



EDPS - European Data Protection Supervisor

CEPD - Contrôleur européen de la protection des données

Decision of the European Data Protection Supervisor (EDPS)

of 27 May 2005

concerning the provisions relating to the traineeships programme

The European Data Protection Supervisor,

Having regard to the Treaty establishing the European Community,

Whereas:

(1) The setting up of a traineeships programme can contribute to the accomplishment of its mission as laid down in Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data.

(2) The aim of the EDPS is to attract highly qualified candidates and to treat them in a professional manner, so that the two parties can profit from the experience offered by the programme.

(3) There needs to be a clear set of management rules enabling the traineeships programme to be run in a professional manner, taking account of the resources invested and the need to optimise their use,

HAS DECIDED AS FOLLOWS:

Article 1

The EDPS shall adopt the provisions in Annex I relating to the traineeships programme within the EDPS.

Article 2

Those provisions shall enter into force on the day of their adoption.

Done at Brussels, 27 May 2005

*The Supervisor
Peter Hustinx*



ANNEX I

Provisions relating to the traineeships programme of the European Data Protection Supervisor (EDPS)

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Provisions relating to the traineeships programme of the European Data Protection Supervisor (EDPS)

1. General provisions

1.1. Introduction

These provisions apply to the traineeships programme organised by the EDPS, subject to the availability of resources.

The programme is addressed primarily to young university graduates.

1.2. Aims of the traineeship

The aims of a traineeship in the EDPS are:

- to enable trainees to acquire practical experience and knowledge of the day-to-day activities of the EDPS;
- to offer *recent university graduates* the opportunity to put into practice the knowledge acquired during their studies, in particular in their specific areas of competence; to introduce them to working life and its constraints, duties and opportunities;
- to provide *recent university graduates* with a unique and firsthand experience of the workings of the European Union in general;
- to offer the opportunity to work in a multicultural, multilingual and multiethnic environment, contributing to the development of mutual understanding, trust and tolerance in order to create awareness of true European citizenship.

The EDPS, through its traineeships programme, benefits from the input of young graduates who:

- can give a fresh point of view and up-to-date knowledge, which will enhance the everyday work of the EDPS;
- have first-hand experience of and training in EDPS procedures;
- can be long-term "goodwill ambassadors" for European ideas and values both within the European Union and outside.

1.3. Types of traineeships

The EDPS offers remunerated traineeships lasting five months and shorter non remunerated traineeships.

Provisions relating to remunerated traineeships are set out in Article 2 to Article 8 of this Decision.

Provisions specific to non remunerated traineeships are set out in Article 9.

2. Duration and start of training periods

The traineeship lasts for five months. There are two training periods per year, starting on 1 March or 1 October.

Training periods may not be repeated or extended beyond the maximum period of five months.

3. General admission criteria

3.1. Nationality

Trainees are selected from nationals of the Member States of the European Union.

3.2. Qualifications

To be admitted to a traineeship with the EDPS, candidates must have completed the first cycle of a higher education course (three years of university education) and obtained a full degree or its equivalent by the closing date for applications.¹

3.3. Language skills

In order for trainees to fully profit from their traineeship and to be able to follow meetings and perform adequately, candidates must have a very good knowledge of at least two Community languages, of which one must be English or French.

3.4. Prior employment

The EDPS wishes to offer as many people as possible the opportunity of in-service training. Therefore applications will not be accepted from candidates who, for more than six weeks:

– have already benefited or benefit from any kind of in-service training (formal or informal, remunerated or non remunerated) within a European institution or body;

or

– have had or have any kind of employment within a European institution or body.

Candidates must inform the Head of Personnel, Budget and Administration Unit (hereinafter referred to as Head of Personnel) of any change in their work situation that might occur at any stage of the application process.

4. Admission and selection procedure

4.1. Submission of applications

¹ For minimum national qualifications required by the legislation in the country where the diploma was obtained, see Annex II to these provisions.

Application must be made in accordance with the procedures established by the Supervisor. The necessary instructions are published on the EDPS website.

To make their application, candidates must submit:

1. an official form, which must be duly filled in and signed;
2. a letter stating the reasons for the application;
3. a curriculum vitae;
4. the names and contact information of two referees.

Applications must be submitted by the deadline stated for each traineeship period on the website. Applications sent after the deadline will be automatically rejected.

It is not necessary at this stage to send certified copies of diplomas.

All candidates will be informed of the outcome of the selection procedure.

4.2. Selection of candidates

Eligible candidates will be selected on the basis of qualifications having regard to a certain geographical and gender distribution.

The selection will be made in three distinct phases:

- 1) first scrutiny of admissibility of applications by the Personnel Unit on the basis of the admission conditions as set out in Article 3 and Article 4.1. of these provisions;
- 2) preselection and drawing-up of a list by the Personnel Unit on the basis of candidates' qualifications and taking account of the interests of the service and the number of places available at the EDPS; the list is thus made available to the EDPS;
- 3) final selection by the EDPS on the basis of the merits and criteria referred to in the preceding point.

The Supervisor's decision is final.

4.3. Rejection of application

If an application is unsuccessful, depending on the reason for rejection, a candidate may reapply for a subsequent training period. However, candidates must submit a fresh application, together with all supporting documents.

4.4. Withdrawal of application

At any stage, applicants may withdraw their application by informing the EDPS Personnel Unit in writing. Their application is then excluded from any further stage of the process. They may reapply for a subsequent training period, but must submit a fresh application, together with all supporting documents.

4.5. Notification of the outcome of the selection

Candidates will be informed of the outcome of the selection by the Personnel Unit in writing.

Only one contract may be offered to a candidate for a given traineeship period. Thus, candidates who refuse the offer of a contract will be excluded from the process. If they wish, they may reapply for a subsequent training period, but must submit a fresh application, together with all supporting documents.

Admission to a traineeship does not make the recipient an official or servant of the EDPS.

4.6. Sending of required supporting documents

(a) Candidates selected will be asked to send the required supporting documents:

1. a certified copy of university diplomas obtained and mentioned in the application;²
2. an attestation from the employer for any professional experience stated in the application;
3. an extract from the applicant's police record or equivalent document under the law of the applicant's country of origin;
4. a legible copy of an internationally recognised passport, or identity card for Schengen area countries, giving the names, forenames, date and place of birth and nationality of the candidate;³
5. a medical certificate.⁴

(b) If the candidate is unable to supply these documents, the offer of a contract is cancelled.

(c) Candidates are responsible for ensuring that they have the correct visa, if necessary, and that all the formalities required by the Belgian authorities are completed.

4.7. Keeping of files

The handling of personal data by the EDPS is governed by Regulation (EC) No 45/2001. Data of a personal nature contained in the application file and in the attached supporting documents will be collected by the EDPS for the sole purpose of selecting trainees and so that its departments can organise their possible traineeships. Such data may be sent to other Community institutions for administrative purposes to the extent that this is necessary for that purpose. Personal data concerning candidates who are not engaged will be destroyed within a period of two months from the end of the selection process. Personal data concerning candidates engaged will be kept by EDPS until the end of a period of two years from the end of the person concerned's traineeship. All candidates have a right of access to personal data concerning them kept by EDPS, and a right to correct those data, along with all other rights under the abovementioned Regulation.

² Candidates who have finished their university course but have not yet received their official diploma must submit an official attestation from the university certifying successful completion of the tests leading to the diploma in question.

³ The spelling of the name and forename and the nationality must be the same as those stated on the application form.

⁴ A standard form will be sent by the EDPS.

5. The Trainee Adviser

A trainee adviser will be appointed by the EDPS for each trainee. The trainees will be under the responsibility of the adviser. Each adviser may only be responsible for one trainee per training period.

In cooperation with the Personnel Unit, the adviser will:

1. draw up a traineeship plan;
2. supervise the trainees' work throughout the traineeship;
3. help the trainee with any administrative matters (missions, leave, etc);
4. draw up an evaluation of the traineeship on the form adopted for this purpose, stating the actual length of the training period.

The adviser must also inform the Personnel Unit of any significant event occurring during the traineeship (in particular professional incompetence, absences, illness, accidents, inappropriate behaviour or an interruption of the traineeship) which he or she has noted or been informed of by the trainee.

6. Financial arrangements

6.1. Basic grant

Trainees will be awarded a monthly grant. The amount of the grant will be decided every year by the Supervisor and will be dependent on budgetary constraints.

The amount of the basic grant will be published annually on the website.

If the trainee terminates the traineeship early, the payment of the grant is made pro rata according to the number of days worked. Consequently, he or she will be required to repay that part of the grant which he or she may have received relating to the period after the termination date.

6.2. Disability allowance

Upon presentation of the appropriate supporting documents, disabled trainees may receive a supplement to their grant equal to a maximum of 50% of the amount of the grant. The Supervisor may consult the medical service of the European Commission if necessary.

This additional payment is designed to help those trainees to cover certain additional expenses, such as transport, the cost of special accommodation etc, which their disability may make necessary.

6.3. Travel allowances at the beginning and end of the traineeship

Recruited trainees may receive a travel allowance, subject to budget availability.

The EDPS will establish the method of calculation of this travel allowance. The modalities and the procedure to be followed to obtain the allowance will be published on the website.

The trainee must complete a minimum of three 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.
Travel allowances are paid at the end of the training period.

6.4. Missions and visits

(a) Individual missions

In exceptional cases only, the EDPS may grant authorisation for a trainee to be sent on mission, on the condition that the mission is of a technical nature and not of a representative one.
For the reimbursement of these mission expenses, the general arrangements provided for in the Staff Regulations for officials of the European Communities will apply.

(b) Visits to other institutions

Visits to other institutions may be organised subject to budget availability. The costs of participation in such visits will be covered by the EDPS.

The EDPS may require the repayment of costs incurred for the organisation of such activities from trainees who are absent without valid justification.

6.5. Taxation

Grants awarded to trainees are not subject to the special tax regulations applying to officials and other servants of the European Communities. Trainees are solely responsible for the payment of any taxes due on grants awarded to them by the EDPS by virtue of the laws in force in the State concerned.

6.6. Insurance

(a) Health insurance

Health insurance is compulsory. Where the trainee is not covered by any other health insurance scheme, he/she will be automatically insured by the EDPS. In this case, the contribution of trainees is one third of the premium, which is deducted from their grant.

Where a trainee has other health insurance, proof of this must be presented to the EDPS within one week of the start of the traineeship. If this is not done within the deadline, the premium for the insurance scheme will be deducted from the trainee's grant by default and the trainee will be automatically insured.

(b) Accident insurance

All trainees must be insured against the risk of accident and, accordingly, they are automatically insured by the EDPS. The trainees will contribute one-tenth off the premium, with the remainder being paid by the EDPS.

7. Rights and obligations of trainees

7.1. General obligations

Trainees must comply with the following general obligations:

1. Trainees are required to comply with the instructions given by their advisers, by their superiors in the department to which they are assigned and with the EDPS's administrative guidelines. They must also comply with the rules governing the traineeship programme and the internal rules governing the functioning of the EDPS, including the rules concerning security;
2. Trainees must respect the timetable and contribute to the work of the department to which they have been assigned. All rights relating to studies carried out during their traineeship are the property of the EDPS;
3. Trainees are allowed to attend meetings on subjects of interest to their work (unless those meetings are restricted or confidential), receive documentation and participate in the work of the department to which they are attached at a level corresponding to their educational and professional background. Subject to the approval of their adviser and providing it does not conflict with the performance of the tasks assigned to them, they are entitled to attend meetings in a department other than the one to which they have been assigned or in another institution (provided they are allowed access by that institution), unless those meetings are restricted or confidential, with the aim of acquiring an understanding of the objectives and goals of EU policies.

7.2. Interruption

Under exceptional circumstances, and subject to a written request from of the trainee setting out the relevant reasons and with proper justification, the EDPS may authorise an interruption of training for a specific period. The grant is then suspended and the trainee is not entitled to reimbursement of any travel expenses incurred during that period. The trainee may return to complete the remaining part of the training, but only up to the end of the same training period. The interruption does not entitle the trainee to an extension.

7.3. Early termination of contract

If a trainee wishes to terminate his/her traineeship earlier than the date specified in the contract, a written request setting out the relevant reasons must be submitted by the trainee to the Personnel unit for approval at least three weeks in advance. Trainees may only terminate their contracts on the 1st and 16th of the month. Where appropriate, the equivalent part of the grant must be reimbursed to the EDPS.

7.4. Future employment

Admission to a traineeship does not entail any right or priority with regard to future employment by the EDPS.

A person may benefit from only one traineeship with the EDPS.

7.5. Absences

7.5.1. Holidays

During their traineeship, trainees are entitled to the same official public holidays as EDPS personnel.

Trainees are entitled to 2 days leave per month. This entitlement is acquired pro rata to the months worked counted from the first day of the month. No payments will be made for leave not taken. Days of leave taken to participate in competitions, exams or university work, etc. will be deducted from the leave entitlement.

The Personnel unit will ensure that the above rules are respected. Leave requests must take account of the needs of the service. They must first be approved by the adviser and then checked and approved by the Head of Personnel.

7.5.2. Sick leave

In the event of illness, trainees must notify their advisers immediately and, if absent for longer than two days, must produce a medical certificate, indicating the probable length of absence, to be forwarded to the Personnel Unit. A trainee who is absent because of illness may be subject to medical checks in the interests of the service.

7.5.3. Absence without leave

When trainees are absent without justification or without notifying their adviser or the Personnel Unit, they must provide, as soon as possible and within a week at most, valid written justification for the unauthorised absence.

The EDPS may decide, following evaluation of the justification given, or if no justification is received by the deadline, to terminate the traineeship immediately. In this case, any overpayment of the grant must be reimbursed to the EDPS and the trainee will not be entitled to receive the travel allowance.

7.6. Confidentiality

7.6.1. General

Trainees must exercise the greatest discretion in relation to data 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. The EDPS reserves its legal right to terminate the traineeship and to take action against any person who does not respect this obligation. Trainees must not have any professional connections with third parties which might be incompatible with their traineeship (for example they must not work for lobbyists, legal attachés, etc.), and they are not permitted to exercise any other gainful employment during the period of the traineeship that could adversely affect the work assigned to them during the traineeship. If a conflict of interest should arise during their assignment, trainees should immediately report this to their adviser and to the Personnel Unit in writing.

7.6.2. Contacts with the press

Trainees are subject to the same rules for contacts with the press as other EDPS staff and must follow the instructions provided. The EDPS reserves the right to terminate the traineeship and to take action against any person who does not comply with this obligation.

7.6.3. Publications

Trainees must not, either alone or with others, publish or cause to be published any text dealing with the work of the EDPS without the written permission of the relevant departments (the Personnel Unit will provide specific instructions on how to obtain such permission and must be sent

a copy of any publication or article published). Such permission is subject to the conditions applicable to all EDPS staff. All rights for any articles or other work done for the EDPS are the property of the EDPS.

7.6.4. Commitment to confidentiality

In view of the specific nature of the EDPS's activities, which concern the processing of personal data, the principles of confidentiality and independence are particularly important for its staff.

For this reason, trainees, in the same way as all other officials or servants recruited by the EDPS, must formally undertake to observe those values in the performance of their duties by signing a commitment to confidentiality.

7.7. Sanctions and disciplinary measures

7.7.1. Social behaviour and conduct

Trainees must perform their duties and conduct themselves with integrity, courtesy and consideration. If the conduct of the trainee does not prove satisfactory, the EDPS, in response to a reasonable request from the adviser and after interviewing the trainee, may decide at any time to terminate the traineeship.

Trainees who take part in official activities organised for them by the institution must respect the timetables and programmes laid down. The EDPS may require the reimbursement of costs incurred in the organisation of such activities from trainees who absent themselves without valid justification.

During their training, trainees must consult their advisers or, if unavailable, the Head of Personnel on any action they propose to take on their own initiative relating to the activities of the EDPS.

7.7.2. Unsatisfactory performance

On the basis of a justified request from the adviser approved by the Head of Personnel, the EDPS reserves the right to terminate the traineeship if the level of the trainee's professional performance or his/her knowledge of the working language is insufficient for the proper performance of his/her duties.

7.7.3. Erroneous statements

The EDPS reserves the right to terminate the traineeship if at any time it becomes apparent that the trainee knowingly made erroneous statements, or submitted false documents at the time of application or during the traineeship period.

8. Reports and certificates

8.1. Training reports

In order to improve the traineeship programme, trainees will be required to complete the evaluation reports requested by the Personnel Unit at the end of their traineeship. In addition, at the end of the traineeship the advisers must also complete the relevant evaluation report prepared by the Personnel Unit.

8.2. Certificates

At the end of their traineeship, trainees will receive a certificate specifying the dates on which they started and completed their training period and the department to which they were assigned.

9. Provisions on non remunerated traineeships

9.1. Applicable rules

In exceptional cases, non remunerated traineeships may be arranged for university students who are required to complete a traineeship as part of their studies.

The provisions of Section 9 apply only to non remunerated traineeships. Sections 1⁵, 3.1, 3.3, 3.4, 4, 5, 6.4, 7 and 8 of these provisions are applicable to non remunerated trainees by analogy.

9.2. Eligibility

The following will be eligible:

1. university students from the third year of their university studies who are required to complete a traineeship as part of their studies or for access to a profession;

or:

2. students required to carry out research for their thesis or doctorate (PhD).

9.3. Duration and beginning of traineeships

The duration of the traineeship will be agreed with the trainee and will be for a minimum of one and a maximum of four months.

Traineeships may not be renewed or extended beyond the maximum duration of four months.

The date on which the traineeship commences will be agreed with the trainee, taking into account that traineeships do not take place in August.

9.4. Submission of applications

In addition to the documents mentioned in Section 4(1), applicants must also submit an official university certificate confirming:

- the obligation of the applicant to complete a traineeship as part of his/her studies or for access to a profession;
- the requirement to carry out research for a university-level thesis or for a doctorate.

9.5. Insurance

Trainees are fully responsible for their own insurance cover. They must have health and accident insurance.

⁵ For non remunerated traineeships, replace the term " *young university graduates*" by "university students" in Section 1.

10. Final provisions

Any changes to the provisions governing the traineeship programme will be published on the EDPS website, "www.edps.eu.int".

The Personnel Unit is responsible for implementing the traineeship programme.

Annex II. Examples of diplomas for which the level of education corresponds to that required for access to the traineeship programme *

Country	University-level education – at least 3 years
Belgium FR	Actuellement : Licence ou équivalent - A l'avenir: Bachelor
Belgium NL	At present: Licentiaat, Meester, industrieel ingenieur, Gegradueerde In future: Bachelor (According to the Higher Education Act of 4 April 2003)
Ceská Republika	Diplom o ukončení Bakalářského studia
Danmark	Bachelorgrad
Deutschland	Fachhochschulabschluss (6-7 Semester)
Eesti	Bakalaureusekraad (<160 ainepunkti)
España	Diplomado/Ingeniero Técnico
France	Licence
Greece	ΠΤΥΧΙΟ ΑΕΙ / ΠΤΥΧΙΟ ΤΕΙ
Ireland/Eire	Bachelor's degree
Italia	Laurea -L (breve)
Κύπρος/Kibris	Πανεπιστημιακό Δίπλωμα
Latvija	Bakalaura diploms (<160 kredīti)
Lietuva	Bakalauras (<160 kreditas)
Luxembourg	Diplôme d'Ingénieur Technicien
Magyarország	Főiskolai Oklevél
Malta	Bachelor's degree
Nederland	Bachelor
Österreich	Fachhochschuldiplom (6-7 Semester)
Polska	Licencjat – Inżynier
Portugal	Bacharelato
Slovenija	Diploma o Pridobljeni Visoki Strokovni Izobrazbi
Slovenská Republika	Diplom o ukončení Bakalářského štúdia
Suomi/Finland	Kandidaatti / Kandidat examen Ammattikorkeakoulututkinto/Yrkeshögskoleexamen (min. 120 opintoviikkoa / studieveckor)
Sverige	Kandidatexamen (Akademisk examen omfattande minst 120 poäng, varav 60 poäng av fördjupade studier i ett ämne)
United Kingdom	Bachelor's degree / Diploma of Higher Education (DipHE)

*Situation as at 1 August 2004.