Staff Regulations of the African School of Regulation

The Managing Board of the African School of Regulation,

Having regard to The Statute establishing the African School of Regulation.

Whereas:

a) The African School of Regulation (hereafter: the 'School') aims at undertaking capacity building and applied research activities on energy regulation in Africa, at providing advisory support on energy regulation to African countries, at developing a repository of knowledge for those interested in the African energy sector, collaborating with academic institutions and reputable organisations in Africa to undertake capacity building activities on energy regulation, at fostering international collaboration in energy policy and regulation within Africa and around the world, and at enhancing public awareness and understanding of energy-related issues affecting the African continent.

b) The Staff Regulations of the School shall reflect its objectives, nature, administrative structure and budgetary specificities, while providing a conducing framework for attracting, recruiting and maintaining highly qualified staff, drawn from the broadest possible geographical basis, mostly from Africa.

c) The School shall maintain an inclusive working environment where opportunities in recruitment, selection, training, development and promotion shall be based only on individual merit and where staff does not face 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.

d) The working condition at the School should promote a healthy work-life balance, having consideration to the proper functioning of the School.

e) The School shall adopt and maintain a remuneration policy which aims at recruiting staff members of the highest calibre appropriate to its requirements and at retaining them, with due consideration for the evolving mission and circumstances of the School and staff members' career interests, as well as for the labour market in Africa.

f) The School shall motivate staff members to perform to the best of their ability, by providing levels of compensation that are equitable internally and competitive externally. In achieving these objectives, the School shall have due regard to costs and available funding, bearing in mind the responsibility of the School to its stakeholders.

g) The School shall establish and maintain programmes to promote the health and well-being of staff members.

h) Function groups, grading and basic salaries at the School shall be in line with those in similar organisation, and in particular at the European University Institute, taking into account the different setting in which the School is established.

i) During the period over which the School is hosted by the African Capacity Building Foundation (ACBF), the staff of the School shall be considered as staff of the 'ASR Programme" within the ACBF and, during such period, any reference to the staff of the School in these Staff Regulations shall be read as a reference to the staff of the ASR Programme within ACBF.

Has adopted the following Staff Regulations of the African School of Regulation

TITLE I
GENERAL PROVISIONS

Article 1.
Scope and application

1. These Staff Regulations embody the conditions of service, rights and obligations of the staff of the African School of Regulation (hereafter: the 'School'). They provide the broader principles that guide the application and administration of human resources policies.

2. These Staff Regulations shall apply to all staff members of the African School of Regulation (hereinafter "staff members").

3. The Managing Board and the Director shall ensure compliance with these Staff Regulations and ensure that there is consistency in their application.

Article 2.
Non-discrimination and equal opportunities

1. In the application of these Staff Regulations, 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. For the purposes of these Staff Regulations, non-marital partnerships shall be treated as marriage provided that all the following conditions are satisfied:

a. the couple produces a legal document recognised as such by a national or regional authority, acknowledging their status as non-marital partners;
b. neither partner is in a marital relationship or in another non-marital partnership;
c. 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.

3. For the purposes of paragraph 1, a person has a disability if they have a long-term physical, mental, intellectual or sensory impairment which, in interaction with various barriers, may hinder their full and effective participation in society on an equal basis with others. A person with a disability meets the conditions laid down in point (e) of Article 23 if they can perform the essential functions of the job when reasonable accommodation is made. 'Reasonable accommodation', in relation to the essential functions of the job, shall mean appropriate measures, where needed, to enable a person with a disability to have access to, participate in, or advance in employment, or to undergo training, unless such measures would impose a disproportionate burden on the School. The principle of equal treatment shall not prevent the Appointing Authority from maintaining or adopting measures providing for specific advantages in order to make it easier for persons with disabilities to pursue a vocational activity or in order to prevent or compensate for disadvantages in their professional careers.

4. Persons covered by these Staff Regulations who consider themselves wronged because the principle of equal treatment as set out above has not been applied to them, may present a complain according to Article 43(1), presenting the facts from which it may be presumed that there has been direct or indirect discrimination. The onus shall then be on the School to prove that there has been no breach of the principle of equal treatment. This provision shall not apply in disciplinary proceedings.

Article 3.
Obligation of the School vis-à-vis its staff

1. In respecting the essential rights of staff members and in line with the general objectives laid down in this Title, the School shall:

a. institute and maintain appropriate measures to respect the personal privacy of staff members and protect the confidentiality of personal information about them;
b. without prejudice to the provisions of Article 35, Article 36 and Article 41, refrain from any action that would retroactively deprive staff members of compensation in any form for services already rendered;
c. make all reasonable efforts to ensure appropriate protection and safety for staff members in the performance of their duties.

Article 4.
Appointing Authority

1. The Managing Board of the School shall exercise the powers conferred by these Staff Regulations on the Appointing Authority.

2. The Managing Board may delegate relevant appointing authority powers to the Director, defining the conditions under which such delegation of powers shall be exercised.

3. Where circumstances so require, the Managing Board may temporarily suspend the delegation of the appointing authority powers to the Director in favour of itself or delegate them to one of its members or to a staff member other than the Director.

Article 5.
Appointments

1. The instrument appointing a staff member shall be issued by the Appointing Authority and state the date on which the appointment takes effect. This date shall not be prior to the date on which the staff member takes up their duties.

2. The instrument appointing the staff member shall also specify:
   a. that the appointment is subject to the provisions of these Staff Regulations and of the implementing rules giving effects to these Staff Regulations, and to subsequent changes to them that may be made from time to time;
   b. the post to which the appointment relates, the function group, grade and step;
   c. the probation period and notice required during probation to terminate it;
   d. the period of appointment and the notice required to terminate it;
   e. the basic salary;
   f. a brief list of applicable benefits and allowances;
   g. the nationality and home base of the staff member;
   h. any special conditions that may be applicable.

3. No appointment or promotion shall be made for any purpose other than that of filling a vacant post as provided in the Establishment Plan referred to in Article 7. Vacant posts shall be notified to the staff once the Appointing Authority decides that the vacancy is to be filled according to the procedures laid down in Article 24.

4. Appointments shall be made for an initial period of up to three years, renewable for subsequent additional periods of up to two years. Renewals after five years from the initial appointment shall be for an indefinite period.

5. Notwithstanding Article 2 and Article 22(1), the School may reserve some posts to persons of African nationality or origin and shall have the majority of its staff members of African nationality or origin. The Managing Board is empowered to adopt provisions giving effect to this paragraph.

6. A person under the age of 18 shall not be appointed by the School.

Article 6.
Classification of posts

1. The posts covered by these Staff Regulations shall be classified, according to the nature of the duties to which they relate, in an academic function group (hereinafter "AC") and in an administrative function group, which is itself split into an administrator function group (hereinafter "AD") and a support function group (hereinafter "AST").

2. Function group AC shall comprise twelve grades - ASTAC1a, ASTAC1b, ASTAC2 and AC3 to AC11 - corresponding to academic duties. The administrative function group comprise eleven grades, split into the function group AD comprising seven grades – AD5 to AD11 - corresponding to managerial and other administrative duties, and the function group AST comprising four grades – AST1 to AST4 - corresponding to executive and technical duties.

3. Appointment shall require at least:
    a. in function group AC for grades ASTAC1a, ASTAC1b and ASTAC2:
        i. a level of education which corresponds to completed university studies attested by a bachelor degree;
        ii. for ASTAC2 only, relevant academic or professional experience of at least 3 years;
    b. in function group AC for grades 3 to 7:
        i. a level of education which corresponds to completed university studies attested by a master degree;
        ii. a minimum number of years of relevant academic or professional experience as follows:
            - for AC3: no relevant academic or professional experience required
            - for AC4: 2 years;
            - for AC5: 4 years;
            - for AC6: 6 years;
            - for AC7: 8 years;
    c. in function group AC for grades 8 to 11:
        i. a level of education which corresponds to completed university studies attested by a doctoral degree; or
        ii. a level of education which corresponds to completed university studies attested by a master degree and academic or professional experience of at least five years;
        iii. a minimum number of years of relevant academic or professional experience additional to the requirements in points i. or ii. above, as follows:
            - for AC8: 10 years;
            - for AC9: 12 years;
            - for AC10: 15 years;
            - for AC11: 18 years;
    d. in function group AD for grades 5 and 6:
        i. a level of education which corresponds to completed university studies attested by a bachelor degree; or

ii. where justified in the interest of the School, post-secondary professional training of an equivalent level of at least three years, attested by a diploma or certificate;
iii. a minimum number of years of professional experience additional to the requirements in points i. or ii. above, as follows:
- for AD5: 0 years;
- for AD6: 3 years;

e. in function group AD for grades 7 to 11:
i. a level of education which corresponds to completed university studies attested by a master degree; or
ii. a level of education which corresponds to completed university studies attested by a bachelor degree and appropriate professional experience of at least one year; or
iii. where justified in the interests of the School, professional training of an equivalent level of at least three year attested by a diploma or certificate or appropriate professional experience of at least three years;
iv. a minimum number of years of professional experience additional to the requirements in points i., ii. or iii. above, as follows:
- for AD7: 6 years;
- for AD8: 9 years;
- for AD9: 12 years;
- for AD10: 15 years;
- for AD11: 18 years;

f. in function group AST:
i. a level of post-secondary education attested by a diploma; or
ii. a level of secondary education attested by a diploma giving access to post-secondary education, and appropriate professional experience of at least three years; or
iii. where justified in the interests of the School, professional training of at least three years attested by a diploma or certificate or professional experience of an equivalent level of at least three years;
iv. a minimum number of years of professional experience additional to the requirements in points i., ii. or iii. above, as follows:
- for AST1: 0 years;
- for AST2: 3 years;
- for AST3: 6 years;
- for AST4: 9 years.

For the requirement under point i. when the official minimum duration of the course is less than three years, the difference shall be added to the professional experience required under this point.

Article 7.
Establishment Plan

1. The Managing Board shall approve, every year by September of the previous year and having consulted the Staff Committee, the annual Establishment Plan of the School, indicating the number of established posts in each grade and function group. The Establishment Plan shall aim at providing the

School with the staff required to fulfil its mission and perform its planned activities and shall be compatible with the financial resources available to the School.

2. The Establishment Plan shall, at all time, cover all posts occupied by the staff in service. No appointment shall be made unless a vacant post in the Establishment Plan exists.

3. An organigramme of the School, showing the way in which the staff of the School is organised and the hierarchical relationships between the staff members, shall be adopted by the Appointing Authority and attached to the Establishment Plan.

Article 8.
Committees

1. There shall be set up:
    a. A Staff Committee.
    b. A Disciplinary Board.
    c. An Advisory Committee on professional incompetence;

which shall perform the functions assigned to them by these Staff Regulations

2. The compositions and procedures of the bodies referred to in paragraph 1 shall be determined by the Managing Board. The members of the Staff Committee are elected by the staff of the School. The Disciplinary Board shall be composed by an equal number, not lower than two, of members nominated by the Appointing Authority and by the Staff Committee. The Staff Committee shall also nominate alternate members to replace a member nominated by the Staff Committee in case the proceedings in front of the Disciplinary Board involve such a member. The Appointing Authority also appoints the chairperson of the Disciplinary Board.

3. The staff shall be notified of the list of members of these bodies.

4. The Staff Committee shall represent the interests of the staff vis-à-vis the School and maintain continuous contact between the School and the staff. It shall contribute to the smooth running of the School by providing a channel for the expression of opinions by the staff. It shall bring to the attention of the competent bodies of the School any difficulty having general implications concerning the interpretation and application of these Staff Regulations. It may be consulted on any difficulty of this kind.

5. The Staff Committee may submit to the competent bodies of the School suggestions concerning the organisation and operation of the School and proposals for the improvement of staff working conditions or general living conditions.

6. The Staff Committee shall participate in the management and supervision of any social welfare bodies or services set up by the School in the interests of its staff. It may, with the consent of the Director, set up such welfare bodies or services.

7. The Staff Committee shall be consulted on any amendments of these Staff Regulations.

8. The Disciplinary Board shall deal with disciplinary proceedings according to the provisions in Article 42.

9. The Advisory Committee on professional incompetence shall be consulted and provide an opinion for the application of the provisions in Article 32.

TITLE II
RIGHTS AND OBLIGATIONS OF STAFF MEMBERS

Article 9.
Integrity

1. A staff member shall be required to maintain a high degree of integrity and professionalism, and carry out their duties and conduct themselves solely with the interests of the School in mind. They shall neither seek nor take instructions from any government, authority, organisation or person outside the School. They shall carry out the duties assigned to them objectively, impartially and in keeping with their duty of loyalty to the School.

2. A staff member shall not, without the permission of the Appointing Authority, accept from any government or from any other source outside the School any honour, decoration, favour, gift or payment of any kind whatever, except for services rendered either before their appointment or during special leave and in respect of such service.

3. Before recruiting a staff member, the Appointing Authority shall examine whether the candidate has any personal interest such as to impair their independence or any other conflict of interest. To that end, the candidate, using a specific form, shall inform the Appointing Authority of any actual or potential conflict of interest. In such cases, the Appointing Authority shall take this into account in a duly reasoned opinion. If necessary, the Appointing Authority shall take the measures referred to in the second sentence of paragraph 4. This paragraph shall apply by analogy to staff members returning from leave on personal grounds.

4. Staff members shall not, in the performance of their duties and save as hereinafter provided, deal with a matter in which, directly or indirectly, they have any personal interest, and, in particular, family and financial interests, such as to impair their independence.

5. Staff members to whom it falls, in the performance of their duties, to deal with a matter referred to paragraph 3 shall immediately inform the Appointing Authority. The Appointing Authority shall take any appropriate measure, and may in particular relieve the staff member from responsibility in this matter.

6. Staff members may neither keep nor acquire, directly or indirectly, in undertakings which are subject to the authority of the School or which have dealings with the School, any interest of such kind or magnitude as might impair their independence in the performance of their duties.

7. Staff members shall refrain from any action or behaviour which might reflect adversely upon their position or on the reputation of the School.

8. Staff members shall not, without permission from the Appointing Authority, disclose on any grounds whatever, including in any legal proceedings, information of which they have knowledge by reason of their duties, unless that information has already been made public or is accessible to the public. Permission shall be refused only where the interests of the School so require and such refusal would not entail criminal consequences as far as the staff member is concerned. Staff members shall continue to be bound by this obligation after leaving the service at the School.

9. The provisions of paragraph 8 shall not apply to a staff member or former staff member giving evidence in proceedings for settling disputes between the School and its staff, referred to in Article 44, or during disciplinary procedures concerning a staff member or a former staff member of the School.

10. Staff members shall not use School's services, supplies or facilities for private purposes or gain, nor permit other persons to do so.

Article 10.
Psychological and sexual harassment

1. Staff members shall refrain from any form of harassment, including psychological or sexual harassment, and must be above suspicion of it.

2. Harassment includes unlawful discrimination on the basis of gender, race, colour, creed, age, mental or physical disability, medical conditions, national origin, marital status, sexual orientation or any other characteristics protected under applicable laws. This principle applies to all areas of employment, including, without limitation, recruiting and hiring, performance appraisals, career development, promotions and reassignments and application of compensation and benefits.

3. "Psychological harassment" means any improper conduct that takes place over a period, is repetitive or systematic, and involves physical behaviour, spoken or written language, gestures or other acts that are intentional and that may undermine the personality, dignity, or physical or psychological integrity of any person.

4. "Sexual harassment" means conduct relating to sex which is unwanted by the person to whom it is directed and which has the purpose or effect of offending that person or creating an intimidating, hostile, offensive or disturbing environment. Sexual harassment shall be treated as discrimination based on gender.

5. A staff member who has been the victim of harassment shall not suffer any prejudicial effects on the part of the School. A staff member who has given evidence on psychological or sexual harassment shall not suffer any prejudicial effects on the part of the School, provided the staff member has acted honestly.

Article 11.
Outside activities

1. A staff member wishing to engage in an outside activity, whether paid or unpaid, or to carry out any assignment outside the School, shall first obtain the permission of the Appointing Authority. The Appointing Authority shall respond to any application for permission within 30 working days. If no such response has been given by the end of that period, this shall be deemed to constitute implicit permission. Permission shall be refused only if the activity or assignment in question is such as to interfere with the performance of the staff member's duties or is incompatible with the interests of the School.

2. A staff member shall notify the Appointing Authority of any changes in a permitted outside activity or assignment, which occur after the staff member 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 second sentence of paragraph 1.

3. Paragraph 1 shall not apply to recreational, community or social activities in sectors other than the ones in which the School operates and the nature of which is such not to create any conflict with the legitimate interest of the School or any reputational risk for the School.

4. A staff member who intends to stand for public office shall notify the Appointing Authority. The Appointing Authority shall decide, in the light of the interests of the School, whether the staff member concerned:

a. shall be required to apply for leave on personal grounds; or
b. shall be granted annual leave; or
c. may be authorised to discharge their duties on a part-time basis; or
d. may continue to discharge their duties as before.

5. A staff member elected or appointed to public office shall immediately inform the Appointing Authority. The Appointing Authority shall, having regard to the interests of the School, the importance of the office, the duties it entails and the remuneration and reimbursement of expenses incurred in carrying out those duties, take one of the decisions referred to in paragraph 4. If the staff member is required to take leave on personal grounds or is authorised to discharge their duties on a part-time basis, the period of such leave or part-time working shall correspond to the staff members' term of public office.

Article 12.
Post-employment conduct and activities

1. A staff member shall, after leaving the School, continue to be bound by the duty to behave with integrity and discretion as regards the acceptance of certain appointments or benefits.

2. A staff member shall continue to be bound by the obligation laid down in Article 9(8) and (9) after leaving the School.

3. Staff members intending to engage in an occupational activity, whether gainful or not, within two years of leaving the School shall inform the Appointing Authority thereof using a specific form or any other appropriate means. If that activity is related to the work carried out by the staff member during the last three years of employment at the School and could lead to a conflict with the legitimate interests of the School, the Appointing Authority may, having regard to the interests of the School,

either forbid the former staff members from undertaking it or give its approval subject to any conditions it thinks fit. The Appointing Authority shall decide after consulting the former staff member concerned and shall notify its decision within 30 working days of being so informed. If no such notification has been made by the end of that period, this shall be deemed to constitute implicit acceptance.

4. The authorisation referred to in paragraph 3 shall not be withheld in the case of teaching activities in other educational establishments, unless such establishments are in direct competition with the School.

5. Paragraph 3 shall not apply to recreational, community or social activities in sectors other than the ones in which the School operates and the nature of which is such not to create any conflict with the legitimate interest of the School or any reputational risk for the School.

6. In the case of former senior staff members in grade 9 or above leaving the School, the Appointing Authority shall, in principle, prohibit them, during the 12 months after leaving the School, from engaging in lobbying or advocacy vis-à-vis staff of School for their business, clients or employers on matters for which they were responsible during the last three years of employment at the School.

Article 13.
Freedom of expression and intellectual property rights

1. A staff member has the right to freedom of expression, with due respect to the principles of loyalty and impartiality.

2. Without prejudice to Article 11, a staff member who intends to publish or cause to be published, whether alone or with others, any matter dealing with the work of the School shall inform the Appointing Authority at least 30 days in advance. Where the Appointing Authority is able to demonstrate that the matter is liable seriously to prejudice the legitimate interests of the School, the Appointing Authority might object to such publication and shall inform the staff member of its decision in writing within 30 working days of receipt of the information. If no such decision is notified within the specified period, the Appointing Authority shall be deemed to have had no objections.

3. All rights in any writings or other work done by any staff member in the performance of their duties shall be the property of the School where such writings or work relate to its activities. The School shall have the right to acquire compulsorily the copyright in such works

Article 14.
Residence

Staff members shall reside either in the place where they are employed or at no greater distance therefrom as is compatible with the proper performance of their duties. Staff members shall notify the School of their address and inform it immediately of any change of address.

Article 15.
Duties

1. Staff members, whatever their grade, shall assist and tender advice to their superiors. Staff members shall be responsible for the performance of the duties assigned to them.

2. Staff members in charge of any organisational unit of the School shall be responsible to their superiors in respect of the authority conferred on them and for the carrying out of instructions given to them. The responsibility of their subordinates shall in no way release them from their own responsibilities. For the purpose of these Staff Regulations, the Managing Board is the superior of the Director.

3. A staff member who receives a direction which they consider to be irregular or likely to give rise to serious difficulties shall inform their immediate superior, who shall, if the information is given in writing, reply in writing. Subject to paragraph 4, if the immediate superior confirms the direction and the staff member believes that such confirmation does not constitute a reasonable response to the grounds of their concern, the staff member shall refer the question in writing to the hierarchical authority immediately above. If the latter confirms the direction in writing, the staff member shall carry it out unless it is manifestly illegal or constitute a breach of the relevant safety standards.

4. If the immediate superior considers that the direction must be executed promptly, the staff member shall carry it out unless it is manifestly illegal or constitute a breach of the relevant safety standards. At the request of the staff member, the immediate superior shall be obliged to give such direction in writing.

5. A staff member who informs their superior of directions which they consider to be irregular or likely to give rise to serious difficulties shall not suffer any prejudice on that account, provided the staff member has acted honestly.

Article 16.
Responsibilities

A staff member may be required to make good, in whole or in part, any damage suffered by the School as a result of serious misconduct on their part in the course of or in connection with the performance of their duties. A reasoned decision shall be given by the Appointing Authority in accordance with the procedure laid down in regard to disciplinary matters by Article 42. The body for settling disputes between the School and its staff, referred to in Article 44, shall have unlimited jurisdiction in disputes arising under this provision.

Article 17.
Fraud prevention

1. Any staff member who, in the course of or in connection with the performance of their duties, become aware of facts which give rise to a presumption of the existence of possible illegal activity, including fraud or corruption, detrimental to the interests of the School, or of conduct relating to the discharge of professional duties which may constitute a serious failure to comply with the obligations

of staff members, shall without delay report it either to their immediate superior or, if they consider it useful, to the Appointing Authority. Such information 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 carrying out work for the School.

2. The immediate superior receiving the information referred to in paragraph 1 shall, without delay, transmit it to the Appointing Authority, together with any evidence of which they are aware from which the existence of the irregularities referred to in paragraph 1 may be presumed.

3. A staff member shall not suffer any prejudicial effects on the part of the School as a result of having communicated the information referred to in paragraphs 1 and 2, provided that they acted reasonably and honestly.

4. The Managing Board shall lay down implementing rules on:
   a. the procedure for the handling of the reporting referred to in paragraph 1 of this Article;
   b. the handling of complaints made by staff members concerning the way in which they were treated after or in consequence of the fulfilment by them of their obligations under this Article, The School shall ensure that such complaints are handled confidentially and, where warranted by the circumstances, expeditiously;
   c. the provision to staff members of information on the handling of the matters reported by them;
   d. the protection of the legitimate interests of those staff members and of their privacy.

Article 18.
Privileges and immunities

1. Any privilege and immunity enjoyed by staff members of the School are accorded solely in the interest of the School. Staff members shall not be exempt from fulfilling their private obligations or from complying with the laws and regulations in force. When privileges and immunities are in dispute, the staff member concerned shall immediately inform the Appointing Authority which shall decide whether, in the interests of the School, privileges or immunity shall be waived or invoked.

2. The School shall assist staff members, in particular in proceedings against any person perpetrating threats, insulting or defamatory acts or utterances, or any attack on person or property to which they or a member of their family is subjected by reason of their position or duties in the School. It shall compensate the staff member for damage suffered in such cases, in so far as the staff member 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.

Article 19.
Training

1. The School shall facilitate such further training for staff members as is compatible with the proper functioning of the School and is in accordance with its own interests. Such training shall be taken into account for purposes of promotion of staff members.

2. The Managing Board shall lay down implementing rules for the access to and the provision of training for staff members of the School.

Article 20.
Requests concerning the implementation of the Staff Regulations

1. Staff members may submit requests concerning issues covered by these Staff Regulations to the Appointing Authority. Any decision relating to a specific individual which is taken under these Staff Regulations shall at once be communicated in writing to the staff member concerned. Any decision adversely affecting a staff member shall state the grounds on which it is based.

2. Specific decisions regarding appointment, establishment, promotion, determination of administrative status and termination of service of a staff member shall be communicated to all staff members.

Article 21.
Personal file of staff members

1. The School shall maintain a personal file of each staff member, as a collection of documents kept in hard copy or electronic form, which shall contain:
    a. all documents concerning the administrative status of the staff member and all reports relating to their ability, efficiency and conduct;
    b. any comments by the staff member on such documents.

2. Documents in the personal file shall be registered, numbered and filed in serial order; the documents referred to in paragraph 1(a) may not be used or cited by the School against a staff member unless they were communicated to them at the time they were filed.

3. The communication of any document to staff members shall be evidenced by their signing it or, failing that, shall be effected by registered letter to the last address communicated by the staff member.

4. The personal file of a staff member shall contain no reference to their political, trade union, philosophical or religious activities and views, or to their racial or ethnic origin or sexual orientation. This paragraph shall not however prohibit the insertion in the file of administrative acts and documents known to the staff member which are necessary for the application of these Staff Regulations.

5. There shall be only one personal file for each staff member.

6. A staff member shall have the right, even after leaving the School, to acquaint themselves with all the documents in their file and to take copies of them, except for those related to an ongoing investigation, references acquired in confidence and any other document of similar nature which the Appoint Authority determines that should remain confidential. Staff members shall have the right to

acquaint themselves with their medical files held by the School, in accordance with arrangements laid down by Appointing Authority.

7. The personal file shall be confidential and may be consulted only in the offices of the administration of the School or on a secure electronic medium. It shall, however, be forwarded to the body for settling disputes between the School and its staff, referred to in Article 44, if an action concerning the staff member is brought.

TITLE III
CAREERS OF STAFF MEMBERS

Article 22.
Recruitment policy

1. Recruitment shall be directed to securing for the School the services of staff members of the highest standard of ability, efficiency and integrity, recruited on the broadest possible geographical basis. No posts shall be reserved for nationals of any specific country or candidate of specific gender. However, the School shall be allowed to adopt appropriate measures following the observation of significant regional or gender imbalances among staff members which are not justified by objective criteria. Those appropriate measures must be justified and shall never result in recruitment criteria other than those based on merit. Before such appropriate measures are adopted, the Managing Board, having consulted the Staff Committee, shall adopt general provisions for giving effect to this paragraph.

2. The School shall provide reasonable assistance to staff members required to relocate to take up their appointment or upon ending employment, including the payment of travel expenses for staff members and their families, and the shipment of their personal and household effects, as provided for in Article 40(5).

3. The School shall lay down on-boarding procedures for new staff.

Article 23.
Conditions for recruitment

A staff member may be appointed only on condition that:

a. they are originating or are a national of an African country, if this is required for the post, unless an exception is authorised by the Appointing Authority, and enjoys their full rights as a citizen;
b. they have fulfilled any obligations imposed on them by national laws concerning military service;
c. they produce any required appropriate character references as to their suitability for the performance of their duties;
d. they have passed a competition based on qualifications, or on qualifications and interview/tests, as defined for the post;
e. they are physically fit to perform their duties; and

f. they produce evidence of a thorough knowledge of English or French and, if required by the post, a satisfactory knowledge of the other of these languages to the extent necessary for the performance of their duties.

Article 24.
Filling of posts

1. Before filling a vacant post, the Appointing Authority shall first consider whether:
   a. the post can be filled by promotion. if this were not possible, the Appointing Authority shall consider whether suitable candidates exist in reserve lists constituted as a result of past recruitment procedures for similar posts;
   b. to launch a competition on the basis either of qualifications or of both qualifications and interview/tests.

2. A competition may likewise be launched for the purpose of constituting a reserve list for future recruitment.

3. While maintaining the principle that the vast majority of staff members are to be recruited on the basis of open competitions, the Appointing Authority may decide, in duly justified cases, to hold an internal competition which shall be open only to current staff members who have completed the probation period and meet the requirements of the post.

4. For each competition:
   a. a notice should be published on the School website and be given due visibility as appropriate. The notice shall indicate the type of post for which the competition is run, the requirements of the post, the way to apply and the deadline for application. The notice shall be published sufficiently in advance of the deadline in order to promote the widest possible participation in the competition. In general, a period of three weeks for application shall be considered sufficient for that purpose;
   b. a selection committee shall be appointed by the Appointing Authority. The selection committee shall draw up a list of suitable candidates, on the basis either of qualifications or of both qualifications and interviews/tests. The Appointing Authority shall decide which of these candidates to appoint to the vacant posts.

5. The Managing Board shall lay down implementing rules regarding the selection procedures and the appointment of selection committees. Unless an exception is authorised by the Appointing Authority, the members of the selection committee shall not be in a hierarchical relationship. External members from relevant organisations may be appointed in the Selection Committee in case the School does not have a sufficient number of staff meeting the criteria for serving as members of such a Committee.

6. Candidates selected shall be appointed to the grade of the function group as set out in the notice of the competition they have passed.

7. The grade set out in the notice referred to in point a) of paragraph 4 shall be determined by the Appointing Authority in accordance with the following criteria:
   a. the objective of recruiting staff members of the highest standard;

b. the quality of the professional experience required.

The labour market conditions prevailing in Africa may also be taken into account when defining the grade for recruiting staff members.

8. Staff members shall be recruited at the first step in their grade. The Appointing Authority may allow additional seniority up to a maximum of 24 months to take account of the professional experience of the staff member being recruited. The Managing Board shall adopt implementing provisions to give effect to this paragraph.

9. Before appointment, a successful candidate shall be medically examined by a medical officer appointed by the Appointing Authority in order that the School be satisfied that they are physically fit to perform their duties. Where a negative medical opinion is given as a result of the medical examination the candidate may, within 20 days of being notified of this opinion by the School, request that their case be submitted for the opinion of a medical committee composed of three doctors chosen by the Appointing Authority. The medical officer responsible for the initial negative opinion shall be heard by the medical committee. The candidate may refer the opinion of a doctor of their choice to the medical committee. Where the medical committee confirms the medical opinion referred to in the second sentence of this paragraph, the candidate shall pay 50% of the fees of the medical committee and of the incidental costs.

10. At the time of appointment, a staff member shall nominate a beneficiary or beneficiaries in writing on a prescribed form. It shall be the responsibility of the staff member to notify the School of any changes of beneficiary or beneficiaries. In the event of the death of a staff member, all amounts outstanding to the staff member's credit (salary, allowances, and commutation of accrued annual leave) shall be paid to the staff member's nominated beneficiary or beneficiaries, subject to the provisions of these Staff Regulations and its implementing provisions. Where there is no surviving nominated beneficiary or beneficiaries, or where the designation has not been made or has been revoked, the amount due shall be paid to the staff member's estate. Such payment shall afford the School a complete release from all further liability in respect of any sum so paid.

Article 25.
Probation period

1. Staff members shall serve a nine-month probation period before they can be established. The decision to establish a staff member shall be taken on the basis of the report referred to in paragraph 3, as well as on the basis of elements available to the Appointing Authority relating to the probationer's conduct with regard to Title II.

2. Where, during their probation period, a staff member is prevented, by sickness, maternity leave or accident, from performing their duties for a continuous period of at least three months, the Appointing Authority may extend the probation period by the corresponding length of time. The total length of the probation period shall in no circumstance exceed 15 months.

3. One month at the latest before the expiry of the probation period, a report shall be prepared on the ability of the probationer to perform the duties pertaining to their post and also on their efficiency and conduct in the service. That report shall be communicated to the probationer, who shall have the right to submit their comments in writing within eight working days. Should the report

recommend dismissal or, in exceptional circumstances, extension of the probation period in accordance with paragraph 2, the report and the comments shall be transmitted immediately by the probationer's immediate superior to the Appointing Authority.

4. A report on the probationer may be prepared at any time before the end of the probation period if their work is proving obviously inadequate. That report shall be communicated to the person concerned, who shall have the right to submit comments in writing within eight working days. The report and the comments shall be transmitted immediately by the probationer's immediate superior to the Appointing Authority. The Appointing Authority may decide to dismiss the probationer before the end of the probation period, giving them one month's notice.

5. Except where they are in a position forthwith to resume employment elsewhere, a dismissed probationer shall receive compensation equal to three months' basic salary if they have completed more than one year's service, two months' basic salary if they have completed at least six months' service and one month's basic salary if they have completed less than six months' service. This paragraph shall not apply to staff members who resign before the end of their probation period.

Article 26.
Administrative status

Each staff member shall be assigned to one of the following administrative statuses:

a. Active employment;
b. Leave on personal grounds;
c. Parental leave or family leave;
d. Study leave.

Article 27.
Active employment

A staff member having active status is one who is performing the duties pertaining to the post to which the staff member has been appointed or temporarily assigned.

Article 28.
Leave on personal grounds

1. An established staff member may, in exceptional circumstances and at their own request, be granted unpaid leave on personal grounds.

2. Article 11 shall continue to apply during the period of leave on personal grounds. The permission under that Article shall not be granted to a staff member for the purpose of them 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 School.

3. The duration of leave on personal grounds shall not exceed six months. Leave may be extended for further periods. Extensions may be for periods each not exceeding six months. The total length of leave on personal grounds may not exceed three years in the course of the staff member's entire career

4. If, however, a staff member applies for leave on personal grounds in order to be able:
    a. to bring up a child considered as a dependant of the staff member and who suffers from a serious mental or physical disability recognised by a medical officer appointed by the School and who requires constant care or supervision; or
    b. to assist their spouse, a relative in the ascending line, a relative in the descending line, a brother or a sister in the case of medically certified serious illness or disability,

the leave on personal grounds may be extended without limits, provided that, at the time of each extension, the conditions which warranted the granting of the leave continue to be fulfilled.

5. During leave on personal grounds, a staff member shall not be entitled to advancement to a higher step or promotion. The staff members' membership of any social security scheme or cover for risks under such scheme shall be suspended.

6. Leave on personal grounds shall be governed by the following rules:
    a. it shall be granted, at the request of the staff member concerned, by the Appointing Authority;
    b. the applications for extensions shall be made two months before the leave expires;
    c. another person may be appointed to the post occupied by the staff member;
    d. on the expiry of their leave, a staff member shall be reinstated in the first post corresponding to their grade which falls vacant in their function group, provided that they satisfy the requirements for that post. If they decline the post offered to them, they shall retain their right to reinstatement when the next vacancy corresponding to their grade occurs in their function group, provided that they satisfy the requirements for that post. If the staff member declines a second time, the staff member may be required to resign;
    e. until effectively reinstated, the staff member shall remain on unpaid leave on personal grounds.

Article 29.
Parental or family leave

1. A staff member 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 Managing Board and for parents of dependent children with a disability or a severe illness recognised by a medical officer appointed by the School. The minimum leave taken at any one time shall not be less than one month.

2. In the case of medically certified serious illness or disability of a staff member's spouse, relative in the ascending line, relative in the descending line, brother or sister, the staff member 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 staff member's entire career.

3. During parental or family leave, the staff member's membership of any social security scheme shall continue; the acquisition of pension rights, and any allowance referred to in Article 40 to which the staff member is entitled shall be maintained.

4. During parental or family leave, the staff member shall retain their post, and continue to be entitled to advancement to a higher step or promotion. The leave may be taken as full-time or halftime leave. Where parental or family leave is taken in the form of half-time leave, the maximum period provided for in paragraphs 1 and 2 shall be doubled. During parental or family leave, the staff member shall be entitled to a monthly allowance equal to one third of the basic salary of the first step in grade AST1, or 50% of such sum if on half-time leave, but may not engage in any other gainful employment. The full contribution to any social security scheme shall be borne by the School and calculated on the basis of the basic salary of the staff member. 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 staff member's contribution shall be calculated by using the same percentages as if they were in full-time employment.

5. The allowance referred to in the previous paragraph is increased by 50% for single parents and parents of dependent children with a disability or a severe illness recognised by the medical officer referred to in paragraph 1 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.

6. Study leave with full, half or partial pay or without pay, may be granted for advanced study or research in the interests of the School and for the staff member’s development up to a maximum of 12 months under the following conditions:

   a. where a staff member is authorised at their request to take study leave without pay, the staff member shall be required first to exhaust their annual leave entitlement;
   b. leave without pay may be granted up to a maximum of 12 months, only after a three-year qualifying period of service;
   c. any period spent on leave without pay shall not count as part of a staff member’s service and the staff member shall not be eligible for any service-related benefits;

d. the staff member must provide supporting documentation, which the School may confirm via official correspondence.

Article 30.
Appraisals, career objectives, advancement to a higher step and promotions

1. The ability, efficiency and conduct in the service of each staff member shall be the subject of an annual appraisal. That appraisal shall include both a self-assessment part and the assessment of the immediate superior of the staff member, on the performance of the staff member in the previous year, including with respect to the objectives referred to in paragraph 2. The assessment of the immediate superior shall be communicated to the staff member. The staff members shall be entitled to make any comment thereon which they consider relevant. At the request of staff or at the initiative of their immediate superior, the appraisal and the staff member's comments shall be discussed between the staff member and their immediate superior at a meeting.

2. At the beginning of each year, objectives for the year for each staff member shall be agreed between the staff member and their immediate superior. In case of disagreement, the objectives will be set by the hierarchical authority immediately above.

3. A staff member who has been at one step in the grade for two years shall automatically advance to the next step in that grade, unless their performance has been evaluated as unsatisfactory in the last annual appraisal referred to in paragraph 1. A staff member shall advance to the next step in their grade after no later than four years, unless the procedure for dismissal for incompetence provided for in Article 32 is initiated.

4. Promotion shall be by decision of the Appointing Authority. Promotion shall be effected by appointment of the staff member to the first step in the next higher grade in the function group to which they belong, subject to the availability of a vacant post in that higher grade in the Establishment Plan. Promotion shall be exclusively by selection from among staff members who have completed a minimum of two years in their grade after consideration of the comparative merits of the staff members eligible for promotion. When considering comparative merits, the Appointing Authority shall in particular take account of the annual appraisals of the staff members and the level of responsibilities exercised by them.

5. The Managing Board shall lay down provisions conferring the right to lodge an appeal within the objective-setting and appraisal procedures. The Managing Board shall lay down implementing rules for promotions.

Article 31.
Termination of service

1. Service shall be terminated by:
   e. resignation;
   f. dismissal for incompetence;
   g. dismissal as a result of disciplinary procedure in front of the Disciplinary Board;
   h. retirement; or

i. death.

2. Service shall also be terminated if the staff member's contract expires and is not renewed or if a staff member occupies a post which is no longer included in the Establishment Plan. In this latter case the staff member should be given notice, or compensation in lieu, of at least:

a. three months where the staff member has completed less than three years of service;
b. six months where the staff member has completed at least three years of service but less than five years;
c. nine months where the staff member has completed at least five years of service.

3. A staff member wishing to resign shall state unequivocally in writing their intention definitively to leave the service at the School. Such a statement shall be provided at least three months before the proposed date of resignation. The Appointing Authority shall give its decision, confirming the definitive resignation, within one month of receiving the letter of resignation. The Appointing Authority may, however, refuse to accept the resignation if disciplinary proceedings against the staff member are in progress at the date of receipt of the letter of resignation or if such proceedings are started within the following thirty days. Resignation shall take effect on the date specified by the Appointing Authority; that date shall not be more than three months after the date proposed by the staff member in their letter of resignation in the case of staff members in function groups AC and AD, and not more than one month after the date proposed by the staff member in their letter of resignation in the case of staff members in function group AST.

4. A staff member shall be retired:

a. automatically on the last day of the month in which they reach the age of 66, or
b. at their own request on the last day of the third month after the request was submitted where they have reached pensionable age or where they are between the age of 60 and the pensionable age and satisfy the requirements for immediate payment of a pension.

5. Notwithstanding the previous paragraph, a staff member may, at their own request, and where the Appointing Authority considers it justified in the interests of the School, carry on working until the age of 67, or exceptionally, until the age of 70, in which case they shall be retired automatically on the last day of the month in which they reach that age.

6. The Director shall lay down handover requirements for staff being assigned to different duties, resigning or otherwise terminating their service at the School.

Article 32.
Procedure for dealing with incompetence

1. The Managing Board shall define procedures to identify, deal with and remedy cases of incompetence in a timely and appropriate fashion. When adopting such internal provisions, the Managing Board shall respect the following requirements:

a. a staff member who, on the basis of two consecutive unsatisfactory annual appraisals as referred to in Article 30, still shows no progress in their professional competence shall be downgraded by one grade. If the following annual appraisal still shows unsatisfactory performance, the staff member shall be dismissed;

b. any proposal to downgrade or dismiss a staff member shall set out the reasons on which it is based and shall be communicated to the staff member concerned. The proposal from the Appointing Authority shall be referred to the Advisory Committee provided for in Article 8(1)c);
c. The staff member shall have the right to obtain the part of their personal file relating to the procedure and to take copies of all documents in such part of their personal file. They shall have at least fifteen days, but no more than thirty days, from the date of receipt of the proposal to prepare a defence. They may be assisted by a person of their choice. The staff member may submit written comments. The staff member shall be heard by the Advisory Committee provided for in Article 8(1)c). The staff member may also call witnesses.

2. The School shall be represented before the Advisory Committee provided for in Article 8(1)c) by a staff member designated for that purpose by the Appointing Authority. That staff member representing the School shall have the same rights as the staff member concerned.

3. In the light of the proposal referred to in paragraph 1(b) and any written and oral statements from the staff member concerned or from witnesses, the Advisory Committee provided for in Article 8(1)c) shall deliver, by majority, a reasoned opinion stating the measure which it considers appropriate. It shall forward that opinion to the Appointing Authority and to the staff member concerned within two months of the date on which the matter is referred to it. The chairperson shall not vote on decisions of the Advisory Committee, except in procedural matters and where votes are tied.

4. The final decision is adopted by the Appointing Authority.

5. A staff member dismissed for incompetence shall be entitled to a monthly dismissal allowance equal to the basic monthly salary of a staff member in the first step of grade AST1, for a period of:
a. three months where the staff member has completed less than five years of service at the School on the date on which the dismissal decision is taken;
b. six months where the staff member has completed at least five years of service at the School, but less than ten years of service on the date on which the dismissal decision is taken;
c. nine months where the staff member has completed at least ten years of service at the School on the date on which the dismissal decision is taken.

6. The allowance referred to in the previous paragraph shall not be paid if the staff member resigns after the start of the procedure, and the resignation is accepted by the Appointing Authority, or if the staff member is entitled to the immediate payment of a full pension. If the staff member is entitled to unemployment benefits under a national unemployment scheme, the amount of that benefit shall be deducted from the above allowance.

7. Staff members who are downgraded on grounds of incompetence may, after a period of four years, ask for all references to that measure to be deleted from their personal files.

8. Staff members shall be entitled to reimbursement of reasonable expenses incurred on their initiative in the course of the proceedings, including fees payable to a defending adviser not belonging

to the School, where the proceedings provided for in this Article end without any decision being taken to dismiss or downgrade.

TITLE IV
WORKING CONDITIONS

Article 33.
Hours of work

1. The normal working week shall be of 40 hours, to be spread from Monday to Friday. Unless otherwise determined by the Director in relation to events and other activities organised or participated by the School which require different working hours, the normal working hours shall be comprised between 7 a.m. and 9 p.m.. The Director shall define the 'core hours' during which staff members shall be on duty as well as any other organisational arrangement related to working hours to ensure the proper functioning of the School. The Appointing Authority may, after consulting the Staff Committee, determine the hours to be worked by certain groups of staff members engaged on particular duties.

2. A staff member may, moreover, be required, because of the exigencies of the School or safety rules, to remain on standby duty at their place of work or at home outside normal working hours. The Appointing Authority shall lay down detailed rules for the application of this paragraph, including any applicable special allowance, after consulting the Staff Committee.

3. Without prejudice to paragraph 2, staff members shall have the right to disengage from work and to refrain from engaging in work-related electronic communications, such as emails or other messages, outside the boundaries of the normal working hours as provided for in the second sentence of paragraph 1.

4. The Managing Board may define rules regarding distant working arrangements, keeping the interest of the School in utmost consideration.

5. A staff member may request authorisation to work part time. The Appointing Authority may grant such authorisation if this is compatible with the interest of the School. The basic salary of a staff member working part time shall be reduced proportionately.

6. The staff member shall be entitled to the authorisation to work part-time 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 the child reaches the age of 14 when the staff member is a single parent;
d. in cases of serious hardship, to care for a dependent child until the child reaches the age of 14 if the reduction in working time is no more than 5% of normal working time;
e. to care for a seriously ill or disabled spouse, relative in the ascending line, relative in the descending line, brother or sister;
f. to take part in further training; or

g. as of the age of 60 during the last three years before the staff member reaches pensionable age.

7. Where part-time is requested in order to take part in further training, or during the last three years before reaching pensionable age, but not before the age of 60, the Appointing Authority may refuse authorisation or postpone its date of effect only in exceptional circumstances and for overriding service-related reasons.

8. Where part-time is requested in order to care for a seriously ill or disabled spouse, relative in the ascending line, relative in the descending line, brother or sister, or to take part in further training, the total of all such periods shall not exceed five years over the staff member's career.

9. The Appointing Authority shall reply to the staff member's request within 30 days.

10. The Managing Board shall lay down rules governing part-time work and the procedure for granting authorisation.

Article 34.
Overtime

1. A staff member shall not be required to work overtime except in cases of urgency or exceptional pressure of work; night work and all work on Saturdays, Sundays or public holidays may be authorised only in accordance with the procedure laid down by the Appointing Authority. The request for overtime work shall be made by the immediate superior of the staff member, the supervisor of the organisational unit to which the staff member belongs or the Director. The total overtime which a staff member may be asked to work shall not exceed 150 hours in any six months.

2. Overtime worked by staff members in function groups AC and AD shall carry no right to compensation or remuneration.

3. Overtime worked by staff members in function group AST shall entitle them either to compensatory leave or to remuneration where the requirements of the School do not allow compensatory leave during the two months following that in which the overtime was worked.

4. Payment for authorised overtime work shall be made at the hourly rate of 1.5 times the staff member’s basic hourly salary. Where the period of overtime work is less than one-half hour, no payment for overtime work shall be made. Where the period is longer, payment shall be made for an initial hour plus each increment of one-quarter hour (to the nearest quarter hour). No payment shall be made for overtime work performed outside the School premises or outside premises where School meetings or seminars are conducted except for staff members whose functions require them to work outside School premises on a regular basis.

5. No payment for overtime work shall be made for work performed at the staff member’s home. No payment for overtime work shall be made while the staff member is on operational travel or on mission.

6. The Management Board shall define implementing rules to give effect to this Article.

Article 35.
Annual leave, special leave, maternity leave, paternity leave, adoption leave and leave on medical grounds

1. Staff members shall be entitled to annual leave of not less than twenty-four working days and not more than thirty working days per calendar year, in accordance with rules, to be laid down by the Managing Board after consulting the Staff Committee.

2. The annual leave entitlement shall be exercised, by application to and with the authorisation of the immediate superior, within the year to which it refers. This notwithstanding, a staff member may carry over to the next year up to ten days of their leave entitlement for the year. The supervisor of an organisational unit shall coordinate the authorisations of leave so as to ensure the continuity of service at the School.

3. The annual leave of a staff member who is authorised to work part time shall, for as long as they are so authorised, be reduced proportionally.

4. Apart from annual leave, a staff member, may, exceptionally on application, be granted special leave. The rules relating to such leave are laid down by the Managing Board.

5. Pregnant female staff members shall, in addition to the leave provided for in paragraph 1, be entitled, on production of a medical certificate, to twenty weeks of leave with full pay. The leave shall start not earlier than four 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 birth of a child with a disability or serious illness, the duration of the leave is extended to 24 weeks. For the purposes of this paragraph, premature birth is a birth taking place before the end of the 34th week of pregnancy. For management and planning purposes, the School shall be notified of the pregnancy no later than 12 weeks prior to the date that maternity leave is anticipated to begin.

6. A male staff member shall be entitled to paternity leave with full pay upon the birth of his child. Paternity leave shall be up to a maximum single period of two weeks and can be taken at any time from two weeks before the expected date of confinement to up to one month after the birth of the child.

7. Staff members adopting a child under the age of 16, where the adoption is legally recognised, shall be granted up to a maximum of four weeks of leave with full pay.

8. A staff member who provides evidence of being unable to carry out their duties by reason of illness or accident shall be entitled to sick leave. The staff member concerned shall notify the School of their incapacity as soon as possible and at the same time state their current address. They shall produce a medical certificate if they are absent for more than three days. This certificate must be sent on the fifth day of absence at the latest, as evidenced by the date as postmarked. Failing this, and unless failure to send the certificate is due to reasons beyond their control, the staff member's absence shall be considered as unauthorised.

9. The staff member on sick leave may at any time be required to undergo a medical examination arranged by the School. If the examination cannot take place for reasons attributable to the staff member, their absence shall be considered as unauthorised as from the date that the examination was due to take place. If the finding made in the examination is that the staff member is able to carry out their duties, their absence shall, subject to the following paragraph, be regarded as unjustified from the date of the examination.

10. If the staff member considers the conclusions of the medical examination arranged by the School to be unjustified on medical grounds, they, or a doctor acting on their behalf, may, within two days, submit to the School a request that the matter be referred to an independent doctor for an opinion.

11. The School shall immediately transmit the request to another doctor agreed upon by the staff member's doctor and the medical officer appointed by the School. Failing such an agreement within five days of the request, the School shall select a person from a list of independent doctors to be established for this purpose each year by common consent of the Appointing Authority and the Staff Committee. The staff member may, within two working days, object to the choice of the School, whereupon the School shall choose another person from the list, which choice shall be final.

12. The independent doctor's opinion given after consultation of the staff member's doctor and the medical officer appointed by the School shall be binding. Where the independent doctor's opinion confirms the conclusion of the examination arranged by the School, the absence shall be treated as unjustified from the date of that examination. Where the independent doctor's opinion does not confirm the conclusion of that examination, the absence shall be treated for all purposes as having been justified.

13. If, over a period of 12 months, a staff member is absent for up to three days because of sickness for a total of more than 12 days, they shall produce a medical certificate for any further absence because of sickness. Their absence shall be considered to be unjustified as from the thirteenth day of absence on account of sickness without a medical certificate.

14. Without prejudice to the application of the rules on disciplinary proceedings, where appropriate, any absence considered to be unjustified under this Article shall be deducted from the annual leave of the staff member concerned. In the event that the staff member has no outstanding leave entitlement, they shall lose the benefit of their remuneration for the corresponding period.

15. A staff member may be required to take leave after examination by the medical officer of the School if their state of health so requires or if a member of their household is suffering from a contagious disease. In cases of dispute, the procedure laid down in paragraphs 10 to 12 shall apply.

Article 36.
Absence

Except in case of sickness or accident, a staff member may not be absent without prior permission from their immediate superior or the Director. Without prejudice to any disciplinary measures that may apply, any unauthorised absence which is duly established shall be deducted from the annual

leave of the staff member concerned. In the event that the staff member has no outstanding leave entitlement, they shall lose the benefit of their remuneration for the corresponding period.

Article 37.
Health provisions and insurance cover against accidents

1. Staff members may be required to undergo periodic medical examinations and/or receive inoculations prior to the renewal of contracts, prior to or on return from missions or official travel as prescribed by the School. All costs related to the required medical examinations and inoculations shall be borne by the School. In requesting staff members to receive inoculations, the School shall take in utmost consideration the interest of the staff members. The staff member may refuse to receive inoculations; in this case, the staff member or a doctor acting on their behalf may within two days submit to the School a request for an exemption.

2. The School shall refer such a request, without delay, to a medical officer appointed by the School who shall provide its opinion, taking into account any medical opinion provided by the staff member's doctor. The opinion of the medical officer shall recommend the best course of action, taking both the interest of the School and of the staff member into account.

3. No staff member shall be obliged to receive inoculations, unless prescribed by law. In case the staff member persists in their objection to receive inoculation, the School shall take any proportionate organisational measure, as recommended by the medical officer appointed by the School.

4. Staff members shall be insured by the School against accidents which may arise while performing their duties for the School.

Article 38.
Holidays

1. A list of holidays during which the School is closed shall be drawn up every year by the Director, after consulting the Staff Committee and taking into account, but not being bound by, the public holidays in Ghana.

2. The list referred to in the previous paragraph shall not exceed nineteen days in a year.

3. When drawing up the list referred to in paragraph 1, the Director may indicate for which of the days indicated in such a list, to a maximum of three, any staff member may submit an application to work. A staff member authorised to work and actually working in any of the days indicated by the Director shall receive an equivalent leave entitlement.

TITLE V
EMOLUMENTS

Article 39.
Remuneration

1. A staff member who is duly appointed shall be entitled to the remuneration carried by their function group, grade and step. A staff member may not waive their entitlement to remuneration. Remuneration shall comprise basic salary and other allowances as provided for in Article 40.

2. A staff member's remuneration shall be expressed in US dollars and paid after any compulsory deductions, set out in these Staff Regulations or in any implementing regulations, have been made. It is the responsibility of the staff member to fulfil any fiscal obligation related to the remuneration received from the School.

3. The basic annual salary, in US dollars, for the first step in each grade in function groups AC, AD and AST is set out in the approved salary schedule. The salary tables are omitted from this version as they are subject to updating from time to time in accordance with paragraph 5. The current approved salary schedule is available upon request from ASR Administration.

4. Each grade includes five steps. The basic salaries for step 2 to 5 are defined by the application of the following multiplicative factors to the basic salaries for the first step.

Step	**Multiplicative factors**
2	1.042
3	1.086
4	1.116
5	1.131

5. The Managing Board shall adopt implementing provision on the updating, from time to time, of the basic salaries and of other components of the remuneration of the staff of the School.

Article 40.
Allowances

1. Each staff member shall be entitled, beyond the basic salary, to:
   a. a 'mobility' allowance, depending on the staff member's circumstances; and
   b. allowances to cover life and medical insurance, as well as pension contributions;
to be paid on a monthly basis.

2. The Managing Board shall adopt implementing rules setting the level of the allowances referred to in the previous paragraph and, for those referred under point b) thereof, the extent to which they are paid directly into the related schemes, and any contribution that staff members are required to make to such schemes.

3. Staff members in receipt of allowances specified in this Article shall declare allowances of similar nature that they receive from other sources. Such latter allowances shall be deducted from those paid under this Article.

4. A staff member who is authorised to work part time shall be entitled to allowances calculated pro-rata to the time worked.

5. Staff members are entitled to the reimbursement of reasonable expenses incurred on taking up appointment or leaving the service at the School. The Managing Board shall lay down rules to give effect to this paragraph, including by setting fixed levels or limits for these reimbursements.

Article 41.
Recovery of overpayments

1. 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 they could not have been unaware of it.

2. 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 School with a view to obtaining the sum concerned, the request for recovery shall not be invalidated even if this period has elapsed.

TITLE VI
DISCIPLINARY MEASURES AND APPEALS

Article 42.
Disciplinary proceedings and measures

1. Any failure by a staff member or former staff member to comply with their obligations under these Staff Regulations, the implementing rules and any Code of Conduct established by the Appointing Authority, whether intentionally or through negligence on their part, shall make them liable to disciplinary action.

2. Where the Appointing Authority becomes aware of evidence of failure within the meaning of paragraph 1, it may launch an administrative investigation to verify whether such failure has occurred. A report shall we drawn up presenting the results of the investigation.

3. A staff member may be suspended from duty with pay, without prejudice, pending an investigation under this Article.

4. On the basis of the investigation report, after having notified the staff member concerned of all evidence in the files and after hearing the staff member concerned, the Appointing Authority may:

a. decide that no case can be made against the staff member, in which case the staff member shall be informed accordingly in writing; or
b. decide, even if there has been or appears to have been a failure to comply with obligations, that no disciplinary measure shall be taken and, if appropriate, address a warning or a reprimand to the staff member; or
c. decide to initiate disciplinary proceedings before the Disciplinary Board.

5. In the case of proceedings before the Disciplinary Board, the Appointing Authority shall submit a report to the Board, stating clearly the facts complained of and, where appropriate, the circumstances in which they arose, including any aggravating or extenuating circumstances. The report shall be communicated to the staff member concerned, who shall have the right to access the part of their personal file relevant to the proceedings and take copies of all documents in such a part, including exonerating evidence. The staff member concerned shall have not less than 15 days from

the date of receipt of the report initiating the disciplinary proceedings to prepare a defence. The staff member concerned may be assisted by a person of their choice.

6. If, in the presence of the chairperson of the Disciplinary Board, the staff member concerned acknowledges misconduct and accepts unreservedly the report referred to in paragraph 2, the Appointing Authority may, in accordance with the principle of proportionality between the nature of the misconduct and the penalty being considered, withdraw the case from the Disciplinary Board. Where a case is withdrawn from the Disciplinary Board the chairperson shall deliver an opinion on the appropriate penalty. Under this procedure, the Appointing Authority may, notwithstanding point b) of paragraph 4, issue a written warning or a reprimand, or defer advancement to a higher step for a period of between one and 23 months or relegate the staff member to the lower step.

7. The staff member concerned shall be heard by the Disciplinary Board; at the hearing, the staff member may submit observations in writing or orally, whether in person or through a representative. The staff member may call witnesses. The School shall be represented before the Disciplinary Board by a staff member mandated by the Appointing Authority to this effect and having rights equivalent to those of the staff member concerned.

8. The Disciplinary Board, after consideration of documents submitted to it and having regard to any statement made orally or in writing and to the results of any investigation undertaken, shall, by majority vote, deliver a reasoned opinion as to whether the facts complained of are established and as to any penalty to which those facts should give rise. The Disciplinary Board transmits the opinion to the Appointing Authority and to the staff member concerned within two months of the date of receipt of the report of the Appointing Authority, provided that this time limit is commensurate with the degree of complexity of the case. Where an investigation has been held at the Board's initiative, the time limit shall be four months, provided that this period is commensurate with the degree of complexity of the case. The chairperson of the Disciplinary Board shall not vote on matters before it, except as regards matters of procedure or where votes are tied.

9. After hearing the staff member concerned, the Appointing Authority shall take its reasoned decision within two months of receipt of the opinion of the Disciplinary Board, taking utmost consideration of such an opinion.

10. The Disciplinary Board may propose and the Appointing Authority may impose one or more of the following penalties:

a. a written warning;
b. a reprimand;
c. deferment of advancement to a higher step for a period of between one and 23 months;
d. relegation in step;
e. temporary downgrading for a period of between 15 days and one year;
f. downgrading in the same function group;
g. dismissal from the School.

11. A single case of misconduct shall not give rise to more than one disciplinary penalty.

12. The severity of the disciplinary penalties imposed shall be commensurate with the seriousness of the misconduct. To determine the seriousness of the misconduct and to decide upon the disciplinary penalty to be imposed, account shall be taken in particular of:

a. the nature of the misconduct and the circumstances in which it occurred;
b. the extent to which the misconduct adversely affected the integrity, reputation or interests of the School;
c. the extent to which the misconduct involved intentional actions or negligence;
d. the motives for the staff member's misconduct;
e. the staff member's grade and seniority;
f. the degree of the staff member's personal responsibility;
g. the level of the staff member's duties and responsibilities;
h. whether the misconduct involved repeated action or behaviour;
i. the conduct of the staff member throughout the course of their career.

13. In cases of such severity that the staff member is dismissed from the School, the staff member shall be entitled to a monthly dismissal allowance equal to the basic monthly salary of a staff member in the first step of grade AST1, for a period of three months.

14. The Managing Board shall define the rules and procedures for administrative investigations and for proceedings before the Disciplinary Board.

Article 43.
Grievances and appeals

1. Staff members have the right to fair treatment in matters relating to their employment at the School. Staff members shall have the full opportunity to present their case without fear of reprisal. To this end the Managing Board, having consulted the Staff Committee, shall establish mechanisms to address such grievances.

2. Any person to whom these Staff Regulations apply may submit to the Appointing Authority, a request that it takes a decision relating to them. The Appointing Authority shall notify the person concerned of its reasoned decision within four months from the date on which the request was made.

3. Any person to whom these Staff Regulations apply may submit to the Appointing Authority a complaint against an act adversely affecting them, either where the said Appointing Authority has taken a decision or where it has failed to adopt a measure prescribed by these Staff Regulations. The complaint must be lodged within three months of the date in which the staff member has become aware, or should have become aware using normal diligence, of the act adversely affecting them.

4. The Appointing Authority shall notify the person concerned of its reasoned decision 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.

5. Appeals against the decision of the Appointing Authority may be lodged with the body referred to in Article 44.

6. The Managing Board shall lay down rules and further modalities governing requests and complaints.

TITLE VII
TRANSITORY AND FINAL PROVISIONS

Article 44.
Dispute settlement

1. The Managing Board is the body for settling disputes between the School or the Appointing Authority and its staff, when the School is represented by the Director or the powers of the Appointing Authority are delegated to the Director.

2. Disputes between the School or the Managing Board and its staff, when the School is represented by the Managing Board or the powers of the Appointing Authority are exercised directly by the Managing Board, are settled by arbitration in accordance with the Ghana Alternative Resolution Dispute Act 2010.

Article 45.
Implementing provisions

1. The general provisions implementing these Staff Regulations shall be adopted by the Managing Board, after consulting the Staff Committee where provided for in these Regulations.

2. Rules giving effect to these Staff Regulations, including the general implementing provisions referred to in paragraph 1, shall be brought to the attention of the staff.

Article 46.
Transfer of staff from the European University Institute

Article 25 shall not apply to staff members who already completed their probation period while serving at the European University Institute. The period served at the European University Institute shall be taken into account for the purpose of applying the provisions in Article 30(3).

Article 47.
Hosting of the School by the African Capacity Building Foundation

During the period over which the School is hosted by the African Capacity Building Foundation (hereafter: 'ACBF'), the staff of the School shall be considered as staff of the 'ASR Programme' within ACBF and any reference to the staff of the School in these Staff Regulations shall be read as a reference to the staff of the ASR Programme within ACBF.

Accra, 24 February 2025

The Chair of the Managing Board

(Alberto Pototschnig)