

# **PRESIDENT'S DECISION No. 16/2023**

**of 19 April 2023**

## **laying down the provisions governing the traineeship programme at the European University Institute**

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### **THE PRESIDENT**

Having regard to the Convention setting up a European University Institute (EUI), and in particular its Article 7;

Having regard to the Rules governing the official traineeships scheme of the European Commission No 458/2005 of 2 March 2005;

Having regard to the provisions governing the operations of the European University Institute.

#### **WHEREAS:**

- It is necessary to update and complement the existing provisions regarding the traineeships programme at the EUI;
- In connection with its academic and administrative activities, this programme is addressed mainly to university graduates, without excluding those who – in the framework of lifelong learning – have obtained a university diploma and are at the beginning of a new professional career;
- The aims of the traineeship programme are:
  - to provide a general overview of the goals of the EUI, a unique international organisation for doctorate and post-doctorate studies and research;
  - to provide first-hand experience of the activities of the EUI and its units;
  - to extend and apply knowledge, acquired during the studies or professional occupation;
  - to enable trainees to acquire professional development and personal experience through the daily work of the EUI's units;
  - to provide the opportunity to work in a multi-cultural, multi-linguistic, and multi-national environment;
- By offering a traineeship programme, the EUI benefits from the input of enthusiastic graduates, who can give a fresh point of view and up-to-date academic knowledge, which will enhance the everyday work of the EUI;

- The traineeship programme creates long-term “goodwill ambassadors” for EUI ideas and values both within the European Union and outside.

## **HAS DECIDED AS FOLLOWS:**

### **Chapter I GENERAL PROVISIONS**

#### **Article 1 Types of traineeships**

1. The remunerated traineeship: shall be defined by a specific agreement and trainees shall be entitled to a monthly grant paid by the EUI.
2. The non-remunerated traineeship: shall be defined by an inter-institutional agreement and by a specific agreement.

#### **Article 2 Administrative organisation**

1. Remunerated traineeship posts available in each unit are based on budget availability and are revised annually.
2. Exceptionally, requests for remunerated traineeships may be made *ad hoc* when duly justified and approved by the Human Resources Service (HRS) Director.

#### **Article 3 Future employment**

1. Admission to a traineeship does not confer on trainees the status of permanent staff member or that of other staff categories of the EUI, nor does it entail any right or priority to appointment at the EUI.
2. A person can only benefit from one paid traineeship experience at the EUI. Traineeships are renewable without exceeding the maximum duration mentioned in Article 8.

### **Chapter II ELIGIBILITY CRITERIA AND SELECTION PROCESS**

#### **Article 4 Eligibility criteria**

1. Trainees must be nationals of the Member States of the European Union and of candidate countries benefiting from a pre-accession strategy. However, a limited number of nationals of non-Member States may be accepted on the basis of a specific agreement of the Secretary General and according to available resources. Under exceptional circumstances, specific traineeships can be made available solely to nationals of specific States, including EU and non-EU States.
2. Trainees receiving a grant by the EUI must have completed the first cycle of university studies and obtained a full degree or its equivalent by the closing date for

applications. The minimum national qualifications required by the legislation in the country where the diploma was obtained are published on the website of the EUI.

Trainees must have obtained their last university diploma no longer than three years prior to the deadline for applications. The three years rule is not applicable for trainees enrolled in further university studies at the moment of their application for the traineeship at the EUI.

3. Trainees not receiving a grant by the EUI (non-remunerated traineeship) must be enrolled in a university degree programme.

4. In order for the trainee to fully benefit from the traineeship and to be able to follow meetings and perform adequately, candidates must have:

- a good knowledge of English (CEFR level: B2 or above), and
- a satisfactory knowledge of another language of the European Union to the extent necessary to carry out the duties to be performed.

If requested by the competent unit, knowledge of the languages declared on the application form, other than the mother tongue, should be supported by an appropriate justification (i.e. diplomas, certificates, proof of having studied in the language in question, etc.).

5. Depending on EUI's needs, trainees may be requested to fulfil specific requirements in order to be eligible for the traineeship programme. The requirements will be stated in the call for applications for traineeships.

## **Article 5**

### **The application and selection process**

1. The main objective of the selection procedure is to provide the relevant units of the EUI with the best possible choice of candidates with as wide a range of academic disciplines as possible from which the relevant units can make their final selection. The selection procedure also aims to keep to the best level possible, gender and geographical balance between candidates.

2. Applications should be made according to the procedures established by the HRS, as per the instructions published on the website of the EUI. All calls for traineeship and necessary instructions, including the eligibility criteria, are published on the website of the EUI.

Candidates can apply to individual calls for traineeships and/or send a spontaneous application.

3. Upon receipt by the HRS of the applications, their eligibility will be examined on the basis of the criteria established by this Decision.

HRS is entitled to amend the eligibility criteria when legally and procedurally required. Any such changes will be published on the website of the EUI.

4. Before the traineeship agreement is signed, selected candidates must supply the necessary supporting documents to the HRS, as per the instructions published on the website of the EUI.

5. At any stage of the application process, applicants may withdraw their application by informing the HRS in writing. They may re-apply for a subsequent training period by submitting a fresh application, together with all supporting documents.

## **Article 6** **Placement requirements**

1. Trainees may not be assigned to any unit where a conflict of interest may arise, irrespective of the candidate's prior professional experience or nationality.

2. Applicants can only be offered a single traineeship agreement for a given training period.

Applicants who decline such agreement will be excluded from the ongoing procedure. They may re-apply for a subsequent training period by submitting a fresh application, together with all supporting documents.

3. Prior to the beginning of the traineeship trainees are obliged to comply with the Italian regulations on residence/visa obligations in force and they are responsible to obtain all the documentation required by the Italian authorities.

## **Chapter III** **ORGANISATION OF TRAINEESHIP**

### **Article 7** **Traineeships periods**

Traineeships start on the 1st day of the following months:

- February
- April
- June
- September
- November

In exceptional and justified cases other starting months may be authorised by the HRS Director.

### **Article 8** **Duration**

1. The remunerated traineeship has a one-year maximum duration. In justified cases, shorter traineeships may be granted provided that the minimum duration is 3 months.

2. The non-remunerated traineeship is for a period of a maximum of 3 months.

3. Trainees who complete their non-remunerated traineeship can be considered for a remunerated traineeship as per paragraph above. The paid traineeship shall be of a maximum duration of 12 months, provided that candidate trainees meet all the eligibility requirements listed under Article 4.

## **Article 9 Organisation**

1. Trainees shall be placed in one of the EUI units.

The administration may change the unit in which the trainee is placed on justified grounds and in the interest of the service.

2. Trainees take part in the activities of their unit, attend meetings on subjects of interest to their work (unless these meetings are restricted or confidential), receive documents and attend trainings at a level corresponding to their educational and professional background.

3. Trainees may be asked to follow a specific project that may serve useful for their professional development. Trainees shall be supervised by a supervisor who shall be responsible for providing information and advice as regards the tasks assigned during the whole period.

## **Article 10 Certificate**

Trainees who have completed the minimum required traineeship period may request, after their training period, a certificate specifying the dates of their training period and the unit in which they were assigned.

## **Chapter IV RIGHTS AND OBLIGATIONS**

### **Article 11 General rights and obligations**

1. Trainees shall comply with the traineeship programme and rules, as well as with the EUI rules and regulations, including those on security and confidentiality. They shall also comply with the data protection rules currently in force at the EUI.

2. Trainees shall be provided with a document outlining their assigned tasks.

3. They shall comply with instructions received from the trainee supervisor.

4. Trainees shall participate in the unit's activities according to the assigned tasks and the timetable of the unit concerned.

5. Trainees shall mutually agree with their supervisor on a traineeship programme. The traineeship programme may be subsequently updated to adapt to the needs of the trainees or to better correspond to the needs of the unit.

6. Remunerated trainees may attend one language course of their choice, up to a maximum of 25 hours, among the EUI Language Centre's offers. The prior permission of the supervisor is required for that purpose.

7. Trainees may attend training and academic events at the EUI upon authorisation and availability.

8. Trainees are entitled to a discount in the EUI canteen. The exact amount of the discount shall be indicated on the website of the EUI.

## **Article 12**

### **Early Termination of the traineeship agreement**

1. If trainees wish to terminate their traineeship earlier than the date specified in the traineeship agreement, a written request must be submitted to the HRS. This request must be submitted at least three weeks in advance of the termination date foreseen, via the supervisor.

2. The EUI is allowed to terminate the traineeship agreement in writing with prior notice of three weeks based on proper reasons in particular:

- if the conduct of the trainee does not prove satisfactory, or
- if the level of the trainee's professional performance or knowledge of the working language is insufficient for the proper execution of their duties.

3. The EUI is allowed to terminate the traineeship agreement in writing with immediate effect:

- if at any moment 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,
- if the trainee violates provisions on confidentiality.

4. In all the above cases, the HRS Director invites the trainee to discuss the reasons for the early termination and for the trainee to be heard. The trainee will then be informed about the outcome of the procedure.

5. Where appropriate, the trainee shall reimburse the equivalent part of the grant to the EUI.

## **Article 13**

### **Interruption**

1. Under exceptional circumstances, at the written request of the trainee stating the relevant reasons and with proper justification, the HRS may, after consultation with the traineeship supervisor, authorise an interruption of training for a given period. The grant is then suspended, and the trainee is not entitled to reimbursement of any travel expenses incurred during that period.

2. The trainee may return to complete the unfinished part of the training, but only up to the end of the same training period. No extension is possible.

## **Article 14**

### **Working hours and leave**

1. Trainees are entitled to two (2) days of leave per month to be decided with the supervisor. 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.

2. When there is no explicit rule for trainees regarding special leave and holidays, the general rule for EUI staff shall apply *mutatis mutandis*.
3. Remunerated trainees should keep the same working hours as the EUI staff.
4. The working hours of non-remunerated trainees shall be specified in their traineeship agreement.

## **Article 15**

### **Absences**

1. In the event of illness, trainees are obliged to immediately inform the supervisor. After the third day of absence, they are obliged to send a medical certificate indicating the likely duration of absence to the HRS. A trainee absent for illness may be subjected to medical checks by analogy with the rules applied to the EUI staff.
2. Any unjustified days of absence without previous authorisation by the supervisor are automatically deducted from the trainee's leave entitlement and may constitute a reason for termination of the traineeship.

## **Article 16**

### **Maternity Leave**

1. A trainee who is pregnant shall be granted maximum maternity leave of twelve weeks, during which period she shall receive the grant as set out in Article 18 of these rules. The leave shall start not earlier than six weeks before the expected date of confinement as shown in a medical certificate, which must be provided to HRS, and end not earlier than six weeks after the actual date of childbirth.
2. For health and safety reasons, a trainee who is pregnant must inform HRS at the latest fifteen weeks before the expected date of confinement.
3. Maternity leave cannot go beyond the duration of the traineeship period.

## **Article 17**

### **Missions**

1. Remunerated trainees may accompany EUI staff members during missions on the condition that the mission is of a technical nature and is considered relevant for their traineeship objectives. Missions shall be authorised by the Secretary General.
2. For the reimbursement of these mission expenses, the same rules as for EUI staff members shall apply.

## **Chapter V FINANCIAL CONDITIONS**

### **Article 18 Monthly grant**

1. Trainees admitted to a traineeship under Article 1(1) will be awarded a monthly traineeship grant. Subject to budget availability the amount of the grant shall be 25% of the monthly salary of a EUI staff member in grade AD 5, step 1, rounded to the closest 10 Euro. The monthly grant shall be capped to the amount equivalent to that of a 4<sup>th</sup> year EUI researcher. The amount of the grant shall be indicated on the website of the EUI.

A trainee with EUI grant who has during the traineeship an income from outside the EUI (grant, salary or other) shall be entitled to a financial contribution from the EUI only to the extent that such outside remuneration is below the amount of the traineeship grant. In such cases, the trainee shall receive the difference to make up the amount of that grant.

2. Trainees admitted to a non-remunerated traineeship under Article 1(2) may receive a grant from their home university/organisation as defined by the inter-institutional agreement.

### **Article 19 Travel allowance**

1. Remunerated trainees shall be entitled to reimbursement of travel expenses actually incurred at the beginning and the end of the traineeship up to the ceiling defined on the website of the EUI. These expenses shall be calculated based on the most economical fare. Reimbursement of travel expenses shall be made on presentation of supporting documents (i.e. tickets, boarding passes and receipts).

2. The trainee must complete a minimum of 3 months of the training period to qualify for the travel allowance. Trainees whose place of recruitment is less than 50 km from the place of employment are not entitled to a travel allowance.

### **Article 20 Sickness insurance**

Sickness insurance is compulsory. A trainee not covered by a sickness insurance scheme will be insured under the conditions laid down in the sickness insurance policy of the EUI within the first month of their traineeship. In that case the trainee's contribution shall be one third of the corresponding premium and this amount is deducted automatically from the grant.

### **Article 21 Accident insurance**

On the conditions laid down in the insurance policy subscribed by the EUI, trainees are insured against accident risks.



## **Article 22**

### **Disability allowance**

Upon presentation of the proper justification, trainees with disabilities may receive a supplement to their grant equal to a maximum of 50% of the amount of the grant.

The HRS may consult the medical adviser of the EUI if necessary.

## **Article 23**

### **Fiscal Arrangements**

1. Grants awarded to trainees are not subject to the special tax regulations applying to EUI staff. Trainees are solely responsible for the payment of any taxes due on EUI grants by virtue of the laws in force in the State concerned.

2. The HRS may provide a certificate for tax purposes at the end of the traineeship period. This certificate should state the amount of grant received and confirm that tax and social security payments have not been made.

## **Chapter VI**

### **SANCTIONS AND DISCIPLINARY MEASURES**

## **Article 24**

### **Social behaviour and conduct**

1. Trainees must exercise their duties and behave with integrity, courtesy and consideration.

2. Trainees who take part in official activities organised for them by the HRS must respect the timetables and programmes laid down.

## **Article 25**

### **Confidentiality**

1. Trainees must exercise the greatest discretion regarding facts and information that come to their knowledge during the course of their training. They must not, in any manner whatsoever, disclose to any unauthorised person any document or information not already made public. They will continue to be bound by this obligation after the end of their training.

2. Trainees must not have any professional connections with third parties which might be incompatible with their traineeship, and they are not permitted to exercise any other gainful employment during the period of the traineeship which may adversely affect the work assigned during the traineeship.

If a conflict of interest should arise during their assignment, trainees should immediately report this to their supervisor and to the HRS in writing.

## **Article 26 Publications**

Trainees must not, either alone or with others, publish or cause to be published any matter dealing with the work of the EUI without the written permission of the relevant unit. Such permission is subject to the conditions in force for all EUI staff. All rights, for any articles or other work done for the EUI, are the property of the EUI.

## **Chapter VII FINAL PROVISION**

### **Article 27 Appeals**

Articles 1 and 2, Title I, of the Common Provisions applicable to Teaching and Administrative Staff of the EUI shall apply *mutatis mutandis*.

### **Article 28 Entry into force**

1. This Decision shall enter into force from 1 May 2023. It repeals and replaces the President's Decision No. 39/2013 of 27 August 2013 laying down the provisions governing traineeships at the European University Institute.
2. In a transitory phase, the President's Decision No. 39/2013 shall apply to trainees who have received the traineeship agreement from the EUI or whose traineeship starts before the entry into force of the present Decision.

Done in Florence, on 19 April 2023

The President

(signed)

Renaud Dehousse