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Legislation

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II

(Acts whose publication is not obligatory)

COUNCIL

DECISION No 1/92 OF THE ACP-EEC COUNCIL OF MINISTERS

of 15 December 1992

laying down the Staff Regulations of the Centre for the Development of Industry under the Fourth ACP-EEC Convention

(93/131/EEC)

THE ACP-EEC COMMITTEE OF AMBASSADORS,

Having regard to the Fourth ACP-EEC Convention signed at Lomé on 15 December 1989, hereinafter referred to as 'the Convention', and in particular Article 93 (3) thereof,

Having regard to the decision of the ACP-EEC Council of Ministers to delegate powers to the Committee of Ambassadors concerning the adoption of the texts relating to the Centre for the Development of Industry (hereinafter called the 'Centre') referred to in Article 93 (3) of the Convention,

Having regard to the proposal from the Committee of Ambassadors,

Whereas the Staff Regulations of the Centre should be laid down;

Whereas these Staff Regulations should also apply to the Director and Deputy Director of the Centre, who are appointed by the Committee on Industrial Cooperation, pursuant to Article 87 (1) (d) of the Convention;

Whereas steps should be taken to ensure the proper functioning of the Centre and to determine the conditions under which Protocol 3 on privileges and immunities, annexed to the Convention, can be applied to the staff of the Centre;

Whereas, as provided for in the said Protocol 3, the staff of the Centre shall enjoy the customary privileges, immunities and facilities in the territory of the Member States and of the ACP States, in particular, whilst carrying out their duties; whereas these privileges, immunities and facilities must be treated as comparable to those of similar institutions operating under like conditions,

HAS DECIDED AS FOLLOWS:

Article 1

The Staff Regulations applicable to the staff of the Centre is hereby definitively adopted as set out in the Annex.

Article 2

The rules adopted by the Director of the Centre, adopted by the Centre's Executive Board and notified to the Committee on Industrial Cooperation before the entry into force of the Staff Regulations referred to in Article 1 shall be confirmed or amended by the Committee within two months of the date of their notification. However the rules may not enter into force before the implementation of the said Staff Regulations.

Article 3

Done at Brussels, 15 December 1992.

The ACP States, the Member States and the Community shall be bound each to the extent to which it is concerned to take the measures necessary to implement this Decision.

Article 4

This Decision shall enter into force on 1 January 1993.

*For the ACP-EEC Council of Ministers
By the ACP-EEC Committee of Ambassadors
The President*

J. KERR

ANNEX

STAFF REGULATIONS APPLICABLE TO THE STAFF OF THE CENTRE FOR THE DEVELOPMENT
OF INDUSTRY (CDI) UNDER THE FOURTH ACP—EEC CONVENTION

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TITLE I

GENERAL PROVISIONS

Article 1

1. These Staff Regulations, hereinafter referred to as 'the Regulations', are hereby established taking into account the international and public nature of the activity of the Centre. In particular, they regulate the rights and obligations of the staff; conditions relating to appointment, grading of posts and termination of service; working conditions; remuneration and social advantages; disciplinary arrangements and appeals procedures.

2. The Executive Board of the Centre, hereinafter referred to as 'the Board', may adopt proposals for, or amendments to, rules, submitted by the Director of the Centre, 'hereinafter referred to as the 'Director', for the purpose of setting out in greater detail the principles embodied in these Staff Regulations; this option will apply in particular to aspects expressly provided for therein.

3. The Board shall notify the Committee on Industrial Cooperation, hereinafter referred to as 'the Committee', of rules or amendments to rules adopted as soon as possible and not later than 30 working days from the date of their adoption.

The Board may, if it considers it necessary, provisionally apply the rules adopted.

Not later than three months from the date of notification, the Committee shall either approve the rules notified or make amendments thereto. The rules thus adopted by the Committee shall apply from the date which they set. However, that date may not be earlier than the date of their adoption.

4. The ACP-EEC Council of Ministers may at any time adopt amendments to these Regulations by introducing any adjustments it considers appropriate.

5. The Convention, the Headquarters Agreement between Belgium and the Centre, the Statute and Rules of Procedure of the Centre, the Regulations, the Financial Regulation of the Centre, the rules approved in accordance with paragraphs 2 and 3 of this Article after the entry into force of the Regulations, the internal implementing rules established by the Director and any individual conditions laid down in writing at the time of appointment or subsequently, in both cases with the Board's approval, together make up the legal rules applicable to the Director, the Deputy Director and the staff of the Centre within the meaning of Article 2 below, and are the only ones which they may invoke.

Article 2

1. These Regulations lay down the conditions applicable to:

- the Director and Deputy Director of the Centre,
- the staff of the Centre,
- the local staff of the Centre.

2. Within the meaning of these Regulations, a member of staff of the Centre is any person appointed by an instrument issued by the Director for a specified period and in the manner and within the limitations laid down herein.

3. For the purpose of these Regulations, a member of local staff is any person engaged under a contract of employment for a specified period by the Centre to perform manual or service duties in a post not specified in Article 7 and in accordance with local custom.

Article 3

1. The Board shall be responsible for approving, on proposals from the Director, the recruitment of staff and the renewal, extension or termination of staff appointments and any individual special conditions relating to one or more members of staff. It shall also be responsible for approving, on proposals from the Director, the recruitment of local staff and the renewal, extension or termination of their contracts of employment.

2. The Director shall seek the approval of the Board on all matters relating to recruitment of staff and the renewal, extension and termination of staff appointments. Such matters shall include, *inter alia*, vacancies, mode of advertisement of vacancies, applications received and the method and basis of selection of the candidates.

Article 4

1. The staff may elect a Staff Committee to represent their interests *vis-à-vis* the Centre and maintain continuous contact between the Centre and the staff. It shall contribute to the smooth running of the service by providing a channel for the expression of opinion by the staff.

The Staff Committee may bring to the notice of the Director or the Board any difficulty having general implications concerning the interpretation and application of these Regulations. It may be consulted on any difficulty of any kind in this area.

2. The Director must be informed of the election of the Staff Committee, the candidates put forward and the result of the votes cast.

3. The Director, with the prior agreement of the Board, must grant facilities for the performance of their duties on the Staff Committee to four members of the Committee at most.

Article 5

The Centre may draw upon the services of seconded experts.

Any national or international civil servant or private-sector executive with qualifications and experience equivalent to that required by a member of staff of the Centre who is temporarily transferred there or exchanged with another member of staff under rules adopted by the Board on a proposal from the Director shall be considered a seconded expert.

TITLE II

STAFF

CHAPTER I

APPOINTMENT — GRADING OF POSTS — ESTABLISHMENT PLAN

Article 6

1. The sole object of any appointment of a member of staff shall be to fill, in accordance with the conditions laid down in these Regulations, a vacancy for a post contained on the list of posts annexed to the budget in accordance with the provisions of Article 10.

2. Staff whose appointment has been approved by the Board shall be appointed by the Director for a specified period which may expire no later than 31 August 1996. The duration specified in each letter of appointment may possibly be extended in the manner and within the limitations established in these Regulations, but may not extend beyond the above date, without prejudice to the provisions of Article 11 in the case of short-term appointments.

3. Any appointment or extension of appointment after 31 August 1996 shall be subject to authorization by and to conditions to be drawn up by the Committee and the period of the appointment or extension may not extend beyond the date of expiry of the Convention.

4. The letter appointing a member of staff, drawn up in accordance with the specimen in Annex I, shall state the date on which the appointment takes effect and its duration, the category, level and step to which the individual is appointed and the obligation on the member of staff to comply with these Regulations.

Article 7

1. Posts covered by these Regulations shall be graded, according to the nature and level of duties to which they

correspond, into three categories designated, in descending hierarchical order: 'administrative', 'clerical' and 'supporting staff'.

2. Each category shall comprise levels, and each level steps.

The categories, levels (with typical duties corresponding thereto) and steps are contained, along with other information, in the table referred to in Article 50.

On the basis of that table, the Director shall define the duties and powers attaching to each post at the Centre.

3. The 'administrative' category shall be for staff carrying out management and advisory duties in the industrial sphere, requiring university-level education. This category shall comprise four levels:

(a) a level 2.A and a level 2.B for staff carrying out the duties of 'main expert', requiring specific professional experience of at least 20 and 15 years respectively;

(b) a level 2.C and a level 2.D for staff carrying out the duties of 'expert', requiring specific professional experience of at least 10 and five years respectively.

The number of 2.A posts may not exceed 20 % of the 'administrative' category posts.

4. The 'clerical' category shall comprise three levels:

(a) two levels for staff carrying out the duties of 'principal assistant' and 'clerical assistant' respectively, entailing executive duties requiring higher education:

- a level 3.A requiring professional experience of at least 10 years,
 - a level 3.B requiring professional experience of at least five years;
- (b) a level 3.C for staff carrying out the duties of 'secretary', entailing clerical duties requiring secondary education and professional experience of at least three years.

5. The category 'supporting staff' shall comprise a level 4.A for staff carrying out the duties of 'technical staff', entailing manual or service duties requiring primary education, possibly supplemented by technical knowledge, and professional experience of at least two years.

Article 8

1. The grading of the member of staff at the time of appointment, specifying category, level and step, shall be established by the Director in accordance with rules adopted by the Board on a proposal from the Director.

2. When recruited, the member of staff shall be graded at the first step of his level.

However, in order to take account of the training and specific professional experience of the person concerned, the Director may allow him to pass over one step by recruiting him at step 2.

3. Assignment of a member of staff to a post corresponding to a level higher than that at which he was appointed shall necessitate amendment of the instrument of appointment.

Article 9

1. The Director shall assign each member of staff by nomination or transfer to posts requiring duties of his category and level, purely in the interests of the Centre and without taking nationality into account.

2. Assignment of a member of staff to a post of head or deputy head of an administrative unit at any level shall be for functional reasons only.

3. Assignment of members of staff shall reflect as far as possible the joint ACP-EEC nature of the Centre.

Article 10

A table attached to the annual budget of the Centre shall fix the number of posts in each category and level and specify any vacancies. It shall also indicate the names of all staff members, mentioning their administrative level, their date of birth and their career development within the Centre.

Article 11

1. The Director may, exceptionally and in the manner and within the limits laid down in these Regulations, employ staff on short-term appointments for the performance of specific and properly defined tasks.

2. Such short-term appointments may be concluded with all the categories and levels of staff specified in the table referred to in Article 50. The normal duration of such appointments shall be six months.

These appointments shall not be subject to the rules on prior approval by the Board, the age limit or the trial period on taking up one's duties.

3. This type of short-term appointment shall be used for:

- (a) duties created during a budgetary year which are likely to be part of the general structure of the departments in the following budgetary year;
- (b) short-term duties to supplement the capacity of staff on the spot in a specific sector of activity or in a specialized field;
- (c) short-term duties as back-up when recurrent activities are being launched or completed;
- (d) other short-term duties, in particular the provisional replacement of staff absent from the Centre for exceptional reasons.

4. Short-term appointments may be extended on one occasion by the Director for a maximum period of six months. At the end of that period, under exceptional circumstances, a second extension for a maximum period of six months shall be possible, but only with the prior approval of the Board.

5. On expiry of a short-term appointment, the duties of the member of staff must come to an end, and the person concerned may be appointed a staff member only on the basis of a competitive examination under the conditions laid down in Articles 27 to 30.

CHAPTER II

RIGHTS AND OBLIGATIONS

Article 12

1. Staff shall carry out their duties and conduct themselves solely with the interests of the Centre in mind; they shall neither seek nor take instructions from any government, authority, organization or person outside the Centre.

2. They shall not, without the permission of the Director, accept from any government or from any source outside the Centre any favour, gift or payment of any kind whatever, except for services rendered either before appointment or during special leave, and in respect of such services.

Article 13

1. Staff shall abstain from any action and, in particular any public expression of opinion which may reflect adversely on their position or on the reputation of the Centre.

2. They may not engage in activities, whether gainful or not, likely to detract from their independence or be detrimental to the activity of the Centre.

Article 14

If the legal spouse of a staff member or the person with whom the staff member lives in a marital state is in gainful employment, the staff member shall inform the Centre thereof.

Should the nature of the employment prove to be incompatible with that of the staff member or with the interests of the Centre and if the staff member is unable to give an undertaking that it will cease within a specified and reasonable period, the Director shall propose that the Board take a decision as to whether the staff member is to continue in his post, have his appointment terminated, or be suspended.

Article 15

A staff member who, in the performance of his duties, is called upon to decide on a matter in the handling or outcome of which he has a personal interest such as to impair his independence shall inform the Director thereof.

Article 16

At the end of his appointment a staff member shall observe the obligation to behave with integrity and discretion as regards the acceptance of certain appointments or benefits.

Article 17

1. Staff shall exercise the greatest discretion with regard to all facts and information coming to their knowledge in the course of or in connection with the performance of their duties; they shall not in any manner whatsoever disclose to any unauthorized natural or legal person any document or information not already made public. They shall continue to be bound by this obligation after leaving the service.

2. Staff shall not, whether alone or together with others, publish or cause to be published, without the permission of the Director, any matter dealing with the work of the Centre. Permission shall be refused only where the proposed publication is liable to prejudice the interests of the Centre.

Article 18

All rights, including copyright and other intellectual property rights, in any writings or other work done by staff in the performance of their duties shall be the property of the Centre.

Article 19

Staff shall reside either in the place where they are employed or at no greater distance therefrom than is compatible with the proper performance of their duties.

Article 20

1. Whatever his rank, a staff member shall assist and tender advice to his superiors; he shall be responsible for the performance of the duties assigned to him.

2. A staff member in charge of any branch of the service shall be responsible to his superiors in respect of the authority conferred on him and for the carrying out of instructions given by him. The responsibility of his subordinates shall in no way release him from his own responsibilities.

3. A staff member who receives instructions which he considers to be irregular or likely to give rise to serious difficulties shall inform his immediate superior thereof, if necessary, in writing. If he then receives written confirmation of the instructions from his superior, he shall

carry them out unless they constitute a breach of criminal law or would give rise to inordinate risk to personal security.

Article 21

1. A staff member shall be required to make good, in whole or in part, any damage suffered by the Centre as a result of serious misconduct on his part in the course of, or in connection with, the performance of his duties.

2. A reasoned decision shall be given by the Board on a proposal from the Director, in accordance with the procedure laid down in regard to disciplinary matters.

Article 22

1. The privileges and immunities enjoyed by staff members of the Centre are accorded solely in the interests of the latter. Subject to the provisions of the Protocol on Privileges and Immunities to the Convention applicable to the Centre and its staff, staff members concerned shall not be exempt from fulfilling their private obligations or from complying with the laws and police regulations in force.

2. When such privileges and immunities are in dispute, the staff member concerned shall immediately inform the Director.

3. It is understood that, in accordance with the Convention, staff shall enjoy in the territory of the Member States and that of the ACP States, in particular during the performance of their duties, the customary advantages, immunities and facilities, which shall be determined by comparison with similar institutions operating under like conditions.

Article 23

1. The Centre shall assist any staff member in any legal proceedings against the perpetrators of threats, insulting or defamatory acts or utterances, or any attack to person or property to which he or a member of his family is subjected by reason of his position or duties. It shall jointly and severally compensate for damage suffered thereby by any staff member in so far as he did not either intentionally or through grave negligence cause the damage and has been unable to obtain compensation from the person who did cause it.

2. The Centre shall facilitate the training of any staff member in so far as it is compatible with the requirements of the proper functioning of the service and is of benefit to the Centre.

Article 24

A staff member shall be entitled to exercise the right of association; he may in particular be a member of trade unions or staff associations.

Article 25

1. Staff may address a petition to the Director on questions concerning their duties.

2. Any decision relating to a specific individual which is taken under these Regulations shall at once be communicated in writing to the staff member.

3. Any decision adversely affecting a staff member shall state the grounds on which it is based.

Article 26

1. The Centre shall keep a personal file for each staff member containing:

(a) all documents sent to the staff member concerning his administrative status and all reports relating to his ability, efficiency and conduct;

(b) any comments by the staff member on such documents.

2. Any document contained in the staff member's personal file concerning a disciplinary measure for first degree of seriousness in accordance with Article 56 (2) shall be cancelled after a period of three years if no further disciplinary measure has been imposed on the staff member during that period.

3. The staff member's personal file shall be confidential and may be consulted only in the offices of the Centre's administration department. It shall, however, be forwarded or communicated, if need be, when a dispute between the Centre and the staff member is being settled.

CHAPTER III

RECRUITMENT — PERIODIC ASSESSMENT — PROFESSIONAL ADVANCEMENT — TERMINATION OF SERVICE — REMOVAL FROM POST

Section 1

Recruitment

Article 27

1. Recruitment of staff shall be directed at securing for the Centre the services of persons of the highest standard of ability, efficiency and integrity.

2. The staff member shall be selected on the basis of a competition in accordance with rules adopted by the Board on a proposal from the Director.

3. The recruitment procedure established by the rules referred to in paragraph 2 shall be open and transparent, offering the same participation and appointment opportunities to all nationals of signatory States of the Convention.

Staff members shall be selected without reference to race, creed or sex.

No post shall be reserved for nationals of any specific Member State.

Given equivalent levels of professional qualifications and experience required for appointment to a post, recruitment shall be on as wide a geographical basis as possible from among nationals of States signatory to the Convention.

The appointments of staff members must reflect as far as possible the joint ACP-EEC nature of the Centre.

Article 28

1. A staff member may be appointed only on condition that:

- (a) he is a national of one of the States signatory to the Convention;
- (b) he has fulfilled any obligations imposed on him by the laws concerning military service applicable to him;
- (c) he produces the appropriate character references as to his suitability for the performance of his duties;
- (d) he was recruited in accordance with the competition-based procedure as referred to in Article 27 (2);
- (e) he is physically fit to perform his duties, as determined by a medical examination by a medical practitioner appointed by the Centre;
- (f) he produces evidence of a thorough knowledge of one of the Centre's principal working languages and a satisfactory knowledge of another working language of the Centre to the extent necessary for the performance of his duties.

2. Before taking up his duties, every staff member shall provide the Centre with the following documents:

- (a) a medical certificate attesting to his capacity to carry out the duties for which he has been appointed;

(b) a document attesting to the fact that he has fulfilled his military service obligations;

(c) documentary evidence that he is a national of one of the States signatory to the Convention and that he enjoys his full rights as a citizen;

(d) documents relating to his civil status, and to that of his wife and dependent children.

3. At the request of the Centre, staff members agree to undergo a medical examination by the Centre's medical officer before the end of the trial period.

Article 29

1. In order to fill vacant posts, the Director, after considering the possibilities of assigning members of staff from the Centre to those posts by transfer or advancement in level or category pursuant to the terms of Articles 33 and 34, shall initiate a recruitment procedure on the basis of a competition in accordance with the rules referred to in Article 27 (2).

2. The recruitment procedure may also be initiated in order to constitute a reserve list for future recruitment.

Article 30

1. On appointment, a staff member shall serve a trial period which may not exceed six months' duration. During that period his work will be periodically assessed by his superiors.

2. During that trial period the Board, on a proposal from the Director, may without notice terminate the appointment of a staff member who has failed to exhibit sufficient competence. Termination of the appointment shall take effect at the time the person concerned receives notification of the Board's decision.

Section 2

Periodic Assessment — Professional — Advancement

Article 31

1. Every 12 months from the date of appointment and subject to rules laid down by the Director, the ability, efficiency and conduct in the service of a staff member shall be the subject of an assessment report by his superiors.

2. The assessment report shall be communicated to the staff member. He shall be entitled to make any comments thereon which he considers relevant.

Article 32

1. A member of staff, after satisfactory continuous service of not less than two years at the same level and step and whose appointment will continue for at least one month after that period, may have his step increased by one unit at the level at which he is graded, provided that he has not already reached the highest step at that level.

2. During the period between the date of signing of the Convention and 31 August 1996 this increase in step may take place only once.

3. The increase in step 1 during the period 1 September 1996 to the expiry of the Convention shall be subject to the authorization of, and conditions laid down by, the Committee in accordance with Article 6 (3).

4. Staff members shall accede to the highest step in each level only on an exceptional basis and as a result of outstanding performance.

5. The abovementioned increases in step shall not be automatic and shall be decided on by the Director on the basis of the ability, efficiency and conduct of the staff member as assessed by his superiors and of changes in the complexity of his duties.

Article 33

1. Any advancement in level or category of a staff member shall occur only in order to fill vacancies and by means of appointment by the Director to the level or category immediately above, in accordance with rules adopted by the Board on a proposal from the Director.

2. The appointment of a staff member to the level immediately above the category to which he belongs shall take place from among staff members who have completed a minimum length of service at their level, after consideration of their comparative merits and the reports of their hierarchical superiors.

3. A staff member may be appointed to the category immediately above only after a competitive examination among staff members applying, who have the requisite training and experience and have completed a minimum length of service at their level. The staff member shall be appointed to the lowest level of the new category.

4. The minimum length of service necessary for entitlement to advancement in level or category shall be laid down in the rules referred to in paragraph 1.

Article 34

1. The staff member shall be classified at the step for which the salary is closest to that which he was receiving at his previous level.

2. In no case shall a staff member receive at his new level a basic salary lower than that which he received at his former level.

*Section 3**Termination of service — Termination of appointment**Article 35*

1. Apart from cessation on death, employment shall cease:

(a) on the date stated in the instrument of fixed-term appointment;

(b) at the end of a period of notice corresponding to one month per year of service completed as from the date of appointment, this period being established on the initiative of the Centre or of the staff member, without prejudice to the provisions of paragraph 3 in the case of short-term appointments;

(c) at the end of the month during which the staff member reaches the age of 65 years, without prejudice to the provisions of Article 11 (2) in the case of short-term appointments.

2. In the event of termination of appointment on the initiative of the Centre before the end of the period laid down in the letter of appointment, the staff member shall be entitled, at the end of the period of notice provided for in paragraph 1 (b), to compensation equal to one-third of his basic salary for the period between his last day of work and the date on which the appointment was due to expire, without prejudice to the provisions of paragraph 3.

Where the Director causes the staff member's service to be terminated before the end of the abovementioned period of notice, the staff member shall nonetheless be paid the basic salary corresponding to the period of notice still to run.

3. Where the termination of duties takes place on the initiative of the Centre before the end of the period laid down in the letter of appointment for short-term appointments concluded under the terms of Article 11, it must be preceded by a period of notice of one month, the staff member being entitled in this case to compensation equal to half his basic salary for the period between his last day of work and the date on which the appointment was due to expire.

Article 36

The appointment of a staff member may be terminated without notice on the initiative of the Board on a proposal from the Director:

- (a) during or at the end of the probationary period, under the conditions set out in Article 30 (2);
- (b) if the staff member ceased to fulfil the conditions set out in Article 28 (1);
- (c) in the case provided for in Article 37;
- (d) in the case provided for in Article 38.

Article 37

1. After completion of the disciplinary procedure laid down in Chapter VI of this Title, the appointment of a staff member may be terminated without notice on disciplinary grounds in serious cases of failure to comply with his obligations, whether intentionally or through negligence on his part. The decision to terminate an appointment shall be taken by the Board on a proposal from the Director, after the person concerned has had an opportunity to submit his defence.

2. Prior to the termination of his appointment, the staff member may be suspended under the conditions set out in Article 58.

3. In the event of termination of duties pursuant to paragraph 1 of this Article, the Director may propose that the Board should decide to withhold from the person concerned all or part of his entitlement to the compensation and reimbursement of costs provided for in the rules referred to in Articles 47 and 53.

Article 38

1. The appointment of a staff member must be terminated without notice by the Centre when the Director finds that, at the time of his appointment, the person concerned intentionally provided false information concerning his professional skills or the conditions set out in Article 28 (1).

2. In this case, the termination of the appointment shall be declared by the Board on a proposal from the Director, after the person concerned has been heard and after completion of the disciplinary procedure laid down in Chapter VI of this Title.

3. Prior to the termination of his appointment, the staff member may be suspended under the conditions set out in Article 58.

The provisions of Article 37 (3) shall apply.

CHAPTER IV

WORKING CONDITIONS

Section 1

Duration of work

Article 39

1. Staff in active employment shall at all times be at the disposal of the Centre.

However, the normal working week shall not exceed forty-two hours, the hours of the normal working day being determined in accordance with rules laid down by the Director.

2. Exceptionally, and on duly justified grounds, the Director may authorize the staff member to work half-time if he considers that this would be fully in the interests of the Centre.

The arrangements for granting this authorization shall be set out in rules laid down by the Director.

3. A staff member authorized to work half-time shall, in each month, in the manner provided for by the Director, work one half of the normal working time.

Article 40

1. Staff may not be required to work overtime except in cases of urgency or exceptional pressure of work; night work and all work on Sundays or public holidays may be authorized only in accordance with rules laid down by the Director.

2. The total amount of overtime required of a staff member may not exceed 150 hours worked in a six-month period.

3. Overtime worked by staff in the 'administrative' and 'clerical staff' categories shall not create entitlement to compensation or to remuneration.

Under the conditions laid down in the rules referred to in paragraph 1, overtime worked by staff in the 'supporting staff' category shall create entitlement to a compensatory rest period or, if the needs of the service do not allow compensation in the six months following that during which the overtime was worked, to the automatic grant of a payment per hour of overtime fixed by those rules.

Section 2

Leave

Article 41

1. Staff shall be entitled to annual leave of not fewer than 24 working days nor more than 30 working days per calendar year, in accordance with rules laid down by the Director. Those rules shall specify the conditions for carrying over leave from one calendar year to the next.

2. Apart from this annual leave, staff may exceptionally, on request, be granted special leave by the Director. The arrangements for granting such leave shall be laid down in rules adopted by the Board on a proposal from the Director.

Article 42

Female members of staff shall be entitled, in addition to the leave provided for in Article 41, and on production of a medical certificate, to maternity leave with full pay normally starting six weeks before the expected date of confinement shown in the certificate and normally ending 10 weeks after the date of confinement; such leave shall not be for less than 16 weeks.

However, at the request of the person concerned and with medical authorization, the Director may allow the maternity leave to start less than six weeks before the expected date of confinement shown in the certificate, ending in this case at the end of a period of 10 weeks after the date of confinement plus the time which the person concerned has continued to work as from the sixth week preceding the actual date of confinement.

Article 43

A staff member who provides evidence of incapacity to perform his duties because of sickness or accident shall automatically be entitled to sick leave, in accordance with rules adopted by the Board on a proposal from the Director.

Article 44

The annual leave of a staff member authorized to work half-time shall, for the duration of such work, be reduced by half. Fractions of deductible days shall be disregarded.

Article 45

1. Except in case of sickness or accident, a staff member may not be absent without prior permission from his

immediate superior. Without prejudice to any disciplinary measures that may apply, any unauthorized absence which is duly established shall be deducted from the annual leave of the staff member concerned. If he has used up his annual leave, he shall automatically forfeit his remuneration for an equivalent period.

2. Where a staff member wishes to spend his sick leave in a place other than his place of employment, he shall be required to obtain prior authorization from the Director.

Section 3

Public holidays

Article 46

The list of public holidays shall be drawn up by the Director.

CHAPTER V

REMUNERATION AND EXPENSES

Article 47

1. Under the conditions set out in rules adopted by the Board on a proposal from the Director, and save as otherwise provided, a staff member shall be entitled to the remuneration relating to his category, level and his step by the sole fact of his appointment.

He may not waive this entitlement.

2. This remuneration shall comprise a basic salary and family and other allowances.

Article 48

The remuneration shall normally be expressed and paid in Belgian francs, unless a duly substantiated exception is made.

Article 49

The Committee may decide, on a proposal from the Board, to adjust remuneration in order to take account of trends in the cost of living in the place of employment and in purchasing power in the Community.

Article 50

The basic monthly salaries shall be fixed for each category, level and each step in accordance with the table in Annex II to the Regulations, of which it forms an integral part.

Article 51

1. The family allowances to which a staff member is entitled shall be laid down in the rules mentioned in Article 47 and comprise:

- (a) the household allowance;
- (b) the dependent child allowance;
- (c) the education allowance.

2. A staff member in receipt of the family allowances referred to in this Article shall be required to declare allowances of the same type paid elsewhere, these allowances being deducted from those paid under the Regulations.

3. The dependent child allowance may be doubled by a special and duly justified decision of the Director taken on the basis of substantiating medical documents drawn up by a doctor designated by the Centre certifying that the child in question imposes on the official heavy burdens resulting from a mental or physical handicap suffered by the child.

Article 52

If a staff member dies during his term of employment, the surviving legal spouse or the dependent children shall receive the overall remuneration of the deceased until the end of the sixth month following that of the death.

Article 53

Under the conditions set out in the rules indicated in Article 47, a staff member shall be entitled to reimbursement of the expenses which he incurred on taking up his duties, on being transferred, or at the end of his appointment, as well as the expenses he incurred in the pursuit, or in connection with the pursuit, of his duties, without prejudice to the provisions of Article 37 (3).

Article 54

1. In the event of the death of a staff member, of his legal spouse, of his dependent children or of the other persons dependent upon him within the meaning of the rules referred to in Article 47 and living under this roof, the costs incurred in respect of the transporting of the body from the staff member's place of employment to his place of origin

shall be reimbursed by the Centre. An advance may be granted for that purpose by the Centre.

The Centre shall also reimburse travel expenses and the costs relating to the transporting of the personal effects and luggage of the surviving persons mentioned in the preceding paragraph returning to the place of origin of the deceased staff member.

2. If a staff member dies during a mission, the costs incurred in respect of the transporting of the body from the place of death to the staff member's place of origin shall be reimbursed by the Centre.

Article 55

Any sum overpaid shall be recovered if the recipient had knowledge of the irregularity of the payment or if such irregularity was so obvious that he could not fail to have knowledge of it. The arrangements for recovery shall be laid down by the Director.

CHAPTER VI

DISCIPLINARY MEASURES

Article 56

1. Any failure by a staff member to comply with his obligations under these Regulations, whether intentionally or through negligence on his part, shall make him liable to disciplinary action.

2. Disciplinary measures shall take one of the following forms:

- measures for first degree of seriousness:
 - (a) written warning;
 - (b) reprimand,
- measures for second degree of seriousness:
 - (c) relegation in step;
 - (d) downgrading in level or category;
 - (e) removal from post.

3. A single offence shall not give rise to more than one disciplinary measure.

Article 57

1. The Director may issue the warning and the reprimand, without consulting the Board, on a proposal from the staff member's immediate superior or on his own initiative. The person concerned shall be heard beforehand.

2. The other measures shall be imposed by the Board, after completion of the disciplinary procedure laid down in

Article 59. This procedure shall be initiated by the Director or the Board after hearing the person concerned.

Article 58

1. Where an allegation of serious misconduct is made against a staff member, whether this amounts to failure to carry out his official duties or to a breach of law, the Director may order that he be suspended. The decision that a staff member be suspended shall be taken as a precautionary step within four working days of the day following discovery of the acts with which he is charged.

2. The decision that a staff member be suspended shall specify whether he is to continue to receive his remuneration during the period of suspension or what part thereof is to be withheld: the part withheld shall not be more than half the staff member's basic salary.

3. Where no decision has been taken on the staff member by the end of two months, from the date when the decision that the staff member be suspended came into force, the maintenance of that suspension must be confirmed by the Board.

4. Where no decision has been taken on the staff member by the end of four months, from the date when the decision that the staff member be suspended came into force, the staff member shall again receive his full remuneration.

5. Where, at the end of the disciplinary procedure, no disciplinary action has been taken in respect of a staff member, or no other measure than a written warning or reprimand, the staff member concerned shall be entitled to reimbursement of the amount of remuneration withheld.

6. Where, however, the staff member is prosecuted for those same acts, a final decision shall be taken only after a final verdict has been reached by the court hearing the case.

Article 59

1. The Board shall be provided with a report from the Director which must clearly state the facts complained of and, if appropriate, the circumstances in which they occurred.

This report shall be sent to the Secretary of the Board, who shall bring it to the attention of the members of the Board and notify the staff member charged thereof by registered letter.

Any frustration of delivery ascribable to the staff member and any refusal by the staff member to sign an acknowledgement of receipt shall count as notification.

2. The Director may appoint a rapporteur, preferably with legal training and independent of the Centre.

3. On receipt of the report, the staff member charged shall have the right to see his complete personal file and to take copies of all documents relevant to the proceedings.

4. The staff member charged shall have one month from the date of receipt of the registered letter with the report initiating disciplinary proceedings to submit comments in writing and call witnesses.

5. The Director of the Centre shall likewise have the right to call witnesses.

6. After consideration of the documents submitted and having regard to any statements made in writing by the staff member concerned and also to the results of any enquiry undertaken, the Director or, where appropriate, the rapporteur shall issue a final report containing a reasoned opinion on the disciplinary measure appropriate to the facts complained of and shall forward this opinion to the Board and the staff member concerned.

7. The Board shall take its decision within a maximum of two months.

TITLE III

THE DIRECTOR AND DEPUTY DIRECTOR

Article 60

1. The provisions of these Regulations laying down rights and obligations for staff shall apply *mutatis mutandis* to the Director and Deputy Director.

2. Where, in the context of these Regulations, it is provided that the Director shall take decisions with respect to the staff and local staff, the Board shall take such decisions with respect to the Director and Deputy Director.

Similarly, where it is provided that the staff and local staff shall give information to the Director, the Director and Deputy Director shall give such information to the Board.

TITLE IV

PROVISIONS CONCERNING SOCIAL SECURITY, TAXATION AND APPEALS

CHAPTER I

Article 63

SOCIAL PROVISIONS

Section 1

Social security

Article 61

1. As regards social-security schemes, the staff member, the Deputy Director, the Director and, to the extent necessary, members of their family, may choose between the scheme of the State in whose territory the Centre has its headquarters, the scheme of the State where they last resided or that of the State of which they are nationals.

However, this choice may be exercised only once and must be made within three months of the date of appointment; it shall take effect on the date on which duties are taken up.

2. The staff member, the Deputy Director, the Director and their legal spouses, where these are not eligible for benefits of the same type and level under all other legal provisions or regulations, their children and other dependent persons under the rules referred to in Article 47, shall be covered against illness. The degree of cover shall be defined in rules adopted by the Board on a proposal from the Director.

3. One-third of the contributions necessary to provide such cover against illness shall be borne by the insured person in accordance with the rules referred to at the end of paragraph 2, second sentence.

Article 62

1. The staff member, the Deputy Director and the Director shall be insured from the date of their entering the service against the risk of occupational disease and of accident, subject to the rules laid down in Article 61 (2), second sentence. They shall contribute to the cost of insuring against these risks.

2. Risks not covered, benefits payable and expenses covered shall be specified in the rules mentioned in paragraph 1.

1. On the birth of a child to a staff member, the Deputy Director or the Director, a single, flat-rate grant shall be paid to the person who has actual care of the child in accordance with the rules referred to in Article 61 (2), second sentence.

2. The recipient of the grant on the birth of a child must declare any grants of the same nature received from other sources for the same child; such grants shall then be deducted from the grant referred to in paragraph 1. This grant shall be paid once only, where both parents as staff members of the Centre are potentially eligible.

Section 2

Provident fund

Article 64

1. The Centre shall set up a provident fund for the staff members, the Deputy Director and the Director in accordance with rules adopted by the Board on a proposal from the Director. The methods of compulsory contribution to the fund by these staff members and by the Centre, together with the methods of payment by the fund to staff members leaving the service of the Centre shall be established by these rules.

2. One-third of the contributions necessary to set up the provident fund shall be borne by the insured persons in accordance with the rules referred to in paragraph 1.

Section 3

Final and voluntary severance bonus

Article 65

1. A staff member whose appointment is terminated as the result of an agreement between the staff member and the Centre, and who has served in the Centre for at least five years may receive, by a decision of the Board and on the basis of a report drawn up by the Director, a final and voluntary severance bonus equal to not more than 10 months of his latest basic salary, in accordance with the rules adopted by the Board on a proposal from the Director.

2. This severance bonus is not automatic, and the interests and objectives of the Centre shall be considered when deciding whether it is to be granted. Payment shall be made under the conditions laid down by the Board on a proposal from the Director and in accordance with the rules referred to in paragraph 1.

3. No severance bonus shall be paid where the appointment is terminated as laid down in Articles 37 and 38.

4. The Director and Deputy Director shall not receive this severance bonus.

5. The severance bonus shall be incompatible with the compensation referred to in Article 35 (2).

CHAPTER II

TAX PROVISIONS

Article 66

1. The Director, the Deputy Director and the staff of the Centre shall be liable to a tax for the benefit of the Centre on remuneration paid by the Centre.

The conditions and the procedure for applying this tax are laid down in Annex III to these Regulations, of which it forms an integral part. The Committee shall be empowered to amend that Annex if necessary.

2. Tax shall be collected by the Centre by means of deduction at source. The proceeds of the tax shall be entered as revenue in the budget of the Centre.

3. The persons referred to in paragraph 1 shall be exempt from national taxes on remuneration paid by the Centre.

CHAPTER III

APPEALS PROVISIONS

Article 67

1. Staff members, the Deputy Director and the Director may submit to the competent authority a request that it take a decision relating to them. The competent authority shall notify the person concerned of his reasoned decision within two months from the date on which the request was made. If at the end of that period no reply to the request has been received, this shall be deemed to constitute an implied decision rejecting it, against which a complaint may be lodged in accordance with the following paragraph.

2. Staff members, the Deputy Director and the Director may submit to the competent authority a complaint against an act adversely affecting them, either where the competent authority has taken a decision, or where it has failed to adopt a measure prescribed by the Regulations. The complaint must be lodged within a period of one month. The period shall begin:

- on the date of notification of the decision to the person concerned, but in no case later than the date on which the latter received such notification, if the measure affects a specified person; if, however, an act affecting a specified person also involves another person, the period shall start to run in respect of that other person on the date on which he receives notification thereof,
- on the date of expiry of the deadline prescribed for a reply, where the complaint concerns an implied decision rejecting a request as provided for in paragraph 1.

The competent authority shall notify the person concerned of its reasoned decision within two 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, against which an appeal may be lodged pursuant to Article 68.

3. The competent authority within the meaning of this Article shall be:

- the Director for staff members,
- the Board for the Director and Deputy Director and for cases of appeal against a disciplinary measure taken by the Director,
- the Committee for cases of appeal against a disciplinary measure taken by the Board regarding the Director or Deputy Director.

Article 68

1. Disputes between staff members and the Centre, as well as disputes between the Director or Deputy Director and the Centre, must be resolved by conciliation or arbitration in accordance with the conciliation and arbitration procedure set out in Annex IV to these Regulations, of which it forms an integral part.

2. The decisions taken by the Arbitration Board pursuant to the conciliation and arbitration procedure shall be binding on the parties and, to the extent necessary, shall be rendered enforceable for the relevant authorities of the Member States of the Community or of the ACP States and for the institutions and bodies set up under the Convention.

3. The disputes referred to in paragraph 1 may not be subject to any other method of settlement.

TITLE V

LOCAL STAFF

Article 69

1. Local staff shall be engaged by the Director on employment contracts for a specified period expiring not later than 31 August 1996.

2. With the exception of Articles 6 to 11, 30, 32 to 38, 41 to 44, 47 to 51 and Chapter VI, Title II shall apply *mutatis mutandis* to local staff.

Article 70

The conditions of employment of local staff and in particular:

- (a) the manner of their engagement and termination of their contracts;
- (b) leave; and
- (c) grading and remuneration

shall be determined by the Director in accordance with current rules and practices in the place where they are to perform their duties.

Article 71

The Centre shall cover the employer's share of the social-security contributions required under current regulations in the place where a local staff member is to perform his duties.

Article 72

Any member of the local staff may submit to the Director a request that he take a decision relating to him. The Director shall notify the person concerned of his decision, giving the grounds therefor, within one month of the date on which the request was made. If at the end of that period no reply to the request has been received, this shall be deemed to constitute an implied rejection against which an appeal may be lodged in accordance with Article 73.

Article 73

Disputes between the Centre and local staff shall be referred to the competent court in accordance with the legislation in force at the place where the local staff member performs his duties.

TITLE VI

FINAL PROVISIONS

Article 74

These Regulations shall enter into force at the same time as the Decision of the ACP-EEC Council of Ministers adopting them.

ANNEX I TO THE STAFF REGULATION

CENTRE FOR THE DEVELOPMENT OF INDUSTRY (CDI)

LETTER OF APPOINTMENT ⁽¹⁾ to:

Mr(Mrs)

.....

born on .. / .. / in

of nationality

holder of passport No

issued on .. / .. / in

In view of the information you supplied in your application and following the competitive recruitment procedure, the Centre for the Development of Industry (CDI), represented by its Director, acting as appointing authority in accordance with Article 6 of the Annex to Decision No 1/92 of the ACP—EEC Council of Ministers laying down the Staff Regulations of the CDI under the Fourth ACP—EEC Convention, has decided to appoint you to the staff of the CDI.

The conditions of your appointment are as follows:

1. DURATION

The appointment shall be valid for a period of, from .. / .. / to .. / .. /

2. PROBATION PERIOD

The first six months of employment shall be regarded as a trial period. During this period, either party may terminate this appointment by registered letter without prior notice.

This trial period shall apply only in the case of a first appointment.

3. PLACE

The place of employment is currently

4. CLASSIFICATION

Category:

Level:

Step:

You agree to be assigned by the Director, whenever he considers it to suit the requirements of the CDI, to a post requiring your category and level which may involve changes in your duties.

⁽¹⁾ This specimen letter of appointment will have to be adapted for the short-term appointments referred to in Article 11 of the Regulations to take account of those provisions of the Regulations applicable to that type of appointment and to allow for individual conditions established when the appointment is made.

5. WORKING WEEK

The working week consists of hours.

6. TERMINATION OF SERVICE FOLLOWING A PERIOD OF NOTICE

In accordance with Article 35 (1) (b) of the Staff Regulations of the Centre for the Development of Industry under the Fourth ACP—EEC Convention, either party may terminate this appointment following a period of notice corresponding to one month per completed year of service notified by registered letter.

7. STAFF REGULATIONS

The two parties hereto acknowledge that they are bound by the following:

- (a) the Statute and the Rules of Procedure of the CDI and the Staff Regulations of the CDI under the Fourth ACP—EEC Convention;
- (b) the various internal rules issued by the CDI in accordance with the aforementioned Staff Regulations, of which you state you have cognizance; no amendments to those rules may be invoked against you unless they are notified;
- (c) any individual conditions which the CDI may lay down for you, in accordance with Article 1 (5) of the aforementioned Staff Regulations.

You hereby expressly waive those benefits, provided for in those Staff Regulations upon entry into service, which you already received on the occasion of any previous appointment.

Your years of service in any previous appointment shall be taken into account in this appointment.

8. ARBITRATION

Any disputes between you and the CDI shall be resolved by conciliation or arbitration in accordance with the Rules on Conciliation and Arbitration set out in Annex IV to the Staff Regulations of the CDI under the Fourth ACP—EEC Convention.

Disputes may not be resolved in any other manner.

Both parties hereby expressly and mutually renounce any form of settling disputes other than that set out in the said Rules on Conciliation and Arbitration and recourse to any other judicial body.

9. STATEMENTS

Annex A (administrative statement) and Annex B (family statement) form an integral part of this letter of appointment.

To the Director of the CDI

I duly accept the above appointment as well as the conditions laid down therein.

I am acquainted with the Statute and Rules of Procedure of the CDI, the Staff Regulations of the CDI under the Fourth ACP—EEC Convention and the internal rules of the CDI.

I agree to abide by the Rules on Conciliation and Arbitration to settle any dispute with the CDI and I expressly renounce any other form of settlement, including recourse to any other judicial body.

.....
(date)

.....
(Signature of person appointed)

*Annex A to ANNEX I***ADMINISTRATIVE STATEMENT**

Name:

Forename(s):

Date of birth:

Family situation:

Date of appointment:

Date on which this appointment takes effect:

Term of the appointment:

Place of origin:

Place of residence for employment purposes:

Category, level and step:

Basic monthly salary:

Special clauses:

Signature of person appointed

(.....)

*Annex B to ANNEX I***FAMILY STATEMENT**

Name:

Forename(s):

Place and date of birth:

DEPENDENTS

Name and forename(s)	Place and date of birth	Relationship	Civil status	Nationality
.....				
.....				
.....				
.....				
.....				

The undersigned hereby certifies that the above information is correct.

Brussels,

Signature of the person appointed

(.....)

ANNEX II to the Staff Regulations

BASIC GROSS MONTHLY SALARY TABLE (Bfrs)

(Applicable as from 1 July 1989)

Category	Level	Duties	Step				
			1	2	3	4	5
1. Directors	1.A	Director	350 000				
	1.B	Deputy Director	310 000				
2. Administrative	2.A	Main expert	250 000	265 000	280 000	—	—
	2.B		200 000	212 000	225 000	238 000	252 000
	2.C	Expert	175 000	186 000	197 000	208 000	220 000
	2.D		140 000	148 500	157 500	167 000	177 000
3. Clerical	3.A	Principal assistant	117 000	124 000	131 000	139 500	148 000
	3.B	Clerical assistant	90 000	95 500	101 000	107 000	113 000
	3.C	Secretary	65 000	69 000	73 000	77 000	82 000
4. Supporting staff	4.A	Technical staff	53 000	56 000	59 000	62 000	66 000

ANNEX III to the Staff Regulations

CONDITIONS AND PROCEDURE FOR APPLYING THE TAX FOR THE BENEFIT OF THE CENTRE

1. The following shall be liable to the tax for the benefit of the Centre referred to in Article 66 of the Staff Regulations: the Director, the Deputy Director and the staff of the Centre, excluding local staff.

The tax shall be payable each month on salaries, wages and emoluments paid by the Centre to each person liable.

However, monies and allowances, whether lump sums or not, which represent compensation for expenses incurred in the performance of official duties, shall be excluded from the basic taxable amount.

2. Family allowances and social benefits shall be deducted from the basic taxable amount.
3. An abatement of 10 % for occupational and personal expenses shall be made from the amount obtained by applying paragraphs 1 and 2 of this Annex.

An additional abatement equivalent to twice the amount of the allowance received by the person liable for a dependent child shall be made for each dependent child or person.

To calculate the basic taxable amount, an additional abatement of 13 % shall be applied to the gross remuneration of each expatriate member of staff. The minimum abatement under this provision shall not be less than Bfrs 7 500.

Amounts paid by the person liable under the social security legislation to which he is subject shall be deducted from the basic taxable amount.

4. The tax shall be calculated on the taxable amount obtained by applying paragraph 3 disregarding any amount not exceeding Bfrs 2 476 and by applying the rate of:

— 0 %	to amounts of less than Bfrs	2 476
— 8 %	to amounts between Bfrs	2 476 and 43 747
— 10 %	to amounts between Bfrs	43 748 and 60 255
— 12,5 %	to amounts between Bfrs	60 256 and 69 055
— 15 %	to amounts between Bfrs	69 056 and 78 413
— 17,5 %	to amounts between Bfrs	78 414 and 87 214
— 20 %	to amounts between Bfrs	87 215 and 95 745
— 22,5 %	to amounts between Bfrs	95 746 and 104 548
— 25 %	to amounts between Bfrs	104 549 and 113 080
— 27,5 %	to amounts between Bfrs	113 081 and 121 880
— 30 %	to amounts between Bfrs	121 881 and 130 411
— 32,5 %	to amounts between Bfrs	130 412 and 139 215
— 35 %	to amounts between Bfrs	139 216 and 147 746
— 40 %	to amounts between Bfrs	147 747 and 156 546
— 45 %	to amounts above Bfrs	156 546

The amount of tax shall be rounded down to the nearest unit.

The taxable amounts set out above shall be those applicable on 1 July 1989.

5. By way of derogation from paragraphs 3 and 4, the sums paid as compensation for overtime shall be assessed for purposes of the tax at the rate which, in the month preceding that of payment, was applied to the highest taxable amount of the remuneration of the staff member.

Payments made on account of termination of service shall be taxed, after applying the abatements laid down in the first three subparagraphs of paragraph 3, at a rate equal to two-thirds of the ratio existing at the time of last salary payment, between:

- the amount of tax payable, and
- the basic taxable amount as defined in paragraphs 1, 2 and 3.

6. When the taxable payment covers a period of less than one month, the rate of the tax shall be that which is applicable to the corresponding monthly payment.

When the taxable payment covers a period of more than one month the tax shall be calculated as if this payment had been spread evenly over the months to which it relates.

Corrective payments not related to the month during which they are paid shall be subject to the tax to which they would have been subject had they been made at the proper time.

7. The Committee shall adopt any provisions necessary for implementing the provisions of this Annex.

The Director of the Centre shall ensure that these provisions are implemented.

Where necessary, he shall refer by analogy to the relevant regulations applicable to officials of the European Communities, in particular Council Regulation (EEC, Euratom, ECSC) No 260/68 of 29 February 1968 laying down the conditions and procedure for applying the tax for the benefit of the European Communities ⁽¹⁾, as last amended.

⁽¹⁾ OJ No L 56, 4. 3. 1968, p. 8.

ANNEX IV TO THE STAFF REGULATIONS

RULES ON CONCILIATION AND ARBITRATION

I. INTRODUCTORY RULES

Article 1

Scope

Disputes between the staff of the Centre, the Director or the Deputy Director on the one hand and the Centre on the other shall be settled by conciliation or by arbitration in accordance with these procedural rules.

Article 2

Definitions

In these rules, unless the context requires otherwise, the following words and expressions shall have the meaning here assigned to them:

- *ACP State*: a State belonging to the African, Caribbean and Pacific group of States which are signatories to the Convention,
- *Member State*: a Member State of the European Economic Community (EEC),
- *the tribunal*: the arbitral tribunal,
- *appointing authority*: the authority agreed by the parties to an arbitration or, in the absence of such agreement, identified by these rules, as the authority to appoint an arbitrator,
- *the Convention*: the Fourth ACP-EEC Convention,
- *the Council of Ministers*: the ACP-EEC Council of Ministers referred to in the Convention,
- *the Committee*: the Committee on Industrial Cooperation,
- *the Board*: the Joint Executive Board of the Centre for the Development of Industry,
- *the Centre*: the Centre for the Development of Industry (CDI),
- *Staff Regulations*: the Staff Regulations for the Centre under the Fourth ACP-EEC Convention,
- *claimant*: the party which commences arbitration proceedings by giving notice to the other party requesting the arbitration and submitting claims,
- *respondent*: the party to the arbitration against whom claims are made,
- *party*: when used in connection with an arbitration, the claimant or respondent in the arbitration.

Article 3

Notice and calculation of time

1. Any notice provided by these rules shall be served by registered letter or physically delivered with a request for a dated acknowledgement of receipt in either case. A notice shall be deemed to have been received on the day it is so delivered. Any failure to serve notice ascribable to the recipient or any refusal to sign an acknowledgement of receipt shall constitute notice.

2. For the purposes of calculating a period of time under these rules, such period shall begin to run on the day following the day when a notice, communication or proposal is received. If the last day of such period is an official holiday or a non-working day at the address mentioned in the notice, communication or proposal, the period shall be extended until the first working day which follows. However, official holidays or non-working days occurring while the period of time is running shall be included.

Article 4

Conciliation

1. At any time before a request for arbitration, a person with the right to request the arbitration may request the settlement of the dispute by conciliation in accordance with these rules.

2. If the dispute is between the Director or the Deputy Director and the Centre, the claimant shall send the Committee a request for the appointment of a conciliator.

The appointment shall be made by the Committee within 60 days at most following receipt of the request.

3. If the dispute is between a member of staff and the Centre, the claimant shall send the Board a request for the appointment of a conciliator. The appointment shall be made within 45 days at most.

4. To qualify for appointment as conciliator, the person must have the nationality of one of the signatory States of the Convention.

5. Within 30 days of receiving notice of the appointment of the conciliator, the party making a request for conciliation shall notify the other party and the conciliator of the request.

The request shall consist of a statement of the case of the claimant and shall be accompanied by copies of relevant papers and documents.

6. Within 30 days of receiving notice of the request, the other party shall submit to the conciliator and to the claimant a reply to the claimant's case.

7. The proceedings of the conciliator shall be as informal and expeditious as is compatible with a just and objective settlement of the dispute and shall be based on a fair hearing of each party. Each of the parties may be represented or assisted by an agent of his choice.

8. After examining the case, the conciliator shall submit terms of settlement to the parties.

9. Should a settlement result, the conciliator shall draw up and sign a record of the settlement. The record shall be signed by the parties to signify their acceptance thereof. The record of the settlement so signed by the parties shall be binding upon them.

10. Copies of the record of settlement so signed shall be given to the parties.

11. Should a settlement not result within four months of the appointment of the conciliator, the parties shall be at liberty to refer their dispute to arbitration under these rules, in which case nothing that has transpired in connection with the proceedings before the conciliator shall in any way affect the legal rights of any of the parties to the arbitration.

12. No person having sat as conciliator for the settlement of a dispute may be appointed arbitrator for the same matter.

II. THE TRIBUNAL

Article 5

Nationality of arbitrators

To qualify for appointment as an arbitrator, a person must have the nationality of one of the signatory States of the Convention.

Article 6

Number of arbitrators

For the tribunal to be constituted by one arbitrator only, agreement on the latter's appointment must be reached by the parties within 30 days of the receipt by the respondent of the notice commencing the arbitration proceedings as provided for in Article 16. If the parties fail to agree to the choice of a single arbitrator within the time specified, the tribunal shall be constituted by three arbitrators.

Article 7

Appointment of three arbitrators

1. If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who shall be the presiding arbitrator of the tribunal.

2. The appointment by each party of an arbitrator shall be made within 30 days from the date of the agreement between the parties that the tribunal be constituted by three arbitrators, or the date when it was ruled out under the terms of Article 6 that the tribunal be composed of a sole arbitrator.

3. If:

(a) within 30 days of the appointment by each party of his arbitrator, the two appointed arbitrators have not chosen the third arbitrator,

or

(b) within 30 days after receipt of notification of the appointment by one party of an arbitrator, the other party has not notified the first party of the arbitrator he has appointed,

the required arbitrator shall, upon request by either party, be appointed by the appointing authority.

4. The appointing authority shall be agreed by the parties not later than 60 days after the particular failure which gives rise to the need to invoke that authority. If upon expiry of that period an appointing authority has not been agreed by the parties, either party may request the most senior in rank from amongst the judges of the International Court of Justice at The Hague who are nationals of the ACP States and the Member States to exercise the powers of the appointing authority.

Article 8

Appointments by the appointing authority

1. When an appointing authority is requested to appoint an arbitrator, the party which makes the request shall send to the appointing authority a copy of the notice of arbitration referred to in Article 16. The appointing authority may require from either party such information as he deems necessary for the discharge of his function.

2. Either party may propose to the appointing authority the names of persons suitable for appointment as arbitrators. Where such proposal is made, the full name, address and nationality of the persons proposed shall be given, together with a description of their qualifications.

3. The appointing authority shall appoint the arbitrator or arbitrators as promptly as possible, having due regard to the interests of the parties and the nature of the dispute.

Article 9

Challenge of arbitrators

1. A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment any facts or circumstances likely to give rise to justifiable doubts or suspicion as to his impartiality or independence. A person appointed arbitrator shall disclose such facts or circumstances to the parties unless they have already been informed by him of these circumstances.

2. Any arbitrator may be challenged by a party if facts or circumstances exist which give rise to justifiable doubts or suspicion as to his impartiality or competence. However, a party

may challenge an arbitrator appointed by him, or in whose appointment he has participated, only for reasons of which he becomes aware after the appointment has been made.

3. A party who intends to challenge an arbitrator shall send a notice of his challenge in writing, stating the reasons therefor to the tribunal, the challenged arbitrator and the other party. The notice shall be sent within 15 days of the constitution of the tribunal or of the appointment of the challenged arbitrator, whichever is later, or within 15 days after the circumstances justifying the challenge become known to the party making the challenge.

Where a challenge made by one party is agreed by the other party, or where the challenged arbitrator withdraws from office, the authority of that arbitrator in the arbitration proceedings shall forthwith terminate. Neither the agreement of the parties to the challenge, nor the withdrawal from office of the challenged arbitrator, implies acceptance of the validity of the challenge.

4. If the other party does not agree to the challenge, or if the challenged arbitrator does not withdraw, a decision on the challenge shall be made as follows:

- (a) where the appointment of the arbitrator was made by an appointing authority, by that authority;
- (b) where the appointment of the arbitrator was not made by an appointing authority, by the other members of the tribunal, if there are such others;
- (c) in all other cases, or in case of disagreement between the other members of the tribunal, by an appointing authority designated or to be designated in accordance with the procedure provided in Article 7 (4). The decision of that appointing authority shall be final.

Article 10

Replacement of arbitrator

1. In the following cases, a substitute arbitrator shall be appointed in accordance with the procedure laid down in Articles 8, 9 and in this Article, which is applicable to the appointment of the particular arbitrator being replaced:

- (a) a challenge to an arbitrator has been agreed to by the other party; or
- (b) a challenged arbitrator has withdrawn; or
- (c) notwithstanding the absence of agreement of the other party, or a refusal by the challenged arbitrator to withdraw, the challenge is sustained; or
- (d) an arbitrator dies during the course of the arbitration proceedings; or
- (e) for any other reason, an arbitrator fails to act or it becomes impossible *de jure* or *de facto* for him to perform his functions.

2. If an arbitrator is replaced, any hearing held previously may, at the discretion of the tribunal, be repeated and any decision or order made in the course of the proceedings may be set aside by the tribunal.

III. ARBITRATION PROCEEDINGS

Article 11

General provisions

1. Subject to these rules, the tribunal may conduct the arbitration in such manner as it considers appropriate.

2. The tribunal shall conduct the arbitration as expeditiously and with such due regard for the saving of costs as is consistent with doing justice between the parties. The parties shall be treated equally, and at any stage of the proceedings each of them shall have every opportunity of exercising his rights and presenting his case.

3. If either party so requests at any stage of the proceedings, the tribunal shall hold hearings for presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials.

4. All documents or information supplied to the tribunal by one party shall at the same time be communicated by that party to the other party. No such document or information may be used in support of a party's case unless there is proof that it has been communicated to the other party.

Article 12

Applicable law and procedural rules

1. The tribunal shall apply to the questions in dispute, whether of a general or an individual nature, the rules and legal principles arising from the Convention, the headquarters agreement between the Centre and Belgium, the Statute and Rules of Procedure of the Centre, the Staff and Financial Regulations of the Centre, any kind of rules under these Staff Regulations which are adopted by the Board on a proposal from the Director and confirmed by the Committee, with or after the entry into force of the Staff Regulations, internal implementing rules laid down by the Director, and any individual conditions laid down in writing at the time of the appointment or laid down in writing after the event, all with the approval of the Board.

2. If the parties expressly so authorize the tribunal in the course of the arbitration proceedings, it shall decide as amicable compounder or *ex aequo et bono*.

3. The entire arbitration proceedings shall be conducted in accordance with these rules. In the absence of agreement between the parties, any procedural matter which is not provided for in these rules shall be decided by the tribunal, which shall ensure in particular, in such a case, that the principle of equality between the parties is observed.

Article 13

Language of the proceedings

1. Arbitration proceedings shall be conducted and the arbitration award made in the language proposed by the parties. In the event

of disagreement on this matter, the tribunal shall determine the language of the proceedings.

2. The tribunal may order that any document annexed to the statement of claim or statement of defence or any other document or exhibit submitted in the course of the proceedings in a language other than the language of the proceedings shall be accompanied by a certified translation into the language of the proceedings.

Article 14

Venue of the proceedings

Arbitration proceedings shall be conducted in a State signatory to the Convention. In the event of disagreement on this matter, the tribunal shall determine the venue.

Article 15

Representation and assistance

The parties may be represented and/or assisted by persons of their choice. The name and address of such persons must be communicated in writing to the other party and to the tribunal. Such communication must specify whether the person named is appointed for the purpose of representation or assistance.

Article 16

Commencement of arbitration proceedings

1. The claimant in an arbitration shall give to the respondent a notice of arbitration. The claim shall imply recognition of the necessity of the arbitration and of these proceedings, the definitive and non-appealable nature of the final award, and renunciation of any other mode of settling the dispute, including application to any court.

2. Arbitration proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the respondent.

3. The notice of arbitration shall include the following:

- (a) a demand that the dispute be referred to arbitration;
- (b) the name and address of the parties;
- (c) the general nature of the claim and the amount involved, if any;
- (d) the relief or remedy sought and a summary of the grounds therefor.

4. The notice of arbitration may also include:

- (a) the name of the person for appointment as a sole arbitrator;
- (b) the notification of the appointment by the claimant of an arbitrator referred to in Article 7 (1);
- (c) the statement of claim referred to in Article 17.

Article 17

Statement of claim

1. Unless the statement of claim was contained in the notice of arbitration, the claimant shall, within a time limit to be determined by the tribunal, communicate his statement of claim in writing to the respondent and to each of the arbitrators.

2. The statement of claim, signed and dated by the claimant and/or his duly authorized representative, shall include the following particulars:

- (a) the name and address of the parties;
- (b) a statement of the facts supporting the claim;
- (c) the points at issue;
- (d) the relief or remedy sought.

The claimant shall either annex to his statement of claim all documents he deems relevant or add a reference to the documents or other evidence he will submit.

Article 18

Statement of defence

1. The respondent shall, within the time limit set for this purpose by the tribunal, communicate his statement of defence in writing to the claimant and to each of the arbitrators.

2. The statement of defence shall reply to the particulars of the statement of claim given in accordance with Article 17 (2) (b), (c) and (d). The respondent shall either annex to his statement the documents on which he relies for his defence or add a reference to the documents or other evidence he will submit.

3. In his statement of defence, or at a later stage in the arbitration proceedings if the tribunal decides that the delay is justified by the circumstances, the respondent may make a counter-claim or invoice a claim, both based on the same facts or on the legal relationship resulting from the appointment.

4. The provisions of Article 17 (2) shall apply to a counter-claim and a claim relied on for the purpose of a set-off.

Article 19

Amendments to the claim or defence

During the course of the arbitration proceedings either party may amend or supplement his claim or defence unless the tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or the undue harm that it would cause to the other party.

Article 20

Pleas to the jurisdiction of the tribunal

1. The tribunal shall have the power to rule on objections to its jurisdiction.

2. The tribunal shall have the power to determine the existence or the validity of the instrument of appointment or of legal relationship binding claimant and respondent. A decision by the tribunal that they are null and void shall not affect the application of these procedural rules.

3. Objections to jurisdiction shall be made not later than in the statement of defence or, in the event of a counter-claim, in the reply to the counter-claim. This provision shall also apply to new claims and counter-claims admitted in the course of the proceedings.

4. In general, the tribunal should rule on an objection to its jurisdiction as a preliminary question. However, it may proceed with the arbitration and rule on such objection in its final award.

Article 21

Further written statements

The tribunal shall decide which further written statements, in addition to the statement of claim and the statement of defence, the parties shall or may present and, if any, the manner in which they shall be presented and the time limits for communicating them.

Article 22

Time limits

The time limits fixed by the tribunal for the communication of written statements (including the statement of claim and statement of defence) shall not, in each case, exceed 45 days. However, the tribunal may extend the time limits if it considers that an extension is justified.

Article 23

Evidence

1. Each party shall bear the burden of proving the facts adduced in support of its claim or defence.

2. The tribunal may, if it considers it appropriate, require each party to deliver to the tribunal and to the other party, within such time limit as the tribunal shall decide, a summary of the documents and other evidence which that party intends to present in support of the facts at issue set out in its claim or its defence.

3. At any time during the proceedings, the tribunal may require the parties to produce documents, exhibits or other evidence within such time limit as it shall determine.

Article 24

Oral proceedings

1. In the event of an oral hearing, the tribunal shall give the parties adequate advance notice of the date, time and place thereof.

2. If witnesses are to be heard, each party shall communicate to the tribunal and to the other party, at least 15 days before the hearing, the name and address of the witnesses it intends to call, the subjects upon and the languages in which such witnesses will give their testimony.

3. The tribunal shall make arrangements for the translation of oral statements made at a hearing and for a record of the hearing if either is deemed necessary by the tribunal under the circumstances of the case, or if the parties have agreed thereto and have communicated such agreement to the tribunal at least 15 days before the hearing.

4. Hearings shall be held in camera unless the parties agree otherwise. The tribunal may require witnesses to withdraw during the testimony of other witnesses. The tribunal is free to determine the manner in which witnesses are examined, without prejudice to the right of each party, at its request, to question witnesses presented by the other party.

5. Evidence of witnesses may also be presented in the form of sworn written statements signed by them. However, at the request of either party and with the leave of the tribunal, such witnesses may be heard at a hearing where the parties shall have the opportunity to be present and to question the witnesses.

6. The tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

Article 25

Interim measures

1. At the request of either party, the tribunal may take any interim measures it deems necessary in respect of the subject matter of the dispute. The tribunal may also order the deposit of a sum of money or the provision of a security to guarantee the whole or part of the amounts in dispute. In the event of non-compliance, the tribunal shall be entitled to draw such conclusions as may logically result.

2. Such interim measures may be established in the form of an interim award. The tribunal shall be entitled to require security for the costs of such measures.

Article 26

Experts

1. The tribunal may appoint one or more independent experts to examine and report to it, in writing, on specific issues to be determined by the tribunal. A party shall have the right to object to an expert on the ground of competence and partiality and if such objection is sustained by the tribunal that expert shall withdraw. A copy of the expert's terms of reference, established by the tribunal, shall be communicated to the parties.

2. The parties shall give the expert any relevant information or produce for his inspection any relevant documents or goods that he

may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the tribunal for decision.

3. Upon receipt of the expert's report, the tribunal shall communicate a copy of the report to the parties who shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his report.

4. At the request of either party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to question him. At this hearing either party may call expert witnesses in order to testify on the points at issue. The provisions of Article 24 shall apply to such proceedings.

Article 27

Default

1. If, within the time limit fixed by the tribunal, the claimant has failed to communicate his statement of claim without showing sufficient cause for such failure, the tribunal shall issue an order for the termination of the proceedings. If, within the time limit fixed by the tribunal, the respondent has failed to communicate his statement of defence without showing sufficient cause for such failure, the tribunal shall, after allowing for the particular constraints applying to the respondent, order that the proceedings continue and may make an award even if a defence has by then not been submitted.

2. If one of the parties, duly notified under these rules, fails to appear at a hearing without showing sufficient cause for such failure, the tribunal may proceed with the arbitration.

3. If one of the parties, duly invited to produce documentary evidence, fails to do so within the established time limit without showing sufficient cause for such failure, the tribunal may make the award on the evidence before it, taking due account of the failure and the bearing it has on the case.

Article 28

Closure of hearings

1. The tribunal may inquire of the parties if they have any further evidence to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearing closed.

2. The tribunal may, if it considers it necessary owing to exceptional circumstances, decide on its own motion or upon application of a party to re-open the hearings at any time before the award is made.

Article 29

Waiver of rules

A party who refrains from promptly raising an objection to any non-compliance with the provisions of or requirements under these rules shall be deemed to have waived his right to object.

Article 30

Decisions

1. Unless the tribunal is constituted by one arbitrator only, any award or other decision of the tribunal shall be made by a majority of the arbitrators. However, if there is no majority, the presiding arbitrator shall have a casting vote, but shall give reasons for exercising that vote.

2. In the case of questions of procedure, when there is no majority or when the tribunal so authorizes, the presiding arbitrator may decide on his own, subject to review, if any, by the tribunal.

Article 31

Time, scope, form and effect of the award

1. The arbitration award shall be made as soon as possible after the hearing or receipt of evidence on the material which the parties wish to put before the tribunal.

2. In addition to making a final award, the tribunal shall be entitled to make interim, interlocutory, or partial awards.

3. The award shall be made in writing; it shall be final and binding on the parties and not subject to appeal. The parties shall carry out the award without delay. Each ACP State or Member State shall recognize as binding every award made pursuant to these rules and shall ensure that it is enforced in its territory, as if it were a final judgment of one of its own courts or tribunals.

4. The tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.

5. An award shall be signed and duly certified by the arbitrators and it shall contain the date on which and the place where the award was made. Where there are three arbitrators and one of them fails to sign, the award shall state the reason for the absence of the signature.

6. The award may be made public only with the consent of both parties.

7. Copies of the award signed and certified by the arbitrators shall be communicated to the parties by the tribunal.

Article 32

Enforcement of the award

1. In order to obtain the recognition and enforcement of the award in the territory of a signatory State of the Convention, the party concerned must present a certified copy of the award to the authority which that State has designated for the purpose. The order for enforcement shall be appended to the presented copy without any verification other than that of the authenticity of the copy.

2. Each signatory State shall, within 180 days from the entry into force of these rules, inform the President of the Council of

Ministers of the authority which it has designated for this purpose and shall keep him informed of any changes. The President of the Council of Ministers will transmit such information to the Secretary-General of the ACP General Secretariat and to the President of the Commission of the European Communities without delay.

3. The enforcement of the award shall be regulated by the law relating to the enforcement of judgments which is in force in the State in whose territory the enforcement is to be carried out. For that purpose, the parties are deemed *'juris et de jure'* to have expressly waived the privilege of immunity from jurisdiction and of immunity from enforcement.

Article 33

Settlement or other grounds for termination

1. If, before the award is made, the parties agree on a settlement of the dispute by other means, the tribunal shall either issue an order for the termination of the proceedings or, if requested by both parties and accepted by the tribunal, record the settlement in the form of an award on the agreed terms. The tribunal is not obliged to give reasons for such an award.

2. If, before the award is made, the continuation of the proceedings becomes unnecessary or impossible for any reason other than settlement under paragraph 1, the tribunal shall inform the parties that unless any objection is received within 30 days, it will issue an order terminating the proceedings. Should either party object within the said 30 days, the tribunal shall not issue such an order until it has heard the parties and determined that there are no justifiable grounds for objection.

3. Copies of the order for termination of the proceedings or of the award on the agreed terms, signed by the arbitrators, shall be communicated by the tribunal to the parties. Where an award on the agreed terms is made, the provisions of Article 31 (3), (5), (6) and (7) shall apply.

Article 34

Interpretation of the award

1. Within 30 days after the receipt of the award, either party, with notice to the other party, may request that the tribunal give an interpretation of the award. Where a new fact is discovered after expiry of the time limit, the 30 days shall run from the date the new fact is discovered, provided that the maximum time limit for a request based on the discovery of a new issue does not exceed 120 days from the date of the award. The 120-day limit shall not apply if the new fact results from inconsistent interpretations by the two parties as to enforcement of the award.

2. The interpretation shall be given in writing as soon as possible after the receipt of the request. The interpretation shall form part of the award and the provisions of Article 31 (2) to (6) shall apply.

Article 35

Correction of the award

1. Within 30 days after receipt of the award, either party, with notice to the other party, may request the tribunal to correct in the award any errors in computation, any clerical or typographical errors or any errors of a similar nature. The tribunal may within 30 days after communication of the award make such corrections on its own initiative.

2. Such corrections shall be in writing, and the provisions of Article 31 (2) to (6) shall apply.

Article 36

Additional award

1. Within 60 days after receipt of the award, either party, with notice to the other party, may request the tribunal to make an additional award as to claims presented in the proceedings but omitted from the awards.

2. If the tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall complete its award within 60 days after receipt of the request.

3. The provisions of Article 31 (2) to (6) shall apply to the additional award.

Article 37

Fees

The fees of the tribunal shall be reasonable in amount, taking into account the complexity of the case, the time spent by the arbitrators and any other relevant circumstances.

Article 38

Costs

1. The tribunal shall fix the costs of arbitration in its award. The term 'costs' includes only:

- (a) the fees of the tribunal to be stated separately as to each arbitrator and set by the tribunal itself in accordance with Article 37;
- (b) the travel and other expenses incurred by the arbitrators;
- (c) the costs of expert advice and of other assistance required by the tribunal;
- (d) the travel and other expenses of witnesses to the extent such expenses are approved by the tribunal;

(e) the costs for legal representation and assistance of the successful party if such costs were claimed during the proceedings, and only to the extent that the tribunal determines that the amount of such costs is reasonable;

(f) any fees and expenses of the appointing authority;

(g) the administrative costs for the installation and functioning of the tribunal.

2. Except as provided in paragraph 3, the costs of arbitration shall in principle be borne by the unsuccessful party. However, the tribunal may apportion them between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.

3. With respect to the costs of legal representation and assistance referred to in paragraph 1 (e), the tribunal, taking into account the circumstances of the case, shall be free to determine which party shall bear such costs or may apportion such costs between the parties if it determines that apportionment is reasonable.

4. When the tribunal issues an order for the termination of the proceedings or makes an award on the agreed terms, it shall fix the costs of arbitration referred to in paragraph 1 in the text of that order of award.

5. No additional fees may be charged by a tribunal for interpretation or correction or completion of its award pursuant to Articles 34, 35 and 36.

Article 39

Deposit of costs

1. The tribunal, on its establishment, may request each party to deposit an equal amount as an advance for the costs referred to in Article 38 (1) (a), (b) and (c).

2. During the course of the arbitration proceedings, the tribunal may request supplementary deposits from the parties for valid reasons.

3. If the required deposits are not paid in full within 30 days after receipt of the request, the tribunal shall inform the parties in order that one or other of them may make the required payment. If such payment is not made, the tribunal may nevertheless decide to continue with, or order the suspension or termination of, the proceedings.

4. After the award has been made, the tribunal shall render an account to the parties of the deposits received and return any unexpended balance to the parties.

DECISION No 2/92 OF THE ACP-EEC COMMITTEE OF AMBASSADORS

of 22 December 1992

laying down the Staff Regulations of the Technical Centre for Agricultural and Rural Cooperation
under the Fourth ACP-EEC Convention

(93/132/EEC)

THE ACP-EEC COMMITTEE OF AMBASSADORS,

HAS DECIDED AS FOLLOWS:

Article 1

Having regard to the Fourth ACP-EEC Convention signed at Lomé on 15 December 1989, hereinafter referred to as 'the Convention', and in particular Article 53 thereof,

The Staff Regulations applicable to the staff of the Centre is hereby definitively adopted as set out in the Annex.

Having regard to Decision No 1/91 of the ACP-EEC Committee of Ambassadors of 19 April 1991 on the rules of operation of the Technical Centre for Agricultural and Rural Cooperation (hereinafter called the 'Centre'), and in particular Article 5 thereof,

Article 2

The rules adopted by the Director and notified to the Subcommittee for Cooperation on Agricultural and Rural Development before the entry into force of the Staff Regulations referred to in Article 1 shall be confirmed or amended by the Subcommittee within two months of the date of their notification. However, the rules may not enter into force before the implementation of the said Staff Regulations.

Whereas the Staff Regulations of the Centre should be laid down;

Whereas these Staff Regulations should also apply to the Director of the Centre, who is appointed by the ACP-EEC Committee of Ambassadors, pursuant to Article 4 (1) of its Decision No 1/91;

Article 3

The ACP States, the Member States and the Community shall be bound each to the extent to which it is concerned to take the measures necessary to implement this Decision.

Whereas steps should be taken to ensure the proper functioning of the Centre and to determine the conditions under which Protocol 3 on privileges and immunities, annexed to the Convention, can be applied to the staff of the Centre;

Article 4

This Decision shall enter into force on 1 January 1993.

Whereas, as provided for in the said Protocol 3, the staff of the Centre shall enjoy the customary privileges, immunities and facilities in the territory of the Member States and of the ACP States, in particular, whilst carrying out their duties; whereas these privileges, immunities and facilities must be treated as comparable to those of similar institutions operating under like conditions,

Done at Brussels, 22 December 1992.

By the ACP-EEC Committee of Ambassadors

The President

J. KERR

ANNEX

STAFF REGULATIONS APPLICABLE TO THE STAFF OF THE TECHNICAL CENTRE FOR
AGRICULTURAL AND RURAL COOPERATION (TCA) UNDER THE FOURTH ACP-EEC
CONVENTION

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TITLE I

GENERAL PROVISIONS

Article 1

1. These Staff Regulations, hereinafter referred to as 'the Regulations', are hereby established taking into account the international and public nature of the activity of the Centre. In particular, they regulate the rights and obligations of the staff; conditions relating to appointment, grading of posts and termination of service; working conditions; remuneration and social advantages; disciplinary arrangements and appeals procedures.

2. The Director of the Centre, hereinafter referred to as 'the Director', may adopt the rules or amendments to the rules, aimed at setting out in greater detail the principles embodied in these Staff Regulations; this option will apply in particular to aspects expressly provided for therein.

3. The Director shall notify the Subcommittee on Agricultural and Rural Development, hereinafter referred to as 'the Subcommittee', of rules or amendments to rules adopted as soon as possible and not later than 30 working days from the date of their adoption.

The Director may, if he considers it necessary, provisionally apply the rules adopted.

Not later than three months from the date of notification, the Subcommittee shall either approve the rules notified or make amendments thereto. The rules thus adopted by the Subcommittee shall apply from the date which they set. However, that date may not be earlier than the date of their adoption.

4. The ACP-EEC Committee of Ambassadors may at any time adopt amendments to these Regulations by introducing any adjustments it considers appropriate.

5. The Convention, The Headquarters Agreement between the Centre and the Netherlands, the Statute and Rules of Procedure of the Centre, the Regulations, the Financial Regulation of the Centre, the rules of operation approved in accordance with paragraphs 2 and 3 of this Article after the entry into force of the Regulations, the internal implementing rules established by the Director and any individual conditions laid down in writing at the time of appointment or subsequently, together make up the legal rules applicable to the Director, and the staff of the Centre within the meaning of Article 2, and are the only ones which they may invoke.

Article 2

1. These Regulations lay down the conditions applicable to:

- the Director,
- the staff of the Centre,
- the local staff of the Centre.

2. Within the meaning of these Regulations, a member of staff of the Centre is any person appointed by an instrument issued by the Director for a specified period and in the manner and within the limitations laid down herein.

3. For the purpose of these Regulations, a member of local staff is any person engaged under a contract of employment for a specified period by the Centre to perform manual or service duties in a post not specified in Article 7 and in accordance with local custom.

Article 3

The Director shall inform the Subcommittee of all major matters relating to recruitment of staff and the renewal, extension and termination of staff appointments. Such matters shall include, *inter alia*, vacancies, mode of advertisement of vacancies, applications received and the method and basis of selection of the candidates.

Article 4

1. The Staff may elect a Staff Committee to represent their interest *vis-à-vis* the Centre and maintain continuous contact between the Centre and the staff. It shall contribute to the smooth running of the service by providing a channel for the expression of opinion by the staff.

The Staff Committee may bring to the notice of the Directorship of the Centre any difficulty having general implication concerning the interpretation and application of these Regulations. It may be consulted on any difficulty of any kind in this area.

2. The Director must be informed of the election of the Staff Committee, the candidates put forward and the result of votes cast.

3. The Director may grant facilities for the performance of their duties on the Staff Committee to four members of the Committee at most.

Article 5

The Centre may draw upon the services of seconded experts.

Any national or international civil servant or private-sector executive with qualifications and experience equivalent to

that required by a member of staff of the Centre who is temporarily transferred there or temporarily exchanged with another member of staff under rules adopted by the Director shall be considered a seconded expert.

TITLE II

STAFF

CHAPTER I

APPOINTMENT — GRADING OF POSTS —
ESTABLISHMENT PLAN*Article 6*

1. The sole object of any appointment of a member of staff shall be to fill, in accordance with the conditions laid down in these Regulations, a vacancy for a post contained on the list of posts annexed to the budget in accordance with the provisions of Article 10.

2. Staff shall be appointed by the Director for a specified period which may expire no later than 31 August 1996. The duration specified in each letter of appointment may possibly be extended in the manner and within the limitations established in these Regulations, but may not extend beyond the above date, without prejudice to the provisions of Article 11 in the case of short-term appointments.

3. Any appointment or extension of appointment after 31 August 1996 shall be subject to authorization by and to conditions to be drawn up by the Subcommittee and the period of the appointment or extension may not extend beyond the date of expiry of the Convention.

4. The letter appointing a member of staff, drawn up in accordance with the specimen in Annex I, shall state the date on which the appointment takes effect and its duration, the category, level and step to which the individual is appointed and the obligation on the member of staff to comply with these Regulations.

Article 7

1. Posts covered by these Regulations shall be graded, according to the nature and level of duties to which they correspond, into three categories designated, in descending

hierarchical order: 'administrative', 'clerical' and 'supporting staff'.

2. Each category shall comprise levels and each level steps.

The categories, levels (with typical duties corresponding thereto) and steps are contained, along with other information, in the table referred to in Article 50.

On the basis of that table, the Director shall define the duties and powers attaching to each post at the Centre.

3. The 'administrative' category shall be for staff carrying out management and advisory duties in the sphere of agricultural and rural development and/or in that of information, requiring university-level education. This category shall comprise four levels:

(a) a level 2.A and a level 2.B for staff carrying out the duties of 'main expert', requiring specific professional experience of at least 20 and 15 years respectively;

(b) a level 2.C and a level 2.D for staff carrying out the duties of 'expert', requiring specific professional experience of at least 10 and five years respectively.

The number of 2.A posts may not exceed 20 % of the 'administrative' category posts.

4. The 'clerical' category shall comprise three levels:

(a) two levels for staff carrying out the duties of 'principal assistant' and 'clerical assistant' respectively, entailing executive duties requiring higher education:

— a level 3.A requiring professional experience of at least 10 years,

— a level 3.B requiring professional experience of at least five years;

- (b) a level 3.C for staff carrying out the duties of 'secretary', entailing clerical duties requiring secondary education and professional experience of at least three years.

5. The category 'supporting staff' shall comprise a level 4.A for staff carrying out the duties of 'technical staff', entailing manual or service duties requiring primary education, possibly supplemented by technical knowledge, and professional experience of at least two years.

Article 8

1. The grading of the member of staff at the time of appointment, specifying category, level and step, shall be established by the Director in accordance with rules adopted by the Director.

2. When recruited, the member of staff shall be graded at the first step of his level.

However, in order to take account of the training and specific professional experience of the person concerned, the Director may allow him to pass over one step by recruiting him at step 2.

3. Assignment of a member of staff to a post corresponding to a level higher than that at which he was appointed shall necessitate amendment of the instrument of appointment.

Article 9

1. The Director shall assign each member of staff by nomination or transfer to posts requiring duties of his category and level, purely in the interests of the Centre and without taking nationality into account.

2. Assignment of a member of staff to a post of head or deputy head of an administrative unit at any level shall be for functional reasons only.

3. Assignment of members of staff shall reflect as far as possible the joint ACP-EEC nature of the Centre.

Article 10

A table attached to the annual budget of the Centre shall fix the number of posts in each category and level and specify any vacancies. It shall also indicate the names of all staff members, mentioning their administrative level, their date of birth and their career development within the Centre.

Article 11

1. The Director may, exceptionally and in the manner and within the limits laid down in these Regulations, employ staff on short-term appointments for the performance of specific and properly defined tasks.

2. Such short-term appointments may be concluded with all the categories and levels of staff specified in the table referred to in Article 50. The normal duration of such appointments shall be six months.

These appointments shall not be subject to the rules on the age limit or the trial period on taking up one's duties.

3. This type of short-term appointment shall be used for:

- (a) duties created during a budgetary year which are likely to be part of the general structure of the departments in the following budgetary year;
- (b) short-term duties to supplement the capacity of staff on the spot in a specific sector of activity or in a specialized field;
- (c) short-term duties as back-up when recurrent activities are being launched or completed;
- (d) other short-term duties, in particular the provisional replacement of staff absent from the Centre for exceptional reasons.

4. Short-term appointments may be extended on one occasion by the Director for a maximum period of six months. At the end of that period, under exceptional circumstances, a second extension for a maximum period of six months shall be possible, but only with the prior approval of the Subcommittee.

5. On expiry of a short-term appointment, the duties of the member of staff must come to an end, and the person concerned may be appointed a staff member only on the basis of a competitive examination under the conditions laid down in Articles 27 to 30.

CHAPTER II

RIGHTS AND OBLIGATIONS

Article 12

1. Staff shall carry out their duties and conduct themselves solely with the interests of the Centre in mind; they shall neither seek nor take instructions from any government, authority, organization or person outside the Centre.

2. They shall not, without the permission of the Director, accept from any government or from any source outside the Centre any favour, gift or payment of any kind whatever, except for services rendered either before appointment or during special leave, and in respect of such services.

Article 13

1. Staff shall abstain from any action and, in particular, any public expression of opinion which may reflect adversely on their position or on the reputation of the Centre.

2. They may not engage in activities, whether gainful or not, likely to detract from their independence or be detrimental to the activity of the Centre.

Article 14

If the legal spouse of a staff member or the person with whom the staff member lives in a marital state is in gainful employment, the staff member shall inform the Centre thereof.

Should the nature of the employment prove to be incompatible with that of the staff member or with the interests of the Centre and if the staff member is unable to give an undertaking that it will cease within a specified and reasonable period, the Director shall decide whether the staff member is to continue in his post, have his appointment terminated, or be suspended.

Article 15

A staff member who, in the performance of his duties, is called upon to decide on a matter in the handling or outcome of which he has a personal interest such as to impair his independence shall inform the Director thereof.

Article 16

After leaving the service of the Centre, staff must continue to observe the rules of professional ethics and refrain from making statements likely to prejudice the interests of the Centre.

Article 17

1. Staff shall exercise the greatest discretion with regard to all facts and information coming to their knowledge in the course of or in connection with the performance of their duties; they shall not in any manner whatsoever

disclose to any unauthorized natural or legal person any document or information not already made public. They shall continue to be bound by this obligation after leaving the service.

2. Staff shall not, whether alone or together with others, publish or cause to be published, without the permission of the Director, any matter dealing with the work of the Centre. Permission shall be refused only where the proposed publication is liable to prejudice the interests of the Centre.

Article 18

All rights, including copyright and other intellectual property rights, in any writings or other work done by staff in the performance of their duties shall be the property of the Centre.

Article 19

Staff shall reside either in the place where they are employed or at no greater distance therefrom than is compatible with the proper performance of their duties.

Article 20

1. Whatever his rank, a staff member shall assist and tender advice to his superiors; he shall be responsible for the performance of the duties assigned to him.

2. A staff member in charge of any branch of the service shall be responsible to his superiors in respect of the authority conferred on him and for the carrying out of instructions given by him. The responsibility of his subordinates shall in no way release him from his own responsibilities.

3. A staff member who receives instructions which he considers to be irregular or likely to give rise to serious difficulties shall inform his immediate superior thereof, if necessary, in writing. If he then receives written confirmation of the instructions from his superior, he shall carry them out unless they constitute a breach of criminal law or would give rise to inordinate risk to personal security.

Article 21

1. A staff member shall be required to make good, in whole or in part, any damage suffered by the Centre as a result of serious misconduct on his part in the course of, or in connection with, the performance of his duties.

2. A reasoned decision shall be given by the Director, in accordance with the procedure laid down in regard to disciplinary matters.

Article 22

1. The privileges and immunities enjoyed by staff members of the Centre are accorded solely in the interests of the latter. Subject to the provisions of the Protocol on Privileges and Immunities to the Convention applicable to the Centre and its staff, staff members concerned shall not be exempt from fulfilling their private obligations or from complying with the laws and police regulations in force.

2. When such privileges and immunities are in dispute, the staff member concerned shall immediately inform the Director.

3. It is understood that, in accordance with the Convention, staff shall enjoy in the territory of the Member States and that of the ACP States, in particular during the performance of their duties, the customary advantages, immunities and facilities, which shall be determined by comparison with similar institutions operating under like conditions.

Article 23

1. The Centre shall assist any staff member in any legal proceedings against the perpetrators of threats, insulting or defamatory acts or utterances, or any attack to person or property to which the staff member or a member of his family is subjected by reason of his position or duties. It shall jointly and severally compensate for damage suffered thereby by any staff member in so far as the latter did not either intentionally or through grave negligence cause the damage and has been unable to obtain compensation from the person who did cause it.

2. The Centre shall facilitate the training of any staff member in so far as it is compatible with the requirements of the proper functioning of the service and is of benefit to the Centre.

Article 24

A staff member shall be entitled to exercise the right of association; he may in particular be a member of trade unions or staff associations.

Article 25

1. Staff may address a petition to the Director on questions concerning their duties.

2. Any decision relating to a specific individual which is taken under these Regulations shall at once be communicated in writing to the staff member.

3. Any decision adversely affecting a staff member shall state the grounds on which it is based.

Article 26

1. The Centre shall keep a personal file for each staff member containing:

- (a) all documents sent to the staff member concerning his administrative status and all reports relating to his ability, efficiency and conduct;
- (b) any comments by the staff member on such documents.

2. Any document contained in the staff member's personal file concerning a disciplinary measure for first degree of seriousness in accordance with Article 56 (2) shall be cancelled after a period of three years if no further disciplinary measure has been imposed on the staff member during that period.

3. The staff member's personal file shall be confidential and may be consulted only in the offices of the Centre's administration department. It shall, however, be forwarded or communicated, if need be, when a dispute between the Centre and the staff member is being settled.

CHAPTER III

RECRUITMENT — PERIODIC ASSESSMENT — PROFESSIONAL ADVANCEMENT — TERMINATION OF SERVICE — REMOVAL FROM POST

Section 1

Recruitment

Article 27

1. Recruitment of staff shall be directed at securing for the Centre the services of persons of the highest standard of ability, efficiency and integrity.

2. The staff member shall be selected on the basis of a competition in accordance with rules adopted by the Director.

3. The recruitment procedure established by the rules referred to in paragraph 2 shall be open and transparent, offering the same participation and appointment opportunities to all nationals of signatory States of the Convention.

Staff members shall be selected without reference to race, creed or sex.

No post shall be reserved for nationals of any specific Member State.

Given equivalent levels of professional qualifications and experience required for appointment to a post, recruitment shall be on as wide a geographical basis as possible from among nationals of States signatory to the Convention.

The appointments of staff members must reflect as far as possible the joint ACP-EEC nature of the Centre.

Article 28

1. A staff member may be appointed only on condition that:
 - (a) he is a national of one of the States signatory to the Convention;
 - (b) he has fulfilled any obligations imposed on him by the laws concerning military service applicable to him;
 - (c) he produces the appropriate character references as to his suitability for the performance of his duties;
 - (d) he was recruited in accordance with the competition-based procedure as referred to in Article 27 (2);
 - (e) he is physically fit to perform his duties, as determined by a medical examination by a medical practitioner appointed by the Centre;
 - (f) he produces evidence of a thorough knowledge of one of the Centre's principal working languages and a satisfactory knowledge of another working language of the Centre to the extent necessary for the performance of his duties.
2. Before taking up his duties, every staff member shall provide the Centre with the following documents:
 - (a) a medical certificate attesting to his capacity to carry out the duties for which he has been appointed;
 - (b) documentary evidence that he has fulfilled his military service obligations, if such obligations exist in his country;
 - (c) documentary evidence that he is a national of one of the States signatory to the Convention and that he enjoys his full rights as a citizen;
 - (d) documents relating to his civil status, and to that of his wife and dependent children.

3. At the request of the Centre, staff members must agree to undergo a medical examination by the Centre's medical officer before the end of the trial period.

Article 29

1. In order to fill vacant posts, the Director, after considering the possibilities of assigning members of staff from the Centre to those posts by transfer or advancement in level or category under the terms of Articles 33 and 34, shall initiate a recruitment procedure on the basis of a competition in accordance with the rules referred to in Article 27 (2).
2. The recruitment procedure may also be initiated in order to constitute a reserve list for future recruitment.

Article 30

1. On appointment, a staff member shall serve a trial period which may not exceed six months' duration. During that period his work will be periodically assessed by his superiors.
2. During that trial period, the Director may, without notice, terminate the appointment of a staff member who has failed to exhibit sufficient competence. Termination of the appointment shall take effect at the time the person concerned receives notification of the Director's decision.

Section 2

Periodic assessment — Professional advancement

Article 31

1. Every 12 months from the date of appointment and subject to rules laid down by the Director, the ability, efficiency and conduct in the service of a staff member shall be the subject of an assessment report by his superiors.
2. The assessment report shall be communicated to the staff member. He shall be entitled to make any comments thereon which he considers relevant.

Article 32

1. A member of staff, after satisfactory continuous service of not less than two years at the same level and step and whose appointment will continue for at least one month after that period, may have his step increased by one unit at the level at which he is graded, provided that he has not already reached the highest step at that level.

2. During the period between the date of signing of the Convention and 31 August 1996 this increase in step may take place only once.

3. The increase in step 1 during the period 1 September 1996 to the expiry of the Convention shall be subject to the authorization of, and conditions laid down by, the Subcommittee in accordance with Article 6 (3).

4. Staff members shall accede to the highest step in each level only on an exceptional basis and as a result of outstanding performance.

5. The abovementioned increases in step shall not be automatic and shall be decided on by the Director on the basis of the ability, efficiency and conduct of the staff member as assessed by his superiors and of changes in the complexity of his duties.

Article 33

1. Any advancement in level or category of a staff member shall occur only in order to fill vacancies and by means of appointment by the Director to the level or category immediately above, in accordance with rules adopted by the Director.

2. The appointment of a staff member to the level immediately above the category to which he belongs shall take place from among staff members who have completed a minimum length of service at their level, after consideration of their comparative merits and the reports of their hierarchical superiors.

3. A staff member may be appointed to the category immediately above only after a competitive examination among staff members applying, who have the requisite training and experience and have completed a minimum length of service at their level. The staff member shall be appointed to the lowest level of the new category.

4. The minimum length of service necessary for entitlement to advancement in level or category shall be laid down in the rules referred to in paragraph 1.

Article 34

1. The staff member shall be classified at the step for which the salary is closest to that which he was receiving at his previous level.

2. In no case shall a staff member receive at his new level a basic salary lower than that which he received at his former level.

Section 3

Termination of service — Termination of appointment

Article 35

1. Apart from cessation on death, employment shall cease:

(a) on the date stated in the instrument of fixed-term appointment;

(b) at the end of a period of notice corresponding to one month per year of service completed as from the date of appointment, this period being established on the initiative of the Centre or of the staff member, without prejudice to the provisions of paragraph 3 in the case of short-term appointments;

(c) at the end of the month during which the staff member reaches the age of 65 years, without prejudice to the provisions of Article 11 (2) in the case of short-term appointments.

2. In the event of termination of appointment on the initiative of the Centre before the end of the period laid down in the letter of appointment, the staff member shall be entitled, at the end of the period of notice provided for in paragraph 1 (b), to compensation equal to one-third of his basic salary for the period between his last day of work and the date on which the appointment was due to expire, without prejudice to the provisions of paragraph 3.

Where the Director causes the staff member's service to be terminated before the end of the abovementioned period of notice, the staff member shall nonetheless be paid the basic salary corresponding to the period of notice still to run.

3. Where the termination of duties takes place on the initiative of the Centre before the end of the period laid down in the letter of appointment for short-term appointments concluded pursuant to the terms of Article 11, it must be preceded by a period of notice of one month, the staff member being entitled in this case to compensation equal to half his basic salary for the period between his last day of work and the date on which the appointment was due to expire.

Article 36

The appointment of a staff member may be terminated without notice on the initiative of the Director:

(a) during or at the end of the probationary period, under the conditions set out in Article 30 (2);

(b) if the staff member ceased to fulfil the conditions set out in Article 28 (1);

(c) in the case provided for in Article 37;

(d) in the case provided for in Article 38.

Article 37

1. After completion of the disciplinary procedure laid down in Chapter VI of this Title, the appointment of a staff member may be terminated without notice on disciplinary grounds in serious cases of failure to comply with his obligations, whether intentionally or through negligence on his part. The decision to terminate an appointment shall be taken by the Director, after the person concerned has had an opportunity to submit his defence.

2. Prior to the termination of his appointment, the staff member may be suspended pursuant to the conditions set out in Article 58.

3. In the event of termination of duties pursuant to paragraph 1 of this Article, the Director may decide to withhold from the person concerned all or part of his entitlement to the compensation and reimbursement of costs provided for in the rules referred to in Articles 47 and 53.

Article 38

1. The appointment of a staff member must be terminated without notice by the Centre when the Director finds that, at the time of his appointment, the person concerned intentionally provided false information concerning his professional skills or the conditions set out in Article 28 (1).

2. In the case referred to in paragraph 1, the termination of the appointment shall be declared by the Director, after the person concerned has been heard and after completion of the disciplinary procedure laid down in Chapter VI of this Title.

3. Prior to the termination of his appointment, the staff member may be suspended under the conditions set out in Article 58.

The provisions of Article 37 (3) shall apply.

CHAPTER IV

WORKING CONDITIONS

Section 1

Duration of work

Article 39

1. Staff in active employment shall at all times be at the disposal of the Centre.

However, the normal working week shall not exceed 42 hours, the hours of the normal working day being

determined in accordance with rules laid down by the Director.

2. Exceptionally, and on duly justified grounds, the Director may authorize the staff member to work half-time if he considers that this would be fully in the interests of the Centre.

The arrangements for granting this authorization shall be set out in rules laid down by the Director.

3. A staff member authorized to work half-time shall, in each month, in the manner provided for by the Director, work one half of the normal working time.

Article 40

1. Staff may not be required to work overtime except in cases of urgency or exceptional pressure of work; night work and all work on Sundays or public holidays may be authorized only in accordance with rules laid down by the Director.

2. The total amount of overtime required of a staff member may not exceed 150 hours worked in a six-month period.

3. Overtime worked by staff in the 'administrative' and 'clerical staff' categories shall not create entitlement to compensation or to remuneration.

Under the conditions laid down in the rules referred to in paragraph 1, overtime worked by staff in the 'supporting staff' category shall create entitlement to a compensatory rest period or, if the needs of the service do not allow compensation in the six months following that during which the overtime was worked, to the automatic grant of a payment per hour of overtime fixed by those rules.

Section 2

Leave

Article 41

1. Staff shall be entitled to annual leave of not fewer than 24 working days nor more than 30 working days per calendar year, in accordance with rules laid down by the Director. Those rules shall specify the conditions for carrying over leave from one calendar year to the next.

2. Apart from this annual leave, staff may exceptionally, on request, be granted special leave by the Director in accordance with rules laid down by the Director.

Article 42

Female members of staff shall be entitled, in addition to the leave provided for in Article 41, and on production of a medical certificate, to maternity leave with full pay normally starting six weeks before the expected date of confinement shown in the certificate and normally ending 10 weeks after the date of confinement; such leave shall not be for less than 16 weeks.

However, at the request of the person concerned and with medical authorization, the Director may allow the maternity leave to start less than six weeks before the expected date of confinement shown in the certificate, ending in this case at the end of a period of 10 weeks after the date of confinement plus the time which the person concerned has continued to work as from the sixth week preceding the actual date of confinement.

Article 43

A staff member who provides evidence of incapacity to perform his duties because of sickness or accident shall automatically be entitled to sick leave, in accordance with rules adopted by the Director.

Article 44

The annual leave of a staff member authorized to work half-time shall, for the duration of such work, be reduced by half. Fractions of deductible days shall be disregarded.

Article 45

1. Except in case of sickness or accident, a staff member may not be absent without prior permission from his immediate superior: without prejudice to any disciplinary measures that may apply, any unauthorized absence which is duly established shall be deducted from the annual leave of the staff member concerned. If he has used up his annual leave, he shall automatically forfeit his remuneration for an equivalent period.

2. Where a staff member wishes to spend his sick leave in a place other than his place of employment, he shall be required to obtain prior authorization from the Director.

Section 3

Public holidays

Article 46

The list of public holidays shall be drawn up by the Director.

CHAPTER V

REMUNERATION AND VARIOUS BENEFITS

Article 47

1. Under the conditions set out in rules adopted by the Director, and save as otherwise provided, a staff member shall be entitled to the remuneration relating to his category, level and his step by the sole fact of his appointment.

He may not waive this entitlement.

2. This remuneration shall comprise a basic salary and family and other allowances.

Article 48

The remuneration shall normally be expressed and paid in Dutch guilders, unless a duly substantiated exception is made.

Article 49

The Subcommittee may decide, on a proposal from the Director, to adjust remuneration in order to take account of trends in the cost of living in the place of employment and in purchasing power in the Community.

Article 50

The basic monthly salaries shall be fixed for each category, level and each step in accordance with the table in Annex II to the Regulations, of which it forms an integral part.

Article 51

1. The family allowances to which a staff member is entitled shall be laid down in the rules mentioned in Article 47 and comprise:

(a) the household allowance;

(b) the dependent child allowance;

(c) the education allowance.

2. A staff member in receipt of the family allowances referred to in this Article shall be required to declare allowances of the same type paid elsewhere, these allowances being deducted from those paid under the Regulations.

3. The dependent child allowance may be doubled by a special and duly justified decision of the Director taken on the basis of substantiating medical documents drawn up by a doctor designated by the Centre certifying that the child in question imposes on the official heavy burdens resulting from a mental or physical handicap suffered by the child.

Article 52

If a staff member dies during his term of employment, the surviving legal spouse or the dependent children shall receive the overall remuneration of the deceased until the end of the sixth month following that of the death.

Article 53

Under the conditions set out in the rules indicated in Article 47, a staff member shall be entitled to reimbursement of the expenses which he incurred on taking up his duties, on being transferred, or at the end of his appointment, as well as the expenses he incurred in the pursuit, or in connection with the pursuit, of his duties, without prejudice to the provisions of Article 37 (3).

Article 54

1. In the event of the death of a staff member, of his legal spouse, of his dependent children or of the other persons dependent upon him within the meaning of the rules referred to in Article 47 and living under his roof, the costs incurred in respect of the transporting of the body from the staff member's place of employment to his place of origin shall be reimbursed by the Centre. An advance may be granted for that purpose by the Centre.

The Centre shall also reimburse travel expenses and the costs relating to the transporting of the personal effects and luggage of the surviving persons mentioned in the preceding paragraph returning to the place of origin of the deceased staff member.

2. If a staff member dies during a mission, the costs incurred in respect of the transporting of the body from the place of death to the staff member's place of origin shall be reimbursed by the Centre.

Article 55

Any sum overpaid shall be recovered if the recipient had knowledge of the irregularity of the payment or if such irregularity was so obvious that he could not fail to have knowledge of it. The arrangements for recovery shall be laid down by the Director.

CHAPTER VI

DISCIPLINARY MEASURES

Article 56

1. Any failure by a staff member to comply with his obligations under these Regulations, whether intentionally or through negligence on his part, shall make him liable to disciplinary action.

2. Disciplinary measures shall take one of the following forms:

— measures for first degree of seriousness:

(a) written warning;

(b) reprimand,

— measures for second degree of seriousness:

(c) relegation in step;

(d) downgrading in level or category;

(e) removal from post.

3. A single offence shall not give rise to more than one disciplinary measure.

Article 57

1. The Director may issue the warning and the reprimand, without consulting the Subcommittee, on a proposal from the staff member's immediate superior or on his own initiative. The person concerned shall be heard beforehand.

2. The other measures shall be imposed by the Subcommittee after completion of the disciplinary procedure laid down in Article 59. This procedure shall be initiated by the Director after hearing the person concerned.

Article 58

1. Where an allegation of serious misconduct is made against a staff member, whether this amounts to failure to carry out his official duties or to a breach of law, the Director may order that he be suspended. The decision that a staff member be suspended shall be taken as a

precautionary step within four working days of the day following discovery of the acts with which he is charged.

2. The decision that a staff member be suspended shall specify whether he is to continue to receive his remuneration during the period of suspension or what part thereof is to be withheld: the part withheld shall not be more than half the staff member's basic salary.

3. Where no decision has been taken on the staff member by the end of two months, from the date when the decision that the staff member be suspended came into force, the maintenance of that suspension must be confirmed by the Subcommittee.

4. Where no decision has been taken on the staff member by the end of four months, from the date when the decision that the staff member be suspended came into force, the staff member shall again receive his full remuneration.

5. Where, at the end of the disciplinary procedure, no disciplinary action has been taken in respect of a staff member, or no other measure than a written warning or reprimand, the staff member concerned shall be entitled to reimbursement of the amount of remuneration withheld.

6. Where, however, the staff member is prosecuted for those same acts, a final decision shall be taken only after a final verdict has been reached by the court hearing the case.

Article 59

1. The subcommittee shall be provided with a report from the Director which must clearly state the facts complained of and, if appropriate, the circumstances in which they occurred.

This report shall be sent to the Secretary of the Subcommittee, who shall bring it to the attention of the members of the Subcommittee and notify the staff member charged thereof by registered letter.

Any frustration of delivery ascribable to the staff member and any refusal by the staff member to sign an acknowledgement of receipt shall count as notification.

2. The Director may appoint a rapporteur, preferably with legal training and independent of the Centre.

3. On receipt of the report, the staff member charged shall have the right to see his complete personal file and to take copies of all documents relevant to the proceedings.

4. The staff member charged shall have one month from the date of receipt of the registered letter with the report initiating disciplinary proceedings to submit comments in writing and call witnesses.

5. The Director of the Centre shall likewise have the right to call witnesses.

6. After consideration of the documents submitted and having regard to any statements made in writing by the staff member concerned and also to the results of any enquiry undertaken, the Director or, where appropriate, the rapporteur shall issue a final report containing a reasoned opinion on the disciplinary measure appropriate to the facts complained of and shall forward this opinion to the Subcommittee and the staff member concerned.

7. The Subcommittee shall take its decision within a maximum of two months.

TITLE III

THE DIRECTOR

Article 60

1. The provisions of these Regulations laying down rights and obligations for staff shall apply *mutatis mutandis* to the Director.

2. Where, in the context of these Regulations, it is provided that the Director shall take decisions with respect to the staff and local staff, the Subcommittee shall take such decisions with respect to the Director.

Similarly, where it is provided that the staff and local staff shall give information to the Director and the Director shall give such information to the Subcommittee.

TITLE IV

PROVISIONS CONCERNING SOCIAL SECURITY, TAXATION AND APPEALS

CHAPTER I

Article 63

SOCIAL PROVISIONS

Section 1

Social security

Article 61

1. As regards social-security schemes, the staff member, the Director and, to the extent necessary, members of their family, may choose between the scheme of the State in whose territory the Centre has its headquarters, the scheme of the State where they last resided or that of the State of which they are nationals.

However, this choice may be exercised only once and must be made within three months of the date of appointment; it shall take effect on the date on which duties are taken up.

2. The staff member, the Director and their legal spouses, where these are not eligible for benefits of the same type and level under all other legal provisions or regulations, their children and other dependent persons under the rules referred to in Article 47, shall be covered against illness. The degree of cover shall be defined in rules adopted by the Director.

3. One-third of the contributions necessary to provide such cover against illness shall be borne by the insured person in accordance with the rules referred to at the end of paragraph 2, second sentence.

Article 62

1. The staff member and the Director shall be insured from the date of their entering the service against the risk of occupational disease and of accident, subject to the rules laid down in Article 61 (2), second sentence. They shall contribute to the cost of insuring against these risks.

2. Risks not covered, benefits payable and expenses covered shall be specified in the rules mentioned in paragraph 1.

1. On the birth of a child to a staff member or the Director, a single, flat-rate grant shall be paid to the person who has actual care of the child in accordance with the rules referred to in Article 61 (2), second sentence.

2. The recipient of the grant on the birth of a child must declare any grants of the same nature received from other sources for the same child; such grants shall then be deducted from the grant referred to in paragraph 1. This grant shall be paid once only, where both parents as staff members of the Centre are potentially eligible.

Section 2

Provident fund

Article 64

1. The Centre shall set up a provident fund for the staff members and the Director in accordance with rules adopted by the Director. The methods of compulsory contribution to the fund by these staff members and by the Centre, together with the methods of payment by the fund to staff members leaving the service of the Centre shall be established by these rules.

2. One-third of the contributions necessary to set up the provident fund shall be borne by the insured person in accordance with the rules referred to in paragraph 1.

CHAPTER II

TAX PROVISIONS

Article 65

1. The Director and the staff of the Centre shall be liable to a tax for the benefit of the Centre on remuneration paid by the Centre.

The conditions and the procedure for applying this tax are laid down in Annex III to these Regulations. The Subcommittee shall be empowered to amend that Annex if necessary.

2. Tax shall be collected by the Centre by means of deduction at source. The proceeds of the tax shall be entered as revenue in the budget of the Centre.

3. The persons referred to in paragraph 1 shall be exempt from national taxes on remuneration paid by the Centre.

CHAPTER III

APPEALS PROVISIONS

Article 66

1. Staff members and the Director may submit to the competent authority a request that it take a decision relating to them. The competent authority shall notify the person concerned of his reasoned decision within two months from the date on which the request was made. If at the end of that period no reply to the request has been received, this shall be deemed to constitute an implied decision rejecting it, against which a complaint may be lodged in accordance with the following paragraph.

2. Staff members and the Director may submit to the competent authority a complaint against an act adversely affecting them, either where the competent authority has taken a decision, or where it has failed to adopt a measure prescribed by the Regulations. The complaint must be lodged within a period of one month. The period shall begin:

- on the date of notification of the decision to the person concerned, but in no case later than the date on which the latter received such notification, if the measure affects a specified person; if, however, an act affecting a specified person also involves another person, the period shall start to run in respect of that other person on the date on which he receives notification thereof,

- on the date of expiry of the deadline prescribed for a reply, where the complaint concerns an implied decision rejecting a request as provided for in paragraph 1.

The competent authority shall notify the person concerned of its reasoned decision within two 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, against which an appeal may be lodged pursuant to Article 67.

3. The competent authority within the meaning of this Article shall be:

- the Director for staff members,
- the Subcommittee for the Director,
- the Subcommittee for cases of appeal against a disciplinary measure taken by the Director.

Article 67

1. Disputes between staff members and the Centre, as well as disputes between the Director and the Centre, must be resolved by conciliation or arbitration in accordance with the conciliation and arbitration procedure set out in Annex IV to these Regulations, of which it forms an integral part.

2. The decisions taken by the Arbitration Board pursuant to the conciliation and arbitration procedure shall be binding on the parties and, to the extent necessary, shall be rendered enforceable for the relevant authorities of the Member States of the Community or of the ACP States and for the institutions and bodies set up under the Convention.

3. The disputes referred to in paragraph 1 may not be subject to any other method of settlement.

TITLE V

LOCAL STAFF

Article 68

1. Local staff shall be engaged by the Director on employment contracts for a specified period expiring not later than 31 August 1996.

2. With the exception of Articles 6 to 11, 30, 32 to 38, 41 to 44, 47 to 51 and Chapter VI, Title II shall apply *mutatis mutandis* to local staff.

Article 69

The conditions of employment of local staff and in particular:

- (a) the manner of their engagement and termination of their contracts;
- (b) leave; and
- (c) grading and remuneration

shall be determined by the Director in accordance with current rules and practices in the place where they are to perform their duties.

Article 70

The Centre shall cover the employer's share of the social-security contributions required under current regulations in the place where a local staff member is to perform his duties.

Article 71

Any member of the local staff may submit to the Director a request that he take a decision relating to him. The

Director shall notify the person concerned of his decision, giving the grounds therefor, within one month of the date on which the request was made. If at the end of that period no reply to the request has been received, this shall be deemed to constitute an implied rejection against which an appeal may be lodged in accordance with Article 72.

Article 72

Disputes between the Centre and local staff shall be referred to the competent court in accordance with the legislation in force at the place where the local staff member performs his duties.

TITLE VI

FINAL PROVISIONS

Article 73

These Regulations shall enter into force at the same time as the Decision of the ACP-EEC Committee of Ambassadors adopting them.

ANNEX I TO THE STAFF REGULATIONS

TECHNICAL CENTRE FOR AGRICULTURAL AND RURAL COOPERATION (TCA)

LETTER OF APPOINTMENT ⁽¹⁾ to:

Mr(Mrs)
.....
born on .. / .. / in
of nationality
holder of passport No
issued on .. / .. / in

In view of the information you supplied in your application and following the competitive recruitment procedure, the Technical Centre for Agricultural and Rural Cooperation (TCA), represented by its Director, acting as appointing authority in accordance with Article 6 of the Annex to Decision No 2/92 of the ACP—EEC Committee of Ambassadors laying down the Staff Regulations of the TCA under the Fourth ACP—EEC Convention, has decided to appoint you to the staff of the TCA.

The conditions of your appointment are as follows:

1. DURATION

The appointment shall be valid for a period of, from .. / .. / to .. / .. /

2. PROBATION PERIOD

The first six months of employment shall be regarded as a trial period. During this period, either party may terminate this appointment by registered letter without prior notice.

This trial period shall apply only in the case of a first appointment.

3. PLACE

The place of employment is currently

4. CLASSIFICATION

Category:

Level:

Step:

You agree to be assigned by the Director, whenever he considers it to suit the requirements of the TCA, to a post requiring your category and level which may involve changes in your duties.

⁽¹⁾ This specimen letter of appointment will have to be adapted for the short-term appointments referred to in Article 11 of the Regulations to take account of those provisions of the Regulations applicable to that type of appointment and to allow for individual conditions established when the appointment is made.

5. WORKING WEEK

The working week consists of hours.

6. TERMINATION OF SERVICE FOLLOWING A PERIOD OF NOTICE

In accordance with Article 35 (1) (b) of the Staff Regulations of the TCA under the Fourth ACP—EEC Convention, either party may terminate this appointment following a period of notice corresponding to one month per completed year of service notified by registered letter.

7. STAFF REGULATIONS

The two parties hereto acknowledge that they are bound by the following:

- (a) the rules of operation of TCA and the Staff Regulations of the TCA under the Fourth ACP—EEC Convention;
- (b) the various internal rules issued by the TCA in accordance with the aforementioned Staff Regulations, of which you state you have cognizance; no amendments to those rules may be invoked against you unless they are notified;
- (c) any individual conditions which the TCA may lay down for you, in accordance with Article 1 (5) of the aforementioned Staff Regulations.

You hereby expressly waive those benefits, provided for in those Staff Regulations upon entry into service, which you already received on the occasion of any previous appointment.

Your years of service in any previous appointment shall be taken into account in this appointment.

8. ARBITRATION

Any disputes between you and the TCA shall be resolved by conciliation or arbitration in accordance with the Rules on Conciliation and Arbitration set out in Annex IV to the Staff Regulations of the TCA under the Fourth ACP—EEC Convention.

Disputes may not be resolved in any other manner.

Both parties hereby expressly and mutually renounce any form of settling disputes other than that set out in the said Rules on Conciliation and Arbitration and recourse to any other judicial body.

9. STATEMENTS

Annex A (administrative statement) and Annex B (family statement) form an integral part of this letter of appointment.

To the Director of the TCA

I duly accept the above appointment as well as the conditions laid down therein.

I am acquainted with the rules of operation of the TCA, the Staff Regulations of the TCA under the Fourth ACP—EEC Convention and the internal rules of the TCA.

I agree to abide by the Rules on Conciliation and Arbitration to settle any dispute with the TCA and I expressly renounce any other form of settlement, including recourse to any other judicial body.

.....
(date)

.....
(Signature of person appointed)

*Annex A to ANNEX I***ADMINISTRATIVE STATEMENT**

Name:

Forename(s):

Date of birth:

Family situation:

Date of appointment:

Date on which this appointment takes effect:

Term of the appointment:

Place of origin:

Place of residence for employment purposes:

Category, level and step:

Basic monthly salary:

Special clauses:

Signature of person appointed

(.....)

*Annex B to ANNEX I***FAMILY STATEMENT**

Name:

Forename(s):

Place and date of birth:

DEPENDENTS

Name and forename(s)	Place and date of birth	Relationship	Civil status	Nationality
.....				
.....				
.....				
.....				
.....				

The undersigned hereby certifies that the above information is correct.

Wageningen,

Signature of the person appointed

(.....)

ANNEX II to the staff regulations

GROSS BASIC MONTHLY SALARY TABLE (Fl)

(Applicable as from 1 July 1989)

Category	Level	Duties	Step				
			1	2	3	4	5
1. Director	1.A	Director	18 845				
2. Administrative	2.A	Main expert	13 460	14 270	15 075		
	2.B		10 770	11 415	12 115	12 815	13 570
	2.C	Expert	9 420	10 015	10 605	11 200	11 845
	2.D		7 540	7 995	8 480	8 990	9 530
3. Clerical	3.A	Principal assistant	6 300	6 675	7 055	7 510	7 970
	3.B	Clerical assistant	4 845	5 140	5 440	5 760	6 085
	3.C	Secretary	3 500	3 715	3 930	4 145	4 415
4. Supporting staff	4.A	Technical staff	2 855	3 015	3 175	3 340	3 555

ANNEX III to the Staff Regulations

CONDITIONS AND PROCEDURE FOR APPLYING THE TAX FOR THE BENEFIT OF THE CENTRE

1. The following shall be liable to the tax for the benefit of the Centre referred to in Article 65 of the Staff Regulations: the Director and the staff of the Centre, excluding local staff.

The tax shall be payable each month on salaries, wages and emoluments paid by the Centre to each person liable.

However, monies and allowances, whether lump sums or not, which represent compensation for expenses incurred in the performance of official duties, shall be excluded from the basic taxable amount.

2. Family allowances and social benefits shall be deducted from the basic taxable amount.
3. An abatement of 10 % for occupational and personal expenses shall be made from the amount obtained by applying paragraphs 1 and 2 of this Annex.

An additional abatement equivalent to twice the amount of the allowance received by the person liable for a dependent child shall be made for each dependent child or person.

To calculate the basic taxable amount, an additional abatement of 13 % shall be applied to the gross remuneration of each expatriate member of staff. The minimum abatement under this provision shall not be less than Fl 404.

Amounts paid by the person liable under the social security legislation to which he is subject shall be deducted from the basic taxable amount.

4. The tax shall be calculated on the taxable amount obtained by applying paragraph 3 disregarding any amount not exceeding Fl 148 and by applying the rate of:

— 0 %	to amounts of less than Fl 148
— 8 %	to amounts between Fl 148 and 2 355
— 10 %	to amounts between Fl 2 356 and 3 244
— 12,5 %	to amounts between Fl 3 245 and 3 718
— 15 %	to amounts between Fl 3 719 and 4 222
— 17,5 %	to amounts between Fl 4 223 and 4 696
— 20 %	to amounts between Fl 4 697 and 5 155
— 22,5 %	to amounts between Fl 5 156 and 5 629
— 25 %	to amounts between Fl 5 630 and 6 088
— 27,5 %	to amounts between Fl 6 089 and 6 562
— 30 %	to amounts between Fl 6 563 and 7 022
— 32,5 %	to amounts between Fl 7 023 and 7 496
— 35 %	to amounts between Fl 7 497 and 7 955
— 40 %	to amounts between Fl 7 956 and 8 428
— 45 %	to amounts above Fl 8 428

The amount of tax shall be rounded down to the nearest unit.

The taxable amounts set out above shall be those applicable on 1 July 1989.

5. By way of derogation from paragraphs 3 and 4, the sums paid as compensation for overtime shall be assessed for purposes of the tax at the rate which, in the month preceding that of payment, was applied to the highest taxable amount of the remuneration of the staff member.

Payments made on account of termination of service shall be taxed, after applying the abatements laid down in the first three subparagraphs of paragraph 3, at a rate equal to two-thirds of the ratio existing at the time of last salary payment, between:

- the amount of tax payable, and
- the basic taxable amount as defined in paragraphs 1, 2 and 3.

6. When the taxable payment covers a period of less than one month, the rate of the tax shall be that which is applicable to the corresponding monthly payment.

When the taxable payment covers a period of more than one month the tax shall be calculated as if this payment had been spread evenly over the months to which it relates.

Corrective payments not related to the month during which they are paid shall be subject to the tax to which they would have been subject had they been made at the proper time.

7. The Subcommittee shall adopt any provisions necessary for implementing the provisions of this Annex.

The Director of the Centre shall ensure that these provisions are implemented.

Where necessary, he shall refer by analogy to the relevant regulations applicable to officials of the European Communities, in particular Council Regulation (EEC, Euratom, ECSC) No 260/68 of 29 February 1968 laying down the conditions and procedure for applying the tax for the benefit of the European Communities ⁽¹⁾, as last amended.

⁽¹⁾ OJ No L 56, 4. 3. 1968, p. 8.

ANNEX IV TO THE STAFF REGULATIONS
RULES ON CONCILIATION AND ARBITRATION

I. INTRODUCTORY RULES

Article 1

Scope

Disputes between the staff of the Centre and the Director on the one hand and the Centre on the other shall be settled by conciliation or by arbitration in accordance with these procedural rules.

Article 2

Definitions

In these rules, unless the context requires otherwise, the following words and expressions shall have the meaning here assigned to them:

- *ACP State*: a State belonging to the African, Caribbean and Pacific group of States which are signatories to the Convention,
- *Member State*: a Member State of the European Economic Community (EEC),
- *the tribunal*: the arbitral tribunal,
- *appointing authority*: the authority agreed by the parties to an arbitration or, in the absence of such agreement, identified by these rules, as the authority to appoint an arbitrator,
- *the Convention*: the Fourth ACP-EEC Convention,
- *the Council of Ministers*: the ACP-EEC Council of Ministers referred to in the Convention,
- *the Subcommittee*: the Subcommittee for Cooperation on Agricultural and Rural Development,
- *the Centre*: the Technical Centre for Agricultural and Rural Cooperation (TCA),
- *Staff Regulations*: the Staff Regulations for the Centre under the Fourth ACP-EEC Convention,
- *claimant*: the party which commences arbitration proceedings by giving notice to the other party requesting the arbitration and submitting claims,
- *respondent*: the party to the arbitration against whom claims are made,
- *party*: when used in connection with an arbitration, the claimant or respondent in the arbitration.

Article 3

Notice and calculation of time

1. Any notice provided by these rules shall be served by registered letter or physically delivered with a request for a dated acknowledgement of receipt in either case. A notice shall be deemed to have been received on the day it is so delivered. Any failure to serve notice ascribable to the recipient or any refusal to sign an acknowledgement of receipt shall constitute notice.

2. For the purposes of calculating a period of time under these rules, such period shall begin to run on the day following the day when a notice, communication or proposal is received. If the last day of such period is an official holiday or a non-working day at the address mentioned in the notice, communication or proposal, the period shall be extended until the first working day which follows. However, official holidays or non-working days occurring while the period of time is running shall be included.

Article 4

Conciliation

1. At any time before a request for arbitration, a person with the right to request the arbitration may request the settlement of the dispute by conciliation in accordance with these rules.

2. If the dispute is between the Director and the Centre, the claimant shall send the Subcommittee a request for the appointment of a conciliator.

The appointment shall be made by the Subcommittee within 60 days at most following receipt of the request.

3. If the dispute is between a member of staff and the Centre, the claimant shall send the Subcommittee a request for the appointment of a conciliator. The appointment shall be made within 45 days at most.

4. To qualify for appointment as conciliator, the person must have the nationality of one of the signatory States of the Convention.

5. Within 30 days of receiving notice of the appointment of the conciliator, the party making a request for conciliation shall notify the other party and the conciliator of the request.

The request shall consist of a statement of the case of the claimant and shall be accompanied by copies of relevant papers and documents.

6. Within 30 days of receiving notice of the request, the other party shall submit to the conciliator and to the claimant a reply to the claimant's case.

7. The proceedings of the conciliator shall be as informal and expeditious as is compatible with a just and objective settlement of the dispute and shall be based on a fair hearing of each party. Each of the parties may be represented or assisted by an agent of his choice.

8. After examining the case, the conciliator shall submit terms of settlement to the parties.

9. Should a settlement result, the conciliator shall draw up and sign a record of the settlement. The record shall be signed by the parties to signify their acceptance thereof. The record of the settlement so signed by the parties shall be binding upon them.

10. Copies of the record of settlement so signed shall be given to the parties.

11. Should a settlement not result within four months of the appointment of the conciliator, the parties shall be at liberty to refer their dispute to arbitration under these rules, in which case nothing that has transpired in connection with the proceedings before the conciliator shall in any way affect the legal rights of any of the parties to the arbitration.

12. No person having sat as conciliator for the settlement of a dispute may be appointed arbitrator for the same matter.

II. THE TRIBUNAL

Article 5

Nationality of arbitrators

To qualify for appointment as an arbitrator, a person must have the nationality of one of the signatory States of the Convention.

Article 6

Number of arbitrators

For the tribunal to be constituted by one arbitrator only, agreement on the latter's appointment must be reached by the parties within 30 days of the receipt by the respondent of the notice commencing the arbitration proceedings as provided for in Article 16. If the parties fail to agree to the choice of a single arbitrator within the time specified, the tribunal shall be constituted by three arbitrators.

Article 7

Appointment of three arbitrators

1. If three arbitrators are to be appointed, each party shall appoint one arbitrator. The two arbitrators thus appointed shall choose the third arbitrator who shall be the presiding arbitrator of the tribunal.

2. The appointment by each party of an arbitrator shall be made within 30 days from the date of the agreement between the parties that the tribunal be constituted by three arbitrators, or the date when it was ruled out under the terms of Article 6 that the tribunal be composed of a sole arbitrator.

3. If:

(a) within 30 days of the appointment by each party of his arbitrator, the two appointed arbitrators have not chosen the third arbitrator,

or

(b) within 30 days after receipt of notification of the appointment by one party of an arbitrator, the other party has not notified the first party of the arbitrator he has appointed,

the required arbitrator shall, upon request by either party, be appointed by the appointing authority.

4. The appointing authority shall be agreed by the parties not later than 60 days after the particular failure which gives rise to the need to invoke that authority. If upon expiry of that period an appointing authority has not been agreed by the parties, either party may request the most senior in rank from amongst the judges of the International Court of Justice at The Hague who are nationals of the ACP States and the Member States to exercise the powers of the appointing authority.

Article 8

Appointments by the appointing authority

1. When an appointing authority is requested to appoint an arbitrator, the party which makes the request shall send to the appointing authority a copy of the notice of arbitration referred to in Article 16. The appointing authority may require from either party such information as he deems necessary for the discharge of his function.

2. Either party may propose to the appointing authority the names of persons suitable for appointment as arbitrators. Where such proposal is made, the full name, address and nationality of the persons proposed shall be given, together with a description of their qualifications.

3. The appointing authority shall appoint the arbitrator or arbitrators as promptly as possible, having due regard to the interests of the parties and the nature of the dispute.

Article 9

Challenge of arbitrators

1. A prospective arbitrator shall disclose to those who approach him in connection with his possible appointment any facts or circumstances likely to give rise to justifiable doubts or suspicion as to his impartiality or independence. A person appointed arbitrator shall disclose such facts or circumstances to the parties unless they have already been informed by him of these circumstances.

2. Any arbitrator may be challenged by a party if facts or circumstances exist which give rise to justifiable doubts or suspicion as to his impartiality or competence. However, a party

may challenge an arbitrator appointed by him, or in whose appointment he has participated, only for reasons of which he becomes aware after the appointment has been made.

3. A party who intends to challenge an arbitrator shall send a notice of his challenge in writing, stating the reasons therefor to the tribunal, the challenged arbitrator and the other party. The notice shall be sent within 15 days of the constitution of the tribunal or of the appointment of the challenged arbitrator, whichever is later, or within 15 days after the circumstances justifying the challenge become known to the party making the challenge.

Where a challenge made by one party is agreed by the other party, or where the challenged arbitrator withdraws from office, the authority of that arbitrator in the arbitration proceedings shall forthwith terminate. Neither the agreement of the parties to the challenge, nor the withdrawal from office of the challenged arbitrator, implies acceptance of the validity of the challenge.

4. If the other party does not agree to the challenge, or if the challenged arbitrator does not withdraw, a decision on the challenge shall be made as follows:

- (a) where the appointment of the arbitrator was made by an appointing authority, by that authority;
- (b) where the appointment of the arbitrator was not made by an appointing authority, by the other members of the tribunal, if there are such others;
- (c) in all other cases, or in case of disagreement between the other members of the tribunal, by an appointing authority designated or to be designated in accordance with the procedure provided in Article 7 (4). The decision of that appointing authority shall be final.

Article 10

Replacement of arbitrator

1. In the following cases, a substitute arbitrator shall be appointed in accordance with the procedure laid down in Articles 8, 9 and in this Article, which is applicable to the appointment of the particular arbitrator being replaced:

- (a) a challenge to an arbitrator has been agreed to by the other party; or
- (b) a challenged arbitrator has withdrawn; or
- (c) notwithstanding the absence of agreement of the other party, or a refusal by the challenged arbitrator to withdraw, the challenge is sustained; or
- (d) an arbitrator dies during the course of the arbitration proceedings; or
- (e) for any other reason, an arbitrator fails to act or it becomes impossible *de jure* or *de facto* for him to perform his functions.

2. If an arbitrator is replaced, any hearing held previously may, at the discretion of the tribunal, be repeated and any decision or order made in the course of the proceedings may be set aside by the tribunal.

III. ARBITRATION PROCEEDINGS

Article 11

General provisions

1. Subject to these rules, the tribunal may conduct the arbitration in such manner as it considers appropriate.

2. The tribunal shall conduct the arbitration as expeditiously and with such due regard for the saving of costs as is consistent with doing justice between the parties. The parties shall be treated equally, and at any stage of the proceedings each of them shall have every opportunity of exercising his rights and presenting his case.

3. If either party so requests at any stage of the proceedings, the tribunal shall hold hearings for presentation of evidence by witnesses, including expert witnesses, or for oral argument. In the absence of such a request, the tribunal shall decide whether to hold such hearings or whether the proceedings shall be conducted on the basis of documents and other materials.

4. All documents or information supplied to the tribunal by one party shall at the same time be communicated by that party to the other party. No such document or information may be used in support of a party's case unless there is proof that it has been communicated to the other party.

Article 12

Applicable law and procedural rules

1. The tribunal shall apply to the questions in dispute, whether of a general or an individual nature, the rules and legal principles arising from the Convention, the headquarters agreement between the Centre and the Netherlands, the rules of operation of the Centre, the Staff and Financial Regulations of the Centre, any kind of rules under these Staff Regulations which are adopted by the Director and confirmed by the Subcommittee, with or after the entry into force of the Staff Regulations, internal implementing rules laid down by the Director, and any individual conditions laid down in writing at the time of the appointment or laid down in writing after the event.

2. If the parties expressly so authorize the tribunal in the course of the arbitration proceedings, it shall decide as amicable compounder or *ex aequo et bono*.

3. The entire arbitration proceedings shall be conducted in accordance with these rules. In the absence of agreement between the parties, any procedural matter which is not provided for in these rules shall be decided by the tribunal, which shall ensure in particular, in such a case, that the principle of equality between the parties is observed.

Article 13

Language of the proceedings

1. Arbitration proceedings shall be conducted and the arbitration award made in the language proposed by the parties. In the event

of disagreement on this matter, the tribunal shall determine the language of the proceedings.

2. The tribunal may order that any document annexed to the statement of claim or statement of defence or any other document or exhibit submitted in the course of the proceedings in a language other than the language of the proceedings shall be accompanied by a certified translation into the language of the proceedings.

Article 14

Venue of the proceedings

Arbitration proceedings shall be conducted in a State signatory to the Convention. In the event of disagreement on this matter, the tribunal shall determine the venue.

Article 15

Representation and assistance

The parties may be represented and/or assisted by persons of their choice. The name and address of such persons must be communicated in writing to the other party and to the tribunal. Such communication must specify whether the person named is appointed for the purpose of representation or assistance.

Article 16

Commencement of arbitration proceedings

1. The claimant in an arbitration shall give to the respondent a notice of arbitration. The claim shall imply recognition of the necessity of the arbitration and of these proceedings, the definitive and non-appealable nature of the final award, and renunciation of any other mode of settling the dispute, including application to any court.

2. Arbitration proceedings shall be deemed to commence on the date on which the notice of arbitration is received by the respondent.

3. The notice of arbitration shall include the following:

- (a) a demand that the dispute be referred to arbitration;
- (b) the name and address of the parties;
- (c) the general nature of the claim and the amount involved, if any;
- (d) the relief or remedy sought and a summary of the grounds therefor.

4. The notice of arbitration may also include:

- (a) the name of the person for appointment as a sole arbitrator;
- (b) the notification of the appointment by the claimant of an arbitrator referred to in Article 7 (1);
- (c) the statement of claim referred to in Article 17.

Article 17

Statement of claim

1. Unless the statement of claim was contained in the notice of arbitration, the claimant shall, within a time limit to be determined by the tribunal, communicate his statement of claim in writing to the respondent and to each of the arbitrators.

2. The statement of claim, signed and dated by the claimant and/or his duly authorized representative, shall include the following particulars:

- (a) the name and address of the parties;
- (b) a statement of the facts supporting the claim;
- (c) the points at issue;
- (d) the relief or remedy sought.

The claimant shall either annex to his statement of claim all documents he deems relevant or add a reference to the documents or other evidence he will submit.

Article 18

Statement of defence

1. The respondent shall, within the time limit set for this purpose by the tribunal, communicate his statement of defence in writing to the claimant and to each of the arbitrators.

2. The statement of defence shall reply to the particulars of the statement of claim given in accordance with Article 17 (2) (b), (c) and (d). The respondent shall either annex to his statement the documents on which he relies for his defence or add a reference to the documents or other evidence he will submit.

3. In his statement of defence, or at a later stage in the arbitration proceedings if the tribunal decides that the delay is justified by the circumstances, the respondent may make a counter-claim or invoice a claim, both based on the same facts or on the legal relationship resulting from the appointment.

4. The provisions of Article 17 (2) shall apply to a counter-claim and a claim relied on for the purpose of a set-off.

Article 19

Amendments to the claim or defence

During the course of the arbitration proceedings either party may amend or supplement his claim or defence unless the tribunal considers it inappropriate to allow such amendment having regard to the delay in making it or the undue harm that it would cause to the other party.

Article 20

Pleas to the jurisdiction of the tribunal

1. The tribunal shall have the power to rule on objections to its jurisdiction.

2. The tribunal shall have the power to determine the existence or the validity of the instrument of appointment or of legal relationship binding claimant and respondent. A decision by the tribunal that they are null and void shall not affect the application of these procedural rules.

3. Objections to jurisdiction shall be made not later than in the statement of defence or, in the event of a counter-claim, in the reply to the counter-claim. This provision shall also apply to new claims and counter-claims admitted in the course of the proceedings.

4. In general, the tribunal should rule on an objection its jurisdiction as a preliminary question. However, it may proceed with the arbitration and rule on such objection in its final award.

Article 21

Further written statements

The tribunal shall decide which further written statements, in addition to the statement of claim and the statement of defence, the parties shall or may present and, if any, the manner in which they shall be presented and the time limits for communicating them.

Article 22

Time limits

The time limits fixed by the tribunal for the communication of written statements (including the statement of claim and statement of defence) shall not, in each case, exceed 45 days. However, the tribunal may extend the time limits if it considers that an extension is justified.

Article 23

Evidence

1. Each party shall bear the burden of proving the facts adduced in support of its claim of defence.

2. The tribunal may, if it considers it appropriate, require each party to deliver to the tribunal and to the other party, within such time limit as the tribunal shall decide, a summary of the documents and other evidence which that party intends to present in support of the facts at issue set out in its claim or its defence.

3. At any time during the proceedings, the tribunal may require the parties to produce documents, exhibits or other evidence within such time limit as it shall determine.

Article 24

Oral proceedings

1. In the event of an oral hearing, the tribunal shall give the parties adequate advance notice of the date, time and place thereof.

2. If witnesses are to be heard, each party shall communicate to the tribunal and to the other party, at least 15 days before the hearing, the name and address of the witnesses it intends to call, the subjects upon and the languages in which such witnesses will give their testimony.

3. The tribunal shall make arrangements for the translation of oral statements made at a hearing and for a record of the hearing if either is deemed necessary by the tribunal under the circumstances of the case, or if the parties have agreed thereto and have communicated such agreement to the tribunal at least 15 days before the hearing.

4. Hearings shall be held in camera unless the parties agree otherwise. The tribunal may require witnesses to withdraw during the testimony of other witnesses. The tribunal is free to determine the manner in which witnesses are examined, without prejudice to the right of each party, at its request, to question witnesses presented by the other party.

5. Evidence of witnesses may also be presented in the form of sworn written statements signed by them. However, at the request of either party and with the leave of the tribunal, such witnesses may be heard at a hearing where the parties shall have the opportunity to be present and to question the witnesses.

6. The tribunal shall determine the admissibility, relevance, materiality and weight of the evidence offered.

Article 25

Interim measures

1. At the request of either party, the tribunal may take any interim measures it deems necessary in respect of the subject matter of the dispute. The tribunal may also order the deposit of a sum of money or the provision of a security to guarantee the whole or part of the amounts in dispute. In the event of non-compliance, the tribunal shall be entitled to draw such conclusions as may logically result.

2. Such interim measures may be established in the form of an interim award. The tribunal shall be entitled to require security for the costs of such measures.

Article 26

Experts

1. The tribunal may appoint one or more independent experts to examine and report to it, in writing, on specific issues to be determined by the tribunal. A party shall have the right to object to an expert on the ground of competence and partiality and if such objection is sustained by the tribunal that expert shall withdraw. A copy of the expert's terms of reference, established by the tribunal, shall be communicated to the parties.

2. The parties shall give the expert any relevant information or produce for his inspection any relevant documents or goods that he

may require of them. Any dispute between a party and such expert as to the relevance of the required information or production shall be referred to the tribunal for decision.

3. Upon receipt of the expert's report, the tribunal shall communicate a copy of the report to the parties who shall be given the opportunity to express, in writing, their opinion on the report. A party shall be entitled to examine any document on which the expert has relied in his report.

4. At the request of either party, the expert, after delivery of the report, may be heard at a hearing where the parties shall have the opportunity to be present and to question him. At this hearing either party may call expert witnesses in order to testify on the points at issue. The provisions of Article 24 shall apply to such proceedings.

Article 27

Default

1. If, within the time limit fixed by the tribunal, the claimant has failed to communicate his statement of claim without showing sufficient cause for such failure, the tribunal shall issue an order for the termination of the proceedings. If, within the time limit fixed by the tribunal, the respondent has failed to communicate his statement of defence without showing sufficient cause for such failure, the tribunal shall, after allowing for the particular constraints applying to the respondent, order that the proceedings continue and may make an award even if a defence has by then not been submitted.

2. If one of the parties, duly notified under these rules, fails to appear at a hearing without showing sufficient cause for such failure, the tribunal may proceed with the arbitration.

3. If one of the parties, duly invited to produce documentary evidence, fails to do so within the established time limit without showing sufficient cause for such failure, the tribunal may make the award on the evidence before it, taking due account of the failure and the bearing it has on the case.

Article 28

Closure of hearings

1. The tribunal may inquire of the parties if they have any further evidence to offer or witnesses to be heard or submissions to make and, if there are none, it may declare the hearing closed.

2. The tribunal may, if it considers it necessary owing to exceptional circumstances, decide on its own motion or upon application of a party to re-open the hearings at any time before the award is made.

Article 29

Waiver of rules

A party who refrains from promptly raising an objection to any non-compliance with the provisions of or requirements under these rules shall be deemed to have waived his right to object.

Article 30

Decisions

1. Unless the tribunal is constituted by one arbitrator only, any award or other decision of the tribunal shall be made by a majority of the arbitrators. However, if there is no majority, the presiding arbitrator shall have a casting vote, but shall give reasons for exercising that vote.

2. In the case of questions of procedure, when there is no majority or when the tribunal so authorizes, the presiding arbitrator may decide on his own, subject to review, if any, by the tribunal.

Article 31

Time, scope, form and effect of the award

1. The arbitration award shall be made as soon as possible after the hearing or receipt of evidence on the material which the parties wish to put before the tribunal.

2. In addition to making a final award, the tribunal shall be entitled to make interim, interlocutory, or partial awards.

3. The award shall be made in writing; it shall be final and binding on the parties and not subject to appeal. The parties shall carry out the award without delay. Each ACP State or Member State shall recognize as binding every award made pursuant to these rules and shall ensure that it is enforced in its territory, as if it were a final judgment of one of its own courts or tribunals.

4. The tribunal shall state the reasons upon which the award is based, unless the parties have agreed that no reasons are to be given.

5. An award shall be signed and duly certified by the arbitrators and it shall contain the date on which and the place where the award was made. Where there are three arbitrators and one of them fails to sign, the award shall state the reason for the absence of the signature.

6. The award may be made public only with the consent of both parties.

7. Copies of the award signed and certified by the arbitrators shall be communicated to the parties by the tribunal.

Article 32

Enforcement of the award

1. In order to obtain the recognition and enforcement of the award in the territory of a signatory State of the Convention, the party concerned must present a certified copy of the award to the authority which that State has designated for the purpose. The order for enforcement shall be appended to the presented copy without any verification other than that of the authenticity of the copy.

2. Each signatory State shall, within 180 days from the entry into force of these rules, inform the President of the Council of

Ministers of the authority which it has designated for this purpose and shall keep him informed of any changes. The President of the Council of Ministers will transmit such information to the Secretary-General of the ACP General Secretariat and to the President of the Commission of the European Communities without delay.

3. The enforcement of the award shall be regulated by the law relating to the enforcement of judgments which is in force in the State in whose territory the enforcement is to be carried out. For that purpose, the parties are deemed *'juris et de jure'* to have expressly waived the privilege of immunity from jurisdiction and of immunity from enforcement.

Article 33

Settlement or other grounds for termination

1. If, before the award is made, the parties agree on a settlement of the dispute by other means, the tribunal shall either issue an order for the termination of the proceedings or, if requested by both parties and accepted by the tribunal, record the settlement in the form of an award on the agreed terms. The tribunal is not obliged to give reasons for such an award.

2. If, before the award is made, the continuation of the proceedings becomes unnecessary or impossible for any reason other than settlement under paragraph 1, the tribunal shall inform the parties that unless any objection is received within 30 days, it will issue an order terminating the proceedings. Should either party object within the said 30 days, the tribunal shall not issue such an order until it has heard the parties and determined that there are no justifiable grounds for objection.

3. Copies of the order for termination of the proceedings or of the award on the agreed terms, signed by the arbitrators, shall be communicated by the tribunal to the parties. Where an award on the agreed terms is made, the provisions of Article 31 (3), (5), (6) and (7) shall apply.

Article 34

Interpretation of the award

1. Within 30 days after the receipt of the award, either party, with notice to the other party, may request that the tribunal give an interpretation of the award. Where a new fact is discovered after expiry of the time limit, the 30 days shall run from the date the new fact is discovered, provided that the maximum time limit for a request based on the discovery of a new issue does not exceed 120 days from the date of the award. The 120-day limit shall not apply if the new fact results from inconsistent interpretations by the two parties as to enforcement of the award.

2. The interpretation shall be given in writing as soon as possible after the receipt of the request. The interpretation shall form part of the award and the provisions of Article 31 (2) to (6) shall apply.

Article 35

Correction of the award

1. Within 30 days after receipt of the award, either party, with notice to the other party, may request the tribunal to correct in the award any errors in computation, any clerical or typographical errors or any errors of a similar nature. The tribunal may within 30 days after communication of the award make such corrections on its own initiative.

2. Such corrections shall be in writing, and the provisions of Article 31 (2) to (6) shall apply.

Article 36

Additional award

1. Within 60 days after receipt of the award, either party, with notice to the other party, may request the tribunal to make an additional award as to claims presented in the proceedings but omitted from the awards.

2. If the tribunal considers the request for an additional award to be justified and considers that the omission can be rectified without any further hearings or evidence, it shall complete its award within 60 days after receipt of the request.

3. The provisions of Article 31 (2) to (6) shall apply to the additional award.

Article 37

Fees

The fees of the tribunal shall be reasonable in amount, taking into account the complexity of the case, the time spent by the arbitrators and any other relevant circumstances.

Article 38

Costs

1. The tribunal shall fix the costs of arbitration in its award. The term 'costs' includes only:

- (a) the fees of the tribunal to be stated separately as to each arbitrator and set by the tribunal itself in accordance with Article 37;
- (b) the travel and other expenses incurred by the arbitrators;
- (c) the costs of expert advice and of other assistance required by the tribunal;
- (d) the travel and other expenses of witnesses to the extent such expenses are approved by the tribunal;

- (e) the costs for legal representation and assistance of the successful party if such costs were claimed during the proceedings, and only to the extent that the tribunal determines that the amount of such costs is reasonable;
- (f) any fees and expenses of the appointing authority;
- (g) the administrative costs for the installation and functioning of the tribunal.

2. Except as provided in paragraph 3, the costs of arbitration shall in principle be borne by the unsuccessful party. However, the tribunal may apportion them between the parties if it determines that apportionment is reasonable, taking into account the circumstances of the case.

3. With respect to the costs of legal representation and assistance referred to in paragraph 1 (e), the tribunal, taking into account the circumstances of the case, shall be free to determine which party shall bear such costs or may apportion such costs between the parties if it determines that apportionment is reasonable.

4. When the tribunal issues an order for the termination of the proceedings or makes an award on the agreed terms, it shall fix the costs of arbitration referred to in paragraph 1 in the text of that order of award.

5. No additional fees may be charged by a tribunal for interpretation or correction or completion of its award pursuant to Articles 34, 35 and 36.

Article 39

Deposit of costs

1. The tribunal, on its establishment, may request each party to deposit an equal amount as an advance for the costs referred to in Article 38 (1) (a), (b) and (c).

2. During the course of the arbitration proceedings, the tribunal may request supplementary deposits from the parties for valid reasons.

3. If the required deposits are not paid in full within 30 days after receipt of the request, the tribunal shall inform the parties in order that one or other of them may make the required payment. If such payment is not made, the tribunal may nevertheless decide to continue with, or order the suspension or termination of, the proceedings.

4. After the award has been made, the tribunal shall render an account to the parties of the deposits received and return any unexpended balance to the parties.