

Helsinki, 26 Feb 2015

## **Rules governing the traineeship scheme of the European Chemicals Agency**

**(Decision by the Executive Director)**

<p><b>Owner: Shay O'Malley</b> <b>Activity/ Process:</b> <b>Validity: Indefinite</b> <b>Revision: 31/12/2017</b> <b>Classification: Public</b></p>	<p><b>Distribution:</b> <b>Executive Director</b> <b>Quality Manager</b> <b>ECHA website</b> <b>ECHANet (this applies for all internal decisions)</b></p>
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**AS THE EXECUTIVE DIRECTOR OF THE EUROPEAN CHEMICALS AGENCY**

**I HAVE DECIDED THE FOLLOWING:**

**1. Adoption of rules**

The attached Rules governing the traineeship scheme of the European Chemicals Agency are adopted.

**2. Entry into force**

This decision shall apply as from the date of signature.

Done at Helsinki, 26 Feb 2015

[signed original available at the Executive Office]

Geert Dancet  
Executive Director

## Rules governing the traineeship scheme of the European Chemicals Agency

### Article 1 – Objectives

1. These rules shall govern the traineeship scheme of the European Chemicals Agency ('ECHA' or 'the Agency'). This scheme principally targets university graduates who are aiming at or starting out in a career in public or private sector organisations subject to European Union (EU) legislation related to chemicals or involved in its implementation in the stakeholder community. ECHA will also host a small number of trainees in its ICT, administrative and executive support services.

2. The objectives of the ECHA traineeship scheme are:

- To promote awareness, knowledge, expertise and understanding on EU legislation related to Chemicals and ECHA's role in its implementation among the stakeholder community by providing people who are aiming for or engaged in a career in fields related to such legislation with hands-on experience of the work of ECHA.
- To facilitate the entry into professional life and promote the professional development of suitably qualified people who are aiming for or engaged in a career in fields related to EU legislation on chemicals.
- To allow the beneficiaries to complete a concrete project (research or other project of interest of ECHA) subject to prior consultation with and approval by the ECHA Science Board.

3. Through its traineeship scheme, ECHA:

- Benefits from the input of motivated graduates and professionals, who can give a fresh point of view and up-to-date academic knowledge, which will enhance the everyday work of ECHA.
- Facilitates the implementation of EU legislation related to chemicals by enhancing the knowledge base of the stakeholder community.
- Creates a pool of people with first-hand experience of ECHA and its working methods, which will be better prepared to facilitate collaboration between ECHA and the stakeholder community in the future.

## Article 2 – Eligibility

1. Trainees shall be selected from nationals of the Member States of the European Union, the European Economic Area (EEA) and of candidate countries benefiting from a pre-accession strategy, according to the availability of budgetary resources and the Agency's capacity to host them. A limited number of nationals of non-Member States may also be accepted subject to availability of resources.

2. The following groups of people may apply to become a trainee at ECHA:

- a) public or private sector employees engaged in graduate-level work in fields relevant to ECHA's remit;
- b) recent university graduates and holders of a technical or professional qualification of an equivalent level in fields relevant to ECHA;
- c) students at the final stage of their post-secondary level studies in fields relevant to ECHA's remit requiring traineeship as part of compulsory course at a university or equivalent institution;
- d) pupils in their secondary cycle of education requiring work placement as a compulsory part of their curriculum.

3. Trainees shall have the linguistic competence necessary to participate fully in the work of ECHA. As the predominant language of internal communication in ECHA is English, applicants shall have good working knowledge of this language<sup>1</sup>.

4. Applicants shall be selected on the basis of their qualifications, specific knowledge and skills and, if applicable, their professional experience, with due regard to an appropriate balance of nationalities and genders.

5. In order to enable as many European citizens as possible to familiarise themselves with the European bodies, traineeships will not be offered to applicants who have already received more than eight (8) weeks of any kind of in-service training within a European institution or body or who have ever been employed by European institution or body in any capacity, or who have worked for European institution or body as an interim staff member, researcher or intra-muros expert for more than eight (8) weeks.

## Article 3 – Status

1. Admission to a traineeship shall not confer on trainees the status of an official or employee of ECHA, or any rights under the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Communities ('SR/CEOS').

2. ECHA recruits its statutory staff<sup>2</sup> via the selection procedures defined in the Agency's implementing rules of the Staff Regulations, according to the category of staff in question. Admission to a traineeship shall not entail any right or priority with regard to recruitment by ECHA.

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<sup>1</sup> "Independent user B2" as minimum level in English accordingly to the Common European Framework of Reference for Languages.

<sup>2</sup> Statutory staff entails Temporary and Contract Agents employed by ECHA, as defined in Articles 2 and 3 CEOS.

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#### **Article 4 – Organisation**

1. The number of trainees for each calendar year shall be determined by the requests units have made during the month of September of the previous year, subject to availability of funds and the capacity of the Agency to accommodate and supervise them. No unit should request for more than one (1) trainee in groups referred in Art. 2(2)(a) and in 2(2)(b) per year, unless exceptionally justified.
2. Supervisors shall be nominated by the relevant Heads of Units to supervise and mentor the trainees and guide them in their daily tasks. Only statutory staff members of ECHA may be nominated as supervisors.
3. Trainees shall participate in the work of the service to which they are assigned according to their capacities and under guidance of their supervisors. They may attend meetings on subjects of interest to them, receive documentation and have access to data, subject to compliance with ECHA's rules on confidentiality. Trainees may under no circumstances adopt responsibility on matters implying legal or financial impact on behalf of ECHA.
4. ECHA establishes a Traineeships Office which is the single contact point for the trainees whom they can contact on issues relating to their traineeship.

#### **Article 5 - Duration of traineeships**

1. Traineeships referred to in Article 2(2)(a) and in 2(2)(b) shall commence on 1<sup>st</sup> of March or on 1<sup>st</sup> of September of each year, unless exceptionally justified.
2. Traineeships referred to in Article 2(2)(a) and in 2(2)(b) shall last a minimum of three (3) months and a maximum of six (6) months. The duration of the traineeship will depend on the nature and duration of the tasks to which the trainee is assigned.
3. An exception to Article 5(2) are the traineeships which are linked to projects approved by the ECHA Science Board, which may last the maximum of 12 months. The duration of the traineeship will depend on the nature and duration of the project to which the trainee is assigned.
4. Traineeships referred to in Article 2(2)(c) and in 2(2)(d) shall last a minimum of one (1) week and a maximum of six (6) months. The duration of the traineeship will depend on the nature and duration of the tasks to which the trainee is assigned.
5. The traineeship finishes automatically at the end of the given period. Traineeships shall not be repeated or extended beyond the maximum length or beyond the end of the traineeship period.

#### **Article 6 – Expressions of Interest**

1. ECHA shall establish its own selection and admission criteria for trainees pursuant Article 2(2)a and 2(2)b depending on the kind of traineeships available. Calls for expressions of interest for traineeships will be published on the ECHA website and may be further advertised by any appropriate means. Prospective trainees may express their interest at any time according to the procedure set out in the call. Expressions of interest shall be valid for 6 (six) months. Prospective trainees who are not selected for a traineeship during this period may renew their expression of interest. Candidates should inform ECHA of any change in their situation that might occur at any stage of the application process.

2. Pupils and students undertaking secondary and post-secondary education shall express their interest for traineeships by contacting the Traineeships Office directly. As ECHA is the main stakeholder of the European Schooling Helsinki (EHS), expressions of interest for a traineeship at ECHA as obligatory part of the school curriculum pursuant to Article 2(2)(d) submitted by EHS pupils will be treated with priority over other expressions under the same provision.

### **Article 7 - Selection procedure**

1. When tasks have been identified and defined by the hosting unit as being suitable for a trainee, the Agency will select candidates from among those whose expression of interest is valid on the basis of their suitability in relation to the nature and type of tasks to be accomplished.

2. Candidates may be required to undergo a telephone or face-to-face interview and to provide further information to substantiate information given in their expression of interest.

3. The Executive Director shall make the final decision on the basis of a proposal submitted by the Agency service hosting the trainee. The proposal shall specify the tasks to which the trainee will be assigned and the starting date and duration of the traineeship. It shall also identify the supervisor who will be responsible for supervising and supporting the trainee during the traineeship. The accepted proposal will form an integral part of the traineeship contract.

4. Successful candidates shall be informed by an offer letter by e-mail stating the starting date and duration of the traineeship period as well as copy of these rules and the mentioned proposal.

### **Article 8 – The traineeship contract**

1. When entering ECHA on first day the trainees shall sign the traineeship contract stating rights and obligations both of the Agency and the trainee.

2. Before concluding the traineeship contract, trainees shall provide original documents of their identity, education, sickness insurance and a certificate of good conduct (not older than six (6) months). Trainees shall also make declarations of confidentiality as well as declare their income (if applicable). Trainees engaged under Art. 2(2)(a) may be required to fill out a declaration of interest.

### **Article 9 - Rights and obligations of trainees**

1. Trainees shall be required to follow the instructions given by their supervisors and by their superiors in the service to which they are assigned. They shall also comply with these present rules governing the traineeship scheme of ECHA and the internal rules governing the functioning of ECHA, in particular the rules concerning working conditions, security, safety, good administrative behaviour and confidentiality. These rules shall be made available to the trainees.

2. Trainees shall complete all work assigned to them and take part in all activities organised for them, respecting the established deadlines and timetables.

3. During their traineeships, trainees shall consult their supervisors, the management of the service to which they are assigned or the Human Resources Unit on any action they propose to take on their own initiative relating to ECHA's activities.

4. Trainees shall exercise their obligations and behave with integrity and courtesy in accordance with ECHA's Code of good administrative behaviour. Trainees shall also exercise the greatest discretion regarding facts and information that come to their knowledge during the course of their training. They shall not, in any manner whatsoever, disclose to any unauthorised person any document or information not already made public. They shall continue to be bound by this obligation after the end of their training. ECHA reserves the right to terminate the traineeship and to take legal action against any person who does not respect this obligation.

5. Trainees shall not perform during the traineeship any professional activity for third parties which might be incompatible with carrying out their tasks during their traineeship at ECHA (i.e. shall not work simultaneously for private companies, stakeholder organisations, chemicals legislation oriented consultancies, law firms, etc.), and they shall not exercise any gainful employment during the period of the traineeship which may adversely affect the work assigned during the traineeship. If a trainee is engaged under Article 2(2)(a) as a private sector employee trainee, he/she shall be on unpaid leave or on secondment without pay. The tasks assigned to private sector employee trainees shall be such that he/she cannot be placed in a position of conflict of interest. In accordance with ECHA's policy on the prevention of conflicts of interest, if at any time in the course of his/her duties a trainee becomes aware of any potential or likely conflict of interest, he/she must immediately inform his/her immediate supervisor who will determine any appropriate action.

For any outside activity during the traineeship that is of occupational character or goes otherwise beyond what can be reasonably considered a leisure activity, the trainee shall ask permission from the Traineeship Office.

6. Trainees shall respect the same rules for contacts with the public in general and especially the press as other ECHA staff and follow the guidelines provided. Trainees shall not, either alone or with others, publish or cause to be published any matter dealing with the work of ECHA without the written permission of the Agency. Such permission is subject to the conditions in force for all ECHA staff. All rights, for any work produced in the context of the traineeship are the property of ECHA.

7. Trainees may participate in learning and development activities organised by ECHA:

- if there are places available on activities organised for the statutory staff,
- which do not affect the budget for such activities,
- which are in line with the overall objectives of the traineeship scheme and
- which are relevant for the tasks to which they have been assigned.

8. At the end of their traineeship, trainees shall submit to their supervisor an account of their activities during the training period. The supervisor shall forward this report to the Traineeship Office together with his/her own report on the trainees. In the light of these reports, trainees shall receive a certificate specifying the length of the traineeship and the service to which they were attached.

10. ECHA reserves the right to terminate the traineeship at any time and to take legal action against any person who does not respect these obligations.

**Article 10 – Absences**

1. Trainees shall keep the same hours of work and have the same official public holidays as ECHA staff. They shall benefit from flexitime arrangements on the same conditions as staff members.
2. Where the duration of the traineeship is three (3) months or more, trainees shall be entitled to two (2) days leave per month. This entitlement is acquired pro rata of the months worked counted from the first day of the month. Days of leave not taken are not paid in lieu.
3. In the event of sickness, trainees shall notify their supervisor and unit secretary of the service to which they are assigned immediately; if the absence is more than three (3) days they shall produce a medical certificate, indicating the probable length of absence. Unit secretary shall inform the Traineeship Office accordingly.
4. If trainees are absent without justification or without notifying their supervisor and unit secretary, the Traineeship Office shall instruct the trainee by e-mail to report to the service to which they are assigned within a week of the reception of the e-mail notification. The trainee shall provide adequate justification for his/her unauthorised absence. The days of unjustified absence will be automatically deducted from the trainee's leave entitlement as set in the second paragraph. If this is not possible, a corresponding deduction shall be made to the possible traineeship grant on pro rata basis.

The Executive Director may decide, following examination of the justification given, or if no justification is received after the deadline set in the first sentence of this paragraph, to immediately terminate the traineeship without further notice. In this case, ECHA shall not make contribution towards the return travel.

**Article 11 – Grants**

1. Trainees referred to in Article 2(2)(a) and in 2(2)(b) may be awarded a maintenance grant to cover the costs incurred during the traineeship. The number of grants awarded depends on the funds available. The amount of the grant shall be equal to 25% of the basic salary of a temporary agent of grade 5 step 1.
2. Trainees receiving a grant from another source or any other maintenance allowance shall not be entitled to a maintenance grant from the ECHA unless the amount they receive is less than the maintenance grant indicated above, in which case they receive an amount that will bring their income up to the level of the maintenance grant. Before the start of the traineeship under Article 2(2)(a), trainees on unpaid leave or on secondment without pay will be required to provide a declaration of expenses and allowances signed by their employer.
3. Upon presentation of proper justification, disabled trainees may receive a supplement to their grant equal to a maximum of 50% of the amount of the grant. ECHA may consult the medical advisor of the Agency if necessary.



## **Article 12 - Travel expenses at the beginning and end of the traineeships**

1. Trainees who receive a grant pursuant to Article 11 and whose place of residence, as stated in the traineeship contract, has the geographical distance of more than 200 km from the Agency are entitled to a contribution towards the travel expenses incurred at the beginning and end of the traineeships in making the journey from, and back to, their place of residence as contained in their traineeship contract.

2. This contribution will be paid by means of a flat-rate payment corresponding to the geographical distance between the trainee's place of residence and ECHA, according to the rules applicable to staff taking up employment in the Agency (Staff Regulations, Annex VII, Article 7, paragraph 2).

If the trainee who receives a grant has their place of residence outside territories of the Member States of the European Union, the European Economic Area (EEA) or of candidate countries benefiting from a pre-accession strategy, the allowance shall be calculated based on the geographical distance between Helsinki and Brussels.

Requests for the contribution to travel costs back to the trainee's place of residence shall be submitted to the Traineeship Office within one month after the final day of the traineeship.

3. By way of derogation from paragraph 1, a trainee who will leave ECHA to a place other than his place of residence at the end of the traineeship shall be entitled to a flat-rate payment for the travel expenses to that new place under the conditions laid down in paragraph 2. However, this flat-rate payment may not be higher than the amount that would have been paid had the trainee returned to his place of residence. In the latter case, the trainee shall receive the flat-rate amount corresponding to his place of residence.

4. ECHA reserves the right to ask for supporting documents at any time.

5. Any deviation from these requires prior agreement from the Traineeship Office.

## **Article 13 - Individual missions**

1. In exceptional cases only, the Executive Director may, on a request from the Head of Unit concerned stating the grounds, grant authorisation for a trainee to be sent on mission.

2. This authorisation entitles trainees to reimbursement of mission expenses and *per diem* in accordance with relevant provisions of the Staff Regulations.

## **Article 14 - Tax arrangements**

Maintenance grants awarded to trainees shall not be subject to the special tax regulations applying to officials and other servants of the European Union. Trainees are solely responsible for the payment of any taxes due on maintenance grants they receive from ECHA by virtue of the laws in force in the State in which they are liable to pay income tax. On request, ECHA shall provide information to the competent national authorities on grant payments to trainees.

## **Article 15 - Sickness and accident insurance**

1. Trainees do not benefit from sickness insurance cover under the Staff Regulations. Before the start of their traineeship they shall provide evidence that they are covered in the event of illness or accident by a national social security scheme or a private insurance policy and that the said scheme or policy will cover medical expenses incurred in Finland.
2. During the traineeship and individual missions, trainees shall be insured against the risk of accident on the same terms as persons in ECHA who are not covered by the Staff Regulations.

#### **Article 16 - Interruption and termination of training and sanctions**

1. At the written request of the trainee, the Head of the Human Resources Unit may, after consulting the supervisor, authorise an interruption of the traineeship for a given period. The maintenance 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 only up to the end of the training period.
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 Unit. This request shall be submitted at least three (3) weeks in advance of the new termination date foreseen, via his/her supervisor and the Traineeships Office at the Human Resources Unit. 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 at the 16th of that month, the trainee shall reimburse the equivalent part of the grant to the Agency.
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.
4. 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 and approved by the Human Resources Unit.
5. 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.