

EXECUTIVE BOARD DECISION

Frankfurt am Main, 17 August 2026

DECISION N. 49/2026

On Secondment of National Experts

The Executive Board

Having regard to Regulation (EU) 2024/1620 of the European Parliament and of the Council of 31 May 2024 establishing the Authority for Anti-Money Laundering and Countering the Financing of Terrorism hereinafter referred to as “AMLA” and amending Regulations (EU) No 1093/2010, (EU) No 1094/2010 and (EU) No 1095/2010 (Text with EEA relevance), and in particular Articles 85 (4) and (5) and 44;

Having regard to the General Board in FIU composition approval of the document on the Profile and Function of FIU delegates group¹,

Having regard to the General Board in FIU composition approval on the Designation Process of FIU Delegates²,

Whereas:

- (1) Pursuant to Article 85 (4) and (5) of Regulation (EU) 2024/1620, AMLA may make use of seconded national experts (SNEs), including delegates from national Financial Intelligence Units ('FIU delegates'). Given the specific nature of FIU delegates with respect to their rights and obligations and the designation process, duration as well as profile and function, the specific provisions governing FIU delegates are set out in a separate TITLE II.
- (2) SNEs including FIU delegates should enable AMLA to benefit from the high level of their professional knowledge and experience, in particular, in areas where such expertise is not readily available.
- (3) It is highly desirable to foster the exchange of professional experience in, and knowledge of, European policies by temporarily assigning experts from the administrations of the Member States to AMLA.

¹ GBFIUX007a of 29.04.2025

² GBFIU/X/25/07b of 29.04.2025

- (4) In order to avoid any conflict of interests, the rules regarding SNEs including FIU delegates are set out in this Decision. For FIU delegates, in addition, the Executive Board Decision on the Rights and Obligations of FIU delegates in relation to AMLA³ shall apply.

HAS ADOPTED THIS DECISION:

TITLE I

SECONDED NATIONAL EXPERTS

Chapter I

General provisions

Article 1 – Scope and definitions

- (1) These rules shall apply to national experts seconded to AMLA, (hereinafter referred to as SNEs). The specific provisions related to FIU delegates are set out in a separate TITLE II.
- (2) SNEs are staff employed by an international, national, regional or local public administration, or by a public intergovernmental organisation (IGO), who are seconded to AMLA so that it can use their expertise in a particular field.
- (3) For the purposes of this Decision, the public administration means all State administrative services at central, federal and regional level, comprising ministries, government and parliament services, the courts, central banks, and the administrative services of local authorities, as well as the decentralised administrative services of the State and of such authorities.
- (4) The persons covered by these Rules must have worked for their employer on a permanent or contract basis for at least 12 months before their secondment and shall remain in the service of that employer throughout the period of secondment.
- (5) The SNE's employer shall thus undertake to continue to pay their salary and emoluments, to maintain their administrative status (permanent official or contract staff member) throughout the period of secondment and to inform AMLA of any change in the SNE's situation in this regard. The SNE's employer shall also continue to be responsible for all their social rights, particularly social security and pension.
- (6) The termination of or change in the SNE's administrative status (permanent official or contract staff member) may lead to the termination of their secondment by AMLA, without notice, in accordance with Article 10(2)(c).

³ EB Decision No 46 of 2026

- (7) Notwithstanding the second subparagraph of paragraph 1, AMLA Executive Director may, on a case-by-case basis, authorise the secondment of an SNE from an employer other than a State public administration or an IGO if the interests of AMLA warrant bringing in specific expertise as a temporary measure, provided that the SNE's employer:

is an independent university or research organisation which does not set out to make profits for redistribution; or

is in fact part of the public sector. For the purposes of this Decision, to qualify as being part of the public sector the SNE's employer must meet all the following conditions:

- it must be attached to a public administration, and specifically it must have been created by legislation or regulation;
- its resources must come primarily from public funding;
- any activities in which it competes against other private or public entities on the market must represent less than half of their activities.

- (8) Except where AMLA Executive Director grants a derogation, an SNE must be a national of an EU or EFTA Member State or a country with which the Council has opened accession negotiations and which has reached an agreement with the European Commission on staff secondments.

Article 2 – Cost-free seconded national experts

- (1) For the purposes of this Decision, “cost-free SNEs” means SNEs for whom AMLA does not pay any of the allowances provided for or cover any of the expenses provided for in this Decision, other than those related to the performance of their duties during their secondment.
- (2) Cost-free SNEs may be seconded from the employers set out in Article 1, subject to the same requirements for authorisation by AMLA Executive Director, where appropriate.
- (3) Cost-free SNEs shall be taken into account in AMLA’s annual decision on the final allocation of human resources and on its budget.

Article 3 – Selection procedure

- (1) AMLA actively seeks to attract and select a diverse pool of candidates of SNEs, with a view to ensuring geographical and gender balance. SNEs are selected in compliance with the principle of equal opportunities and in alignment with the provisions set out in Article 1d and Article 27 of the Staff Regulations.

- (2) SNEs shall be selected either through:
- An open call for expression of interest, or
 - By direct agreement between AMLA and the respective SNE's employer.
- (3) The secondment shall be authorised by AMLA's Executive Director and take effect by written exchange between AMLA and the SNE's employer. The SNE, the SNE's employer and AMLA shall sign a tri-partite agreement to formalise the secondment.
- (4) Subject to budget availability, reasonable accommodation will be provided for SNEs with disabilities or specific needs to ensure their full and equal participation in the workplace. This may include adjustments to working conditions, technical aids, or flexible working arrangements.

Article 4 – Period of secondment

- (1) The initial duration of secondment for SNEs will normally be one year, but it may be no less than six months and no more than two years. It may be extended once or more, up to a total period not exceeding four years. Exceptionally, when in the interests of the service, AMLA Executive Director may authorise one or more extensions of the secondment for a maximum of two additional years beyond the four-year limit.
- (2) Any extension of the period of secondment shall be subject to the approval of AMLA Executive Director and the SNE's employer. The extension of the secondment will be formalised by a written exchange between the SNE's employer and AMLA's Human Resources Unit.

Article 5 – Place of secondment

SNEs shall be seconded to AMLA's seat.

Article 6 – Tasks

- (1) SNEs shall assist AMLA's staff performing the tasks assigned to them based on professional knowledge and experience. As a rule, SNEs may not perform middle or senior management duties, even when deputising for their immediate superior.
- (2) SNEs shall take part in missions or external meetings only as part of a delegation led by AMLA staff or, if on their own, as an observer or for information purposes.
- (3) Under no circumstances may SNEs on their own represent AMLA with a view to entering into commitments, whether financial or otherwise, or negotiating on its behalf. An SNE

may, however, represent AMLA in legal proceedings as co-agent with a member of AMLA staff.

- (4) AMLA shall remain solely responsible for approving the results of any tasks performed by an SNE and for signing any official documents arising from them.
- (5) AMLA, the SNE's seconding authority and the SNE must ensure that there is no conflict of interest in relation to the SNE's duties while seconded. The department/unit to which the SNE is to be seconded shall inform the SNE and their employer before the start of the secondment about the intended duties and ask them to confirm in writing that they do not know of any reason why the SNE should not be assigned to those duties.
- (6) The employer and the SNE shall also undertake to inform AMLA Executive Director of any change of circumstances during the secondment which could give rise to any such conflict. A copy of all such exchanges of correspondence shall be kept in AMLA records.
- (7) Where AMLA considers that the nature the activities entrusted to the SNEs requires particular security precautions, security clearance shall be provided to AMLA prior to the secondment.
- (8) Failure on the part of the SNEs to comply with their tasks arising from paragraphs 3, 4 or 5 shall entitle AMLA, if it sees fit, to terminate the secondment of the SNE pursuant to Article 10(2)(c).

Article 7 – Conflict of interest and code of conduct

During the period of secondment:

- (1) SNEs shall be subject to the same ethics and integrity principles as AMLA staff. AMLA's Conflict of interest policy for staff shall apply, unless provided otherwise in this Decision.
- (2) The SNEs shall carry out their duties and conduct themselves solely with the interests of AMLA in mind. They shall neither seek nor take instructions from any government, authority, organisation or person outside AMLA. They shall carry out the duties assigned to them objectively, impartially and in keeping with their duties of loyalty to AMLA.
 - Prior to taking up the tasks and duties at AMLA, the SNE shall be required to complete a declaration with reference to conflict of interest.
 - An SNE wishing to engage in an outside activity, whether paid or unpaid, or to carry out any assignment outside AMLA shall be subject to relevant rules on prior authorisation for staff members.⁴

⁴ Article 12b of the Staff Regulations and the provisions implementing this Article shall apply mutatis mutandis.

- The SNE shall refrain from any action or behaviour which might reflect adversely upon their position and from any form of psychological or sexual harassment.⁵
- The SNE shall not, in the performance of their duties, deal with a matter in which, directly or indirectly, they have any personal interests such as to impair their independence, and, in particular, family and financial interests. If they have occasion in the performance of their duties to deal with such a matter, they shall immediately inform their line manager, who will take any appropriate measure and may, in particular, relieve the SNE of responsibility in this matter.
- The SNE may neither keep nor acquire, either directly or indirectly, in undertakings which are subject to the authority of AMLA or which have dealings with AMLA, any interests of such kind or magnitude as might impair their independence in the performance of their duties.
- The SNE shall declare any gainful activity performed in a professional capacity by their spouse, as defined by the Staff Regulations.
- Both during and after the period of active secondment, the SNE 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.
- The SNE has the right to freedom of expression, with due regard for the principles of loyalty and impartiality. The SNE who intends to publish or cause to be published, whether alone or with others, any text on a matter relating to the work of AMLA shall inform AMLA in advance. Where the line manager is able to demonstrate that the publication is liable seriously to prejudice AMLA's legitimate interests, they shall inform the SNE of their decision in writing within 30 working days of receipt of the information. If no such decision is notified within the specified period, the line manager shall be deemed to have had no objections.
- All rights in any work done by the SNEs in the performance of their duties shall be the property of the AMLA.
- The SNE shall reside at the place of secondment or at no greater distance therefrom as is compatible with the proper performance of their activities.
- Based on their professional knowledge and experience, the SNE shall assist and tender advice to the superiors in AMLA to whom they are assigned and shall be responsible to their superiors for performance of the tasks entrusted to them.

(3) The Code of Conduct of AMLA is applicable to SNEs.

⁵ Article 12a of the Staff Regulations and the provisions implementing this Article shall apply mutatis mutandis.

- (4) Failure to comply with any of the provisions of paragraph 2 during the period of secondment shall entitle AMLA, if it sees fit, to terminate the SNE's secondment pursuant to Article 10(2)(c).
- (5) At the end of the secondment the SNE shall continue to have a duty of loyalty to AMLA and to the European Union and be bound by the obligation to act with integrity and discretion in the exercise of new duties assigned to them and in accepting certain posts or advantages after leaving AMLA. If the SNE does not return to their original employer, they shall declare it to AMLA within 30 days.

Article 8 – Professional experience and knowledge of languages

- (1) To qualify for secondment to AMLA, a national expert must have at least one year or more of experience in administrative, legal, scientific, technical, advisory or supervisory functions which can be regarded as equivalent to those of function groups AD or AST as defined in the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Communities.
- (2) The SNE must produce evidence of a thorough knowledge of one of the Community languages and a satisfactory knowledge of another Community language to the extent necessary for the performance of their duties. An SNE from a non-member country must produce evidence of a thorough knowledge of one Community language necessary for the performance of their duties. In addition, the SNE must be able to communicate effectively in writing and orally in English.

Article 9 – Suspension of secondment

- (1) At the written request of the SNE or their employer, and with the latter's agreement, AMLA may authorise suspensions of periods of secondment and specify the terms applicable. During such suspensions:
 - the subsistence allowances referred to in Article 17 shall not be payable;
 - the travel expenses referred to in Article 20 shall be payable only if the suspension is at AMLA's request.
- (2) The period of suspension shall not be counted in the period of secondment as defined in Article 4.

Article 10 – Termination of periods of secondment

- (1) Subject to paragraph 2, the expert's secondment may be terminated at the request of AMLA or the SNE's employer, subject to three months' notice, or at the SNE's request,

subject to the same period of notice and with the agreement of AMLA and the SNE's employer.

- (2) In exceptional circumstances the secondment may be terminated without notice:
- a. by the SNE's employer, if the employer's essential interests so require;
 - b. by AMLA and the employer acting jointly, at the request of the SNE addressed to both parties, if the SNE's personal or professional interests so require;
 - c. by AMLA in the event of failure by the SNE or their employer to respect their obligations under this Decision; AMLA shall immediately inform the SNE and their employer accordingly.

Chapter II

Working conditions

Article 11 – Social security

- (1) Before the period of secondment begins, the employer from which the SNE is to be seconded shall certify that he will remain, throughout the period of secondment, subject to the social security legislation applicable to the public administration that employs them and is responsible for expenses incurred abroad. To this end, the SNE's employer shall provide AMLA with the certificate referred to in Article 19 of Regulation (EC) No 987/2009⁶, which lays down the procedure for implementing Regulation (EC) No 883/2004 on the coordination of social security systems.
- (2) An SNE who cannot be covered by a public sickness insurance scheme may apply to have this risk insured by AMLA. Should AMLA agree to contribute, the SNE shall pay half the relevant insurance premium and their contribution shall be deducted monthly from the subsistence allowances referred to in Article 17.
- (3) From the day on which their secondment begins, SNEs need to be covered by their employer against the risk of accident. Exceptionally, AMLA may provide adequate insurance cover in this regard and a copy of the policy will be provided to the SNE concerned. Should AMLA agree, the SNE shall pay half the relevant insurance premium and their contribution shall be deducted monthly from the subsistence allowances referred to in Article 17.

Article 12 – Working hours

⁶ So-called "A1 form"

- (1) The working hours for SNEs shall be the same as those in force at AMLA.⁷
- (2) An SNE shall serve on a full-time basis throughout the period of secondment. Following a duly justified request originating from unit concerned, the Executive Director may allow an SNE to work part time, provided the SNE's employer agrees and the arrangement is compatible with the smooth running of the unit.
- (3) In case of part-time work, entitlement to allowances and annual leave shall be reduced proportionately.

Article 13 – Sick leave

- (1) The rules in force at AMLA on absence due to sickness or accident shall apply to SNEs.⁸
- (2) Where the period of sick leave exceeds three months or the length of time worked by the SNE, whichever is longer, the subsistence allowances referred to in Article 17 shall be automatically suspended. Sick leave may not extend beyond the duration of the secondment of the person concerned.
- (3) SNEs who are the victim of a work-related injury which occurs during the secondment shall continue to receive the subsistence allowances in full throughout the period during which they are unfit for work. These allowances shall not, however, be paid beyond the end of the period of secondment.

Article 14 – Annual and special leave

- (1) SNEs shall be entitled to two-and-a-half working days of leave per whole month of service, giving 30 days per calendar year. The rules in force on special leave at AMLA shall apply by analogy to SNEs.
- (2) Leave shall be subject to prior authorisation by the unit to which the SNE is seconded. In the event of unauthorised absence within the meaning of Article 60 of the Staff Regulations, subsistence allowances shall not be paid.
- (3) Upon a duly justified request from the SNE's employer, the SNE may be granted up to 5 days of special leave by AMLA in a 12-month period to visit their employer.
- (4) Days of annual leave not taken by the end of the period of secondment shall be lost and shall not give rise to any compensation or payment by AMLA.

⁷ Articles 55, 56 and 56c of the Staff Regulations and the provisions implementing these Articles shall apply mutatis mutandis.

⁸ Articles 59 and 60 of the Staff Regulations and the provisions implementing these Articles shall apply mutatis mutandis.

Article 15 – Maternity leave

- (1) The rules in force at AMLA on maternity leave shall apply to SNEs.⁹ While on maternity leave the SNE shall receive the subsistence allowances referred to in Article 17.
- (2) When the rules that are binding upon the SNE's employer provide for a period of maternity leave longer than that granted by AMLA, the secondment may, at the SNE's request, be interrupted for the period by which that leave exceeds the leave granted by AMLA.

A period equivalent to the break may be added to the end of the secondment if the interests of AMLA warrant it.
- (3) An SNE may, as an alternative, apply for a break in the secondment to cover the sum of the periods allowed for maternity leave. In that case, the second subparagraph of paragraph 2 shall apply.

Article 16 – Management and control

- (1) Day-to-day administrative and financial management, such as contract management and the calculation and payment of subsistence allowances and travel allowances, shall be the responsibility of the Human Resources Unit working closely with the service to which the SNE is assigned as well as with Paymasters Office of the European Commission who establishes the rights and entitlements.
- (2) The SNE's employer may contact AMLA at any time throughout the SNE's secondment. All correspondence and communications between the SNE's employer and AMLA will be managed by AMLA's Human Resources Unit.

Chapter III

Allowances and expenses

Article 17 – Subsistence allowances

- (1) An SNE shall be entitled, throughout the period of secondment, to a daily subsistence allowance and a monthly subsistence allowance equal to the amount established by the Commission each year.
- (2) These subsistence allowances shall be granted under the same conditions as the expatriation allowance for AMLA staff members.¹⁰

⁹ Article 58 of the Staff Regulations and the provisions implementing this Article shall apply mutatis mutandis.

¹⁰ Article 4 of Annex VII to the Staff Regulations and the provisions implementing this Article shall apply mutatis mutandis.

- (3) In the case of cost-free SNEs, as defined in Article 2, the written exchange referred to in Article 3(3) shall stipulate that these allowances will not be paid and that Articles 18 and 20 do not apply.
- (4) The subsistence allowances shall be subject to the weighting set by the Council pursuant to Article 64 of the Staff Regulations.
- (5) The adjustments to remuneration adopted by the Council pursuant to Article 65 of the Staff Regulations shall apply automatically to the subsistence allowances starting in the month following their adoption.
- (6) These allowances are intended to cover SNEs' living expenses in the place of secondment on a flat-rate basis and shall in no circumstances be construed as remuneration paid by AMLA.
- (7) Before the secondment, the SNE's employer shall certify to AMLA that during the secondment it will maintain the level of remuneration the SNE was receiving at the time of their secondment.
- (8) The SNE shall inform AMLA of any allowance similar to the subsistence allowances received from other sources. This amount shall be deducted from the subsistence allowances. Following a duly justified request from the employer, AMLA may decide not to make this deduction.
- (9) Subsistence allowances shall be payable for every day of the week, including during periods of mission, annual leave, special leave and holidays granted by AMLA.
- (10) When the SNE starts the secondment, the first 75 days of the subsistence allowances to which he is entitled shall be advanced in the form of a lump sum, and the allowances shall not be paid during the corresponding period. This lump sum shall be paid by the 25th day of the month for SNEs starting on the first day of the same month. For SNEs starting on the 16th day of the month, this lump sum shall be paid by the 10th day of the following month. If the secondment is ended during the first 75 days, the SNE shall return the amount corresponding to the remainder of that period.
- (11) Subsistence allowances shall be paid no later than the 25th day of each month.

Article 18 – Possible reimbursement of remuneration

- (1) When justified in the interests of the service, AMLA may reimburse to the SNE's employer all or part of the gross remuneration of an SNE during the period of secondment under an

agreement to be concluded in advance and recorded in the exchange of letters provided for in Article 3 (3).

- (2) The total or partial reimbursement of remuneration shall be authorised on a case-by-case basis by the Executive Director, taking into account the specific needs of the relevant service and, in particular, the need to use SNEs from Member States, and subject to budget availability.
- (3) Expenses resulting from reimbursement shall be charged against the SNE allocation of AMLA's general budget.

Article 19 – Place of origin

- (1) For the purposes of this Decision, "place of origin" means the place where the SNE performed their duties for their employer at the time of their secondment, usually this will be the seat of the SNE's employer. The place of secondment shall be AMLA's seat. Both places shall be identified in the exchange of letters referred to in Article 3 (3).
- (2) If, six months before their secondment to AMLA as an SNE, a national expert already has their main residence in a place other than that in which the employer's headquarters is located, the place of origin shall be deemed to be whichever of the places is closer to the place of secondment.

Article 20 – Travel expenses

- (1) SNEs other than those seconded cost-free, shall be entitled to compensation for the cost of their travel expenses between their place of origin, as defined in Article 19, and the place of secondment at the beginning and end of their secondment. This entitlement is also granted for the SNE's spouse and/or dependants living in the same household as the SNE and changing the place of residence.
- (2) Travel expenses shall be compensated in accordance with the relevant rules and conditions in force at AMLA.¹¹
- (3) By way of derogation from paragraph 1, an SNE who proves that he will be assigned to a place other than their place of origin at the end of the secondment shall be entitled to reimbursement of the travel expenses to that new place under the conditions laid down in paragraph 2. However, this reimbursement may not be more than the amount that would have been paid had the SNE returned to their place of origin.

¹¹ Article 7(1) and (2) of Annex VII to the Staff Regulations and the provisions implementing these Articles shall apply mutatis mutandis.

- (4) AMLA shall not compensate for any expenses referred to in the preceding paragraphs if they have been met by the employer or any other body. The employer concerned shall inform the Human Resources Unit to this effect.

Article 21 – Missions and mission expenses

- (1) SNEs may be sent on mission subject to the provisions of Article 6.
- (2) Mission expenses shall be reimbursed in accordance with the relevant rules and conditions in force at AMLA.¹²

Article 22 – Training

SNEs shall be entitled to attend training courses if the interests of AMLA warrant it. The interests of the SNE, in particular with a view to their reinstatement into their original administration after the secondment, may be considered when a decision is taken on whether to allow them to attend a training course.

Article 23 – Appraisal

The annual appraisal procedure set out for AMLA staff shall apply by analogy to SNEs.

Article 24 – Administrative provisions

SNEs shall report to the Human Resources Unit on the first day of secondment to complete the requisite administrative formalities. They shall normally take up duty on either the first or the sixteenth day of the month.

¹² Articles 11 and 12 of Annex VII to the Staff Regulations and the provisions implementing these Articles shall apply mutatis mutandis.

TITLE II

FIU DELEGATES

Chapter I

General provisions

Article 25 – Scope and definitions

- (1) TITLE II shall apply to FIU delegates who are national experts seconded to AMLA.
- (2) “FIU delegate” means an individual appointed by a national FIU and seconded to AMLA to support the staff of the Authority in carrying out the tasks set out in Article 5(5) of Regulation (EU) 2024/1620.
- (3) “Delegating FIU” means the national FIU that seconds the FIU delegate to AMLA.
- (4) The delegating FIU shall undertake to continue to pay the salary and emoluments of FIU delegates, to maintain their administrative status throughout the period of secondment and to inform AMLA of any change in the FIU delegate’s situation in this regard. The delegating FIU shall also continue to be responsible for all their social rights, particularly social security and pension.
- (5) The termination of or change in the FIU delegate’s administrative status may lead to the termination of their secondment by AMLA, without notice, in accordance with Article 34(2)(c).
- (6) Except where AMLA Executive Director grants a derogation, an FIU delegate must be a national of an EU or EFTA Member State or a country with which the Council has opened accession negotiations, and which has reached an agreement with the European Commission on staff secondments.

Article 26 – Cost-free FIU delegates

- (1) “Cost-free FIU delegates” means FIU delegates for whom AMLA does not pay any of the allowances provided for or cover any of the expenses provided for in this Decision, other than those related to the performance of their duties during their secondment.
- (2) Cost-free FIU delegates shall be taken into account in AMLA’s annual decision on the final allocation of human resources and on its budget.

Article 27 – Selection and Designation procedure

- (1) FIU delegates shall be appointed by Member States on the basis of a proven high level of relevant, practical experience in the field of FIU tasks.

- (2) The General Board in FIU composition is consulted on the appointed FIU delegates and approves the FIU delegates and may reject a person who does not fulfil the criteria referred to in Article 44(2) of the Regulation (EU) 2024/1620.
- (3) The selection criteria and designation process are set out in the document on ‘Designation process of FIU Delegates’¹³.
- (4) The secondment shall be authorised by AMLA’s Executive Director and take effect by written exchange between AMLA and the FIU. The FIU delegate, the delegating FIU and AMLA shall sign a tri-partite agreement to formalise the secondment.
- (5) Subject to budget availability, reasonable accommodation will be provided for FIU delegates with disabilities or specific needs to ensure their full and equal participation in the workplace. This may include adjustments to working conditions, technical aids, or flexible working arrangements.

Article 28 – Period of secondment

- (1) The term of office of FIU delegates shall be three years, renewable once with the consent of the delegating FIU and subject to approval of the AMLA Executive Director. FIU delegates shall have the status of staff of the delegating FIU at the time of their appointment and for the entire duration of their secondment.¹⁴
- (2) The extension of the secondment will be formalised by a written exchange between the delegating FIU and AMLA’s Human Resources Unit.

Article 29 – Place of secondment

FIU delegates shall be seconded to AMLA’s seat.

Article 30 – Tasks

- (1) FIU delegates shall assist AMLA’s staff performing the tasks assigned to them based on professional knowledge and experience. As a rule, FIU delegates may not perform middle or senior management duties, even when deputising for their immediate superior.
- (2) FIU delegates shall take part in missions or external meetings only as part of a delegation led by AMLA staff or, if on their own, as an observer or for information purposes.

¹³ GBFIU/X/25/07b

¹⁴ Article 44(3) of AMLA Founding Regulation (EU) 2024/1620

- (3) Under no circumstances may FIU delegates on their own represent AMLA with a view to entering into commitments, whether financial or otherwise, or negotiating on its behalf. An FIU delegate may, however, represent AMLA in legal proceedings as co-agent with a member of AMLA staff.
- (4) AMLA shall remain solely responsible for approving the results of any tasks performed by an FIU delegate and for signing any official documents arising from them.
- (5) AMLA, the delegating FIU and the FIU delegate must ensure that there is no conflict of interest in relation to the FIU delegate's duties while seconded. The department/unit to which the FIU delegate is to be seconded shall inform the FIU delegate and their FIU before the start of the secondment about the intended duties and ask them to confirm in writing that they do not know of any reason why the FIU delegate should not be assigned to those duties.
- (6) The delegating FIU and the FIU delegate shall also undertake to inform AMLA Executive Director of any change of circumstances during the secondment which could give rise to any such conflict. A copy of all such exchanges of correspondence shall be kept in AMLA records.
- (7) Where AMLA considers that the nature the activities entrusted to the FIU delegates, requires particular security precautions, security clearance shall be provided to AMLA prior to the secondment.
- (8) Failure on the part of the FIU delegates to comply with their tasks arising from paragraphs 4, 5 or 6 shall entitle AMLA, if it sees fit, to terminate the secondment of the FIU delegate pursuant to Article 34(2)(c).

Article 31 – Conflict of interest and code of conduct

- (1) FIU delegates shall be subject to the same ethics and integrity principles as AMLA staff. AMLA's Conflict of interest policy for staff shall apply, unless provided otherwise in this Decision or Title II of the Decision of the Executive Board on the secondment of national experts.
- (2) When performing tasks assigned by AMLA under Article 5(5) of Regulation (EU) 2024/1620, FIU delegates shall carry out their duties and conduct themselves solely with the interests of AMLA in mind. They shall neither seek nor take instructions from any government, authority, organisation or person outside AMLA. They shall carry out the duties assigned to them objectively, impartially and in keeping with their duties of loyalty to AMLA.
 - Prior to taking up the tasks and duties at AMLA, the FIU delegate shall be required to complete a declaration with reference to conflict of interest.

- An FIU delegate wishing to engage in an outside activity, whether paid or unpaid, or to carry out any assignment outside AMLA shall be subject to relevant rules on prior authorisation for staff members.¹⁵
- The FIU delegate shall refrain from any action or behaviour which might reflect adversely upon their position and from any form of psychological or sexual harassment.¹⁶
- The FIU delegate shall not, in the performance of their duties, deal with a matter in which, directly or indirectly, they have any personal interests such as to impair their independence, and, in particular, family and financial interests. If they have occasion in the performance of their duties to deal with such a matter, they shall immediately inform their line manager, who will take any appropriate measure and may, in particular, relieve the FIU Delegate of responsibility in this matter.
- The FIU delegate may neither keep nor acquire, either directly or indirectly, in undertakings which are subject to the authority of AMLA or which have dealings with AMLA, any interests of such kind or magnitude as might impair their independence in the performance of their duties.
- The FIU delegate shall declare any gainful activity performed in a professional capacity by their spouse, as defined by the Staff Regulations.
- Both during and after the period of active secondment, the FIU delegate 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. The FIU delegate shall refrain from using non-AMLA ICT equipment to manage, store or transmit AMLA data or data obtained or accessed in the performance of their duties as FIU delegates.
- The FIU delegate has the right to freedom of expression, with due regard for the principles of loyalty and impartiality. The FIU delegate who intends to publish or cause to be published, whether alone or with others, any text on a matter relating to the work of AMLA shall inform AMLA in advance. Where the line manager is able to demonstrate that the publication is liable seriously to prejudice AMLA's legitimate interests, they shall inform the FIU delegate of their decision in writing within 30 working days of receipt of the information. If no such decision is notified within the specified period, the line manager shall be deemed to have had no objections.

¹⁵ Article 12b of the Staff Regulations and the provisions implementing this Article shall apply mutatis mutandis.

¹⁶ Article 12a of the Staff Regulations and the provisions implementing this Article shall apply mutatis mutandis.

- All rights in any work done by the FIU delegates in the performance of their duties shall be the property of the AMLA.
 - The FIU delegate shall reside at the place of secondment or at no greater distance therefrom as is compatible with the proper performance of their activities.
- (3) The Code of Conduct of AMLA is applicable to FIU delegates.
- (4) Failure to comply with any of the provisions of paragraph 2 during the period of secondment shall entitle AMLA, if it sees fit, to terminate the FIU delegate's secondment pursuant to Title II, Article 34(2)(c).

Article 32 – Professional experience and knowledge of languages

The FIU delegate must be able to communicate effectively in writing and orally in English.

Article 33 – Suspension of secondment

- (1) At the written request of the FIU delegate or their delegating FIU, and with the latter's agreement, AMLA may authorise suspensions of periods of secondment and specify the terms applicable. During such suspensions:
- the subsistence allowances referred to in Article 41 shall not be payable;
 - the travel expenses referred to in Article 44 shall be payable only if the suspension is at AMLA's request.
- (2) The period of suspension shall not be counted in the period of secondment as defined in Article 28.

Article 34 – Termination of periods of secondment

- (1) Subject to paragraph 2, the FIU delegate's secondment may be terminated at the request of AMLA or the delegating FIU, subject to three months' notice, or at the FIU delegate's request, subject to the same period of notice and with the agreement of AMLA and the delegating FIU.
- (2) In exceptional circumstances the secondment may be terminated without notice:
- a. by the delegating FIU, if the employer's essential interests so require;
 - b. by AMLA and the delegating FIU acting jointly, at the request of the FIU delegate addressed to both parties, if the FIU delegate's personal or professional interests so require;

- c. by AMLA in the event of failure by the FIU delegate or their delegating FIU to respect their obligations under this Decision; AMLA shall immediately inform the FIU delegate and their delegating FIU accordingly.
- (3) In cases of termination of delegation pursuant to paragraph 1 or 2, AMLA is entitled to submit a request to the delegating FIU for replacement through a new appointment and designation procedure.

Chapter 2

Working conditions

Article 35 – Social security

- (1) Before the period of secondment begins, the delegating FIU shall certify that the FIU delegate will remain, throughout the period of secondment, subject to the social security legislation applicable to the public administration that employs them and is responsible for expenses incurred abroad. To this end, the delegating FIU shall provide AMLA with the certificate referred to in Article 19 of Regulation (EC) No 987/2009¹⁷, which lays down the procedure for implementing Regulation (EC) No 883/2004 on the coordination of social security systems.
- (2) An FIU delegate who cannot be covered by a public sickness insurance scheme may apply to have this risk insured by AMLA. Should AMLA agree to contribute, the FIU delegate shall pay half the relevant insurance premium and their contribution shall be deducted monthly from the subsistence allowances referred to in Article 41.
- (3) From the day on which their secondment begins, FIU delegate needs to be covered by their employer against the risk of accident. Exceptionally, AMLA may provide adequate insurance cover in this regard and a copy of the policy will be provided to the FIU delegate concerned. Should AMLA agree, the FIU delegate shall pay half the relevant insurance premium and their contribution shall be deducted monthly from the subsistence allowances referred to in Article 41.

Article 36 – Working hours

- (1) The working hours for FIU delegates shall be the same as those in force at AMLA.¹⁸

¹⁷ So-called “A1 form”

¹⁸ Articles 55, 56 and 56c of the Staff Regulations and the provisions implementing these Articles shall apply mutatis mutandis.

- (2) An FIU delegate shall serve on a full-time basis throughout the period of secondment. Following a duly justified request originating from unit concerned, the Executive Director may allow an FIU delegate to work part time, provided the delegating FIU agrees and the arrangement is compatible with the smooth running of the unit.
- (3) In case of part-time work, entitlement to allowances and annual leave shall be reduced proportionately.

Article 37– Sick leave

- (1) The rules in force at AMLA on absence due to sickness or accident shall apply to FIU delegates.¹⁹
- (2) Where the period of sick leave exceeds three months or the length of time worked by the FIU delegate, whichever is longer, the subsistence allowances referred to in Article 41 shall be automatically suspended. Sick leave may not extend beyond the duration of the secondment of the person concerned.
- (3) FIU delegates who are the victim of a work-related injury which occurs during the secondment shall continue to receive the subsistence allowances in full throughout the period during which they are unfit for work. These allowances shall not, however, be paid beyond the end of the period of secondment.

Article 38 – Annual and special leave

- (1) FIU delegates shall be entitled to two-and-a-half working days of leave per whole month of service, giving 30 days per calendar year. The rules in force on special leave at AMLA shall apply by analogy to FIU delegates.
- (2) Leave shall be subject to prior authorisation by the unit to which the FIU delegate is seconded. In the event of unauthorised absence within the meaning of Article 60 of the Staff Regulations, subsistence allowances shall not be paid.
- (3) Upon a duly justified request from delegating FIU, the FIU delegate may be granted up to 5 days of special leave by AMLA in a 12-month period to visit their employer.
- (4) Days of annual leave not taken by the end of the period of secondment shall be lost and shall not give rise to any compensation or payment by AMLA.

¹⁹ Articles 59 and 60 of the Staff Regulations and the provisions implementing these Articles shall apply mutatis mutandis.

Article 39 – Maternity leave

- (1) The rules in force at AMLA on maternity leave shall apply to FIU delegates.²⁰ While on maternity leave the FIU delegate shall receive the subsistence allowances referred to in Article 41.
- (2) When the rules that are binding upon the delegating FIU provide for a period of maternity leave longer than that granted by AMLA, the secondment may, at the FIU delegate's request, be interrupted for the period by which that leave exceeds the leave granted by AMLA.

A period equivalent to the break may be added to the end of the secondment if the interests of AMLA warrant it.
- (3) An FIU delegate may, as an alternative, apply for a break in the secondment to cover the sum of the periods allowed for maternity leave. In that case, the second subparagraph of paragraph 2 shall apply.

Article 40 – Management and control

- (1) Day-to-day administrative and financial management, such as contract management and the calculation and payment of subsistence allowances and travel allowances, shall be the responsibility of the Human Resources Unit working closely with the service to which the FIU delegate is assigned as well as with Paymasters Office of the European Commission who establishes the rights and entitlements.
- (2) The delegating FIU may contact AMLA at any time throughout the FIU delegate's secondment. All correspondence and communications between the delegating FIU and AMLA will be managed by AMLA's Human Resources Unit.

Chapter 3

Allowances and expenses

Article 41 – Subsistence allowances

- (1) An FIU delegate shall be entitled, throughout the period of secondment, to a daily subsistence allowance and a monthly subsistence allowance equal to the amount established by the Commission each year.

²⁰ Article 58 of the Staff Regulations and the provisions implementing this Article shall apply mutatis mutandis.

- (2) These subsistence allowances shall be granted under the same conditions as the expatriation allowance for AMLA staff members.²¹
- (3) In the case of cost-free FIU delegates, as defined in Article 26, the written exchange referred to in Article 27(4) shall stipulate that these allowances will not be paid and that Article 44 does not apply.
- (4) The subsistence allowances shall be subject to the weighting set by the Council pursuant to Article 64 of the Staff Regulations.
- (5) The adjustments to remuneration adopted by the Council pursuant to Article 65 of the Staff Regulations shall apply automatically to the subsistence allowances starting in the month following their adoption.
- (6) These allowances are intended to cover the FIU delegate's living expenses in the place of secondment on a flat-rate basis and shall in no circumstances be construed as remuneration paid by AMLA.
- (7) Before the secondment, the delegating FIU shall certify to AMLA that during the secondment it will maintain the level of remuneration the FIU delegate was receiving at the time of their secondment.
- (8) The FIU delegate shall inform AMLA of any allowance similar to the subsistence allowances received from other sources. This amount shall be deducted from the subsistence allowances. Following a duly justified request from the employer, AMLA may decide not to make this deduction.
- (9) Subsistence allowances shall be payable for every day of the week, including during periods of mission, annual leave, special leave and holidays granted by AMLA.
- (10) When the FIU delegate starts the secondment, the first 75 days of the subsistence allowances to which he is entitled shall be advanced in the form of a lump sum, and the allowances shall not be paid during the corresponding period. This lump sum shall be paid by the 25th day of the month for FIU delegates starting on the first day of the same month. For FIU delegates starting on the 16th day of the month, this lump sum shall be paid by the 10th day of the following month. If the secondment is ended during the first 75 days, the FIU delegate shall return the amount corresponding to the remainder of that period.
- (11) Subsistence allowances shall be paid no later than the 25th day of each month.

²¹ Article 4 of Annex VII to the Staff Regulations and the provisions implementing this Article shall apply *mutatis mutandis*.

Article 42 – Possible reimbursement of remuneration

TITLE I, Chapter 3, Article 18 on possible reimbursement of remuneration does not apply to FIU delegates.

Article 43 – Place of origin

- (1) For the purposes of this Decision, "place of origin" means the place where the FIU delegate performed their duties for their employer at the time of their secondment, usually this will be the seat of the delegating FIU. The place of secondment shall be AMLA's seat. Both places shall be identified in the exchange of letters referred to in Article 27(4).
- (2) If, six months before their secondment to AMLA, an FIU delegate already has their main residence in a place other than that in which the employer's headquarters is located, the place of origin shall be deemed to be whichever of the places is closer to the place of secondment.

Article 44 – Travel expenses

- (1) FIU delegates other than those seconded cost-free, shall be entitled to compensation for the cost of their travel expenses between their place of origin, as defined in Article 43, and the place of secondment at the beginning and end of their secondment. This entitlement is also granted for the FIU delegate's spouse and/or dependants living in the same household as the FIU delegate and changing the place of residence.
- (2) Travel expenses shall be compensated in accordance with the relevant rules and conditions in force at AMLA.²²
- (3) By way of derogation from paragraph 1, an FIU delegate who proves that he will be assigned to a place other than their place of origin at the end of the secondment shall be entitled to reimbursement of the travel expenses to that new place under the conditions laid down in paragraph 2. However, this reimbursement may not be more than the amount that would have been paid had the FIU delegate returned to their place of origin.
- (4) AMLA shall not compensate for any expenses referred to in the preceding paragraphs if they have been met by the employer or any other body. The employer concerned shall inform the Human Resources Unit to this effect.

²² Article 7(1) and (2) of Annex VII to the Staff Regulations and the provisions implementing these Articles shall apply mutatis mutandis.

Article 45 – Missions and mission expenses

- (1) FIU delegates may be sent on mission subject to the provisions of Article 30.
- (2) Mission expenses shall be reimbursed in accordance with the relevant rules and conditions in force at AMLA.²³

Article 46 – Training

FIU delegates shall be entitled to attend training courses if the interests of AMLA warrant it. The interests of the FIU delegate, in particular with a view to their reinstatement into their original administration after the secondment, may be considered when a decision is taken on whether to allow them to attend a training course.

Article 47 – Appraisal

The annual appraisal procedure set out for AMLA staff shall apply by analogy to FIU delegates.

Article 48 – Administrative provisions

FIU delegates shall report to the Human Resources Unit on the first day of secondment to complete the requisite administrative formalities. They shall normally take up duty on either the first or the sixteenth day of the month.

TITLE III

FINAL PROVISIONS

Article 49 – Complaints

- (1) Without prejudice to the possibilities for instituting proceedings after taking up their position, under the conditions and time limits laid down in Article 263 of the Treaty on the Functioning of the European Union, any SNE (including FIU delegate) may submit a complaint to the Executive Director about an act adopted by AMLA under this Decision which adversely affects them, with the exception of decisions which are direct consequences of decisions taken by their employer.
- (2) The complaint must be lodged within two months. The period shall start to run on the date of notification of the decision to the person concerned, but in no case later than the date on which the latter received such notification. The Executive Director shall notify the

²³ Articles 11 and 12 of Annex VII to the Staff Regulations and the provisions implementing these Articles shall apply mutatis mutandis.

person concerned of their reasoned decision within four months from the date on which the complaint was lodged. If at the end of that period no reply to the complaint has been received, this shall be deemed to constitute an implied decision rejecting it.

Article 50 – Entry into force

The decision shall take effect on the day following its adoption.

Done at Frankfurt am Main, on 17 August 2026

For the Anti-Money Laundering Authority

Bruna Szego
Chair of the Anti-Money Laundering Authority