

**RULES GOVERNING THE TRAINEESHIP PROGRAMME
AT THE EUROPEAN UNION AGENCY FOR FUNDAMENTAL RIGHTS**

May 2023

Article 1 – Objectives and scope

1. These rules govern the traineeship programme at FRA.
2. The aims of the traineeship at FRA are:
 - To provide trainees with an understanding of the objectives and activities of the Agency in ensuring full respect for fundamental rights across the EU.
 - To enable trainees to acquire practical experience and knowledge of the day-to-day work of FRA.
 - To provide the opportunity to work in a multi-cultural, multi-linguistic and multi-ethnic environment, contributing to the development of mutual understanding, trust and tolerance.
 - To promote European integration through active participation, to create awareness of true European values.
 - To enable trainees to put into practice knowledge acquired during their studies, and in particular in their specific areas of competence.
 - To introduce these graduates to the professional world and the responsibilities, duties and opportunities therein.
 - To allow trainees to contribute to the Agency's mission in helping to make fundamental rights a reality for everyone in the EU.
3. Through the traineeship programme, FRA:
 - Benefits from the input of recent graduates, who can give a fresh point of view and up-to-date academic knowledge, which will enhance the everyday work of FRA.
 - Creates a pool of graduates with first-hand experience of FRA, who will be better prepared to collaborate and cooperate with FRA in the future.
 - Generates long-term "goodwill ambassadors" for European ideas and values.

Article 2 – Eligibility Criteria

1. The traineeship programme is primarily addressed to recent university graduates and persons who would benefit from initial work experience, without excluding those who – in the framework of lifelong learning – have recently obtained a university diploma or are at the beginning of a new professional career. To be eligible, applicants must have completed their most recent studies no more than three years prior to the deadline for applications.

2. Trainees must be nationals of one of the Member States of the European Union or of an EEA country, an EU candidate country or a potential candidate country¹.
3. By one month before the starting date of the traineeship, trainees must have obtained a bachelor-level university degree with statutory duration of at least three years². For diplomas awarded outside the EU, a certificate of equivalence from an EU Member State is required.
4. By way of exception to paragraph 3, trainee applicants of Romani background must have completed post-secondary education attested by a diploma or have completed secondary education and be able to demonstrate appropriate work experience of at least one year. "Romani background" will be determined on the basis of the applicant's self-declaration in the relevant part of the application form.
5. Trainees shall have a good working knowledge of English (B2), as English is the working language of FRA.
6. Before the start of the traineeship, trainees must provide a certificate confirming that they are fit for work. FRA will reimburse the costs of the medical examination/certificate upon submission of the relevant invoice.
7. In order to enable as many people as possible to gain experience in the activities of the European Union, traineeships shall not be offered to applicants who:
 - a. have already benefited from any kind of internship or traineeship (formal or informal, paid or unpaid) lasting for more than six weeks within a European Union institution, agency, office or body,
 - b. have been engaged by a European Union Institution, body, office or agency in any capacity, including as temporary staff, contract staff, SNE, interim, or intra-muros expert.
8. FRA reserves the right to withdraw the offer of a traineeship to any applicant who cannot provide proof of any of these eligibility criteria.
9. The Agency reserves the right to amend the eligibility criteria when necessary. Any such changes will be published on the Agency's website.

Article 3 – Duration

1. FRA generally offers traineeships with a six-month duration. To be formally recognised, the trainee must complete a minimum of three months of the traineeship.
2. In duly justified circumstances, at the written request of the trainee, the date of commencement may be deferred by up to one month. Such deferment shall not affect the end date of the traineeship.

¹ <https://ec.europa.eu/environment/enlarg/candidates.htm>

² For examples, see <https://epso.europa.eu/en/documents/2392>

3. In all cases, the starting date of a traineeship can only be either the 1st or the 16th of the month.

Article 4 – Application and selection procedure

1. For each traineeship call for applications, FRA shall decide the number of traineeships to be offered, depending on the needs of the Agency and budget availability.
2. Applicants can only apply for a traineeship in one organisational entity.
3. Applications must be made via the FRA e-recruitment platform. The call for applications will contain specific instructions concerning the application process, the supporting documents required and the modalities for their submission.
4. Applicants must apply to a specific, advertised call on the Agency’s website. FRA does not accept spontaneous applications.
5. FRA commits itself to undertake a fair and transparent selection and strive for diversity among its trainees regarding characteristics such as sex, race, colour, ethnic or social origin, genetic features, religion or belief, political or any other opinion, membership of a national minority, property, birth, disability, age, gender identity or sexual orientation.
6. The recruiting organisational entity will assess the applications against the criteria set out in the call for applications, draw up a shortlist of applications and carry out interviews by phone/videoconference to assess the applicants’ motivation, skills, languages and expectations of the traineeship.
7. Unsuccessful applicants will be notified through the FRA e-recruitment application.
8. Successful applicants will receive a traineeship offer by email, indicating the dates of the traineeship, monthly grant amount and the organisational entity in which they are placed. Applicants can only be offered a single traineeship placement for a given training period. Selected trainees are obliged to provide any supporting documents requested within the indicated deadline.
9. At any stage of the application process, applicants may withdraw their application by informing recruitment@fra.europa.eu in writing.
10. If an applicant is unsuccessful, withdraws or declines a traineeship offer, they may re-apply for a subsequent traineeship period by submitting a new application.

Article 5 – Duties

1. During the traineeship, the trainee will work under the supervision of a designated supervisor, whom they should consult on any initiative they plan to take with regard to their work.
2. Trainees shall be required to comply with the instructions given by their supervisors, by their Head of Unit and with any administrative instructions issued by the relevant service. They must also comply with the rules governing the traineeship programme

and the internal rules governing the functioning of FRA, in particular the rules concerning good administrative behaviour, security and confidentiality.

3. Trainees shall refrain from any action or behaviour which might reflect adversely upon their position and from any form of psychological or sexual harassment³.
4. Trainees must exercise their duties and behave with integrity, courtesy and consideration. If the conduct of the trainee does not prove satisfactory, FRA reserves the right to terminate the traineeship in accordance with Article 11.
5. Trainees are allowed to attend meetings on subjects of interest to their work (unless these meetings are restricted or confidential), receive documentation and participate in the work of the organisational entity to which they are assigned. Subject to the approval of their supervisor and providing it does not conflict with the accomplishment of the tasks assigned to them, they are entitled to attend meetings in organisational entities other than the one to which they are assigned, unless these meetings are restricted or confidential, with the aim to get a broader understanding of the work of FRA.
6. Under no circumstances may a trainee represent FRA with a view to entering into commitments, whether financial or otherwise, or negotiating on its behalf. Trainees are not entitled to represent FRA in any meeting or activity involving external parties.

Article 6 – Rights and entitlements

1. Trainees should keep the same hours of work and have the same official public holidays, if they fall during their traineeship, as FRA staff. FRA only offers traineeships on a full-time basis.
2. Trainees are entitled to two days of leave per month. This entitlement is acquired pro rata for the months worked. If the traineeship is terminated early and excess leave has been taken, the corresponding deduction will be made from the traineeship grant. Days of leave not taken by the end of the traineeship are not paid in lieu.
3. Trainees with academic exams (university exams or PhD thesis) may request up to 5 days educational leave (or equal half days) for the whole duration of the traineeship, subject to provision of official documentation from their university supporting their request.
4. Trainees are entitled up to three days (or equal half days) of special leave for personal reasons (marriage of the trainee or of the trainee's child, birth of a child, serious illness or death of a spouse/partner/brother/sister/parent/grandparent/child).
5. A trainee who is pregnant shall be granted maximum maternity leave of 16 weeks, during which period they shall receive the grant as set out in Article 8 of these rules.

³ Article 12a of the Staff Regulations and the provisions implementing this Article shall apply mutatis mutandis.

The leave shall start eight weeks before the expected due date as shown in a medical certificate, which must be provided to FRA's Medical Advisor, and end eight weeks after the actual date of childbirth. For health and safety reasons, a trainee who is pregnant must inform the Medical Advisor at the latest fifteen weeks before the expected due date. Maternity leave cannot go beyond the duration of the traineeship contract.

6. Leave requests must first be agreed by the supervisor and then approved by the Head of Unit in the leave management tool.
7. In case of sickness, trainees must notify their supervisor and the Head of Unit immediately and record the absence in the leave management tool. If an absence exceeds three calendar days, or if it occurs before or after leave or special leave and the total period of absence (including holiday/leave/weekend) exceeds three days, the trainee must submit a medical certificate to the Medical Advisor. A medical certificate must also be provided if the sick leave exceeds six days in the traineeship period. The total duration of paid sick leave may not exceed three months, or the time worked by the trainee, whichever is longer.
8. If a trainee is absent without justification or without notifying their supervisor and Head of Unit, Corporate Services shall instruct the trainee in writing to report to the Agency within five working days. FRA retains the right to terminate the traineeship without notice if the trainee is absent for more than five working days without any notification or satisfactory justification being given. Any overpayment of the grant shall be reimbursed to FRA.
9. Any absence without prior notification to the Head of Unit and supervisor or special/sick leave without the required justification is automatically deducted from the trainee's leave entitlement. If the trainee has no leave entitlement, a proportional deduction will be made from the traineeship grant.
10. At the end of their traineeship, trainees will be provided with a certificate and a report evaluating their traineeship.
11. Admission to the traineeship programme does not confer on trainees the status of staff, nor does it entail any right or priority with regard to recruitment at FRA.

Article 7 – Confidentiality and conflict of interest

1. Trainees must exercise the greatest discretion regarding facts and information that come to their knowledge during the course of their traineeship. They must not, in any manner whatsoever, disclose to any unauthorised person any document or information not already made public. Trainees must respect the same rules regarding contacts with the press as FRA staff and follow the instructions provided. They will continue to be bound by this obligation after the end of their traineeship. FRA reserves its legal right to terminate the traineeship and to pursue any person who does not respect this obligation.
2. Trainees must not have any professional connections with third parties which might be incompatible with their traineeship (i.e. 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 which may adversely affect the work assigned during the traineeship. Should the trainee intend to undertake any form of outside activity (employment, publication, volunteer activity etc.), they must request prior authorisation from FRA first following the procedure for outside activities. If a conflict of interest should arise during their assignment, trainees should immediately report this to their Head of Unit, supervisor and to Corporate Services in writing.

3. Trainees must not, either alone or with others, publish or cause to be published any matter dealing with the work of the FRA without the written permission of FRA. Such permission is subject to the conditions in force for FRA staff⁴. All rights in any writings or other work done for FRA are the property of the Agency.
4. When justified, trainees may be allowed to be sent on mission on the condition that the mission is of a technical or support nature, and not a representative one. For the reimbursement of these mission expenses, the general procedure of reimbursement provided in the relevant provisions applicable to FRA will apply.

Article 8 – Financial Matters

1. Trainees will be awarded a monthly grant. The traineeship monthly grant corresponds to one quarter of the grade AD5 – step 1 as defined each year by the European Commission and weighted using the correction coefficient for Vienna, Austria. The amount of the monthly grant will be fixed for the duration of the traineeship period at the time of issuing the traineeship offer. In order to be eligible for the first payment of the grant, trainees must have completed at least 10 working days of their traineeship. The traineeship grant is paid pro rata for each full month worked.
2. Trainees with a disability may receive a financial supplement to the traineeship grant of up to 50% of the amount of the grant, in duly justified circumstances and upon submission of documentation certifying the recognised disability, to compensate for increased costs resulting from the disability. FRA shall consult the Medical Advisor of the Agency for an opinion on the required support measures.
3. Upon request, a certificate for tax purposes will be provided at the end of the traineeship period, stating the amount of grant received and confirming that tax and social security payments have not been made by FRA.
4. Grants awarded to trainees are not subject to the special tax regulations applying to officials and other servants of the European Union.
5. Trainees must provide proof that they have valid insurance for sickness and accidents for the duration of the traineeship at the start of the traineeship. In case of a shorter validity period, the trainee has the obligation to take the necessary measures to extend the medical insurance before its expiration and to cover the

⁴ Article 12b of the Staff Regulations and the provisions implementing this Article shall apply mutatis mutandis.

entire period of the traineeship and inform FRA accordingly. FRA does not cover the cost of such insurance.

Article 9 – Travel Expenses

1. FRA shall pay a travel allowance to compensate for the expenses incurred by the trainee to travel to Vienna in order to take up their traineeship, and at the end of the completed traineeship when the trainee relocates outside Austria.
2. The travel allowance shall be paid in the form of reimbursement of the cost of a second-class rail ticket or of an economy class flight ticket (including luggage) and, where required, the cost of an economy public transport ticket to the airport of departure, up to a maximum of EUR 300 per journey. Reimbursement will be paid based on submission of the ticket(s) or invoice(s).
3. To qualify for the travel allowance at the start of the traineeship, the trainee must complete a minimum of three months of the traineeship period. No travel allowance will be paid for travel at the end of the traineeship if the trainee terminates their traineeship early. Any overpayment, in case of early termination, must be repaid to FRA.

Article 10 – Reasonable accommodation

FRA undertakes to provide reasonable accommodation, where needed, to enable persons with a disability to have equal access to and fully participate in the traineeship. Appropriate support measures will be provided within the framework of reasonable accommodation as long as they do not impose a disproportionate burden on the Agency⁵.

Article 11 – Termination of Traineeship

1. The trainee may request to terminate their traineeship early by submitting a written request to their supervisor, Head of Unit and recruitment@fra.europa.eu. It should include relevant reasons and must be submitted at least three weeks in advance of the foreseen termination date. The last day of a traineeship must fall on either the 15th or the last day of the month.
2. FRA may terminate the traineeship:
 - a. Without notice if it becomes apparent that the trainee knowingly made wrongful declarations, or provided false statements or papers, at the moment of application or during the traineeship period;

⁵ Selected candidates will be provided with details on the applicable Agency policies regarding support for persons with disabilities, as well as the procedure to request reasonable accommodation, if needed.

- b. Without notice, if the trainee is found to have breached the rules regarding confidentiality, behaviour or conduct with which trainees are required to comply;
 - c. With one month's notice if, after completing at least two months of the traineeship, the level of the trainee's performance or their knowledge of the working language is insufficient for the proper execution of their duties;
3. The trainee will be requested to repay any overpaid amount that they have received (from the grant, travel allowance of excess leave taken) at the end of the traineeship.

Article 12 – Data Protection

The processing of personal data by FRA is governed by Regulation (EC) N° 2018/1725. By submitting an application, the applicant is understood, in the sense of Article 5 (d) of the Regulation, to have given his/her consent to the processing of their personal data. Applicants are advised of the details related to the processing of their personal data and explicitly required to give their consent when submitting the application.

Article 13 - Entry into force

These rules shall apply to the call for applications for the traineeship programme launched in May 2023 and traineeship calls published thereafter. They replace Decision CS/023/2017 on the rules governing the traineeship programme at the FRA and Decisions DIR/007/2021 and CS/024/2017 on the rules governing the disability and Roma traineeship programmes respectively.

Done in Vienna on 11 May 2023

Head of Corporate Services Unit

[Original signed]