

Decision of the Executive Director 62/2017/DIR

**on Traineeships at CEPOL
and repealing Decision 03/2015/DIR**

Adopted by the Executive Director

On 13 December 2017

THE EXECUTIVE DIRECTOR,

Having regard to Regulation (EU) 2015/2219 of the European Parliament and of the Council of 25 November 2015 on the European Union Agency for Law Enforcement Training (CEPOL) and replacing and repealing Council Decision 2005/681/JHA¹ (hereinafter the 'CEPOL Regulation') and in particular Articles 14 thereof,

Whereas:

- (1) The Executive Director adopted on 21 January 2015 the Decision 03/2015/DIR on Internships at CEPOL.
- (2) The current Decision 03/2015/DIR on internships at CEPOL does not reflect the Commission rules governing trainees' entitlement rights and obligations.
- (3) The current Decision 03/2015/DIR on internships at CEPOL does not include provisions on absences and their administration.
- (4) The current Decision 03/2015/DIR on internships at CEPOL does not include provisions on travel expenses for trainees.
- (5) There is a need to include the possibility for part-time internships.
- (6) There is therefore a need to repeal and replace the existing decision as follows,

HAS DECIDED:

Article 1
Purpose

1. These rules shall govern the traineeship scheme of the European Union Agency for Law Enforcement Training ('CEPOL' or 'the Agency'). The traineeship scheme targets university students or recent graduates with an interest in the work of the Agency.
2. The aim of the traineeship scheme is to benefit both parties – the Agency and the trainees – by giving university students or recent graduates their first experience of working for an EU body and to assist in the completion of specific tasks which are useful to CEPOL.

Article 2
Objectives

1. The objectives of the CEPOL traineeship scheme are:
 - a) To provide trainees with a unique and first-hand experience of the work of CEPOL in particular and of the European Union institutions in general. It aims to provide an understanding of the objectives and goals of the CEPOL processes and policies.
 - b) To enable trainees to put into practice the knowledge they have acquired during their studies in their particular areas of competence. It aims to introduce the trainees to the professional world and the constraints, duties and opportunities therein.
 - c) To give trainees the opportunity to gain experience and knowledge of the day-to-day work of CEPOL.

¹ OJ L 319, 4.12.2015, p.1.

- d) To provide the opportunity to work in a multicultural environment contributing to the development of mutual understanding, trust and tolerance. To promote European integration through active participation to create awareness of true European citizenship.
2. CEPOL, through its official traineeship scheme benefits from:
 - a) The input of enthusiastic trainees, who can give a fresh point of view and up-to-date academic knowledge and experience which will enhance the everyday work of CEPOL;
 - b) The contribution of trainees performing specific tasks of use to CEPOL;
 - c) The creation of a pool of trainees with first-hand experience of and training in CEPOL procedures, who will be better prepared to collaborate and cooperate with CEPOL in the future; and
 - d) The creation of long-term "goodwill ambassadors" to protect and promote ideas and values of CEPOL and of the European Union institutions and bodies.

Article 3 Eligibility

1. Any candidate who meets the following minimum eligibility criteria may apply for a traineeship at CEPOL:
 - a) Candidates shall be nationals of the Member States of the European Union, Schengen Associated Countries or candidate countries benefiting from a pre-accession strategy;
 - b) Candidates must have a level of education which corresponds to completed or ongoing university studies or vocational training relevant for the tasks of CEPOL;
 - c) Candidates must have very good, proven knowledge of the working language of CEPOL (English) at level B2 or higher;
 - d) Candidates must provide a recent Certificate of Good Conduct prior to commencing the traineeship. Annex A sets out an overview of relevant certificates for each of the Member States;
 - e) Traineeships are, as a rule, open to candidates who have not yet had a possibility to work either as a staff member or as a trainee (formal or informal, paid or unpaid) in the European institutions, agencies or bodies. However, if justified for the benefit of the service, CEPOL may consider applications from candidates who have been trainees at other EU institutions, agencies or bodies if they may present particular value for the Agency.

Article 4 Recruitment Procedure

1. There are 3 requirements to be fulfilled in order for the application to be considered valid:
 - a) Candidates should submit their application using the Europass CV, including a letter of motivation.
 - b) Candidates should clearly state in their application for which of the announced traineeship opportunities they are applying. Each traineeship position requires a separate application.

- c) The application shall be signed, scanned and sent electronically by the candidate to the email address traineeships@cepol.europa.eu in order to confirm his/her compliance with the eligibility criteria for the traineeship.

Applications which do not meet the eligibility criteria or are incorrectly submitted will be rejected.

2. The selection should be carried out by a committee consisting of one member of the Human Resources Team of CEPOL and at least one representative of the requesting Business Area.
3. CEPOL selects trainees on the basis of a detailed screening of the received application forms. In addition, candidates may be contacted by CEPOL for a telephone or Skype interview in order to discuss their experience and mutual expectations prior to the final selection decision.
4. Successful candidates shall be informed by an offer letter by email stating the starting date and duration of the traineeship period as well as a copy of these rules.
5. Applicants may withdraw their applications at any time informing CEPOL by email via traineeships@cepol.europa.eu

Article 5 Organisation

1. The traineeship lasts in principle a minimum of three and a maximum of six months. The duration of a traineeship may not be extended beyond the maximum length laid down in these rules unless it is in the interest of CEPOL, clearly justified in writing and approved by the Executive Director of CEPOL. In that case, the traineeship should be extended only up to a total of 6 months
2. Trainees at CEPOL shall start on the 1st or 16th day of the month only.
3. When entering CEPOL on the first day, the trainee shall sign the traineeship contract stating the rights and obligations of both the Agency and the trainee.
4. Before concluding the traineeship contract, trainees shall provide original documents of their identity, education, health insurance and a certificate of good conduct.
5. At the beginning of the traineeship, the trainee will be asked to sign a written agreement stating the conditions of the traineeship and his/her activities during the traineeship period, as well as a CEPOL Declaration of Confidentiality. Trainees may also be required to fill out a declaration of interest.
6. CEPOL shall provide trainees with an office space, computer access and other equipment necessary to perform their duties.

Article 6 Rights and Obligations of Trainees

1. Trainees do not have the status of other servants of the Communities nor do they have any right or priority with regard to an appointment in the services of CEPOL.

2. Trainees shall be appointed a supervisor who is responsible for overseeing the work of the trainee. Trainees shall be required to comply with the instructions given by their supervisor as well as the respective managers of the Agency.
3. Trainees shall comply with the internal rules governing the functioning of CEPOL, in particular the rules concerning security, confidentiality and the CEPOL Code of Conduct.
4. CEPOL reserves the right to terminate the traineeship and to take legal proceedings against any person who does not respect their obligations, including obligations related to discretion and confidentiality.
5. At the end of the traineeship period, trainees must submit to their supervisor a report on their activities and objectives met during the traineeship period.
6. All trainees must possess health insurance throughout the entire period of their traineeship. Proof of this insurance must be presented to the Human Resources Department before the start date of the traineeship. Trainees are also advised to take out civil liability insurance.

Article 7 Confidentiality

1. Trainees must exercise the greatest discretion regarding facts and information that come to their knowledge during the course of their traineeship. They must not, in any matter, disclose to any unauthorised person any document or information not already made public. To ensure this discretion, trainees shall be requested to implement and sign the CEPOL Declaration of Confidentiality before starting the traineeship.
2. If a trainee's participation in a particular project during the traineeship involves access to classified information, only candidates holding security clearance of the appropriate EU level from the Member States will be accepted.
3. The tasks proposed for the traineeship should not normally involve the handling of classified information. Any deviation from this principle must be clearly explained and justified by the hosting head of unit in a written submission to the Executive Director. CEPOL.
4. If the traineeship is to be used for the trainee's thesis or any other piece of academic work, the supervisor and the head of the hosting unit are responsible for reviewing the texts to make sure that there are no confidentiality issues.

Article 8 Working Conditions

1. Trainees should keep the same hours of work and have the same official public holidays, as CEPOL staff.
2. Trainees are entitled to 2 days of annual leave per month. This entitlement is acquired pro rata to the months worked counted from the first day of the month. Days of leave not taken are not paid in lieu. Days taken for participation to any competition, exam or university work are to be deducted from this entitlement.
3. The Human Resources Team of CEPOL shall oversee that the above rules are respected. Leave requests should respect the needs of the agency. They must first be checked by the trainee's supervisor and approved by their line manager.

Article 9 Absences

1. In case of sickness, trainees must notify their supervisor and the Human Resources Team of the Agency immediately, and, if absent for longer than two days, must produce a medical certificate indicating the probable length of absence, which must be forwarded to the Human Resources Team of the Agency.
2. If a trainee is absent without justification or without notifying their supervisor and the Human Resources Team, the Human Resources Team shall instruct the trainee in writing to report to the Agency within a week of the reception of the written notification. The trainee should also provide proper justification for his/her unauthorised absence. These days of absence are automatically deducted from the trainee's leave entitlement.
3. The Executive Director of the Agency may decide, following examination of the justification given, or if no justification is received after this deadline, to immediately terminate the traineeship without further notice. Any overpayment of the grant is to be reimbursed to the Agency. The trainee will also not be entitled to receive the travel allowance.

Article 10 Missions

1. In exceptional cases only, justified by the requirements of the traineeship project and/or the needs of the service, the Executive Director may grant authorisation for the trainee to be sent on a mission, on the condition that the mission is of a technical nature and not of a representative one.
2. This authorisation entitles trainees to reimbursement of mission expenses and per diem in accordance with relevant provisions of the CEPOL mission guide.

Article 11 Financial matters

1. Trainees are entitled to a flat monthly grant during the period of the traineeship. The amount of the grant is 1159.44 EUR weighted with the correction coefficient that applies for Budapest (Hungary).
2. Trainees who continue to be paid by their employer for the purpose of completing a traineeship at CEPOL, or who receive a grant from another source for the same purpose or another subsistence allowance, shall only be entitled to a financial contribution from CEPOL if the sum they receive is less than the amount of the monthly grant.
3. The above-mentioned grant shall be calculated in EUR and paid in EUR or in HUF, according to the applicable InforEuro monthly exchange rate. The grant shall be paid by the 16th day of each month. The grant for the first month of traineeship may be paid in four to six weeks following the start of the traineeship.
4. Trainees are solely responsible for the payment of any taxes due on the grants received from CEPOL by virtue of the laws in force in the State concerned. Grants awarded to trainees are not subject to the tax regulations applying to officials and other servants of the European Communities.

5. At the end of the traineeship and for tax purposes, the Human Resources Team shall provide a certificate stating the total amount received by the trainee, confirming that tax and social security payments have not been paid by CEPOL.
6. Trainees subject to Article 13 are not entitled to the trainee grant.

Article 12 Travel Allowance

1. Trainees who receive a grant pursuant to Article 11 and whose place of residence, as stated in the application form, has the geographical distance of more than 100 km from CEPOL's headquarters in Budapest are entitled to a travel allowance. In case of trainees who are nationals of Schengen Associated Countries or of candidate countries benefiting from a pre-accession strategy, the allowance shall be calculated based on the geographical distance between the capital city of the country the trainees are nationals of and Budapest.
2. The Human Resources Team establishes the method of calculation of this travel allowance, the modalities and the procedure to be followed. Travel allowances are paid at the end of the training period.
3. The trainee must complete a minimum of 3 months of the traineeship to qualify for the travel allowance.

Article 13 Unpaid Traineeships

1. CEPOL may accept, by way of exception, unpaid traineeships upon request from EU Member State academies, universities or law enforcement training organisations. This shall apply also in the case of requests related to the coverage of the grant by another institution.
2. Unpaid traineeships may also be granted to individuals' requests whose motivation to complete a traineeship at CEPOL is in principle directly related to their professional career path in the future, or serves scientific or training purposes only.
3. CEPOL is in no way liable for any expenses borne by the trainee in pursuit of an unpaid traineeship. Notwithstanding this, the trainee is eligible for reimbursement of expenses related to any missions she/he may be required to undertake as part of his/her duties at CEPOL. The Authorising Officer may grant an advance of mission expenses to the unpaid trainee upon his/her request. Any sums paid by way of an advance shall be deducted from the amounts reimbursed to cover mission expenses.

Article 14 Part-Time Traineeships

1. If a trainee wishes to alter his/her traineeship to accommodate other responsibilities, in particular academic work related to ongoing university studies, there is an option for the working hours to be reduced to part-time hours.
2. The trainee must submit a written request to the Human Resources Team, after consulting their supervisor and line manager, at least 15 days before the requested date, except in duly justified urgent cases.

3. Leave entitlements in case of part-time traineeship shall be calculated pro-rata.

Article 15

Interruption and termination of training and sanctions

1. At the written request of the trainee, the Executive Director of CEPOL may, after consulting the supervisor, authorise an interruption of the traineeship for a given period. The grant shall then be suspended and the trainee shall not be entitled to reimbursement of any travel expenses incurred during that period. The trainee may return to complete the unfinished part of the training provided there is time remaining till the end of the training period as initially defined. Provided that the trainee has completed the minimum of 3 months of traineeship, he/she shall be entitled to a travel allowance which cannot exceed the 50% of the total travel allowance which would be paid if no termination would have taken place.
2. If a trainee wishes to terminate his/her traineeship earlier than the date specified in the contract, a written request shall be submitted by the trainee to the Human Resources Team. This request shall be submitted at least three (3) weeks in advance of the new termination date foreseen, via his/her supervisor and line manager. Trainees may only terminate their contract on the 1st and 16th of a month. Where the trainee received a grant for a whole month but terminates the traineeship on the 16th of that month, the trainee shall reimburse the equivalent part of the grant to the Agency. Provided that the trainee has completed the minimum of 3 months of traineeship, he/she shall be entitled to a travel allowance which cannot exceed the 50% of the total travel allowance which would be paid if no termination would have taken place.
3. The Agency reserves the right to terminate the traineeship at any time if the conduct or performance of the trainee does not prove satisfactory, if his/her language knowledge is insufficient for the performance of his/her duties, if he/she breaches his/her obligations under these rules, or if it becomes apparent that the trainee knowingly made wrongful declarations, or provided false statements or papers at the moment of application or during the traineeship period. In any of the above circumstances, the traineeship may be terminated by the Executive Director, following a justified request by the management of the service to which the trainee is assigned.
4. In the event of termination for any of the above reasons, the trainee shall reimburse any overpayment of the grant to the Agency and the trainee shall not be entitled to receive the travel allowance at the end of the traineeship.

Article 16

Entry into force

This Decision shall enter into force on the day of its adoption.

Budapest, 13 December 2017

A handwritten signature in blue ink, appearing to read "Detlef Schroeder".

Mr. Detlef Schroeder
Acting Executive Director