

**DECISION OF THE EXECUTIVE DIRECTOR
OF THE EUROPEAN FOOD SAFETY AUTHORITY
laying down rules on the Guest Programme**

THE EXECUTIVE DIRECTOR OF THE EUROPEAN FOOD SAFETY AUTHORITY,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Regulation (EC) No. 178/2002 of 28 January 2002 of the European Parliament and the Council laying down the general principles of food law, establishing the European Food Safety Authority and laying down procedures in matters of food safety¹, and in particular to Articles 26(2)(a) and (g) and Article 48 thereof, regarding the role of the Executive Director of the European Food Safety Authority²,

WHEREAS:

- (1) Building the EU's scientific assessment capacity and knowledge community is one key objective of EFSA Strategy 2020. The purpose of the Guest Programme is to contribute to the achievement of this objective. In particular, the Guest Programme should enable EFSA to benefit from the professional knowledge and experience of experts, mainly for competences which are in high demand at EFSA.
- (2) Moreover, the exchange of professional experience is an opportunity for experts to build partnership with EFSA thus contributing to enhance the international's and EU's risk assessment community.
- (3) In order to ensure that EFSA's independence is not compromised by private interests, the selected candidate for the Guest Programme should come from 1) a national, regional or local public administration or a Public Intergovernmental Organisation (IGO), 2) an independent university or research organisation that does not seek to make profits for redistribution, or 3) an employer which is part of the public sector.
- (4) In order to avoid any conflict of interests, the rights and obligations of selected candidates, as set out in this decision, should ensure that they carry out their duties solely in the interests of EFSA.

HAS DECIDED AS FOLLOWS:

¹ O J L 31, 1.2.2002, p. 1.

² In the present Decision also referred to as 'the Authority' or 'EFSA'.



TITLE I

GUEST PROGRAMME SCHEME

Chapter I

General provisions

Article 1

Scope and definitions

1. The Guest Programme is addressed to scientists, PhD candidates and professionals who can use their expertise in a particular field of EFSA's activities or are interested in specific projects related to EFSA's scientific work.
2. The Guest Programme is a cost-free scheme for which EFSA does not pay any financial contribution to the selected candidates or cover any expenses incurred by them, other than those related to the performance of their duties during their secondment.
3. This Decision shall apply, without prejudice to the provisions governing relations between EFSA and third countries, bodies of third countries or international organisations.
4. The candidates must come from:
 - a. a national public administration, defined as all state administrative services at central, federal, regional or local level, comprising ministries, government and parliament services, the courts, central banks, and the administrative services of local authorities, as well as the decentralised administrative services of the State and of such authorities; or
 - b. a public intergovernmental organisation (IGO); or
 - c. an independent university or research organisation which does not set out to make profits for redistribution; or
 - d. an employer which is in fact part of the public sector. To qualify as being part of the public sector the selected candidate's employer must meet all the following conditions:
 - i. it must be attached to a public administration, as defined in paragraph 4, and specifically it must have been created by legislation or regulation;
 - ii. its resources must come primarily from public funding;
 - iii. any activities in which it competes against other private or public entities on the market must represent less than half of its activities.
5. Exceptionally, and where justified by the interest of the service, the Executive Director may authorise the admission to the Guest Programme of a candidate by an employer that does not meet one or more of the above criteria.
6. Any reference in these rules to a person of the male sex shall be deemed also to constitute a reference to a person of the female sex, and vice-versa, unless the context clearly indicates otherwise.

Article 2

Selection procedure

1. Candidates shall be selected according to an open and transparent procedure, the practical details of which shall be stated in the Guest Programme Call published on the EFSA website.



2. Candidates are requested to submit their applications in accordance with the instructions described in the Guest Programme Call.
3. The admission of candidates to the Guest Programme shall be authorised by the Executive Director. The selected candidate shall receive a placement offer stating the starting date, the duration and the actual location of the placement. The relevant employer or university shall also be informed. A copy of the rules applicable to selected candidates shall be attached to the placement offer.

Article 3

Period of placement

1. EFSA shall offer placements for a specific time which cannot exceed the maximum period mentioned below, regardless of whether the time is spent at intervals or in full. More specifically the period shall be;
 - a) 12 months maximum, for selected candidates from a national public administration, an IGO, an employer being part of the public sector and for university employees;
 - b) 6 months maximum, for selected PhD candidates.
2. The duration of the placement shall be specified in the agreement referred to in Article 2(3).

Article 4

Placement

1. The placement may be either at the premises of EFSA or remotely. The actual place shall be specified in the agreement referred to in Article 2(3).

Article 5

Rights and obligations

1. Before the period of placement starts, the selected candidate shall submit to EFSA a declaration outlining all interests overlapping with EFSA's remit. EFSA shall validate the Declaration of Interests (DoI) to ensure that no conflict between the interest(s) held by the candidate and those of the Authority may occur.
2. During the period of placement:
 - a) The selected candidate shall carry out his duties and conduct himself solely with the interests of EFSA in mind. He shall neither seek nor take instructions from any government, authority, organisation or person outside EFSA. He shall carry out the duties assigned to him objectively, impartially and in keeping with his duties of loyalty to EFSA.
 - b) The selected candidate shall be fully subject to the independence requirements applicable to EFSA staff members as outlined in EFSA's procedures and rules on Declarations of Interest³. In particular, a selected candidate shall not, in the performance of his duties, deal with a matter in which, directly or indirectly, he has any personal interests such as to impair his independence, and, especially, family and financial interests. If he has occasion in the performance of his duties to deal with such a matter, he shall immediately inform his line manager, who will take any appropriate measure and may, in particular, relieve him of responsibility in this matter.
 - c) The selected candidate shall declare any gainful activity performed in a professional capacity by his spouse, as defined by the Staff Regulations.

³ Decision of the Executive Director on Declarations of Interest of 31 July 2014, EFSA/LRA/DEC/02/2014, available online at http://www.efsa.europa.eu/sites/default/files/corporate_publications/files/independencerules2014.pdf.



- d) The selected candidate shall be required to comply with the instructions given by the line manager of the Unit to which they are assigned. They shall also comply with the rules laid down in this Decision and with the internal rules governing the functioning of EFSA, in particular the rules concerning working conditions, security and safety, unless otherwise specified by those rules.
- e) A selected candidate wishing to engage in an outside activity, whether paid or unpaid, or to carry out any assignment outside EFSA shall be subject to the rules on outside activities and assignment applicable to EFSA staff⁴.
- f) The selected candidate shall refrain from any action or behaviour which might reflect adversely upon his position and from any form of psychological or sexual harassment⁵.
- g) The selected candidate shall refrain from any unauthorised disclosure of information received in the line of duty, in particular information of the kind covered by the obligation of professional secrecy within the meaning of Article 339 of the Treaty on the Functioning of the European Union, and including after their participation in the guest programme has ended, unless that information has already been made public or is accessible to the public.
- h) The selected candidate has the right to freedom of expression, with due regard for the principles of loyalty and impartiality.

A selected candidate who intends to publish or cause to be published, whether alone or with others, any text on a matter relating to the work of EFSA or the European Union shall inform his line manager in advance. Where the line manager is able to demonstrate that the publication is liable seriously to prejudice the legitimate interests of EFSA or of the European Union, he shall inform him of his decision in writing within 30 working days of receipt of the information. If no such decision is notified within the specified period, the line manager shall be deemed to have had no objections.

- i) All rights, with the sole exception of moral rights, in any work done by the selected candidate in the performance of his duties shall be the property of EFSA.
- 3. The selected candidate is placed under the responsibility of an Adviser. The Adviser must supervise, guide and closely follow the selected candidate in his work.
 - 4. Failure to comply with any of the provisions of paragraph 2 during the period of placement shall entitle EFSA, if it sees fit, to terminate the placement offer.
 - 5. At the end of the placement, the selected candidate shall continue to have a duty of loyalty to EFSA and be bound by the obligation to act with integrity and discretion in the exercise of new duties assigned to him and in accepting certain posts or advantages.

Article 6

Suspension of placement

- 1. On the written request of one of the parties (selected candidate, his employer or university, EFSA) and with the agreement of all parties, EFSA may authorise suspensions of periods of placement and specify the terms applicable.
- 2. The period of suspension shall not be counted in the period of placement as defined in Article 3.

⁴ Article 12b of the Staff Regulations and the EFSA provisions implementing this Article shall apply mutatis mutandis.

⁵ Article 12a of the Staff Regulations and the EFSA provisions implementing this Article shall apply mutatis mutandis.



Article 7

Termination of periods of placement

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

Chapter II

Working conditions

Article 8

Sickness and accident insurance

1. Selected candidate shall enrol in a sickness insurance scheme and must provide proof that he is covered for the entire duration of the placement.
2. From the day on which their placement begins, the candidate shall be covered by EFSA against the risk of accident.

Article 9

Working hours

1. The working hours for candidates shall be the same as those in force at EFSA⁶.

Article 10

Absences

1. A candidate is entitled to two (2) days leave per month. Leave is managed under the same conditions that apply to EFSA staff.
2. A candidate is entitled up to 3 days (or equal half days) special leave for personal reasons (per type of special leave) (i.e. marriage of the trainee, paternity leave, serious illness or death of spouse/partner/brother/sister/relative in the ascending line/child) upon presentation of supporting documents.
3. In the event of illness / accident the candidate shall notify his adviser and the EFSA Human Capital Unit. If absent for more than two consecutive calendar days, candidate shall provide a medical certificate indicating the possible length of absence.
4. Any days of leave without justification or without notification to the Adviser are automatically deducted from the candidate's leave entitlement.

⁶ Articles 55, 56 and 56c of the Staff Regulations and the EFSA provisions implementing these Articles shall apply mutatis mutandis.

Article 11

Training

Selected candidate shall be entitled to attend training courses if the interests of EFSA warrant it. The interests of the selected candidate, in particular with a view to his research work and to his reinstatement into his employer or university after the placement, may be considered when a decision is taken on whether to allow him to attend a training course.

Article 12

Administrative provisions

Selected candidate shall report to the EFSA HUCAP Unit on the first day of placement to complete the requisite administrative formalities. They shall take up duty on the first working day of the month.

Chapter IV

Complaints

Article 13

Complaints

1. Without prejudice to the possibilities for instituting proceedings after taking up his position, under the conditions and time limits laid down in Article 263 of the Treaty on the Functioning of the European Union, any candidate may submit a complaint to the Executive Director about an act adopted by EFSA services under this decision which adversely affects him, with the exception of decisions which are direct consequences of decisions taken by his employer.
2. The complaint must be lodged within two months. That period shall commence on the date of notification of the decision to the person concerned.
3. The Executive Director shall notify the person concerned of his reasoned decision within four months from the date on which the complaint was lodged. If at the end of that period no reply to the complaint has been received, this shall be deemed to constitute an implied decision rejecting it.

Article 14

Reports and certificate of attendance

A selected candidate who has completed the stipulated Guest Programme period shall complete a summary report requested by the HUCAP Unit at the end of their placement. In the same report the advisor must also give his feedback for both the selected candidate and the added value of the activities for the unit.

Subject to the completion of this report, a candidate who has completed his placement shall receive a certificate showing the dates of the placement and the Unit or Department in which it took place.



TITLE III

FINAL PROVISIONS

Article 15

Entry into force

1. This decision shall take effect on the day after its adoption.

Done in Parma,

Bernhard Url
Executive Director
[Signed electronically on 22/05/2019]