

Reimbursement of travel and subsistence expenses for recruitment candidates and trainees

Policy

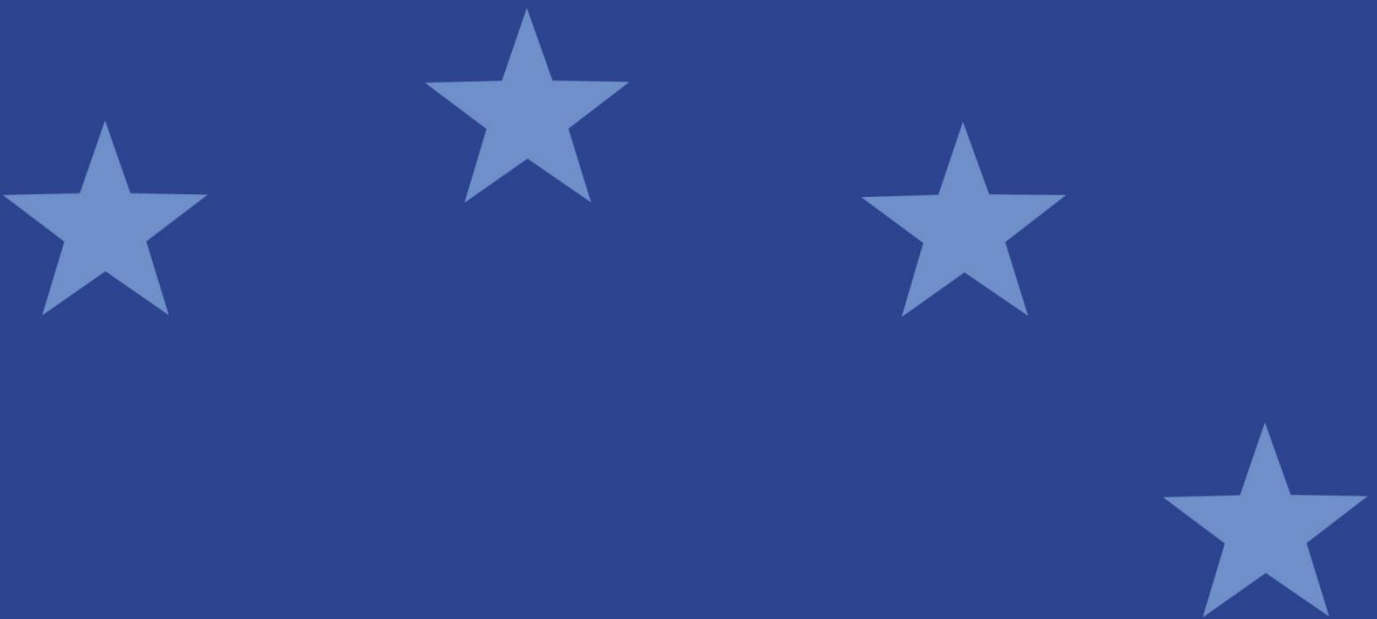


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1 Document information and approval

Document information			
Version:	1.0	Document number:	ESMA63-46-716
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Repeals:	ESMA/2016/MB/110 – Reimbursement of travel and subsistence expenses for external persons (sections on candidates and trainees)		

2 Introduction

The document defines the general provisions on financial contributions (travel and subsistence expenses) for the following:

- (1) Candidates (“recruitment candidates”), invited to ESMA’s interviews/written tests of a selection procedure or to a medical examination (pre-employment medical checks) in relation to their employment at ESMA; and
- (2) Trainees joining or leaving ESMA.

3 Purpose and scope

The objective of the document is to detail the reimbursement rules applicable to recruitment candidates and trainees.

4 Policy statements

4.1 General provisions

A financial contribution shall be granted towards travel and subsistence expenses for recruitment candidates and trainees recruited by ESMA, subject to the general conditions set out below.

Point of departure:

- (1) The place of residence or place of current employment from which travel costs are reimbursed shall be specified in the letter of invitation issued by ESMA.
- (2) If the place of residence and the place of current employment are in the same country, the place of residence will be taken as a point of departure. If the place of residence and the current place of employment are in different countries, the shortest distance to the place of meeting/venue will be taken as the point of departure.

Travel expenses:

- (3) Travel expenses are not reimbursed where the distance specified in the invitation and the place of the meeting is **less than 50km**.
- (4) For reimbursement purposes, the travel distance within the meaning of these rules is determined by the recommended road distance, as calculated by the Michelin route planner Via Michelin (www.viamichelin.com).
- (5) Travel expenses are reimbursed based on the most appropriate means of transport and economical travel rates given for the distance involved.
- (6) For travel by air, rail and ship, an economy/second class ticket is reimbursed.
- (7) The travel costs reimbursement is based on the actual costs incurred, providing that the most

economical fares have been chosen, up to the set ceiling¹ of:

Km distance between the candidate's place of residence/employment and the place of meeting	Reimbursement ceiling (return travel)
< 50 km	0
> 50 km	800 EUR

- (8) The cost of travel by private car will be reimbursed at the same rate as a rail ticket unless the route is not served by a train, in which case it shall be reimbursed at the rate of 0.28 EUR per km, calculated according to the recommended² and standard route. For reimbursement purposes, supporting documents (e.g. petrol/motorway toll bills), proving the travel on the specific day, must be provided, although none will be reimbursed.
- (9) Taxi fares including private taxis (Uber etc.), fees for car rental, parking fees, local transports or any other costs will not be reimbursed.
- (10) Travel expenses are reimbursed on presentation of supporting documents: travel tickets, invoices or, in the case of online bookings, the printout of the electronic reservation and boarding card for the outward journey. The documents supplied must show the name of passenger, the class of travel used, the departure and arrival time and the amount paid.

Other:

- (11) In case of “online interviews/meetings”, with no travelling involved, no allowance or contribution will be reimbursed.
- (12) ESMA’s responsible authorising officers shall monitor closely any requests for reimbursement involving abnormally expensive flights. They shall have the right to carry out any checks that might be needed and to request any proof from the recruitment candidate/trainee required for this purpose. They shall also have the right, where it appears to be justified, to restrict reimbursement to the rates normally applied to the usual journey from the recruitment candidate’s/trainee’s place of residence/employment to the meeting place.
- (13) Recruitment candidates/trainees shall declare on their honour that they are not receiving similar allowances or reimbursement from any other source for the same visit. This declaration will be made via the ESMA request of reimbursement form.
- (14) All reimbursements of travel expenses, daily allowances and/or accommodation allowances for a single trip shall be made to one bank account only.

¹ The above-mentioned ceiling shall apply only for invitations which are sent at least 2 weeks in advance of the planned interview/pre-employment medical examination (the invitation letter serves as a proof). If the invitation is sent at short notice (less than 2 weeks), no ceiling for the travel expenses shall apply.

² By the Michelin route planner Via Michelin (www.viamichelin.com).

4.2 Detailed provisions

4.2.1 Recruitment candidates

- (1) General provisions on financial contributions (Article 4.1) shall apply to the reimbursement of recruitment candidates.

Point of departure:

- (2) A candidate shall be reimbursed for travel costs directly emerging from an invitation for interview/written test or pre-employment medical examination. If an invitation was sent during the candidate's holidays or business trip, the supporting documents justifying it need to be provided (e.g. earlier booking reference).

Travel expenses:

- (3) In exceptional and duly justified cases, a candidate, who takes a different route (due to an incompatibility between the times specified in the letter of invitation and transport timetables) or opts for an extended stay, can only be reimbursed provided that he/she shows that the deviation from the standard route had no adverse economic effect and that the itinerary chosen was still in accordance with the principle of economical fare (a price comparison and justification to be provided).

Daily subsistence allowance:

- (4) A daily subsistence allowance is granted when the distance between the place of residence/current employment and the place of meeting/venue is **more than 50 km**. It is paid (as a flat rate) per day of interview and shall cover expenses such as meals and/or costs of local transport (bus, tram, metro, taxi, parking, toll motorway, airport transfers, etc.).
- (5) The amount of daily subsistence allowance is of **60 EUR** per day of interview. If a candidate decides to extend his/her stay with additional days, no additional daily subsistence allowance for extra days will be granted.

Accommodation allowance:

- (6) An accommodation allowance is granted in cases when the distance between the place of residence/current employment and the place of meeting/venue is **more than 150 km** and when the recruitment candidate must stay overnight because of incompatibility between the times specified in the letter of invitation and transport timetables.
- (7) The accommodation allowance is paid upon presentation of supporting documents (a hotel invoice/bill). The accommodation allowance is paid only for the room rate (including also breakfast and any compulsory local taxes). No other items invoiced by the hotel are reimbursable (e.g. mini bar, laundry, other meals apart from breakfast, etc.).
- (8) The accommodation allowance is based on the reimbursement of actual costs incurred, up to the set ceiling of **180 EUR per night**.
- (9) One-night accommodation allowance is granted per day of interview. If a candidate decides

to extend his/her stay with additional nights, no additional accommodation allowance for extra night(s) will be granted.

4.2.2 Trainees joining/leaving ESMA

- (1) General provisions on financial contributions (Article 4.1) shall apply to the reimbursement of trainees for their taking up / leaving the traineeship at ESMA.

Travel expenses:

- (2) Recruited trainees shall be entitled to the reimbursement of travel expenses, at the beginning and end of the traineeship period. Extra luggage costs may be also reimbursed.

Other:

- (3) No daily subsistence or accommodation allowances are applicable for trainees on taking up / leaving the traineeship at ESMA.
- (4) Cost-free trainees are not entitled to any financial compensation whatsoever from ESMA.

5 Payments

- (1) The payment order shall be drawn up based on a request for reimbursement, duly completed and signed by the recruitment candidate/trainee and endorsed by the ESMA's responsible for certifying the external person's presence.
- (2) Recruitment candidates/trainees must provide ESMA with the documents necessary for their reimbursement by email only, to the designated email address mentioned in ESMA's request for reimbursement form, no later than 30 calendar days after the final day of the meeting. The completed file should consist of:
 - a duly filled-in request for reimbursement;
 - if applicable, a legal entity form (LEF) and a financial identification form (FIF); and
 - scanned supporting documents for reimbursement (and if necessary, any additional justification). Although ESMA accepts scanned supporting documents, it still reserves the right to ask for originals, which must be kept by the recruitment candidate/trainee, at least until the reimbursement has been fully processed by ESMA.
- (3) ESMA aims at reimbursing the recruitment candidate/trainee within 30 calendar days from the reception by ESMA of the completed reimbursement request.
- (4) Failure to comply with Article 5 (2) above will absolve ESMA from any obligation to reimburse travel expenses or pay any allowances.
- (5) Amounts due under the above rules shall be paid by a bank transfer in euro. Amounts shall be converted by means of the monthly conversion rates fixed by the European Commission³.
- (6) Payments to accounts outside the eurozone may be subject to exchange rate variations and the account holder may be subject to shared costs for bank charges.

³ http://ec.europa.eu/budget/contracts_grants/info_contracts/infoeuro/index_en.cfm

6 Liability

- (1) ESMA shall not be liable for any material, non-material or physical damage suffered by invited recruitment candidates/trainees or those responsible for accompanying them (such as the case for a disabled person) in the course of their journey, unless such harm is directly attributable to ESMA.
- (2) Where, considering any expenses incurred by disabled persons as a result of their disability or any person accompanying them, the allowances provided for in this policy appear to be clearly inadequate, the additional expenses may be reimbursed by ESMA upon presentation of supporting documents.

7 Awareness campaign

This policy will be published externally (on ESMA's website) and also internally (on ESMA's Intranet).

8 Data protection

- (1) ESMA shall process all data contained in the declarations and documents pursuant to Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.
- (2) The Executive Director is the data controller in accordance with Article 3(8) of Regulation (EU) 2018/1725.
- (3) Questions regarding the nature as well as any further element of this processing operation can be sent to the following email address: ethics@esma.europa.eu.

9 Date of effect

The above provisions shall apply as from 1 July 2020 and the next revision of the document is due in five years' time, or as necessary.