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

SAFEMED and BCSEA

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1. Definitions

Participants are individuals invited by EMSA to attend events organized under the framework of ENP countries projects. An individual is considered a "participant" if he/she has received a personal invitation letter for each session of the training or event, whether it takes place online or in person.

Speakers are individuals¹ invited by EMSA to deliver lectures or share their expertise with other attendees at events organized within the framework of ENP countries projects. Speakers are selected based on their professional qualifications and areas of expertise, not on their country of origin.

Events include trainings, meetings, workshops, seminars and other events organised by EMSA.

Place of departure refers to the participant's place of employment, as communicated either by the designated focal point or by the participant.

2. Reimbursable expenses

2.1 General provisions

Participants in the events shall be entitled to:

- 1. A per diem per each necessary overnight stay;
- 2. Return flight tickets from the place of departure to the place of the EMSA event;
- 3. Reimbursement of the visa costs and related medical insurance:
- 4. Reimbursement of costs incurred in the process of obtaining entry and/or transit visa such as, travel and accommodation.
- 5. Reimbursement of travel costs to or from the departure airport, if the distance from the place of residence or place of employment to the airport exceeds 50 km (one way).

Expenses will be reimbursed provided that:

- the participants have received a nominative invitation letter from EMSA prior to each session of the event;
- the invitation letter specifically foresees reimbursement of expenses by EMSA;
- the participants will not receive a similar reimbursement or allowance from any other organization or individual for the same event.

Participants are reminded that EMSA is EMAS and ISO 14001 certified and promotes adherence to these frameworks. When making their travel choices, participants are encouraged to favour greener alternatives. For example, direct flights should be favoured where available, trains should be used when they are an efficient alternative to air travel and travel by road should preferably be done by zero- or low-emission vehicles, and by car sharing, when feasible.

2.2 Derogation

The Authorising Officer at EMSA may authorise a derogation from the provisions of these rules in duly justified cases. Travel and other costs will then be assessed on a case-by-case basis, and the Authorising Officer will use discretion to establish an acceptable amount for reimbursement.

Any costs that are considered excessive may be rejected by the EMSA Authorising Officer.

¹ Unless specified otherwise all references to participants shall be applicable to speakers as well.



3. Travel to the place of the EMSA event

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

3.1 Tickets bought by EMSA

When the tickets are booked and paid by EMSA, the participants will be provided with a return flight ticket for the journey between the nearest airport² from the participant's place of departure, and the place where the EMSA event is held. The flights shall not be changed by the participants without prior approval by EMSA. Any costs due to change of flight(s) without prior approval by EMSA shall be borne by the participant.

3.2 Tickets bought by the participant or by participant's administration

When participants choose to book their own flight tickets, they must inform EMSA in advance. In such cases, EMSA will provide a comparative quotation from its travel agency. Reimbursement will be made upon submission of the relevant invoices or receipts, up to the maximum amount indicated in the comparative quotation. This quotation will be communicated to participants well in advance of the travel and, in any case, before the ticket is purchased. Reimbursement will never exceed the actual amount paid by the participant.

Reimbursement will be limited to the cost of travel between the nearest airport to the location specified in the participant's invitation letter and the location of the EMSA event (the "regular route").

If a participant chooses to travel a different route or itinerary (for personal reasons) to or from a location other than the designated place of departure (an "exceptional route"), this may be permitted and reimbursed by EMSA, provided it does not interfere with the participant's full attendance at the EMSA event, does not exceed the maximum amount communicated in advance by EMSA, and does not result in additional per diems compared to the regular route.

3.3 Travel to the airport

EMSA will cover travel expenses to and from the airport if the distance exceeds 50 km and these costs are not already included in the per diem, as outlined in Chapter 5.

- For travel by car, reimbursement will be calculated at a rate of EUR 0.28 per kilometre, based on distances calculated in Google maps.
- For travel by public transport, reimbursement will be based on the actual ticket price.
- Parking costs are not reimbursed.
- Taxi or airport/hotel shuttle fares are not reimbursed.

4. Accommodation

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

Should a participant wish to extend their stay for personal reasons, they shall be responsible for booking and paying for the additional overnights.

When participants book and pay for their own accommodation, they will receive the full per diem for the overnight stays required for the event.

² Or, the most convenient airport given the flight schedules and connections available.



4.1 Overnight stay during the travel

If travel arrangements require a stopover of at least six hours during the night between 8:00 PM and 8:00 AM local time, participants are entitled to reimbursement equivalent to one accommodation allowance as a flat rate, based on the rate applicable in the country where the stopover occurs.

The applicable accommodation allowances are those published <u>EU Funding & Tenders Portal</u>³ on the first day of the EMSA event.

5. Per diem

A per diem is granted to participants to cover all local expenses related to their participation in events organized under the ENP Projects. Per diems are paid as flat rate amounts for each necessary overnight stay required for the event and are intended to cover accommodation, meals, and local transportation (including bus, tram, metro, taxi, parking, etc.).

The applicable per diem rates are those published in the <u>EU Funding & Tenders Portal</u> on the first day of the EMSA event.

6. Visa and medical insurance

Once their participation is confirmed, participants must ensure they obtain the necessary entry and/or transit visa to attend the EMSA event. Upon request, EMSA will contact the relevant embassy to support the visa issuance process.

Visa and required medical insurance costs will be reimbursed only upon submission of an electronic copy of the relevant receipt or invoice. To allow sufficient time for processing, participants are requested to submit these documents in advance.

The visa and medical insurance must cover the entire duration of the required travel period.

Medical insurance will only be reimbursed if it is a mandatory requirement for obtaining a visa. Nevertheless, participants are strongly encouraged to have valid medical insurance to ensure coverage in the unlikely event of illness, as EMSA cannot reimburse any medical expenses. Participants are also advised to carry proof of medical insurance with them throughout the entire duration of their stay related to the event. This may be private insurance or, for EU participants, a European Health Insurance Card.

7. Travel and accommodation expenditure to obtain Visa

Expenses incurred for travel and accommodation in connection with visa application and/or collection shall be reimbursed subject to the following conditions:

- Reimbursement will be provided for up to two round trips undertaken for the purpose of obtaining a visa.
- In no event shall the aggregate costs of travel and per diem for obtaining the visa exceed EUR 1,000, and reimbursement shall be strictly limited to this maximum amount.

7.1 Travel by air

EMSA will provide participants with a flight ticket for the journey between their place of departure and the location of the relevant embassy. Alternatively, participants may purchase the ticket themselves, subject to prior notification to EMSA. Reimbursement will be made in accordance with the provisions of Chapter 3 upon submission of tickets and invoices (or, in the case of online bookings, a printout of the electronic reservation).

³ The rates are in the Model Grant Agreement (MGA) document under this link. The rates may vary over time and be subject to periodic revision. The latest published rates will be used.



7.2 Travel by public transport or by car

If air travel is not necessary, participants are responsible for arranging travel by public transport (first-class train or bus).

If no train or bus service is available, return car travel will be reimbursed at a rate of EUR 0.28 per kilometre. If the distance between the departure location and the visa application location is less than 50 km (calculated using Google maps), the visa application will be considered as taking place at the participant's place of employment or residence, and no travel expenses or per diem payments will be reimbursed.

7.3 Accommodation expenditure to obtain Visa

When an overnight stay is required at the location where the visa is issued, participants are entitled to the applicable per diem rate for that country. In such cases, they are responsible for arranging their own accommodation.

Overnight stays exceeding two nights for one round trip require prior approval from EMSA. Without such approval, per diem reimbursement will be automatically limited to a maximum of two nights.

8. Reimbursement procedure

8.1 Information

Participants will be informed in advance of the applicable rules, procedures, per diem rates, and any required forms

8.2 Proof of attendance

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

8.3 Reimbursement requests

Participants requesting reimbursement of expenditure for the first time by way of bank transfer are requested to forward a duly completed **Identification Form**, available at <u>Business partners – legal entities and bank accounts – European Commission</u>. Participants are obliged to submit reimbursement requests, duly completed, and including all requested supporting documents, within **30 days after the end date of the EMSA event**. If requests for reimbursements and/or supporting documents have not been received **at the latest 3 months** after the end date of the event the request shall be rejected and EMSA will not reimburse the related expenditure.

8.4 Payment

The reimbursement of eligible expenditure to participants shall be made after the event following the submission of a duly completed and signed reimbursement form4 and if all supporting documents are compliant with EMSA rules. The reimbursement is made by bank transfer5, in Euro, to the participant's designated bank account.

EMSA will make any conversion between the Euro and another currency at the daily Euro exchange rate published in the Official Journal of the European Union, or failing that, at the monthly accounting exchange rate, as established by the European Commission and published on the website indicated below, applicable on the day of the invoice or receipt date.

http://ec.europa.eu/budget/contracts_grants/info_contracts/inforeuro/inforeuro_en.cfm

Should the nominating administration⁶ deem that the attendance of the participant to the event is dependent on an advance payment of the per diems (for instance, in case of events lasting more than 5 days), the administration will

⁴ EMSA will provide a pre-filled reimbursement form.

⁵ Payment by cheque will be permitted only in exceptional cases where a bank transfer is not possible for justified reasons. Each request will be evaluated by EMSA on a case-by-case basis.

⁶ ENP project focal point or their alternate.



make a written request to EMSA at least 10 working days before the event start date. EMSA will assess the possibility of issuing an advance payment ⁷ on a case-by-case basis.

Participants (or their nominating organisation) must repay EMSA any amounts paid in error and return any advanced reimbursement for costs that are later found to be ineligible. For example, in cases where participants have received per diem payments in advance but did not attend the event for reasons that cannot be considered force majeure, the amount paid must be paid back.

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

Information on available remedies may be found at EMSA website: http://www.emsa.europa.eu/emsa-homepage/156-uncategorised/1512-remedies.html

EMSA has the right to recover any overpayment within 5 years from the date of the payment (bank execution date).

9. Force majeure

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

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

10. Liability

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

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

11. Applicable rules

The reimbursement rules applicable to participants shall be those in effect on the date of the invitation letter.

⁷ Advance payment is subject to submission of duly completed Annex II



Annex I - Derogation to EMSA

To be copied to the official letter head of the employer

DEROGATION TO EUROPEAN MARITIME SAFETY AGENCY

Subject:	[INSERT THE TITLE AND DATES OF THE EVENT or PERMANENT DEROGATION FOR CALENDAR YEAR $20XX^8$]
	we hereby authorise the European Maritime Safety Agency to pay the travel costs and per diems bove-mentioned meeting(s) directly to the private bank account of Mr/Ms
Signature	
[Name of the a	uthorised person]
[Title of the aut	horised person]
[Date]	

⁸ Participants may request a permanent derogation for all EMSA meetings for one calendar year at a time. Participants must however attach the permanent derogation as a supporting document for each reimbursement request.



Annex II - Declaration on advance payment

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

I further agree that if I am unable to participate in this event, but the payment has already been transferred to my bank account, I will reimburse the full amount within the deadline specified in the debit note issued by EMSA. Any bank charges incurred will be my responsibility. I also confirm that I have been informed that failure to reimburse EMSA by the specified deadline may result in the recovery or offsetting of this amount from my administration.

	 -
[Location and Date]	
[Name]	_

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

European Maritime Safety Agency

EMSA

Praça Europa 4

Tel +351 21 1209 200 Fax +351 21 1209 210

1249-206 Lisbon, Portugal

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