



Le Directeur

ADMINISTRATIVE DECISION N°1/2010
ON TRAINEESHIPS OFFERED BY THE TRANSLATION CENTRE FOR THE BODIES OF THE
EUROPEAN UNION

The Director of the Translation Centre,

Having regard to Council Regulation (EC) No 2965/94 of 28 November 1994 setting up a Translation Centre for bodies of the European Union ('the Centre'), last amended by Council Regulation (EC) No 1645/2003 of 18 June 2003, and in particular Article 9 thereof,

Having regard to the favorable opinion of the Staff Committee,

Whereas the budget of the Centre, and in particular line 1113 thereof, establishes appropriations for the organisation of traineeships,

Whereas it is in the interests of the construction of the European Union, and in particular of the Centre, that the Centre should publicise its work among university students,

HAS ADOPTED THIS DECISION:

Article 1
Introduction

Traineeships are intended to offer especially university students the possibility 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 input of the specific skills of enthusiastic trainees, who will contribute to the enhancement of the daily work of the Centre.

1.1. DEFINITION AND ORGANISATION OF THE TRAINEESHIP

Traineeships undertaken at the Centre shall seek in particular to:

- ⌚ provide training in the areas of work of the Centre;
- ⌚ give practical insight into the workings of the Centre's departments;
- ⌚ enable trainees to acquire personal experience through contacts made in their everyday work in a multicultural and multilingual environment;
- ⌚ apply the skills acquired by trainees in the course of their studies or working life.

Subject to any timetable constraints, the trainee may devote part of the training period, one day per week maximum, to preparing a postgraduate thesis or an academic paper.

The awarding of a traineeship shall not give trainees the status of officials or staff of the European Union. It shall confer no entitlement to employment in the services of the Centre.

1.2. NUMBER AND DURATION OF TRAINEESHIPS OFFERED

Prior to each calendar year, and following consultation with the Centre's Heads of department, the Director of the Centre shall 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. The minimum duration of a traineeship may not be less than three months, and the maximum duration may not exceed six months (exemptions cf. Article 5.5.).

Article 2

Eligibility and selection procedure

Trainees shall be selected from nationals of the Member States of the European Union and candidate countries upon their accession.

2.1 ELIGIBILITY

Traineeships shall be open, subject to the constraints of the budget, to applicants who meet at the time of the application for the traineeship the following requirements:

- ✓ having completed at least four semesters of university studies or equivalent education in a field of interest to the Centre;
- ✓ level of skills: having obtained some initial experience in one of the areas of work engaged in by the Centre:
 - from specialisation as part of the applicant's studies for a university degree, a dissertation or other research project conducted as part of their studies or in some other manner;
 - through work experience or a previous traineeship;
 - or through a linguistic traineeship: applicants must be able to translate from two official European Union languages into their main language;
- ✓ linguistic requirements: applicants must have a thorough knowledge of one official language of the European Union and a satisfactory command of another European Union language, to the extent necessary to carry out the duties to be performed. A good knowledge of one of the working languages of the Centre (French or English) is an advantage.

Applicants from applicant countries must have a thorough knowledge of at least one of the languages of an applicant country and a good knowledge of English or French.

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 ever been employed by the Centre in any capacity, or who have worked for the Centre as an interim staff member.

2.2. SELECTION PROCEDURE

2.2.1. APPLICATION FILE ¹

Applications postmarked after the closing date, as indicated in the presentation of the traineeships on the Centre's website (www.cdt.europa.eu), will be rejected automatically. Applications should be sent by post, the postmark serving as proof of the date of posting, or by carrier against a dated receipt provided by the Centre. The Centre is only able to accept applications presented on the official application form provided to applicants by the Human Resources Section. Once the Human Resources Section has received an application, an acknowledgement of receipt shall automatically be sent to the applicant indicating his/her candidate number (which should be quoted in any subsequent contacts with the Human Resources Section).

Each trainee's application file shall comprise the following supporting documents:

- a copy of the diplomas or certificates obtained;
- a letter of recommendation from a university teacher certifying involvement in the field to which the trainee has expressed interest by applying for a traineeship;
- a translation of all diplomas into one of the European Union languages, should the candidate be a national of an applicant country.

2.2.2. SELECTION PROCEDURE

Eligible applicants shall be selected on the basis of their qualifications, with regard to as wide a geographical spread as possible, and on the basis of:

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

The selection procedure

A. The Human Resources Section shall check all applications arriving at the Centre for their admissibility. The applications shall be listed by the applicants' nationality before being passed on to the Selection Board, whose members shall be appointed by the Director of the Centre from among the officials and staff of the Centre.

B. The Selection Board shall give points to the applicants in accordance with the criteria listed above. The Human Resources Section shall circulate the list of applicants, listed by nationality and in alphabetical order, simultaneously to all the heads of department responsible for the traineeships having been published. The heads of department shall submit to the Human Resources Section the

¹ The keeping of files by the Human Resources Section complies with 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 (OJ L 8, 12.1.2001, p 1-22).



names of the two most suitable candidates selected, the second of which shall only be contacted should the first fail to accept the traineeship.

C. The Director of the Centre shall draw up the final list of successful applicants, indicating the department to which each one is assigned. This list shall be distributed to all departments of the Centre.

D. At the end of the selection procedure, the Human Resources Section shall notify all applicants in writing. The Human Resources Section shall send each successful candidate a contract, drawn up in duplicate, notifying them that his/her application for a traineeship has been successful, and informing him/her of the dates of the traineeship, the department to which he/she has been assigned and the list of final documents which he/she should provide to complete his/her file before commencing the traineeship. The name of the trainee counselor shall be included in the letter. The Human Resources Section shall also notify candidates who are second in line for a traineeship should the first candidate decline.

List of documents to be sent by the applicant on conclusion of the contract:

- an excerpt from police records or a certificate of moral integrity;
- a copy of his/her passport or national identity card;
- proof that procedures have been initiated with the Embassy or the Consulate of the Grand-Duchy of Luxembourg in the applicant country, of which the candidate is a national, with a view to obtaining a visa for the duration of the traineeship;
- a medical certificate stating that he/she is fit for work;
- a statement indicating whether the trainee 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 allowances from another source, if so, the amount of these grants or allowances.

Successful candidates from applicant countries are responsible for ensuring that they have the correct visa, where applicable, and that they obtain all the documentation required by the authorities of the Grand Duchy of Luxembourg.

2.2.3. SIMPLIFIED SELECTION PROCEDURE

By way of derogation from articles 2.2.1 and 2.2.2 of this decision, upon prior written approval by the director, a simplified selection procedure can take place in duly justified cases, based on urgency and/or specific needs. The Heads of department establish a list with successful candidates selected from spontaneous applications for traineeships, while indicating the two most suitable candidates selected, for each department according to the following criteria:

- the suitability of the profile in relation to the traineeship to be awarded;
- the academic qualifications;

- and any professional experience.

The Director of the Centre shall draw up the final list of successful applicants, indicating the department to which each one is assigned. This list shall be distributed to all departments of the Centre.

Article 3

Traineeship grants and related matters

3.1. TRAINEESHIP GRANTS

Trainees shall be entitled to a monthly grant amounting to 25% of the basic monthly salary of a temporary agent in grade AD5, step 1 applicable at the starting date of the traineeship². Trainees who continue to be paid by their employer or to be in 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.

3.2. TRAVEL EXPENSES AT THE BEGINNING AND END OF THE TRAINEESHIP

Trainees receiving the grant and recruited from locations other than the Grand-Duchy of Luxembourg shall be entitled to the reimbursement of travel expenses incurred at the beginning and end of the traineeship. The basis for calculating the reimbursement shall be the second-class rail fare on the shortest and most economical habitual route by rail between Luxembourg and the actual place of residence at the beginning of the traineeship. Where the route referred to exceeds 500 km and in cases where the usual route includes a sea crossing, the trainee concerned shall be entitled, on production of the tickets, to reimbursement of the cost of travel by air in economy class. Where a means of transport other than those mentioned above is used, calculation of reimbursement shall be based on the cost by rail, excluding sleeper accommodation. Travel expenses shall be reimbursed only in respect of that portion of the journey completed inside the geographical borders of the European Union.

Travel expenses in respect of the outward journey shall be reimbursed on presentation of the supporting documents. The return journey shall be made and the cost reimbursed on the same basis as the outward journey, except that supporting documents need not be presented.

3.3. TAXATION

Traineeship grants shall not be governed by the tax regulations applicable to officials and staff of the European Union. Trainees shall have sole responsibility for complying with the tax regulations of their home State, which may apply to grants they receive from the Centre.

3.4. HEALTH AND ACCIDENT INSURANCE

Health insurance: health insurance is mandatory. Trainees shall be insured against health risks on the terms laid down in the insurance policy and set out in the contract concluded to that end by the Centre. The trainee's contribution shall be one-third of the premium. Under no circumstances shall the Centre be responsible for medical coverage of the trainee's spouse or family.

Accident insurance: trainees shall be insured against the risk of accident in accordance with the terms of the insurance policy taken out to that end by the Centre with an insurance company. A copy of the insurance policy shall be sent to successful candidates together with their contract.

² Thus excluding any later annual salary adjustment.

3.5. MISSIONS

Trainees shall not be sent on mission except where this is authorised by the Director of the Centre by way of exception and following a reasoned request by the trainee counselor.

This authorisation shall entitle the trainee to the reimbursement, under the 'Missions' budget, of travel expenses calculated in accordance with the implementing provisions applicable in the Centre.

3.6. OTHER ALLOWANCES

The Centre's budget does not provide for other allowances for traineeships.

Article 4

Rights and obligations of trainees

4.1. DUTIES AND COACHING OF THE TRAINEE

The trainee shall be appointed to a department of the Centre.

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

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

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

The trainee's work shall be overseen by a trainee counselor appointed by the head of the department to which the trainee is appointed. The trainee counselor shall be responsible for instructing the trainee and shall advise him/her in the performance of the work allocated: as far as possible, the counselor shall ensure that the trainee is involved in the everyday work of the Centre. In principle, the counselor shall be responsible for only one trainee during each training period.

4.2. TRAINING

During the initial weeks of their traineeship, trainees shall receive training relating to working tools, in particular in the field of information technology, as well as more general training relating to the Centre.

4.3. DUTIES

Throughout their traineeship, trainees shall act as instructed by their trainee counselor and the Human Resources Section.

Trainees shall take part in the work of their department and in activities organised for their benefit, keeping to the timetables and programmes set.

During the traineeship, trainees shall consult their trainee counselor on any initiative they plan to take with regard to the work of the Centre.

4.4. INVOLVEMENT OF THE TRAINEE

Within the department to which they are appointed, trainees shall attend meetings on matters which are of relevance to them and which are not confidential, receive documentation and take part in the work of the department at a level appropriate to their qualifications.

4.5. CONFIDENTIALITY, PUBLICATIONS

Trainees may not have work commitments with others which may result in a conflict of interests.

Trainees shall treat in the utmost confidence all facts and information to which they become privy in the course of their traineeship. They shall not, in any manner whatsoever, divulge to any persons any document or information which is not in the public domain.

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Trainees shall not, without the permission of the Director of the Centre, publish or effect the publication of any text concerning the work of the Centre, either on their own or in cooperation with others. Such permission shall be conditional on any terms which the Director may set. All rights attached to work carried out in the course of the traineeship shall be vested in the Centre.

Trainees shall remain bound by these obligations after the traineeship has ended.

4.6. LEAVE

The counselor may grant permission for absences of not more than two days for every month of the traineeship served, where there are just grounds for doing so. In that case, the counselor shall notify the Human Resources Section.

4.7. SICKNESS

In the event of sickness, the trainee shall notify the Human Resources Section immediately. Should the period of absence extend to four days, the trainee shall provide a medical certificate indicating how long he/she is likely to be absent.

Article 5

End of traineeship

5.1. TRAINEESHIP REPORT

At the end of the traineeship, trainees shall submit a report on their work to the trainee counselor, who shall forward it to the Human Resources Section, together with an appraisal report. Should their traineeship be extended in accordance with the provisions set out in Article 5.5, the trainees shall be required to provide an additional report on their work at the end of the aforementioned extension period. After this report has been compiled and entered in their personal file, the trainees shall receive a traineeship certificate confirming the length of the period served.

5.2. SUSPENSION OF TRAINEESHIP

The Director of the Centre may agree to suspend the traineeship for a specified period on receipt of a written request by the individual concerned and after obtaining the opinion of the trainee counselor. 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 training period, and for the length of time still remaining, as defined in the contract between the trainee and the Centre.

5.3. TERMINATION OF TRAINEESHIP

The Director of the Centre may terminate the traineeship on receipt of a reasoned request by the trainee made through the trainee counselor.

5.4. INCAPACITY OF PERFORMANCE AND CONDUCT

The Director of the Centre reserves the right to terminate the traineeship on grounds of insufficient knowledge of the working language, unsatisfactory performance or unsatisfactory conduct of the trainee, and after hearing the trainee and the trainee counselor concerned.

5.5. EXTENSION OF THE TRAINEESHIP

Traineeships shall not be renewable and may not, in principle, be extended. The Director may, however, grant one extension at the end of the training period, by way of exception. Extensions shall not be longer than half of the initial length of the traineeship. Extensions shall only be granted if the necessary budgetary appropriations are available, the department concerned has the capacity to accommodate the trainee and the extension is objectively justified in the interests of the department.

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5.6. AFTER THE TRAINEESHIP

On completion of the traineeship, trainees shall be required to wait one year before entering into any contract with the Centre.

Trainees shall, however, be entitled to participate in any competitions, selection procedures or calls for tenders organised by the Centre subject to meeting the necessary requirements. Should a trainee be successful and consequently offered a post, he/she shall be entitled to immediate employment.

Article 6 Final provisions

The Human Resources Section is responsible for implementing these provisions.

The Administrative decision No 1/2003 and its amending and derogatory decisions are hereby repealed. They shall be replaced by this decision.

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

Done at Luxembourg, 7 September 2010



Gailé Dagillier
Director