

# EuroHPC JOINT UNDERTAKING DECISION OF THE GOVERNING BOARD OF THE EuroHPC JOINT UNDERTAKING No 10/2020

# Laying down the EuroHPC JU rules on the use of trainees

# THE GOVERNING BOARD OF THE EuroHPC JOINT UNDERTAKING,

Having regard to Council Regulation (EU) 2018/1488 of 28 September 2018 establishing the European High Performance Computing Joint Undertaking (hereinafter 'Regulation')<sup>1</sup> and in particular Article 17(2) thereof,

Having regard to the Statutes annexed to the Council Regulation (EU) 2018/1488 of 28 September 2018 establishing the European High Performance Computing Joint Undertaking (thereinafter 'Statutes'), and in particular Article 7(3)(l) thereof,

After informing the staff,

#### Whereas:

- (1) The use of trainees can contribute to enlarge and improve the understanding of the specific areas of competence of the EuroHPC Joint Undertaking ('EuroHPC JU'), and therefore promote the role and the knowledge of the Joint Undertaking among a large public.
- (2) Trainees should enable the EuroHPC JU to benefit from support, in particular in areas where trainees are willing to participate in the administration of activities for which they can be offered opportunities in the perspective of their coming professional development.
- (3) The aim of introducing a traineeship scheme is to attract highly qualified applicants who are strongly motivated, so that both parties can profit from the experience offered by the scheme.
- (4) In order to avoid any conflict of interests, the rights and obligations of trainees, as set out in this Decision, should ensure that they carry out their duties solely in the interests of the EuroHPC JU.
- (5) It is necessary to establish a clear set of rules under which the Joint Undertaking will organise and implement its traineeship scheme,

#### HAS ADOPTED THE FOLLOWING DECISION:

# Article 1 – General

1. The present rules govern the official traineeships scheme of the EuroHPC JU.

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<sup>&</sup>lt;sup>1</sup> OJ L 252, 08.10.2018, p. 1

# 2. The aims of the traineeships with the EuroHPC JU are:

- To provide a unique and first-hand experience of the EuroHPC JU. To provide an understanding of the objectives and tasks of the EuroHPC JU.
- To enable such trainees to acquire practical experience and knowledge of the day to-day work of the EuroHPC JU.
- To provide the opportunity to young professionals to put into practice knowledge acquired during their studies, and in particular in their specific areas of competence. To introduce them to the professional world and the constraints, duties and opportunities therein.

# 3. The EuroHPC JU through its official traineeships scheme:

- Benefits from the input of young enthusiastic graduates, who can give a fresh point of view and up-to-date academic knowledge, which will enhance the everyday work of the EuroHPC JU;
- Creates a pool of people with first-hand experience of and trained in European procedures and the JU working methods;
- Creates long-term "goodwill ambassadors" for European ideas and values both within the European Union and outside.

#### Article 2 – Eligibility criteria

- 1. Trainees are selected from nationals of the EuroHPC Participating States.
- 2. Knowledge of languages: candidates must have very good knowledge of at least two European Union languages, of which one should be the working language of the EuroHPC JU (English).
- 3. Candidates should inform the EuroHPC JU of any change in their situation that might occur at any stage of the application process.
- 4. The Executive Director is authorized to modify the eligibility criteria as and when necessary. Any such changes will be published on the EuroHPC website before the opening of the application period.

# Article 3 – Application process

# 1. Submission of applications

Every year the Executive Director determines the number of trainees to be hosted at the EuroHPC JU, on the basis of the EuroHPC JU's needs and of the funds available.

Applications must be submitted in accordance with the rules and procedures established by the EuroHPC JU. All necessary instructions are published on the EuroHPC JU website. Incomplete applications and those received after the closing date defined for each traineeship period, as indicated on the website, will be automatically rejected.

If an application is unsuccessful a candidate may re-apply for a subsequent training period. It is, however, necessary to submit a new application. The EuroHPC JU does not keep applicants' files from one in-take to another.

# 2. Selection procedure

The EuroHPC JU makes its selection of trainees on the basis of the applications received. Successful candidates will typically have a background relating to the activities of the EuroHPC JU and related functions (for example information technologies, legal affairs, internal audit, project management personnel administration, budget, accounts, infrastructure services, communication, document management, meeting management).

Candidates must fulfil other criteria, defined in the task description for each traineeship position. These are the educational, professional, linguistic, IT and character requirements necessary for each traineeship position.

Candidates are selected on the basis of qualifications and other criteria, defined in the task description for each traineeship position; an appropriate geographical distribution will be maintained to the extent possible.

Prior to the final selection decision applicants may be contacted over the phone to check availability, suitability, linguistic knowledge and to discuss mutual expectations.

The EuroHPC JU Executive Director makes the final selection of applicants on the basis of qualifications and other criteria, defined in the task description for each traineeship position, after discussion with the Head of Unit where applicable.

Successful candidates are informed by letter, of the dates of the training period. A copy of these rules is enclosed to the letter.

Recruited trainees are responsible for making sure that they obtain the correct visa, where applicable required by the Luxembourgish authorities.

If a candidate is unable to supply the requested documents within the given deadline, the EuroHPC JU may withdraw the offer.

#### 3. *Organisation*

Trainees are placed under the responsibility of an adviser. The adviser must guide and closely follow the trainee during his/her traineeship, acting as his/her tutor. The adviser must notify immediately the Head of Unit or Executive Director of any significant incidents occurring during the traineeship (in particular professional incompetence, absences, sicknesses, accidents, bad behavior, or interruption of the traineeship), which come to his/her attention, or of which the trainee has informed him/her.

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 unit to which they are attached at a level corresponding to their educational and working background. Subject to the approval of their adviser and providing it does not conflict with the accomplishment of the tasks assigned to them, they are entitled to attend meetings in a unit other than the one to which they are attached, unless these meetings are restricted or confidential, with the aim to get an understanding of the objectives and goals of the EuroHPC JU.

#### 4. Withdrawal

At any stage of the selection process, applicants may withdraw their application by informing the EuroHPC JU Human Resources team in writing. In such case, applicants are excluded from any further stage of the process.

#### *Article 4 – Rights and duties*

#### **Trainees**

- 1. Training periods last at least three and at most six months. Traineeship periods may not be repeated or extended beyond the maximum length laid down in these rules.
- 2. Trainees shall be required to comply with the instructions given by their advisers, by the Head of Unit of the Unit to which they are assigned and/or the EuroHPC JU Executive Director.
- 3. Trainees must take part in all activities organised for them, respecting the timetables and programs laid down.
- 4. During their traineeship, trainees must consult their advisers on any action they propose to take on their own initiative relating to the EuroHPC JU activities.
- 5. Upon engagement, trainees will be requested to sign appropriate documentation on confidentiality obligations and a declaration of the absence of any conflict of interest.
- 6. Trainees must exercise the greatest discretion regarding facts and information that come to their knowledge during the course of their training. They must not, in any manner whatsoever, disclose to any unauthorised person any document or information not already made public. Trainees will continue to be bound by this obligation after the end of their training. The EuroHPC JU reserves its legal right to terminate the traineeship in accordance with Article 11 and to take action against any person who does not respect this obligation.
- 7. Trainees must not have any professional connections with third parties, who might be incompatible with their traineeship (i.e. must not work for lobbyists, legal attaches, 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. If a conflict of interest should arise during their assignment, trainees should immediately report this to their adviser and to the EuroHPC JU Executive Director and Head of Administration and Finance in writing.
- 8. Trainees must respect the same rules for contacts with the press as other EuroHPC JU staff and follow the instructions provided.
- 9. Trainees must not, either alone or with others, publish or cause to be published any matter dealing with the work of the EuroHPC JU without the written permission in accordance with the EuroHPC JU rules. All rights, for any articles or other work done for the EuroHPC JU, are the property of the EuroHPC JU.
- 10. At the end of their traineeship, trainees must submit to their advisers a report on their activities during the training period. The advisers will then forward this report to the EuroHPC JU Human

Resources team together with their own reports on the trainees. In the light of these reports, the trainees receive, at the end of the traineeship, a certificate specifying the length of training period and the team to which they were attached.

- 11. Trainees must carefully record their activities and their daily working hours in from the first day up to the final day of service.
- 12. Trainees must also comply with the present rules governing the traineeships at the EuroHPC JU and the internal rules and procedures of the EuroHPC JU. The EuroHPC JU reserves the right to terminate the traineeship in case of non-compliance with these obligations in accordance with Article 11.
- 13. In order to constantly improve the traineeship scheme, trainees maybe be requested to provide evaluation and feedback reports to the EuroHPC JU Human Resources Manager at the end of the traineeship.

Traineeship adviser

- 14. A traineeship adviser (hereinafter 'Adviser') will be appointed for each trainee, and the trainee will be under his/her supervision and responsibility. The trainee adviser will:
  - Develop and submit to the EuroHPC JU Human Resources Manager a specific training plan;
  - Instruct the trainee and advise on the performance of the work allocated;
  - Ensure that the trainee is involved in the everyday work of the EuroHPC JU as far as possible;
  - Supervise the trainee's work throughout the traineeship;
  - Help the trainee with any technical/administrative matters;
  - Write and submit an evaluation of the traineeship, my the latest 2 weeks after the end of the traineeship;
  - Inform the Human Resources Manager of any significant event occurring during the traineeship (in particular professional incompetence, absences, illnesses, accidents, inappropriate behaviour, interruption of traineeship, etc.).

Status

15. Admission to a traineeship does not confer on trainees the status of temporary agents, contract agents or other servants of the European Communities nor does it entail any right or priority with regard to future engagement in the Joint Undertaking. Trainees cannot benefit from any privileges and immunities granted by the host country to temporary agents, contract agents or other servants of the EuroHPC JU.

Sanctions and disciplinary measures

16. Trainees must exercise their duties and behave with integrity, courtesy and consideration. If the conduct of the trainee does not prove satisfactory, the Executive Director and/or the Head of Administration and Finance, may at any moment decide to terminate the traineeship.

#### *Article 5 – Leave and absences*

#### 1. Leave

Trainees should keep the same working hours (40 hours per week) and have the same holidays as the EuroHPC JU staff. Trainees are entitled to 2 days leave per month. This entitlement is acquired pro rata to the months worked. Days of leave not taken will not be paid. Days taken for participation to any competition, exam or university work, etc. are to be deducted from this entitlement.

The EuroHPC JU Executive Director and/or the Head of Unit concerned and/ or the Adviser and/or the Human Resources Manager oversee that the above rules are respected. Leave requests should respect the needs of the service. Absences must first be approved by the Head of Unit concerned or the Human Resources Manager, after consulting the Adviser.

#### 2. Sickness

In case of sickness, trainees must notify the Adviser and the EuroHPC JU Human Resources Manager immediately, and if absent for longer than three days, must produce a medical certificate, indicating the length of absence, which must be forwarded to the Human Resources team. A trainee who is absent because of illness may be subject to medical checks in the interest of the service.

#### 3. Absence

When trainees are absent without justification or without notifying their adviser, the EuroHPC JU may decide to immediately terminate the traineeship without further notice. Any overpayment of the grant is to be reimbursed to the EuroHPC JU. The trainee will also not be entitled to receive the travel allowance determined in Article 8.

#### *Article 6 – Missions*

- 1. In exceptional cases only, the EuroHPC JU Executive Director may on a request from the Head of Unit concerned or the Adviser stating the grounds, grant authorisation for a trainee to be sent on mission.
- 2. This authorisation entitles trainees to reimbursement of mission expenses in accordance with the EuroHPC JU rules.

#### Article 7 – Grants

- 1. Trainees will be awarded a monthly grant. The amount of the grant for full time traineeship is set at 25% of the basic salary of AD5, step 1, per month and may be revised at any time by the Executive Director, subject to budget availability, but it will always be in line with the similar monthly grant offered by the European Institutions. If the traineeship is part-time, the grant shall be proportionate.
- 2. If the trainee terminates his/her traineeship early, he/she will be required to reimburse that part of the grant, which he/she may have received, relating to the period after the termination date.

3. Upon presentation of the proper justification, disabled trainees may receive a supplement to their grant equal to a maximum of 50% of the amount of the grant. This additional payment is designed to help those trainees to cover certain additional expenses that they may encounter. The EuroHPC JU may consult a medical service on its own, if necessary.

#### *Article 8 – Travel allowance*

- 1. Trainees qualified for a travel allowance receive a compensation for the travel expenses incurred at the beginning and end of the traineeship from the place of recruitment to the place of appointment and vice versa as determined here below and in Annex III.
- 2. The trainee must complete a minimum of three months of the training period to qualify for the travel allowance.
- 3. Trainees whose place of recruitment is less than 50 km from Luxembourg ('place of appointment') are not entitled to a travel allowance.
- 4. The postal address used in the EuroHPC JU's letter awarding the traineeship shall be considered to be the place of recruitment. No request for a change of address shall be granted once the decision to award a traineeship has been taken.
- 5. Travel expenses will be paid upon presentation of the relevant documents and in accordance with the EuroHPC JU rules.

# *Article 9 – Tax arrangements*

Grants awarded to trainees are not subject to the special tax regulations applying to officials and other servants of the European Union. Trainees are solely responsible for the payment of any taxes due on the grant they receive from the EuroHPC JU by virtue of the Luxembourg laws in force.

#### Article 10 – Sickness and accident insurance

The EuroHPC JU does not cover sickness or accident insurance and trainees are obliged to have such insurance prior to the start of their traineeship at the EuroHPC JU. Proof of insurance should be presented to the EuroHPC JU Human Resources prior the start of the traineeship period.

#### *Article 11 – Interruption, termination of training and sanctions*

- 1. Traineeship shall end when the period for which it was awarded expires.
- 2. Under exceptional circumstances and subject to a written request from the trainee setting out the relevant reasons and with proper justification, the EuroHPC JU Executive Director or the Head of Unit concerned may, in consultation with the Adviser and/or the Human Resources Manager, authorise an interruption of the training for a specific period. The awarded grant will then be suspended and the trainee is not entitled to reimbursement of any travel expenses incurred during that period.
- 3. The trainee may then return to complete the remaining part of the training, but only up to the date specified in the traineeship offer letter.

- 4. If a trainee wishes to terminate his/her traineeship earlier than the date specified in the traineeship offer letter, a written request must be submitted by the trainee to the Human Resources Manager, with copy to the Executive Director, Head of Unit concerned and Adviser, for approval. The request, stating the relevant reasons, must be submitted at least three weeks in advance of the new termination date foreseen.
- 5. The grant may only be terminated every 1st and 16th of the month. Any trainee who terminates his/her traineeship earlier will be required to reimburse that part of the grant which he/she may have received, relating to the period after the termination date.
- 6. The EuroHPC JU following a justified request by the Adviser and approved by the Head of Unit concerned, reserves the right to terminate the traineeship if the level of the trainee's professional performance or knowledge of the working language is insufficient for the proper execution of his/her duties.
- 7. The EuroHPC reserves the right to terminate the traineeship if at any moment 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.

# Article 12- Data protection

As a body responsible for the recruitment of trainees, the EuroHPC JU ensures that applicants' personal data are processed as required by Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation<sup>2</sup>.

Done at Luxembourg, on 17 June 2020

For the Governing Board

[signed]
Herbert Zeisel
The Chair

#### Annexes

Annex I: Examples of diplomas for which the level of education corresponds to that required for access to the traineeship

Annex II: List of European Institutions and Bodies

Annex III: Travel allowance

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<sup>&</sup>lt;sup>2</sup> OJ L 295, 21.11.2018, p. 39

**ANNEX I** 

# Example of diploma for which the level of education corresponds to that required for access to the traineeship $^{\scriptscriptstyle 3}$

Country	University level education - at least 3 years in length
Bălgarija	Diploma za visshe obrazovanie (Диплома за висше образование) Bakalavar (Бакалавър) Magistar (Магистър)
België Belgique Belgien	Academisch gerichte Bachelor (lange type) Bachelor académique (type long) Akademischer Bachelor (lang)
Ceská Republika	Diplom o ukončení Bakalářského studia
Croatia	Preddiplomski sveučilišni studij (3 to 4 years)
Danmark	Bachelorgrad
Deutschland	Fachhochschulabschluss (6-7 Semester) / Bachelor
Eesti	Bakalaureusekraad (min 120 ainepunkti)
España	Diplomado / Ingeniero técnico
France	Licence
Greece / Ελλάδα	Πτυχιο Α.Ε.Ι. (πανεπιστημίου, πολυτεχνείου, Τ.Ε.Ι. υποχρεωτικής τετραετούς φοίτησης)
Ireland / Eire	Honours Bachelor Degree (3 years)
Italia	Laurea -L (breve)
Κύπρος / Kibris	Πανεπιστημιακό Πτυχιο
Latvija	Bakalaura diploms (min 120 kredīti)
Lietuva	Bakalauras (min 120 kreditų )
Luxembourg	Bachelor
Magyarország	Főiskolai oklevél
Malta	Bachelor's degree
Nederland	Bachelor (WO) / HBO bachelor degree (4 years)
Österreich	Fachhochschuldiplom (6-7 Semester) / Bakkalaureus(rea)
Polska	Licenciat / Inżynier
Portugal	Bacharelato
România	Diplomă de Licență
Slovenija	Diploma o pridobljeni visoki strokovni izobrazbi
Slovenská Republika	Diplom o ukončení Bakalárského štúdia
Suomi / Finland	Kandidaatin tutkinto - Kandidatexamen / Ammattikorkeakoulututkinto -
	Yrkeshögskoleexamen (min 120 opintoviikkoa - studieveckor)
Sverige	Kandidatexamen (Akademisk examen omfattande minst 120 poäng varav 60 poäng fördjupade studier i ett ämne + uppsats motsvarande 10 poäng)
United Kingdom	(Honours) Bachelor degree - 3 years
Other countries	University level diploma requiring at least 3 years study Diplôme de niveau
Autres pays	universitaire sanctionnant des études de 3 ans minimum
Andere Länder	Mindestens dreijährige Hochschulstudien mit Abschlussdiplom

<sup>&</sup>lt;sup>3</sup> Situation as of 20 July 2016

# ANNEX II EUROPEAN INSTITUTIONS AND BODIES

# **EU** institutions:

- European Parliament
- Council of the European Union
- European Commission (including Delegations and Representation offices and executive Agencies)
- Court of Justice of the European Union
- European Court of Auditors

#### **Financial bodies:**

- European Central Bank
- European Investment Bank
- European Investment Fund

# **Advisory bodies:**

- European Economic and Social Committee
- Committee of the Regions

# **Interinstitutional bodies:**

- Office for Official Publications of the European Communities
- European Communities Personnel Selection Office
- European Administrative School

# Other specialised bodies:

- European Ombudsman
- European Data Protection Supervisor
- European External Action Service
- European Public Prosecutor's Office
- All decentralised agencies and Joint Undertakings

# ANNEX III: TRAVEL ALLOWANCES

#### **Entitlement**

- Place of recruitment (i.e. as indicated in the application) must be more than 50 km from the place of appointment.
- Journey should be as direct as possible.
- Travelling must be within 1 month before and 1 month after the traineeship period.

# Travel documents to be provided

- Train: original ticket + proof of payment if price is not on the ticket.
- Bus: original ticket + proof of payment if price is not on the ticket.
- Plane: original ticket (or e-ticket) + proof of payment + original boarding pass.
- Car travel: originals of petrol tickets of the trip + copy of car insurance.

#### You can submit:

# a) one way ticket

• price will be multiplied by 2 up to the ceiling.

# b) two way ticket

• full reimbursement up to the ceiling.

# c) car travel

• amount paid = distance X rate.

# Not accepted for reimbursement:

- 1st or business class travel;
- Excess baggage charges;
- Taxi fares;
- Taxes other than airport taxes;
- Cancellation / travel insurance.

#### Calculation of the maximum amount of reimbursement (ceiling)

Km distance between the place of recruitment and the place of appointment (Luxembourg) = 'distance'.

For non-EU trainees the distance is calculated between the EU town nearest to the place of recruitment and place of appointment (see

http://ec.europa.eu/stages/information/travellist\_en.htm)

The ceiling is then established as follows: 'distance' x rate

#### Rates:

- $0 49 \text{ km} = 0 \in$
- 50-499km =0.40€/km
- 500km 999 km =0.35 €/km
- 1000km 1999 km =0.30 €/km
- 2000km 2999 km =0.25€/km
- over 3000 km =0.28 €/km