



European Monitoring Centre
for Drugs and Drug Addiction



Médiateur européen

31 AOUT 2012

Date d'arrivée

Mr P. Nikiforos Diamandouros
European Ombudsman
1 avenue du Président Robert Schuman
CS 30403
F 67001 Strasbourg Cedex
France

Ref: DIR/GF/rdn (12) D 111

Date: 28 August 2012

Dear Mr Diamandouros,

Thank you very much for your letter of 15 May 2012 sending me your report, following your visit to the EMCDDA premises on 22 November 2011.

I take note of the very useful suggestions the report offers and would like to draw your attention to the following:

- Regarding your first suggestion, on public access to documents, I would like to inform you that I will include in the draft Work Programme of the EMCDDA for 2013 the establishment of a public register of documents. Furthermore, I am planning to include in the next annual issue of the EMCDDA General Report of Activities, an annexed report on the cases in which the EMCDDA refused to grant access to documents.
- Regarding the comment on making public the identity of the Selection Committee members, I would like to point out that the privacy statement published in the recruitment web page of the EMCDDA in the following link <http://www.emcdda.europa.eu/about/jobs> mentions that applicants 'have also (the) right to have access to the names of the members of the Selection Committee appointed for the concerned selection procedure upon written request, to be addressed to the e-mail address indicated above'.
- Concerning the calls for tender, the possibility referred by you is included in the new template tender documents of the EMCDDA. In the recent calls for tender published by the Centre, it is already stated explicitly that the European Ombudsman constitutes a possible review mechanism in case of disputes (this statement was already included in all previous calls for tender with an estimated value of over EUR 60 000). Please see the following link: <http://www.emcdda.europa.eu/about/procurement>, as well as the attached file (Annex 1).
- Regarding your suggestion for the EMCDDA to issue concrete guidelines to its staff concerning the obligations laid down in the Staff Regulations for officials and agents leaving the service, the EMCDDA adopted 'internal guidelines for the exit procedure for staff leaving the EMCDDA', which you can find attached (Annex 2). These revised guidelines include the Declaration form, namely of no conflict of interest, as well as updated written procedures for handling and concluding upon such declarations.

I hope that these developments meet your expectations. In any case, should you need more clarifications on the above-mentioned suggestions, please do not hesitate to contact me.

Yours sincerely

Wolfgang Götz
Director

SCANNED

This notice in TED website: <http://ted.europa.eu/udl?uri=TED:NOTICE:125964-2012:TEXT:EN:HTML>

**P-Lisbon: provision of graphic design, pre-press and printing services
2012/S 77-125964**

Contract notice

Services

Directive 2004/18/EC

Section I: Contracting authority

- I.1) **Name, addresses and contact point(s)**
European Monitoring Centre for Drugs and Drug Addiction (EMCDDA)
Cais do Sodré
For the attention of: Vivianne Rodriguez
1249-289 Lisbon
PORTUGAL
Telephone: +351 218113000
E-mail: info.procurement@emcdda.europa.eu
Fax: +351 218131711
Internet address(es):
General address of the contracting authority: <http://www.emcdda.europa.eu>
Address of the buyer profile: <http://www.emcdda.europa.eu>
Further information can be obtained from: The above mentioned contact point(s)
Specifications and additional documents (including documents for competitive dialogue and a dynamic purchasing system) can be obtained from: The above mentioned contact point(s)
Tenders or requests to participate must be sent to: The above mentioned contact point(s)
- I.2) **Type of the contracting authority**
European institution/agency or international organisation
- I.3) **Main activity**
- I.4) **Contract award on behalf of other contracting authorities**
The contracting authority is purchasing on behalf of other contracting authorities: no

Section II: Object of the contract

- II.1) **Description**
- II.1.1) **Title attributed to the contract by the contracting authority:**
Provision of graphic design, pre-press and printing services.
- II.1.2) **Type of contract and location of works, place of delivery or of performance**
Services
Main site or location of works, place of delivery or of performance: Lisbon.
NUTS code PT171
- II.1.3) **Information about a public contract, a framework agreement or a dynamic purchasing system (DPS)**
The notice involves the establishment of a framework agreement
- II.1.4) **Information on framework agreement**
Framework agreement with a single operator

Duration of the framework agreement

Duration in years: 4

Estimated total value of purchases for the entire duration of the framework agreement

Estimated value excluding VAT:

Range: between 200 000 and 250 000 EUR

II.1.5) Short description of the contract or purchase(s)

The EMCDDA was established by Council Regulation (EEC) No 302/93 of 8.2.1993 and is one of the EU's decentralised agencies. It is based in Lisbon, Portugal. The EMCDDA is the central reference point for drug information in Europe. Its role is to provide the EU and its Member States with factual, objective, reliable and comparable information on drugs and drug addiction. Further information about the EMCDDA, its structure and activities can be found on its website (<http://www.emcdda.europa.eu>).

The EMCDDA produces a large range of publications, such as statutory reports, scientific reports, statistical bulletins, country overviews, periodical publications, monographs, thematic papers, newsletters, leaflets, made available on paper and using electronic means of communication, bearing in mind the EMCDDA corporate identity. In the last years the EMCDDA has increased significantly the quantity and variety of publications and other forms of communicating with its key audiences which has led to an increasing need for additional support. The objective of this tender is to procure the provision of services to meet the future needs of the Agency in graphic design, pre-press and printing in English, other EU and some non-EU languages (including Arabic and Russian).

II.1.6) Common procurement vocabulary (CPV)

79800000, 79822500, 79822000, 79810000

II.1.7) Information about Government Procurement Agreement (GPA)

The contract is covered by the Government Procurement Agreement (GPA): no

II.1.8) Lots

This contract is divided into lots: no

II.1.9) Information about variants

Variants will be accepted: no

II.2) Quantity or scope of the contract

II.2.1) Total quantity or scope:

The framework contract resulting from the present call for tenders will have a maximum duration of 4 years as from the date of signature of both contracting parties.

The framework contract will be initially awarded for the duration of 1 year, renewable 3 times for periods of 1 year each.

It is estimated that the overall value of the order forms concluded as part of this framework contract will range between 200 000 EUR and 250 000 EUR over a 4-year period.

Estimated value excluding VAT:

Range: between 200 000 and 250 000 EUR

II.2.2) Information about options

Options: no

II.2.3) Information about renewals

This contract is subject to renewal: yes

Number of possible renewals: 3

II.3) Duration of the contract or time limit for completion

Duration in months: 48 (from the award of the contract)

Section III: Legal, economic, financial and technical information

III.1) Conditions relating to the contract

III.1.1) Deposits and guarantees required:

III.1.2) Main financing conditions and payment arrangements and/or reference to the relevant provisions governing them:

Please see relevant conditions of the draft service framework contract attached to the specifications available on the EMCDDA website at the following address <http://www.emcdda.europa.eu/about/procurement>

III.1.3) Legal form to be taken by the group of economic operators to whom the contract is to be awarded:

Participation in tendering procedures is open on equal terms to all natural and legal persons falling within the scope of the Treaties (this includes all economic operators registered in the EU and all EU citizens). Participation is also open to all natural and legal persons in any non-EU country which has an agreement with the European Union in the field of public procurement on the conditions laid down in that agreement. As a rule subcontracting is allowed but proposed subcontractors have to be approved by the European agencies. Tenderers should indicate in their bids any intended subcontracting, and the proportion of the contract they intend to subcontract. The selection and exclusion criteria are applied not just to the tenderer but also to any subcontractors proposed and supporting documentation should be provided accordingly. Consortia of economic operators are authorised to tender. For the submission of a tender, the European agencies do not require that consortia of economic operators have a specific legal form, but the consortium must specify the person heading the project and must also submit a copy of the document authorising this company or person to submit a bid or to sign a contract on behalf of the consortium.

III.1.4) Other particular conditions

The performance of the contract is subject to particular conditions: no

III.2) Conditions for participation

III.2.1) Personal situation of economic operators, including requirements relating to enrolment on professional or trade registers

Information and formalities necessary for evaluating if the requirements are met: Candidates or tenderers shall be excluded from participation in this procurement procedure if:

- a. they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b. they have been convicted of an offence concerning their professional conduct by a judgment which has the force of 'res judicata';
- c. they have been guilty of grave professional misconduct proven by any means which the EMCDDA can justify;
- d. they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are established or with those of the country of the EMCDDA or those of the country where the contract is to be performed;
- e. they have been the subject of a judgment which has the force of 'res judicata' for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the EU's financial interests;
- f. following another procurement procedure or grant award procedure financed by the EU budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

For this purpose the tenderer shall complete and sign the declaration on honour attached to the specifications.

The tenderer to whom the contract is to be awarded shall submit with the tender additional documents described below as proof that the tenderer is not in any of the exclusion situations described above:

1. the EMCDDA will regard the presentation of a recent extract from the judicial record or, in the absence thereof, of a recent, equivalent document issued by a legal or administrative authority in the country of origin or of provenance allowing it to be inferred that these requirements are satisfied as sufficient proof that the candidate or tenderer does not fall into one of the cases referred to in subparagraph (a), (b) or (e) above;
2. the EMCDDA will regard the presentation of a certificate issued by the competent authority of the State in question as sufficient proof that the candidate or tenderer does not fall into the situation referred to in subparagraph (d) above. When such a document or certificate is not issued by the country in question, it may be replaced by a sworn statement or, in the absence thereof, by a solemn statement on the part of the interested party before a legal or administrative authority, a notary public or a qualified professional body in the country of origin or of provenance;
3. the EMCDDA will regard the presentation of a sworn statement as sufficient proof that the candidate or tenderer does not fall into the situations referred to in subparagraphs (c) and (f) above;
4. under the terms of the national legislation of the country where the tenderer or candidate is established, the documents listed in points 1 and 2 relate to bodies corporate and to individuals, including, if appropriate and provided the EMCDDA deems this to be necessary, the directors of the company or any person with powers of representation, decision or control regarding the candidate or tenderer.

III.2.2) Economic and financial ability

Information and formalities necessary for evaluating if the requirements are met: Tenderers are requested to prove that they have sufficient financial and economic capacity to perform the contract by presenting documentation as to the following criteria:

- a) the financial capacity form (Annex 4) for the last 3 financial years (1 form for each year) duly completed with data for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the tenderer is established;
- b) statement of overall turnover and turnover related to relevant services during the last 3 financial years.

III.2.3) Technical capacity

Information and formalities necessary for evaluating if the requirements are met:

Tenderers are requested to prove that they have sufficient technical and professional capacity to perform the contract by presenting the following documentation:

- a) a detailed description of the company (e.g. a presentation brochure/description);
- b) CV(s) of the person(s) who will be providing the services with evidence of knowledge and experience in the field of graphic design, layout and printing in English (and other EU and non-EU languages);
- c) proven experience in graphic design, layout and multilingual printing services (including 1 printed copy in 3 different languages of a multilingual product already produced by the tenderer for one of its clients);
- d) a brief description of relevant projects carried out (maximum 3 pages), including links if available;
- e) a description of the quality assurance mechanisms in place and at least 2 references from previous clients.

III.2.4) Information about reserved contracts

III.3) Conditions specific to services contracts

III.3.1) Information about a particular profession

Execution of the service is reserved to a particular profession: no

III.3.2) Staff responsible for the execution of the service

Legal persons should indicate the names and professional qualifications of the staff responsible for the execution of the service: yes

Section IV: Procedure

IV.1) Type of procedure

IV.1.1) Type of procedure

Open

IV.1.2) Limitations on the number of operators who will be invited to tender or to participate

IV.1.3) Reduction of the number of operators during the negotiation or dialogue

IV.2) Award criteria

IV.2.1) Award criteria

The most economically advantageous tender in terms of the criteria stated in the specifications, in the invitation to tender or to negotiate or in the descriptive document

IV.2.2) Information about electronic auction

An electronic auction will be used: no

IV.3) Administrative information

IV.3.1) File reference number attributed by the contracting authority:

FC.12.COM.042.1.0.

IV.3.2) Previous publication(s) concerning the same contract

no

IV.3.3) Conditions for obtaining specifications and additional documents or descriptive document

Payable documents: no

IV.3.4) Time limit for receipt of tenders or requests to participate

28.5.2012 - 17:00

IV.3.5) Date of dispatch of invitations to tender or to participate to selected candidates

IV.3.6) Language(s) in which tenders or requests to participate may be drawn up

Any EU official language

IV.3.7) Minimum time frame during which the tenderer must maintain the tender

Duration in months: 6 (from the date stated for receipt of tender)

IV.3.8) Conditions for opening tenders

Date: 7.6.2012 - 15:00

Place:

EMCDDA, Cais do Sodré, 1249-289 Lisbon, PORTUGAL.

Persons authorised to be present at the opening of tenders: yes

Additional information about authorised persons and opening procedure: This opening session will be public. A representative for each tenderer may attend the opening session of the bids. At the end of the opening session, the Chairperson of the Opening Committee will indicate the names of the tenderers and the admissibility of each offer received. The prices indicated in each received bid will not be communicated. To attend the opening session a request must be sent at least 5 days before the date of the meeting, to the contact point stated in point I.1, indicating the name of the attending person and the tenderer he/she represents.

Section VI: Complementary information

VI.1) Information about recurrence

This is a recurrent procurement: no

VI.2) Information about European Union funds

The contract is related to a project and/or programme financed by European Union funds: no

VI.3) Additional information

VI.4) Procedures for appeal

VI.4.1) Body responsible for appeal procedures

General Court of the European Union

boulevard Konrad Adenauer

2925 Luxembourg

LUXEMBOURG

E-mail: cfi.registry@curia.europa.eu

Telephone: +325 4303-1

Internet address: <http://curia.europa.eu>

Fax: +352 433766

Body responsible for mediation procedures

The European Ombudsman

1 avenue du Président Robert Schuman, PO box 403

67001 Strasbourg

FRANCE

Telephone: +33 388172313

Internet address: <http://www.ombudsman.europa.eu>

Fax: +33 388179062

VI.4.2) Lodging of appeals

Precise information on deadline(s) for lodging appeals: Within 2 months of the notification to the plaintiff, or, in absence thereof, of the day on which it came to knowledge. A complaint to the European Ombudsman does not have as an effect either to suspend this period nor to open a new period of lodging appeals.

VI.4.3) Service from which information about the lodging of appeals may be obtained

General Court of the European Union

boulevard Konrad Adenauer

2925 Luxembourg

LUXEMBOURG

E-mail: cfi.registry@curia.europa.eu

Telephone: +352 4303-1

Internet address: <http://curia.europa.eu>

Fax: +352 433766

VI.5) Date of dispatch of this notice:

10.4.2012



DEC/DIR/2012/17

**DECISION OF THE DIRECTOR OF THE EUROPEAN MONITORING CENTRE FOR DRUGS AND
DRUG ADDICTION (EMCDDA) REVIEWING THE INTERNAL GUIDELINES ON THE EXIT
PROCEDURE FOR STAFF LEAVING THE EMCDDA**

The Director of the EMCDDA,

WHEREAS there is a need to adapt the existing internal guidelines on the exit procedure for staff leaving the EMCDDA,

HAS DECIDED AS FOLLOWS:

Article 1

The EMCDDA guidelines on the exit procedure for staff leaving the EMCDDA are replaced by the document annexed to the present decision.

Article 2

This decision shall enter into force on the date of its signature.

Done in Lisbon, on 27 August 2012


Wolfgang Götz
Director



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Exit procedure for staff leaving the EMCDDA

Internal guidelines

Standard procedure

This exit procedure describes the tasks to be performed by EMCDDA staff members upon departure, including interim staff, Seconded National Experts and interns (hereinafter referred to as 'staff' or 'staff member').

The departing staff will complete the 'Exit form' (Annex 1) with the cooperation of the relevant units/sectors. In addition to the 'Exit form', the departing staff member will receive further information from the units concerned regarding ICT and data protection issues.

On the last day of employment or some time before the end of the contractual relationship with the EMCDDA, the departing staff member shall perform the administrative tasks as listed on the 'Exit form'. All EMCDDA property/assets such as keys and access badge, mobile phone, laptop etc. must be handed back to the relevant unit, with signatures being obtained from appropriate representatives.

In order to complete the exit procedure the departing staff member shall return all official documents and items given to him/her in the capacity of staff member of the EMCDDA (including CD/FM plates for the cars, identity cards granted by the Ministry of Foreign Affairs, and any other items relating to the privileges and immunities granted to the EMCDDA staff by the Portuguese authorities).

From the moment the contractual relationship between the departing staff member and the EMCDDA is finished, all rights, privileges and immunities reserved to the EMCDDA staff members will be automatically stopped. The departing staff member will be treated, from an administrative point of view, as an outsider of the Centre (e.g. he/she will be requested to follow the standard visitor's procedure when visiting the building).

The departing staff member has the responsibility to ensure that all personal belongings including personal information stored in any IT equipment is removed and taken with him/her. Appropriate messages providing information that the staff member does not work any more for the EMCDDA will be arranged so as to ensure business continuity. It is the duty of the departing staff to ensure that information on the departure to personal contacts is circulated.

Payment of the last salary will be ensured upon departure. No further payment (i.e. resettlement allowance, departure allowance, accrued annual leave etc.) will be made to the departing staff member up to the moment when all mentioned documents and items will have been returned to the concerned EMCDDA services and all administrative steps related to the exit procedure are finalised.

Declaration of confidentiality and conflict of interest

EMCDDA staff members have a life-long duty of confidentiality even after they have ceased their relationship with the EMCDDA. This covers all information covered by the obligation of professional secrecy. Staff members are required to behave with integrity and discretion after leaving the EMCDDA.



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In addition, in line with the Staff Regulations, the EMCDDA is entitled to impose restrictions on employment after members of staff leave the EMCDDA as stipulated in Article 16 of the said regulation. In consequence, to comply with the referred article, and in order to evaluate the risk of a conflict with the legitimate interests of the EMCDDA, staff members commit themselves to communicate to the EMCDDA Appointing Authority all elements related to the activity they intend to engage after leaving the EMCDDA. The Appointing Authority may, having regard to the interests of the service, either forbid the staff member from undertaking it or give its approval subject to any conditions it thinks fit.

Staff leaving the EMCDDA are free to use the skills acquired in the course of their employment at the EMCDDA so long as such use does not interfere with their obligation of confidentiality. This is, in particular, intended to prevent breaches of confidentiality that would be prejudicial to the public interest, interests of the EMCDDA or EU Institutions and Member States.

The departing staff member will be requested to sign the enclosed 'Declaration and acknowledgement of receipt' (Annex 2)

Retirement

Whenever the staff member retires immediately after his/her active employment at the EMCDDA (without interruption), he/she will be granted access to the EMCDDA main building and 'Palacete' (garage and other premises excluded) and to the EMCDDA Intranet (e-mail account and other indirect accesses such as to 'MyIntraComm' excluded). Furthermore, the above mentioned staff will be included in the list of invitees for the main EMCDDA social events (i.e. celebration of the 'International day against drug abuse and illicit trafficking' in June, or the EMCDDA's end-of-year event). The concerned staff members shall undergo the standard exit procedure and, in addition, will receive further specific information from ADM (I&L) and ICT units on the above.

Exceptional circumstances

In exceptional cases, where the departure is deemed to present a clear and possible risk/danger to EMCDDA assets, employees, the departing individual and/or data, additional preventive, administrative and/or security measures may be taken by the Appointing Authority.

If a supervisor concerned has the necessary elements to judge that he/she has encountered an exceptional circumstance, he/she should immediately inform the Director and the Head of the Administration Unit. The Director may instruct the Head of the Administration Unit and the Head of the Information and Communication Technologies Unit to ensure that relevant measures are taken. These may include but are not limited to:

- Perform an exit interview;
- Disable the employee's network access;
- Retrieve any keys, security tokens, IDs, or other physical access devices or alternatively replace locks for which keys were not returned and disable access badge for badges not returned;
- Arrange for the return of any off-site equipment that the ex-employee may possess, such as laptops, documentation etc.;
- Arrange to return any personal property of the individual from their work environment. This should include a review of any removable media and documentation for confidential information and/or personal data belonging to or entrusted to the EMCDDA;
- The individual concerned is put on administrative leave;
- Escort the individual off the premises. Escort out of the building will be provided by Security, or by a former colleague, if need be. This will take place after the issued office key(s) and access badge have been returned and the 'Exit form' has been signed by the designated officer.



Furthermore, in cases where there is a serious risk to or concern about violations of Data Protection Rules, the data protection officer will be informed and may be asked to monitor that no personal data in custody of the EMCDDA is in any way compromised during the separation and exit procedure.

Done in Lisbon, on 27 August 2012

Wolfgang Götz
Director

**EXIT FORM**

You are kindly requested to collect all required signatures on this form. When completed return it to the Administration Unit/Human Resources Management Sector to ensure that all necessary procedures with regards to your departure from the EMCDDA have been dealt with; equipment belonging to the EMCDDA returned and all outstanding administrative arrangements dealt with.

Name		Unit		Departure date		Retirement ^(*)	Yes ☐ No ☐
Occupational activity after leaving the EMCDDA:				Institution/Entity			
Describe the work you will be performing:							

SIGNATURES/VISAS

Concerned EMCDDA service and requested operation	
Appointing Authority Pursuant to article 16 SR, the occupational activities referred above could/could not ^(**) lead to a conflict with the legitimate interest of the EMCDDA.	_____ (name)
ADM / Infrastructure and Logistics Reception of keys/badges/magnetic exit card ^(*) Stationary/other equipment.	_____ (name)
ICT / Service Desk Reception of electronic assets assigned & Acknowledge of the procedures associated with discontinuing the access to ICT services and disposal of the associated electronic information. ^(*)	_____ (name)
SCD / Library Reception of Books, video's, cd-roms, etc.	_____ (name)
Data protection Information on data protection issues related to departure from the service (availability of data, information on rights of the individual, etc.)	_____ (name)
ADM / Mission issues Check existence of mission's reimbursements or deductions.	_____ (name)
ADM / HRMS Copy of the medical file.	_____ (name)
Remit of Foreign affairs registration cards for all family members and Diplomatic plates.	_____ (name)
Relocation and completion of administrative procedures.	_____ (name)
Statutory obligations of the EMCDDA staff members upon departure. Form 'Declaration and acknowledgement of receipt'.	_____ (name)
Personal mail Whenever possible, for 1 year, the EMCDDA will forward your personal mail to an address of your choice. Please indicate below the address you would wish to have your personal mail forwarded to: _____	
Date & Signature of the departing staff member: _____	

^(*) Staff leaving the service for retirement will be granted access to the EMCDDA building and Intranet and will receive specific instructions from the concerned units.

^(**) Delete whichever is not applicable.



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Annex 2

DECLARATION AND ACKNOWLEDGEMENT OF RECEIPT

STATUTORY OBLIGATIONS OF THE EMCDDA STAFF MEMBERS UPON DEPARTURE

I, the undersigned, declare that:

- I was informed of the provisions concerning the servants' responsibilities and in particular articles 16, 17, 17a, 19 and 86 of the Staff Regulation of the European Communities and I declare to take the commitment to respect them.
- In particular and in compliance with article 16, I shall inform the EMCDDA of any activity, gainful or not, I intend to engage within two years of leaving the service of the EMCDDA. I also take notice that if this activity is related to the work carried out by me during the last three years of service and could lead to a conflict with the legitimate interests of the EMCDDA, the Appointing Authority of the latter may, having regard to the interests of the service, either forbid me from undertaking it or give its approval subject to any conditions it thinks fit.

Name and first name:

Personnel n°:

Date:

Signature:



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STATUTORY OBLIGATIONS OF EMCDDA STAFF MEMBERS UPON DEPARTURE

On leaving the EMCDDA, your attention should be drawn to certain obligations stipulated by the Staff Regulations of the European Communities, as well as to rules applicable to other agents of these Communities, obligations which concern you and which you should observe. This concerns articles 17, 17a, 19 and 86 of the said Regulation.

In case the obligations are violated, the consequences could be those enumerated in article 86 of the Regulation.

After leaving the service, you continue to be bound by the duty to behave with integrity and discretion as regards the acceptance of certain appointments or benefits (article 16 of the Regulation).

After you leave the EMCDDA you are required to be very discreet with all information that you came across during the execution of your duties; you may not divulge, under any circumstances, to an unqualified person any documents or information which were not previously rendered public (article 17 of the Regulation).

In addition, without the EMCDDA's permission you may not, in whatever circumstances, disclose for any legal proceedings any information that you might have come across during the performance of your duties. However, these rules do not apply to a civil servant / agent giving evidence at the European Communities' Court of Justice, in a case pertinent to an agent or former agent of the three European Communities (article 19 of the Regulation).

You will find below the text of the appropriate statutory provisions.

REMINDER TO SERVANTS / AGENTS OF CERTAIN STATUTORY PROVISIONS WHEN LEAVING THE SERVICE OF THE EMCDDA

I. Article 16 of the Regulation

An official shall, after leaving the service, continue to be bound by the duty to behave with integrity and discretion as regards the acceptance of certain appointments or benefits.

Officials intending to engage in an occupational activity, whether gainful or not, within two years of leaving the service shall inform their institution thereof. If that activity is related to the work carried out by the official during the last three years of service and could lead to a conflict with the legitimate interests of the institution, the Appointing Authority may, having regard to the interests of the service, either forbid him from undertaking it or give its approval subject to any conditions it thinks fit. The institution shall, after consulting the Joint Committee, notify its decision within 30 working days of being so informed. If no such notification has been made by the end of that period, this shall be deemed to constitute implicit acceptance.

II. Article 17 of the Regulation

1. An official shall refrain from any unauthorised disclosure of information received in the line of duty, unless that information has already been made public or is accessible to the public.



Handwritten signature in blue ink.

2. An official shall continue to be bound by this obligation after leaving the service.

Article 17a of the Regulation

1. An official has the right to freedom of expression, with due respect to the principles of loyalty and impartiality.

2. Without prejudice to Articles 12 and 17, an official who intends to publish or cause to be published, whether alone or with others, any matter dealing with the work of the Communities shall inform the Appointing Authority in advance. Where the Appointing Authority is able to demonstrate that the matter is liable seriously to prejudice the legitimate interests of the Communities, the Appointing Authority shall inform the official of its decision in writing within 30 working days of receipt of the information. If no such decision is notified within the specified period, the Appointing Authority shall be deemed to have had no objections.

III. Article 19 of the Regulation

An official shall not, without permission from the appointing authority, disclose on any grounds whatever, in any legal proceedings information of which he has knowledge by reason of his duties. Permission shall be refused only where the interests of the Communities so require and such refusal would not entail criminal consequences as far as the official is concerned. An official shall continue to be bound by this obligation after leaving the service.

The provisions of the preceding paragraph shall not apply to an official or former official giving evidence before the Court of Justice of the European Communities or before the Disciplinary Board of an institution on a matter concerning a servant or former servant staff of one of the three European Communities.

IV. The statutory provisions here repeated must be drawn to article 86 of the Regulation, which states as follows:

1. Any failure by an official or former official to comply with his obligations under these Staff Regulations, whether intentionally or through negligence on his part, shall make him liable to disciplinary action.

2. Where the Appointing Authority or OLAF becomes aware of evidence of failure within the meaning of paragraph 1, they may launch administrative investigations to verify whether such failure has occurred.

3. Disciplinary rules, procedures and measures and the rules and procedures covering administrative investigations are laid down in Annex IX.