



EUROPEAN ANTI-FRAUD OFFICE

The Acting Director-General

Ms Teresa Anjinho

European Ombudsman

E-Mail:

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By e-mail only

Brussels,

Subject: **Your proposal for a solution on the European Anti-Fraud Office's refusal to grant public access to documents in relation to closed investigations**

Ombudsman case No: **2327/2024/ACB, 2328/2024/ACB, 2329/2024/OAM, 203/2025/NH**

OLAF case N°: **OF/2012/0587; OF/2014/1008; OF/2011/0757; OF/2014/0006;
OF/2015/0037; OF/2015/0662; OF/2014/0432; OF/2016/0268;
OF/2015/0816; OC/2018/0153; OC/2016/0118; OC/2016/0008;
OF/2015/0521; OF/2015/1023; OC/2019/0103; OC/2018/0875;
OC/2017/0562; OC/2016/0158; OC/2018/0197; OC/2019/0376;
OC/2019/0257; OC/2019/1132; OC/2020/0237; OC/2021/0625;
OC/2018/0667; OC/2020/0423; OC/2020/1065; OC/2021/0404;
OC/2022/0746; OC/2020/0362; OC/2018/0602; OF/2013/0190 ;
OF/2010/0356; OF/2010/0697; OF/2010/0950; OF/2014/0943;
OF/2016/0135; OF/2016/0894; OC/2019/0202; OC/2016/0062;
OF/2016/0761; OF/2016/0928; OC/2016/0204; OF/2012/1237;
OC/2016/0069; OC/2020/0441**

Dear Ms Anjinho,

I refer to your letter of 18 July 2025, making a solution proposal to OLAF for its refusal to provide public access to documents related to closed investigations.

You propose that OLAF:

- Carries out an individual assessment of the 37 final reports and recommendations, redacting where necessary personal data, with a view to granting the widest possible public access.

- Provides explanations as to why it considers that the reasonable period for completing the follow-up activities has not yet elapsed in relation to the seven remaining final reports and recommendations.

OLAF has carried out a thorough reassessment of the documents falling within the scope of the applicant's requests for access to documents and, thus, the Ombudsman's inquiries. As part of this process, OLAF also contacted the relevant authorities that were engaged in following-up on OLAF's recommendations at the time of OLAF's replies to the applicant. This reply takes into account the updated information provided by these authorities.

Following this assessment, I am pleased to inform you that OLAF accepts your proposal for a solution. OLAF has approached the implementation with great care, carefully balancing two key priorities. On one hand, it aims to uphold Regulation (EC) No 1049/2001¹ and its objective of providing the public with the widest possible access to documents², applying the exceptions outlined in Article 4³ strictly. On the other hand, OLAF must respect its legal obligations to maintain the confidentiality of investigative information, as required by the Treaty on the Functioning of the European Union⁴, Article 10 of Regulation 883/2013⁵, and Article 17 of the Staff Regulations⁶.

In this reply, OLAF will first set out the details of the implementation of the individual assessment of the final reports and recommendations concerning investigations for which no follow-up procedures are ongoing. Second, OLAF will provide its considerations on the status and duration of follow-up actions in the remaining investigations. Together, these sections will demonstrate OLAF's commitment to implementing the solution proposal in a thorough and balanced manner.

1. Individual assessment of the final reports and recommendations regarding investigations with no ongoing follow-up procedures

OLAF is providing the complainant, via the Ombudsman, with a copy of 47 final reports⁷ and related recommendations pertinent to the requests⁸. You may find the list of investigations that these documents relate to in Annex I.

These documents have been partially redacted pursuant to Article 4(6) of Regulation (EC) No 1049/2001, in light of the exceptions outlined in the Regulation.

a. Protection of privacy and the integrity of individuals

Article 4(1)(b) of Regulation (EC) No 1049/2001 provides that "[t]he institutions shall refuse access to a document where disclosure would undermine the protection of [...] privacy and the integrity of the individual, in particular in accordance with Community legislation regarding the protection of personal data".

¹ Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents (OJ L 145, 31.5.2001, p. 43)

² Judgment of 22 May 2012, *EnBW Energie Baden-Württemberg v Commission*, T-344/08, EU:T:2012:242, paragraph 39.

³ Judgment of 21 September 2010, *Sweden and Others v API and Commission*, Joined Cases C-514/07 P, C--528/07 P and C--532/07 P, EU:C:2010:541, paragraph 66.

⁴ Article 339

⁵ Regulation (EU, Euratom) No 883/2013 of the European Parliament and of the Council of 11 September 2013 concerning investigations conducted by the European Anti-Fraud Office (OLAF), OJ L 248, 18.9.2013, p. 1.

⁶ Judgement of 6 July 2006, *Franchet and Byk v Commission*, T-391/03 and T-70/04, ECLI:EU:T:2006:190, paragraph 112.

⁷ The discrepancy between the number of cases arises because the initial figures provided in one of the responses (request linked to inquiry 2328/2024/ACB) included only cases that had resulted in sanctions, in line with the applicant's original request. To align with subsequent requests, OLAF has now updated the figures to include cases that were previously excluded due to ongoing follow-up procedures, which have since been completed.

⁸ The applicant's request for access to documents for the final reports and recommendations involving Irish judicial authorities (2329/2024/OAM) is deemed to concern the recommendations addressed to the Irish judicial authorities only.

In accordance with this exception, the following information has been redacted from the final reports and the recommendations:

- The names, initials, and contact details of Commission and OLAF staff members;
- the names, initials, job titles, and contact details of other natural persons;
- other personal information relating to an identified or identifiable natural person including political affiliation or nationality;
- other identifying information, such as gender-specific pronouns or role descriptors, only to the extent that they can contribute to the identification of an individual;

In applying the exception under Article 4(1)(b) of Regulation (EC) No 1049/2001, concerning the protection of personal data, particular care was taken to assess the risk of indirect identification. While certain elements of the reports and recommendations may not constitute personal data in isolation, their combination or the context in which they are present may nonetheless lead to the identification of the individuals concerned, particularly by persons familiar with the individuals' professional background⁹. Recent case law¹⁰ has further emphasised that OLAF has an obligation to carefully assess and take into account the nature of the personal data involved, especially where such data could enable the identification of individuals in connection with alleged criminal offenses. OLAF is also required to consider the potential consequences for the individuals concerned arising from any further processing of their personal data, including public disclosure. Moreover, OLAF must ensure the existence and application of appropriate safeguards to prevent indirect identification and to protect the privacy of the data subjects.

For this reason, in addition, the following information has been redacted:

- references to specific dates, countries, cities, or regions where investigative acts or events took place which may allow for the identification of individuals;
- references to conferences or events to the extent that it may allow for the identification of individuals;
- references to press articles which may allow for the identifications of individuals;
- any other contextual information which, when cross-referenced with publicly available information or institutional knowledge, could reveal the identity of individuals.

I note that the European Ombudsman has previously addressed a similar request (1823/2018/FP), where OLAF refused access to a final report as the information permitted the identification of individuals within a delegation. In that case, the Ombudsman upheld OLAF's decision to withhold disclosure of the entire report on such grounds. With this precedent, OLAF's current approach, redacting specific information, is an effort to achieve a measured and proportionate balance between the imperatives of transparency and the safeguarding of data protection interests.

In its case law¹¹, the Court of Justice has ruled that, where a request based on Regulation (EC) No 1049/2001 seeks to obtain access to documents including personal data, the provisions of Regulation No 45/2001¹² (now replaced by Regulation (EU) 2018/1725¹³) become applicable in their entirety. According to Article 9(1) (b) of Regulation (EU) 2018/1725, the disclosure of personal data within the Union is subject to two conditions

⁹ See, by analogy, judgement of 7 March 2024, *OC v European Commission*, C-479/22 P, ECLI:EU:C:2024:215 paragraph 60.

¹⁰ Judgment of 1 October 2025, *OC v European Commission*, T-384/20 RENV, ECLI:EU:T:2025:925, paragraphs 73-75.

¹¹ Judgment of 29 June 2010, *Commission v Bavarian Lager*, C-28/08 P, EU:C:2010:378, paragraph 63.

¹² Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 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, OJ L 8, 12.1.2001, p. 1-22.

¹³ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ L 295, 21.11.2018, p. 39-98.

that must be met. First, the transmission must be necessary and proportionate to a specific public interest purpose. Second, the controller (in this case OLAF) must ensure that the disclosure does not prejudice the legitimate interests of the data subjects.

As regards these documents, OLAF considers that disclosing personal data contained in its final reports or recommendations could potentially harm the individuals' reputations and infringe their right to the presumption of innocence. This is particularly relevant given that OLAF's final reports are not binding and follow-up authorities may reach different conclusions. Consequently, having carried out the balancing exercise and weighed out the competing interests at stake¹⁴, OLAF considers that the transmission of personal data is not justified for the requested documents.

b. Protection of commercial interests

Article 4(2), first indent of Regulation (EC) No 1049/2001 provides that "[t]he institutions shall refuse access to a document where disclosure would undermine the protection of commercial interests of a natural or legal person, including intellectual property, [...] unless there is an overriding public interest in disclosure."

The requested documents contain the names of companies as well as commercially sensitive information gathered during OLAF's investigations. In this context, redactions have been applied not only to the names of companies, but also to other information which, either in isolation or when combined with other elements, could enable the identification of legal entities. This includes, for instance, procurement or contract reference numbers, call for tender details, project titles, or specific descriptions of commercial arrangements.

While not all such data is inherently sensitive, its inclusion in documents produced in the context of an OLAF investigation may, by association, give rise to reputational harm or negative public perception. In particular, the presence of a company's name or related identifiers in an OLAF report, by virtue of an investigation, may adversely affect its reputation, harm its public image, or disrupt current or future commercial relations. Accordingly, there is a real and non-hypothetical risk that disclosing such information would seriously undermine the commercial interests of the companies concerned.

Accordingly, parts of the documents have been redacted for the protection of commercial interests based on the exception set out in the first indent of Article 4(2) of Regulation (EC) No 1049/2001. OLAF considers that the applicant has not demonstrated a public interest in disclosing the documents that would override the need to protect this type of information, nor has OLAF identified such an interest.

c. Protection of investigations

Article 4(2), third indent provides that "The institutions shall refuse access to a document where disclosure would undermine the protection of [...] the purpose of inspections, investigations and audits unless there is an overriding public interest in disclosure." *Certain final reports contain operational details, including information on investigative methods that are not publicly available. OLAF considers that the disclosure of such information could enable potential wrongdoers to anticipate investigative techniques, thereby compromising the effectiveness of future investigations."*

OLAF interprets the exception under Article 4(2), third indent, of Regulation (EC) No 1049/2001 as protecting not just specific investigations, but the overall purpose of its investigative work and, by extension, its mission. Accordingly, redactions were made when strictly necessary to safeguard the general effectiveness of investigative activities. These redactions concern:

- Information that could enable individuals to foresee *specific* investigative methods or their timing, thereby undermining their effectiveness in future cases. OLAF has not redacted general accounts of OLAF's investigative activities, as outlined in the

¹⁴ Judgment of 1 February 2023 in case T-354/21, *ClientEarth v Commission*, ECLI:EU:T:2023:34, paragraph 93.

Regulation 883/2013 or the Guidelines on Investigation Procedures for OLAF Staff (GIPs)¹⁵;

- Strategic details related to the investigation;
- Indications of the difficulties encountered by OLAF in its investigation as this would allow the public to identify and exploit gaps in OLAF's investigative capacities.

OLAF considers that the applicant has not demonstrated a public interest in disclosing the documents that would override the need to protect this type of information, nor has OLAF identified such an interest.

2. Considerations on the status and duration of follow-up actions in the remaining investigations

It follows from the case-law¹⁶ that the protection afforded to OLAF's investigations extends to their follow-up, provided that such follow-up occurs within a reasonable period. According to this case-law, if the reasonable period for deciding what action to take based on information transmitted by OLAF to the competent authorities has not yet expired, granting access to OLAF's investigation file, even in part, could undermine the effective use of those elements by the national authorities, as individuals suspected of irregularities might take steps to obstruct the proper conduct of the procedures or investigations those authorities may decide to *initiate*.

In line with the case-law¹⁷, OLAF systematically requests updates from the relevant follow-up authorities at the time of each access request to verify the status of the ongoing procedures. When these authorities confirm that follow-up actions have been *initiated* and are progressing, OLAF considers that disclosure could undermine the successful completion of these procedures and refuses access to the related documents to protect the ongoing follow-up and the EU's financial interests, which is a public interest¹⁸.

Therefore, OLAF assesses whether a reasonable period has passed for the competent authority to decide on the appropriate follow-up to its recommendations. This assessment is carried out on a case-by-case basis, taking into account the complexity of the case and relevant circumstances, such as parallel investigations by the European Public Prosecutor's Office or other ongoing judicial proceedings.

However, OLAF relies on the assurances provided by the follow-up authorities, and once an authority confirms that a procedure has been formally initiated and is ongoing, OLAF is not in a position to question how long that authority takes to bring the matter to a conclusion, particularly in the absence of any indication that the procedure has stalled. The examination of the conduct of EU and national authorities to determine whether undue delays have occurred falls within the remit of bodies specifically mandated for that purpose.

Furthermore, OLAF may not provide access to documents related to ongoing judicial proceedings unless explicitly authorised by the competent court or the information has already been made public in the framework of judicial proceedings. In practice, even in the absence of a response from the judicial authorities, who may occasionally provide delayed or limited responses, OLAF may still withhold such documents if there is information indicating that the procedure may be still ongoing. This approach is necessary because disclosing documents during active judicial proceedings without judicial consent risks prejudicing the administration of justice, compromising the rights of the parties

¹⁵ *Guidelines on Investigation Procedures for OLAF Staff* (Ares(2021)6071905).

¹⁶ Judgment of 26 May 2016, *International Management Group v European Commission*, Case T-110/15, ECLI:EU:T:2016:32, paragraph 35.

¹⁷ Judgement of 12 July 2023, *Eurecna v Commission*, T-377/21 EU:T:2023:398, paragraphs 32 and 36, and judgement of 12 July 2023, *Vendrame v Commission*, T-379/21 EU:T:2023:399, paragraphs 31 and 35.

¹⁸ The fact that the effectiveness of OLAF's investigations is of public interest was recognized by the Advocate-General Hogan. See, by analogy, paragraph 115 of his opinion in case C-130/19, *European Court of Auditors v Pinxten*, ECLI:EU:C:2020:1052.

involved, and undermining the authority of the judiciary. Moreover, such disclosure could interfere with procedural confidentiality and the integrity of the ongoing legal process, and potentially expose OLAF to judicial consequences. Therefore, in the absence of explicit judicial authorisation, OLAF must withhold documents linked to ongoing judicial procedures to uphold these fundamental principles.

In this case, following the Ombudsman's solution proposal, OLAF has consulted the follow-up authorities, once again, as regards the documents of the remaining six investigations. OLAF has received confirmation that the follow-up procedures have been initiated and are ongoing in five of those cases. The Ombudsman may find the list of cases, with information on the updated status of the follow-up procedures, in Annex II.

As regards the follow-up judicial procedure of investigation OF/2016/0135, OLAF received confirmation that an indictment was issued in October 2024. While it has not yet received a reply as to the status of the procedure at the time of this reply, without confirmation that it has been finalised, nor the explicit authorisation by the judicial authorities to give access, OLAF may not disclose the related final report.

In conclusion, OLAF trusts that the explanations provided demonstrate its efforts to implement the Ombudsman's solution proposal with due care. OLAF remains committed to upholding the principles of transparency and accountability, while fulfilling its mandate to protect the financial interests of the European Union and its duty to maintain the confidentiality of its investigations. It is therefore hoped that the Ombudsman will consider OLAF's approach and actions satisfactory in light of the proposed solution.

Your attention is drawn to the transmission clause below.

Yours sincerely,

Enclosures:

- Final reports and recommendations of investigations: OF/2012/0587; OF/2014/1008; OF/2011/0757; OF/2014/0006; OF/2015/0037; OF/2015/0662; OF/2014/0432; OF/2016/0268; OF/2015/0816; OC/2018/0153; OC/2016/0118; OC/2016/0008; OF/2015/1023; OC/2019/0103; OC/2018/0875; OC/2017/0562; OC/2018/0197; OC/2019/0376; OC/2019/0257; OC/2019/1132; OC/2020/0237; OC/2021/0625; OC/2018/0667; OC/2020/0423; OC/2020/1065; OC/2021/0404; OC/2022/0746; OC/2020/0362; OC/2018/0602; OF/2013/0190 ; OF/2010/0356; OF/2010/0697; OF/2010/0950; OF/2014/0943; OC/2019/0202; OC/2016/0062; OF/2016/0761; OC/2016/0204; OF/2012/1237; OC/2020/0441.

Transmission clause

The transmission of personal data to you is performed under the regime of Regulation 2018/1725 on the protection of natural persons with regard to the processing of personal data by Union Institutions, bodies, offices and agencies and of the free movement of such data and repealing Regulation(EC)45/2001 and Decision N° 1247/2002/EC. Accordingly, as the Controller of the personal data hereby transmitted, you are responsible for ensuring that they are used only for the purpose for which they are transmitted. Processing in a way incompatible with that purpose, such as transferring it to another recipient where this is not necessary or legally required on important public interest grounds, is contrary to the conditions upon which the data has been transferred to you. Furthermore, according to Article 4(2) of Regulation 2018/1725, you are required as the Controller of the personal data concerned to ensure that all obligations of the Controller are complied with.

Annex I: List of cases with no ongoing follow-up

#	Case	Ombudsman inquiry
1	OF/2012/0587	2328/2024/ACB
2	OF/2014/1008	2328/2024/ACB
3	OF/2011/0757	2328/2024/ACB
4	OF/2014/0006	2328/2024/ACB
5	OF/2015/0037	2328/2024/ACB
6	OF/2015/0662	2328/2024/ACB
7	OF/2014/0432	2328/2024/ACB
8	OF/2016/0268	2328/2024/ACB
9	OF/2015/0816	2328/2024/ACB
11	OC/2018/0153	2328/2024/ACB
12	OC/2016/0118	2328/2024/ACB
13	OC/2016/0008	2328/2024/ACB
15	OF/2015/1023	2328/2024/ACB
16	OC/2019/0103	2328/2024/ACB
17	OC/2018/0875	2328/2024/ACB
18	OC/2017/0562	2328/2024/ACB
20	OC/2018/0197	2328/2024/ACB
21	OC/2019/0376	2328/2024/ACB
22	OC/2019/0257	2328/2024/ACB
23	OC/2019/1132	2328/2024/ACB
24	OC/2020/0237	2328/2024/ACB
25	OC/2021/0625	2328/2024/ACB
26	OC/2018/0667	2328/2024/ACB
27	OC/2020/0423	2328/2024/ACB
28	OC/2020/1065	2328/2024/ACB
29	OC/2021/0404	2328/2024/ACB
30	OC/2022/0746	2328/2024/ACB
31	OC/2020/0362	2328/2024/ACB
32	OC/2018/0602	2328/2024/ACB
33	OF/2013/0190	2329/2024/OAM
34	OF/2010/0356	2329/2024/OAM
35	OF/2010/0697	2329/2024/OAM
36	OF/2010/0950	2329/2024/OAM
37	OF/2014/0943	2329/2024/OAM
40	OC/2019/0202	2327/2024/ACB
41	OC/2016/0062	203/2025/NH
42	OF/2016/0761	203/2025/NH
44	OC/2016/0204	203/2025/NH
45	OF/2012/1237	203/2025/NH
47	OC/2020/0441	203/2025/NH

Annex II: List of cases with ongoing follow-up

#	Case	Ombudsman inquiry	Status update
1	OF/2015/0521	2328/2024/ACB	Financial recovery ongoing- confirmed September 2025
2	OC/2016/0158	2328/2024/ACB	Financial recovery ongoing- confirmed September 2025
3	OF/2016/0135	2329/2024/OAM	Judicial procedure ongoing- indictment of October 2024 confirmed in December 2024, request for an update sent in September 2025- answer pending
4	OF/2016/0894	2329/2024/OAM	Judicial procedure ongoing- confirmed May 2025
5	OF/2016/0928	203/2025/NH	Judicial procedure ongoing- confirmed September 2025
6	OC/2016/0069	203/2025/NH	Judicial procedure ongoing- confirmed September 2025

SENSITIVE: OLAF
Investigations¹

OLAF • Rue Joseph II, 30 • B-1049 Brussels (Belgium) • Tel: +32 (0)2 299 11 11 • Web: http://ec.europa.eu/anti_fraud

OLAF collected and analysed information and documentation from various sources, interviewed witnesses and the person concerned as well as carried out forensic examination of electronic data. The conclusions of the investigation indicate that breaches of obligations by an EU official have occurred.

The investigation confirmed that [REDACTED] as Head of Unit at DG [REDACTED] facilitated [REDACTED] recruitment in a project implemented by [REDACTED] unit ([REDACTED]) based on two specific contracts, which [REDACTED] signed on behalf of the EC. [REDACTED] did not submit any declaration of conflict of interest via Sysper 2 nor did [REDACTED] officially inform [REDACTED] hierarchy about this fact. The representatives of the contractors, who signed the specific contracts with the EC, were not aware of the relations between [REDACTED] and [REDACTED]. This constitutes a breach of Articles 11 and 11a of the Staff Regulations and Article 61 of the Financial Regulations. The investigation also found out that on certain issues [REDACTED] reported directly to [REDACTED] in breach of the specific contract's provisions and that [REDACTED] signed [REDACTED] timesheets in the absence of the project manager, which only adds to the seriousness of the established breach.

The investigation also established that:

1. [REDACTED] recommended at least three other persons to [REDACTED] team working on the [REDACTED] project, with whom [REDACTED] either had previous professional relations ([REDACTED]) or they were introduced to him by [REDACTED] [REDACTED] and [REDACTED], who worked with them in the past. No private relationship with those persons could be established by OLAF.
2. The procedure applied for the recruitment of [REDACTED] (official eRequest via the Customer Portal specifying only the profile of a desired candidate and a parallel email to the contractor, indicating the name of a specific candidate) was used in practice also for the recruitment of other external service providers for the [REDACTED] project. [REDACTED] was aware of such procedures having been applied. This procedure was already in place when [REDACTED] started working for DG [REDACTED]. DG [REDACTED] confirmed that the procedure aiming at recruitment of specific, already known candidates, was used in practice.
3. At the moment when [REDACTED] recommended [REDACTED] [REDACTED] and [REDACTED] to be recruited within the [REDACTED] project, none of them had contractual links with any of the contractors having signed a framework contract with the EC. Only after they went through a preliminary check by [REDACTED] team at DG [REDACTED] did they undertake steps to become contractually linked with those contractors, which subsequently allowed for their engagement via specific contracts in the [REDACTED] project.
4. In 2016, [REDACTED] allowed several external service providers, working on the [REDACTED] [REDACTED] of the [REDACTED] project, to temporarily work from [REDACTED] despite the fact that they were recruited on the basis of [REDACTED] mode and therefore should have been located within two-hours of Brussels. [REDACTED] Director was aware about the situation and [REDACTED] had [REDACTED] agreement for this temporary arrangement. It seems that also the Director-General of DG [REDACTED] was aware of the situation and of the applied "work around" solution.

The facts described under point 1-4 would appear to be insufficient to consider them as breaches of EU or contractual provisions. OLAF considers that they were justified either by the established practice and/or by the knowledge/approval of [REDACTED] hierarchy and/or by the specific circumstances pertaining at that time.

Monitoring of implementation of Recommendation(s)

In accordance to Article 11 paragraph 4 of Regulation (EU, Euratom) No 883/2013, you are requested to report to OLAF any action or decision taken as a result of this Recommendation as soon as possible and in any event no later than **6 months**. This information will enable OLAF to monitor the outcome of its Recommendation(s).

The investigator in charge of monitoring the implementation of this Recommendation is [REDACTED], e-mail: [REDACTED]@ec.europa.eu, tel.: [REDACTED]. If you have any queries, please do not hesitate to contact the investigator who will provide you with all necessary assistance.

Your attention is drawn to the statement concerning the transfer of personal data below.

Signed Electronically

on 04/05/2022 at 09:10 by ITALA Ville, Director
General

Transmission clause

The transmission of personal data to you is performed under the regime of Regulation 2018/1725 on the protection of natural persons with regard to the processing of personal data by Union Institutions, bodies, offices and agencies and of the free movement of such data and repealing Regulation(EC)45/2001 and Decision N° 1247/2002/EC Accordingly, as the Controller of the personal data hereby transmitted, you are responsible for ensuring that they are used only for the purpose for which they are transmitted. Processing in a way incompatible with that purpose, such as transferring it to another recipient where this is not necessary or legally required on important public interest grounds, is contrary to the conditions upon which this data has been transferred to you. Furthermore, according to Article 4(2) of Regulation 2018/1725, you are required as the Controller of the personal data concerned to ensure that all obligations of the Controller are complied with.

	Digital forensic acquisition and analysis report Operational analysis report Interviews with six witnesses Interview with the person concerned Analysis of all case material
Has the person concerned been notified of the opening of an investigation? Reason(s) for deferral?	On 27 July 2020 after initial deferral on 3 May 2019. The reasons for not informing the person concerned were the following: - risk of alteration or destruction of evidence if the data subject becomes aware of the investigation; - risk of interference with witnesses if the data subject becomes aware of the investigation.
Has the person concerned been given the opportunity to comment on facts concerning him? Reason(s) for deferral?	On 16 November 2021
Evidence of irregularity or fraud	☒ Yes ☐ No

Financial and other impact	
Impact on EU financial interests	☐ Yes ☒ No
Serious matters relating to discharge of professional duties	☒ Yes ☐ No
Estimated financial impact of the facts established	N/A
Amounts prevented from being unduly spent/evaded	N/A
Judicial proceedings	☐ Yes ☒ No

Summary
In February 2019, Directorate-General of Human Resources and Security, Investigation and Disciplinary Office of the Commission (IDOC) transferred to OLAF a note from ██████████ containing numerous allegations in relation to the former Head of Unit, ██████████. The allegations were linked to the implementation, by the unit at DG ██████████ managed by ██████████ of a project "██████████". They referred mainly to a potential conflict of interest between ██████████ and ██████████ recruited at DG ██████████ as an external service provider based on specific contracts signed by ██████████ on behalf of the EC. In addition, the ██████████ note referred to allegations of favouritism by ██████████ towards external service providers and contractors as well as to other irregularities linked to the implementation of the ██████████ project, such as teleworking from abroad by external service providers, which was not foreseen by their contract. On 25 April 2019, OLAF opened an investigation into possible financial irregularities and/or breaches of ██████████ obligations by ██████████ ██████████ mainly consisting of

favouritism of certain contractors and potential conflict of interests with family members in the period from September 2011 to October 2018. ■■■■■ was considered as a person concerned by the investigation.

OLAF collected information and documentation through an operational meeting with DG ■■■■■ several requests for information to DG ■■■■■ and ■■■■■ analysis of electronic data pertinent to ■■■■■ open sources searches as well as through interviews with the source of the allegations, five more witnesses and the person concerned. OLAF analysed all the data gathered during the investigation.

The investigation confirmed that ■■■■■ ■■■■■ ■■■■■ worked at DG ■■■■■ including on the implementation of the ■■■■■ project. Before the relevant recruitment procedure had been launched and the first specific contract in relation to ■■■■■ was signed, ■■■■■ recommended ■■■■■ candidature to the ■■■■■ Project Managers in view of ■■■■■ potential future engagement in the ■■■■■ project implementation. OLAF also established that ■■■■■ took certain steps in the recruitment of ■■■■■ and signed, on behalf of the EC, with the contractors having concluded framework contracts with the EC, two specific contracts aimed at the recruitment as an external services provider of ■■■■■ ■■■■■ did not submit any declaration of conflict of interest via Sysper 2 nor did ■■■■■ officially inform ■■■■■ hierarchy about this fact. The representatives of the contractors, who signed the specific contracts, were not aware of the family relation between them. In addition, while working on the ■■■■■ project, in certain matters ■■■■■ reported directly to ■■■■■ and ■■■■■ signed ■■■■■ timesheets in the absence of the ■■■■■ Project Managers. However, there are no indications that the information contained in the timesheets was unreliable.

OLAF also established that ■■■■■ recommended at least three other persons to ■■■■■ team working on the ■■■■■ project. ■■■■■ either had previous professional relations with them or they were introduced to ■■■■■ by ■■■■■ who worked with them in the past. No private relationship with those persons could be established by OLAF.

In addition, OLAF found out that the procedure applied for the recruitment of ■■■■■ described in detail in chapter 2.2. (official eRequest via the ■■■■■ specifying only the profile of a desired candidate and a parallel email to the contractor, indicating the name of a specific candidate) was used in practice also for the recruitment of other external service providers for the ■■■■■ project. As Head of the ■■■■■ Unit, ■■■■■ was aware of such procedure having been applied. This procedure was already in place when ■■■■■ started working for DG ■■■■■ DG ■■■■■ confirmed that a procedure aiming at recruitment of specific, already known candidates, was used in practice.

Based on ■■■■■'s statement, OLAF established that at the moment when ■■■■■ recommended ■■■■■ ■■■■■ and ■■■■■ (two other ■■■■■ external service providers) to be recruited within the ■■■■■ project, none of them had contractual links with any of the contractors having signed a framework contract with the EC. Only after they went through a preliminary check by ■■■■■ team at DG ■■■■■ did they undertake steps to become contractually linked with those contractors, which subsequently allowed for their engagement via specific contracts in the ■■■■■ project.

Finally, the investigation confirmed that in 2016, as Head of ■■■■■ at DG ■■■■■ ■■■■■ allowed that several external service providers, working on the ■■■■■ (national) application of the ■■■■■ project, temporarily worked from ■■■■■ despite the fact that they were recruited on the basis of P ■■■■■ mode and therefore should have been located within a two-hour travel distance from Brussels. ■■■■■ Director was aware about the situation and ■■■■■ had ■■■■■ agreement for this temporary arrangement. It seems that also the Director-General of DG ■■■■■ was aware of the situation and of the temporarily applied "work around" solution.

Based on the information and documentation available to OLAF, the other allegations communicated by the source and investigated by OLAF could not be substantiated. The investigation revealed, however, that the implementation of the ■■■■■ project constituted a demanding task, required the recruitment of a high number of external service providers and caused substantial staff turnover.

OLAF concludes that:

The behaviour of [REDACTED] leading to the recruitment of [REDACTED] in the project implemented by [REDACTED] unit at DG [REDACTED] based on two specific contracts, which [REDACTED] signed on behalf of the EC, constitutes a breach of Articles 11 and 11a of the Staff Regulations. In addition, allowing [REDACTED] to report directly to [REDACTED], in breach of the specific contract's provisions as well as signing [REDACTED] timesheets in the absence of the project manager, only adds to the seriousness of the established breach.

The remaining facts established by OLAF would appear to be insufficient to consider them as breaches of EU or contractual provisions. OLAF considers that they were justified either by the established practice and/or by the knowledge/approval of [REDACTED] hierarchy and/or by the specific circumstances pertaining at that time.

1. Background information

1.1 Initial information

On 14 February 2019, IDOC informed OLAF on the allegations forwarded to them on 4 December 2018 by the Director-General of DG [REDACTED]. IDOC provisionally assessed the information ([REDACTED]). The initial source of information was [REDACTED].

[REDACTED] note. In the note, [REDACTED] provided information, which, according to [REDACTED] could indicate potential (financial) irregularities and/or professional misconduct by [REDACTED], [REDACTED] within the management of a project called "[REDACTED]" ([REDACTED]). The [REDACTED] note was attached to the letter sent by IDOC to OLAF (ANNEX 1). The initial source did not request confidentiality and agreed to "be named as the source in documents that could be sent outside OLAF (i.e. the final case report of investigation ref. OC/2019/0202/A1)" (ANNEX 2).

1.2 Source

[REDACTED]

[REDACTED]

Some elements during the investigation have shown a more nuanced context of these bilateral relations.

[REDACTED]

During [REDACTED] interview with OLAF, [REDACTED]

1.3 Allegations communicated by the source

The above-mentioned [REDACTED] note of [REDACTED] referred to numerous potential irregularities. The main allegations may be summarised as follows:

- The source claimed that [REDACTED] was in a situation of conflict of interest because [REDACTED] recruited [REDACTED] as an external service provider. In addition, [REDACTED] could have been treated in a privileged way and overpaid, as there might have been irregularities in a way [REDACTED] signed [REDACTED] timesheets and missions, falling outside the scope of the [REDACTED] project, on which [REDACTED] was supposed to work. According to the source, [REDACTED] might not have had the right qualifications to perform the job.
- [REDACTED] favoured recruitment (as external service providers) of people whom [REDACTED] knew and/or who were recommended to [REDACTED] by [REDACTED]. The source also claimed that [REDACTED] favoured certain contractors e.g. [REDACTED]. In particular, [REDACTED] might have recommended [REDACTED] (former) colleagues from [REDACTED] (e.g. [REDACTED] to be recruited within the [REDACTED] project. The source claimed that the recommended persons happened not to have sufficient competences.
- [REDACTED] allegedly favoured service providers recommended by a [REDACTED] company [REDACTED] where [REDACTED] was the [REDACTED], being therefore potentially in the conflict of interest situation. In addition, under the [REDACTED] (signed by [REDACTED] on behalf of the EC) one subcontractor was a company [REDACTED] where [REDACTED] had worked in the past.
- [REDACTED] allowed for or even promoted teleworking from [REDACTED] of [REDACTED] external service providers employed for the [REDACTED] project, although it was not contractually foreseen. Their timesheets were signed despite the fact that the work was not performed in Brussels. The source gave an example of [REDACTED] working under specific contract [REDACTED], who had apparently never been to [REDACTED] supposed working place in Brussels. The source also indicated that [REDACTED] chose [REDACTED] as the location of a so called [REDACTED] under [REDACTED], while the contract required the location to be no further than two hours travel distance from the EC premises.

1.5 Scope of the investigation

On 25 April 2019, the Director-General of OLAF opened an investigation on the basis of Article 4 of Regulation (EU, Euratom) No 883/2013 with the purpose to “*establish whether there were possible financial irregularities and/or breaches of statutory obligations by [REDACTED] mainly consisting of favouritism of certain contractors and potential conflict of interests with family members in the period from September 2011 to October 2018*”.

1.6 Person concerned

In accordance with Regulation (EU, Euratom) No 883/2013, a person concerned is any natural person or economic operator suspected of having committed fraud, corruption or any other illegal activity affecting the financial interests of the Union or any Member or staff

member of EU institutions or bodies suspected of having committed serious wrongdoings relating to the discharge of the professional duties and who is therefore subject to investigation by OLAF.

On 29 April 2019, based on the initial information obtained by OLAF, [REDACTED] was identified as person concerned.

[REDACTED]

1.4 Issues investigated

The investigation focused on the following issues:

- Potential conflict of interest between [REDACTED] and [REDACTED] alleged [REDACTED] recruited within the [REDACTED] project as external service provider;
- Alleged favouritism of external contractors and external service providers within the [REDACTED] project;
- Other potential irregularities in the implementation of the [REDACTED] project.

2. Investigative activities carried out and evidence collected

2.1 Investigative activities carried out:

- Operational meeting with DG [REDACTED] on 27 August 2019;
- Collection of information and documentation from DG [REDACTED] (ANNEX 3) and [REDACTED] (ANNEX 4);
- Digital forensic acquisition and analysis Report;
- Operational analysis report;
- Interviews with six witnesses:
 - A. [REDACTED] Deputy Head of Unit [REDACTED] at DG [REDACTED] on 23 October 2019 (ANNEX 5);
 - B. [REDACTED] Project Manager [REDACTED] on 4 November 2019 (ANNEX 6);
 - C. [REDACTED] Director at DG [REDACTED] on 21 November 2019 (ANNEX 7);
 - D. [REDACTED] Project Manager [REDACTED] on 4 February 2021 (ANNEX 8);
 - E. [REDACTED] Project Manager [REDACTED], on 5 February 2021 (ANNEX 9);
 - F. [REDACTED] - Project Manager [REDACTED] on 8 February 2021 (ANNEX 10);
- Interview with the person concerned – on 24 June 2021. To complement [REDACTED] statements made during the interview, [REDACTED] provided OLAF with documents by email dated 28 June 2021 (ANNEX 11);
- Analysis of all case material.

2.2 Evidence collected

2.2.1 General information

➤ The [REDACTED] project

The aim of the [REDACTED] project [REDACTED]

[REDACTED] The [REDACTED] project started in 2013 and was supposed to have cost of around EUR 100 000 000 of which, by the end of 2019, around EUR 83 000 000 was planned to be engaged by the Unit [REDACTED]. The implementation of the project required intensive cooperation with and within [REDACTED]

[REDACTED] stated during [REDACTED] interview on 24 June 2021 that *"the [REDACTED] project became a success, fully accepted by [REDACTED] in 2017 as being completed without delays and overspending, which is unusual in an [REDACTED] project"*. [REDACTED] Director at DG [REDACTED] stated during [REDACTED] interview that *"[REDACTED] invested a lot of time and energy to make this project a success in spite of all the obstacles"*.

➤ Division of tasks within DG [REDACTED]

As stated by [REDACTED] during [REDACTED] interview with OLAF, the [REDACTED] project was dealt with by two units at DG [REDACTED] the [REDACTED] Unit and the [REDACTED] OLAF notes, that when referring to the [REDACTED] [REDACTED] kept mentioning Unit [REDACTED] while, according to the evidence collected (in particular from the source and statement of [REDACTED] must have meant Unit [REDACTED]). The latter was responsible for the strategy of the system, the business requirements, the general budget and relations with the participating states. [REDACTED]

[REDACTED] explained that this was in line with the Project Management Methodology recommended by DG [REDACTED] and supervised by the [REDACTED] Management Board of the EC. According to this methodology, there were two Project Managers dealing with the [REDACTED] project, one from [REDACTED] and one from the [REDACTED] Unit. As clarified by [REDACTED] in terms of governance, the decisions regarding the [REDACTED] of the project were taken in agreement with the [REDACTED] during numerous (30 per year) meetings. The decisions were validated by the Steering Committee of [REDACTED] which was composed of the two HoUs from the [REDACTED] and [REDACTED] Units and their respective directors.

➤ Division of tasks within the [REDACTED] Unit

During [REDACTED] interview with OLAF, [REDACTED] provided the following description of the work of [REDACTED] unit: there were 11 permanent officials and [REDACTED] dealing with [REDACTED] projects, one of them being the [REDACTED] project. The external consultants were hired based on the framework contracts from DG [REDACTED]. This generated a huge amount of work: management of invoicing for the external consultants, signature of specific contracts twice a year (between [REDACTED] contracts yearly), supervision of the external staff, etc. The supervision of the timesheets was delegated to the project managers for each project. The staff turnover was very high, as many people could not cope with the high workload. The [REDACTED] project had an internal organisation based on different functions, such as [REDACTED] and [REDACTED] helpdesk. Each of these sections had a team leader, who reported to the [REDACTED] project manager. [REDACTED] had weekly meetings with these team leaders and with the [REDACTED] unit, every two week meetings with the [REDACTED] and monthly meetings with the technical commission of the [REDACTED] members, highly trained experts in [REDACTED]

➤ **Framework contracts used for the [REDACTED] project**

According to information and documentation provided by DG [REDACTED] (see ANNEX 3), the [REDACTED] project was managed under the following framework contracts (FC) signed by the Directorate-General for [REDACTED] (DG [REDACTED])

I. under the call for tenders [REDACTED]

:

- [REDACTED]

- [REDACTED]

II. under the call for tenders [REDACTED]

- F [REDACTED]

- [REDACTED]

- [REDACTED]

III. under the call for tenders [REDACTED]

- [REDACTED]

IV. under the call for tenders [REDACTED]

- [REDACTED]

In addition, a so-called [REDACTED] framework contract was signed in 2017 by DG [REDACTED] and was also used in the framework of the [REDACTED] project.

➤ **Procedure applied to recruit external consultants**

During [REDACTED] interview with OLAF as a witness, [REDACTED] described the established practice for recruitment of external consultants within the [REDACTED] project. According to [REDACTED] in case of need for certain services, a candidate's profile was identified according to the

framework contract and an eRequest for candidates' CV was launched through a dedicated electronic system of DG [REDACTED] ([REDACTED]). Usually, staff members from the financial cell of the unit were responsible for sending such a request. The request shall specify a framework contract to be used, a contractor, a lot, a type of contract (in particular, Time & Means or Proximity Time & Means) and a profile per lot, linked with the daily rate. A technical annex was attached to the request specifying the experience required from the candidate. Subsequently, the contractor, in case [REDACTED] accepted the request, sent CVs of proposed candidates. The CVs were forwarded to the [REDACTED] Project Manager, who decided to invite candidates for an interview. However, as clarified by OLAF with DG [REDACTED] it could have happened that the [REDACTED] Unit have already had in mind a specific service provider, who had worked in the unit in the past, and therefore tried to recruit him/[REDACTED]. In case of selection of a successful candidate, a specific contract was signed by [REDACTED] on behalf of the EC (acting as Authorising Officer by Sub-Delegation (AOSD)), and a legal representative of the contractor, who proposed the candidate. The proposed candidates did not have to be employed as staff member by the contractor; they could be freelancers, who had signed service contracts with the contractor.

Following the explanation by DG [REDACTED] OLAF notes that there was no specific conflict of interest declaration that the HoU was obliged to sign before interviewing/recruiting a new service provider or before signing a specific contract with a contractor. The general rules of the Staff Regulations and the Financial Regulations applied.

During the interview with OLAF, [REDACTED] partially confirmed the information shared with OLAF by [REDACTED] and DG [REDACTED] stated there was a mixed approach in recruiting people. Some of them were proposed by the contractors, as explained by [REDACTED]. However, service providers themselves could also bring/suggest people capable of doing the job. All these recommended persons subsequently underwent an examination of their capacities by the respective [REDACTED] team, where [REDACTED] was practically not involved except for the recruitment of the team leaders. Interviews with the candidates were conducted both before and after the official eRequest had been submitted. If the examined service providers had already had a contract with a service provider, DG [REDACTED] started a recruitment procedure through the [REDACTED].

OLAF established that in such cases, an eRequest was launched without specifying any concrete candidate's name, while a parallel email was sent to the contractor specifying the desired candidate.

[REDACTED] explained that in reply to the eRequest the contractor sent one or more CV's, usually including the one of the specific candidate. [REDACTED] further clarified that the CV(s) and candidate's qualifications were once again examined by a contract manager at DG [REDACTED] to ensure that they matched the suggested payment level. The required level for each job is very well specified and detailed in the framework contract.

In [REDACTED] reply to the opportunity to comments, [REDACTED] added that the procedure (of "anonymous" eRequest and parallel email requesting a specific person) was already in place when [REDACTED] joined DG [REDACTED]. As [REDACTED] said *"this was probably the only way to have the competent staff to develop the [REDACTED] projects of the Commission"*. [REDACTED] also stated that it was common to ask informally the contractors linked through a relevant framework contract for CVs of candidate having the right profile. Otherwise, if the eRequest was launched without a prior contact the contractors had little time to find and propose appropriate candidates. According to [REDACTED] [REDACTED] expiration of the eRequest's deadline might have caused penalties or even exclusion of contractors from a framework contract.

During [REDACTED] interview with OLAF [REDACTED] [REDACTED] also underlined that even if service providers were recruited following a recommendation by the contractors or other service providers (sometimes even related to them) there was no guarantee of a continuous employment. The contracts were not renewed or extended in cases where the quality of their work was not satisfactory or insufficient.

2.2.2 Potential conflict of interest between [REDACTED] and [REDACTED]

➤ [REDACTED] engagement in the [REDACTED] project

The investigation revealed that [REDACTED] recommended [REDACTED] to be engaged in the [REDACTED] project as an external service provider around 2014. [REDACTED] confirmed this both during [REDACTED] interview with OLAF and in [REDACTED] reply to the opportunity to comment.

OLAF identified in the acquired electronic data an email/meeting request, dated 3 July 2014, sent by [REDACTED] to [REDACTED] (external service provider, [REDACTED] Project Manager [REDACTED]) and [REDACTED] (EU staff member, [REDACTED] Project Manager [REDACTED]) (see ANNEX 11). The e-mail's subject is: "Interview [REDACTED]" and [REDACTED] invited the two recipients of the email to meet, most likely, [REDACTED] in Brussels. During [REDACTED] interview with OLAF, [REDACTED] confirmed to have participated together with [REDACTED] and [REDACTED] in a meeting with [REDACTED]. [REDACTED] also explained that "this was the first approach to see if [REDACTED] could assume this role of service provider. The idea was to see if there is any opening. This is not a personal recommendation but "let's see if this person can fit" (see ANNEX 11).

According to the documentation provided by DG [REDACTED] OLAF established that [REDACTED] was later engaged in the [REDACTED] project based on two specific contracts:

[REDACTED]
The specific contract was signed under [REDACTED] on 13 May 2015 between the EC, represented by [REDACTED] as Authorising Officer by sub-delegation (AOSD) and the [REDACTED] represented by [REDACTED], Finance Director of [REDACTED], the contractor responsible for the specific contract's implementation.

The specific contract in question covered execution of tasks in the period from the date of its signature until 31 October 2016, with the location of delivery in Brussels. The EC undertook to pay the contractor ([REDACTED]) in consideration of the service rendered an amount of EUR 869,42 per day of actual services rendered, for 220 days for profile [REDACTED] (total amount to be paid EUR 191 272,40). The contractor was permitted to subcontract by written authorisation dated 29 April 2015. The technical annex of the contract specified that the recruited candidate would report to the DG [REDACTED] [REDACTED] Project Manager (see ANNEX 3, under [REDACTED]).

As shown in the below description, [REDACTED] undertook certain steps in the recruitment process of [REDACTED] (see ANNEX 3, under [REDACTED]):

- By email of 27 March 2015, [REDACTED] asked a financial assistant in Unit [REDACTED], [REDACTED] to launch an [REDACTED]. [REDACTED] further specified that the contractor would be [REDACTED] and the service provider, [REDACTED]. Due to lack of sufficient budget, as subsequently alerted by the financial colleagues, [REDACTED] also proposed to finally shorten the contract to 110 days. Following this request, on 16 April 2015, [REDACTED] launched an eRequest, specifying the candidate's profile "Project Manager [REDACTED]" but not indicating any name. On the same day, [REDACTED] sent an email to [REDACTED] informing that an eRequest was launched for a known candidate, [REDACTED].
- In reply to the above request, on 22 April 2015 [REDACTED] sent to DG [REDACTED] CVs of two candidates, including [REDACTED]. On 23 April 2015, the financial unit asked [REDACTED] [REDACTED] (Project Manager for [REDACTED]) whether they could accept the candidature of [REDACTED]. [REDACTED] approved by email sent on the same day.

- By email of 29 April 2015, both [REDACTED] and [REDACTED] approved a request for proposal of recruitment (*"demande de proposition d'engagement"*) of [REDACTED]
- After a verification by [REDACTED] Contract Assistant, by email of 4 May 2015, [REDACTED] approved the so-called request for continuation of recruitment process (*"demande de continuation d'engagement"*) of [REDACTED]

In [REDACTED] reply to the opportunity to comment [REDACTED] stated that the above described procedure "was not an exception". [REDACTED] explained that *"in case of a new recruitment, it is usual to ask informally the contractors linked through a relevant Framework contract to the Commission to present CVs with adequate profiles. In most cases, the persons were not working yet for the respective companies but were coming from a database of contacts that agreed informally work for the company if a request is issued. The suitable persons were interviewed and examined practically, and an official request was issued for the chosen profiles in eRequest"*.

The specific contract was signed under [REDACTED] on 13 May 2016 between the EC, represented by [REDACTED], and the [REDACTED] represented by [REDACTED], Legal Representative of [REDACTED], the contractor responsible for the specific contract's implementation. It covered execution of tasks in the period from the date of its signature until 31 August 2017. The EC undertook to pay the contractor in consideration of the service rendered an amount of EUR 868 per day of actual services rendered, for 220 days for profile [REDACTED] (total amount to be paid EUR 193 460,00 which included EUR 2500 as a maximum total amount to be spent, if necessary, for travel costs and daily subsistence allowance connected to missions requested by the Commission, related to the [REDACTED] project). The contractor was permitted to subcontract the services. The technical annex of the contract specifies that the candidate will report to the [REDACTED] Project Manager (see ANNEX 3, under "[REDACTED]").

As shown in the below description, [REDACTED] undertook certain steps in the recruitment process of [REDACTED] (see ANNEX 3, under "[REDACTED]"):

- By email of 20 April 2016, [REDACTED] informed a financial assistant in Unit [REDACTED], [REDACTED] that [REDACTED] *"changed the company"* and asked [REDACTED] to launch *"a new [REDACTED]"* with EUR 2500 travel budget. [REDACTED] added that the company [REDACTED] should reply to the request. Following this request, on the same day, [REDACTED] sent an email to [REDACTED] (mailbox of [REDACTED] informing that an eRequest was launched for a known candidate, "[REDACTED] - [REDACTED] ([REDACTED])").
- On 28 April 2016, [REDACTED] sent to DG [REDACTED] CVs of two candidates, including [REDACTED].
- By email of 29 April 2016, [REDACTED] approved a request for proposal of recruitment (*"demande de proposition d'engagement"*) of [REDACTED]. So, on the same day, did [REDACTED] Project Manager of [REDACTED] at that time;
- After a verification by [REDACTED] Contract Assistant, by email 4 May 2016, [REDACTED] approved the so-called request for continuation of recruitment process (*"demande de continuation d'engagement"*) of [REDACTED]

➤ **Family ties between [REDACTED] and [REDACTED]**

Based on information obtained from [REDACTED] on 3 July 2019 (see ANNEX 4) and confirmed by [REDACTED] OLAF established that [REDACTED] was and continues to be [REDACTED] is [REDACTED] of [REDACTED]

██████ Director at DG ██████ and ██████ line manager at the time of both recruitments (under ██████ confirmed during ██████ interview with OLAF that ██████ was not aware that ██████ was ██████ did not remember ██████ reporting to ██████ a situation of potential conflict of interest with any of the external consultants recruited in the framework of the implementation of the ██████ project. ██████ was not aware whether ██████ reported this to anybody else from ██████ hierarchy at DG ██████

To a question whether ██████ informed anybody, in particular ██████ hierarchy about ██████ family ties with ██████ replied during ██████ interview: *"No. What I can say is that knowing that probably these kind of things could be misinterpreted; I always made sure that I did not offer special favours, no free time, etc. Once a project manager offered ██████ some free time but exactly on these grounds, ██████ refused in order to avoid the perception of special favours. I took this risk, as I needed ██████ experience. Without this competence in relations with ██████ we would have had considerable delays. ██████ was the leader of the ██████ role was to coordinate with the ██████ technical teams in order to succeed the ██████ of the project. If the ██████ was negative, the project would have had automatically delays, which were translated into important budget losses (18.4 million euros per year)."*

██████ one of the persons present at the above-mentioned first meeting with ██████ in July 2014, stated during ██████ interview with OLAF that ██████ did not know that ██████ and ██████ were related to each other. ██████ learned about it from ██████ after ██████ had already stopped working for the ██████ project.

In ██████ reply to the opportunity to comment, ██████ stated in relation to the above-mentioned meeting in July 2014 and the fact that ██████ did not know about ██████ ties with ██████ that ██████ *"concern was to have a fair evaluation of suitability of ██████ and do not influence in any way the opinion of ██████"*

██████ stated during ██████ interview with OLAF that ██████ was not aware about any family ties between ██████ and any other external service provider.

OLAF also established that ██████ did not submit any relevant declaration of conflict of interest in Sysper 2.

In ██████ reply to the opportunity to comments, ██████ declared that ██████ was not ██████, they have not shared their revenue or debts and ██████ has had an independent family life. ██████ added that ██████ did not know that such declaration in Sysper 2 existed for other relatives than a spouse.

Asked during ██████ interview, whether the representatives of the contractors knew at the moment of the signature of the specific contracts of ██████ family ties with ██████ ██████ said that they did not know. In ██████ reply to the opportunity to comment ██████ added, that ██████ *did not want to create any difference in treatment or favour form the contractors"*.

➤ **Supervision of ██████**

As described above, both specific contracts signed in relation to ██████ envisaged that ██████ would report to the ██████ Project Manager. However, during ██████ interview with OLAF, ██████ stated that although ██████ worked under ██████ supervision ██████ *had a direct access to ██████ any time"*. ██████ Project Manager for ██████ during years ██████, on 4 February 2021, stated during ██████ interview with OLAF that ██████ was *"the PM behind the scenes"*. ██████ added that ██████ felt bypassed as ██████ *"was preparing strategies and important communication letters directly with ██████ and not with me, an EC official and Project Manager."*

In [redacted] reply to the opportunity to comment [redacted] confronted with the finding that [redacted] reported directly to [redacted] instead to the Project Manager as envisaged in the specific contract, stated that [redacted] did report to the [redacted] Project Manager but [redacted] was steering the project as [redacted] explained that *"all team leaders including [redacted] were reporting during the weekly meeting their activity, their concerns and proposing concrete solutions. Any Project Manager or Team lead could approach [redacted] and discuss about matters that could influence the success of the projects. They did it all, on a weekly basis, depending on their concerns"*.

➤ **[redacted]'s qualifications to perform the job**

As regards [redacted] by the EC staff members cooperating with [redacted] [redacted] stated that [redacted] had the right background to deliver the job, while according to [redacted] did not have it but ultimately had a positive contribution to the project.

OLAF notes that according to the rules of recruitment via the [redacted] as mentioned above, [redacted] qualifications must have been examined by a contract manager at DG [redacted] against the candidate's profile and experience requested by DG [redacted] in the eRequest in order to ensure that they matched the suggested payment level. According to the documentation obtained by OLAF, the requests for recruitment of [redacted] were approved on 4 May 2015 (for the [redacted] and on 4 May 2016 (for the contract [redacted] by the [redacted] Team.

In [redacted] reply to the opportunity to comment, [redacted] [redacted] stated that the two above-mentioned specific contracts *"were accurately reflecting the professional qualifications, the expertise and level of training and education of [redacted] [redacted]"* [redacted] added that [redacted] was subsequently recruited by another unit at DG [redacted] – Unit [redacted] in the period from 2017 to 2020. [redacted] underlined that [redacted] direct managers from that period could confirm [redacted] qualifications.

➤ **Timesheets of [redacted]**

According to information obtained by OLAF (see ANNEX 3, under *"Contracts, timesheets, invoices(F5)"*), under the specific [redacted] and [redacted] [redacted] signed, as [redacted], a role usually assigned to Project Managers):

- 5 out of 12 timesheets submitted by [redacted] within the execution of the [redacted]:
 - On 4 August 2015, a timesheet for July 2015;
 - On 3 September 2015, a timesheet for August 2015;
 - On 6 October 2015, a timesheet for September 2015;
 - On 11 May 2016, a timesheet for April 2016;
 - On 6 July 2016, a timesheet for June 2016;
- 1 out of 13 timesheets submitted by [redacted] within the execution of the CS: on 2 August 2016, a timesheet for July 2016.

During the interview with OLAF [redacted] stated that the timesheets of [redacted] were being signed by the project manager and then they were validated by one of the officials. Asked whether [redacted] has ever signed timesheet of [redacted] [redacted] said: *"Yes, I was signing hundreds and as they were verified by the project managers and the hours had to be put in an electronic system (which can be viewed by the project manager at any time), so honestly I barely looked at them. The timesheets were verified by the team lead, by the project manager and by my deputy. The one signing was in principle the project manager. Exceptionally I would sign timesheets when the project manager was on holidays, or absent for other reasons."*

In addition, [redacted] stated during [redacted] interview with OLAF that it has never happened that [redacted] did not want to sign [redacted] timesheets. [redacted] stated that [redacted] saw [redacted] working hard on the project and putting a lot energy into it.

In [REDACTED] reply to the opportunity to comment, [REDACTED] stated that [REDACTED] probably signed them during the absence of the project manager. [REDACTED] added that [REDACTED] was signing more than 250 timesheets per month, verified by a team leader and a project manager. [REDACTED] also stressed that the job of [REDACTED] was "perfectly executed and bringing a lot of value to the project. [REDACTED] received only compliments for [REDACTED] important work as outlined in messages from the Head of Unit and the Director of the [REDACTED] unit [REDACTED] Beyond [REDACTED] CV, [REDACTED] attached to [REDACTED] comments a power point presentation with quotations of feedback messages provided by the participating [REDACTED] They were all very positive while one representation specifically referred to a good cooperation with "[REDACTED] team". Also, an internal email exchange at DG [REDACTED] was attached with overall congratulations to the [REDACTED] team for the successful [REDACTED] results, with one person mentioning specifically "[REDACTED] who had been in charge of "[REDACTED] team". [REDACTED] was at that time the name of the [REDACTED] unit.

➤ **Alleged preferential treatment of [REDACTED]**

In addition, to information collected by OLAF regarding the supervision of [REDACTED] and [REDACTED] reporting on certain issues directly to [REDACTED] presented above, [REDACTED] stated that [REDACTED] did not see any difference in how [REDACTED] treated [REDACTED] and other staff members [REDACTED] added: *[REDACTED] was a person who was always very correct and courteous to everybody*".

While interviewed, [REDACTED] stated that [REDACTED] did not see anything inappropriate in how [REDACTED] treated [REDACTED] in comparison to [REDACTED] relations with other staff members.

➤ **Missions of [REDACTED]**

Regarding the allegation of potential unjustified missions of [REDACTED] falling outside the scope of the [REDACTED] project, OLAF established that [REDACTED] did not participate in any mission linked with the implementation of the [REDACTED] project. This exact question was raised in the process of decommitments preparation at DG [REDACTED] By email of 20 June 2017, [REDACTED] replied that [REDACTED] did not perform any missions for [REDACTED] (see ANNEX 3, under "[REDACTED] PTM"/"[REDACTED] no missions").

During [REDACTED] interview with OLAF [REDACTED] stated: *"I cannot remember [REDACTED] going for mission. The meetings with the [REDACTED] were all in Brussels. It would not be common and we did not have mission budget for the external service providers. If there were any missions, they must have been exceptional"*.

Facts established:

1. In 2014 [REDACTED] recommended [REDACTED] [REDACTED] to the then [REDACTED] Project Managers. More specifically, in July 2014, [REDACTED] arranged a meeting to introduce [REDACTED] to the [REDACTED] Project Managers in order to verify [REDACTED] capacity to be potentially engaged in the [REDACTED] project in the future, without informing them about [REDACTED] family ties.
2. [REDACTED] was involved in the recruitment process of [REDACTED] [REDACTED] by having taken certain steps in both recruitments. In particular, in [REDACTED] capacity as Head of [REDACTED] Unit at DG [REDACTED] from [REDACTED] [REDACTED] acted as [REDACTED] in the framework of the [REDACTED] implementation of the [REDACTED] project. In this context, [REDACTED] signed two specific contracts [REDACTED], which led to the engagement as an external service provider of [REDACTED] i.e.: on 13 May 2015 - a specific contract [REDACTED] under [REDACTED] [REDACTED] - a specific contract [REDACTED] under the [REDACTED] framework contract [REDACTED].
3. Under the specific contract [REDACTED] [REDACTED] signed, as [REDACTED] [REDACTED], five out of 12 timesheets submitted by [REDACTED] within the execution

of this specific contract. Under the specific contract [REDACTED] signed [REDACTED] one out of 13 timesheets submitted by [REDACTED] within the execution of this specific contract.

4. Under both specific contracts [REDACTED] and [REDACTED] [REDACTED] was supposed to report to the [REDACTED] Project Managers. According to the information obtained by OLAF, in certain matters [REDACTED] reported directly to [REDACTED]
5. [REDACTED] did not inform anybody, in particular [REDACTED] hierarchy, about [REDACTED] family ties with [REDACTED] [REDACTED] did not submit any declaration of conflict of interest in Sysper 2, either. The representatives of the contractors did not know about [REDACTED] family ties with [REDACTED]
6. The procedure applied for the recruitment of [REDACTED] (official eRequest specifying only the profile of a desired candidate and a parallel email to the contractor, indicating the name of a specific candidate) was used in practice for the recruitment of other external service providers for the [REDACTED] project. As Head of the [REDACTED] Unit, [REDACTED] was aware of such procedure having been applied. This procedure was already in place when [REDACTED] started working for DG [REDACTED] DG [REDACTED] confirmed that a procedure aiming at recruitment of specific, already known candidates, was used in practice.

2.2.3 Alleged favouritism of external service providers and contractors within the [REDACTED] project

2.2.3.1 Favouritism of external service providers

[REDACTED] stated during [REDACTED] interview with OLAF that the service providers [REDACTED] proposed did not have contracts with any of the contractors. They were presented to [REDACTED] team at DG [REDACTED] interviewed by them and only after they were recommended to be engaged by DG [REDACTED] they contacted different companies who had a relevant framework contract signed with the EC. In this context, [REDACTED] mentioned [REDACTED] [REDACTED], [REDACTED] [REDACTED] and [REDACTED] all of them of [REDACTED] nationality. [REDACTED] added that [REDACTED] had proposed at least five or six others but they were not taken on board.

Based on the available information, OLAF established that the percentage of [REDACTED] [REDACTED] happened to be relatively high among people recruited for the implementation of the [REDACTED] and other [REDACTED] projects at DG [REDACTED] When interviewed by OLAF, [REDACTED] stated that at a certain moment when [REDACTED] was the [REDACTED] project Manager, the majority of the external service providers were [REDACTED] [REDACTED] confirmed at the same time that in 2014 and 2015, most of the CVs received from the contractors were [REDACTED] [REDACTED], who had sufficient experience and agreed to come to work to Brussels for the offered prices.

None of the witnesses interviewed by OLAF reported any irregularities in the procedures applied for recruitment of external service providers. According to [REDACTED] decisions to recruit candidates were being taken by the team and [REDACTED]

➤ [REDACTED] [REDACTED]

According to the documentation provided by DG [REDACTED] (see ANNEX 3), [REDACTED] was engaged in the [REDACTED] project based on several specific contracts concluded between December 2012 and June 2016 with different consortiums.

OLAF analysed the documentation provided by DG [REDACTED] regarding recruitment processes of [REDACTED] OLAF notes that, in particular for the subsequent contracts when [REDACTED] name and qualities were already known in the unit, the contractors were asked specifically for [REDACTED] candidature at the initiation of the recruitment procedure.

During [redacted] interview with OLAF, [redacted] stated that [redacted] met [redacted] in 2012 in [redacted] [redacted] was introduced to [redacted] as a very good consultant and their relationship was purely professional. [redacted] confirmed that after they met [redacted] advised [redacted] to contact a contractor having a Framework Contract with the Commission. [redacted] underlined that before being recruited, [redacted] was interviewed by the [redacted] Project Manager.

To a question whether [redacted] knew [redacted] before [redacted] joined DG [redacted] [redacted] replied that [redacted] worked for [redacted] in [redacted] for some years from where [redacted] was dismissed. [redacted] also stated that [redacted] presented [redacted] as "a good person with limitations" and advised to verify whether [redacted] would be suitable for the job in the [redacted] project. In addition, [redacted] explained that [redacted] worked with several other consultants, including [redacted] [redacted] who joined [redacted] unit after [redacted]

OLAF notes that the [redacted] Project Managers appreciated [redacted] [redacted] work and did not have any relevant objections as to [redacted] suitability for the job. None of them noticed that the relations between [redacted] and [redacted] went beyond a professional dimension.

[redacted] (Project Manager for [redacted] during years 2011-2014) stated during [redacted] interview with OLAF that [redacted] was the first person who joined the [redacted] project after [redacted] joined the unit. [redacted] added that [redacted] had a very good professional relationship with [redacted] who was helping with the communication with the [redacted] [redacted] and [redacted] was doing it very well.

[redacted] and [redacted] stated during their interviews with OLAF that they were aware about the past professional relationship between [redacted] and [redacted] [redacted] also stated that [redacted] recalled [redacted] having told [redacted] that [redacted] worked with [redacted] in the past. In addition, [redacted] recalled that [redacted] told [redacted] once that [redacted] knew [redacted] from their previous professional occupation before they started working for the EC. According to [redacted] [redacted] had a very good opinion about [redacted] competences.

According to [redacted] [redacted] was a very good employee, competent to do [redacted] job, committed, honest and transparent. [redacted] said during [redacted] interview with OLAF that [redacted] was very satisfied with the job delivered by [redacted] [redacted] described the relationship between [redacted] and [redacted] as very professional.

➤ [redacted] [redacted]

According to the documentation provided by DG [redacted] (see ANNEX 3), [redacted] was in the [redacted] project based on several specific contracts concluded between August 2014 and September 2016 with different consortium/contractors.

The analysis of [redacted] electronic data identified a meeting request sent by [redacted] to [redacted] that precede [redacted] first recruitment by DG [redacted] (November 2013) thus confirming a previous relation between the two.

[redacted] stated during [redacted] interview with OLAF that [redacted] recalled having been told by [redacted] that [redacted] had worked with [redacted] in the past.

During [redacted] interview with OLAF, [redacted] confirmed that [redacted] met [redacted] in 1999 at a congress and since then they had a professional relationship. [redacted] added that [redacted] knew [redacted] as a very good [redacted]

The witnesses interviewed by OLAF considered [redacted] suitable for the job, some of them were impressed by [redacted] competences.

In the available information and documentation, OLAF did not find any evidence suggesting that the relationship between [redacted] and [redacted] had ever gone beyond professional relations.

➤ [REDACTED] [REDACTED]
[REDACTED] was recruited for the implementation of the [REDACTED] project based on three specific contracts, the first of them having been signed on 21 January 2017. The analysis of documentation related to the contract's signature (see ANNEX 3) revealed that already the first recruitment procedure was accompanied by an email sent to the company [REDACTED] for the candidature of [REDACTED] in parallel to the eRequest launched via the electronic system of [REDACTED] where no name was specified. Consequently, the offer sent by [REDACTED] included only one CV, of [REDACTED]. The two following specific contracts were signed as an extension of the previous one(s).

The analysis of the electronic data identified an email/meeting request in December 2016 where [REDACTED] appears to have recommended [REDACTED] to [REDACTED] the [REDACTED] Project Manager at that time (see ANNEX 11). [REDACTED] stated during [REDACTED] interview with OLAF that prior to [REDACTED] joining another project at DG [REDACTED] ([REDACTED]) in early 2017, [REDACTED] and [REDACTED] invited [REDACTED] to participate in an interview of a [REDACTED] who was supposed to replace [REDACTED] in the [REDACTED] project. In [REDACTED] opinion, [REDACTED] was not fit for the job because [REDACTED] did not have any [REDACTED] background, which [REDACTED] openly communicated to [REDACTED] and [REDACTED]. However, it was decided to recruit [REDACTED] [REDACTED] did not know about [REDACTED] links with anybody in the unit. Regarding [REDACTED] work, [REDACTED] stated that [REDACTED] was always present at work, very professional and trying very hard.

Regarding the engagement of [REDACTED] in the [REDACTED] project, [REDACTED] stated during [REDACTED] interview with OLAF, that [REDACTED] was an independent consultant, as well trained as [REDACTED] and that the two [REDACTED] worked together in [REDACTED] 10-15 years before their employment at DG [REDACTED]. The relationship between them was professional, they were colleagues in the past. [REDACTED] also stated that [REDACTED] did not know [REDACTED] before. [REDACTED] confirmed that [REDACTED] interviewed [REDACTED] before recruiting [REDACTED] in the unit. [REDACTED] met [REDACTED] before [REDACTED]. Regarding [REDACTED] competences [REDACTED] said that [REDACTED] was a very highly skilled person, very well placed for the contacts with the [REDACTED]. In this context, [REDACTED] additionally clarified that both [REDACTED] and [REDACTED] were engaged based on a senior project management profile; they were not [REDACTED] experts. This profile was fully compatible with their roles in the project. They had certification in organisation of services and this was their strongest point.

In [REDACTED] reply to the opportunity to comment, regarding the fact that [REDACTED] recommended [REDACTED] [REDACTED] and [REDACTED] underlined that *"all these persons were key to the major achievement of developing [REDACTED] system, getting it tested and approving it totally by [REDACTED] [REDACTED]"*

Facts established:

1. [REDACTED] recommended as external service providers at least three other (besides [REDACTED] persons to [REDACTED] team working on the [REDACTED] project, i.e. [REDACTED] and [REDACTED] two of them of [REDACTED] nationality [REDACTED] and [REDACTED] either had previous professional relations with them ([REDACTED] or they were introduced to [REDACTED] by [REDACTED] who worked with them in the past ([REDACTED] and [REDACTED]. No private relationship with those persons could be established by OLAF.
2. At the moment when [REDACTED] recommended [REDACTED] [REDACTED] and [REDACTED] to be recruited within the [REDACTED] project, none of them had contractual links with any of the contractors having signed a framework contract with the EC. Only after they went through a preliminary check by [REDACTED] team at DG [REDACTED] they undertook steps to become contractually linked with those contractors, which subsequently allowed for their engagement via specific contracts in the [REDACTED] project.

3. At the moment when [REDACTED] proposed certain external service providers to be recruited within the [REDACTED] project (including [REDACTED], [REDACTED] and [REDACTED]), none of them had contractual links with any of the contractors having a framework contract signed with the EC. Only after they went through a preliminary check by [REDACTED] team at DG [REDACTED] did they undertake steps to become contractually linked with those contractors, which subsequently allowed for their engagement via specific contracts in the [REDACTED] project.

2.2.3.2 Favouritism of contractors

➤ Relations with the contractors' managers

OLAF verified the initial allegations regarding favouritism by [REDACTED] of certain contractors, which were proposing consultants for the [REDACTED] project. The analysis of the electronic data pertinent to [REDACTED] only revealed that [REDACTED] Outlook calendar included meetings with legal representatives and/or managers of certain companies. During [REDACTED] interview with OLAF [REDACTED] confirmed that [REDACTED] personally knew all managers of the companies, which were members of the consortia having concluded with the Commission the framework contracts used for the [REDACTED] project. [REDACTED] underlined, however, that this did not mean that they were friends. The managers remained in regular professional contact with [REDACTED] in order to verify the quality of services provided by their consultants. According to [REDACTED] the other [REDACTED] HoUs (although [REDACTED] did not specify their names) also knew all of the managers.

➤ Companies [REDACTED] and [REDACTED]

As regards any possible links, via [REDACTED] with companies [REDACTED] or [REDACTED], [REDACTED] explained during [REDACTED] interview with OLAF that [REDACTED] had worked in both [REDACTED] and [REDACTED] in the past. The companies did not have any specific contract with DG [REDACTED] in particular for [REDACTED] services in the period 2011-2018, when [REDACTED] managed the [REDACTED] project. [REDACTED] also stated that [REDACTED] had important contracts with DG [REDACTED] and DG [REDACTED] (e.g. [REDACTED] portal).

➤ [REDACTED]
According to information collected by OLAF, in the framework of the [REDACTED] project a [REDACTED] solution was selected in an internal contest to be used within the [REDACTED] project. As mentioned in Chapter 1.6, before [REDACTED] resumed [REDACTED] work at the EC in 2011, [REDACTED] worked for [REDACTED] as Director of [REDACTED] and [REDACTED] sector. As Head of the [REDACTED] unit at DG [REDACTED] participated in a procedure that resulted in the selection of the [REDACTED] solution.

[REDACTED] led the internal team, which was defeated by [REDACTED] in the above-mentioned contest. [REDACTED] acknowledged that there was a professional "divergence of opinion" between [REDACTED] and [REDACTED] on how the [REDACTED] project could run. To solve this divergence, the contest was organised where three solutions were presented by [REDACTED], [REDACTED] and an internal DG [REDACTED] team, led by [REDACTED]. According to the latter, due to equal ranking of [REDACTED] and the internal team's solution by the evaluation panel, where [REDACTED] was not involved, the final choice was up to [REDACTED] and [REDACTED] chose [REDACTED]. The equal ranking of [REDACTED] and the internal team is confirmed in the [REDACTED], dated 20 November 2013, provided to OLAF by [REDACTED] (see ANNEX 11).

[REDACTED] stated during [REDACTED] interview with OLAF that DG [REDACTED] "did a study with six [REDACTED] that analysed the different solutions. They concluded that the internal solution had the highest rank but the [REDACTED] of [REDACTED] in the plenary session decided on the second ranked [REDACTED] at the end, as they have better technical support afterwards". [REDACTED] also stated that everybody knew that [REDACTED] had worked at

including [REDACTED] Director, [REDACTED] explained that [REDACTED] had also informed [REDACTED] colleagues working on the [REDACTED] project. Knowing that [REDACTED] previous employment at [REDACTED] was public via [REDACTED] LinkedIn account, [REDACTED] opted for a procedure where the [REDACTED] might choose. In addition, every Member State was free to propose other solutions. [REDACTED] added that [REDACTED] was very careful to avoid any possible perception of conflict of interest. In this regards [REDACTED] also stated: *"Actually, my experience at [REDACTED] helped me save millions of euros for the Commission with the knowledge I had of the prices and conditions of [REDACTED] I consulted [REDACTED], a consultation company, to see if the price would be right with [REDACTED] and they confirmed that it is a very good one. For the financial and contractual part, we cooperated with DG [REDACTED] who is responsible for licensing of [REDACTED]"*

In [REDACTED] reply to the opportunity to comment [REDACTED] added that the above selection procedure was very well monitored by the [REDACTED]

[REDACTED] during [REDACTED] interview with OLAF stated that [REDACTED] *had been working in the areas of [REDACTED] for many years before entering to the EC, e.g. for [REDACTED] so unavoidably [REDACTED] would have had a lot of personal links with several [REDACTED] companies"* [REDACTED] also said: *"I found [REDACTED] a very professional person and serious HoU. [REDACTED] had a good professional relation with [REDACTED] and [REDACTED] kept me well informed about the [REDACTED] in the team and in the projects"*. [REDACTED] also said that [REDACTED] did not have any report of irregularities (in the framework of the implementation of the [REDACTED] project) and was only informed about difficulties in the implementation of the project.

➤ [REDACTED]
Regarding the allegation of possible favouritism by [REDACTED] of the company [REDACTED] or former [REDACTED] employees via [REDACTED] contacts with them, [REDACTED] explained during [REDACTED] interview with OLAF that [REDACTED] *"was a Director of [REDACTED] for several years and that at [REDACTED] staff are independent service providers"*. Asked about any staff members working in [REDACTED] unit or any other external service providers' links with [REDACTED] [REDACTED] stated that that there was a full team of two or three persons provided by [REDACTED] for security matters within the [REDACTED] project. [REDACTED] met them in Brussels for the first time, they did not work together before. [REDACTED] did not recommend them. The team was already in place when [REDACTED] arrived to DG [REDACTED] Asked during the interview whether [REDACTED] before or after [REDACTED] was recruited in [REDACTED] unit, ever lobbied for having [REDACTED] colleagues from [REDACTED] to be recruited, [REDACTED] replied: *"No. [REDACTED] has a very important track record in security, they don't need recommendations."*

However, OLAF notes that [REDACTED] with whom [REDACTED] worked at [REDACTED] in the past, was recommended by the later to [REDACTED] and became engaged in the [REDACTED] project.

➤ [REDACTED] framework contract

As regards the allegations on potential favouritism by [REDACTED] in selection of a consortium or contractor for the [REDACTED] framework contract, DG [REDACTED] assured OLAF that the evaluation and selection of contractors was carried out in line with the procedures in place. In addition, as stated by [REDACTED] during [REDACTED] interview with OLAF, [REDACTED] was not involved in the evaluation process, only signed the framework contract with the company proposed by the evaluation committee. According to [REDACTED], the call for tenders was prepared by one of [REDACTED] colleagues in the unit [REDACTED] [REDACTED] reviewed by many other units of DG [REDACTED] and evaluated by a team composed of staff members of different units from two DGs (DG [REDACTED] and DG [REDACTED] Therefore, OLAF did not investigate further this issue.

* * * * *

The witnesses interviewed by OLAF did not report any instances of favouritism towards the contractors in the implementation of the ██████ project. ██████ stated that the Unit ██████ mostly cooperated with ██████ but ██████ also explained that it was because ██████, involved in the ██████ project in 2009, was purchased by ██████ that subsequently signed a framework contract with the EC.

██████ explained during ██████ interview with OLAF that the procedure that they had to follow in order to recruit service providers guaranteed that there was no favouritism. Also ██████ asked about any potential favouritism towards the contractors, stated during ██████ interview: *"I remember that ██████ raised the issue but I never understood why because as far as I know the companies were first in the cascade of the consortium and therefore were the best placed to be asked for and send the service providers. I do not remember that we had ever cascaded to a contractor below the first in the cascade. This would only happen if we did not like the CVs sent by the contractor, which was the first in the cascade"*.

██████ asked whether the procedures in place allowed ██████ unit to request a service provider from any contractor or obliged to request a provider from the first contractor in the cascade, replied that *"in theory, it is the first in the cascade but we had 4-5 framework contracts in parallel, so it gave us a possibility/freedom to find the right profiles easier. Normally, I would ask the first in the cascade but if we had someone in mind, who is with the fifth in the cascade, we would inform them to contact the first contractor to find an agreement with them and so they can be employed. To my best recollection, this has never happened in practice. These people have to be competent and able to do the job of course. According to the procedure in order to recruit a service provider from the fifth contractor in the cascade, we have to have refusals from the first four contractors and this is scrutinised by DG ██████ There are different contract managers in DG ██████ who are validating and we had no friendship or any kind of relationship to them, they worked impartially. In addition, this is an electronic workflow, which we cannot bypass"*.

Fact established:

1. In the period ██████, before ██████ resumed work at the EC, ██████ worked for ██████ as Director of ██████ sector. As Head of the ██████ Unit at DG ██████ participated in a selection procedure that led to a selection of ██████ solution to be used within the ██████ project. ██████ as a financial actor involved in the procedure, did not make a declaration of conflict of interest but ██████ Director at the time of the procedure, confirmed that ██████ was aware of ██████ past employment in ██████
2. The investigation did not substantiate the allegations of favouritism concerning ██████ or any of the other above mentioned contractors.

2.2.4 Other potential irregularities

OLAF carried out an analysis of selected allegations of potential irregularities in the implementation of or in connection with the ██████ project, communicated by the source.

➤ ██████ by former ██████ service providers

One of the initial allegations referred to an alleged involvement or failure in properly addressing a potential breach of contractual obligations by some former external service providers, recruited to deal with a ██████ component of the ██████ project. These external providers created ██████ proposing consulting services for installation of ██████ components on a website hosted by the EC, namely ██████ managed by DG ██████ By an information note dated 24 January 2017 to the attention of Director ██████ at DG ██████ in charge of the relevant website but also responsible for the framework contracts based on

which those external consultants were recruited, Director ██████ addressed the issue, informed about remedial steps already taken by DG ██████ and requested to close the ██████ page and carry out a legal analysis of possible action against the said external providers (see ANNEX 7). ██████ asked during ██████ interview with OLAF whether ██████ was involved in what the external consultants had done replied that *"on the contrary, ██████ was the one alerting me and ██████ submitted the note to me for signature"*. OLAF considers ██████ statement as sufficient to disprove the allegation.

➤ **Teleworking by external service providers within ██████**

OLAF established that the external service providers employed within the ██████ project worked in a framework of two different modes: Time & Means (TM), i.e. at the EC's premises and Proximity Time & Means (PTM), i.e. at the premises provided by a contractor. Under PTM, the contractor's offices made available to the PTM service providers should be located so that Brussels could be reached in a maximum of 2 hours. In any of these modes, under any framework contract used for the purpose of the ██████ implementation, staff members were not allowed to telework from home.

██████ stated during ██████ interview with OLAF that according to ██████ recollection no teleworking was allowed for external staff under the framework contracts in place. ██████ also recalled that there was a proposal of ██████ to outsource the ██████ part of ██████ so that an outsourcing external company would do the work with staff working from wherever they wanted and the EC would only receive the final deliverables. This proposal was not approved by the project management due to quality concerns. ██████ also recalled that there were several external service providers of ██████ and ██████ nationality, who requested to telework from their own office but these requests were not approved.

Team

██████ explained during ██████ interview with OLAF that after the terrorist attacks in Brussels in March 2016 and due to extended travel time to and from the Zaventem airport, ██████ experienced delays in delivery of work for the ██████ part of the project. Therefore, ██████ asked approval of the Director and the Director-General to allow the external service providers working on the ██████ to exceptionally and temporarily work from ██████ stated that ██████ received an approval in August 2016. The contractor who employed them, ██████ had premises in ██████ to accommodate the team and a new, half-price contract was drawn up to cover this arrangement. ██████ further stated that there was daily video contact with the teleworkers and the whole set-up was well monitored. After the plane circulation improved in October 2016, and following the remarks of ██████ and ██████ who suggested that the ██████ team should be back in Brussels, ██████ formally asked the ██████ team to come back to Brussels but they refused and therefore their contract was terminated despite it caused a very difficult situation for the project with the ██████ component to be delivered by December 2016. In total, the situation of the ██████ team teleworking from ██████ continued for around two months until their contract was terminated. ██████ added in ██████ reply to the opportunity to comment that this exceptional measure allowed the service providers to concentrate on their tasks and provide the required ██████

██████ was the Project Manager for ██████ since mid-May 2016. ██████ stated during the interview with OLAF that the first thing ██████ noticed after having taken up these duties was that *"a very important part the ██████ (the national ██████ - ██████ was developed in ██████ by contractors working initially from home under service contracts with ██████ which did not have offices in ██████"* ██████ also explained that ██████ expressed ██████ hesitance regarding the signature of timesheets submitted by those service providers and experienced some pressure from ██████ in order to have them signed. ██████ stated that ██████ informed ██████ that the Director was aware of this fact.

During ██████ interview with OLAF, to the question *"were external consultants for the ██████ project allowed to telework and if so, who approved the teleworking request?"* ██████

stated: "some consultants teleworked, including from [REDACTED] This was a provisional arrangement in a transition period between different framework contracts. To ensure the continuity of the project we wanted to keep these people. The teleworking was not a normal way of working, this was an exceptional arrangement. I was aware of it. I would like to stress the difficulty to recruit and keep the [REDACTED] staff to support an EC's [REDACTED] project. This explains why such arrangement (regarding teleworking) has to sometimes be made".

During [REDACTED] interview, [REDACTED] stated that [REDACTED] would provide OLAF with documentation supporting the fact that [REDACTED] had an approval of [REDACTED] hierarchy to allow the [REDACTED] service providers to work from [REDACTED] However, the information [REDACTED] provided via email of 28 June 2021 did not actually include any proof of hierarchical approval.

To [REDACTED] reply to the opportunity to comment [REDACTED] attached an email of [REDACTED] dated 20 July 2016, from the context of which it may be understood that the Director-General was aware about "the difficulties" and about the "work around" applied. [REDACTED] also attached [REDACTED] note explaining the externalisation and the end of the detachment period. According to the note, the [REDACTED] team started working remotely from [REDACTED] on 1 September 2016. Five consultants were requested to come back to Brussels at the end of October due to the start of the external [REDACTED] phase. The note envisaged that the decision to bring the consultants back to Brussels might severely affect their motivation and cause departures. The third document attached by [REDACTED] in this context is [REDACTED] email to [REDACTED] dated 12 December 2016, where [REDACTED] asked [REDACTED] to examine all timesheet "of the persons involved and come back with a report on the closure of the contracts of these persons till the end of the week". In addition, [REDACTED] stated in [REDACTED] comments that "the work of the external consultants in the [REDACTED] office of [REDACTED] was closely monitored by a dedicated Project Manager provided by [REDACTED] subsidiary of [REDACTED] with daily teleconferencing and careful reporting. The externalisation was discussed and reported in the Directorate meeting (see ANNEX 13).

Taking into account the initial allegations (the source referring to "[REDACTED] ([REDACTED])" contract) and [REDACTED] statement that the [REDACTED] team started working from [REDACTED] on 1 September 2016, OLAF notes that the specific contract [REDACTED] implementing Framework Contract [REDACTED] (Proximity Time & Means), signed on 1 September 2016 must have been applicable in the described circumstances. It was signed in September 2014 with the [REDACTED] – consisting of 5 contractors, [REDACTED] included.

Article I.11.4 of the Framework Contract stated: "Proximity time and means services" stipulates that the Time and Means services are to be rendered mainly in the premises of the EC (intramuros) but the EC can request that part of the time and means services are executed outside the EC's premises (in a so-called "Proximity Extramuros Time and Means" model). In such a case, the contractor's executing staff must be located at a distance from the place of delivery which would allow a physical presence in the premises of the EC in a maximum of 2 hours' time. According to the contract, for such "Proximity Extramuros Time and Means" mode, the contractor will have to organize the infrastructure while the daily rates paid by the EC are increased by 12% comparing to the "intramuros mode".

The specific contract [REDACTED] was signed in relation to 7 external service providers. It provided that the location of delivery was Brussels.

[REDACTED]

The source gave an example of one consultant, [REDACTED] who had allegedly never come to work in Brussels while working under the specific contract [REDACTED] The specific contract was signed on 12 November 2015 under the Framework Contract [REDACTED] [REDACTED]. [REDACTED] stated during the interview with OLAF that [REDACTED] was recruited when [REDACTED] was Project Manager for [REDACTED] was not interviewed because two people who worked for [REDACTED] at that time knew and recommended

██████████ remembered ██████████ as a ██████████ and as a ██████████ team member, working under the supervision of ██████████. ██████████ stated that *"at that time, the team was outsourced and ██████████ was supposed to work as PTM at the premises of the contractor"*. As the project manager, ██████████ was supposed to sign ██████████ timesheets. ██████████ stated during the interview that ██████████ *did not know anything about ██████████ working from ██████████*

██████████ when asked about ██████████ ██████████ teleworking from ██████████ despite being recruited in the PTM mode, said that they *"completely externalised this team to ██████████. The whole team was away from our offices"* and it was the responsibility of the contractor to supervise the service providers' presence at the contractor's premises. ██████████ also stated that ██████████ heard that ██████████ delivered a very good job. ██████████ was in charge of the team ██████████ belonged to. ██████████ asked during interview how did ██████████ check that ██████████ worked in line with the provision of the specific contract, in particular that ██████████ delivered work in Brussels before ██████████ signed ██████████ timesheets for December 2015, April and May 2016, said that it was based on the work ██████████ delivered.

➤ **Timesheets of the external consultants**

According to information collected by OLAF, the reliability of timesheets did not constitute a problem at the time when the external service providers worked in the Time & Means mode. ██████████ stated during ██████████ interview with OLAF that ██████████ knew when ██████████ team worked because they worked in one or two rooms located next to each other. Although, the control of the service providers employed in the Proximity Time & Means mode was more difficult because they worked at the premises of the contractor, the Project Managers were in close and constant contact with them and were controlling the staff via the work they delivered.

➤ **Missions of external consultants**

In the available information and documentation, OLAF did not find evidence of any irregularities linked to business trips of external service providers within the implementation of the ██████████ project. ██████████ while interviewed by OLAF, stated that ██████████ did not remember that this had ever been a problem. ██████████ explained that if such missions had happened, it was probably necessary because the ██████████ implementation required close cooperation with the ██████████ for the ██████████ of ██████████ ██████████. ██████████ stated that, in principle, external consultants were not allowed to go on mission. However, once ██████████ went on mission with ██████████, ██████████ considered this mission as a well justified one. As already mentioned above, ██████████ did not perform any missions within the ██████████ project.

Fact established:

1. As Head of the ██████████ Unit at DG ██████████, ██████████ allowed that several external service providers, working on the ██████████ of the ██████████ project, temporarily worked from ██████████ despite them having been recruited on the basis of PTM mode and therefore should have been located within two-hours of Brussels. ██████████ Director was aware of the situation and ██████████ agreement for this temporary arrangement. It seems that also the Director-General of DG ██████████ was aware of the situation and of the temporarily applied *"work around"* solution.
2. Based on the information and documentation available to OLAF, the other allegations communicated by the source and investigated by OLAF (i.e. regarding ██████████ by former ██████████ service providers, timesheets and mission of external consultants, ██████████ working from ██████████ under the specific contract ██████████) could not be substantiated.

3. Legal evaluation

3.1 EU legal provisions

Staff Regulations of officials and Conditions of Employment of Other servants of the European Union:

Article 11:

"An official shall carry out his duties and conduct himself solely with the interests of the Union in mind. (...) He shall carry out the duties assigned to him objectively, impartially and in keeping with his duty of loyalty to the Union".

Article 11a:

"1. An official shall not, in the performance of his duties and save as hereinafter provided, deal with a matter in which, directly or indirectly, he has any personal interest such as to impair his independence, and, in particular, family and financial interests.

2. Any official to whom it falls, in the performance of his duties, to deal with a matter referred to above shall immediately inform the Appointing Authority. The Appointing Authority shall take any appropriate measure, and may in particular relieve the official from the responsibility in this matter".

Financial regulations

Article 61:

"1. Financial actors within the meaning of Chapter 4 of this title (...) shall not take any action which may bring their own interests into conflict with those of the Union. They shall also take appropriate measures to prevent conflict of interest from arising in the functions under their responsibility and to address situations which may objectively be perceived as a conflict of interest.

2. Where there is a risk of a conflict of interests involving a member of staff of a national authority, the person in question shall refer the matter to his or her hierarchical superior. Where such a risk exists for staff covered by the Staff Regulations, the person in question shall refer the matter to the relevant authorising officer by delegation. The relevant hierarchical superior or the authorising officer by delegation shall confirm in writing whether a conflict of interests is found to exist. Where a conflict of interests is found to exist, the appointing authority or the relevant national authority shall ensure that the person in question ceases all activity in the matter. The relevant authorising officer by delegation or the relevant national authority shall ensure that any further appropriate action is taken in accordance with the applicable law.

3. For the purposes of paragraph 1, a conflict of interests exists where the impartial and objective exercise of the functions of a financial actor or other person, as referred to in paragraph 1, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other direct or indirect personal interest".

The financial actors within the meaning of Chapter 4 include authorising officers by sub delegation.

As established by the investigation, ██████ took the initiative to involve ██████ in the implementation of the ██████ project. Although ██████ stated that ██████ underwent a necessary evaluation by the ██████ Project Manager, it was ██████ who presented ██████ candidature to ██████ subordinates in the unit. ██████ was involved in ██████ recruitment processes by approving their consecutive steps and finally signing, on behalf of the EC, two specific contracts with the external contractors despite ██████ responsibility to take appropriate measures to prevent conflict of interest and address situations, which can be perceived as such. In addition, ██████ signed several of ██████ timesheets in the absence of the

responsible project manager. ██████████ ██████████ Project Managers stated that in certain matters ██████████ ██████████ reported directly to ██████████ despite, according to the specific contracts, the fact that ██████████ was supposed to report to the ██████████ Project Manager.

██████████ did not inform ██████████ superiors about ██████████ family ties with ██████████ nor did ██████████ submit any declaration of conflict of interest. The representatives of the contractors, who signed the specific contracts with the EC represented by ██████████ were not aware about ██████████ family ties with ██████████ ██████████

Therefore, ██████████ ██████████ behaviour was in breach of Article 11 and 11a of the Staff Regulations and Article 61 of the Financial Regulations.

4. Estimated financial impact of the facts established

N/A

5. Comments of the person concerned

██████████ ██████████ was provided with the opportunity to comment by letter of 16 November 2021 (ANNEX 12). ██████████ submitted ██████████ comments on 28 November 2021 (ANNEX 13).

██████████ comments were incorporated in Chapter 2 of the report in connection with the relevant evidence collected. OLAF agreed with most of ██████████ comments and considered them as a basis for the facts established. OLAF could not sustain ██████████ statements in relation to the allegation of ██████████ reporting directly to ██████████ in certain matters contrary to the specific contract obliging ██████████ to report to the project manager. OLAF could not also sustain ██████████ statement that ██████████ was not aware that any relevant declaration exists in Sysper 2 to declare a potential conflict of interest with a relative. ██████████ comments in relation to these two issues are in contradiction with the evidence collected.

6. Conclusions

The investigation confirmed that ██████████ ██████████ is the ██████████ of ██████████ ██████████. It was established that before any relevant recruitment procedure had been launched and the first specific contract in relation to ██████████ was signed, ██████████ ██████████ recommended ██████████ candidature to the ██████████ Project Managers in view of ██████████ potential future engagement in the ██████████ project implementation. OLAF also established that ██████████ ██████████ took certain steps in the recruitment of ██████████ ██████████ EC, with the contractors having concluded framework contracts with the EC, two specific contracts aimed at the recruitment of ██████████ ██████████ ██████████. ██████████ did not submit any declaration of conflict of interest via Sysper 2 nor did ██████████ officially inform ██████████ hierarchy about this fact. The representatives of the contractors, who signed the specific contracts, were not aware of the family relations between them.

The investigation also revealed that, while working on the ██████████ project, in certain matters ██████████ ██████████ reported directly to ██████████. In addition, ██████████ signed ██████████ timesheets in the absence of the ██████████ Project Managers. However, there are no indications that the information contained in the timesheets was unreliable.

OLAF also established that ██████████ recommended at least three other persons to ██████████ team working on the ██████████ project, i.e. ██████████ ██████████ ██████████ and ██████████ ██████████. ██████████ either had previous professional relations with them (██████████ ██████████) or they were introduced to ██████████ by ██████████ who worked with them in the past (██████████ ██████████ and ██████████ ██████████). No private relationship with those persons could be established by OLAF.

In addition, OLAF found out that the procedure applied for the recruitment of ██████████ ██████████ described in detail in chapter 2.2. (official eRequest via the ██████████ ██████████ specifying only the profile of a desired candidate and a parallel email to the contractor, indicating the name of a specific candidate) was used in practice also for the recruitment of

other external service providers for the [REDACTED] project. As Head of the [REDACTED] Unit, [REDACTED] was aware of such procedures having been applied. This procedure was already in place when [REDACTED] started working for DG [REDACTED]. DG [REDACTED] confirmed that a procedure aiming at recruitment of specific, already known candidates, was used in practice.

Based on [REDACTED] statement, OLAF established that at the moment when [REDACTED] recommended [REDACTED], [REDACTED] and [REDACTED] to be recruited within the [REDACTED] project, none of them had contractual links with any of the contractors having signed a framework contract with the EC. Only after they went through a preliminary check by [REDACTED] team at DG [REDACTED] did they undertake steps to become contractually linked with those contractors, which subsequently allowed for their engagement via specific contracts in the [REDACTED] project.

Finally, the investigation confirmed that in 2016, as Head of the [REDACTED] Unit at DG [REDACTED], [REDACTED] allowed several external service providers, working on the [REDACTED] [REDACTED] of the [REDACTED] project, to temporarily work from [REDACTED] despite the fact that they were recruited on the basis of PTM mode and therefore should have been located within two-hours of Brussels. [REDACTED] Director was aware about the situation and [REDACTED] [REDACTED] had [REDACTED] agreement for this temporary arrangement. It seems that also the Director-General of DG [REDACTED] was aware of the situation and of the applied "work around" solution.

Based on the information and documentation available to OLAF, the other allegations communicated by the source and investigated by OLAF could not be substantiated. The investigation revealed, however, that the implementation of the [REDACTED] project constituted a demanding task, required the recruitment of a high number of external service providers and caused substantial staff turnover.

Therefore, OLAF concludes that:

The behaviour of [REDACTED] leading to the recruitment of [REDACTED] in the project implemented by [REDACTED] unit at DG [REDACTED] based on two specific contracts, which [REDACTED] signed on behalf of the EC, constitutes a breach of Articles 11 and 11a of the Staff Regulations and Article 61 of the Financial Regulations. In addition, allowing [REDACTED] to report directly to [REDACTED] in breach of the specific contract's provisions as well signing [REDACTED] timesheets in the absence of the project manager, only adds to the seriousness of the established breach.

The remaining facts established by OLAF would appear to be insufficient to consider them as breaches of EU or contractual provisions. OLAF considers that they were justified either by the established practice and/or by the knowledge/approval of [REDACTED] hierarchy and/or by the specific circumstances pertaining at that time.

Signed Electronically

[REDACTED]

on 07/04/2022 at 18:28 by [REDACTED], Head of Unit

on 08/04/2022 at 09:21 by [REDACTED], Direct

Annexes on USB		
No	Description	Number of pages
1	A letter of IDOC dated 14 February 2019 together with the [REDACTED] note of [REDACTED] of 16 November 2018 - OCM(2019)4068 dated 19 February 2019;	
2	Agreement of [REDACTED] to be mentioned as the initial source of information – OCM(2022)9739 dated 30 March 2022;	
3	Documents provided by DG [REDACTED] – OCM(2019)24200 dated 25 October 2019	
4	Information provided by [REDACTED] – OCM(2019)15067 dated 5 July 2019	
5	Interview record with [REDACTED] - OCM(2019)24035 dated 24 October 2019;	
6	Interview record with [REDACTED] - OCM(2019)24968 dated 5 November 2019;	
7	Interview record with [REDACTED] - OCM(2019)26790 dated 25 November 2019	
8	Interview record with [REDACTED] - OCM(2021)4688 dated 15 February 2021	
9	Interview record with [REDACTED] - OCM(2021)4688 dated 15 February 2021	
10	Interview record with [REDACTED] - OCM(2021)4690 dated 15 February 2021	
11	Interview record with [REDACTED] – OCM(2021)2357 dated 11 August 2021 with additional documents provided by email of 28 June 2021 - OCM(2021)21197 dated 13 July 2021;	
12	Opportunity to comment letter – OCM(2021)32259 dated 16 November 2021	
13	Comments of [REDACTED] with attachments – OCM(2022)9742 dated 30 March 2022;	