the payment file. Such a request has to be accompanied with a provisional claim.

Article 5: Intellectual property rights

5.1 Unless stipulated otherwise, ownership of the results of the residential training activity, including industrial and intellectual property rights, and of the reports and other documents relating to it, shall be vested in the partner.

5.2 Without prejudice to point 5.1, the partner grants CEPOL the right to make free use of the results of a residential training activity as it deems fit, provided it does not thereby breach its confidentiality obligations or existing industrial and intellectual property rights.

ANNEX I

Timeline for residential training activities: a list of milestones to be performed by the organiser within the given deadlines and having as an outcome the described deliverables as follows:

Description of milestone	Deadline	Deliverable
Appointment of the Activity Manager	4 weeks after award decision	Information with contact details is to be sent to training@cepol.europa.eu
Preparatory meeting – if face-to-face meeting is necessary	2 weeks after preparatory meeting	Outcomes of the preparatory meeting are to be sent to training@cepol.europa.eu
Invitation package	12 weeks before activity	Invitation package is to be sent to all CNU and relevant entities (NCPs, OCPs) with a copy to training@cepol.europa.eu ; it shall contain: <ul style="list-style-type: none"> • information (invitation letter, programme, curriculum, information about logistic) • forms (nomination form, travel request form, registration form)
Confirmed participants –	6 weeks before activity	Overview of the number of nominated/ confirmed participants is to be sent to all CNU and relevant entities (NCPs, OCPs) with a copy to training@cepol.europa.eu

overview (no personal data)		
Confirmed participants – per country (with names)	5 weeks before activity	Information who is confirmed and/or refused is to be sent (individually) to the respective CNU, NCPs, OCPs. List with all confirmed participants is sent to training@cepol.europa.eu
Confirmed trainers – individual (with names)	5 weeks before activity	List with all confirmed trainers (experts, lecturers) is to be sent to training@cepol.europa.eu
Travel booking - for participants	4 weeks before activity	List with all participant whose travel is paid by CEPOL accompanied by the set of completed individual Travel requests is to be sent to CEPOL via FM.TRAVEL-TEAM@cepol.europa.eu .
Final list of participants and final list of trainers	1 week after activity	Final lists of participants (with line managers) and trainers (including organising team) are to be sent to training@cepol.europa.eu
Training report	6 weeks after activity	Training report package is to be sent to training@cepol.europa.eu . It shall contain: <ul style="list-style-type: none"> • Summary of feedback from participants and trainers, • Final programme, list of participants, list of trainers
Financial report	10 weeks after activity	Financial report package is to be sent to training@cepol.europa.eu and in hardcopy to CEPOL correspondence address. It shall contain original documents (hardcopies): <ul style="list-style-type: none"> • Original invoices, tickets, boarding passes (or certified copies) • Signed List of attendees • Training services agreement(s) • Programme • Training report