

# **Rules on Reimbursement of Participants in Events organised under the Instrument for Pre-Accession (IPA) Projects financed by the European Commission**

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# 1. Definitions

**Participants** are individuals invited by EMSA to take part in events organized within the framework of the IPA countries projects. A person is considered an 'invited participant' if he/she receives a personal invitation letter for each session of the training or event, regardless of whether it is held online or in person.

**Speakers** are individuals<sup>1</sup> invited by EMSA to deliver lectures and/or share their expertise with other participants at events organized within the framework of the IPA countries projects. Speakers will be selected based on their expertise or role, regardless of their country of origin.

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

**Beneficiary countries** currently are Albania, Bosnia-Herzegovina, Montenegro, Serbia and Türkiye. Beneficiary countries may change with the future Contribution Agreement between DG NEAR as Contracting authority and EMSA as implementing body.

**Place of departure** refers to the participant's place of employment, located in a beneficiary country, an EU Member State, or an EEA country, as communicated either by the designated focal point or by the participant.

**Place of return** is in any of the beneficiary countries, an EU Member State or an EEA country.

# 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 (or other eligible travel costs) from the place of departure to the location of the EMSA event;
3. Reimbursement of travel costs to or from the departure airport if the distance from the place of departure 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 organisation 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.

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.

## 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.

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<sup>1</sup> Unless otherwise specified, all references to participants shall also apply to speakers.

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

### 3. Travel expenses

All travel arrangements shall be arranged and paid by the participants themselves. EMSA will reimburse the expenses after the event has taken place.

Participants shall be entitled to the reimbursement of their travel expenses from the place of departure to the place where the event is held and back to the place of return, by the most appropriate means of transport given the distance involved.

Participants have the responsibility to arrange their travel using the most economical fares given the timetable of the event.

Travel expenses shall be reimbursed on the following basis:

- A. Cost of travel by plane in economic class, at the lowest available rate;
- B. Cost of one cabin bag and one hold bag, when not included in the flight price;
- C. Cost of travel by train in first class, at the lowest available rate;
- D. Cost of travel to and from an airport, or between terminals of airports, only when public transport (e.g., bus, train, metro) is used. Taxi or airport/hotel shuttle fares are not reimbursed;
- E. Cost of travel by car to/from airport will be reimbursed when the distance is greater than 50 km (calculated in Google maps) and no public transport is available, or if the car is the only practical means of getting to the airport. Use of a private car is reimbursed at the rate of EUR 0.28 per km (calculated in Google maps). Motorway toll charges shall be reimbursed separately on presentation of supporting documents. Parking fees at the airport will not be reimbursed;
- F. Cost of travel by private car will be reimbursed when used to reach place where the event is held as an alternative to plane, train, or bus. Use of private car is reimbursed at the rate of EUR 0.28 per km (calculated in Google maps). Motorway toll charges shall be reimbursed separately on presentation of supporting documents. Parking fees at the place of the event will not be reimbursed;
- G. Extra costs such as those listed below:
  - travel agency fees
  - fees on CO<sub>2</sub> emission contribution
  - fees on SMS confirmation on flights
  - fees on seat reservations on flights
  - fees on supplements for high-speed trains

shall be reimbursed up to a total maximum amount of EUR 40.00. Nevertheless, the maximum amount for travel agency fees is EUR 30 excluding any additional credit card fees.

#### 3.1 Prior agreement on travel costs

A prior written agreement by EMSA shall always be obtained by the participant when

- A. The price of travel may exceed EUR 1,000.00;
- B. Business class will be used;
- C. Place of departure and/or return is outside beneficiary countries, and EU Member State or EEA country;
- D. Arrival at the event is more than two days prior to the first day of the event and/or more than two days after the last day of the event.
- E. Route to EMSA event includes stop overs in other countries/cities for participant's own business/private reasons on the same flight ticket.

Failing prior written agreement, only the following will be reimbursed by EMSA:

- A. Travel costs (excluding any travel agency fee) will be limited to EUR 1,000
- B. The flight costs will be limited to EUR 60% of the business class ticket price (excluding any travel agency fee), or to EUR 1,000 whichever is the lowest amount.

C-D Travel costs (excluding any travel agency fee) will be limited to EUR 1,000

E. When the flight ticket does not separate the price for each leg, the reimbursable flight costs will be pro-rata of the number of stopovers. (As an example: EMSA meeting in Lisbon and one stop-over in Brussel, EMSA will reimburse 50% of the flight ticket, EMSA meeting in Lisbon and two stopovers, one in Paris and one in London, EMSA will reimburse 33% of the flight ticket). This amount will be further limited to EUR 1,000, when applicable.

A derogation may be granted by the EMSA authorising officer in any justified cases (please refer to Chapter 2.2).

## 3.2 Supporting documents on travel costs

For the purposes of travel expenses reimbursement, the actual cost of the tickets paid by the participant shall be considered. For this purpose, the participant is requested to provide the relevant supporting documents as to the actual price of the ticket for the journey in question.

The calculation of reimbursable costs shall be based on the provisions in Chapter 3 above, depending on the mode of transportation used.

For the purposes of evidencing the exact price of the ticket and the amount of the handling fee, evidentiary documentation (e.g., travel agency invoice, electronic ticket, train/bus receipts, motorway toll charges) needs to be provided.

## 3.3 Travel route

The amounts to be reimbursed shall be limited to the costs for the route between the place of departure, the place where the event is held and the place of return.

Place of return after the event can be different than place of departure.

Both place of departure and place of return must be in the beneficiary countries, EU Member State or in EEA country.

# 4. Per diem

A per diem is granted to participants to cover all local expenses related to their participation in events organized under the IPA 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 [EU Funding & Tenders Portal](#)<sup>2</sup> on the first day of the EMSA event.

Hotel accommodation for participation in EMSA events shall be arranged and paid directly by the participant. The per diem covers accommodation; hence participants do not have to present any hotel invoices to EMSA.

# 5. Reimbursement procedure

## 5.1 Documents

Participants shall be reimbursed following e-submission of all necessary documents via the EMSA Event Registration Tool (online registration) available at <https://extranet.emsa.europa.eu/e-register/access>.

Credentials to log-in are provided in the invitation letter.

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<sup>2</sup> 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

Document(s) providing the cost, the itinerary, the dates and the class of the travel (e.g. e-ticket receipt, copy of the travel agency invoice) shall be submitted:

1. Document(s) providing the cost of public transport for travel to and from an airport or between terminals of airports when public transport, such as an airport bus, metro or train, is used (e.g. copy of the ticket, ticket receipt);
2. Document(s) providing the cost of motorway toll in case of travel by private car. Please refer to Chapter 3;
3. Any extra document(s) for costs listed under Chapter 3, to be shown separately.

Participants requesting reimbursement of expenses for the first time, are required to complete also:

4. **Identification Form**, available at [Business partners – legal entities and bank accounts - European Commission](https://extranet.emsa.europa.eu/e-register/events). Derogation from participant's employer if payment is requested to be executed to the participant's private bank account. Please refer to the template in Annex II. The template is also available at <https://extranet.emsa.europa.eu/e-register/events>.

Participants shall only be reimbursed provided that participation is evidenced by the signature of the participant on the attendance list available on all days of the event.

## 5.2 Deadline for Reimbursement requests

Participants who requested reimbursement via the EMSA Event Registration Tool are obliged to submit the above-mentioned documents within **30 days after the end date of the event**. If requests for reimbursements and/or supporting documents have not been received the latest **3 months after the end date of the event** the request shall be rejected and EMSA will not reimburse the related expenditure.

# 6. Payment

Payments shall be executed by bank transfer in Euro to a single bank account within 30 days from receipt of all supporting documents required.

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: <https://www.emsa.europa.eu/contact/advanced-search/item/1512-remedies.html>

Participants (or their nominating organisation) must repay EMSA any amounts paid in error for costs that are later found to be ineligible.

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

## 6.1 Currency of payment

Payments shall be made in Euro.

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

## 7. 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 the Agency for the expenses incurred. Similarly, if the participant is forced to stay an extra night for reasons outside his/her control, the extra costs which are not refunded by another source shall be reimbursed.

*Force majeure* shall mean any unforeseeable and exceptional situation or event beyond the control of EMSA or the participant 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.

## 8. 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 car the owner, holder and 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 car may be subject to a claim against EMSA.

## 9. Applicable rules

Rules applicable for the reimbursement of participants will be those in force at the date of the invitation letter.

## Appendix A 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<sup>3</sup>]

With this letter we hereby authorise the European Maritime Safety Agency to pay the travel costs and per-diems related to the above-mentioned meeting(s) directly to the private bank account of Mr/Ms .....

Signature

[Name of the authorised person]

[Title of the authorised person]

[Date]

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<sup>3</sup> 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.

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