

**AD 2022-24**

**ADMINISTRATIVE DIRECTOR DECISION  
ADOPTING THE EUROJUST TRAINEESHIP POLICY**

THE ADMINISTRATIVE DIRECTOR OF EUROJUST,

Having regard to Regulation (EU) No 2018/1727 of the European Parliament and of the Council of 14 November 2018 on the European Union Agency for Criminal Justice Cooperation (Eurojust), and replacing and repealing Council Decision 2002/187/JHA, (hereinafter referred to as the 'Eurojust Regulation')<sup>1</sup>, and in particular Article 18 thereof,

Having regard to College Decision 2016-53 of 23 November 2016 on the Eurojust Internship Policy,

After consulting the Staff Committee,

Whereas:

- (1) Eurojust supports the training of future or newly qualified professionals;
- (2) Offering traineeships is important in raising awareness and promoting a positive image of Eurojust;
- (3) Transparency and consistency in the granting of traineeships is essential;
- (4) Eurojust is an equal opportunities employer.

HAS DECIDED AS FOLLOWS,

**Article 1  
Objectives**

1. This decision governs the traineeship policy of Eurojust.
2. The aim of this policy is to provide trainees with:
  - (a) awareness, knowledge, expertise and first-hand practical experience of the European Union and Eurojust's legislation, mandate, objectives and services;
  - (b) the opportunity to work in a multi-cultural, multi-linguistic and multi-ethnic environment, contributing to the further promotion of European integration and to create an awareness of European citizenship;
  - (c) the opportunity to put into practice knowledge acquired during their studies, in particular in their specific areas of competence;

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<sup>1</sup> OJ L 295/138, 21 November 2018, p. 138 as amended by Regulation (EU) 2022/838 of the European Parliament and of the Council of 30 May 2022 as regards the preservation, analysis and storage at Eurojust of evidence relating to genocide, crimes against humanity, war crimes and related criminal offences. OJ L 148, 31.5.2022, p. 1–5

- (d) an introduction to the professional world and the opportunities, duties and obligations therein.
- 3. Through this policy, Eurojust:
  - (a) benefits from the input of motivated graduates, who can give a fresh point of view and bring up-to-date academic knowledge, thereby enhancing the everyday work of Eurojust;
  - (b) creates a pool of graduates with first-hand experience of Eurojust, who will be better prepared to collaborate and cooperate with Eurojust in the future;
  - (c) seeks to create long-term “goodwill ambassadors” for European ideas and values within and outside the European Union.

## **Article 2**

### **Eligibility criteria**

1. Trainees shall be nationals of Member States of the European Union and of EU candidate countries. Exceptionally, nationals of third countries with a cooperation agreement or working arrangement with Eurojust may also be accepted, depending on budget availability.
2. Eurojust aims to recruit trainees from the following groups:
  - (a) Recent university/master/doctorate graduates, who by the closing date for applications have obtained a university/master/doctorate diploma and to those who in the framework of lifelong learning, have recently obtained a university diploma and are at the beginning of a new professional career.;
  - (b) Recent university/master/doctorate graduates, who shall undertake a mandatory traineeship as required by the EU Member States universities or law enforcement and judicial organisations;
  - (c) Pupils in secondary education at the European School of The Hague, who require a short work placement as a compulsory part of the curriculum.
3. Trainees shall have a good knowledge of English (minimum B2 level<sup>2</sup>) as the working language of Eurojust.
4. In order to enable as many persons as possible to familiarise themselves with the work of the European Union, traineeships shall not be offered to applicants who:
  - (a) have already received more than six weeks of any kind of in-service training within a European Institution, body, office or agency;
  - (b) have been employed by a European Institution, body, office or agency in any capacity;
  - (c) have worked for a European Institution, body, office or agency as interim staff, researcher or *intra-muros* expert for more than six weeks.
5. The eligibility criteria of paragraph (4) of this article shall not apply to the group of trainees referred to in paragraph (2)(b) and (c) of this article.

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<sup>2</sup> <https://www.coe.int/en/web/common-european-framework-reference-languages/table-1-cefr-3.3-common-reference-levels-global-scale>

### **Article 3**

#### **Duration**

1. The duration of a traineeship under Article 2(2)(a) of this policy will be five months and shall begin on 1 March or 1 October of each year.
2. Exceptionally and if duly justified, the Head of the Human Resources Unit may decide on a different duration and starting date of the traineeship period mentioned in paragraph (1) of this article. However, the duration of such traineeship should not be shorter than three months.
3. Traineeships under Article 2(2)(b) shall last a minimum of one week and a maximum of three months.
4. Traineeships under Article 2(2)(c) of this policy shall last a minimum of one week and a maximum of two weeks.
5. The traineeship finishes automatically at the end of the agreed period.

### **Article 4**

#### **Application and selection procedure**

1. Twice a year, Eurojust will publish calls of expression of interest for trainees under Article 2(2)(a) of this policy. The specific trainee profiles will be prepared by the recruiting unit/organisational entity, considering the availability of resources.
2. Candidates should apply following the application process outlined in the call for expression of interest. Applications submitted after the deadline will be automatically rejected.
3. The recruiting unit/organisational entity selects the most suitable candidate(s) from those who have submitted an expression of interest and propose them to the Human Resources Unit for interviews. Only the candidate(s) selected for interviews shall be contacted.
4. Selected candidates will undergo an (online) interview with the relevant unit/organisational entity and may be required to provide further information or documents to substantiate their expression of interest.
5. Successful candidates will be selected on the basis of their qualification or education profile.
6. Selected candidates shall confirm whether they accept the traineeship offer within the deadline specified in the offer.
7. At any stage of the application process, applicants may withdraw their application by informing the Human Resources Unit in writing. In such case, they will be excluded from any further stage of the process.
8. Unsuccessful candidates, or candidates who declined the traineeship offer, may apply for a subsequent traineeship by submitting a new application and supporting documents.
9. Eurojust shall ensure gender and nationality balance between trainees from the different Member States and EU candidate countries, to the extent possible.
10. Trainees shall not be placed in a unit/organisational entity where the performance of their traineeship tasks would be significantly impaired due to a perceived or actual conflict of interest and where the said conflict of interest cannot be satisfactorily addressed by adopting sufficient mitigating measures.
11. Candidates under Article 2(2)(b) of this policy shall submit their application together with a letter from the relevant university or law and judicial enforcement organisation requesting

the mandatory traineeship for a maximum period of three months. Approval of such traineeships depends on available resources to support the traineeship process.

12. Candidates under Article 2(2)(c) of this policy shall submit their application together with a letter from their school requesting their placement at Eurojust for a limited duration of no more than two weeks. Approval of such traineeships depends on available resources to support the traineeship process and can only be organised within the Eurojust administration.

## **Article 5**

### **Nature of the relationship between the trainee and Eurojust**

1. The relationship between the trainee and Eurojust shall be governed by a traineeship agreement, signed by the Head of the Human Resources Unit and the trainee on the first day of the traineeship. The traineeship agreement shall set out the rights and obligations both of the Agency and the trainee.
2. Trainees are not Eurojust staff members and their contribution to the organisation shall relate to explicitly defined traineeship objectives aimed to acquire or develop a particular expertise.
3. Before concluding the traineeship agreement, trainees shall present original documents validating their identity, the education stated in their expression of interest. Additionally, trainees under Article 2(2)(a) and (b) of this policy shall present proof of sickness insurance and a certificate of good conduct not older than six months.
4. Trainees shall be required to fill out a declaration of confidentiality and a declaration of absence of conflict of interests.

## **Article 6**

### **Rights and obligations of the trainees**

1. Trainees are required to follow the instructions given by their supervisors and by the management of the hosting unit/organisational entity to which they are assigned.
2. Trainees need to comply with these rules and the internal rules governing the functioning of Eurojust, in particular the rules concerning working conditions, security, safety, good administrative behaviour and confidentiality. These rules will be made available to the trainees during the induction training.
3. Trainees must respect the same rules for contacts with the public in general and press as Eurojust's staff and follow the guidelines provided. Any publication of work related to a traineeship project is prohibited unless prior written authorisation by the Head of the Human Resources Unit is given. Eurojust shall retain all intellectual property rights or other rights related to the work or other contributions produced by the trainee in the context of the traineeship.
4. Trainees need to complete the assigned work and take part in the activities organised and communicated to the trainee, while respecting the established deadlines and outputs. Trainees shall consult their supervisors and the management of the hosting unit/organisational entity regarding their task or, where appropriate, the Human Resources Unit.
5. During the traineeship, trainees cannot engage in or carry out any professional activity that might be incompatible with carrying out their duties during the traineeship (e.g. work in a

law firm) and shall immediately declare any perceived or actual conflict of interest, which might be incompatible with their traineeship. If a conflict of interest would arise during their assignment, trainees shall report this to their supervisor and to the Human Resources Unit.

6. Before engaging in an outside activity during the traineeship that may be considered to have an occupational character or goes otherwise beyond what can reasonably be considered a leisure activity, the trainee shall ask permission from the Human Resources Unit.
7. Trainees must possess a health insurance, valid in The Netherlands, covering them in case of sickness throughout the entire period of the traineeship. No later than one week before the start date of the traineeship, the trainee should present the proof of this insurance to the Human Resources Unit. The costs of this health insurance are not covered by Eurojust. Trainees are advised to establish a civil liability insurance.
8. Trainees may participate in learning and development activities organised by Eurojust if:
  - (a) there are places available on activities organised for Eurojust's staff;
  - (b) their participation does not affect the budget allocated for such activities;
  - (c) the participation is in line with the overall objectives of the traineeship; and
  - (d) the activity is relevant for the tasks to which they have been assigned.
9. Trainees who have completed the traineeship period will receive a certificate specifying the dates of their traineeship and the unit/organisational entity in which they were assigned and an outline of the performed tasks.

## **Article 7**

### **Working conditions and absences**

1. Traineeships at Eurojust are full-time. Trainees shall have the same working hours and official public holidays as Eurojust's staff. They benefit from worktime compensation arrangements on the same conditions as Eurojust's staff.
2. Where the duration of the traineeship is three months or more, trainees are entitled to two days of leave per month. This entitlement is acquired *pro rata* for the months worked counted from the first day of the month. Untaken leave days during the traineeship period are not reimbursed.
3. In the event of sickness, trainees shall notify their supervisor and the Human Resources Unit on the first day of absence. Where the period of absence due to sickness is more than three consecutive days, the trainee should present a medical certificate or another document certifying the sickness, stating the duration of the absence. Trainees are entitled to a maximum of five days of sick leave without a medical certificate during the five months traineeship.
4. In case of a trainee's absence without justification or without prior notification to his/her supervisor, the trainee must immediately contact by e-mail the unit/organisational entity to which they are assigned. The trainee must provide a proper justification for his/her absence. The days of absence are automatically deducted from the trainee's leave entitlement. If this is not possible, a corresponding deduction shall be made to the traineeship grant on *pro rata* basis. The Head of the Human Resources Unit may decide, following examination of the justification given, or if no justification is received, to terminate the traineeship without prior notice. Any overpaid amount will be recovered by Eurojust. In this case, the trainee shall not be entitled to receive the travel allowance for the return journey.
5. In exceptional cases, the Head of the Human Resources Unit may, following a justified written request from the Head of the hosting unit/organisational entity (Head of

Department/Unit/Secretariat/Office) authorise a trainee to go on mission. This authorisation entitles a trainee to the reimbursement of the mission expenses and to a per diem payment in accordance with relevant provisions of the guide to missions and authorised travel applicable to Eurojust Staff members and SNEs, the Staff Regulations and the CEOS.

## **Article 8**

### **Traineeship grants**

1. Trainees referred to in Article 2(2)(a) of this policy shall be awarded a monthly traineeship grant. The amount of the grant shall be decided on a yearly basis by the Administrative Director, subject to budgetary constraints, and published in the relevant traineeship call for expression of interest.
2. The grant paid to trainees is not exempt from national taxes. Trainees shall be solely responsible for the payment of any taxes due on Eurojust grants by virtue of the laws in force in the country concerned. Upon request, the Human Resources Unit will provide a certificate for tax purposes at the end of the traineeship period. This certificate should state the amount of grant received and confirm that tax and social security payments have not been made.
3. Trainees receiving a grant from other sources or any other maintenance allowance shall not be entitled to a grant from Eurojust unless the amount they receive is less than the grant Eurojust would be paying. In this case, they shall receive an amount from Eurojust that will bring their income up to the level of the grant that would have been paid by Eurojust. Before the start of the traineeship, trainees on unpaid leave or on unpaid secondment shall be required to provide a declaration of expenses and allowances signed by their employer.
4. Upon presentation of proper justification to the medical advisor of Eurojust, trainees with a disability may receive a supplement equal to 50% of the amount of the grant.
5. Eurojust shall not provide any health/sickness insurance for trainees.
6. During the traineeship and individual missions, trainees shall be insured against the risk of accident on the same terms as post-holders in Eurojust that are not subject to the Staff Regulations and CEOS.
7. In case of overpayment, any amounts due shall be recovered.

## **Article 9**

### **Travel expenses at the beginning and end of the traineeships under Article 2(2)(a)**

1. Trainees under Article 2(2)(a) of this policy are entitled to a contribution towards travel expenses incurred at the beginning and the end of the traineeship, in cases where the distance between the place of residence (as stated in the traineeship offer) and the seat of Eurojust is greater than 200 km one way (return journey is greater than 400 km).
2. The place of residence stated in the traineeship offer is based on the information provided in the application form. It is the responsibility of the trainee to inform the Human Resources Unit of any change in his/her place of residence prior to the start of the traineeship.
3. The contribution is a flat-rate payment calculated on the basis of the geographical distance between the trainee's place of residence and the seat of Eurojust, according to the rules applicable to staff taking up employment at Eurojust<sup>3</sup>.

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<sup>3</sup> Staff Regulations, Annex VII, Article 7, paragraph 2.

4. If the trainee who receives a grant has his/her place of residence outside the territories of the Member States of the European Union or of candidate countries, the contribution is calculated based on the geographical distance between the seat of Eurojust and the closest entry point to the European Union.
5. By way of derogation from paragraph (1) of this article, a trainee who at the end of the traineeship departs to a place other than his/her place of residence is entitled to a flat-rate payment for the travel expenses to that new place under the conditions laid down in paragraph (2) of this article. However, this flat-rate payment may not be higher than the amount that would have been paid had the trainee returned to his/her place of residence.
6. Eurojust reserves the right to request at any time supporting documentation demonstrating the place of residence.
7. The trainee must complete a minimum of three months of the traineeship period to qualify for the return travel allowance.
8. Any deviation from the rules set out in this article requires prior agreement from the Human Resources Unit.

#### **Article 10** **Interruption and termination of traineeship and sanctions**

1. Following the written request of the trainee, the Head of the Human Resources Unit may, after consulting the supervisor and the Head of the hosting unit/organisational entity (Head of Department/Unit/Secretariat/Office), authorise an interruption of the traineeship for a given period. The grant is then suspended and the trainee shall not be entitled to reimbursement of any travel expenses incurred during that period. Within six months following the traineeship interruption, the trainee may return to complete the unfinished part of the traineeship up to the date initially agreed in the traineeship agreement.
2. After consultation of the supervisor and the Head of the hosting unit/organisational entity, a trainee may request to terminate his/her traineeship earlier than the date specified in the traineeship agreement by submitting a written request to the Human Resources Unit, at least three weeks before the initial termination date. Trainees may only terminate their agreement on the last day of a month or on the fifteenth day of a month. Where the trainee received a grant for a whole month but terminates the traineeship on the fifteenth day of that month, the trainee shall reimburse the equivalent part of the grant to Eurojust.
3. Eurojust reserves the right to terminate the traineeship at any time if:
  - (a) the conduct or performance of the trainee does not prove satisfactory;
  - (b) his/her language knowledge is insufficient for the performance of his/her duties;
  - (c) he/she breaches his/her obligations under these rules; or
  - (d) it becomes apparent that the trainee knowingly made wrongful declarations or provided false statements or documentation at the moment of application or during the traineeship period.

In these cases, the traineeship agreement may be terminated at the initiative of the Head of the hosting unit/organisational entity (Head of Department/Unit/Secretariat/Office) subject to the approval of the Head of the Human Resources Unit.

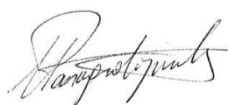
**Article 11**  
**Repeal**

College Decision 2016-53 of 23 November 2016 on the Eurojust Internship Policy is hereby replaced and repealed.

**Article 12**  
**Entry into force**

This policy shall enter into force on the date following that of its adoption.

Done at The Hague, on 26 July 2022.

A handwritten signature in black ink, appearing to read 'Nikolaos Panagiotopoulos', with a stylized flourish at the end.

Nikolaos Panagiotopoulos  
Administrative Director