



Council of the European Union
General Secretariat

Brussels, 16 December 2022
(OR. en)

DE 57/22

LEGAL ACTS

Subject: **DECISION No 57/22 OF THE SECRETARY-GENERAL OF THE COUNCIL on rules relating to traineeships at the General Secretariat of the Council of the European Union**

DECISION No 57/22
OF THE SECRETARY-GENERAL OF THE COUNCIL OF THE EUROPEAN UNION

on rules relating to traineeships
at the General Secretariat of the Council of the European Union

THE SECRETARY GENERAL OF THE COUNCIL OF THE EUROPEAN UNION,

Having regard to the Council's Rules of Procedure, and in particular Article 23 thereof,

WHEREAS:

- (1) The Council Recommendation of 10 March 2014 on a Quality Framework for Traineeships¹ recommends improving the quality of traineeships with the aim of easing the transition from education, unemployment or inactivity to work.
- (2) The European Year of Youth (2022) – designated as such in Decision (EU) 2021/2316 of the European Parliament and of the Council of 22 December 2021² – aims to renew positive perspectives for young people and to support their personal, social, economic and professional development.
- (3) The Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Union (CEOS) are not applicable to trainees. General EU law provisions as well as internal implementing provisions and policies applied to staff, such as Decision No 23/2021 of the Secretary-General of the Council of the European Union concerning psychological and sexual harassment at work within the General Secretariat of the Council, may apply also to trainees *mutatis mutandis*, if provision to that effect is made in those texts. This Decision or the traineeship agreement could further extend their applicability to trainees.

¹ OJ C 88, 27.3.2014, p. 1.

² Decision (EU) 2021/2316 of the European Parliament and of the Council of 22 December 2021 on a European Year of Youth (2022) (OJ L 462, 28.12.2021, p. 1).

- (4) Aligning rules with those applicable to staff, where appropriate, clarifies the conditions of the traineeship. Extending the ethical principles applicable to officials and other staff members to trainees will contribute to the promotion of an ethical culture in the institutions.
- (5) The new Decision integrates the positive action programme for trainees with a disability into the GSC traineeship offer, following a successful pilot project¹, so as to enable more diversity and inclusion.
- (6) The GSC traineeship offer is streamlined by the discontinuation of the compulsory unpaid traineeship with a few exceptions. The paid traineeship scheme has the advantage of establishing equal conditions, as regards both the fulfilment of trainees' tasks and their financial benefits. Furthermore, it forms clearer expectations during the traineeship period.

The new Decision also allows for better outreach in terms of applications and geographical balance among trainees in certain traineeship schemes. The rules on traineeships are further professionalised and modernised by, inter alia, the introduction of the possibility for trainees to receive additional benefits. Decision No 40/2017 of the Secretary-General relating to traineeships at the General Secretariat of the Council of the European Union (the 'GSC') should therefore be repealed in the light of policy and organisational developments in the GSC.

HAS DECIDED AS FOLLOWS:

¹ Secretary-General Decision No 54/2022 extending the positive action programme for trainees with a disability at the General Secretariat of the Council of the European Union.

Chapter I

General provisions

Article 1

Purpose and scope

This Decision shall apply to all types of traineeship offered by the GSC.

The GSC shall not be a party to any trilateral traineeship agreement proposed by a trainee's educational establishment or any other third party.

Article 2

Traineeship offer in the GSC

1. In order to contribute to EU citizens' education and vocational training and to provide an insight into how the European Council and the Council operate as institutions, the GSC offers the following types of traineeships to all candidates:
 - (a) paid traineeships;
 - (b) unpaid traineeships for students of national, including regional-level, schools of administration of Member States and;
 - (c) unpaid work experience for students in secondary school.

2. A few paid traineeships are reserved exclusively for persons with a disability as per Article 9 of this Decision. These persons are equally eligible for any other type of traineeship set out in paragraph 1.

Article 3
Eligibility

3.1. Nationality

Trainees are selected from among nationals of the Member States of the European Union and nationals of candidate countries which have already signed an accession treaty.

3.2. Qualifications

(a) Diploma

Except as otherwise provided hereinafter, candidates must have completed the first cycle of a higher education course (university education) 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 webpage of the Council's Traineeship Office¹ (hereinafter 'the Website'). These minimum qualifications may be reviewed under Article 12 of this Decision.

Candidates with diplomas obtained outside the EU may also apply for a GSC traineeship.

¹ www.consilium.europa.eu/en/general-secretariat/jobs/traineeships/

Candidates must provide electronic copies of diplomas (or of relevant official certificates) for all university or post-university studies declared in their online application. For ongoing studies, an official declaration from the relevant university must be provided. Candidates whose university or postgraduate diplomas are not issued in an official EU language must provide a translation of those documents into English or French. Upon request, candidates must provide the original diplomas or certified copies thereof.

(b) Languages

To fully benefit from the traineeship and be able to follow meetings and perform satisfactorily, candidates must have a very good knowledge of at least two official EU languages, one of which must be English or French.

Knowledge of the languages declared on the application form, other than the mother tongue, must be demonstrated by the appropriate supporting documents (e.g. diplomas, certificates, proof of having studied in the language in question or a self-declaration).

(c) Prior employment

The GSC wishes to offer the opportunity of a traineeship to as many people as possible. Therefore, applications will not be accepted from candidates who, for more than six weeks:

- have already benefited or are benefiting from any kind of training (formal or informal, paid or unpaid) within an EU institution, body, service, office or agency;
- have had or currently have any kind of employment within an EU institution, body, service, office or agency;

for example, as an assistant to a Member of the European Parliament, a consultant or researcher, a temporary staff member, a contract staff member or an interim staff member of any EU institution, body, service, office or agency.

The EU institutions or bodies referred to in this paragraph are listed on the Website and may be reviewed under Article 12 of this Decision.

Article 4
Admission procedure

4.1. Application

Applications should be made in accordance with the procedures established by the Traineeships Office. All necessary instructions are published on the Website. Spontaneous applications are not accepted. Candidates may apply for different types of traineeship at the same time.

Applications received after the closing date and time shall not be accepted. Candidates must provide all supporting documents as required by the Traineeships Office. No change of information is accepted after the deadline for applications, except in relation to errors made in the personal and contact data provided at the application stage.

4.2. Selection procedure

The Traineeships Office, in coordination with the services of the GSC, shall manage the selection procedure.

The GSC diversity and inclusion policy, which is based on merit without discrimination on any grounds, also applies to trainees. If candidates' qualifications and skills are of an equal level, the Traineeships Office shall seek to ensure, *inter alia*, gender equality and a balanced geographical representation of all EU nationalities and to address cases of under-representation of any other groups in the final selection.

Without prejudice to Article 2.2, the GSC may take further specific positive action, where necessary, with regard to the selection of trainees representing other diversity parameters, such as ethnic diversity.

Candidates must inform the Traineeships Office of any changes that may occur in their situation at any stage of the application and selection process.

4.3. Rejection of applications

If a candidate's application is unsuccessful at any stage of the application process, depending on the reason for rejection, the candidate may re-apply for subsequent traineeship periods by submitting a new application together with all the necessary supporting documents.

4.4. Withdrawal

At any stage of the application process, candidates may withdraw their application by deleting their online application and by informing the Traineeships Office in writing. In that case, they will be excluded from any further stages of the process. They may re-apply for subsequent traineeship periods by submitting a new application together with all the necessary supporting documents.

4.5. Successful candidates

A traineeship agreement shall be signed by the successful candidate accepting the traineeship offer and by the GSC. It shall set out the specific terms of the traineeship.

The outcome of the selection procedure shall not be published. Subject to the specific conditions governing admission for each type of traineeship, each selected candidate must provide all the supporting documents required by the Traineeships Office before the traineeship agreement is signed.

A trainee will be attached to one or more departments of the GSC. Trainees may not be assigned to any department where a conflict of interest could occur.

Candidates can only be offered a single agreement for a given traineeship. Candidates who decline a traineeship offer will be excluded from the ongoing procedure. They may re-apply for a subsequent traineeship period by submitting a new application together with all the necessary supporting documents.

Article 5
Organisation of traineeships

5.1. Tasks

Trainees shall participate in the work of the receiving department at a level corresponding to their educational background and professional experience. Participation of trainees in meetings shall be subject to authorisation by the traineeship adviser and in conformity with GSC rules.

5.2. Traineeship adviser

Each trainee shall be placed under the responsibility of a traineeship adviser appointed by the head of the receiving department. The traineeship adviser shall guide and supervise the trainee throughout the traineeship. The tasks and responsibilities of the traineeship adviser are outlined in the ‘Guide for Traineeship Advisers’.

5.3. Traineeship programme and missions

Subject to budget availability, the traineeship will include a significant amount of learning content, so as to enable trainees to develop personally and professionally by acquiring practical experience and relevant skills.

(a) Visits and study trips

The Traineeships Office may organise visits, workshops, talks, presentations and study trips of interest, subject to the availability of funds.

(b) Missions

In exceptional cases, the Director-General of the receiving department may authorise trainees to go on a mission (travel for work), provided that the mission in question is a technical mission with no representative function. The rules on missions as laid down in the Mission Guide of the GSC shall apply to trainees. Related costs shall be borne by the Directorate-General authorising the mission.

(c) Extraordinary tasks

Trainees may engage in extraordinary tasks agreed upon by the traineeship adviser and the Traineeships Office. These may include participation in European Council meetings or in other high-level events. Any transport costs incurred by the trainee in the performance of these tasks shall be reimbursed on submission of the justification and of the related receipts.

5.4. Reports and certificates

Without prejudice to the application of Articles 6.4, 6.5 and 6.6, at the end of the traineeship, an activity report shall be drawn up and signed by the trainee, and a traineeship evaluation report shall be drawn up and signed by the traineeship adviser. Both reports shall be transmitted to the Traineeships Office. Subject to the trainee fulfilling the traineeship obligations, the Traineeships Office shall issue a certificate specifying the length of the traineeship and the receiving department.

Article 6
Rights and obligations of trainees

6.1. Duty to comply with GSC internal rules and traineeship instructions

Trainees must comply with GSC internal rules and the instructions given by the head of the receiving department and by the traineeship adviser in the accomplishment of their tasks. They must remain in regular contact with, and follow the general framework of conduct defined by, the Traineeships Office. Trainees must take part in all compulsory activities organised by the Traineeships Office. A declaration must be signed by the trainees, who must undertake to respect the provisions of Articles 6.1, 6.2 and 6.3 of this Decision.

6.2. Confidentiality and intellectual property rights

(a) Confidentiality

Trainees must sign a confidentiality agreement concerning any information to which they have access during their traineeship. They shall be prohibited from disclosing, distributing or using any such information during or after the end of their traineeship.

Trainees may be subject to additional confidentiality requirements to be decided upon by the GSC service in which they work, when the interest of that service so requires.

(b) Intellectual property rights

Trainees must not, either alone or with others, publish or cause to be published any text, images, including photos, illustrations and any other audiovisual material relating to EU activities without first informing the Traineeships Office and the traineeship adviser or the head of the receiving department. All intellectual property rights relating to work done during traineeships for the GSC shall be devolved to the GSC.

All rights in any writings or other work done by trainees in the performance of their duties in the GSC shall be the property of the European Union where such writings or work relate to its activities. The Union shall have the right to acquire compulsorily the copyright in such works.

6.3. Classified information

The provisions of Council Decision 2013/488/EU of 23 September 2013 on the security rules for protecting EU classified information¹ shall apply to trainees. Trainees shall have no access of any kind to EU classified information above the level RESTREINT UE/EU RESTRICTED, nor shall they have access to places where such information is processed. The GSC reserves the right to terminate the traineeship without notice in case of breach of this provision.

¹ OJ L 274, 15.10.2013, p. 1.

6.4. Underperformance

Following a substantiated request from the head of the receiving department and the traineeship adviser, the GSC may terminate the traineeship with prior notice of two weeks if the trainee's performance or knowledge of languages extensively used for communication within the GSC, i.e. English or French, is inadequate for the proper execution of the assigned tasks. Trainees may receive prior notification of any evidence of underperformance and be invited to a discussion aimed at improving their performance or conduct.

6.5. Wrongful declaration of facts

The GSC may terminate a traineeship without notice if, at any time, it becomes apparent that a trainee knowingly made wrongful declarations or provided false statements or documents at the time of application, during the selection process or during the traineeship period.

6.6. Ethical behaviour and conduct

Without prejudice to Article 6.12, trainees must, in the exercise of their duties and in their general conduct, apply all the ethical principles applicable to GSC officials and other staff members, including by avoiding any potential conflict of interest during the exercise of their duties.

If the conduct of the trainee does not prove satisfactory, the Head of the Staffing and Mobility Unit, in response to a reasonable request by the traineeship adviser, the head of the receiving department or the Traineeships Office (when it concerns misconduct during a trainees' event), and after hearing the trainee, may at any time decide to terminate the traineeship.

6.7. Whistleblowing

If, during the traineeship, a trainee becomes aware of facts which give rise to a presumption of the existence of possible illegal activity, including fraud or corruption detrimental to the interests of the Union, or of conduct in the discharge of professional duties which may constitute a serious failure to comply with the obligations of officials or other staff of the Union, the trainee must immediately notify the Traineeships Office in writing. If such notification is received, the Traineeships Office must take the measures provided for in Article 22a(2) of the Staff Regulations of Officials of the European Union. Articles 22a, 22b and 22c of the Staff Regulations of Officials of the European Union shall apply to the Traineeships Office. These provisions, together with Decision No 3/2016 of the Secretary-General of the Council adopting internal rules for reporting serious irregularities - Procedures for the implementation of Articles 22a, 22b and 22c of the Staff Regulations and 66.8 of the Financial Regulation, shall also apply *mutatis mutandis* to the trainee concerned, so as to ensure that the trainee's rights are respected.

This paragraph shall also apply in the event of serious failure to comply with a similar obligation on the part of a member of an institution or any other person in the service of or carrying out work for an institution.

6.8. Suspension of the traineeship

In exceptional cases, following a substantiated written request by the trainee stating the relevant reasons and providing proper justification, a suspension of the traineeship may be granted by the GSC.

The traineeship grant and other payments, where applicable, shall be suspended for the relevant period and the trainee shall not be entitled to the reimbursement of any travel expenses or health insurance expenses incurred in connection with the suspended period. Contributions to requested health insurance coverage already deducted will not be reimbursed. The trainee may return to complete the unfinished part of the traineeship only up to the end of the initial period of the traineeship.

6.9. Early termination of the traineeship

If the trainee decides to terminate the traineeship before the starting date, but after signing the Traineeship Agreement, the GSC may decide to reject any future application by the trainee for another traineeship. If the trainee decides to terminate the traineeship at any time after the starting date, the trainee must submit a substantiated written request to the Head of the Staffing and Mobility Unit via the Traineeships Office and must give three weeks' notice. For any recovery, Article 101 of the EU Financial Regulation¹ shall apply.

6.10. Future employment

The award of a traineeship shall not, under any circumstances, grant trainees the status of official or other servant of the European Union, nor shall it entitle them in any way to subsequent recruitment. After the completion of their traineeship, trainees may participate in selection procedures, provided they meet the general eligibility and selection criteria.

The same applies when they apply for selection through a call for tender procedure or through a call for expressions of interest organised by the GSC, whether as an individual or as an employee of a selected company.

¹ Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193, 30.7.2018, p. 1).

6.11. Persons with disabilities

Without prejudice to Article 9 of this Decision, and to ensure that the right of persons with disabilities to work on an equal basis with others is respected, reasonable accommodation shall be provided where needed. Trainees who have accepted the traineeship offer and need reasonable accommodation must submit their request and provide documented justification.

The requests shall be examined pursuant to Decision No 12/2019 of the Secretary-General of the Council on the provision of reasonable accommodation arrangements for persons with disabilities in the GSC. The Medical Service may only be consulted, when necessary, before the examination of the request by the Reasonable Accommodation Committee.

6.12. Outside activities, honours and gifts

At the start of and during the traineeship, trainees must declare any outside remunerated or non-remunerated activity or assignment to be carried out during the traineeship. They must also declare any honour, decoration, favour, gift or payment of any kind received from any government or source outside the institution. Decision No 61/2015 of the Secretary-General of the Council on outside activities and assignments shall apply by analogy in this respect.

Article 7
Working conditions

7.1. Insurance

(a) Health insurance

Health insurance is compulsory. At the start of the traineeship at the latest, the trainee must provide proof that they have health insurance cover for the entire duration of the traineeship. If they are not covered by any other health insurance scheme, the trainee may be insured against sickness under the conditions set out in the GSC insurance contract.

In the case of paid traineeships (points (a) and (b) of Article 2), trainees must contribute one third of the insurance premium. This contribution shall be deducted from the traineeship grant.

In the case of traineeships for students of national schools of administration (point (b) of Article 2) and of work experience for secondary school students (point (c) of Article 2), admission to the traineeship is subject to the provision of proof of health insurance cover.

(b) Accident insurance

Under the conditions laid down in the insurance policy of the GSC, trainees shall be insured against accident. The GSC shall bear all the cost of the relevant insurance premium.

7.2. Place of work

Traineeships shall take place in Brussels.

The working arrangements on telework applicable to officials are also applicable to trainees and may include a combination of telework and office-based work in Brussels. In exceptional situations, trainees may be allowed to telework from a place other than Brussels.

7.3. Working hours

The hours of work shall be those applicable to staff of the GSC. Trainees shall be entitled to the same public holidays as GSC officials.

Trainees shall be entitled to two days' leave per month. This entitlement shall be acquired pro rata to the months worked, counting from the first day of the month, and shall apply to all types of leave, except as otherwise provided hereinafter. No payments shall be made for leave not taken. When the entitlement to leave is exhausted, the GSC may grant special leave for exceptional and duly substantiated reasons. In the case of extraordinary tasks carried out outside working hours, the GSC may increase the leave entitlement. Leave requests must take account of the needs of the relevant receiving department.

7.4. Absences

(a) Absence in case of sickness

In the event of sickness, trainees must immediately notify their traineeship adviser and the Traineeships Office, indicating, where possible, the likely duration of the absence. For all absences of more than three calendar days (weekends and public holidays included), trainees must send a medical certificate to the Traineeships Office. Trainees who are absent because of sickness may be subject to medical checks at the GSC's request.

(b) Absence without justification

When a trainee is absent without justification or without notifying their traineeship adviser, the receiving department shall inform the Traineeships Office. Absence without justification of a minimum of three working days may, after consideration of the circumstances, lead to the termination of the traineeship by the GSC without notice. Where applicable, the GSC shall be reimbursed for any overpayment of the traineeship grant and other payments, and the trainee shall not be entitled to receive the travel allowance.

7.5. Discrimination and harassment

The GSC applies a zero-tolerance policy on discrimination, including harassment. Trainees must refrain from any form of psychological or sexual harassment. Where a trainee feels they are the target of harassment at work during their traineeship, they have the right to use the services available in the GSC and the procedures set out in Decision No 23/2021.

Chapter II

Specific provisions regarding types of traineeships

Article 8

Paid traineeship

8.1. Admission conditions

Admission to a paid traineeship is subject to the candidate obtaining a diploma at bachelor (B.A.) level or higher, as indicated on the Website, by the closing date for applications at the latest.

8.2. Duration

There are two traineeship periods per year:

- from 16 February to 15 July;
- from 1 September to 31 January of the following year.

Within these two periods, the traineeship shall last five months and shall not be extended. In exceptional circumstances and for organisational reasons, the GSC may offer a shorter traineeship of a minimum of four months and with a different starting date.

8.3. Traineeship grant

Paid trainees shall be awarded a monthly traineeship grant. Subject to budget availability, the amount of the grant shall be 25 % of the monthly basic salary of an official in grade AD 5, step 1. The grant shall remain unchanged throughout the traineeship and shall not take account of any intermediate updates of the salaries of officials during the traineeship period.

The amount of the grant shall be updated annually, taking effect from the traineeship period, as defined in Article 8.2, beginning after the decision on the annual update of the salaries of officials is taken. Any intermediate update shall take effect as from the following traineeship period.

The traineeship grant is paid:

- mid-month in the first traineeship period (16 February - 15 July), except in March when payment is made at the beginning of the month;
- at the end of the month in the second traineeship period (1 September - 31 January), except in September when payment is made mid-month.

For shorter traineeship periods, as provided for in Article 8.2, the principle of an earlier payment in the first month of the traineeship shall apply *mutatis mutandis*.

8.4. Disability allowance

Upon presentation of appropriate justification, trainees with disabilities may receive a supplementary amount of up to half the amount of the traineeship grant.

8.5. Travel allowance

Subject to budget availability, if the place of recruitment of the trainee is outside a 50 km area around Brussels, the trainee shall be entitled to an allowance for travel expenses incurred at the beginning and the end of the traineeship. The method of calculation of the travel allowance, the relevant arrangements and the procedure to be followed can be found on the Website.

Trainees must complete at least half the traineeship to qualify for a travel allowance. The place of recruitment is considered to be the address which appears on the traineeship agreement. No request to change this address shall be accepted after the traineeship agreement has been signed.

8.6. Other benefits

Subject to budget availability, trainees may receive other benefits such as a monthly amount on rechargeable cards to be spent in the restaurants and cafeterias of the GSC. In exceptional situations, these amounts may also be paid by bank transfer. The list of these additional benefits is regularly updated on the Website and decided under Article 12 of this Decision. Trainees shall be notified of any changes during their traineeship.

8.7. Taxes

The traineeship grants and any other payments are not subject to Regulation (EC, Euratom, ECSC) No 260/68 of the Council of 29 February 1968¹ applying to officials and other servants of the European Union. Trainees are solely responsible for the declaration and payment of any taxes due on the traineeship grants by virtue of the laws applicable to their personal situation. The Traineeships Office will provide a certificate for tax purposes at the end of the traineeship. This certificate should state the amount of the traineeship grant received and confirm that no tax deductions were made for the benefit of the European Union or for social security payments.

8.8. Reimbursements to the GSC

Under the terms of Article 6.9 ('Early termination of the traineeship') and point (b) of Article 7.4 ('Absence without justification'), the GSC may request recovery of the relevant parts of the traineeship grant and of other payments. Articles 92, 97, 98 and 100 of the Financial Regulation shall apply. Under the conditions of Article 100(2) of the Financial Regulation, recovery may be waived.

¹ Regulation (EEC, Euratom, ECSC) No 260/68 of the Council of 29 February 1968 laying down the conditions and procedure for applying the tax for the benefit of the European Communities (OJ L 56, 4.3.1968, p. 8).

Article 9

Paid traineeship reserved exclusively for persons with a disability

9.1. Number of traineeship places offered

In each traineeship period, in addition to the places in the paid traineeship scheme, up to three traineeship places shall be reserved exclusively for persons with a disability.

9.2. Admission conditions

By derogation from Article 8.1., the candidate must be at least a third-year student (or equivalent) of a higher education establishment at the closing date for applications at the latest.

Candidates must provide evidence of disability upon application. The following types of evidence will be accepted:

- a document issued by a national or regional authority or an accredited body in a Member State of the EU;
- an EU disability card;

- a recent certificate issued by a medical doctor: the certificate must have been issued in a Member State of the EU and be not more than six months old; it must state clearly the condition which the medical doctor considers a disability and include confirmation from the signing medical doctor that, to the best of their understanding, the condition in question is a long-term physical, mental, intellectual or sensory impairment which, in interaction with various barriers, may hinder full and effective participation in society on an equal basis with others¹.

In addition, candidates must declare on their honour in their application that they have a disability as defined above in line with the Staff Regulations and the UN Convention on the Rights of Persons with Disabilities.

Article 10

Traineeship for students of national, including regional-level, schools of administration of Member States

10.1. Admission conditions

Candidates must be enrolled with a national, including regional-level, school of administration or other educational establishment for current or future civil servants as certified by the government or permanent representation in Brussels of a Member State or of a candidate country after signing of the Accession Treaty. The candidate must provide proof of health insurance cover for the duration of the traineeship.

¹ Definition of disability as per Article 1d(4) of the Staff Regulations and Article 1(2) of the UN Convention on the Rights of Persons with Disabilities.

10.2. Duration

The traineeship shall last a minimum of two months and a maximum of five months and shall not be extended further. The starting date shall be decided by mutual agreement between the GSC and the school of administration concerned.

10.3. Financial matters

Trainees under a national school of administration traineeship are not entitled to a traineeship grant, travel allowance or other benefits, as defined by this Decision. However, they are entitled to the disability allowance, as per Article 8.4, if no such allowance is granted by their educational establishment or national administration.

10.4. Applicable provisions

Article 4.2 of this Decision shall not apply to this type of traineeship. The Traineeships Office shall establish a set of specific rules and publish it on the Website, as appropriate.

Article 11

Work experience for students in secondary school

11.1. Admission conditions

As an admission condition, candidates for a work experience traineeship must be students in secondary school with a relative working for the GSC as an official or other staff member and must provide proof of health insurance cover for the duration of the traineeship. Students selected for this traineeship shall be under the responsibility of an official or other staff member for the entire duration of the traineeship.

With the exception of students in the European Schools, secondary school students must provide proof from their educational establishment that the traineeship is a compulsory or recognised part of their curriculum.

11.2. Duration

The length of the traineeship shall be at least one week and shall not exceed two weeks. The starting date shall be decided by mutual agreement between the GSC and the official or other staff member or the head of the receiving department responsible for the student.

11.3. Applicable provisions

Articles 5.3, 5.4, 6.4, 7.3 and 7.4 of this Decision shall not apply to this type of traineeship. The Traineeships Office shall establish a set of specific rules and publish it on the Website, as appropriate.

11.4. Termination

At the simple request of the head of the receiving department, the traineeship adviser or the Traineeships Office, work experience for secondary school traineeships may be terminated without notice.

11.5. Financial matters

Trainees under the work experience traineeship are not entitled to a traineeship grant, disability allowance, travel allowance or other benefits, as defined by this Decision.

11.6. Certificate

At the end of the traineeship, the Traineeships Office shall provide a certificate specifying the length of the traineeship and the receiving department.

Chapter III

Final provisions

Article 12

Powers

All powers conferred on the GSC under this Decision shall be exercised by the Director-General for Organisational Development and Services. The Director-General is authorised to delegate any or all of his or her powers to the Head of the Staffing and Mobility Unit, such as for any technical update of the diplomas or other minimum qualifications giving access to a traineeship as well as of the list of EU institutions, bodies, services, offices and agencies. Where necessary, such a delegation may be granted to the Head of the Traineeship Office. All these decisions shall be published on the Website.

Article 13

Complaints

A trainee wishing to challenge a decision taken in application of these provisions must make a written submission to the Traineeships Office, which shall reply to the trainee within two months.

A trainee who believes that they have been subject to maladministration has the right to submit a complaint to the European Ombudsman, after raising the alleged maladministration issue with the Traineeships Office in writing. The Traineeships Office shall reply to the trainee within two weeks.

Article 14

Protection of personal data

Processing, pursuant to this Decision, of all the personal data of all trainees and candidates for traineeships shall be governed by Regulation (EU) 2018/1725 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data by the EU institutions, bodies, offices and agencies and on the free movement of such data¹, irrespective of whether the applications give rise to recruitment or are rejected or withdrawn.

Article 15

Force majeure

The execution of the traineeship agreement may be suspended or otherwise modified by the Traineeship Office in the event of force majeure, such as during a pandemic or any other prolonged disruption of social life that prevents one of the parties from fulfilling their obligations.

¹ OJ L 295, 21.11.2018, p. 39.

Article 16
Entry into force and transitory measures

This Decision shall enter into force on the day of its signature and shall apply as of 1 February 2023.

This Decision repeals Decision of the Secretary-General No 40/17. Traineeships for which the selection procedure started before 1 February 2023 shall continue to be governed by the latter Decision.

Done at Brussels,

Thérèse BLANCHET
