



Director

Administrative Decision 1/2022

Rules Governing the Traineeship Programme of the Translation Centre for the Bodies of the European Union

The Director,

Having regard to the Council Regulation (EC) No 2965/94 of 28 November 1994 setting up a Translation Centre for the bodies of the European Union (hereinafter 'the Centre'), as last amended by Council Regulation (EC) No 1645/2003 of 18 June 2003;

Having regard to the Budget of the Centre, in particular line 1113 thereof, which establishes appropriations for the organisation of traineeships;

Whereas:

- (1) Traineeships can provide trainees with an understanding of the objectives and activities of the Centre.
- (2) The traineeship programme can enable trainees to acquire technical and operational experience by means of contacts made in the course of their everyday work at the Centre and to further put into practice the knowledge they have acquired during their studies and/or professional careers.
- (3) The aim of the programme is to attract highly qualified, competent and motivated applicants and to treat them in a professional manner, allowing both parties to benefit from the programme.
- (4) The traineeship programme creates a pool of people with first-hand experience of procedures in EU in general and at the Centre specifically, who will be better prepared to collaborate with the Centre in the future. The Centre benefits from the input of enthusiastic graduates, who can provide a fresh point of view and up-to-date academic knowledge to contribute to everyday work of the Centre.
- (5) The traineeship programme creates long-term 'goodwill ambassadors' for European ideas and values both within and outside the European Union.
- (6) The temporary suspension of traineeships at the Centre due to the Covid-19 pandemic provided an opportunity to reassess and evaluate the existing rules in the light of the new way of working at the Centre, taking into account the rules governing the official traineeship schemes offered by the EU institutions and agencies.
- (7) Administrative notice 1/2010 on traineeships offered by the Translation Centre for the bodies of the European Union needs to be repealed in order to better reflect in a new set of rules the experience of the past years and the changes that occurred in the functioning of the EU legislation and within the Centre, including the introduction of a new data protection regulation, new procedures and new IT tools.

HAS ADOPTED THIS DECISION:

Article 1

Subject matter and scope

1. The objective of this administrative decision is to set the rules governing the traineeship programme of the Centre.
2. Traineeships are intended to enable trainees to gain experience in the work of the European Union in general and in the work of the Centre in particular. The Centre benefits from the specific skills of enthusiastic trainees, who can contribute to the enhancement of its daily work. In particular, traineeships undertaken at the Centre are intended to:
 - provide training in the areas of work of the Centre;
 - give practical insight into the activities of the Centre's departments;
 - enable trainees to acquire experience in a multicultural and multilingual environment;
 - enable trainees to apply the skills they have acquired in the course of their studies or working life.

Article 2

Eligibility

1. To be admitted to the traineeship programme, candidates must:
 - a) be 18 years of age or older;
 - b) be nationals of a Member State of the European Union;
 - c) have, by the beginning of the traineeship, successfully completed at least 3 years of higher education (university studies) or equivalent education attested by a diploma or relevant official certificate;
 - d) have language skills corresponding to level C1 for the first language (thorough knowledge) and level B2 for the second language (satisfactory knowledge), under the Common European Framework of Reference for Languages¹.
2. In the interests of the service, the Director may extend the eligibility criteria to include nationals of candidate or third countries; candidates from such countries must have a satisfactory knowledge (level B2) of one of the working languages of the Centre (French or English)².
3. The Director may further specify or adjust the eligibility and selection criteria depending on the needs of the Centre.

¹ For trainee translators, a perfect command of the main language may be requested.

² A different level may be requested in the traineeship notice.

4. The Centre wishes to offer as many people as possible the opportunity of a traineeship. Therefore, applications will not be accepted from applicants who have already been a trainee of the Centre, who have been accepted by the Centre in any capacity, or who have worked for the Centre as an interim staff member, consultant or external service provider.

Article 3

Status

Admission to the traineeship programme shall not give trainees the status of staff of the European Union, and does not confer on trainees the status of officials or other servants of the European Union, nor does it entail any right or priority with regard to employment at the Centre. Trainees must take part in the Centre's selection procedures under the same conditions as any other candidate.

Article 4

Organisation

1. Prior to each calendar year, the Director shall consult the Heads of Department and decide on the number of traineeships to be offered in each department and the duration thereof, depending on the level of budgetary appropriations available and on the capacity of each department to accommodate a trainee.
2. Each year, interested entities³ shall submit their requests for trainees to the Director no later than the end of February. All requests shall be submitted via ARES using the form provided in Annex I and following the Ares workflow as outlined in Annex II.
3. Trainees shall be assigned to an entity within the Centre. The entity to which the trainee is assigned shall guarantee adequate support, coaching and guidance to the trainee. During the traineeship, trainees may be assigned to different roles within the entity, or may be involved in cross-cutting projects falling within the competence of more than one entity. Upon a decision of the Director, a trainee may be reallocated to another position.
4. Trainees shall be placed under the responsibility of a coach, who must guide and closely follow trainees during their traineeship, acting as a mentor and advisor⁴. In particular, the coach shall be responsible for the workload and leave management of the trainee, together with the relevant line manager. The coach shall immediately notify the line manager and the HR Section of any significant incidents during the traineeship, in particular professional incompetence, absences, illnesses, accidents, inappropriate behaviour or interruption of the traineeship, which have come to the attention of the coach.
5. In principle, the coach shall be responsible for only one trainee during each training period. The coach of each trainee shall be designated at the latest at the time of the submission of the request for a trainee. The coach shall be selected within the entity requesting the trainee, in principle, among officials or temporary agents in function group AD.

³ e.g. Departments, Sections, Offices or Groups within the Centre.

⁴ The coach ensures that the trainee is to receive training relating to working tools as well as more general training relating to the Centre, including in the initial weeks of the traineeship.

6. Trainees shall be allowed and encouraged to attend meetings on subjects of interest to their work (unless these meetings are restricted or confidential), receive documentation and participate in the work of the entity to which they are assigned at a level corresponding to their educational and professional background. Subject to the approval of their coach and to the extent that this does not conflict with the accomplishment of the tasks assigned to them, they are entitled to attend meetings in an entity other than the one to which they are assigned, unless these meetings are restricted or confidential. As a rule, trainees shall not be allowed to go on mission. Linguistic training or any other training organised by the Centre and held in the premises of the Centre may be open to the participation of trainees, with prior authorisation from the relevant line manager and with the approval of the coach.

Article 5

Duration of traineeship

1. Traineeship periods shall last at least 3 months and at most 12 months. The Centre shall advertise the requirements for trainees as the need arises. The number of trainees and length of traineeship for each year may vary.
2. Traineeships are initially offered for a period of 3 or 6 months, with the Centre retaining the option to extend the traineeship once for a period to be determined by the Director, depending on budgetary availability and the needs of the service. Further extensions shall not be possible. Trainees shall be notified in advance if the traineeship is extended. Traineeship periods may not be repeated or extended beyond the maximum period(s) laid down in these rules.
3. In order to request an extension, the trainee's Head of Department must submit a note to the Director in ARES. This note must be submitted no later than 1 month before the end of the traineeship.

Article 6

Selection procedure

1. Applications shall be made in accordance with the procedures established by the Centre. All the necessary instructions shall be published in a traineeship notice.
2. If an application is unsuccessful, a candidate may re-apply for a subsequent traineeship. However, it is necessary to submit a new application in full.
3. The Centre shall select trainees on the basis of the applications received following the publication of a traineeship notice. Unsolicited applications shall not be retained or examined. Candidates who are offered a traineeship will be required to provide documented evidence of the qualifications referred to in Article 2 prior to starting the traineeship. The traineeship notices will contain specific instructions on the application process and how to submit any supporting documents.
4. The Director shall determine the number of traineeships to be offered, the starting date and the assigned entities as described in Article 4(2). The Director shall launch the selection procedure, approve the traineeship notice and appoint a Selection Committee composed of at least three members representing the entities concerned by the selection and the Human Resources Section. The Selection

Committee members shall sign declarations regarding their impartiality, confidentiality and absence of conflicts of interests, as for the selection of staff at the Centre.

5. Eligible applicants shall be selected on the basis of:

- the suitability of their profile in relation to the traineeship to be awarded and
- their academic qualifications.

Any professional experience can be considered as an asset. Additional criteria may be included in the traineeship notice.

6. The Human Resources Section shall check all applications for their admissibility. The eligible applications shall be passed on to the Selection Committee.

7. The Selection Committee shall give points to the applications in accordance with the criteria listed above.

8. Following this assessment, the Selection Committee may decide to organise remote tests or interviews/phone calls with the highest ranking applicants. For each position, the Selection Committee will establish a shortlist of candidates to be proposed to the Director. The candidates may be ranked in order of merit or in alphabetical order.

9. The Director shall make the final selection of applicants on the basis of the proposal submitted by the Selection Committee. Consideration will also be given to maintaining an appropriate gender balance and geographical distribution of the trainees. The Director reserves the right to proceed with a further assessment or interviews before taking a decision on the successful applicants. The Director may delegate such further assessment to the Heads of Department or to the relevant line managers.

10. Successful applicants are informed about the outcome of the selection procedure and about the dates of the traineeship period pursuant to the indications given in the traineeship notice. The selection proceedings of trainees are confidential. Successful candidates will also receive a traineeship contract and a letter specifying the name of their coach. The documents to be provided by the applicants upon signing a traineeship contract are as follows:

- a criminal record extract or certificate of good character in the name of the applicant;
- a copy of the applicant's passport or national identity card;
- a medical certificate stating that the applicant is fit for work;
- a statement indicating whether the applicant is gainfully employed and, if so, the amount of his/her earnings;
- a statement indicating whether the trainee is in receipt of a grant or other subsistence allowance from another source, and the amount of any such grants or allowances.

Article 7

Rights and duties of the trainees

1. Trainees shall be required to comply with instructions given by their coach and/or by the Head of the entity to which they are assigned. They must also comply with the rules governing the traineeship programme and the internal rules governing the functioning of the Centre, in particular concerning human resources, security and confidentiality. Trainees must take part in all activities organised for them, respecting the timetables and programmes laid down. Trainees must exercise their duties and behave with integrity, courtesy and consideration.

2. During their traineeship, trainees must consult their coach, or, if unavailable, the line manager or the hierarchical superior, on any action they propose to take on their own initiative relating to the Centre's activities. Trainees must exercise the greatest discretion regarding facts and information that come to their knowledge during the course of their traineeship. They shall refrain, in any manner whatsoever, from any unauthorised disclosure of documents or information received in the line of duty, unless that information has already been made public or is accessible to the public. The Centre reserves its legal right to terminate the traineeship and to seek legal action against any person who does not respect this obligation. Trainees will continue to be bound by this obligation after the end of their traineeship.

3. Any conflict of interest must be resolved prior to the start of the traineeship. Upon leaving and for a period equivalent to the length of their traineeship, trainees are requested to inform the Centre of any occupational activity, paid or unpaid, they engage in. The Centre will communicate any concern to the trainee regarding his/her request. If no response is received from the Centre after 30 calendar days, this can be considered as tacit agreement to the occupational activity stated in the request.

4. Trainees must not have any professional connections with third parties which might be incompatible with their traineeship (i.e. they must not work for translation companies, lobbyists, legal attachés, etc.). They are not permitted to exercise any other gainful or non-gainful employment during the period of the traineeship. If a conflict of interest should arise during their assignment, trainees should immediately report this to their coach, to the HR Section and to their line manager in writing.

5. Trainees must respect the same rules for communication and contacts with the press as other staff at the Centre and follow the instructions provided. The Centre reserves the right to terminate the traineeship and to seek legal action against any person who does not respect this obligation. Trainees must not, either alone or with others, publish or cause to be published any matter dealing with the work of the Centre without the prior written permission of the Director. Such permission shall be subject to the conditions in force for all the Centre's staff. All rights, for any articles or other work done for the Centre, shall be the property of the Centre. Trainees shall remain bound by these obligations after the traineeship has ended.

6. At the end of their traineeship, trainees must submit to their coach a report on their activities during the training period, who shall forward it to the HR Section, together with an appraisal report. The HR Section may add comments or elements to the submitted reports. Trainees must carefully record their activities and their daily working hours from the first day up to the final day of service. At the end of the traineeship, trainees have to follow the same procedure as foreseen for any staff leaving the Centre, including the drafting of the handover and the transfer to the Centre of any equipment or documents entrusted to them. If the traineeship is extended, the trainee shall be required to provide an additional report.

7. The duties of trainee translators shall be equivalent to those assigned to staff working in the field of translation, e.g. translation from at least two EU languages into their mother tongue. Their translations shall be revised by experienced translators.

8. The duties of other trainees shall be equivalent to those assigned to junior staff, e.g. research on a particular topic, management and evaluation of projects and programmes, etc.

Article 8

Absences

1. Trainees shall work the same number of hours as that foreseen for the staff and are entitled to 2 days of leave per month. This entitlement is acquired on a pro rata basis in relation to the number of months worked. Days of leave not taken are not paid in lieu. Trainees are not permitted to take special leave. In duly documented cases, the Director may approve a leave request for exam days or interviews/written tests (a maximum of 3 days per traineeship) and for serious family situations (a maximum of 3 days per traineeship). The supporting documents will be assessed by the HR Section.
2. Trainees shall not telework – unless they are instructed to do so in cases of force majeure – nor apply for flexitime recuperation or swap Centre holidays with working days. The coach and relevant line managers shall ensure that the above rules are respected.
3. In case of sickness, trainees must notify the line manager, the coach and the HR Section immediately. If trainees are absent more than 3 calendar days, they must produce a medical certificate indicating the expected duration of the absence, which must be forwarded to the HR Section. A trainee who is absent because of illness may be required to undergo medical checks.
4. When trainees are absent without justification or without notifying their coach, the line manager or the HR Section, the Director may decide to immediately terminate the traineeship without further notice. Any overpayment of the grant shall be reimbursed to the Centre. The trainee shall also not be entitled to receive the travel allowance.

Article 9

Maternity leave

1. A trainee who is pregnant shall be granted maternity leave for a maximum duration of 12 weeks, during which period she shall receive the grant as set out in these rules. Maternity leave shall start no earlier than 6 weeks before the due date, as evidenced in the medical certificate to be provided to the HR Section, and end no earlier than 6 weeks after the actual date of childbirth.
2. For health and safety reasons, a trainee who is pregnant must inform the HR Section at the latest 15 weeks before the due date. Maternity leave cannot be extended beyond the duration of the traineeship.

Article 10

Grants

1. Trainees shall be entitled to a monthly grant amounting to 25% of the basic monthly salary of a temporary agent in grade AD5, step 4.
2. The grant is calculated at the beginning of each year and it is applicable to the trainees at the starting date of the traineeship, thus excluding any later annual grant adjustment.

Trainees who continue to be paid by their employer/university or to be in a receipt of a grant from another source or another subsistence allowance shall only be entitled to a financial contribution from the Centre if the sum they receive is less than the amount of the traineeship grant. In that case, they shall receive the difference. If the trainee terminates his/her contract early, he/she will be required to reimburse any part of the grant which he/she may have received relating to the period after the termination date.

3. Upon presentation of the proper justification, disabled trainees may receive a supplement to their grant equal to a maximum of 50% of the amount of the grant. The HR Section may request a medical opinion if necessary.

Article 11

Travel expenses at the beginning and end of the traineeship programme

1. No contribution to travel expenses shall be granted where the distance between the place of recruitment and the premises of the Centre is less than or equal to 200 km. Trainees who receive a grant and whose place of recruitment at the beginning of the traineeship is more than 200 km from the premises of the Centre are entitled to a flat-rate contribution for the travel expenses incurred at the beginning and end of the training period as determined in the rules of the Centre for candidates invited to test(s) or interview. The address used by the trainee at the moment of the application shall be considered to be the place of recruitment. The trainee is responsible for informing the HR Section immediately of any change of address. Unless specific provision is made to the contrary, where the place of recruitment is outside the European territory of a Member State, travel expenses shall be reimbursed only from the point in the European territory of a Member State which is nearest to the place of recruitment.
2. The trainee must complete a minimum of 3 months of the training period to qualify for the travel allowance.

Article 12

Tax arrangements

Traineeship grants awarded to trainees are not subject to the tax regulations applying to officials and other servants of the European Union. Trainees have sole responsibility for complying with the tax regulations of their home state or any other state, which may apply to grants they receive from the Centre.

Article 13

Health and accident insurance

1. Health insurance is mandatory. The Centre shall offer trainees with insurance against health and accident risks in accordance with the insurance policy taken out to that end by the Centre with an insurance company. Under no circumstances shall the Centre be responsible for medical coverage of the trainee's spouse or family.

2. Trainees can decide not to be covered by the insurance policy offered by the Centre. In this case, they must be covered by a policy which is equivalent to the insurance policy offered by the Centre and provide a copy of such policy to the Centre before the start of the traineeship. Under no circumstances shall the Centre be responsible for medical or accident coverage under such policy.

Article 14

Interruption and termination of traineeship

1. If a trainee wishes to terminate his/her traineeship earlier than the date specified in the contract, a written request must be submitted by the trainee to the Director for approval. The request should state the relevant reasons and must be submitted at least 4 weeks prior to the new termination date. The trainee must submit the request via his/her coach and line manager. Trainees may only terminate their contract on the first and sixteenth day of each month. Where appropriate, the corresponding part of the grant must be reimbursed to the Centre.
2. The Director of the Centre may agree to suspend the traineeship for a specified period in receipt of a written request by the individual concerned and after obtaining the opinion of the trainee's coach. In this case, payment of the grant shall be frozen and the trainee shall have no entitlement to the reimbursement of travel expenses. The traineeship may only be resumed during the relevant traineeship period, and for the length of time still remaining, as defined in the contract between the trainee and the Centre.
3. The traineeship shall end when the period for which it was awarded expires. If the conduct of the trainee does not prove satisfactory, the Director, in response to a reasonable request by the coach and with the approval of the relevant line manager, and after hearing the trainee, may at any moment decide to terminate the traineeship. The Director, following a justified request by the coach and with the approval of the relevant line manager, reserves the right to terminate the traineeship if the trainee's professional performance or knowledge of working language is insufficient for the proper execution of his/her duties.
4. The Director reserves the right to terminate the traineeship at any moment if it becomes apparent that the trainee knowingly made wrongful declarations, or provided false statements or documents during the application or traineeship period.

Article 15

Disputes

1. Any trainee or applicant wishing to challenge a decision taken pursuant to this Administrative Decision shall provide a corresponding submission with grounds to the Director. The Director shall provide a reasoned reply to the trainee within 3 months.
2. Decisions taken pursuant to this Administrative Decision may also be challenged before the General Court of the European Union in accordance with Article 263 of the Treaty on the Functioning of the European Union (TFEU). A submission pursuant to paragraph 1 of this Article shall not have the effect of suspending the deadline for the institution of court proceedings in accordance with Article 263 TFEU.

Article 16

Data protection

The Centre shall process any personal data needed for the implementation of this Administrative Decision in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39). This applies in particular to the confidentiality and security of such data.

Article 17

Final Provisions

The Human Resources Section is responsible for implementing these provisions.

Administrative Decision 1/2010 is hereby repealed.

Article 18

Entry into force

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

Ildikó Horváth
electronically signed

**Note
for the attention of the Director**

Request for a trainee in the following entity⁵:

Justification of the request:

Tasks entrusted to the trainee:

Details concerning the supervision and coaching of the trainee:

Signature of the coach:

Electronically signed

Signature of the Head of Department:

Electronically signed

⁵ e.g. Department, Section, Office, Group.

ARES Workflow details

- From: Head of entity concerned
- To: Director
- CC: ve_cdt.rh.recrutement; coach of the trainee
- Title: Trainee request for [*YEAR – entity – name of proposed profile*]

STEP	Actor	Action
RED	entity requesting a trainee	Upload the Trainee Request Form and the note for the attention of the Director
SIGN	coach	Please sign for agreement or decline
SIGN	Head of Department	Please sign or decline
VISA	ve_cdt.rh.recrutement	Please provide your opinion on the relevance of the tasks, capacity of the unit to accommodate a trainee, etc.
VISA	Head of HR Section	Please provide an opinion on budgetary availability and provide VISA or decline.
VISA	Head of Administration	Please provide VISA or decline.
SIGN	Director	Please approve or decline
EXP	ve_cdt.rh.recrutement	Register, file and follow up