Rules for Reimbursement of Participants in Events organised under ENP Projects financed by the European Commission

**SAFEMED and Black and Caspian Sea Projects** 

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# **Table of Contents**

1.	Defin	litions	3
2	Roim	bursable costs	3
	2.1	Travel to the place of the EMSA event	
2.2		Accommodation	
2	2.3	Per-diems	
2	2.4	Visa and medical insurance	
2	2.5	Travel and accommodation costs to obtain Visa	
3.	Reim	bursement procedure	5
	3.1	Proof of attendance	
3	3.2	Reimbursement requests	5
3	3.3	Method of payment	
3	3.4	Overnight stay during the travel	5
3	3.5	Information	6
4.	Force	e majeure	6
5.	Liabi	lity	6
Ар	pendix	A Expenses Reimbursement Form	7
Ар	pendix	B Declaration on advance payment	9



## **List of Abbreviations**

ENP

European Neighbourhood Policy

## 1. Definitions

**Participants** are persons invited by EMSA to participate in events organised in the framework of the ENP countries projects.

**Speakers** are participants<sup>1</sup> who are invited by EMSA to deliver lectures and/or otherwise share their expertise with other participants at the events organised in the framework of the ENP countries projects. Speakers shall be selected in view of their function or expertise and regardless of their country of origin.

EMSA events are trainings, meetings, workshops, seminars and other events organised by the Agency.

Place of departure is the place of employment of the participant communicated by the focal point.

**Overnight stay** is every occasion when the participants need to spend the night at the place where the meeting is held. The night spent travelling shall not be considered an overnight stay unless it involves a stop-over of at least 6 hours between flights at night-time.

### 2. Reimbursable costs

Participants in events are entitled to:

- 1. Per-diems per each overnight stay (covering all local expenses such as accommodation, meals, and local transport);
- 2. Return flight tickets from the place of departure to the place of the EMSA event;
- 3. Reimbursement of the visa costs and related medical insurance;
- 4. Reimbursement of costs incurred in the process of obtaining entry and/or transit visa such as, travel and accommodation;
- 5. Reimbursement of km allowance of EUR 0.28/km covering the transfer from/to the airport of departure in case the distance from the place of residence/work to the airport exceeds 50 km (one way).

The expenses are reimbursed provided that the participants are not in receipt of a similar reimbursement or allowance from any other organisation or person in connection with the same event. Participants (or their nominating organisation thereof) shall repay EMSA any sum paid in error and return any advanced reimbursement of eligible costs which have proven not due<sup>2</sup>.

### 2.1 Travel to the place of the EMSA event

The flight ticket(s) for the participants are paid by EMSA either through a direct booking/payment or through reimbursement.

- A. When the tickets are booked and paid by EMSA, the participants will be provided with a return flight ticket for the journey between the airport, indicated in the nomination sent by relevant governmental administration of the ENP, and the place where the EMSA event is held.
- B. When the flight tickets have been booked by the participants, they will be reimbursed for the expenses incurred upon presentation of relevant invoices/receipts. The flight tickets will be reimbursed up to the maximum amount of a comparative quotation obtained by EMSA's Travel Agency and communicated to the participants well in advance of the travel. It will in no case exceed the actual price paid by the participant.
- C. The amounts to be reimbursed shall be limited to the costs for the route between the place of the airport indicated in the nomination sent by relevant governmental administration of the ENP and the place where the EMSA event is held ("regular route"). If a participant wishes to travel a different route or different itinerary (for personal reasons) from and/or to a location different than the place of departure ("exceptional route"), he/she

<sup>&</sup>lt;sup>1</sup> Unless specified otherwise all references to participants shall be applicable to speakers as well.

<sup>&</sup>lt;sup>2</sup> In cases when participants have been paid per-diems in advance but did not attend the event for whatever reason, which cannot be considered a *force majeure*.

may do so and get reimbursed by EMSA on the condition that it does not jeopardize his/her participation in the EMSA event.

Regardless of the mode of payment, EMSA shall cover travel costs to reach the airport(s) if the distance covered exceeds 50 km and the costs incurred are not covered by the per-diems as defined in Chapter 3.4. The reimbursement shall be at the rate of EUR 0.28/km (calculated based on a web mapping service).

The flights shall not be changed by the participants without prior approval by EMSA. Any costs due to change of flight(s) without prior approval by EMSA shall be borne by the participant.

#### 2.2 Accommodation

Accommodation may be booked either by the participants themselves or by EMSA. When the accommodation is booked and paid directly by EMSA, the participants will be provided with a hotel voucher corresponding to the necessary overnights related to the event. In such cases the amount corresponding to the price of the accommodation paid by EMSA will be deducted from the per-diem.

Should a participant wish to extend his/her stay for personal reasons, he/she shall be responsible for booking and paying for the additional overnights.

When the accommodation is booked and paid by the participants, they will receive a full Per-diem payment for the necessary overnights related to the event.

#### 2.3 Per-diems

Per-diems are provided to participants to cover all the local expenses related to their participation in the events organised in the framework of the ENP Projects.

Per-diems are paid as flat-rate amounts for every overnight stay necessary for the purposes of the event and cover accommodation, meals, and local transport (bus, tram, metro, taxi, parking, etc.).

The applicable per-diem rates are those published by the European Commission, Europe Aid Development and Cooperation Office website on the first day of the EMSA event.

#### 2.4 Visa and medical insurance

Once their participation is confirmed, the participants shall ensure that they are in possession of the necessary entry and/or transit visa to reach the place of the EMSA event. Upon participant's request EMSA will contact the relevant Embassy to facilitate the issuance of the visa.

The cost of the visa and the related medical insurance shall be reimbursed only upon sending an electronic copy of the receipt or invoice related to these costs. To allow sufficient time for EMSA to prepare the reimbursement, the participants are requested to submit these documents in advance.

The visa and the related medical insurance shall cover the necessary travel days up to a period of one month. In case of coverage for a longer period, the reimbursement shall be calculated on a pro-rata basis for a period of one month, unless otherwise agreed with EMSA.

#### 2.5 Travel and accommodation costs to obtain Visa

Travel costs related to the visa application and/or collecting the visa shall be reimbursed as follows:

A. Should air travel be involved, EMSA will provide the participants with a flight ticket for the journey between the place of departure and the place of the relevant Embassy. Alternatively, and subject to prior notification to EMSA, the participants can purchase the ticket themselves. The costs will be reimbursed in accordance with the provisions of Chapter 2.1 b, and upon presentation of tickets, invoices (in case of online bookings, the printout of the electronic reservation) and boarding passes.

B. Should air travel not be needed, the travel shall be arranged by the participants themselves using public transport (first-class rail/ bus). When the route is not served by train or bus, the cost of travel by car shall be reimbursed at the rate of EUR 0.28/km. When the distance between the place of departure and the place of obtaining visa does not exceed 50 km (calculated based on a web mapping service), obtention of the visa will be considered as taking place in the place of employment/residence and therefore will not entitle to any reimbursement of travel expenses or per-diems payment.

When an overnight stay is necessary, the participants shall request in advance an approval from EMSA and will be entitled to per-diems applicable to the country in question. In those cases, the participants shall arrange the accommodation themselves. Reimbursement will be made following the rules in Chapter 2.1

### 3. Reimbursement procedure

#### 3.1 Proof of attendance

For each EMSA event, attendance lists (provided by EMSA at the event) will be duly signed by the participants. This shall provide proof of attendance.

#### 3.2 Reimbursement requests

Participants requesting reimbursement of costs for the first time by way of bank transfer are requested to forward a duly completed legal entity form and bank identification form.

Participants are obliged to submit reimbursement requests, duly completed, and including all requested supporting documents, within 30 calendar days after the end date of the EMSA event. If requests for reimbursements and/or supporting documents have not been received at the latest 3 months after the end date of the event the request shall be rejected and EMSA will not reimburse the related expenditure.

EMSA may at any time request additional documents and/or evidence regarding the information provided by participants in relation to the payment of travel or other expenses. Data provided by participants in relation to the reimbursement may be transferred by EMSA to entities tasked to control the appropriateness and legality of the use of public European funds, including the Court of Auditors and the European Anti-Fraud Office.

### 3.3 Method of payment

The reimbursement of eligible costs to participants shall be made after the event following the submission of a duly completed and signed reimbursement form and if all supporting documents are compliant with EMSA rules. The reimbursement is made by bank transfer<sup>3</sup>, in Euro, to the participant's designated bank account according to the provisions under Chapter 3.2.

Should the nominating administration<sup>4</sup> deem that the attendance of the participant to the event is dependent on an advance payment of the per-diems (for instance, in case of events lasting more than 5 days), the administration will make a written request to EMSA at least 10 working days before the event start date. EMSA will assess the possibility of issuing an advance payment <sup>5</sup> on a case-by-case basis.

### 3.4 Overnight stay during the travel

When travel arrangements impose a stop-over of at least 6 hours between flights at night-time, the participants are entitled to receive a reimbursement equal to one per-diem, at the rate of the country in which the stop-over takes place, provided that a proof of accommodation costs is submitted along with the other supporting documents needed to process the reimbursement.

<sup>&</sup>lt;sup>3</sup> Payment by cheques will only be possible on exceptional cases when bank transfer is not possible for justified reasons. EMSA will assess this possibility on a case-by-case basis.

<sup>&</sup>lt;sup>4</sup> ENP project focal point or his/her alternate.

<sup>&</sup>lt;sup>5</sup> Advance payment is subject to submission of Annex II duly completed.

#### 3.5 Information

Participants shall be informed in advance of the applicable Rules, the procedures, applicable per-diem rates and of any forms to be completed.

### 4. Force majeure

In cases of a cancellation of an event by EMSA due to circumstances of force majeure experts who have commenced their journey shall be reimbursed by EMSA for the expenses incurred. Similarly, if the expert is forced to stay an extra night for reasons outside his/her control, the extra costs which are not refunded by another source shall be reimbursed.

Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of EMSA or the expert not attributable to error or negligence on their parts which prevents one of them from attending or holding the EMSA event that could not have been avoided by the exercise of due diligence. Labour disputes, strikes and financial problems cannot be invoked as force majeure unless they are the direct consequence of an established case of force majeure.

### 5. Liability

No moral, material or bodily harm incurred by the person in the course of the journey or stay in the place where the EMSA event, workshop or other event took place may be subject to a claim against EMSA unless it can be imputed to EMSA.

In case of travel by private motor vehicle the owner, holder and/or driver of the vehicle shall be fully liable for any damage incurred in relation to the operation of the vehicle according to general legislation in place. No moral, material or bodily harm incurred in relation to the use of a private motor vehicle may be subject to a claim against EMSA.

# Appendix A Expenses Reimbursement Form<sup>6</sup>

### Participants reimbursed by bank transfer

Surname:		Forename:			
Address of residence:					
Street		N	lo.		
Postcode	Town	C	Country		
Tel	Mobile		E-mail		
Bank Identification form provided		Legal Entity form provided			
no, completed form attached					
yes, already provided previously		🗌 yes, alrea	dy provided previously		
Please re-confirm: Account holder		Valid in ABAC:			
«accountholder»		LEF:			
Bank account No.		LEF ABAC:			
Reason for the travel:		_ event name			
Dates: from	to		number of nights		
Means of transport: air travel	🗌 rail	D private car	other (pls specify)		
Journey itinerary and flight schedul	e: As per Annex	I to this Form			
Accommodation:   hotel prepaid	by EMSA	🗌 hotel p	paid by participant		

I, the undersigned, declare that this statement is true and accurate, and that no reimbursement will be claimed from another source.

Date and signature

<sup>&</sup>lt;sup>6</sup> The Form may be customised according to the needs of the Event.

#### Preliminary calculation of Reimbursement (subject to financial verification and approval of the Authorising Officer):

Entitlement		Currency	Exchange rate*	EUR
Visa (2.6.1 of the Rules)	[amount]	XXX	[rate]	[amount]
(2.6.1 of the Rules)	[amount]	XXX	[rate]	[amount]
Travel to obtain visa (2.6.2 of the Rules)	[amount]	XXX	[rate]	[amount]
Per-diems [ <i>country 1 - place of event</i> ] (2.3 of the Rules)	[rate]**	х	Overnights	[amount]
Deduction prepaid accomodation [ <i>country</i> 1] (2.4 of the Rules)	[amount]	х	[rate] [rate] Overnights Overnights Overnights Overnights	[amount]
Per-diems [ <i>country</i> 2 - <i>other</i> ] (2.3 and 2.6.2 of the Rules)	[rate]**	х	Overnights	[amount]
Deduction prepaid accomodation [country 2] (2.3 of the Rules)	[amount]	х	Overnights	[amount]
· ·			Total	[amount]

\* The InforEuro rate corresponding to the month of the invoice

http://ec.europa.eu/budget/contracts\_grants/info\_contracts/inforeuro/inforeuro\_en.cfm

\*\* The per-diem rates published on the official webpage of the European Commission, DG International Cooperation and Development <a href="https://international-partnerships.ec.europa.eu/funding-and-technical-assistance/guidelines/managing-project/diem-rates\_en">https://international-partnerships.ec.europa.eu/funding-and-technical-assistance/guidelines/managing-project/diem-rates\_en</a>

Note: Delete or add lines as appropriate

# Appendix B Declaration on advance payment

I, the undersigned, accept that the amount of EUR [insert in numbers] will be transferred to my bank account by the European Maritime Safety Agency (EMSA), as an advance payment on my per-diems and also for expenses related to my participation to the [insert name of the event] in [insert place], which will be conducted from [insert date] to [insert date] in [insert place].

I also undertake that, should my participation in this event finally not take place but the amount was already transferred to my bank account, I will reimburse the total amount advanced to EMSA's bank account<sup>7</sup> within 30 days. All bank charges shall be borne by the undersigned. I confirm that I have been informed that failure to reimburse EMSA by this deadline will lead to a recovery or offsetting of this amount from my Administration.

[Location and Date]

[Name]

This declaration should be submitted in pdf format by email to the EMSA contact point.

<sup>&</sup>lt;sup>7</sup> The bank account details will be communicated by EMSA.

#### **European Maritime Safety Agency**

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