



2025/1123

4.6.2025

COUNCIL DECISION (EU) 2025/1123

of 26 May 2025

on the position to be taken on behalf of the European Union within the Board of Governors of the EU-LAC International Foundation as regards the Staff Regulations of the EU-LAC International Foundation

THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Treaty on the Functioning of the European Union, and in particular Article 209(2) and Article 212, in conjunction with Article 218(9) thereof,

Having regard to the proposal from the European Commission,

Whereas:

- (1) The Agreement establishing the EU-LAC International Foundation ⁽¹⁾ (the 'Agreement') was concluded by the Union by Council Decision (EU) 2019/593 ⁽²⁾ and entered into force on 17 May 2019.
- (2) Pursuant to Article 11(d) of the Agreement, the Board of Governors of the EU-LAC International Foundation (the 'Board of Governors') may adopt staff regulations on the basis of a proposal of the Executive Director.
- (3) The Board of Governors, following its 10th Ordinary Meeting on 24 May 2024, is to adopt the Staff Regulations of the EU-LAC International Foundation (the 'Staff Regulations') by written procedure.
- (4) The Staff Regulations will govern the employment conditions and define the rights and obligations of the staff working for the EU-LAC International Foundation, which is legally represented by the Executive Director.
- (5) It is appropriate to establish the position to be taken on the Union's behalf within the Board of Governors, as the adoption of the Staff Regulations requires the consent of the members of the EU-LAC International Foundation.
- (6) The position of the Union within the Board of Governors as regards the Staff Regulations should therefore be based on the draft act of the Board of Governors attached to this Decision,

HAS ADOPTED THIS DECISION:

Article 1

The position to be taken on the Union's behalf, by written procedure, within the Board of Governors of the EU-LAC International Foundation (the 'Board of Governors') regarding the Staff Regulations of the EU-LAC International Foundation shall be based on the draft act of the Board of Governors attached to this Decision.

Article 2

This Decision shall enter into force on the date of its adoption.

Done at Brussels, 26 May 2025.

For the Council

The President

K. KALLAS

⁽¹⁾ Agreement establishing the EU-LAC International Foundation (OJ L 103, 12.4.2019, p. 3, ELI: http://data.europa.eu/eli/agree_internation/2019/593/oj).

⁽²⁾ Council Decision (EU) 2019/593 of 8 April 2019 on the conclusion, on behalf of the European Union, of the Agreement establishing the EU-LAC International Foundation (OJ L 103, 12.4.2019, p. 1, ELI: <http://data.europa.eu/eli/dec/2019/593/oj>).

DRAFT

STAFF REGULATION OF THE EU-LAC INTERNATIONAL FOUNDATION*Article 1***Purpose and Scope of Application**

1. These Staff Regulations (the 'Regulations') govern the employment conditions and define the rights and obligations of the staff working for the EU-LAC International Foundation (the 'EU-LAC Foundation' or the 'Foundation'), which is legally represented by the Executive Director. These Regulations also establish the general working standards that govern the administrative and labour management between the EU-LAC Foundation and its staff, in order to ensure that the work is carried out within a transparent and efficient framework. These Regulations shall contradict neither the Constitutive Agreement of the EU-LAC Foundation (the 'Agreement') nor the Headquarters Agreement signed between the Foundation and the Federal Republic of Germany (the 'HQ Agreement'); in the case of a conflict, the Agreement and the HQ Agreement, in that order, shall prevail.
2. Unless otherwise provided for, these Regulations shall be applied to all permanent or temporary staff working for the EU-LAC Foundation.

*Article 2***Staff and Recruitment**

1. EU-LAC Foundation staff shall be composed of individuals who sign an employment contract with the Foundation in order to carry out the duties related to the specific positions within the organisational structure approved by the Board of Governors on the basis of a proposal of the Executive Director.
2. Individuals who have been appointed or seconded by any of the Foundation's Members, strategic partners, or other organisations or entities related to the Foundation, in agreement with it, shall be considered part of its staff. However, in these specific cases, all remuneration costs, including social benefits, travel and moving costs, household effects and installation allowances, and repatriation, if required, shall be assumed by the country, strategic partner, organisation or entity which appoints or secondes the person in question. The individuals shall be considered staff of the Foundation during the period in which they perform the duties for which they were assigned, and this status shall end when these duties are completed, without this generating any liability on the part of the Foundation.
3. Any person who joins the Foundation as an intern for a limited and pre-established period of time as part of his/her educational training, or for research purposes, shall also be considered part of its staff. Interns may be entitled to receive a monthly allowance from the Foundation to help cover their travel and subsistence expenses.
4. The EU-LAC Foundation's recruitment policy shall aim to contract highly competent and efficient staff members and shall be based on the application of the principles of equal opportunities and non-discrimination.
5. The recruitment of EU-LAC Foundation staff shall be carried out by means of open, objective, impartial and transparent selection processes, based on criteria that are strictly designed to determine if the candidates are suitable, experienced and competent to carry out the duties related to the position for which they are applying.
6. Notwithstanding the above, the Executive Director shall try, as far as possible, to maintain a gender balance and bi-regional geographical distribution.
7. When recruiting staff members, the EU-LAC Foundation shall require proof of the academic credentials and/or experience needed in relation to the vacant position.
8. All employment shall be governed by a written employment contract, which shall be signed by the Executive Director and the selected candidate.
9. EU-LAC Foundation staff may be contracted:

- (a) for a specific period/fixed term – An employment contract signed by the EU-LAC Foundation with the selected candidate for a specific period, which can be renewed up to three times, by mutual agreement of the parties, for a total of no more than two (2) years; or
- (b) on an open-ended basis – An employment contract signed by the EU-LAC Foundation with staff members who, for sound reasons, the Foundation wishes to retain as part of it, and who have already worked for it for at least two (2) years.

10. The Executive Director shall determine the periods and renewal terms of the employment contracts awarded to EU-LAC Foundation staff members. The first employment contract signed shall, in all cases, be for a maximum period of two years.

Nationality

11. In terms of nationality, EU-LAC Foundation staff shall be recruited from among citizens of the Foundation's Members.

Knowledge and Experience

12. Staff members contracted by the EU-LAC Foundation shall belong to the category corresponding to the specific knowledge and experience needed for tasks related to those for which they are being contracted. Accordingly, and in line with the functions with which they are entrusted, and which shall be established in the staff structure approved by the Board of Governors, they shall hold any of the following types of post:

- (a) executive management;
- (b) professional; or
- (c) technical and/or administrative.

Employment Contract for Executive Management and Professional posts

13. Staff at the executive and professional level shall in general be entitled to the 'Installation Allowance & Return Expenses' described in Article 4, except if otherwise decided by the Board of Governors on the basis of the recommendation of the Executive Director.

14. Executive and professional staff who, at the time of being hired, live further than 150 kilometres away from the City of Hamburg and who, as a result of their employment by the Foundation, need to relocate there, shall be entitled to receive funding to cover moving and installation allowance costs. They shall also be entitled to have certain return costs refunded, provided the conditions described in the 'Article 4 – Rights & Benefits' are met.

15. Executive and professional staff shall complete a six-month probationary period, after which the employment contract shall be considered confirmed unless written notice is given otherwise. The probationary period shall not be applied in cases of renewal or successive extensions of the employment contract.

Employment Contract for Technical and/or Administrative posts

16. Technical and/or administrative staff shall in general not be entitled to the 'Installation Allowance & Return Expenses' described in Article 4, except if otherwise decided by the Board of Governors on the basis of the recommendation of the Executive Director.

17. The moving and installation allowance costs for technical and/or administrative staff recruited while living in Hamburg or within a 150-kilometre radius of it shall be aligned to the moving and installation allowance costs for executive and professional staff.

18. Technical and/or administrative staff shall complete a six-month probationary period, after which, the employment contract shall be considered confirmed unless written notice is given otherwise. The probationary period shall not be applied in cases of renewal or successive extensions of the employment contract. The length of the probationary period may be adjusted accordingly in the case of limited duration employment contracts.

Applicable legislation and earnings

19. All employment contracts shall comply with the provisions established in applicable labour legislation of the host country under the provisions of the HQ Agreement.
20. Staff members shall start to accrue earnings from the day agreed by the parties as the starting date of the employment.
21. Earnings made with respect to the services provided by the staff members shall be paid on a monthly basis, in the last week of each month.

Place of employment

22. The place of employment is Hamburg, Germany, where the Foundation has its headquarters.

Article 3

Duties and Obligations

1. EU-LAC Foundation staff shall comply with their responsibilities and carry out their duties objectively and impartially, putting their loyalty to the Foundation first and bearing in mind its interests solely and exclusively. They shall be fully responsible for their acts when carrying out their duties and shall be subject to the authority and management of the Executive Director.

EU-LAC Foundation staff shall not involve themselves in any act that may be incompatible with the proper performance of their duties. EU-LAC Foundation staff may not:

- (a) request or accept instructions regarding the performance of their duties from any government, entity or person outside the EU-LAC Foundation; or
- (b) accept honours, decorations, gifts or remunerations from any government or source outside the EU-LAC Foundation when it is clear that this would compromise or reasonably be perceived to compromise the staff member's objectivity and independence and would damage the EU-LAC Foundation's image. This evaluation shall be based, in the first place, on sound judgement from the staff member in the given circumstances, and if necessary, can be confirmed by the Executive Director in relevant cases.

2. EU-LAC Foundation staff shall make available to the EU-LAC Foundation all of their knowledge and experience. They shall not render any paid and active sideline employment which may be inconsistent with the interests of the EU-LAC Foundation, or which may have a negative influence on it. This does not apply to 'dormant' positions or minor counselling or training activities as members of a national government or as staff members of an institution, body, office or agency of the EU, an inter-governmental organisation or of a similar organisation. In such cases, the activities shall be authorised by the Executive Director and in the case of the Executive Director by the Board of Governors.

3. The privileges and immunities that the EU-LAC Foundation and its staff are awarded shall not exempt staff from fulfilling their private obligations or those pertaining to the laws and regulations of the Foundation's member States, especially those of the Foundation's host country and city according to the HQ Agreement. Staff members shall notify the Executive Director of any conflicting situation with the authorities of any of the Foundation's member States, in relation to the immunities and privileges commensurate with their status as staff members of the EU-LAC Foundation.

4. The improper use of one or more of these prerogatives shall be deemed to be gross misconduct and may lead to the termination of the respective employment contract, without prejudice to any other liabilities that might exist.

5. Staff members shall behave ethically and professionally when carrying out their duties, in their relations with other staff members, and when supplying information and data to the EU-LAC Foundation, as well as to its external stakeholders. Likewise, they shall treat any privileged institutional information which they may hold, or which they may have access to, with due confidentiality, as expressed in the respective Annexes of employment contracts.

Article 4

Rights and Benefits

1. All staff are entitled to be treated respectfully and according to clear and transparent rules. Additionally, working space shall comply with the safety and environmental standards of the host country.

2. In order to fully exercise and enjoy the rights and benefits established by the EU-LAC Foundation, the following individuals shall be deemed to be staff dependants:

- (a) the staff member's spouse or permanent companion who does not have his/her own income or is permanently unable to work;
- (b) the staff member's children under the age of 18; and
- (c) the staff member's children over 18 until they reach 25 years of age, as long as they are in higher education – university or technical studies – and are economically dependent on the staff member.

Installation Allowance and Return Expenses

3. The EU-LAC Foundation shall generally award an allowance for installation costs at the beginning of the employment contract for executive and professional staff. The installation allowance of up to a maximum of one month's net salary shall be paid on production of supporting documents.

4. The EU-LAC Foundation shall also cover the travel expenses, and reimburse the moving costs, including insurance against ordinary risks via air, land, or sea for furniture and personal effects, subject to presentation of the receipts, certificates, or other relevant supporting documentation. The amount to be reimbursed by the Foundation for intercontinental moves shall not exceed EUR 10 000 and may be transferred to the staff upon receipt from him/her of final invoice and confirmation of satisfaction with the service provided. The staff member should in all cases attach at least three offers from different companies, in order to prove that the selected company was the most convenient and cost-effective one. These costs shall be covered for the staff and their dependants at the beginning of their employment contract and when it comes to an end. The return might be to a different location than the original place of recruitment, provided the costs are not higher than the costs of return to the original place of recruitment. The moving costs shall also be applicable to the dependants of such staff. Expenses at the end of the employment contract shall stand under the express stipulation that the employment agreement terminates no earlier than the expiry of its initial term.

Vacations & Holidays

5. Staff shall be entitled to thirty working days paid vacation for every full year worked and pro rata for fractions of the year worked. Staff shall take unused vacation from any given year in full by March 31st of the following year, at the latest.

6. The Executive Director may set an annual period of collective rest for a maximum of ten days for the Christmas and New Year's period, during which the Foundation's office shall be closed and its staff excused from duty.

7. Provided that the vacation is compatible with the workload, staff members may freely take their entitlement, after having been authorised by the Executive Director or the person designated by him/her.

Paid Leave

8. Staff shall be entitled to paid leave as established at each particular point in time by applicable law in the host country and/or under the following circumstances:

- (a) **Maternity** – EU-LAC Foundation staff shall be entitled to six (6) calendar weeks of leave prior to the birth and up to a total of eight (8) calendar weeks after it (twelve (12) weeks in case of multiple birth or preterm birth), which may be accumulated;
- (b) **Paternity** – Staff shall be entitled to ten (10) working days of leave after the birth;
- (c) **Bereavement/domestic emergency** – Staff shall be entitled to up to a maximum of four (4) working days of leave in the event of the death or serious illness of a spouse or permanent companion, son, daughter, father, mother, brother or sister. This leave may be extended for up to six (6) working days if the staff member has to travel outside the host country;
- (d) **Illness** – Staff shall be entitled to up to a maximum of six (6) weeks of leave in the event of an illness that prevents them from working. However, this six-week period shall commence anew with the onset of each illness if it is not due to the same underlying illness. If the illness is due to the same basic underlying illness, the entitlement shall recommence either

after six months have elapsed since the end of the last sick leave, or after one year has elapsed since the beginning of the first sick leave. In any event, the staff member shall provide the corresponding medical certificate. If not, the absence shall be considered unjustified;

- (e) **Own Wedding** – Staff shall be entitled to one (1) day of leave for their own wedding;
- (f) **Training courses** – staff shall be entitled to up to five (5) days of leave per year in the event of attendance or active participation in short seminars and conferences that directly relate to the Terms of reference of the staff member concerned;
- (g) **Other** – In exceptional circumstances, staff may be entitled to leave, including compensation for non-working days worked or any other reason, that the Executive Director considers might be necessary.

9. The Executive Director shall define the procedures for awarding any such leave, which, in any event, shall be approved by the Executive Director or the person who has been expressly delegated with such responsibilities.

Unpaid leave

10. Staff shall be entitled to unpaid leave as established at each particular point in time by applicable law in the host country and/or in the following circumstances:

- (a) **Permanent incapacity** – Staff may be entitled to unpaid leave in the event of a permanent incapacity that totally or partially prevents the staff member from working;
- (b) **Other** – Staff may be entitled to unpaid leave when this is authorised by the Executive Director.

11. For the purpose of these Regulations, incapacity shall be deemed to exist when the staff member is totally or partially prevented from working, temporarily or permanently, due to physical or mental illness or an accident.

12. In cases of temporary incapacity lasting longer than six (6) consecutive months or six (6) separate months in a year, or in the case of permanent incapacity, the EU-LAC Foundation may stipulate that a health professional designated by the Foundation certifies the period of incapacity, without prejudice to the certificate that the staff member's own doctor may have provided.

Insurances

13. The EU-LAC Foundation shall insure its staff, providing them with the following coverage:

- (a) travel insurance for travel assignments, including life insurance;
- (b) statutory health insurance, long-term care insurance, and accident insurance provided by the German system of social security.

14. Dependants of staff members shall be entitled to medical expenses coverage in accordance with the conditions set down by applicable law in the host country.

Payments in the Event of Death

15. When a staff member who was not resident in the host country previous to her/his employment at the Foundation dies while in active employment, the EU-LAC Foundation shall assume the expenses related to the repatriation of the deceased's body. The surviving dependants shall be entitled to be repatriated according to the conditions established in the section 'Installation Allowance and Return Expenses'.

*Article 5***Travel Assignments**

1. For the purpose of these Regulations, travel assignments shall be deemed to be those carried out by EU-LAC Foundation staff outside of the place of work where they usually carry out their duties, as long as they have been fully and duly authorised by the Executive Director or by the person who has been expressly delegated with such responsibility.
2. Staff shall keep their passport and other travel documents in order so that they are available to carry out the trips assigned to them by the EU-LAC Foundation to represent it. The Foundation shall reimburse the expenses related to the issuance of the corresponding visas on receipt of the relevant supporting documents.
3. The corresponding travel authorisation for each assignment shall be duly signed by both the staff member in question and the Executive Director, or the person who has been expressly delegated with such responsibility, in order to carry out a project or specific activity, and it shall indicate the place, purpose and duration of the assignment, the itinerary, the means and costs of transport and the accommodation and living expenses, as well as the budget line, activity or project to which the expenses will be allocated.
4. The Foundation shall meet the travel expenses of staff on assignments, including transport, accommodation and living costs, in accordance with the per diem rates mentioned in Annex 2, which may be revised during the annual budget examination.

*Article 6***Attendance at Work**

1. The normal working time shall be eight (8) hours per day or forty (40) hours per week. The working week shall consist of five days, from Monday to Friday inclusive. Unless prior authorisation has been given by the Executive Director, attendance at work during the working day is compulsory.
2. When a staff member cannot attend work for any reason, he/she shall notify the Executive Director, or the person who has been expressly delegated for such purpose, in a timely manner. In case of illness, the staff member is obligated to submit a medical certificate before the 3rd day's expiration. If the illness falls on Friday or Monday or before or after a holiday, a medical certificate is always required. By the last day of the certified illness at the latest, the staff member has to inform the Executive Director, or the person who has been expressly delegated for such purpose, about further absence and is obligated to submit the further attestation within another 3 days.
3. Any unjustified absence from work of two consecutive or three non-consecutive working days during one calendar year shall be deemed to be an abandonment of the post and shall result in a written warning.
4. In addition to Saturdays and Sundays, non-working days shall be deemed to be those days which are declared non-working days by the legislation of the State of the Free and Hanseatic City of Hamburg. Additionally, one common day off work shall be granted to all staff in compensation for their respective National days.

*Article 7***Misconduct and Penalties**

1. Compliance with the responsibilities and duties arising from the employment contract, these Regulations, the Internal Regulations or any other EU-LAC Foundation internal provision shall be the staff member's responsibility and failure to comply may be deemed a minor or gross misconduct depending on the circumstances.
2. The staff member shall be deemed to have committed gross misconduct if he/she has been in breach of or exhibited behaviour which is incompatible with the essential obligations established in their employment contract, these Regulations, the Internal Regulations, or any other internal provision of the EU-LAC Foundation, in such a way that renders the continuation of their employment contract unviable. The following shall be considered instances of gross misconduct:

- (a) repeated or serious breach of the duties related to a specific post;

- (b) being involved in any of the incompatibilities provided for;
- (c) behaving in a non-ethical way, including professional and labour activities; and
- (d) being convicted by a final court ruling.

3. For the purpose of interpreting and applying this article, a repeated breach shall be deemed to exist when the staff member has been given two written warnings within a period of one year, or three written warnings within two years. On the other hand, serious breach of duty shall be deemed to exist when the staff member is involved in one or more of the other instances of gross misconduct provided for in this article.

4. For the purpose of interpreting and applying this article, the following acts shall be considered gross misconduct due to behaviour which is incompatible with the performance of duties:

- (a) requesting or accepting instructions with regard to the fulfilment of duties from any government, entity or person outside the EU-LAC Foundation; or
- (b) carrying out any activity that is incompatible with the independence and impartiality required by the status as EU-LAC Foundation staff members and that could negatively impact upon the Foundation.

5. For the purpose of interpreting and applying this article, the following acts shall be understood to be unethical behaviour:

- (a) when a staff member is proven to have committed acts of defamation, slander or libel against any EU-LAC Foundation member of staff or a third party;
- (b) when a staff member is proven to have committed misconduct or offences against decency and morals in accordance with the legislation in force in the country in which said offence has been committed;
- (c) harassment;
- (d) the actual or attempted misappropriation of goods or services of the Foundation, as well as the wrongful retention or improper use of these for the staff member's own benefit or for the benefit of third parties, regardless of their value;
- (e) the perpetration of acts of physical or mental violence towards another EU-LAC Foundation staff member, whether within or outside the host office or branch offices;
- (f) the intentional damage to installations, equipment, instruments, documentation and other property belonging to the EU-LAC Foundation;
- (g) vandalism;
- (h) sabotage; and
- (i) abandonment of post.

Such acts may take place within or outside the host office. In the latter case, the reason for the non-ethical behaviour shall be related to work.

6. Staff members who commit misconduct shall be subject to disciplinary procedures which should guarantee due process. Depending on the severity of the misconduct, one or more of the following measures may be taken:

- (a) **Verbal warning** – this shall result from the committing of minor misconduct. The Executive Director, or the person who has been expressly delegated with such responsibility, shall administer this penalty in such terms that the staff member recognises the implications of the misconduct committed so that he/she will improve his/her behaviour in future.
- (b) **Written warning** – this shall result from:
 - (i) the repeated committing of minor misconduct; or

(ii) the committing of misconduct which involves failure to attend the duties and responsibilities that are stated in these Regulations or in other internal provisions of the EU-LAC Foundation, the characteristics of which shall be described as proof of the misconduct penalised so that the staff member can take full account of the behaviour to be modified and of the consequences of his/her acts.

(c) **Suspension** – this shall result from the repetition of misconduct after a second written warning. Its duration may vary according to the assessment of the Executive Director.

(d) **Dismissal** – this shall result from gross misconduct.

7. A staff member who is charged with gross misconduct may be suspended with pay while the facts are verified, only and exclusively in the event that, in the Executive Director's opinion, there are indications to suggest that this measure is justified.

8. In any event, a charge of gross misconduct shall only be valid on objective and verifiable bases, and, if it is proven, may result in the termination of the respective employment contract, without prejudice to any other legal or criminal liabilities that might exist.

9. Hereby, a Dispute Resolution Mechanism is set in place, with the aim of the amicable solution of issues that may arise between the Foundation and its staff. This mechanism and its outcomes are binding to both parties and are described in detail in Annex 1.

Article 8

Performance Evaluation of Staff

1. All staff members shall be subject to an individual and confidential annual performance evaluation. The Executive Director shall define, in agreement with staff, the specific steps to conduct such evaluation.

2. The result of the evaluation should be properly documented.

Article 9

Termination of Employment Contract

1. Except in the case of the Executive Director, for whom the contract conditions are governed by the provisions of the Agreement, any employment contract shall be terminated as a result of:

- (a) expiry of the period of the employment contract;
- (b) resignation of the staff member;
- (c) mutual agreement by the parties;
- (d) permanent incapacity;
- (e) age limit;
- (f) operational requirements / objective causes; or
- (g) dismissal due to gross misconduct/just cause;

2. The termination of the employment contract due to dismissal for gross misconduct exempts the EU-LAC Foundation from paying any compensation, without prejudice to the payment of damages to the EU-LAC Foundation resulting from the perpetration of the misconduct, which might have been determined either by a mutual settlement, or through arbitral or judicial proceedings.

3. The age limit for working as a staff member of the EU-LAC Foundation is sixty-five (65) years old. Staff members with a fixed-term employment contract in force who reach the age limit established in this article shall continue to work as staff members for the Foundation until the termination of the employment contract. Staff members with an open-ended employment contract shall end their service upon reaching the age limit established.

4. In cases of total or partial permanent incapacity, the Foundation may terminate the employment contract. In any event, the staff member may always be entitled to exercise the right to resign.
5. Each party (staff members and the EU-LAC Foundation) may terminate the employment contract with a four-weeks' notice to the end of a month if the length of service is less than five years. After five years of service, the notice period is extended to two months, and after eight years of service the notice period is extended to three months.
6. The EU-LAC Foundation may terminate employment contracts on an individual or collective basis for objective causes, or due to the termination of services.
7. Objective causes for the termination of an employment contract with the EU-LAC Foundation shall be understood to be any causes that might make it impossible to pay the salaries due for the services provided by the staff members.

Article 10

Final Provisions

1. These Regulations shall come into effect, on a provisional basis, on the day they are approved by the Board of Governors. They shall be referred to as the 'Staff Regulations of the EU-LAC International Foundation'. Once the HQ Agreement between the Federal Republic of Germany and the Foundation becomes effective, these Regulations shall either be adjusted to align with the HQ Agreement or shall be considered definitive if no adjustments are required.
2. The EU-LAC Foundation may contract advisors, experts, consultants or others, in the form of a Services Agreement, entrusting them with the execution of projects or specific tasks while the agreement is in force. Any agreement established under this form does not imply the existence of an employment contract with the EU-LAC Foundation and the contracted party, nor any entitlement to the rights and benefits provided for in these Regulations.
3. For the purpose of these Regulations, the term 'child' refers to a child born within or outside marriage, an adopted child and a stepchild.
4. Any benefit or right granted to the staff of the EU-LAC Foundation by these Regulations shall come into effect from the date on which the commencement of their responsibilities is agreed upon.
5. All staff, including the Executive Director, shall be entitled to benefits and shall be subject to the obligations established by the Agreement, the Internal Regulations and these Regulations, with the terms pertaining to their respective post.
6. The Executive Director shall issue the necessary and sufficient implementing rules so that these Regulations can be fully applied.
7. For all relevant aspects not covered by these Regulations, the applicable law in the host country shall prevail.

ANNEX 1

Dispute Resolution Mechanism of the EU-LAC International Foundation

This Mechanism has two instances: the Internal instance and – if needed – an External instance.

1. INTERNAL INSTANCE: the procedures before the internal Resolution Board

- 1.1 All parties involved in any disputes and/or disagreements in connection with the employment relationship shall work to solve them by amicable resolution within a reasonably expeditious time, whenever possible.
- 1.2 If an amicable resolution is not reached, a staff member aggrieved by a management decision (including implicit decisions⁽¹⁾) regarding the employment relationship between the staff member and the Foundation, provided that he/she has a direct and existing interest that has been adversely affected, may submit a complaint against it, requesting the same to be reconsidered, reviewed, amended or revoked, totally or partially. The staff member shall address its complaint in a letter to the Resolution Board, unless the management review or act is being challenged by one of the members of the Resolution Board, in which case he or she can directly file an appeal pursuant to § 2 below. The complaint shall be made in writing, in English, and lodged to the Executive Director, who shall acknowledge receipt of the complaint, stating the date of receipt in a copy of the complaint to be returned to the staff member.
- 1.3 The Resolution Board shall be composed of three persons: the Executive Director, the Finance and Administration Director, and the staff member who at that time is the most senior staff member. The Resolution Board shall adopt its decisions in a simplified manner, without the need for special meetings. In adopting its decisions, the Resolution Board may, but shall not be obliged to, seek the opinion of advisors of the Foundation related to the subject matter in dispute (e.g., legal, labour, accounting, tax); the Resolution Board shall not be obliged to justify its decision not to have done so or, if done, to provide evidence of the opinion sought.
- 1.4 A complaint may only be based on a grievance caused to the Staff member by a breach of the relevant employment agreement, these Regulations or otherwise to rules governing the employment relationship between the Staff member and the Foundation.
- 1.5 The complaint shall be signed by the complainant and describe with sufficient detail his/her identifying information, the management review outcome or decision that is being complained against, the object of the complaint, the grounds of the complaint as well as having enclosed any written or other evidence that the complainant deems relevant to this effect. If necessary, the Resolution Board may request the complainant to clarify and/or complement his/her complaint within a short period of time, failing which the complaint shall be considered inadmissible. The acknowledgement of receipt of the complaint set forth in § 1.2 marking the beginning of the period set forth in § 1.7 shall occur as soon as the Resolution Board has received to its satisfaction a complaint that fully meets the requirements set forth hereunder.
- 1.6 The complaint shall be made within 21 consecutive days from:
 - (a) the date of notification of the management decision (or in case of implicit decisions, as from expiration of the term set forth under § 1.2 above) or management act to the person concerned, in the case of an individual management act;
 - (b) the date of publication of the management act concerned, in the case of a general management act; or
 - (c) the date on which the complainant has knowledge (duly evidenced) of a management act, if the act has neither been published nor notified.
- 1.7 The Resolution Board shall give a reasoned, written decision on the complaint as soon as possible and not later than 21 calendar days from the date of the receipt of the complaint pursuant to § 2.1 in connection with § 2.3, and shall notify the complainant accordingly. Should the Resolution Board, as it may correspond, fail to decide on the complaint within that period, it shall be deemed that the complaint has been implicitly rejected.
- 1.8 The filing of a complaint shall not suspend the effect of the management act being contested. The Resolution Board, as it may correspond, may however, in its sole discretion, decide to order a (total or partial) suspension of the management act, if the circumstances and the proper functioning of the service so require.

⁽¹⁾ An implicit decision shall be deemed to have been taken when a staff member's request is considered rejected as a consequence of lack of response of the respective management staff member to the relevant request within 30 days.

- 1.9 A decision to impose a disciplinary sanction is not subject to a complaints procedure but such decision may instead be directly subject to the appeals procedure before the German-based 'Deutsche Institution für Schiedsgerichtsbarkeit' (hereinafter 'DIS') according to § 2. See for reference: <https://www.disarb.org/>.
- 1.10 Any formal complaint not submitted within the specified time limit shall be rejected as being out of time, save for exceptional cases where, for duly substantiated reasons, it may be declared admissible. The failure to abide by the time limits shall result from reasons beyond the control of the Staff member complainant, and the length of the delay shall be reasonable having regard to the circumstances of the case.
- 1.11 All time limits in these Regulations are expressed in calendar days and shall run from the day following the day on which the relevant event occurred and shall expire at midnight (Hamburg, Germany time) on the last day of the time limit. Calculation of time limit shall include Saturdays, Sundays and public holidays. Where the last day of a time-limit is a Saturday, Sunday or a public holiday or non-working day in the Foundation's headquarters, the time-limit shall expire on the next working day.
- 1.12 The complaints procedure set up by § 1 and the appeals procedure set forth under § 2 shall be open subsequently, i.e., the latter only after the former has been completely exhausted (but without prejudice of § 1.9), on the same conditions, *mutatis mutandis*, to:
- (a) former staff members;
 - (b) the legal beneficiaries of staff members; and
 - (c) candidates who have applied for a position in the Foundation through a selection procedure, provided the complaint relates to an irregularity in the selection procedure.

2. APPEALS PROCEDURE BEFORE THE DIS

- 2.1 The decision on the complaint procedure adopted by the Resolution Board, as it may correspond, may be appealed to the DIS, in accordance with its valid rules and provisions at each point in time.
- 2.2 An appeal may also be filed directly before the DIS in the cases regulated under § 1.2 and § 1.9 above, and also by the Executive Director on behalf of the Foundation against a Staff member that has breached any of his/her obligations and duties.
- 2.3 The DIS's judgments shall be final and binding on the parties.
- 2.4 While an appeal is pending, the Executive Director shall refrain from taking any further measure in respect of the staff member.
- 2.5 Lodging an appeal shall not suspend the contested management decision; § 1.8 shall apply. However, the Staff member may file a request with the DIS to suspend the implementation of a contested management decision (request for a stay of execution) in cases of particular urgency where the implementation of the management decision would cause serious and irreparable damage to the Staff member.
- 2.6 In exceptional cases, the Executive Director may, in the interest of the Foundation and within the limits of the available budget, conclude a mutually agreed settlement to end a dispute brought before the DIS on the condition that the Staff member renounces all future action, claims, and demands in respect of that dispute.
- 2.7 If the Executive Director considers that the execution of an annulment decision is likely to create serious internal difficulties for the EU-LAC Foundation, he or she shall inform the DIS to that effect by providing a reasoned opinion. If the DIS considers the reasons given by the Executive Director to be valid, it shall then fix the sum to be paid to the appellant by way of compensation.
- 2.8 Pursuant to the terms of its own Statute and Rules of Procedure the DIS shall also be competent to decide on requests for rectification, interpretation, revision, and execution filed by the parties in connection with an appeal procedure.

ANNEX 2

Current per diem rates published by the European Commission (last update 25 July 2022): <https://www.eeas.europa.eu/sites/default/files/documents/2024/Annexe%20M%20Current%20per%20diem%20rates.pdf>
