



HIGH COUNCIL DECISION N. 7/2014

of 5 December 2014

laying down the Service Rules of the Teaching Staff
and namely amending the Conditions of Employment of Teaching Staff
of the European University Institute (EUI)¹

THE HIGH COUNCIL

Having regard to the Convention setting up a European University Institute, in particular Article 6(5)(c),

Having regard to the Protocol on the Privileges and Immunities of the European University Institute, and in particular Article 12 thereof,

Having regard to the proposal by the President of the European University Institute to revise the Conditions of Employment of the Teaching Staff,

Having regard to High Council Decision N. 6/2014 of 5 December 2014 laying down the Service Rules of the Administrative Staff and namely amending the Staff Regulations applicable to Permanent Staff Members and Conditions of Employment of Other Servants of the European University Institute (EUI),

Taking into account Regulation (EU, Euratom) No 1023/2013 of the European Parliament and of the Council of 22 October 2013 amending the Staff Regulations of Officials of the European Union and the Conditions of Employment of Other Servants of the European Union,

Whereas:

- (1) The EUI has been traditionally applying *mutatis mutandis* the Staff Regulations of the officials and others servants of the European Union for its administrative staff by transposing them into its own regulatory framework after adapting them to its nature, administrative structure and budgetary specificities.
- (2) The same principle of parallelism has been also applied in the context of the last revision of the EUI's Staff Regulations, by following as far as possible the changes introduced during the last reform of the EU's Staff Regulations.
- (3) In the interest of simplification and consistent staff policy, Administrative and Teaching Staff of the EUI should receive equal treatment for similar situations.
- (4) Arrangements introduced in the reform of the Staff Regulations applicable to Permanent Staff Members and other Servants of the EUI shall be introduced also in the Conditions of Employment of Teaching Staff unless decided differently for grounds justified by the particularities of the contracts and the nature of the tasks of the Teaching Staff.

¹ Amended by High Council Decision N. 1/2015, High Council Decision N. 8/2015, High Council Decision N. 4/2018, High Council Decision N. 1/2019, High Council Decision N. 2/2019, High Council Decision N. 5/2020, High Council Decision N. 2/2021 and High Council Decision N. 3/2021.

- (5) High quality conditions of employment should be secured to Teaching Staff to enable it to support the EUI in the overall carrying out of its teaching and research mission as well as to equip it to successfully face the future challenges-internal and external-.

HAS DECIDED AS FOLLOWS:

Article 1

The Conditions of Employment of Teaching Staff of the European University Institute are hereby amended as set out in Annex A as well as in Annex B as regards the Common Provisions applicable to Teaching and Administrative Staff.

Article 2

The two Annexes form an integral part of this Decision which repeals and replaces High Council Decision N. 10/2004 as subsequently amended.

Article 3

This decision shall enter into force on 1 January 2015.

Done at Florence, 5 December 2014

For the High Council
The President

(signed)

Andreas GOFAS

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CONDITIONS OF EMPLOYMENT OF THE TEACHING STAFF

PART I

SCOPE

CHAPTER 1

Scope

Article 1²

The Conditions of Employment shall apply:

- a) in accordance with Part II to professors and assistant professors holding a full-time contract referred to in Article 28(2) (a) and (b),

For the purposes of these Conditions of Employment, the term assistant professor shall refer to an entry level full-time contract holder occupying half of a slot of a Chair of a full-time Professor in accordance with the terms laid down in the following articles.

- b) in accordance with Part III to professors and assistant professors holding a part-time contract referred to in Article 28(2) (a) and (b),
- c) in accordance with Part IV to research fellows, academic assistants, academic collaborators and academic/administrative associates, engaged on the basis of a full-time or part-time contract and remunerated in accordance with Article 28(2) (c) and (d).

Article 1a

Any reference in these Conditions of Employment to a person of the male sex shall be deemed also to constitute a reference to a person of the female sex, and vice-versa, unless the context clearly indicates otherwise.

Article 1b

The President shall be the Appointing Authority within the meaning of these Conditions of Employment and their annexes.

Article 1c

1. In the application of these Conditions of Employment, any discrimination based on grounds such as sex, race, colour, ethnic or social origin, genetic features, language, religion or belief, political or any other opinion, membership of a national minority, property, birth, disability, age, or sexual orientation shall be prohibited.

² HIGH COUNCIL DECISION N. 1/2015 of 6 February 2015.

For the purposes of these Conditions of Employment, non-marital partnerships shall be treated as marriage provided that all the conditions listed in Article 1(2)(c) of Annex VII are fulfilled.

Article 1d³

With a view to ensuring full equality in practice between men and women in working life, which shall be an essential element to be considered in the implementation of all aspects of these Conditions of Employment, the principle of equal treatment shall not prevent the Institute from maintaining or adopting measures providing for specific advantages in order to make it easier for the under-represented sex to pursue a vocational activity or to prevent or compensate for disadvantages in professional careers.

PART II
FULL-TIME CONTRACT HOLDERS

CHAPTER 2
Rights and obligations

Article 2⁴

A full-time contract holder is referred to as “contract holder” in this Part.

1. A contract holder shall carry out his duties and conduct himself solely with the interests of the Institute in mind. He shall neither seek nor take instructions from any government, authority, organisation or person outside the Institute. He shall carry out the duties assigned to him objectively, impartially and in keeping with his duty of loyalty to the Institute.
2. A contract holder shall abstain from any action or behaviour which may reflect adversely upon his position or affect his ability to perform his duties.
3. A contract holder shall not, in the performance of his duties and save as hereinafter provided, deal with a matter in which, directly or indirectly, he has any personal interest such as to impair his independence, and, in particular, family and financial interests.
4. Any contract holder to whom it falls, in the performance of his duties, to deal with a matter referred to above shall immediately inform the Appointing Authority. The Appointing Authority shall take any appropriate measure, and may in particular relieve the contract holder from responsibility in this matter.
5. A contract holder may neither keep nor acquire, directly or indirectly, in undertakings which are subject to the authority of the Institute to which he belongs or which have dealings with the Institute, any interest of such kind or magnitude as might impair his independence in the performance of his duties.

³ HIGH COUNCIL DECISION N. 5/2020 of 30 June 2020.

⁴ Idem.

6. A contract holder may be required to make good, in whole or in part, any damage suffered by the Institute as a result of serious misconduct on his part in the course of or in connection with the performance of his duties.
7. A reasoned decision shall be given by the President in accordance with the procedure laid down in regard to disciplinary matters.
8. The judicial body for settling disputes between the Institute and its contract holder shall have unlimited jurisdiction in disputes arising under this provision.
9. Any contract holder who, in the course of or in connection with the performance of his duties, becomes aware of facts which gives rise to a presumption of the existence of possible illegal activity, including fraud or corruption, detrimental to the interests of the Institute, or of conduct relating to the discharge of professional duties which may constitute a serious failure to comply with the obligations of Institute contract holders, shall without delay inform either his immediate superior or, if he considers it useful, the President.

Information mentioned in the above subparagraph shall be given in writing.

This paragraph shall also apply in the event of serious failure to comply with a similar obligation on the part of any other person in the service of or carrying out work for the Institute.

10. The immediate superior receiving the information referred to in paragraph 9 shall without delay transmit to the President of the Institute any evidence of which he is aware from which the existence of the irregularities referred to in paragraph 9 may be presumed.
11. A contract holder shall not suffer any prejudicial effects on the part of the Institute as a result of having communicated the information referred to in paragraph 9 and 10, provided that he acted reasonably and honestly.
12. Paragraphs 9 to 11 shall not apply to documents, deeds, reports, notes or information in any form whatsoever held for the purposes of, or created or disclosed to the contract holder in the course of, proceedings in legal cases, whether pending or closed.

Article 2a

Contract holders shall refrain from any form of psychological or sexual harassment. Article 12a of the Staff Regulations applicable to permanent staff members of the Institute shall apply by analogy.

Article 3

Contract holders shall reside in Florence or in a place near that city.

Article 4⁵

Without prejudice to Article 21, a contract holder may not absent, interrupt or suspend his activities at the Institute, without the President's prior permission. Any unauthorised absence

⁵ HIGH COUNCIL DECISION N. 5/2020 of 30 June 2020.

may entail the loss of a proportion of salary, calculated in accordance with the provisions adopted by the High Council.

Article 4a⁶

1. Full-time contract holders may, in exceptional circumstances and on justified request, be granted unpaid leave on personal grounds.
 2. Leave on personal grounds shall be governed by the following rules:
 - a) it shall be granted on reasoned request of the contract holder by the President, if the latter feels this to be compatible with the contract holder's obligations towards the Institute;
 - b) during the leave, the contract holder's membership of the social security scheme provided for in Articles 36 and 37 and cover for risks under that scheme shall be suspended. However, a contract holder who shows that he cannot be covered by another public scheme against the risks provided for in Articles 36 and 37 may at his request, to be submitted not later than one month before the start of the leave, continue to benefit from the cover provided for in these Articles, provided that he bears half of the monthly contributions provided for in Article 36 (4) and Article 37 (1). The contributions shall be calculated on the basis of the contract holder's last basic salary;
 - c) on expiry of the leave, the contract holder shall be mandatorily reinstated in his post.
 3. Contract holders may, request and be granted unpaid leave for research and professional purposes.
 4. Unpaid leave for research and professional purposes shall be governed by the following rules:
 - a) during the unpaid leave, the provisions under paragraph 2(b) on the membership of the social security scheme and the risks under that scheme shall apply,
 - b) on the expiry of the leave, the contract holder shall mandatorily be reinstated in his post and grade and may opt for a contract extension equivalent to the time spent on unpaid leave for research and professional purposes.
- Implementing provisions shall be adopted to give effect to unpaid leave for research and professional purposes.
5. Article 5 shall continue to apply during the period of leave on personal grounds and during the period of unpaid leave for research and professional purposes. The permission under Article 5 shall not be granted to a contact holder for the purpose of his engaging in an occupational activity, whether gainful or not, which could lead to the existence or possibility of a conflict with the legitimate interests of the Institute.

⁶ HIGH COUNCIL DECISION N. 5/2020 of 30 June 2020.

Article 4b⁷

1. A contract holder may request authorisation to work part time.

The Appointing Authority may grant such authorisation if this is compatible with the interest of the service.

2. The contract holder shall be entitled to authorisation in the following cases:
 - a) to care for a dependent child under 9 years of age,
 - b) to care for a dependent child aged between 9 and 12, if the reduction in working time is no more than 20 % of normal working time,
 - c) to care for a dependent child until he reaches the age of 14 when the contract holder is a single parent,
 - d) in cases of serious hardship, to care for a dependent child until he reaches the age of 14 if the reduction in working time is no more than 5 % of normal working time. Where both parents are employed in the service of the Institute, only one shall be entitled to such reduction,
 - e) to care for a seriously ill or disabled spouse, relative in the ascending line, relative in the descending line, brother or sister,
3. The Appointing Authority shall reply to the staff member's request within 60 days.
4. General implementing provisions shall be adopted to give effect to this Article.

Article 5⁸

A contract holder who intends to engage in an outside activity, whether paid or unpaid, or to carry out any assignment outside the Institute, shall first obtain the permission of the Appointing Authority. Permission shall be refused only if the activity or assignment in question is such as to interfere with the performance of the contract holder's duties or is incompatible with the interests of the Institute.

A contract holder shall notify the Appointing Authority of any changes in a permitted outside activity or assignment, which occur after the contract holder has sought the permission of the Appointing Authority under paragraph 1. Permission may be withdrawn if the activity or assignment no longer meets the conditions referred to in the last sentence of paragraph 1.

Article 5 is applicable to all full-time teaching staff subject to these Conditions of Employment.

Article 6

A contract holder who wishes to stand as candidate for elective public office must previously inform the President who, after consulting the Academic Council, may suspend the contract within the limits of its period of validity.

⁷ HIGH COUNCIL DECISION N. 5/2020 of 30 June 2020.

⁸ Idem.

Article 7

The President shall consider the case of any contract holder who has accepted public, political or elective office. The President shall, after consulting the Academic Council and having regard to the importance of this office and the duties it entails for the holder, decide whether to allow the contract holder to aggregate his post at the Institute and that office or suspend the contract for the term of office within the limits of the period of validity of the contract.

Article 8

1. Before engagement, a contract holder shall be medically examined by one of the medical officers of the Institute in order to certify that he is fit to carry out his future duties as provided under Article 15(2)(b) of these Conditions of Employment.

Entry into force of the contract shall be conditional upon presentation to the Institute of such a medical certificate.

2. Contract holders shall submit to any medical examination ordered by the President in the interest of the persons appointed to the Institute or in the interest of the performance of the contract holder's duties.

Article 9

The High Council, after consulting the Academic Council, may lay down the rules for publishing the results of work carried out as part of the research and teaching programme of the Institute.

CHAPTER 3

Privileges, immunities and protection

Article 10

Contract holders shall enjoy the privileges and immunities laid down by the Protocol annexed to the Convention, within the limits and in accordance with the terms laid down by that Protocol.

Article 11

1. The Institute shall assist any contract holder, in particular in proceedings against any person perpetrating threats, insulting behaviour or defamatory acts or utterances, or any attack on person or property to which he or a member of his family is subjected by reason of his position or duties.

2. The Institute shall jointly and severally compensate the contract holder for damage suffered in such cases, insofar as the person concerned 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.

3. To the extent to which he receives compensation from the Institute, the contract holder shall make over to it any claims he may have against the perpetrators of such damage.

CHAPTER 4

Conditions of engagement

Article 12⁹

1. No appointment of a full-time professor shall be made for any purpose other than that of filling a vacant post (hereinafter termed "chair") as provided for in these Conditions of Employment.
2. Any chair declared vacant by the President shall be the subject of a notification of vacancy. This notification shall contain a brief description of the duties and responsibilities and a statement of the qualifications and experience required and the grading of the chair. It shall also indicate whether the President intends to fill in the slot of a full-time professor by appointing up to two assistant professors. Such a possibility shall be reserved for maximum of one chair per Department.
3. Vacancies shall be published in accordance with the rules to be drawn up by the High Council. The procedure for advertising vacant chairs and for selection of contract holders shall be as defined in Annex III.
4. Vacant chairs may be filled on a temporary basis through the appointment of part-time contract holders; the statutory provisions applying to them shall be those defined in Part III of these Conditions of Employment.
5. A decision to appoint up to two assistant professors to one vacant chair per Department will be reversible. Once the contract of the appointees expires and they leave the Institute, the remaining vacant chair may be filled afresh by a full-time professor.
A full-time Chair cannot be re-introduced for filling in by a full-time professor as long as one assistant professor is still in service.

Article 13

Applications from candidates appearing on the final list drawn up by the Selection Board provided for in Annex III shall be examined by the Academic Council, which shall recommend appointments under contract in accordance with Article 9(5) of the Convention and the provisions governing the activities of the Institute laid down in Article 6 (5) (a) of the Convention.

Article 14

Recruitment under contract shall be directed to securing for the Institute the services of Teaching Staff of the highest standard of ability and integrity without reference to race, creed or sex. They shall be of very high standing and of great authority in their discipline and shall be capable of supervising, within the sphere of their competence, the work to be carried out within the Institute.

No chairs shall be reserved for nationals of any specific Member State of the European Union. Recruitment shall be on the broadest possible geographical basis.

Article 15

1. The Academic Council may appoint, by contract, a person who is not a national of a Member State of the European Union, where his presence is regarded as particularly desirable for the work of the Institute, with specific reference to the development of the research programme.

⁹ HIGH COUNCIL DECISION N. 1/2015 of 6 February 2015.

When a contract of employment is concluded with a person in accordance with the first subparagraph, the President shall be empowered to apply in a restrictive sense certain provisions of the Conditions of Employment of the Teaching Staff, in particular regarding the reimbursement of travel expenses on taking up or terminating an appointment or for the annual trip from Florence to the country of origin and of removal expenses.

2. A candidate may be appointed under contract only if he fulfils the conditions listed below:

a) unless an exception is made by the High Council, acting on a proposal from the Academic Council, he must fulfil, in respect of the exercise of a post in the Institute, at least the conditions laid down for a similar post in his country of origin;

b) he must be physically fit to perform his duties;

c) unless an exception is made by the High Council, acting on a proposal from the Academic Council, he must have a thorough knowledge of one of the languages of the European Union and a satisfactory knowledge of at least another language of the European Union.

Article 16

1. Contract holders shall be appointed by the Institute in virtue of a contract for a specified period, which may not exceed five years nor be less than one year.

2. The conditions under which the contract may be renewed shall be as defined in Annex IV.

3. The contract of employment shall be signed by the President and the contract holder. This contract must indicate the following:

- that the holder is employed under contract;
- date of commencement and end of employment;
- the grading, and the name of the chair;
- basic salary;
- special obligations and any other special conditions;
- reservation concerning the submission of the medical certificate required under Article 8;
- that the contract holder enjoys the rights guaranteed by these Conditions of Employment and by the Convention and by any provisions adopted pursuant to it, and that he undertakes to comply with the obligations deriving from all these provisions.

CHAPTER 5

Cancellation of the contract

Article 17

Apart from cessation on death, the contract held shall terminate by:

- a) voluntary resignation accepted by the President;
- b) dismissal in the cases referred to in Article 19;
- c) expiry of the contract, at the end of the term laid down therein.

Article 18¹⁰

Voluntary resignation shall be tendered in writing to the President *one year* before the date on which the contract holder wishes to terminate his duties, except where agreement is otherwise reached between the parties.

The decision on the resignation tendered shall be taken by the President after consulting the Academic Council. The President shall inform the person concerned of the decision not later than thirty days after receiving the letter of resignation.

Where the resignation is accepted, the decision shall fix the date of resignation as that proposed by the contract holder unless the interests of the Institute necessitate the choice of a later date.

The President may, however, refuse to accept the resignation if disciplinary proceedings against the contract holder are in progress at the date of receipt of the letter of resignation or if such proceedings are started within the following thirty days.

Article 19

Acting on a proposal from the Academic Council, made after giving the person concerned a hearing, the President may dismiss a contract holder who does not perform his duties competently, or who carries on an activity referred to in Article 5 without the President's permission. Where the person concerned is a member of the Academic Council he shall not vote.

Reasons must be given for the proposal of the Academic Council.

The President shall take the decision and inform the person concerned thereof. The person concerned shall be entitled to offer comments within a reasonable time-limit, before such a decision is taken.

CHAPTER 6

Leave

Article 20

The list of public holidays shall be drawn up by the Appointing Authority taking into account the public holidays in Italy.

Article 21

Contract holders may be absent from the Institute, in agreement with the President, outside the periods determined by the provisions governing the activities of the Institute laid down in Article 6(5)(a) of the Convention, during which the study and research activities of the Institute are organised.

¹⁰ HIGH COUNCIL DECISION N. 5/2020 of 30 June 2020.

Article 22

Apart from the absence mentioned in Article 21, a contract holder may exceptionally, on application, be granted special leave, on conditions similar to those laid down in Annex V, section 2, of the Staff Regulations applicable to Permanent Staff Members of the Institute.

Article 23

Pregnant women shall, in addition to the leave provided for in Article 21, be entitled on production of a medical certificate to twenty weeks of leave. The leave shall start not earlier than six weeks before the expected date of confinement shown in the certificate and end not earlier than 14 weeks after the date of confinement. In the case of multiple or premature birth or the birth of a child with a disability or serious illness, the duration shall be of 24 weeks. Premature birth for the purposes of this provision is a birth taking place before the end of the 34th week of pregnancy.

Article 23a¹¹

A contract holder shall be entitled to up to six months of parental leave without basic salary for every child, to be taken during the first twelve years after the birth or adoption of the child. The duration of the leave may be doubled for single parents recognised under general implementing provisions adopted by the Appointing Authority and for parents of dependent children with a disability or a severe illness recognised by the Institute's medical officer. The minimum leave taken at any one time shall not be less than one month.

During parental leave, the contract holder's membership of the social security scheme shall continue; the acquisition of invalidity pension/severance grant rights, dependent child allowance and education allowance shall be maintained. The contract holders shall retain their posts. The leave cannot extend beyond the end of the contract holder's contract. The leave may be taken as full-time or half-time leave. Where parental leave is taken in the form of half-time leave, the maximum period provided for in the first paragraph shall be doubled. During parental leave, the contract holder shall be entitled to an allowance of EUR 1023,56 per month or 50 % of such sum if on half-time leave, but may not engage in any other gainful employment. The full contribution to the social security scheme provided for in Articles 36 and 37 shall be borne by the Institute and calculated on the basis of the basic salary of the contract holder. However, in the case of half-time leave this provision shall apply only to the difference between the full basic salary and the proportionally reduced basic salary. For the part of the basic salary actually received, the contract holder's contribution shall be calculated by using the same percentages as if they were in full-time employment.

The allowance shall be EUR 1364,75 per month, or 50 % of such sum if the contract holder is on half-time leave, for the single parents and parents of dependent children with a disability or a severe illness recognized by the medical officer referred to in the first paragraph and during the first three months of parental leave where such leave is taken by the father during maternity leave or by either parent immediately after maternity leave or during or immediately after adoption leave.

¹¹ HIGH COUNCIL DECISION N. 5/2020 of 30 June 2020.

Parental leave may be extended for a further six months with an allowance limited to 50 % of the amount referred to in the second paragraph. For single parents as referred to in the first paragraph, parental leave may be extended for a further twelve months with an allowance limited to 50 % of the amount referred to in the third paragraph.

The amounts mentioned in this Article shall be updated in line with the evolution of EUI salaries.

Article 23b¹²

In the case of medically certified serious illness or disability of a contract holder's spouse, relative in the ascending line, relative in the descending line, brother or sister, the contract holder shall be entitled to a period of family leave without basic salary. The total period of such leave shall not exceed nine months over the contract holder's entire career.

The second paragraph of Article 23a shall apply.

Article 24

1. A contract holder who provides evidence of being unable to carry out his duties by reason of sickness or accident shall be entitled to sick leave.

He shall notify the Institute of his incapacity as soon as possible and at the same time state his current address. He shall produce a medical certificate if he is absent for more than three days. He may be required to undergo a medical examination arranged by the Institute.

2. A contract holder may be required to take leave after examination carried out in accordance with Article 8(2) if his state of health so requires or if a member of his household is suffering from a contagious disease.

3. Contract holders shall undergo a medical check-up every year either by one of the medical officers of the Institute or by a medical practitioner chosen by them in order to ascertain whether they are fit to perform the duties entrusted to them.

In the latter case, the practitioner's fees shall be payable by the Institute up to a maximum fixed for a period of no more than three years by the Appointing Authority.

4. If a contract holder wishes to spend sick leave elsewhere than at the place where he is employed he shall obtain prior permission from the President or from a person designated by him.

CHAPTER 7

Remuneration and expenses

Article 25

In accordance with Annex VII to these Conditions of Employment, a contract holder shall be entitled to the remuneration carried by his grade and step laid down in his contract.

A contract holder may not waive his entitlement to remuneration.

¹² HIGH COUNCIL DECISION N. 5/2020 of 30 June 2020.

Remuneration shall comprise basic salary, family allowances and other allowances.

A contract holder's remuneration shall be expressed in euros.

Article 26

Article 64 of the Staff Regulations applicable to permanent staff members shall apply by analogy.

Article 27

Articles 65 and 65a of the Staff Regulations applicable to permanent staff members shall apply by analogy.

Article 28¹³

1. The contract of engagement shall lay down the basic monthly salary.
2. Taking account of the qualifications of the contract holder, the basic monthly salary shall be fixed by reference to the table of basic salaries in Article 66 of the Staff Regulations applicable to permanent staff members and Article 93 of the Conditions of Employment of Other Servants of the Institute, using the following correspondences:

a)

- President and Secretary General

Grade of contract holder	SR Grade	Step Number
President	Grade 14	Step 5*
Secretary General	Grade 13-14	13, all 5 steps - 14 up to step 3

*For transitional provision regarding the President in service on 31/12/2014 refer to Article 30 of Annex XIII to the Staff Regulations applicable to Permanent Staff Members.

- Professors PR 14/12

Grade of contract holder	SR Grade	Step Number
PR14	Grade 14	All 5 steps
PR13	Grade 13	All 5 steps
PR12	Grade 12	All 5 steps

¹³ HIGH COUNCIL DECISION N. 1/2015 of 6 February 2015.

b)

- Professors PR 11/9

Grade of contract holder	SR Grade	Step Number
PR11	Grade 11	All 5 steps
PR10	Grade 10	All 5 steps
PR9	Grade 9	All 5 steps

- Assistant Professors ASSPR 7/4

Grade of contract holder	SR Grade	Step Number
ASSPR7	Grade 7	All 5 steps
ASSPR6	Grade 6	All 5 steps
ASSPR5	Grade 5	All 5 steps
ASSPR4	Grade 4	All 5 steps

c) Research Fellows

Grade of contract holder	SR Grade	Step Number
CDR6	Grade 6	First 3 steps
CDR5	Grade 5	First 3 steps
CDR4	Grade 4	First 3 steps
CDR3	Grade 3	First 3 steps

d) Academic Assistants

Grade of contract holder	SR Grade	Step Number
ASTAC5	Grade 5	First 3 steps
ASTAC4	Grade 4	First 3 steps
ASTAC3	Grade 3	First 3 steps

ASTAC2	Grade 2	First 3 steps
ASTAC1 a	Grade 1	First 3 steps
ASTAC1 b	FG II/6	First 3 steps
ASTAC1 c	FG I/3	First 3 steps
ASTAC1 d	FG I/2	First 3 steps
ASTAC1 e	FG I/1	First 3 steps

3. The contract of engagement may provide that after two years the amount of basic salary will be increased to the amount immediately above it.

Article 28a

1. By way of derogation from Title II of the Common Provisions applicable to the Teaching and Administrative Staff, and without prejudice to Article 27 on the application of the method for updating the remuneration and pensions, a temporary measure regarding remuneration paid by the Institute to administrative and Teaching Staff in active employment, to be known as the "solidarity levy", shall be applied from 1 January 2015 to 31 December 2023.

2. The rate of this solidarity levy, which shall apply to the base defined in paragraph 3, shall be 6 %. The rate shall however be 7 % for contract holders in grade AD 15, step 2, and above.

3. (a) The base for the solidarity levy shall be the basic salary used to calculate remuneration, minus:

(i) social security and pension contributions and the tax, before solidarity levy, payable by a staff member in the same grade and step without dependants within the meaning of Article 2 of Annex VII and

(ii) an amount equal to the basic salary of a staff member in grade ASTAC1a, step 1.

(b) The components used to determine the base for the solidarity levy shall be expressed in euros and weighted at 100.

4. The solidarity levy shall be deducted monthly at source; the proceeds shall be entered as revenue in the budget of the Institute.

Article 29¹⁴

1. Heads of Department shall be nominated by the Academic Council for a period of up to three years on joint proposal by the President and the department concerned. They shall be appointed by the President for a period of one year, renewable annually in agreement with the department. The department's agreement shall be taken as tacitly given except where the department brings

¹⁴ HIGH COUNCIL DECISION N. 1/2015 of 6 February 2015 and HIGH COUNCIL DECISION N. 5/2020 of 30 June 2020.

before the President a request for nomination of another professor as head of department to be proposed to the Academic Council.

2. For the first year acting as Head of Department, a contract holder shall be allowed, at his choice and request,

- a) either a monthly allowance equal to 5% of the highest basic salary applicable to contract holders as defined in Article 28,
- b) or a year's extension to his full-time teaching contract beyond the maximum period of service set by Annex IV, Article 1, of these Conditions of Employment

3. For each year acting as Head of Department starting with the second, a contract holder shall be allowed, at his choice and request,

- a) either a monthly allowance equal to 10% of the highest basic salary applicable to Professors as defined in Article 28,
- b) or a year's extension to his full-time teaching contract beyond the maximum period of service set by Annex IV, Article 1, of these Conditions of Employment.

4. For each year acting as Head of Department starting with the third a contract holder shall be allowed, at his choice and request,

- a) either a monthly allowance equal to 15% of the highest basic salary applicable to Professors as defined in Article 28,
- b) or a year's extension to his full-time teaching contract beyond the maximum period of service set by Annex IV, Article 1, of these Conditions of Employment , which period may already have been extended one time previously in application of alternative b) of paragraph 3.

5. The options offered by paragraphs 3 and 4 may be utilized in advance, enabling appointment for a second and third year for a Head of Department who has taken the post at the end of the third year of ordinary contract.

6. While acting as Programme Head and then Director of the European Forum, a contract holder shall receive a monthly allowance, the amount of which shall be set by decision of the President. This allowance may in no case be greater than 5% of the highest basic salary applicable to Professors as defined in Article 28. An allowance subject to the same limitation may be allotted to the director of an interdisciplinary centre set up by High Council decision, direction of which does not constitute a specific full-time activity.

7. High Council decision N°3/2011 of 03 June 2011 introducing compensations and allowances to encourage participation in sponsored research programmes and externally funded research (Director(s) of Research) and High Council decision N°1/08 of 6 June 2008 concerning extension of contracts for Directors of Centres and Programmes have statutory relevance. However, assistant professors shall be excluded from their scope of application.

8. Due to their short professional experience, assistant professors shall not be eligible for nomination as Heads of Department.

Article 29a¹⁵

1. Role of the Dean of External Relations

The Dean of External Relations supports the President in the development of the Institute by proposing and implementing the internationalisation and partnerships strategy of the EUI.

The Dean of External Relations:

- a) Identifies and explores opportunities for strategic developments with research and higher education organisations, and other national and international partners; and ensures that the implementation of these opportunities will be aligned with the priorities and resources of the EUI;
- b) supports academic units in structuring partnerships and collaborations;
- c) acts in close coordination with the other deans, academic units and administrative services of the EUI;
- d) drafts an annual report on partnerships and collaborations at the EUI that includes an appropriate set of indicators.

2. Role of the Dean of Research

The Dean of Research supports the President in the development of the research strategy of the EUI.

Acting in close coordination with the other deans, academic units and administrative services of the EUI, the Dean of Research:

- a) advises and supports academics and academic units in the development of their research activities and helps them navigate the different constraints associated with the running of research projects;
- b) supports and facilitates inter-disciplinary interactions in line with the scientific priorities of the EUI;
- c) encourages the dissemination of the results of research, including to non-academic audiences;
- d) ensures that research is led according to the highest standards of ethics and integrity in close collaboration with the EUI Ethics Committee;
- e) prepares and implements the work of the Research Council;
- f) drafts an annual report on the research performed at the EUI that includes an appropriate set of indicators.

3. Role of the Dean of Postdoctoral Studies

The Dean of Postdoctoral Studies is responsible for leading the Max Weber Programme.

¹⁵ HIGH COUNCIL DECISION N. 4/2018 of 7 December 2018 and HIGH COUNCIL DECISION N. 3/2021 of 23 June 2021.

In agreement with the President, the Dean of Postdoctoral Studies:

- a) establishes the Max Weber Programme's overall strategic direction;
- b) leads its academic and administrative management structures;
- c) ensures its sound financial management;
- d) supervises training in Academic Practice and encourages interdisciplinary research;
- e) is responsible for its seamless integration into the strategic activities of the EUI and for maintaining active links with all departments and with the doctoral programme;
- f) drafts an annual report on the Max Weber Programme that includes an appropriate set of indicators.

4. Role of the Dean of Graduate Studies

The Dean of Graduate Studies is responsible for steering and coordinating the structured graduate programme in the departments.

In agreement with the President, the Dean of Graduate Studies:

- a) coordinates teaching/supervision activities in close consultation with the departments;
- b) is a reference point for doctoral researchers for all problems related to their studies in coordination with the Directors of Studies in the departments;
- c) liaises with the departments for all academic matters related to teaching and supervision;
- d) chairs the Entrance Board and the Doctoral Programme Committee;
- e) drafts an annual report on doctoral studies at the EUI that includes an appropriate set of indicators.

5. Role of the Dean for Equality, Diversity, and Inclusiveness

The Dean for Equality, Diversity, and Inclusiveness supports the President by proposing and implementing the Equality, Diversity, and Inclusiveness policies of the EUI.

- a) identifies and promotes opportunities for improving equality diversity and inclusiveness at the EUI;
- b) oversees the implementation and the monitoring of related policies;
- c) chairs, co-chairs, or participates in the relevant working groups and committees;
- d) supports all units and services in improving their related practices;
- e) drafts an annual report on equality, diversity and inclusiveness at the EUI that includes an appropriate set of indicators.

6. Nomination modes of Deans

The President selects, after consultation of the Executive Committee, the Dean for Equality, Diversity, and Inclusiveness, the Dean of External Relations and the Dean of Research from the EUI's full-time contract holders for a period of up to three years, renewable.

The President, after consultation of the Academic Council, selects the Dean of Postdoctoral Studies and the Dean of Graduate Studies from the EUI's full-time contract holders for a period of up to three years, renewable.

No contract holder can be nominated for more than one position of Dean at the same time.

7. Substitution of the President

The Deans may substitute the President at the latter's request, pursuant to applicable regulations, in matters related to the academic functioning of the EUI, including in the Selection Boards and in the Renewal Committees.

8. Contract Extensions and Cancellation of the Status of Deans

For each year acting as Dean, full-time contract holders shall be allowed a year's extension to their full-time contract beyond the maximum period of service set by Annex IV, Article I, of the Conditions of Employment. In no case can the duration of their contract exceed an overall total of twelve years.

All Deans report to the President.

The President can cancel the status of Dean after consultation with the Executive Committee by motivated decision after having given the person concerned the opportunity to present observations. Benefits based on the status of Dean end at the date of effect of the decision.

9. Incompatibilities

The roles of Deans and that of Head of Department shall be incompatible for any given period. Deans cannot be seconded inside or outside the EUI.

10. Executive Committee

The Deans participate in the Executive Committee.

Article 29b¹⁶

1. The Director of Studies shall act as a point of reference within the academic departments for researchers with problems with any academic, administrative or supervisory issues which cannot be solved by the supervisor or the departmental assistants.

The Director of Studies shall:

- coordinate matters related to the course of study, including issues of supervision, seminar attendance, admission to successive years, fulfilment of requirements such as term papers;

¹⁶ HIGH COUNCIL DECISION N. 1/2015 of 6 February 2015 and HIGH COUNCIL DECISION N. 3/2021 of 23 June 2021.

- coordinate teaching/supervision activities in consultation with the departments;
 - represent the academic departments on the Admissions Committee, Doctoral Programme Committee and the Assessment Committee (for professors' contract renewals).
2. The Director of Studies, chosen among the members of the academic staff in a department, is nominated by the Department for a period of up to three years, renewable.
 3. For the third year acting as Director of Studies, a contract holder shall receive in accordance with his choice and request one of the following:
 - a) either a monthly allowance equal to 5% of the basic monthly salary, or
 - b) a one-year extension of the full-time professorial contract beyond the maximum period of service, but with respect to the 12 year limit.
 4. Due to their short professional experience, assistant professors shall not be eligible for nomination as Director of Studies.

Article 29c

Director of Research

1. Where a member of the teaching staff devotes considerable effort to developing and managing large externally funded research programmes, he or she may make a request to the President and the Executive Committee to be appointed as a Director of Research.

The Head of Department and the Dean of Graduate Studies will provide a report on the candidate's pedagogical activities to the Executive Committee.

2. Directors of Research shall be appointed by the Academic Council for a period of two years on a joint proposal by the President and the Executive Committee. In accordance with the same procedure, the appointment may be renewed on one or more occasions.
3. During the first year acting as Director of Research, a contract holder shall receive a monthly allowance equal to 5% of his or her basic monthly salary.

For the second or subsequent years acting as Director of Research, a contract holder shall at his or her choice and request be entitled to:

- a) either a monthly allowance equal to 5% of his or her basic monthly salary,
 - b) or a one-year extension of the full-time professorial contract up to the maximum period of service set by paragraph 4.
4. The application of paragraph 3 cannot lead to a professorial contract exceeding 12 years.

Article 30

1. In accordance with Annex VII, Article 1, of these Conditions of Employment, family allowances shall comprise:

- a) household allowance;
- b) dependent child allowance;

- c) education allowance.
2. Contract holders in receipt of the family allowances specified in this Article shall declare allowances of a like nature paid from other sources; such latter allowances shall be deducted from those paid under Articles 1, 2 and 3 of Annex VII.
 3. The dependent child allowance may be doubled by special reasoned decision of the President based on medical documents establishing that the child concerned has a disability or long-term illness which involves the contract holder in heavy expenditure.
 4. Where, by virtue of Articles 1, 2 and 3 of Annex VII, such family allowances are paid to a person other than the contract holder, these allowances shall be paid in the currency of the country in which that person is resident, calculated where applicable on the basis of the exchange rates used in implementing the general budget of the European Union. They shall be subject to the weighting for the country in question if it is inside the European Union, or to a weighting equal to 100 if the country of residence is outside the European Union.
- Paragraphs 2 and 3 shall apply where family allowances are paid to such a person.

Article 31

1. On the birth of a child to a contract holder the person who has actual care of the child shall receive a grant of EUR198,31.
The same grant shall be paid to a contract holder who adopts a child who is less than five years of age and is a dependant within the meaning of Article 2 (2) of Annex VII.
2. This grant shall also be payable in the event of termination of pregnancy after not less than seven months.
3. The recipient of a grant on the birth of a child shall declare any grants of the same nature received from other sources for the same child; such grants shall be deducted from the grant provided for above. Where both parents are employed by the Institute, the grant shall be paid once only.

Article 32

The expatriation allowance shall be equal to 16% of the total basic salary, household and dependent child allowance to which the contract holder is entitled. The expatriation allowance shall not be less than EUR509,43 per month.

Article 33

1. In the event of a contract holder's death, the surviving spouse or dependent children shall receive the deceased's full remuneration until the end of the third month after the month in which the death occurred, irrespective of the duration of the contract.
In the event of the death of a person entitled to an invalidity pension, the above provisions shall apply in respect of the deceased's invalidity pension.
2. In the event of the death of a contract holder, a contract holder's spouse or dependent child, or any other dependent person within the meaning of Article 2 of Annex VII who lived as part of the contract holder's household, the Institute shall reimburse the costs involved in transporting the body from the contract holder's place of employment to his place of origin.
However, in the event of a contract holder's death during a mission, the Institute shall bear the costs involved in transporting the body from the place where death occurs to the contract holder's place of origin.

Article 34

A contract holder shall be entitled as provided in Annex VII, section 3, to reimbursement of expenses incurred by him on taking up appointment or leaving the service, and also to reimbursement of expenses incurred by him in the course of or in connection with the performance of his duties.

CHAPTER 8

Social security benefits

General provisions

Article 35

1. The Institute shall, as provided in this Chapter, insure contract holders against risk of sickness, maternity, accidents, invalidity, death, old age and severance. The Institute's liability shall be limited by the options selected under paragraph 2.
2. Upon signing the first contract, a contract holder shall opt in writing for either,
 - a) the Institute's social security scheme, covered by Articles 36 to 46, or,
 - b) subject to Article 47, a national security scheme, other equivalent scheme or private insurance.

This option may relate to one or more of the risks covered by Articles 36 to 46; risks excluded by such an option shall be covered by the Institute's social security scheme.

Changes in option during service at the Institute may be permitted only by decision of the President, in agreement with the President of the High Council, in duly justified exceptional cases.

A. Institute scheme

Article 36¹⁷

Sickness, Maternity

1. An employee, his spouse, where such a spouse is not eligible for benefits of the same nature and of the same level in virtue of any other legal provisions or regulations, his children and other dependants within the meaning of Article 2 of Annex VII are insured against sickness up to 80% of the expenditure incurred, on the basis of the regulations drawn up by agreement among the European Union Institutions in accordance with Article 72(1) of the Staff Regulations of Officials of the European Union, applicable by analogy. This rate shall be increased to 85% for the following services: consultations and visits, surgical operations, hospitalization, pharmaceutical products, radiology, analyses, laboratory tests and prostheses on medical prescription with the exception of dental prostheses. It shall be increased to 100% in cases of tuberculosis, poliomyelitis, cancer, mental illness and other illness recognized by the President as of comparable seriousness, and for early detection screening and in case of confinement.

¹⁷ HIGH COUNCIL DECISION N. 8/2015 of 4 December 2015.

However, reimbursement at 100% shall not apply in the case of occupational disease or accident having given rise to the application of Article 37.

The unmarried partner of a member of the Teaching Staff shall be treated as the spouse under the sickness insurance scheme, where the first three conditions in Article 1(2)(c) of Annex VII are met.

2. For the purposes of the insurance mentioned in paragraph 1, the Institute may insure contract holders with an existing insurance scheme by concluding an agreement with those responsible for the scheme.

3. In the event of the insurance mentioned in paragraph 2 not being possible, the High Council shall take the necessary steps to provide cover against the risks listed in paragraph 1.

4. One third of the contribution required to meet such insurance cover shall be charged to the contract holder but so that the amount charged to his shall not exceed 2% of his basic salary.

5. A contract holder who provides evidence that he cannot be covered by any other public scheme of sickness insurance shall continue to be insured against sickness for a maximum of two months after the expiry of his contract or for the period during which he is suffering from a serious or protracted illness which he contracted before the expiry of his contract.

The contribution referred to in the previous paragraph shall be calculated by reference to the last basic salary received by the contract holder, half the contribution being borne by him.

6. Where the ex-spouse of a contract holder, a child who ceases to be a contract holder's dependant, or a person who ceases to be treated as a dependent child within the meaning of Article 2 of Annex VII to these Conditions of Employment, can provide evidence that he or she is not in gainful employment, he or she may continue for a maximum of one year to be insured against sickness as provided for in paragraph 1, in his or her capacity as insured person covered under that contract holder's insurance; this cover shall not give rise to the levy of a contribution. The one-year period shall commence on the date of the decree absolute of divorce or of the loss of status of dependent child or of person treated as a dependent child.

7. Where the total expenditure not reimbursed for any period of 12 months exceeds half the staff member's basic monthly salary or invalidity pension, special reimbursement shall be allowed by the Appointing Authority, account being taken of the family circumstances of the person concerned, in the manner provided for in the rules referred to in paragraph 1.

8. Persons entitled to the foregoing benefits shall declare the amount of any reimbursements paid or which they can claim under any other sickness insurance scheme provided for by law or regulation for themselves or for persons covered by their insurance.

Where the total which they would receive by way of reimbursement exceeds the sum of the reimbursements provided for in paragraph 1, the difference shall be deducted from the amount to be reimbursed pursuant to paragraph 1 with the exception of reimbursements obtained under a private supplementary sickness insurance scheme covering that part of the expenditure which is not reimbursable by the sickness insurance scheme of the Institute.

Article 37

Accident and occupational disease

1. A contract holder shall be insured, from the date of his entering the service, against the risks of accident and occupational disease, on similar terms to those laid down by the regulation drawn up by common agreement among the appointing authorities of the Institutions of the European Union provided for in Article 73(1) of the Staff Regulations of Officials of the

European Union. He shall contribute to the cost of insuring against non-occupational risks up to 0.5% of his basic salary.

2. The benefits payable shall be as follows:

a) In the event of death:

Payment to the persons listed below of a lump sum equal to five times the annual basic salary of the deceased calculated by reference to the monthly amounts of salary received during the twelve months before the accident:

- to the deceased contract holder's spouse and children in accordance with the law of succession governing the contract holder's estate; the amount payable to the spouse shall not, however, be less than 25% of the lump sum;
- where there are no persons of the category above, to the other descendants in accordance with the law of succession governing the contract holder's estate;
- where there are no persons of either of the two categories above, to the relatives in the ascending line in accordance with the law of succession governing the contract holder's estate;
- where there are no persons of any of the three categories above, to the Institute;

b) In the event of total permanent invalidity:

Payment to the contract holder of a lump sum equal to eight times his annual basic salary calculated on the basis of the monthly amounts of salary received during the twelve months before the accident;

c) In the event of partial permanent invalidity:

Payment to the contract holder of a proportion of the sum provided for in subparagraph b), calculated by reference to the scale laid down in the rules referred to in paragraph 1.

As provided for in these rules an annuity may be substituted for the payments provided for above.

The benefits listed above may be paid in addition to the benefits provided for in Article 38.

3. The following shall also be covered in the manner provided for in the rules referred to in paragraph 1: medical, pharmaceutical, hospital, surgical, prostheses, radiography, massage, orthopaedic, clinical and transport expenses and any other similar expenditure necessarily incurred as a result of the accident or occupational disease.

Reimbursement shall, however, only be made where the amount paid to the contract holder under Article 36 or where appropriate Article 44 does not fully cover the expenditure incurred.

Article 38

Invalidity, Death

Contract holders shall be insured in accordance with the following provisions against the risk of death or invalidity occurring during their employment.

The payments and benefits provided for in this section shall be suspended if the remuneration which a contract holder receives in respect of his employment is suspended pursuant to these Conditions of Employment.

However, the payments and benefits provided for in this section may be maintained for contract holders who, pursuant to Article 4a, are on personal leave, provided that:

- application be made not later than one month before the start of the personal leave;

- the contract holder pay monthly a contribution at the rate provided for in Article 44(c), calculated on the basis of the contract holder's last basic salary.

Article 39

Invalidity Pension

1. Subject to Article 1 (1) of Annex VIII of these Conditions, a contract holder held to be suffering from total invalidity who is obliged for that reason to leave the service of the Institute shall be entitled to an invalidity pension, the amount of which shall be determined as follows:

- where the invalidity arises from an accident in the course of or in connection with the performance of his duties, from an occupational disease, from a public-spirited act or from risking his life to save another human being, the invalidity pension shall be 70% of the last basic salary of the contract holder;

- where the invalidity is due to some other cause, the invalidity pension, calculated by reference to the last basic salary of the contract holder, shall be equal to 2% for each year between the date of his entering the service and the date on which he reaches the age of 65 years; this rate shall be increased by an amount equal to 25 % of the retirement pension rights acquired in the Institute's service at the age of 60 by an employee recruited at the same age having the same basic salary, but so that the total shall not exceed 70% of his last basic salary.

The invalidity pension shall not be less than 120% of the minimum subsistence figure defined in Article 6 of Annex VIII to the Staff Regulations.

In the case of invalidity deliberately brought about by the contract holder, the President may decide that the contract holder will receive only the grant provided for in Article 45.

The second paragraph of Article 42 shall apply to a contract holder entitled to an invalidity pension.

1a. Persons in receipt of an invalidity pension may not engage in gainful employment without the prior authorization of the Appointing Authority. Any income from such gainful employment which, in combination with the invalidity pension, exceeds the final total remuneration received while in active service as determined on the basis of the salary scale in force on the first day of the month in which the pension is to be paid shall be deducted from the invalidity pension.

The recipient of the pension shall be required to provide on request any written proof which may be requested and to notify any factor that may affect entitlement to the pension.

2. Invalidity shall be established by the Medical Committee provided for in Article 49.

3. Entitlement to an invalidity pension shall begin on the first day of the calendar month after it has been confirmed that the contract holder is incapable of performing his duties.

4. The President may at any time require proof that the recipient of an invalidity pension still fulfils the conditions for payments of that pension.

If the Medical Committee finds that those conditions are no longer fulfilled, it shall inform the President, who shall decide that entitlement to pension shall cease.

If it so finds:

- during the envisaged period of the contract, the contract holder shall be entitled to pension until the end of the contract;
- after the end of the envisaged period of the contract, contractual relations between the Institute and the person concerned shall be considered as terminated.

Article 40

The persons entitled under a deceased contract holder, shall be entitled as defined in Chapter 4 of Annex VIII, to the survivor's pension as provided in Articles 41 to 44 of these Conditions of Employment.

Article 41

The right to receive payment of pension shall apply from the first day of the month following that in which death occurred or, where applicable, on the first day of the month following the period during which the deceased contract holder's surviving spouse, orphans or dependants received their emoluments under Article 33.

Article 42

The surviving spouse of a contract holder shall be entitled to survivor's pension as provided in chapter 4 of Annex VIII of these Conditions. The pension shall be equal to 35% of the last basic monthly salary received by the contract holder; it shall not be less than the minimum subsistence figure defined in Article 6 of Annex VIII to the Staff Regulations.

This amount shall not be less than 42% of the last basic salary received by the contract holder where death is due to one of the circumstances set out in Article 39 (1), first indent.

A person entitled to a survivor's pension shall be entitled, under the conditions laid down in Annex VII, section 1, to the family allowances specified in Article 30. However, the dependent child allowance shall be equal to twice the amount of the allowance provided for in Article 30 (1) (b).

Article 43

Where a contract holder or person entitled to an invalidity pension dies leaving no spouse entitled to a survivor's pension, the children dependent on the deceased within the meaning of Article 2 of Annex VII at the time of his death shall be entitled to an orphan's pension in accordance with Article 21 of Annex VIII.

The same entitlement shall apply to children who fulfil the foregoing conditions in the event of death or remarriage of a spouse in receipt of a survivor's pension.

Where a contract holder or person entitled to an invalidity pension dies but the conditions set out in the first paragraph are not satisfied, the dependent children within the meaning of Article 2 of Annex VII shall be entitled to orphans' pension in accordance with Article 21 of Annex VIII; the pension shall, however, be equal to half the pension calculated in accordance with that Article.

For persons treated as dependent children within the meaning of Article 2(4) of Annex VII, the orphan's pension may not exceed an amount equal to twice the dependent child allowance.

Where a child has been adopted, the death of the natural parent who has been replaced by the adoptive parent shall not give rise to payment of an orphan's pension.

Orphans shall be entitled to an education allowance in accordance with Article 3 of Annex VII of these Conditions of Employment.

Persons in receipt of an orphan's pension may not receive more than one such pension under the Institute's pension scheme. Where a surviving child has entitlement to more than one such pension, he shall receive the pension providing the higher or highest amount.

Article 44

In the case of divorce or where there is more than one category of survivor who is qualified to claim a survivor's pension, such pension shall be apportioned in the manner provided in Annex VIII, Chapter 4.

Article 44a

1. Notwithstanding any other provisions, notably those concerning the minimum amounts payable to persons entitled to a survivor's pension, the total amount payable by way of survivor's pension plus family allowances less an amount corresponding to tax as calculated by the rules in Title II of the Common Provisions applicable to Teaching and Administrative Staff and other compulsory deductions to the surviving spouse and other entitled persons may not exceed the following:

a) in the event of the death of a contract holder, the amount of the remuneration which the contract holder would have received in the same grade and step if he had still been in the service, plus any family allowances received by him in that case and less an amount corresponding to tax as calculated as calculated by the rules indicated above and other compulsory deductions;

b) in the event of the death of a former contract holder entitled to an invalidity pension, the amount of the pension to which he would have been entitled, had he been alive, subject to the allowances and deductions referred to in a).

2. For the purposes of paragraph 1, weightings shall be disregarded, which could affect the various amounts in question.

3. The maximum amount as defined in subparagraphs a) and b) of paragraph 1 shall be apportioned among the persons entitled to a survivor's pension in proportion to their respective entitlements, paragraph 1 being disregarded for this purpose.

Article 45 of Annex VIII shall apply to the amounts resulting from this apportionment

Article 44b

1. No correction coefficient shall be applicable to invalidity or survivor's pensions. Invalidity or survivor's pensions rights acquired before 1 January 2015 shall be weighted as provided in Article 26.

2. Where the President, applying Article 26 paragraph 1, decides a remuneration update, the same update shall be applied to existing pensions.

Article 44c

1. Contract holders shall contribute one-third of the cost of covering the risks provided for in Articles 38 to 44. The contribution shall be 0,75% of the contract holder's basic salary.

2. Should an actuarial assessment, carried out by one or more qualified experts at the request of the High Council, show the contributions of contract holders to be insufficient to finance one-third of the benefits payable under Articles 38 to 44, the High Council shall determine what changes are to be made to the rates of contributions.

Article 45

Old age, Severance

1. Contract holders shall be entitled to an Institute's contribution to their old age social security compliant with adequate standards and dependent on the duration of their service. It shall be payable as severance grant when the contract holder leaves the service.
2. Contract holders shall contribute one-third of the cost of the Institute's contribution. The contribution of the contract holder shall be 9.5 % of his basic salary and be deducted monthly from the salary.
3. This Article shall not apply if the contract holder is in receipt of invalidity pension pursuant to Article 39.

Article 46

The severance grant shall be calculated as follows:

1. The aggregate of the deductions from his basic salary in respect of Article 45 (2), plus compound interest at the rate of 3.1% per annum. This rate shall be revised in accordance with Article 3 of Annex XII to the Staff Regulations applicable to permanent staff members of the Institute.
2. A sum equal to twice the amounts stated in Article 45 (2) during the period of employment. Periods covered by Article 38, third subparagraph, second indent, shall not be taken into account in calculating payments in accordance with this paragraph.
3. Should an actuarial assessment, carried out by one or more qualified experts at the request of the High Council, show the severance grant to be insufficient to comply with the standards mentioned in Article 45 (1), the High Council shall determine what changes are to be made to the rates of contributions of the Institute and contract holders.
4. A contract holder appointed as permanent staff member or other servant of the Institute shall not be entitled to the payments provided for in this article.

The period of service as contract holder shall be taken into account in calculating years of pensionable service on the terms set out in Annex VIII to the Staff Regulations applicable to permanent staff members of the Institute.

Article 46a

Should a contract holder not have been a member of a social security scheme before employment at the Institute, the Institute shall, at his request, make, when he leaves the service, the payments necessary to constitute pension entitlements for his in a pension or insurance scheme corresponding to the actual duration of his stay at the Institute. These payments may not exceed the gross amount resulting from application of Article 45.

This Article shall not be applied if a contract holder receives an invalidity pension according to Article 39.

B. Social security external to the institute

Article 47

Should the contract holder opt pursuant to Article 35 (2) (b) for a social security scheme other than the Institute's, the following rules shall apply:

1. If the option relates to the risks of sickness and maternity, Article 36 shall not apply to contract holder, spouse, children or other dependants; in such a case, the contributions will be borne by the Institute subject to the maximum amount of the employer's contributions implicit in Article 36(4) and based on this contract holder's basic salary.
2. If the option relates to the risks of accidents and occupational disease, Article 37 shall not apply to the contract holder nor to those entitled under Article 37(2); in that case, the contributions will be borne by the Institute subject to the maximum cost determined by application of Article 37.
3. If the option relates to the risks of invalidity, death and old age, Articles 38 to 46 shall not apply to the contract holder nor to those entitled under him. In this case, the Institute shall, up to the limit of its contribution resulting from the application of 44 c (1) and 45 (2), pay:
 - either the contributions, where the contract holder maintains membership in a contributory national security scheme;
 - or the contribution to any other social security scheme;
 - or the premiums due for private insurance.
4. If the option relates to all risks covered by Articles 36 to 46, these Articles shall not apply to the contract holder, nor spouse, nor children, nor other dependants, nor those entitled under him; in this case, the provisions relating to payments to be made by the Institute specified under (1), (2), and (3) above shall apply.

Article 47a

Payments of the benefits provided for in Articles 38 to 47 shall be a charge on the Institute's budget. The Contracting States shall collectively guarantee payments of these benefits according to the scale set for financing contributions to the Institute.

Article 48

Aid

Gifts, loans or advances may be made by the President to a contract holder, or to those entitled under him in the case of a deceased contract holder, who are in a particularly difficult position as a result *inter alia* of serious or protracted illness or by reason of a disability or family circumstances.

Article 49

Medical examination

1. The Medical Committee shall be composed of three doctors appointed respectively:
 - by the Institute;
 - by the person concerned;
 - by agreement between the first two doctors.

Should the person concerned fail to appoint a doctor, the Chair of the judicial body for settling disputes between the Institute and its staff shall appoint one.

In the event of failure to agree on the appointment of a third doctor within two months of the appointment of the second doctor, the third shall be appointed by the Chair of the judicial body for settling disputes between the Institute and its staff at the request of one of the parties concerned.

2. Expenses incurred in connection with the work of the Medical Committee shall be borne by the Institute.

Where the doctor appointed by the person concerned resides outside Florence, the person concerned shall bear the cost of the additional fees entailed.

3. The person concerned may submit to the Medical Committee any reports or certificates from his regular doctor or from any other medical practitioners he may have consulted.

The Medical Committee's conclusions shall be communicated to the President and to the person concerned.

The proceedings of the Medical Committee shall be secret.

CHAPTER 9

General and transitional provisions

Article 50

Recovery of overpayments

Any sum overpaid shall be recovered if the recipient was aware that there was no due reason for the payment or if the fact of the overpayment was patently such that he could not have been unaware of it.

The request for recovery must be made no later than five years from the date on which the sum was paid. Where the Appointing Authority is able to establish that the recipient deliberately misled the administration with a view to obtaining the sum concerned, the request for recovery shall not be invalidated even if this period has elapsed.

Article 51

Salaries, allowances, contributions and benefits paid under these Conditions of Employment shall be charged to the budget of the Institute. The Contracting States shall jointly and severally guarantee payment of such amounts in accordance with the scale laid down for financing such expenditure.

CHAPTER 9a

Subrogation in favour of the institute

Article 51a

1. Where the death, accidental injury or sickness of a person covered by these Conditions of Employment is caused by a third party, the Institute shall, in respect of the obligations incumbent upon it under these Conditions of Employment, consequent upon the event causing such death, injury or sickness, stand subrogated to the rights, including rights of action, of the victim or of those entitled under him against the third party.

2. The subrogation provided for in paragraph 1 shall extend *inter alia* to the following:

- continued payment of remuneration in accordance with Article 24 to the contract holder during the period when he is temporarily unfit to work;

- payments effected in accordance with Article 33 following the death of a contract holder;
 - payments made under Articles 36 and 37 and their implementing rules, relating to insurance against sickness and accident;
 - payments of the costs involved in transporting the body, as referred to in Article 33;
 - supplementary family allowances paid in accordance with Article 30(3) and Article 2(3) and (5) of Annex VII in respect of a dependent child suffering from serious illness, infirmity or handicap;
 - invalidity pensions paid in the event of accident or sickness resulting in permanent invalidity preventing the contract holder from performing his duties;
 - survivor's pension paid in the event of the death of a contract holder or former contract holder or the death of the spouse of a contract holder or former contract holder entitled to an invalidity pension, where the spouse is not a contract holder;
 - orphan's pension paid regardless of age to the child of a contract holder or former contract holder where that child is prevented by serious illness, infirmity or handicap from earning a livelihood after the death of the person on whom he was dependent.
3. However, the Institute shall not be subrogated to right of compensation in respect of purely personal damage such as non-material injury, damages for pain and suffering or compensation for disfigurement and loss of amenity over and above the allowance granted for those headings under Article 37.
4. The provisions of paragraphs 1, 2 and 3 may not be a bar to direct action by the Institute.

CHAPTER 9b¹⁸

DISCIPLINARY MEASURES

Article 51b¹⁹

1. Any failure by contract holders to comply with their obligations under these provisions, whether intentionally or by negligence, shall make them liable to disciplinary procedures.
2. When the President has evidence of failure to comply with the contract holders' obligations, administrative inquiries may be launched. Where the Appointing Authority becomes aware of evidence of failure within the meaning of paragraph 1, he may launch formal inquiries to verify whether such failure has occurred.
3. The Appointing Authority shall adopt implementing provisions regarding disciplinary proceedings and administrative inquiries.
4. Article 51b is applicable to all full-time teaching staff subject to these Conditions of Employment.

¹⁸ HIGH COUNCIL DECISION N. 5/2020 of 30 June 2020.

¹⁹ *Idem*.

PART III
PART-TIME PROFESSORS AND PART-TIME ASSISTANT PROFESSORS²⁰

CHAPTER 10

Part-time professors and part-time assistant professors

Article 52

The holder of a part-time professors and part-time assistant professors contract, referred to as “part-time contract holder” in this part, shall be appointed by the Executive Committee in accordance with Article 9 of the Convention and the rules governing the activities of the Institute provided for in Article 6(5) (a) of the Convention.

Article 52a

The minimum duration of a single-period part-time contract shall be one month.

Article 53

The part-time contract of employment shall be signed by the President and the part-time contract holder concerned. The contract shall indicate the following:

- that the person concerned is a part-time contract holder;
- the type of post and tasks entrusted to the part-time contract holder;
- the start and end dates of the employment contract;
- the grade of the part-time contract holder and the percentage time worked in the month, expressed in thirtieths;
- the place of work of the part-time contract holder;
- that the part-time contract holder enjoys the rights guaranteed by these Conditions of Employment, and by the Convention and by any provisions adopted pursuant to it, and that he shall comply with the obligations deriving from all these provisions;
- specific obligations and any other special conditions.

Article 54

1. The part-time contract of employment shall specify one of the grades given in the Table set out in Article 28 (2) (a) and (b) as the basis for calculating the remuneration of the part-time contract holder. Such remuneration, calculated per diem, shall be equal to one-thirtieth of this amount.

The remuneration shall be paid from the first to the last day of the contract of the part-time contract holder. It shall be expressed in Euros.

2. The part-time contract holder may not waive his entitlement to remuneration.
3. Article 26 shall apply to the remuneration of a part-time contract holder.
4. The provisions of Article 28a shall apply *mutatis mutandis*.

²⁰ HIGH COUNCIL DECISION N. 2/2021 of 23 June 2021.

Article 55

A part-time contract holder with a contract of at least fifteen thirtieths and with place of work in Florence shall be entitled to reimbursement of travelling expenses between the place whence he was recruited and Florence.

Reimbursement of travelling expenses for journeys is to be authorised by a mission order, in accordance with Articles 11, 12 and 13 of Annex VII.

Article 56

1. The part-time contract holder shall be insured by the Institute against accidents which may arise while travelling and during his stay in Florence
2. Where the death or accidental injury of a part-time contract holder is caused by a third party, the Institute shall, in respect of the obligations under these Conditions consequent upon the events causing such death or injury, stand subrogated to the rights, including rights of action, of the victim or of those entitled under him against the third party.

However, the Institute shall not be subrogated to the rights of compensation in respect of purely personal damage such as non-material injury, damages for pain and suffering or compensation for disfigurement and loss of amenity over and above the allowance granted for those headings under the foregoing paragraph.

3. The provisions of paragraph 2 may not be a bar to direct action by the Institute.
4. Exceptional coverage by the EUI's contracted health insurance will be granted to part-time contract holders on an individual basis, if no health insurance is fully or partially provided by a national or other equivalent health insurance system. In such cases, the medical certificate required under Article 8 is to be supplied either by the Institute's medical officer or by a medical practitioner chosen by the part-time contract holder.

Article 57

The following provisions of these Conditions of Employment shall also apply to part-time contract holders:

- Chapter 2: Article 2, 2a on the rights and obligations;
- Chapter 3: All Articles on privileges, immunities and protection;
- Chapter 4: Articles 14 and 15 on conditions of employment;
- Chapter 5: All Articles on cancellation of the contract;
- Chapter 9: All Articles on general and transitional provisions;
- Chapter 9b: Sole Article on disciplinary measures.

Article 58

In addition to the provisions of Article 57, the following provisions shall also apply to part-time contract holders recruited for a continuous period of at least two months during which they are doing full-time work and are no longer in receipt of remuneration and allowances from their institution(s) of origin:

- Chapter 7: Articles 30 on family allowances and 32 on expatriation allowance;
- Chapter 8: Article 47(3) first and second hyphens, at the request of the contract holder's institution of origin.

PART IV

RESEARCH FELLOWS AND ACADEMIC ASSISTANTS AND COLLABORATORS

CHAPTER 11

Research fellows

Article 59

Within the meaning of this Chapter, research fellows and senior research fellows shall be contract holders employed on the basis of a non-permanent contract, within the limits specified in Article 61, to perform duties at a high academic level.

The specific provisions, and provisions of these Conditions of Employment or of the Common Provisions for Teaching Staff and Administrative Staff, applying to research fellows shall be as defined in this Chapter.

Article 60

1. Research fellows shall be engaged by the President on a fixed-period contract. The contract of engagement shall be signed by the President and the contract holder. It must indicate that his appointment is as research fellow or senior research fellow, and the tasks entrusted to his within the academic activity.
2. The main duty of a research fellow shall be to carry out research work in an independent manner; to this end he should have a doctorate.

Article 61²¹

1. Research fellows shall be appointed on a proposal from the head of the academic unit (Department or Centre) originating the research project, in accordance with Article 9 of the Convention and the rules governing the activities of the Institute provided for in Article 6 (5)(a) of the Convention.
2. The duration of a research fellow's initial contract may not exceed three years.
3. A research fellow whose contract is concluded for a duration of at least one year shall serve a nine-month probationary period. The modalities of Article 84 of the Conditions of Employment of Other Servants of the European University Institute shall apply. Article 58 of the Staff Regulations should be understood to refer to 23 of the Conditions of Employment of the Teaching Staff and the Joint Reports Committee to a similar consultative committee as the one provided for administrative staff whose composition will be defined by the President.
4. The cumulative period for which a research fellow may be in the Institute's service shall not exceed five years.

²¹ HIGH COUNCIL DECISION N. 8/2015 of 4 December 2015.

5. Former holders of research fellow contracts, who have already completed five years of contract, are eligible for a post similar to the one occupied only after a minimum period of three years from the end of their most recent appointment at the Institute.

Article 62²²

The contract of engagement must indicate:

- engagement as research fellow,
- the contract holder's duties,
- basic salary; where this salary is one of those in the first line of Article 28(2)(c), the person concerned shall be entitled to be called "senior research fellow",
- date of commencement, probationary period (if applicable) and end of employment,
- the percentage time worked in the month, expressed in thirtieths, thirty thirtieths being equivalent to full-time working in the month concerned,
- the duration of the academic activity being contributed to,
- the contract holder's place of recruitment,
- that the contract holder enjoys the rights guaranteed by these Conditions of Employment and by the Convention and by any provisions adopted pursuant to it, and undertakes to comply with the obligations deriving from all these provisions,
- special obligations and any other special conditions,
- flexible arrangement concerning the submission of the medical certificate required under Article 8 specifying that this can be supplied either by the Institute's medical officer or by a medical practitioner chosen by the candidate in his country of origin and approved by the Institute,
- information regarding social security risks not covered by the Institute.

Article 62a²³

The normal working hours of research fellows shall range from 40 to 42 hours, the hours of the working day to be determined by the President. The President may introduce flexible working arrangements.

Article 62b²⁴

1. Research Fellows shall be entitled to annual leave of two working days per complete month of service (i.e. twenty-four working days per full calendar year).

A Research Fellow may exceptionally, on application, be granted special leave, on conditions similar to those laid down in Annex V, section 2, of the Staff Regulations applicable to Permanent Staff Members of the Institute, pursuant to Article 70.

²² HIGH COUNCIL DECISION N. 8/2015 of 4 December 2015.

²³ *Idem.*

²⁴ HIGH COUNCIL DECISION N. 5/2020 of 30 June 2020.

Article 23a and 23b of Chapter 6 regarding parental or family leave shall apply *mutatis mutandis* to Research Fellows holding an initial contract of at least twelve months of full-time service (thirty thirtieths) pursuant to Article 70.

When the renewal of the contract of a Research Fellow leads to extending his full-time service beyond twelve months, the provisions in the above paragraph shall apply as of the 13th month.

During parental or family leave, Research Fellow's membership of the social security scheme shall continue; the acquisition of termination of service allowance, dependent child allowance and education allowance shall be maintained. Research Fellows shall retain their posts. The leave cannot extend beyond the end of the Research Fellow's contract.

Article 60 first indent as well as Articles 1, 3, the first paragraph of Article 4 and Article 5 of Annex V, section 1 (Annual Leave) to the Staff Regulations applicable to Permanent Staff Members of the Institute shall apply *mutatis mutandis* to Research Fellows.

The annual leave of a research fellow with a part time contract shall be reduced proportionally.

In this case a complete month of service will be expressed in thirtieths, thirty thirtieths being equivalent to full-time working in the month concerned and leave shall be calculated pro rata to the months worked.

Article 62^{c25}

A research fellow shall not be required to work overtime except in cases of urgency or exceptional pressure of work. When justified by the exigencies of the service and subject to the prior-authorisation of the Head of Department/Centre/Programme, a research fellow may exceptionally be required to work during the weekend or on a public holiday.

Overtime worked by research fellows in these exceptional cases during the weekend or on public holidays shall entitle them to compensatory leave but not to remuneration.

Article 63

1. The basic salary shall be determined by taking account of the contract holder's qualifications, experience and age and the scales shall be those set out in the Tables in Article 28.

Article 28(3) shall apply to the contract of engagement of the research fellow.

The research fellow's monthly salary shall be equal to this basic salary multiplied by the ratio between the number of thirtieths appearing in the contract and thirty.

Part-time work may not be less than half the normal working hours. A research fellow shall be entitled, during the period for which he is working part-time, to a percentage of his remuneration corresponding to the percentage of the normal time worked. However, the percentage shall not be applied to the dependent child allowance, the basic amount of the household allowance or the education allowance.

²⁵ HIGH COUNCIL DECISION N. 8/2015 of 4 December 2015.

2. Research fellows may not waive their entitlement to remuneration.
3. Articles 26, 27, and 28a shall apply to the remuneration of research fellows.

Article 64²⁶

A research fellow holding an initial contract stipulating at least twelve months of full-time service (thirty thirtieths) shall be entitled to receive family allowances as provided for in Articles 30 and 31 and the expatriation allowance as provided for in Article 32.

Research fellows in receipt of the family allowances specified in this Article shall declare allowances of a like nature paid from other sources (e.g. from part-time employment in another organisation); such latter allowances shall be deducted from those paid under the previously mentioned Articles 30 and 31.

The amount paid shall be established on the basis of the salary received by the holder as provided for in Article 63(1)(3).

When the renewal of the contract of a research fellow leads to extending his full-time period of service beyond twelve months, the provisions in the above subparagraphs shall apply to the person concerned beginning on the first month of service following that in which that threshold was reached.

Article 65

1. A research fellow holding an initial contract for at least twelve months full-time (thirty thirtieths) who furnishes evidence of having been obliged to change residence in order to comply with the residence obligation shall be entitled to an installation allowance equal to:

- one month's basic salary if entitled to the household allowance;
- half of one month's basic salary otherwise.

When the renewal of the contract of a research fellow leads to extending his full-time period of service beyond twelve months, the provisions in the above subparagraph shall apply to the person concerned. The basic salary taken into consideration shall be that for the month in which the threshold in question has been reached.

Article 5 of Annex VII shall apply *mutatis mutandis*, except for Article 5(1), first subparagraph.

2. A research fellow who provides evidence of a change of residence and has completed three years' full-time equivalent of service as such shall, as long as he is not entitled to a similar allowance in a new post, be entitled on leaving the service to a resettlement allowance equal to:

- one month's basic salary if entitled to the household allowance;
- half of one month's basic salary otherwise.

Article 6 of Annex VII shall apply *mutatis mutandis*, except for Article 6(1), first and third subparagraphs.

Article 66

Article 7 of Annex VII concerning travel expenses shall apply, except for Article 7(1), last subparagraph, saving only that travel costs connected with leaving the service shall, failing a

²⁶ HIGH COUNCIL DECISION N. 8/2015 of 4 December 2015.

special decision of the President taken at the request of the person concerned, be reimbursed from Florence to the place of recruitment.

Article 67

A research fellow travelling under mission order shall be entitled to the reimbursement of travel expenses and subsistence allowance on the terms set out in Articles 11, 12 and 13 of Annex VII.

Article 68

On leaving the service, a research fellow who has completed at least twelve months of full-time service shall be entitled to a termination-of-service payment proportional to the time of service actually performed, corresponding to 16.5% of the total monthly salary payments received pursuant to Article 63(1), third subparagraph.

Article 68a

1. Article 64 on family allowances and expatriation allowance and Article 68 on termination of service allowance shall apply *mutatis mutandis* to research fellows in part-time service.

2. Article 65(1) on installation allowance shall apply *mutatis mutandis* to research fellows in part-time service. The basic salary taken into consideration shall be that of the first month of the contract in case the initial contract stipulates at least twelve months of service.

Article 69²⁷

Should a research fellow be remunerated by another organisation, he must declare this to the President.

Article 70

1. The following provisions of these Conditions of Employment shall also apply to research fellows:

- Chapter 2: Articles 2, 2a and 4
- Chapter 3: All Articles
- Chapter 4: Articles 14 and 15
- Chapter 5: All Articles
- Chapter 6: All Articles
- Chapter 8: Articles 36 and 37
- Chapter 9: All Articles
- Chapter 9a: Article 51a
- Chapter 9b: Article 51b
- Annex VII, section 4: All Articles

²⁷ HIGH COUNCIL DECISION N. 8/2015 of 4 December 2015.

2. The Common Provisions applicable to Teaching staff and Administrative Staff shall apply.

CHAPTER 12

Academic assistants

(Research Assistants, Teaching Assistants and Project Assistants)

Article 71

Within the meaning of this Chapter, academic assistants shall be contract holders employed on the basis of a non-permanent contract, within the limits specified in Article 73, to perform duties of general assistance in connection with an academic activity.

The specific provisions, and statutory provisions of these Conditions of Employment or of the Common Provisions applicable to teaching and Administrative Staff, applying to academic assistants shall be as defined in this Chapter.

Article 72

1. An academic assistant shall participate in research, teaching or organizational and logistical aspects of a project or academic activity. According to the duties assigned, an academic assistant shall be termed research assistant, teaching assistant or project assistant.
2. Academic assistants shall be engaged by the President on a fixed-period contract. The contract of engagement shall be signed by the President and the contract holder. It must indicate that his appointment is as academic assistant (specifying whether research assistant, teaching assistant or project assistant), and the tasks entrusted to him within the academic activity.

Article 73²⁸

1. Academic assistants shall be appointed on a proposal from the head of the academic unit (Department or Centre) originating the research project, in accordance with Article 9 of the Convention and the rules governing the activities of the Institute provided for in Article 6(5)(a) of the Convention.
2. An Institute researcher in a doctoral course appointed as academic assistant may occupy this position for a maximum of eighteen months only from the initial date of taking up the duties, as long as the thesis has not been defended.
3. An academic assistant whose contract is concluded for a duration of at least one year shall serve a nine-month probationary period. The modalities of Article 84 of the Conditions of Employment of Other Servants of the European University Institute shall apply. Article 58 of the Staff Regulations should be understood to refer to 23 of the Conditions of Employment of the Teaching Staff and the Joint Reports Committee to a similar consultative committee as the one provided for administrative staff, whose composition will be defined by the President.
4. The cumulative duration of an academic assistant's service shall not exceed five years.
5. Former holders of academic assistants contracts, who have already completed five years of contract, are eligible for a post similar to the one occupied only after a minimum period of three years from the end of their most recent appointment at the Institute.

²⁸ HIGH COUNCIL DECISION N. 8/2015 of 4 December 2015.

Article 74²⁹

The following shall apply *mutatis mutandis* to all academic assistants:

- Article 62 on the contract of engagement,
- Article 62a (regarding hours of work),
- Article 62b (regarding leave),
- Article 62c (regarding entitlement to compensatory leave),
- Article 63 on remuneration, except for the minimum working hours for part-time work set out in paragraph 1, fourth indent,
- Article 66 on travel costs on entering and leaving the service,
- Article 67 on reimbursement of mission costs,
- Article 69 on remuneration by another organisation,
- Article 70 making various provisions of these Conditions and the Common provisions applicable.

Article 74a

1. The following shall also apply *mutatis mutandis* to academic assistants who are not registered under the Doctoral Programme/LLM of the Institute:

- Article 64 on family allowances and expatriation allowance,
- Article 65 on installation allowance and resettlement allowance,
- Article 68 on termination of service allowance,
- Article 68a on entitlements applicable to part-time service

2. An academic assistant registered under the Doctoral Programme/LLM holding an initial contract stipulating at least twelve months of service is entitled to receive family allowances as provided for in Articles 30 and 31, on the condition that he is not being paid by an organization in his country of origin and that

- his doctoral grant is suspended

or

- if the doctoral grant is not suspended, the grant itself does not include family allowances of any kind or value.

The amount paid shall be established on the basis of the salary received by the holder as provided for in Article 63 (1) 3rd indent.

When the renewal of the contract of an academic assistant leads to extending his full-time period of service beyond twelve months, the provisions in the above subparagraphs shall apply to the person concerned beginning on the first month of service following that in which that threshold was reached.

²⁹ HIGH COUNCIL DECISION N. 8/2015 of 4 December 2015.

CHAPTER 13

Academic collaborators

Article 75

Within the meaning of this Chapter, academic collaborators shall be contract holders employed on the basis of a non-permanent contract, within the limits specified in Article 77, to perform duties in connection with an academic activity or academic support to the Library.

The specific provisions, and provisions of these Conditions of Employment or of the Common Provisions applicable to Teaching and Administrative Staff of the European University Institute, applying to academic collaborators shall be as defined in this Chapter.

Article 76

An academic collaborator shall be engaged by the President on a fixed-period contract. The contract must indicate that his appointment is as academic collaborator, and the tasks entrusted to him within the academic activity.

An academic collaborator shall supply assistance of a general nature to the person in charge of the activity he is assigned to.

Article 77

1. Academic collaborators shall be appointed by the person in charge of the activity, in agreement with the thesis supervisor. Where the person in charge is the thesis supervisor of the researcher concerned, agreement by the head of department shall be required, or by the Dean of Studies where the person in charge of the activity is also head of department.

2. An academic collaborator's contract duration shall be three consecutive months, at seven thirtieths working per month.

Only one contract may be allotted per academic year. Any new contract shall require a new appointment following the procedure in paragraph 1.

3. A first-year researcher may be appointed as academic collaborator only after admission to the second year of studies has been decided, and in order to enable performance of work to be done as from the first term of the following academic year, which may if appropriate begin in the last months of the current academic year.

Article 78

The contract of engagement must indicate:

- engagement as academic collaborator,
- the contract holder's duties,
- the basic salary,
- date of commencement and end of employment,
- special obligations and any other special conditions.

Article 79

1. The basic salary shall be the amount provided for an academic assistant graded ASTAC1, third step. The monthly salary paid to the academic collaborator shall be equal to seven thirtieths of this basic salary.
2. Academic collaborators may not waive their entitlement to remuneration.
3. Articles 26 and 27 shall apply to the remuneration of academic collaborators. The provisions of Article 28a shall apply *mutatis mutandis*.

Article 80

The following provisions of these Conditions of Employment shall also apply to academic collaborators:

- Chapter 2: Article 2 and 2a
- Chapter 8: Article 37
- Chapter 9: All Articles
- Chapter 9b: Article 51b
- Annex VII, section 4: All articles.

The Common Provisions for teaching and Administrative Staff shall apply.

CHAPTER 14

Academic/administrative associates

Article 81

Within the meaning of this Chapter, an academic/administrative associate shall be a contract holder employed on the basis of a non-permanent contract, within the limits specified in Article 83, to perform duties in connection with an academic and/or administrative activity.

The specific provisions and the provisions of these Conditions applying to academic/administrative associates shall be as defined in this Chapter. The Common Provisions applicable to Teaching and Administrative Staff of the European University Institute shall remain applicable also for this category of contract holders.

Article 82

An academic/administrative associate shall be engaged by the President on a fixed-period contract. The contract must indicate that his appointment is as academic/administrative associate and specify the tasks entrusted to him within the academic and/or administrative activity.

Article 83

An academic/administrative associate must be the spouse or partner of a full-time professor or a Programme Director of the Institute.

For the definition of a “partner”, reference should be made to the definition and general implementing provisions used within the overall framework of the EUI’s Staff Regulations.

The contract of the academic/administrative associate may not exceed the duration of his spouse’s/partner’s contract.

The academic/administrative associate shall be appointed by the Institute in virtue of a full or part-time contract for a specified period, which may not exceed one year, renewable.

The rules for the recruitment of academic/administrative associates and for the implementation of this Article shall be defined by a decision of the President of the Institute.

Article 84

The specific provisions and statutory provisions of these Conditions applying to academic/administrative associates are defined in paragraphs 1 and 2. They are complemented by the Common Provisions for Teaching and Administrative Staff of the EUI.

1. An academic/administrative associate shall be entitled to receive family allowances as provided for in Articles 30 and 31 of these Conditions of Employment.

The amount of the family allowances shall be calculated on the basis of the salary received by the contract-holder as provided for in Article 63 (1) (3) of these Conditions of Employment.

On leaving the service an academic/administrative associate shall be entitled to a termination of service payment proportional to the time of service actually performed corresponding to 16.5% of the total monthly salary payments received pursuant to Article 63(1) (3).

2. The following articles of the CETS shall apply *mutatis mutandis* to academic/administrative associates recruited following Chapter 14:

- Article 28 (2) c and d
- Article 62
- Article 63 on remuneration, except for the minimum working hours for part-time work set out in paragraph 1, fourth subparagraph
- Article 67 on reimbursement of mission cost
- Article 70 making various provisions of these Conditions and the Common Provisions applicable.

ANNEX I
DENOMINATION AND GRADING OF PROFESSORS AND ASSISTANT
PROFESSORS³⁰

Article 1³¹

The professors and assistant professors covered by Article 1(a) of Part I of these Conditions of Employment shall form a single body, the members of which shall perform duties of teaching, thesis supervision and research.

Specific conditions and restrictions as to thesis supervision duties of assistant professors in the first years following their nomination may be defined by the President in implementing acts or in the Academic Rules and Regulations.

The posts (chairs) shall be divided into two categories in the staff complement table, for budget control purposes only:

a) "Professors PR 14/12"

For the setting of basic salaries, category a) shall consist of three grades, denominated PR14, PR13 and PR12, equivalent respectively to grades AD14, AD13 and AD12 in the Staff Regulations applicable to permanent staff members of the Institute. Each grade shall have 5 steps.

b) "Professors PR 11/9 and Assistant Professors ASSPR 7/4"

For the setting of basic salaries, category b) shall consist of the following grades for each of the two distinct sub-categories:

- three grades for full-time Professors, denominated PR11, PR10 and PR9, equivalent respectively to grades AD11, AD10 and AD9 in the Staff Regulations applicable to Permanent Staff Members of the Institute. Each grade shall have 5 steps.

- four grades for assistant Professors denominated ASSPR7, ASSPR6, ASSPR5, ASSPR4, equivalent respectively to grades AD7, AD6, AD5 and AST4 in the Staff Regulations applicable to Permanent Staff Members of the Institute. Each grade shall have 5 steps.

Article 1a

Article 1 shall apply by analogy to teachers recruited part-time on the basis of Part III of the Conditions of Employment of the Teaching Staff.

Article 2³²

1. The grading (grade and step) of a professor and assistant professor on recruitment shall be decided by the President, to whom the Selection Board provided for in Annex II may make appropriate recommendations.

2. Such grading shall normally be at the basic grade of each category. It may be set at a higher grade in consideration of the academic and scholarly activities of the new contract holder prior to recruitment.

³⁰ HIGH COUNCIL DECISION N. 1/2015 of 6 February 2015.

³¹ Idem.

³² Idem.

Article 3³³

Promotion shall mean the move from one grade in a category to the grade immediately higher.

The promotion of a professor and assistant professor shall be decided by the President. Where the professor was in the last step in her grade, it shall entail his move to at least the second step in the new grade.

Promotion to the highest grade in a category shall be decided on a proposal by the Academic Council following prior assessment of the pedagogical and scientific activity of the professor concerned, with the assistance of outside assessors.

Article 4³⁴

1. Movement from category PR11/9 to category PR14/12 shall be possible, within the limit of budget posts available, only when a Teaching Staff contract is renewed in accordance with Annex IV to the Conditions of Employment of Teaching Staff, and on the recommendation of the Assessment Committee and the Academic Council.

2. Movement from category ASSPR7/4 to category PR11/9 and/or category PR14/12 shall not be possible.

ANNEX III

SELECTION PROCEDURE OF FULL-TIME PROFESSORS AND ASSISTANT PROFESSORS³⁵

Article 1³⁶

Area of application

1.1 This Annex shall apply to the filling of teaching posts of full-time professors and assistant professors entered on the establishment plan of the Institute.

However, a decision setting up a Centre shall specify the particular rules on recruitment of its Director and of the professors and assistant professors (if applicable) to be attached to it jointly with a department.

1.2 For application of this decision

- the terms “professor” or “assistant professor” or “Teaching Staff” shall refer to contract holders falling under Part II of the Conditions of Employment of the Teaching Staff (fulltime professors or assistant professors);

- the term “professor of the/a department” shall refer both to professors and assistant professors appointed jointly to the/a department and a Centre and to the/a department alone.

1.3 Any reference in the following articles of the current Annex to a professor shall be deemed to constitute also a reference to an assistant professor, unless the context clearly indicates otherwise.

³³ HIGH COUNCIL DECISION N. 1/2015 of 6 February 2015.

³⁴ Idem.

³⁵ Idem.

³⁶ Idem.

Article 2³⁷

Vacancies

2.1 A vacancy in a post shall arise in particular from:

- a) the creation of a new chair;
- b) the expiry of a professor's contract;
- c) a professor's decision not to ask for renewal of contract, or to resign during the contract, or decease;
- d) the unfavourable opinion of an assessment committee, or a decision by the Academic Council not to propose renewal of a professor's contract;
- e) a failure in the procedure applied pursuant to the present Annex to culminate in an appointment.

2.2 A chair shall be declared vacant as soon as possible after the vacancy has become definite.

2.3 A vacancy in a chair shall be declared by the President in agreement with the Executive Committee. The declaration of vacancy shall specify:

- a) the reason for the vacancy in the chair;
- b) where appropriate, the category of the vacant chair, within the meaning of Annex I of these Conditions (PR/14/12 or PR 11/9 or ASSPR 7/4 in the case of appointment of assistant professors);
- c) the department in which the vacancy is declared; and where appropriate,
- d) that the chair is to be filled by joint appointment to the department and a given Centre or
- e) that the chair is to be filled by up to two entry-level assistant professors.

2.4 For every chair to be filled, an academic profile shall be defined, a vacancy notice published and a Selection Board set up, on the terms laid down in Articles 3-4.

Where appropriate the President may decide, in agreement with the Executive Committee, to set up a single Selection Board for two or more posts to be filled within a given department when profiles of posts are close.

Where appropriate the President may decide that the Dean of Graduate Studies shall act as his substitute as chair of a Selection Board and in its operation and reporting.

Article 3

Chair profile and vacancy notice

3.1 The academic profile of the chair shall be drawn up by the Academic Council, upon a joint proposal of the Head of Department (and, where appropriate, Centre) concerned.

3.2 The vacancy notice shall be drafted by the President in common agreement with the Head of Department (or substitute). It shall specify in particular:

- a) the department in which the post is to be filled, specifying where appropriate that there will be a joint nomination to the department and a Centre;
- b) the post's academic profile;
- c) the qualifications and/or experience required for the post to be filled;
- d) where appropriate, language knowledge required;

³⁷ HIGH COUNCIL DECISION N. 1/2015 of 6 February 2015.

e) the closing date for application.

Article 4

Composition of Selection Board

4.1 Without prejudice to Article 4(5) or the specific decisions provided for by Article 1(1), second paragraph, the following shall be members of the Selection Board:

- a) the President, as chair of the Selection Board with voice but no vote;
- b) the Head of the Department (or substitute) concerned, subject to the provisions of Article 4(2);
- c) two other professors of the department, nominated by the Academic Council on the department's proposal;
- d) another Institute professor, preferably from another department, designated by the Academic Council;
- e) three members from outside the Institute, nominated by the Academic Council, to which the Department concerned may present a list of experts. In its choice, the Academic Council shall take account of national academic cultures not represented in the department; and
- f) one representative of researchers in the department concerned, with voice but no vote.

4.2 The professor whose departure has created the vacancy may not be a member of the Selection Board.

4.3 Loss of a Board member's capacity for appointment to it shall mean ceasing to be a member. A replacement shall then be effected.

4.4 Where a single Selection Board is set up for a post in the Robert Schuman Centre for Advanced Studies (RSCAS), the composition is as follows:

- a) the President, as chair of the Selection Board with voice but no vote
- b) the Director of the RSCAS;
- c) the Head of the Department (or substitute) concerned;
- d) two other professors proposed jointly by the RSCAS and the Head of Department concerned, appointed by the Academic Council;
- e) three members from outside the EUI proposed jointly by the Director of RSCAS and the Head of Department concerned, appointed by the Academic Council;
- f) one representative of researchers in the RSCAS or the department concerned, with voice but not vote, appointed by the Academic Council on the proposal of the student representatives.

4.5 Where a single Selection Board is set up for two or more posts to be filled in any one department the number of members provided for in Article 4(1)(c) shall be raised to three, that in 4(1)(e) shall be raised to four, and in 4(1)(f) shall be raised to two.

Article 5

Proceedings of Selection Boards

5.1 Confidentiality: In order to protect the reputation of the applicants and the image of the Institute, the utmost care must be taken to maintain confidentiality during the selection process. Exchange of files and references should be limited to the members of the selection board and prudent attention should be given to the circulation and use of electronic messages.

5.2 The Selection Board shall be empowered to proceed as a Search Committee. It may in particular:

- recommend additional publication of the vacancy notice;
- extend the deadline for applications provided for in article 3(4);
- make approaches to any person with the potential to fit the profile required of applicants, without such approaches constituting any commitment or involving any element of prior judgement; and
- confidentially consult outside assessors, as well as any Institute members (including researchers) likely to be able to give it information on applications before it.

5.3 The Selection Board shall:

- assess how well the academic curriculum and experience of candidates fit the profile of the chair to be filled;
- take candidates' publications into consideration;
- assess candidates' suitability to fit in the Department and the Institute's work programme in consultation with the Department;
- assess the interest to the Institute of research planned by candidates;
- secure, for candidates whose names appear on the shortlist provided for in Article 6, the opinion of at least two academic figures to be nominated by each candidate as references. Members of the Selection Board cannot act as referees.

5.4 As soon as possible after the closing date for application (without prejudice to Article 5.2), the Academic Service shall draw up the full list of applications received. The internal members shall draw up a provisional shortlist of candidates best meeting the formal and qualification criteria for the post to be filled.

5.5 The President, in conjunction with the Head of Department (or substitute), shall send the full list of candidates to the Board's external members, and the files of applicants appearing on the provisional shortlist provided for in Article 5.4.

External members can request additional information concerning non-shortlisted applicants. An external member of the Board may recommend modifications; the files shall then be distributed to Board members.

5.6 The President shall reach an agreement with the internal members about the proposed modifications from the external members, and if needed a special meeting of the internal members shall be organized to determine the final shortlist.

Article 6

Proceedings of the (Full) Selection Board

6.1 Subject to the provisions of Article 6.4, Committee members unable to be present at the interviews and subsequent decision making meeting shall be entitled to express their opinion in writing.

6.2 Persons whose names appear on the final shortlist shall be invited for interview to the Institute.

6.3 The Selection Board shall take its decisions by consensus, or where necessary by majority vote of members present.

6.4 The Board's decision on establishment of the final list of appointable candidates shall be valid if at least half the members are present, and at least two of the external members are present.

6.5 After completing its work, the Board shall draw up the final list of appointable candidates whose names it shall submit to the Academic Council to fill the vacant chair. This final list shall contain up to three names, ranked in order of merit.

Article 7

Board's report and nomination of professors

7.1 When it has completed its work, the President and the Head of Department or Centre Director (or their substitutes) shall draw up a joint report to the Academic Council; this report shall in particular state:

- the Selection Board's membership, and a summary of the stages in its work;
- where appropriate, the names of any outside assessors consulted;
- the number of applications received, and the main features of these applications (country, areas of expertise, professional background, gender distribution);
- a brief description of profiles of candidates entered on the shortlist;
- the final list submitted to the Academic Council for decision, with a reasoned opinion on each of the candidates placed in preferential order on the final list;
- a file on each of the candidates entered on the final list, including curriculum vitae, publications list and a description of research planned at the Institute; and
- an indication of any minority opinion by Board members.

7.2 The President shall present the report of the Selection Board to the Executive Committee for discussion.

7.3 Thereafter the Academic Council shall discuss the report and vote on the appointment of the person to join the Institute's teaching staff.

The researcher representative on the Selection Board shall participate, with voice but no vote, in the Academic Council proceedings which considers the Board's report.

7.4 The Academic Council shall decide, in the preference order laid down by the Selection Board and in accordance with the voting rules laid down by Decision 2/84, on each of the applications put before it in the final list.

7.5 Having nominated a first person, the Academic Council may nominate a second and where appropriate a third person.

7.6 In appointing the candidates, the President shall be bound by the ranking adopted by the Academic Council.

7.7 Where a procedure has not led to an appointment, the President shall consult the Head of the Department or Director of the Centre (or their substitutes) and act in accordance with Articles 5.2 and 2.3.

ANNEX IV
**PROCEDURE FOR RENEWAL OF CONTRACTS OF FULL-TIME PROFESSORS
AND ASSISTANT PROFESSORS³⁸**

Article 1³⁹

Upon request of the contract holders, initial contracts of five years may be renewed for a second period of up to three years. The renewal shall be subject to the procedures and conditions set out in Articles 2-6 below.

Extensions beyond the eight-year limit are provided for in Articles 29 and 29a of the CETS concerning Heads of Department and Deans.

In a limited number of cases, extensions of up to four years may be awarded to a contract holder who fulfils the following conditions:

- continued academic excellence and
- outstanding contribution to the achievement of the strategic priorities of the EUI

Such extensions may be conceded more than once but not beyond a total duration of employment of twelve years.

Article 1(bis)⁴⁰

The President presents a motivated proposal to the Research Council. The Research Council provides a reasoned opinion to the Academic Council. The Academic Council issues a recommendation on the extension proposal. On the basis of the recommendation received from the Academic Council, the President decides on whether to grant the extension according to Article 1b of the Conditions of Employment of Teaching staff.

Article 2

Contract holders applying for renewal of contract shall make their request to the President at least one year before the first contract expires.

The application should include:

- (i) a curriculum vitae,
- (ii) a list of publications since joining the Institute,
- (iii) a description by the contract-holder of administrative tasks undertaken since joining the Institute
- (iv) a summary of the pedagogical assessments for the courses and seminars taught by the contract-holder since joining the Institute
- (v) a description and self-evaluation by the contract holder of supervision activities,
- (vi) a description by the contract-holder of activities planned for the future
- (vii) any additional information the contract-holder deems fit.

Item (iv) shall be supplied by Academic Service after consultation with the applicant. The other items shall be supplied directly by the contract holder.

³⁸ HIGH COUNCIL DECISION N. 1/2015 of 6 February 2015.

³⁹ HIGH COUNCIL DECISION N. 1/2019 of 7 June 2019.

⁴⁰ Idem.

Article 3

The President shall forward the application to an Assessment Committee composed of the persons stated in Article 4.

Article 4

1. For each renewal request an Assessment Committee shall be set up, chaired by the President or, at his or her request, by the Dean of Graduate Studies who may speak but not vote, and who shall seek the opinion of the Department in advance of the deliberations of the Committee.

The Assessment Committee shall consist of:

- the Head of Department and the department's Director of Graduate Studies;
- A Professor from another department nominated by the Bureau;
However, when the renewal request concerns a joint chair holder with the RSCAS, her place shall be taken by the Director of the RSCAS ex-officio;
- the President;
- the Dean of Studies; and
- a researcher nominated by the Bureau, who should not be a supervisee of the professor requesting contract renewal.

These three last-mentioned members may speak but not vote.

Where the applicant is the Head of Department or the Director of Graduate Studies, Dean of Studies, they shall be replaced on the Assessment Committee by the member of the same department with the most seniority, as calculated in terms of length of consecutive full-time employment at the Institute.

Where the applicant is the Dean of Studies, she shall be replaced on the Assessment Committee by a second Professor from another department nominated by the Bureau.

In the course of its deliberations the Assessment Committee shall seek the written advice of one or more external academic assessors.

2. The Assessment Committee shall adopt its recommendation by consensus. Where no consensus can be reached, the responsibility for making a recommendation shall pass to the Bureau, which may seek further external advice before making such a recommendation.

Article 5

The Assessment Committee or the Bureau shall lay their recommendation before the Academic Council. In either case, the recommendation should be supported by a reasoned opinion.

The Academic Council shall discuss the renewal request only if the Assessment Committee's or the Bureau's recommendation and reasoned opinion are favourable. The Academic Council shall take its decision on the same voting conditions as for appointment of Teaching Staff members to the Institute, save that the teacher whose renewal the Academic Council is voting on shall not be entitled to vote.

Article 6

1. A full-time professor's contract may continue beyond 67 years of age only if it concerns a contract holder's first mandate. This condition also applies to any extensions granted consequent to service as Head of Department, as Dean of Studies or as Director of Research.

2.1 The renewed *full-time* professorial contract will start before the contract holder has reached the age of 67. However, this renewed full-time contract shall be limited until the end of the academic year in which the contract holder reaches the age of 67.

2.2 Upon proposal of the Executive Committee a professor's contract can be extended by the President beyond the age of 67 as a part-time contract until the end of the academic year in which the contract holder reaches the age of 70. The Chair formerly occupied by this professor can be filled only on expiry of the aforesaid *part-time* contract.

Article 7⁴¹

1. Former holders of full-time contracts (excluding assistant professors) may apply for a post similar to the one they occupied only after a minimum period of three years from the end of their most recent appointment at the Institute.

2. Assistant Professors or Former Assistant Professors may apply for a post of a full-time professor only after a minimum period of three years from the end of their most recent appointment as assistant professor at the Institute.

ANNEX VII

REMUNERATION AND REIMBURSEMENT OF EXPENSES

SECTION 1

Family allowances

Article 1

1. The household allowance shall be set at a basic amount of €171,88, plus 2% of a contract holder's basic salary.

2. The household allowance shall be granted to:

(a) a married contract holder;

(b) a contract holder who is widowed, divorced, legally separated or unmarried and has one or more dependent children within the meaning of Article 2(2) and (3) below;

(c) a contract holder who is registered as a stable non-marital partner, provided that:

(i) the couple produces a legal document recognized as such by a Member State of the European Union, or any competent authority of a Member State of the European Union, acknowledging their status as non-marital partners,

(ii) neither partner is in a marital relationship or in another non-marital partnership,

(iii) the partners are not related in any of the following ways: parent, child, grandparent, grandchild, brother, sister, aunt, uncle, nephew, niece, son-in-law, daughter-in-law;

(iv) the couple has no access to legal marriage in a Member State of the European Union; a couple shall be considered to have access to legal marriage for the purposes of this indent only where the members of the couple meet all the conditions laid down by the legislation of a Member State of the European Union permitting marriage of such a couple;

⁴¹ HIGH COUNCIL DECISION N. 1/2015 of 6 February 2015.

(d) by special reasoned decision of the Appointing Authority based on supporting documents, a contract holder who, while not fulfilling the conditions laid down in (a), (b) and (c), nevertheless actually assumes family responsibilities.

3. If the spouse of a contract holder is gainfully employed, with an annual income, before deduction of tax, of more than the basic annual salary of an employee in the second step of grade ASTAC3, weighted at the rate for the country where the spouse carries out his or her occupation, the contract holder entitled to the household allowance shall not receive this allowance save by special decision of the Appointing Authority. The contract holder shall, however, be entitled to the allowance where the married couple have one or more dependent children.

4. In cases where, under the foregoing provisions, a husband and wife employed by the Institute are both entitled to the household allowance, this shall be payable only to the person whose basic salary is the higher.

5. If the contract holder is entitled to the household allowance only by virtue of paragraph 2(b) and a person other than the contract holder has by law or by an order of court or of the competent administrative authority been given custody of all her dependent children within the meaning of Articles 2(2) and (3) below, the household allowance shall be paid to that other person in the name and on behalf of the contract holder. This condition shall be deemed to be fulfilled in the case of dependent children who have reached their majority if such children have their normal residence with the other parent.

If, however, the contract holder's children are in the care of several different persons, the household allowance shall be divided among them according to the number of children in their care.

If the person eligible by virtue of the foregoing to receive the household allowance paid in the contract holder's name is also eligible to receive this allowance by reason of his or her own status as contract holder or other member of staff, that person shall receive the higher of the two allowances only.

Article 2

1. A contract holder who has one or more dependent children shall, in accordance with paragraphs 2 and 3 below, receive an allowance of € 375,59 per month for each dependent child.

2. 'Dependent child' means the legitimate, natural or adopted child of a contract holder, or of her spouse, who is actually being maintained by the contract holder.

The same shall apply to a child for whom an application for adoption has been lodged and the adoption procedure started.

Any child whom the contract holder has a responsibility to maintain under a judicial decision based on Member States' legislation on the protection of minors shall be treated as a dependent child.

3. The allowance shall be granted:

(a) automatically for children under 18 years of age;

(b) on application, with supporting evidence, by the contract holder for children between 18 and 26 who are receiving educational or vocational training.

4. Any person whom the contract holder has a legal responsibility to maintain and whose maintenance involves heavy expenditure may, exceptionally, be treated as if he were a dependent child by special reasoned decision of the Appointing Authority, based on supporting documents.

5. Payment of the allowance in respect of a child prevented by serious illness or invalidity from earning a livelihood shall continue throughout the period of that illness or invalidity, irrespective of age.

6. Not more than one dependent child allowance shall be paid in respect of any one dependent child within the meaning of this Article.

7. If custody of the dependent child within the meaning of paragraphs 2 and 3 has been entrusted by law or by an order of court or of the competent administrative authority to another person, the dependent child allowance shall be paid to that person in the name and on behalf of the contract holder.

Article 3

1. Subject to the conditions laid down in the general implementing provisions, a contract holder shall receive an education allowance equal to the actual education costs incurred by him up to a maximum of € 254,83 per month for each dependent child, within the meaning of Article 2(2) of this Annex, who is at least five years old and in regular full-time attendance at a primary or secondary school which charges fees or at an establishment of higher education. The requirement of attendance at a school which charges fees shall not apply to the reimbursement of the cost of school transport.

Entitlement to this allowance commences on the first day of the month in which the child begins to attend a primary educational establishment and shall cease at the end of the month in which the child finishes its education or at the end of the month in which the child reaches the age of twenty-six whatever is the earliest.

The allowance paid shall be subject to a ceiling of twice the maximum prescribed in the first subparagraph for:

- a contract holder whose dependent child, for imperative educational reasons duly supported by evidence, attends an educational establishment working in his language at least 50 km from Florence, or a contract holder entitled to the expatriation allowance whose dependent child attends a non-Italian school in Florence;

- a contract holder not of Italian nationality whose child attends an establishment of higher education at least 50 km from Florence, provided that the contract holder is entitled to the expatriation allowance; the latter condition shall not apply if there is no such establishment in the country of which the contract holder is a national or where the child attends a higher education establishment in a country other than Italy;

- on the same conditions as in the foregoing two indents, persons entitled to the allowance who are not in receipt of a pension under the Scheme of the Institute, taking account of the place of residence instead of Florence, and replacing the words “in a country other than Italy” by the words “in a country other than the country of residence”.

The requirement of attendance at a school that charges fees shall not apply to payments under the third subparagraph.

If custody of the child in respect of whom the education allowance is paid has been entrusted by law or by an order of court or of the competent administrative authority to another person, the education allowance shall be paid to that person in the name and on behalf of the contract holder. In such case, the distance of at least 50 km referred to in the preceding paragraph shall be calculated from the place of residence of the person having custody of the child, and the words “in a country other than Italy” be replaced by the words “in a country other than the country of residence”.

2. For each dependent child within the meaning of Article 2(2) of this Annex who is less than five years old or is not yet in regular full-time attendance at a primary or secondary school, the

amount of this allowance is fixed at € 91,75 a month. The first sentence of the last subparagraph of paragraph 1 shall apply.

SECTION 2

Expatriation allowance

Article 4

1. An expatriation allowance shall be paid, equal to 16% of the total of the basic salary, household allowance and dependent child allowance paid to the contract holder shall be paid:

(a) to contract holders:

- who are not and have never been nationals of Italy, and
- who during the five years ending six months before they entered the service did not habitually reside or carry on their main occupation within Italian territory. For the purposes of this provision, circumstances arising from work done for another State or for an international organisation shall not be taken into account;

(b) to contract holders who are or have been nationals of Italy but who during the 10 years ending at the date of their entering the service habitually resided outside Italian territory for reasons other than the performance of duties in the service of a State or of an international organisation.

The expatriation allowance shall not be less than EUR 509,43 per month.

2. A contract holder who is not and has never been a national of Italy and who does not fulfil the conditions laid down in paragraph 1 shall be entitled to a foreign residence allowance equal to one quarter of the expatriation allowance.

3. For the purposes of paragraphs 1 and 2, a contract holder who has, by marriage, automatically acquired, and cannot renounce the, Italian nationality shall be treated in the same way as a contract holder covered by the first indent of paragraph 1(a).

SECTION 3

Reimbursement of expenses

A. Installation allowance

Article 5⁴²

1. An installation allowance equal to two months' basic salary in the case of a contract holder who is entitled to the household allowance, and equal to one month's basic salary in other cases, shall be paid to a contract holder who furnishes evidence that a change in the place of residence was required in order to satisfy the requirements of Article 3 of the Conditions of Employment of the Teaching Staff.

In cases where a husband and wife employed by the Institute are both entitled to the installation allowance, this shall be payable only to the person whose basic salary is the higher.

The installation allowance shall be weighted at the rate fixed for the place where the contract holder is employed.

2. (p.m. sp.)

3. The installation allowance shall be calculated by reference to the contract holder's marital status and salary on the effective date of her taking up her duties.

⁴² HIGH COUNCIL DECISION N. 1/2015 of 6 February 2015.

The installation allowance shall be paid on production of documents establishing the fact that the contract holder, together with his family if he is entitled to the household allowance, has settled in Florence.

4. A contract holder who is entitled to the household allowance and does not settle with his family in Florence shall receive only half the allowance to which he would otherwise be entitled; the second half shall be paid when his family settles in Florence, provided that it does so within the periods laid down in Article 9(3).

5. A contract holder who has received an installation allowance and who voluntarily leaves the service of the Institute before expiry of the period of service set in his initial contract shall refund

- all of the allowance, if the service completed is less than three years,
- thereafter, part of the allowance, in proportion to the unexpired portion of the period of service set in her initial contract remaining on leaving the service.

6. A contract holder in receipt of installation allowance shall declare any allowance of like nature which he receives from other sources; such latter allowances shall be deducted from the allowance provided for in this Article.

7. The President reserves the right not to allocate the installation allowance to an assistant professor based on justified administrative and financial grounds. The relevant decision shall be made prior to recruitment and after having appropriately notified the person concerned.

B. Resettlement allowance

Article 6

1. A contract holder who provides evidence of a change of residence shall be entitled on termination of service to a resettlement allowance equal to two months' basic salary in the case of a contract holder who is entitled to the household allowance or to one month's basic salary in other cases, provided that he has completed the period of service set in his initial contract and does not receive a similar allowance in his new employment.

In cases where a husband and wife employed by the Institute are both entitled to the resettlement allowance, this shall be payable only to the person whose basic salary is the higher.

For the purpose of calculating service account shall not be taken of time assigned in status "leave on personal grounds".

The resettlement allowance shall be weighted at the rate fixed for the place where the contract holder is employed.

2. In the event of the death of a contract holder, the resettlement allowance shall be paid to the surviving spouse or, in the absence of such a person, to the dependants within the meaning of Article 2 above, even if the requirement as to length of service laid down in paragraph 1 is not satisfied.

3. The resettlement allowance shall be calculated by reference to the contract holder's marital status and salary at the date of termination of service.

4. The resettlement allowance shall be paid against evidence that the contract and her family, or, where the contract holder has died, his family only, have resettled at a place situated not less than 70 km from Florence.

Resettlement of a contract holder or of the family of a deceased contract holder shall take place within three years of the date of termination of her service.

This time-limit shall not apply as against persons entitled under her who can prove that they were unaware of the foregoing provisions.

C. Travel expenses

Article 7

1. A contract holder shall be entitled to reimbursement of travel expenses for himself, his spouse and his dependants actually living in his household:

(a) on taking up his appointment, from the place where he was recruited to Florence;

(b) on termination of service, from Florence to the place of origin as defined in paragraph 3 below.

In the event of the death of a contract holder, the surviving spouse and dependants shall be entitled to reimbursement of travel expenses under the same conditions.

Travel expenses shall also include the cost of seat reservations, transport of luggage and, where applicable, hotel expenses necessarily incurred.

2. The basis for calculating the reimbursement shall be the first-class rail fare on the shortest and most economical habitual route by rail between Florence and the place of recruitment or origin.

Where the route referred to in the first subparagraph exceeds 500 km and in cases where the usual route includes a sea crossing, the contract holder concerned shall be entitled, on production of the tickets, to reimbursement of the cost of travel by air in economy class or equivalent. Where a means of transport other than those mentioned above is used, calculation of reimbursement shall be based on the cost by rail, excluding sleeper accommodation. Where calculation on this basis is not possible, the terms of reimbursement shall be determined by special decision of the Appointing Authority.

3. A contract holder's place of origin shall be determined when he takes up his appointment, account being taken in principle of where he was recruited or, upon express and duly reasoned request, the centre of his interests. The place of origin as so determined may by special decision of the Appointing Authority be changed while the contract holder is in service or when he leaves the service.

While he is in the service, however, such decision shall be taken only exceptionally and on production by the contract holder of appropriate supporting evidence.

The effect of such a change shall not, however, be such as to recognise as the centre of the contract holder's interests a place outside the territories of the Member States of the European Union.

Article 8

1. Contract holders entitled to the expatriation or foreign residence allowance shall be entitled, within the limit set out in paragraph 2, in each calendar year to a flat-rate payment corresponding to the cost of travel from Florence to the place of origin as defined in Article 7 for themselves and, if they are entitled to the household allowance, for the spouse and dependants within the meaning of Article 2.

Where a husband and wife are both employed by the Institute, each has the right in respect of himself or herself and in respect of dependants to the flat-rate payment of travelling expenses, in accordance with the above provisions; each dependant shall be entitled to one payment only. The payment in respect of dependent children is fixed at the request of the husband or wife, on the basis of the place of origin of one or other of them.

Where a contract holder marries during a given year and thereby becomes entitled to the household allowance, the travel expenses payable for the spouse shall be calculated in proportion to the period from the date of the marriage to the end of the year.

Any alteration to the basis of calculation which may arise from changes in family status after the date of payment of the sums in question shall not render the contract holder concerned liable to make repayment.

Travel expenses for children aged less than two years during the entire calendar year shall not be reimbursed.

2. The flat-rate payment shall be based on an allowance per kilometre of geographical distance between Florence and his place of origin;

The kilometric allowance shall be:

EUR 0 for every km from	0 to 200 km
EUR 0,3820 for every km from	201 to 1 000 km
EUR 0,6367 for every km from	1 001 to 2 000 km
EUR 0,3820 for every km from	2 001 to 3 000 km
EUR 0,1272 for every km from	3 001 to 4 000 km
EUR 0,0614 for every km from	4 001 to 5000 km
EUR 0 for every km over	5 000 km.

To the above kilometric allowance a flat-rate supplement shall be added, amounting to:

- EUR 191,00 if the geographical distance between the place of employment and the place of origin is between 600 km and 1 200 km,
- EUR 381,96 if the geographical distance between the place of employment and the place of origin is greater than 1 200 km.

The above kilometric allowances and flat-rate supplements shall be adapted every year in the same proportion as remuneration.

3. A contract holder whose service is terminated in the course of a calendar year for any reason other than death or who is on leave on personal grounds during part of the year shall, if he is in active employment in the service of the Institute for less than nine months of that year, be entitled only to part of the flat-rate payment provided for in paragraph 1 and 2, calculated in proportion to the time spent in active employment.

D. Removal expenses

Article 9

1. Within the limits of costs ceilings, contract holders obliged to change their place of residence in order to comply with Article 3 of the Conditions of Employment of Teaching Staff upon entry into service or on a subsequent change of place of employment while in service and who have not been reimbursed in respect of the same expenses from another source, shall be entitled to the reimbursement of expenses incurred in respect of the removal of furniture and personal effects, including the cost of insurance against ordinary risks (notably breakage, theft, fire).

The ceilings shall take into account the contract holder's family situation at the time of the removal, and the average costs of removal and associated insurance.

A contract holder who voluntarily leaves the service of the Institute before expiry of the period of service set in his initial contract shall refund part of the allowance, in proportion to the unexpired portion of the period of service.

2. On termination of service or on the death of a contract holder, the expenses incurred in respect of removal from Florence to his place of origin shall, up to the limit provided for in paragraph 4, be reimbursed within the limits defined in paragraph 1, provided that he has completed the period of service set in his initial contract.

Where the deceased contract holder was unmarried, the expenses shall be reimbursed to those entitled under him.

3. The contract holder must effect removal within a year of taking up his duties. It may be effected prior to taking them up as long as the condition set in Article 8(1) of the Conditions of Employment of the Teaching Staff has been met, but reimbursement will be made only after they have been taken up.

On termination of service, removal shall be effected within three years as provided in the second subparagraph of Article 6(4).

Removals effected after the expiry of the time-limits set out in this paragraph shall be reimbursed only in exceptional cases by special decision of the Appointing Authority.

4. Neither the reimbursement provided for in paragraph 1 nor that provided for in paragraph 2 may be greater than the contract holder's basic salary.

E. Daily subsistence allowance

Article 10

1. Where a contract holder furnishes evidence that a change in the place of residence is required in order to comply with Article 3 of the Conditions of Employment of the Teaching Staff, such contract holder shall be entitled for a period specified in paragraph 2 to a subsistence allowance per calendar day as follows:

- Euro 39,48 for a contract holder who is entitled to the household allowance,
- Euro 31,83 for a contract holder who is not entitled to the household allowance.

The above scale shall be reviewed each time remuneration is revised pursuant to Article 27 of the Conditions of Employment of the Teaching Staff.

2. The period in respect of which the daily subsistence allowance is granted shall be as follows:

- (a) in the case of a contract holder who is not entitled to the household allowance: 120 days;
- (b) in the case of a contract holder who is entitled to the household allowance: 180 days.

In cases where a husband and wife employed at the Institute are both entitled to the basic subsistence allowance, the period in respect of which it is granted as laid down in (b) shall apply to the person whose basic salary is the higher. The period laid down in (a) shall apply to the other person.

In no case shall the daily subsistence allowance be granted beyond the date on which the contract holder removes in order to satisfy the requirements of Article 3 of the Conditions of Employment of the Teaching Staff.

F. Mission expenses

Article 11

1. A contract holder travelling on mission and holding an appropriate travel order shall be entitled to reimbursement of travel expenses and to daily subsistence allowance in accordance with the following provisions.

2. The travel order shall state the probable duration of the mission, on the basis of which shall be calculated any advance which the contract holder may draw against the daily subsistence allowance. Save where a special decision is taken, no advance shall be payable where the mission is not expected to involve an absence of more than 24 hours and is to be carried out in a country using the euro.

3. Save in special cases, to be determined by special decision and in particular where a contract holder is called back from leave, the reimbursement of mission expenses shall be limited to the cost of the most economical journey between Florence and the place of mission which does not require the contract holder on mission to extend his stay significantly.

Article 12

1. Travel by rail

Travel expenses for missions carried out by rail shall be reimbursed on presentation of supporting documents on the basis of the cost of transport in first class by the shortest route between Florence and the place of the mission.

2. Travel by air

Contract holders shall be authorized to travel by air if the outward and return journeys by rail would total at least 800 kilometres.

3. Travel by sea

The Appointing Authority shall authorize in each case and on the basis of the length and cost of the journey the classes to be used and the cabin supplements which may be reimbursed.

4. Travel by car

Travel costs shall be reimbursed in the form of a lump sum based on the rail cost, in accordance with point 1; no other supplement shall be paid.

In the case of a contract holder travelling on mission in special circumstances, however, the Appointing Authority may decide to grant that contract holder an allowance per kilometre covered instead of the reimbursement of travel costs provided for above, if the use of public transport presents clear disadvantages.

Article 13

1. The daily subsistence allowance for missions shall comprise a flat-rate sum to cover all expenses incurred by the person on mission: breakfast, two main meals and incidental expenses, including local travel. Accommodation costs, including local taxes, shall be reimbursed up to a maximum fixed for each country, on production of supporting documents.

2 (a) The scale for the Member States of the European Union indicated in Article 13(2) of Annex VII to the Staff Regulations applicable to permanent staff of the Institute shall also apply to missions by contract holders covered by the Conditions of Employment of the Teaching Staff.

Where a contract holder on mission is provided with accommodation free of charge or reimbursed by one of the institutions of the European Union, an administration or outside body, this must be declared. A corresponding deduction will then be made.

2 (b) The scale for missions in countries outside the European territory of the Member States shall be fixed and adjusted periodically by the Appointing Authority.

3. Article 13(3) of Annex VII to the Staff Regulations applicable to permanent staff members of the Institute shall apply by analogy.

Article 13a

The detailed rules for the application of Articles 11, 12 and 13 of this Annex laid down by the Appointing Authority pursuant to Article 110 of the Staff Regulations applicable to permanent staff members of the Institute shall, unless otherwise specified, apply to contract holders falling under the Conditions of Employment of the Teaching Staff.

SECTION 4

Payment of sums due

Article 16

1. Payment of remuneration to contract holders shall be made on the fifteenth day of each month for the month then current. The amount of remuneration shall be rounded off to the nearest cent above.

2. Where remuneration is not due in respect of a complete month, the amount shall be divided into thirtieths, and

(a) where the actual number of days payable is fifteen or less, the number of thirtieths due shall equal the actual number of days payable;

(b) where the actual number of days payable is more than fifteen, the number of thirtieths due shall equal the difference between the actual number of days not payable and thirty.

3. Where entitlement to family allowances and expatriation allowances commences after the date of entering the service, the contract holder shall receive these from the first day of the month in which such entitlement commences. On cessation of such entitlement, the contract holder shall receive the sum due up to the last day of the month in which entitlement ceases.

Article 17

1. Payment shall be made to each contract holder in Euros either in a bank in Italy or, at his request, in a bank within the European Union.

2. Under the conditions laid down in rules fixed by the Appointing Authority contract holders may apply for special regular transfer of part of their remuneration.

Under the preceding provision the following may be transferred, separately or in combination:

(a) for children attending an education establishment in another Member State, a maximum amount per dependent child equal to the amount of the education allowance actually received for that child;

(b) on production of valid supporting documents, regular payments to all other persons residing in the relevant Member State of the European Union to whom the contract holder provides evidence of having an obligation by virtue of a decision of the courts or the competent administrative authority.

The transfers referred to in point (b) may not exceed 5 % of the contract holder's basic salary.

3. The transfers provided for in paragraph 2 shall be made according to the relevant provisions of Article 17(3) of Annex VII of the Staff Regulations of Officials of the European Union.

4. Apart from the transfer referred to in paragraphs 1 to 3, a contract holder may request a regular transfer to another Member State of the European Union in local currency at the monthly exchange rate, without application of any coefficient. This transfer may not exceed 25 % of the contract holder's basic salary.

ANNEX VIII
PENSION SCHEME
(INVALIDITY, SURVIVOR'S AND PROVISIONAL PENSIONS)

CHAPTER 1

General provisions

Article 1

1. Where the medical examination made before a contract holder takes up his duties shows that he is suffering from sickness or invalidity, the Appointing Authority, may, in so far as risks arising from such sickness or invalidity are concerned, decide to admit that contract holder to guaranteed benefits in respect of invalidity or death only after a period of five years from the date of his entering the service of the Institute.

The contract holder may appeal against such decision to the Invalidity Committee.

CHAPTERS 2 AND 3

Articles 2 to 18

(p.m. del)

CHAPTER 4

Survivor's pension

Article 19

Where a former contract holder was in receipt of invalidity pension the surviving spouse shall be entitled, subject to the provisions of Article 22 of this Annex, provided that the couple was married when the contract holder became eligible for the allowance, to a survivor's pension equal to 60% of the invalidity allowance which the spouse was receiving at the time of death.

The minimum survivor's pension shall be 35% of the final basic salary; the amount of the survivor's pension shall in no case, however, exceed the amount of the invalidity pension which the spouse was receiving at the time of her death.

Article 20

For the purpose of Article 19, the duration of the marriage shall not be taken into account where the marriage, though contracted after termination of the contract holder's service, has lasted at least five years.

Article 21

1. The orphan's pension provided for in Article 43, first, second and third paragraphs of the Conditions of Employment of the Teaching Staff shall for the first orphan be equal to eight tenths of the survivor's pension to which the surviving spouse of a contract holder or former contract holder in receipt of an invalidity pension would have been entitled, the reductions set out in Article 25 being disregarded.

It shall not be less than the minimum subsistence figure, subject to the provisions of Article 22.

2. The pension shall be increased, for each dependent child after the first, by an amount equal to twice the dependent child allowance.

Orphans shall be entitled to education allowance in accordance with Article 3 of Annex VII.

3. The total amount of pension and allowance calculated in this way shall be divided equally among the orphans entitled.

Article 22

Where a contract holder leaves a surviving spouse and also orphans of a previous marriage or other persons entitled under him, the total pension, calculated as if for a surviving spouse having all these persons dependent on him, shall be apportioned among the various persons concerned in proportion to the pensions which would have been payable to each category of them if treated separately.

Where a contract holder leaves orphans of different marriages, the total pension, calculated as though all the children were of the same marriage, shall be apportioned among the various persons concerned in proportion to the pensions which would have been payable to each category of them if treated separately.

For the purposes of calculating this apportionment, children of a previous marriage of either spouse who are recognised as dependants within the meaning of Article 2 of Annex VII to the Conditions of Employment of the Teaching Staff shall be included in the category of children of the marriage to the contract holder or former contract holder in receipt of an invalidity pension.

In the case envisaged in the second paragraph, ascendants who are recognized as being dependants as provided for in Article 2 of Annex VII to the Conditions of Employment of the Teaching Staff shall be treated in the same way as dependent children and, for the purpose of calculating the apportionment, included in the category of descendants.

Article 24

The right to receive payment of survivor's pension shall have effect from the first day of the calendar month following that in which the contract holder or former contract holder in receipt of an invalidity pension died. However, where the payment provided for in Article 33 of the Conditions of Employment of the Teaching Staff is made on the death of the contract holder or of the person entitled to a pension, such right shall take effect on the first day of the fourth month following that in which death occurred.

The right to receive payment of survivor's pension shall cease at the end of the calendar month in which the recipient of the pension dies or ceases to satisfy the requirements for payment of the pension. Similarly the right to an orphan's pension shall cease if the recipient ceases to be regarded as a dependent child within the meaning of Article 2 of Annex VII.

Article 25

Where the difference in age between the deceased contract holder or former contract holder in receipt of an invalidity pension and his surviving spouse, less the length of time they have been married, is more than 10 years, the survivor's pension, calculated in accordance with the preceding provisions, shall be subject to a reduction, per full year of difference, amounting to:

- 1% for the years between ten and twenty;
- 2% for the years twenty up to but not including twenty-five;
- 3% for the years twenty-five up to but not including thirty;
- 4% for the years thirty up to but not including thirty-five;
- 5% for the years from thirty-five upwards.

Article 26

A surviving spouse's entitlement to survivor's pension shall cease on remarriage. She or she shall be entitled to immediate payment of a capital sum equal to twice the annual amount of her survivor's pension, provided that the second paragraph of Article 43 of the Conditions of Employment of the Teaching Staff does not apply.

Article 27

The divorced spouse of a contract holder or a former contract holder beneficiary of an invalidity pension shall be entitled to a survivor's pension, as defined in this Chapter, provided that, on the death of the former spouse, he or she can justify entitlement on his or her own account to receive maintenance from the former spouse by virtue of a court order or as a result of an officially registered settlement in force between himself or herself and his/her former spouse.

The survivor's pension may not, however, exceed the amount of maintenance paid at the time of the death of the former spouse, the amount having been updated in accordance with the procedure laid down in Article 82 of the Staff Regulations applicable to permanent staff of the Institute.

The divorced spouse's entitlement shall cease if he or she remarries before the former spouse dies. Article 26 shall apply in the event of remarriage after the death of the former spouse.

Article 28

Where the deceased contract holder leaves more than one divorced spouse entitled to survivor's pension or one or more divorced spouses and a surviving spouse entitled to a survivor's pension, that pension shall be divided in proportion to the respective duration of the marriages. The provisions of the second and third paragraphs of Article 27 shall apply.

If any of the persons entitled to pension dies or renounces his or her share, that share shall accrue to the shares of the other persons, except where there are orphans' rights under the second paragraph of Article 43 of the Conditions of Employment of the Teaching Staff.

Reductions in respect of difference in age, as provided for in Article 25, shall be applied separately to pensions divided in accordance with this Article.

Article 29

Where under Article 42 the divorced spouse ceases to be entitled to a pension, the total pension shall be payable to the surviving spouse, provided the second paragraph of Article 43 of the Conditions of Employment of the Teaching Staff does not apply.

CHAPTER 5

Provisional pensions

Article 30

The spouse or persons recognised as dependants of a contract holder whose whereabouts are unknown for more than one year may provisionally receive the survivor's pension to which they would be entitled under this Annex.

Article 31

The spouse or persons recognised as dependants of a former contract holder in receipt of invalidity pension whose whereabouts are unknown for more than one year may provisionally receive the survivor's pension to which they would be entitled under this Annex.

Article 32

The provisions of Article 31 shall apply to persons recognized as a dependant of a person in receipt of or entitled to a survivor's pension whose whereabouts are unknown for more than one year.

Article 33

Provisional pensions under Articles 30, 31 and 32 shall be converted into definitive pensions when the death of the contract holder or former contract holder has been duly confirmed or she has been legally declared missing, presumed dead.

CHAPTER 6

Pension increases in respect of dependent children

Article 34

The provisions of the second paragraph of Article 81 of the Staff Regulations applicable to permanent staff members shall apply *mutatis mutandis* to persons in receipt of a provisional pension.

Articles 43 of the Conditions of Employment of the Teaching Staff, and, *mutatis mutandis*, Article 81 of the Staff Regulations applicable to permanent staff members shall also apply to children born less than 300 days after the death of the contract holder or former contract holder in receipt of an invalidity pension.

Article 35

The award of a survivor's pension, an invalidity pension or of a provisional pension shall not entitle the pensioner to expatriation allowance.

CHAPTER 7

SECTION 1

Funding of the pension scheme

Article 36

Salaries shall in all cases be subject to deduction of the pension scheme contribution provided for in Articles 38 to 46a of the Conditions of Employment of the Teaching Staff.

Article 37

(p.m. del)

Article 38

Contributions properly deducted shall not be refunded. Contributions wrongly deducted shall not confer the right to receive a pension; they shall be reimbursed without interest at the request of the contract holder or of those entitled under him.

Article 39

SECTION 2

Calculation of pension

Article 40

A detailed statement of the calculation of the invalidity pension, survivor's pension or provisional pension shall be communicated to the contract holder or to those entitled under him, at the same time as the decision awarding the pension.

An invalidity pension shall not be paid concurrently with the salary payable from the budget of the Institute.

Article 41

The amount of pension may at any time be calculated afresh if there has been error or omission of any kind.

Pensions shall be liable to modification or withdrawal if the award was contrary to the provisions of the Conditions of Employment of the Teaching Staff or of this Annex.

Article 42

Where a contract holder or former contract holder in receipt of an invalidity pension dies and those entitled under him do not apply for their pension within one year from the date of her death, they shall lose their entitlement, save where *force majeure* is duly established.

Article 43

A former contract holder or those entitled under him in favour of whom benefits arise under this pension scheme shall furnish such written proof as may be required and inform the Institute of any facts liable to affect their entitlement.

Article 44

(p.m. del)

SECTION 3

Payment of benefits

Article 45

Benefits under this pension scheme shall be paid monthly in arrears.

For pensioners residing in the territories of the European Union Member States, benefits shall be paid in euros into a bank in the country of residence.

For other pensioners, pensions shall be paid, in euros, into a bank in the country of residence. The pension may by way of exception be paid in euros into a bank in Italy, or in foreign currency in the country of residence of the pensioner, converted at the most up-to-date exchange rates used for the implementation of the general budget of the European Union.

Article 46

Any sums due from a contract holder or former contract holder in receipt of an invalidity pension to the Institute at the date when a benefit is payable under this pension scheme shall be deducted from the amount of his benefit or from the benefits payable to those entitled under him. The deduction may be spread over a number of months.

ANNEX XIII

TRANSITIONAL MEASURES APPLICABLE TO TEACHING STAFF MEMBERS

Sole Article

Transitional measures shall be adopted by the President *mutatis mutandis* on the model of the relevant provisions of Annex XIII of the Staff Regulations applicable to permanent staff members, if deemed appropriate.

COMMON PROVISIONS
APPLICABLE TO TEACHING AND ADMINISTRATIVE STAFF OF THE
EUROPEAN UNIVERSITY INSTITUTE⁴³

TITLE I
APPEALS

Article 1

1. Any person to whom the Conditions of Employment of Teaching Staff, the Service Rules for Administrative Staff⁽¹⁾ and these Common Provisions apply may submit to the President a request that he take a decision relating to him. The President shall notify the person concerned of his decision, which must be reasoned, within four 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 paragraph 2.

2. Any person to whom paragraph 1 applies may submit to the President a complaint against an act adversely affecting him, either where the President has taken a decision or where he has failed to adopt a measure prescribed by the Conditions of Employment of Teaching Staff, the Service Rules for Administrative Staff or the Common Provisions. The complaint must be lodged within three months. The period shall start to run:

- on the date of publication of the act if it is a measure of a general nature;

- on the day 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 adversely affects another person, the period shall start to run in respect of that other person on the date on which he receives notification thereof but in no case later than the date of publication;

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

The President shall notify the person concerned of his decision, which must be reasoned, within four months from the date on which the complaint was lodged. If at the end of that period no reply to the complaint has been received, this shall be deemed to constitute an implied decision rejecting it, against which an appeal may be lodged under Article 2.

Article 2

1. An Appeals Board shall be set up.

⁴³ *Staff Regulations of the permanent staff members of the Institute and the Conditions of employment of other servants.*

The Appeals Board alone shall rule on disputes between the Institute and any person to whom these Common Provisions, the Conditions of Employment of Teaching Staff *or* the Service Rules for Administrative Staff apply.

The Appeals Board shall be presided over by one of its members elected by the Board.

2. The High Council, acting unanimously, shall determine the number of persons on the Appeals Board and their Statute.

The members of the Appeals Board shall be appointed by the High Council on the basis of a list drawn up by an international juridical body. They shall not be able to perform other duties within the Institute during their term of office.

3. The Appeals Board may be asked to deal only with:

(a) a decision which implicitly or explicitly rejects a claim, as laid down in Article 1;

(b) requests for stay of execution of an act or for provisional measures, provided that the appellant establishes the urgency and necessity for such stay of execution or for such provisional measures. The Appeals Board shall decide without delay upon the degree of urgency and necessity and, in the case of acceptance, it shall rule on the request for suspension or on the said measures without prejudging the substance of the dispute.

4. The Appeals Board shall draw up its Rules of Procedure, which must be approved by the High Council. The Rules shall define both the role of the Board and the conditions governing its activities.

5. The parties may, within the limits and conditions laid down in the Rules of Procedure, be represented at the Appeals Board by a person of their choice.

6. The Institute shall bear its own costs. However, the Board may order a party to pay costs which it considers that party to have unreasonably or vexatiously caused the opposite party to incur.

7. The Appeals Board shall have its seat in Florence.

TITLE II

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

Article 3

The tax on salaries and emoluments paid to the President, the Secretary, members of the Teaching Staff and other Administrative Staff of the Institute, as instituted by Article 12(1) of the Protocol on the Privileges and Immunities, shall be determined under the conditions and collected according to the procedure laid down in these Common Provisions.

Article 4

The following shall be liable to the tax:

(a) the President and the Secretary;

(b) holders of full-time and part-time contracts covered by the Conditions of Employment of Teaching Staff;

(c) employees covered by the Service Rules for Administrative Staff.

Article 5

1. The tax shall be payable each month on salaries and emoluments paid by the Institute to each person liable.

2. 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.

3. The family allowance and social benefits listed below shall be deducted from the basic taxable amount:

(a) family allowances:

- household allowance,
- dependent child's allowance,
- education allowance,
- allowance on the birth of a child;

(b) social assistance;

(c) allowances paid on account of occupational disease or accident;

(d) that part of any payment which represents family allowances.

The amount to be deducted shall be calculated, with due regard, where appropriate, to Article 7.

4. Subject to Article 7, an abatement of 10 % for occupational and personal expenses shall be made from the amount obtained by applying the provisions of paragraphs 1, 2 and 3.

An additional abatement equivalent to twice the amount of the allowance for a dependent child shall be made for each dependent child of the person liable as well as for each person treated as a dependent child pursuant to Article 2 of Annex VII of the Staff Regulations (or of the Conditions of Employment of Teaching Staff).

5. Deductions from remuneration of persons liable on account of pensions and retirement allowances or of social security shall be deducted from the basic taxable amount.

Article 6⁴⁴

The tax shall be calculated, subject to Article 5, on the taxable amount obtained by applying Article 5 disregarding any amount less than €19.91 and by applying the rate of:

- 8.00 % to amounts between 19.91 and 351.46 Euros.
- 10.00 % 351.47 and 484.09 Euros.
- 12.50 % 484.10 and 554.79 Euros.
- 15.00 % 554.80 and 629.97 Euros.
- 17.50 % 629.98 and 700.67 Euros.
- 20.00 % 700.68 and 769.21 Euros.
- 22.50 % 769.22 and 839.94 Euros.
- 25.00 % 839.95 and 908.48 Euros.
- 27.50 % 908.49 and 979.18 Euros.

⁴⁴ Note: A corrective factor applying the adjustments of basic salaries adopted after the establishment of the tax rates shall be applied to the amounts covered by this Article. On 1 January 2015 the corrective factor is 5.5609.

- 30.00 % 979.19 and 1 047.72 Euros.
- 32.50 % 1 047.73 and 1 118.45 Euros.
- 35.00 % 1 118.46 and 1 186.99 Euros.
- 40.00 % 1 187.00 and 1 257.69 Euros.
- 45.00 % to amounts above 1 257.70 Euros.

Article 7

Where salaries and emoluments are subject to a corrective factor:

- the amount of each of the elements included in the calculation of the tax, except deductions made from the remuneration of persons liable on account of pensions and retirement allowances or of social security, shall, for the application of the provisions of this Title, be obtained by applying the corrective factor to the amount of this element as calculated before applying any corrective factor to the remuneration;
- the amount of abatements mentioned in Article 5(4) shall be obtained by applying the corrective factor to the amount of the abatements as calculated before applying any corrective factor to the remuneration;
- the amounts of income shown in Article 6 shall be subject to the corrective factor.

Article 8

1. By way of derogation from Articles 5 and 6:

(a) the sums paid:

- as compensation for overtime,
- for work of a particularly arduous nature,
- for exceptional services,

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 contract holder or employee concerned;

(b) payments made on account of termination of service shall be taxed, after applying the abatements laid down in Article 5(4), at a rate equal to two-thirds of the ratio existing, at the time of the last salary payment, between:

- the amount of tax payable and
- the basic taxable amount as defined in Article 5.

2. Application of the provisions of this Title shall not have the effect of reducing salaries and emoluments of any kind paid by the Institute to an amount less than the minimum subsistence rate laid down in Article 6 of Annex VII of the Staff Regulation.

Article 9

1. Where the taxable amount covers a period of less than one month, the rate of the tax shall be that which is applicable to the corresponding monthly payment.
2. Where 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.
3. The daily remuneration of the holder of a part-time contract with the Institute shall be taxed at the rate of one-thirtieth of the tax calculated, in accordance with Article 6, on the basis of the monthly remuneration on which this daily remuneration was calculated pursuant to Article 54 of the Conditions of Employment of Teaching Staff.
4. Corrective payments not related to the month during which they were paid shall be subject to the tax to which they would have been subject had they been made at the proper time.

Article 10

Tax shall be collected by means of deduction at source. The amount shall be rounded down to the lower cent.

Article 11

The tax proceeds shall be entered as revenue in the budget of the Institute.

Article 12

The High Council shall adopt any provisions necessary for the application of this Title.

Article 13

The provisions of this Title may also apply:

- to the Auditors referred to in Article 23 of the Convention;
- to the arbitration body referred to in Article 29 of the Convention.

TITLE III⁴⁵

SPECIAL REIMBURSEMENT FOR EXCEPTIONAL EDUCATIONAL EXPENSES

Article 14⁴⁶

In duly justified cases staff members who are entitled to the expatriation allowance may receive a special reimbursement for educational costs of up to twice the amount referred to in Article 3 (1) third paragraph of Annex VII to the Staff Rules and to the CETS.

This special reimbursement is subject to the condition that the children of the staff member in question attend either a non-Italian school in Florence or an establishment of primary, secondary or higher education away from the family home. It will be calculated separately for each child.

⁴⁵ HIGH COUNCIL DECISION N. 2/2019 of 7 June 2019.

⁴⁶ *Idem*.

The special reimbursement is granted by a specific decision adopted by the Appointing Authority. The further modalities are stipulated by general implementing provisions to be adopted by the Appointing Authority.