



Scheme for the Secondment of Seconded National Experts (SNE)

I Purpose

- a) Seconded national experts (SNEs) should enable ESA to benefit from the high level of their professional knowledge and experience, in particular in areas where such expertise is not readily available.
- b) It is highly desirable to foster the exchange of professional experience in, and knowledge of, European space activities and policies by temporarily assigning experts from the administrations of the ESA Member States to ESA. For the same reason, steps should also be taken to facilitate the use of experts drawn from public intergovernmental organisations (IGOs).
- c) In order to ensure that ESA's independence is not compromised by private interests, SNEs must come from a national, regional or local public administration or an IGO. The secondment of an SNE by an employer other than a national, regional or local public administration or an IGO should be authorised only on a case-by-case basis, once it has been ascertained that the SNE's employer is part of the public sector or is an independent university or research organisation that does not seek to make profits for redistribution.
- d) In order to avoid any conflict of interests, the rights and obligations of SNEs, as set out in these Rules, should ensure that they carry out their duties solely in the interests of ESA.
- e) In view of their special status, SNEs acting alone will not exercise any of the responsibilities that belong to ESA by virtue of the powers conferred upon it.
- f) It is desirable to consolidate the Rules applicable to SNEs in a single text, preserving their specific features, keeping in mind that the SNEs shall remain employed by their public administration or IGO and their conditions of employment shall therefore continue to be governed by the rules and regulations applicable to the employer, except otherwise provided for in these Rules.
- g) The Delegations of ESA Member States play a crucial role in implementing these Rules and should therefore enjoy a particularly close working relationship with ESA.



II General provisions

1. Scope and definitions

- 1.1 These Rules shall apply to SNEs seconded to ESA. SNEs are staff employed by a national, regional or local public administration or an IGO, who are seconded to ESA so that it can use their expertise in a particular field.

The SNEs must have worked for their employer on a permanent or contract basis for at least 12 months before their secondment and shall remain in the service of that employer throughout the period of secondment.

The SNEs must be eligible to security clearance by their national security administration.

The SNE's employer shall thus undertake to continue to pay his salary, to maintain his administrative status throughout the period of secondment and to inform ESA of any change in the SNE's situation in this regard. The SNE's employer shall also continue to be responsible for all his social rights, particularly social security and pension. The termination of or change in the SNE's administrative status may lead to the termination of his secondment by ESA, without notice.

- 1.2 ESA may, on a case-by-case basis, authorise the secondment of an SNE from an employer other than a public administration or an IGO if the interests of ESA warrant bringing in specific expertise as a temporary measure, provided that the SNE's employer:

- is an independent university or research organisation which does not set out to make profits for redistribution; or
- is in fact part of the public sector.

To qualify as being part of the public sector the SNE's employer must meet all the following conditions:

- it must be attached to a public administration, and specifically it must have been created by legislation or regulation;
- its resources must come primarily from public funding;
- any activities in which it competes against other private or public entities on the market must represent less than half of its activities.

Exceptionally, and where justified by the interest of the service, ESA may authorise the secondment of an SNE by an employer that does not meet one or more of the above criteria.

- 1.3 Except where ESA grants a derogation, an SNE must be a national of an ESA Member State or a country which has concluded a specific agreement with ESA on staff secondments.



2. Cost-free seconded national experts

- 2.1 For the purposes of this Scheme, “cost-free SNEs” means SNEs for whom ESA does not pay the subsistence allowances provided for in Chapter III or cover any of the expenses provided for in these Rules, other than those related to the performance of their duties during their secondment such as missions.
- 2.2 Cost-free SNEs may be seconded to ESA, as defined in Article 1.

3. Selection procedure

- 3.1 SNEs shall be selected according to a procedure involving ESA Member State Delegations, the practical details of which shall be decided by ESA. In particular, individual applications shall be channelled through the respective national Delegation
- 3.2 The secondment shall be authorised by ESA and effected by an exchange of letters between ESA and the SNE’s employer.

4. Period of secondment

- 4.1 The initial period of secondment may not be less than six months or more than two years. It may be renewed once or more, up to a total period not exceeding four years, if warranted by ESA service needs, subject to the agreement of the SNE’s employer. In exceptional cases, ESA may authorise one or more extensions for a maximum of two more years at the end of the four-year period.
- 4.2 The initial duration of the secondment shall be specified in the exchange of letters referred to in Article 3(2). Any extension of the period of secondment shall be the subject of a new exchange of letters.

5. Place of secondment

- 5.1 SNEs may be seconded to any ESA place of work.

6. Tasks

- 6.1 SNEs shall assist ESA staff. They may not perform middle or senior management duties.
- 6.2 An SNE shall take part in missions or external meetings only as part of a delegation led by an ESA staff member or, if on his own, as an observer or for information purposes if required by service needs.
- 6.3 In principle, an SNE may not on his own represent ESA with a view to entering into commitments, whether financial or otherwise, or negotiating on its behalf. However,



the Director under whom the SNE comes may on an exceptional basis give a specific written mandate with the position to be adopted to the SNE to participate on his own in one or more missions or external meetings, after having ensured that there is no potential conflict of interest.

- 6.4 ESA shall remain solely responsible for approving the results of any tasks performed by an SNE and for signing any official documents arising from them.
- 6.5 ESA, the SNE's employer and the SNE must ensure that there is no conflict of interest in relation to the SNE's duties while seconded to ESA.

For this purpose, ESA shall inform the SNE and his employer before the start of the secondment about the intended duties and ask them to confirm in writing that they do not know of any reason why the SNE should not be assigned to those duties.

The employer and the SNE shall also undertake to inform ESA of any change of circumstances during the secondment which could give rise to any such conflict.

- 6.6 The SNE shall sign a confidentiality agreement when taking up duty regarding any sensitive information concerning ESA and any inside information which is not generally available outside ESA, and will be subject to the standard ESA security screening procedures.
- 6.7 The SNE shall declare when taking up duty if he holds any interest in any company he knows to have commercial dealings with the Agency or which is likely to have commercial dealings with the Agency. Any such interest held by the SNE's family members when known shall also be declared. Any deliberate omission or false statement concerning the above non-interest obligations by the SNE may result in the termination of the secondment for misconduct.
- 6.8 Failure on the part of the SNE to comply with his obligations arising from this Article shall entitle ESA, if it sees fit, to terminate the secondment of the SNE pursuant to Article 10(2)(c).

7. Rights and obligations

7.1 During the period of secondment:

a) The SNE shall carry out his duties and conduct himself solely with the interests of ESA in mind. He shall neither seek nor take instructions from any government, authority, organisation or person outside ESA. He shall carry out the duties assigned to him objectively, impartially and in keeping with his duties of loyalty to ESA.

b) An SNE wishing to engage in an outside activity, whether paid or unpaid, or to carry out any assignment outside ESA shall request ESA's prior authorisation.



c) The SNE shall refrain from any action or behaviour which might reflect adversely upon his position and from any form of psychological or sexual harassment.

d) The SNE shall not, in the performance of his duties, deal with a matter in which, directly or indirectly, he has any personal interests such as to impair his independence, and, in particular, family and financial interests. If he has occasion in the performance of his duties to deal with such a matter, he shall immediately inform his ESA hierarchy, who will take any appropriate measure and may, in particular, relieve the SNE of responsibility in this matter. The SNE may neither keep nor acquire, either directly or indirectly, in undertakings which are subject to the authority of ESA or which have dealings with ESA, any interests of such kind or magnitude as might impair his independence in the performance of his duties.

e) The SNE shall refrain from any unauthorised disclosure of information received in the line of duty, unless that information has already been made public or is accessible to the public.

The SNE who intends to publish or cause to be published, whether alone or with others, any text on a matter relating to the work of ESA shall request in writing the authorisation of the Director under whom the SNE comes in advance. In the absence of an authorisation by ESA within 30 working days of receipt of the request, the request shall be deemed to have been refused by ESA.

f) All rights in any work done by the SNE in the performance of his duties shall be the property of ESA.

g) Specific restrictions shall apply should the SNE participate in an ESA Tender Evaluation Board.

h) The SNE shall reside at the place of secondment or at no greater distance therefrom as is compatible with the proper performance of his activities.

i) Based on his professional knowledge and experience, the SNE shall assist and tender advice to the superiors in ESA to whom he is assigned and shall be responsible to his superiors for performance of the tasks entrusted to him.

7.2 Failure to comply with any of the provisions of paragraph 1 during the period of secondment shall entitle ESA, if it sees fit, to terminate the SNE's secondment pursuant to Article 10(2)(c).

7.3 At the end of the secondment the SNE shall continue to have a duty of loyalty to ESA and be bound by the obligation to act with integrity and discretion in the exercise of new duties assigned to him and in accepting certain posts or advantages.

8. Professional experience and knowledge of languages



8.1 To qualify for secondment to ESA an SNE must have at least three years' experience of administrative, legal, scientific, technical, advisory or supervisory functions which can be regarded as equivalent to an ESA A-grade post.

8.2 The SNE must produce evidence of a thorough knowledge of one of the two ESA working languages and a satisfactory knowledge of another ESA language to the extent necessary for the performance of his duties.

9. Suspension of secondment

9.1 At the written request of the SNE or his employer, and with the latter's agreement, ESA may authorise suspensions of periods of secondment and specify the terms applicable. During such suspensions:

a) the subsistence allowances referred to in Article 16 shall not be payable;

b) the travel expenses referred to in Article 18 shall be payable only if the suspension is at ESA's request.

9.2 The period of suspension shall not be counted in the period of secondment as defined in Article 4.

10. Termination of secondment

10.1 Subject to paragraph 2, the expert's secondment may be terminated at the request of ESA or the SNE's employer, subject to three months' notice, or at the SNE's request, subject to the same period of notice and with the agreement of ESA and the SNE's employer.

10.2 In exceptional circumstances the secondment may be terminated without notice:

a) by the SNE's employer, if the employer's essential interests so require;

b) by ESA and the employer acting jointly, at the request of the SNE addressed to both parties, if the SNE's personal or professional interests so require;

c) by ESA in the event of failure by the SNE or his employer to respect their obligations under these Rules; ESA shall immediately inform the SNE and his employer accordingly.

10.3 No indemnity is due by ESA in case of termination.



II Working conditions

11. Social security

- 11.1 Before the period of secondment begins, the SNE's employer shall certify that the SNE will remain, throughout the period of secondment, subject to the social security rules applicable to his employer and is responsible for expenses incurred abroad.
- 11.2 From the day on which the secondment begins, the SNE shall be covered by ESA against the risk of accident while at work.

12. Working hours

- 12.1 The working hours for SNEs shall be the same as those in force at ESA.
- 12.2 An SNE shall, serve on a full-time basis throughout the period of secondment, unless part-time arrangements are agreed in exceptional cases.

13. Sick leave

- 13.1 The relevant rules of the SNE's employer apply.
- 13.2 Where the period of sick leave exceeds three months or the length of time already worked by the SNE, whichever is longer, the subsistence allowances referred to in Article 16 shall be automatically suspended.
- 13.3 Sick leave may not extend beyond the duration of the secondment.
- 13.4 An SNE who is the victim of a work-related injury which occurs during the secondment shall continue to receive the subsistence allowances in full throughout the period during which the SNE is unfit for work. These allowances shall not, however, be paid beyond the end of the period of secondment

14. Annual leave, special leave and leave without pay

- 14.1 With respect to annual leave, special leave and leave without pay, the relevant rules of the SNE's employer shall apply.
- 14.2 Leave shall be subject to prior authorisation by the immediate superior at ESA. In the event of unauthorised absence, the subsistence allowances shall not be paid.
- 14.3 The subsistence allowances shall not be paid in the case of leave without pay.
- 14.4 Annual leave, special leave and leave without pay does not have the effect of extending the foreseen duration of the secondment.

15. Maternity leave, paternity leave and parental leave



- 15.1 With respect to maternity leave, paternity leave and parental leave, the relevant rules of the SNE’s employer shall apply.
- 15.2 The start and end date of such leave shall be notified to ESA by the SNE’s employer well in advance of the beginning of the absence, and to the extent possible such dates shall be agreed by the immediate superior at ESA.
- 15.3 The subsistence allowances shall not be paid in the case of maternity leave, paternity leave and parental leave.
- 15.4 Maternity leave, paternity leave and parental leave does not have the effect of extending the foreseen duration of the secondment.

III Allowances and expenses

16. Subsistence allowances

- 16.1 An SNE shall be entitled, throughout the period of secondment, to a SNE Daily Subsistence Allowance and a SNE Monthly Subsistence Allowance.

The SNE Subsistence Allowances are the following:

- The SNE Daily Subsistence Allowance shall be 55%¹ of the ESA daily subsistence allowance applicable to the place of work, in line with ESA regulations. There shall be no entitlement to the SNE Daily Subsistence allowance if the SNE’s place of origin as defined in Article 17 is closer than 150 km to the place of secondment. The amount shall be updated by the Director General on a regular basis
- The SNE Monthly Subsistence Allowance shall be calculated in accordance with the following table :

<i>Distance between the place of origin and the place of secondment (km)</i>	<i>Monthly amount in EUR as a multiplier² of one day of the SNE Daily Subsistence Allowance</i>
<i>0 – 150</i>	<i>Zero</i>
<i>151 – 200</i>	<i>64 % of one day of the SNE Daily Subsistence Allowance</i>
<i>301 - 500</i>	<i>1.14 time of one day of the SNE Daily Subsistence Allowance</i>

¹ Percentage to be reviewed periodically.

² Multiplier to be reviewed periodically.



501 - 800	1.86 time of one day of the SNE Daily Subsistence Allowance
801 - 1300	3 times of one day of the SNE Daily Subsistence Allowance
1301 - 2000	4.71 times of one day of the SNE Daily Subsistence Allowance
2001 -	5.64 times of one day the SNE Daily Subsistence Allowance

Without prejudice to Article 16.3 below, both allowances shall be paid monthly.

- 16.2 In the case of cost-free SNEs, the exchange of letters referred to in Article 3(2) shall stipulate that the subsistence allowances will not be paid.
- 16.3 When the SNE starts the secondment, the first 75 days of the subsistence allowances to which he is entitled shall be advanced in the form of a lump sum, and the allowances shall not be paid during the corresponding period. If the secondment is ended during the first 75 days, the SNE shall return the amount corresponding to the remainder of that period.
- 16.4 The subsistence allowances are intended to cover SNEs' living expenses in the place of secondment on a flat-rate basis and shall in no circumstances be construed as remuneration paid by ESA.

Before the secondment, the SNE's employer shall certify to ESA that during the secondment it will maintain the level of remuneration the SNE was receiving at the time of his secondment.

The SNE shall inform ESA of any allowance similar to the subsistence allowances paid by ESA received from other sources. This amount shall be deducted from the subsistence allowances paid by ESA. Following a duly justified request from the employer, ESA may decide not to make this deduction.

- 16.5 The subsistence allowances shall be payable for every day of the week, including during periods of mission, annual leave, special leave and holidays.
- 16.6 ESA shall not be responsible for the declaration of national taxes or social security or for their payment, which will remain the responsibility of the SNE.

17. Place of origin

- 17.1 For the purposes of these Rules, "place of origin" means the place where the SNE performed his duties for his employer at the time of his secondment. The "place of secondment" shall be the ESA place of work. Both places shall be identified in the exchange of letters referred to in Article 3(2).
- 17.2 If, six months before his secondment to ESA as an SNE, he already has his main residence in a place other than that in which the employer's headquarters is located, the place of origin shall be deemed to be whichever of the places is closer to the place of secondment.



18. Expenses for take-up duty and return travel

- 18.1 SNEs other than those seconded cost-free, shall be entitled to reimbursement of the cost of their travel between their place of origin and the place of secondment at the beginning and end of their secondment.
- 18.2 Travel expenses shall be reimbursed in accordance with the relevant rules and conditions in force at ESA.
- 18.3 By way of derogation from paragraph 1, an SNE who proves that he will be assigned to a place other than his place of origin at the end of the secondment shall be entitled to reimbursement of the travel expenses to that new place under the conditions laid down in paragraph 2. However, this reimbursement may not be more than the amount that would have been paid had the SNE returned to his place of origin.
- 18.4 ESA shall not reimburse any expenses referred to in the preceding paragraphs if they have been met by the employer or any other body.

19. Missions and mission expenses

- 19.1 SNEs may be sent on mission subject to Article 6.
- 19.2 Mission expenses shall be reimbursed in accordance with the relevant rules and conditions in force at ESA.

20. Training

- 20.1 SNEs shall be entitled to attend training courses organised by ESA if the interests of ESA warrant it. The interests of the SNE, in particular with a view to his reinstatement into his original administration after the secondment may be considered when a decision is taken on whether to allow him to attend a training course.

IV Consultation and settlement of disputes

- a) Any dispute or disagreement arising between the SNE and his employer including the existence, validity, interpretation or termination of his employment contract with his employer shall be settled by his employer in accordance with the employer's procedures.
- b) In the event of a dispute arising out of or relating to these Rules or the exchange of letters, ESA and the employer shall first consult with each other without delay. Any such dispute shall be referred to the appropriate officials of ESA and the employer who are designated for this purpose by the ESA Director General and the employer's Chief Executive respectively.



- c) Any dispute, including any question regarding the existence, validity, interpretation or implementation of the terms of these Rules or the exchange of letters, which fails to be settled in accordance with the procedure set out in paragraph (b) of this section shall be brought for settlement before the ESA Director General and the employer's Chief Executive who shall jointly reach an agreement and make a decision.
- d) If the dispute is not resolved according to the mechanism provided in paragraphs (b) and (c) of this section within three months starting from the day on which consultations are first requested, the dispute shall be referred to and finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat of the arbitration shall be Paris, France. The language of the arbitration shall be English. The enforcement of the arbitration award shall be governed by the rules in force in the State where recognition and enforcement of the award is sought.
- e) The interpretation of these Rules or the exchange of letters shall be determined by French substantive law. French substantive law shall not apply to the interpretation or application of the otherwise applicable ESA rules and procedures as explicitly provided for in these Rules or the exchange of letters.