

## **Rules governing the traineeship scheme of the European Chemicals Agency**

**AS THE EXECUTIVE DIRECTOR OF THE EUROPEAN CHEMICALS AGENCY**

**I HAVE DECIDED THE FOLLOWING:**

### **1. Adoption of rules**

The attached Rules governing the traineeship scheme of the European Chemicals Agency are adopted.

### **2. Effective date**

This decision shall take effect as from the date of approval and shall revoke decision ED/0032.

## **Rules governing the traineeship scheme of the European Chemicals Agency**

### **Article 1 – Objectives**

1. These rules govern the traineeship scheme of the European Chemicals Agency ('ECHA' or 'the Agency'). This scheme principally targets university graduates who are aiming at or starting out in a career in public or private sector organisations subject to European Union (EU) legislation related to chemicals or involved in its implementation in the stakeholder community. ECHA will also host a small number of trainees in its ICT, administrative and executive support services.

2. The objectives of the ECHA traineeship scheme are:

- To promote awareness, knowledge, expertise and understanding on EU legislation related to chemicals and ECHA's role in its implementation among the stakeholder community by providing people who are aiming for or engaged in a career in fields related to such legislation with hands-on experience of the work of ECHA.
- To facilitate the entry into professional life and promote the professional development of suitably qualified people who are aiming for or are engaged in a career in fields related to EU legislation on chemicals.
- To allow beneficiaries to complete a concrete project (research or other project of interest of ECHA) subject to prior consultation with and approval by the ECHA Science Board.

3. Through its traineeship scheme, ECHA:

- Benefits from the input of motivated graduates and professionals, who can give a fresh point of view and up-to-date academic knowledge, which will enhance the everyday work of ECHA.
- Facilitates the implementation of EU legislation related to chemicals by enhancing the knowledge base of the stakeholder community.
- Creates a pool of people with first-hand experience of ECHA and its working methods, which will be better prepared to facilitate collaboration between ECHA and the stakeholder community in the future.

## Article 2 – Eligibility

1. Trainees are selected from nationals of the Member States of the European Union, the European Economic Area (EEA) and of candidate countries benefiting from a pre-accession strategy, according to the availability of budgetary resources and the Agency's capacity to host them. A limited number of nationals of non-Member States may also be accepted subject to availability of resources.

2. ECHA is aiming to recruit trainees from the following groups of people:

- a) public or private sector employees engaged in graduate-level work in fields relevant to ECHA's remit;
- b) recent university graduates, and holders of a technical or professional qualification of an equivalent level in fields relevant to ECHA;
- c) students at the final stage of their post-secondary level studies in fields relevant to ECHA's remit requiring traineeship as part of compulsory course at a university or equivalent institution;
- d) pupils in their secondary cycle of education requiring work placement as a compulsory part of their curriculum.

3. Trainees must have the linguistic competence necessary to participate fully in the work of ECHA. As the internal working language of ECHA is English, applicants must have good working knowledge of this language<sup>1</sup>.

4. Applicants are selected on the basis of their qualifications, specific knowledge and skills and, if applicable, their professional experience, with due regard to an appropriate balance of nationalities and gender. Applications submitted after the deadline will be rejected automatically.

5. In order to enable as many European citizens as possible to familiarise themselves with the European bodies, traineeships will not be offered to applicants who have already received more than eight (8) weeks of any kind of in-service training within a [European institution or body](#) or who have ever been employed by a [European institution or body](#) in any capacity, or who have worked for a [European institution or body](#) as an interim staff member, researcher or intra-muros expert for more than eight (8) weeks.

## Article 3 – Status

1. Admission to a traineeship shall not confer on trainees the status of an official or employee of ECHA, or any rights under the [Staff Regulations](#) of Officials and the Conditions of Employment of Other Servants of the European Union ('SR/CEOS').

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<sup>1</sup> "Independent user B2" as minimum level in English accordingly to the Common European Framework of Reference for Languages.

## Article 4 – Organisation

1. Supervisors will be nominated by the relevant Heads of Unit to supervise and mentor the trainees and guide them in their daily tasks. Only statutory staff members of ECHA may be nominated as supervisors.

3. Trainees participate in the work of the unit to which they are assigned according to their capacities and under guidance of their supervisors. They may attend meetings, receive documentation and have access to information, subject to compliance with ECHA's rules on confidentiality. Trainees may not be entrusted with or exercise any competences, which would result in creating a binding legal obligation for ECHA.

4. ECHA establishes a Traineeships Office which is the single contact point for the trainees whom they can contact on issues relating to their traineeship.

## Article 5 - Duration of traineeships

1. Traineeships referred to in Article 2(2)(a) and in 2(2)(b) commence on 1<sup>st</sup> of March and/or on 1<sup>st</sup> of September of each year. If duly justified, an exception may be made with regard to the starting date. The exceptional start date is approved by the Director of Resources of ECHA.

2. The duration of a traineeship referred to in Article 2(2)(a) and in 2(2)(b) is six (6) months. If duly justified, an exception may be made to allow for a shorter traineeship period, but not less than three (3) months. Such exception is approved by the Director of Resources of ECHA.

3. Traineeships referred to in Article 2(2)(c) and in 2(2)(d) last a minimum of one (1) week and a maximum of six (6) months.

4. The traineeship finishes automatically at the end of the given period.

## Article 6 – Expressions of Interest

ECHA establishes its own selection and admission criteria for trainees pursuant Article 2(2)(a) and 2(2)(b) depending on the needs of the organisation. Posts for expressions of interest for traineeships are published on ECHA's website and may be further advertised by other appropriate means. Prospective trainees may express their interest by the indicated deadline according to the procedure set out in the traineeship post. Expressions of interest will be valid for 6 (six) months. Prospective trainees who are not selected for a traineeship during this period may submit a new expression of interest once a new round of traineeship posts is published. Candidates should inform the [Traineeship Office](#) of any change in their situation that might occur at any stage of the application process.

2. Pupils and students undertaking secondary or post-secondary education can express their interest in traineeships by contacting the [Traineeship Office](#) directly. As ECHA is the main stakeholder of the European School of Helsinki (ESH), expressions of interest for a traineeship at ECHA as obligatory part of the school curriculum pursuant to Article 2(2)(d) submitted by ESH pupils will be treated with priority over other expressions under the same provision.

## **Article 7 - Selection procedure**

1. The hosting unit selects the best suited candidates for the traineeship position from those who have submitted a valid expression of interest and proposes them to the Director of Resources. Only candidates who are invited for interviews are contacted.
2. Candidates may be required to undergo a remote or face-to-face interview and to provide further information to substantiate the information given in their expression of interest.
3. The Director of Resources makes the final decision on the basis of a proposal submitted by the hosting unit. The proposal specifies the unit to which the trainee will be assigned to, the start and end date of the traineeship. The accepted proposal will form an integral part of the traineeship contract.
4. Successful candidates are contacted by e-mail and provided an offer letter. The letter sent by e-mail will specify the start and end date of the traineeship and contains a copy of the traineeship rules and the proposal set out in Article 7(3) above.

## **Article 8 – The traineeship contract**

1. On their first day the trainees sign a traineeship contract and declaration of confidentiality. The traineeship contract sets out the rights and obligations both of the Agency and the trainee.
2. Before concluding the traineeship contract, trainees shall provide original documents evidencing their identity, the education stated in their expression of interest, proof of sickness insurance and a certificate of good conduct (not older than six (6) months). If applicable, trainees must declare their income. Trainees engaged under Article 2(2)(a) may be required to fill out a declaration of interests.

## **Article 9 - Rights and obligations of trainees**

1. Trainees are required to follow the instructions given by their supervisors and by the management of the hosting unit to which they are assigned. They must also comply with these rules and the internal rules governing the functioning of ECHA, 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.
2. Trainees must complete all work assigned to them and take part in all activities organised for them, respecting the established deadlines and timetables.
3. During their traineeships, trainees must consult their supervisors and the management of the hosting unit or, where appropriate, the [Traineeship Office](#) on any action they propose to take on their own initiative relating to ECHA's activities.
4. Trainees must behave with integrity and courtesy in accordance with [ECHA's Code of good administrative behaviour](#). Trainees shall also 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, disclose to any unauthorised person any document or information not already made public. They continue to be bound by this obligation after the end of their traineeship. ECHA reserves the right to terminate the traineeship and to take

legal action against any person who does not respect this obligation.

5. During the traineeship trainees cannot engage in or carry out any professional activity which might be incompatible with carrying out their tasks during their traineeship at ECHA (i.e. shall not work simultaneously for private companies, stakeholder organisations, chemicals legislation oriented consultancies, law firms, etc.). If a trainee is engaged under Article 2(2)(a) as a private sector employee trainee, he/she must be on unpaid leave or on secondment without pay. The tasks assigned to private sector employee trainees must be such that he/she cannot be placed in a position of conflict of interest. In accordance with ECHA's policy on the prevention of conflicts of interest, if at any time in the course of his/her duties a trainee becomes aware of any potential or likely conflict of interest, he/she must immediately inform his/her immediate supervisor who will determine the action to be taken.

Before engaging in outside activity during the traineeship that may be considered to have occupational character or goes otherwise beyond what can be reasonably considered a leisure activity, the trainee must ask permission from the [Traineeship Office](#).

6. Trainees must respect the same rules for contacts with the public in general and especially the press as other ECHA staff and follow the guidelines provided. Trainees cannot, either alone or with others, publish or cause to be published any matter dealing with the work of ECHA without the written permission of the Agency. Such permission is subject to the conditions in force for all ECHA staff. ECHA retains all intellectual property rights or other rights as may be in the work or other contributions produced in the context of the traineeship by the trainee.

7. Trainees may participate in learning and development activities organised by ECHA if:

- there are places available on activities organised for the statutory staff,
- their participation does not affect the budget for such activities,
- the participation is in line with the overall objectives of the traineeship scheme and
- the activity is relevant for the tasks to which they have been assigned.

8. At the end of their traineeship, trainees must submit to their supervisor a report, outlining their activities during the traineeship period. The supervisor or trainee shall forward this report to the [Traineeship Office](#) together with the supervisor's own report on the trainee. Trainees who have completed the minimum required traineeship period will receive, after their traineeship period, a certificate specifying the dates of their traineeship and the department in which they were assigned together with performed tasks.

## Article 10 – Absences

1. Trainees have the same hours of work and the same official public holidays as ECHA's staff. They benefit from flexitime arrangements on the same conditions as staff members.

2. Where the duration of the traineeship is three (3) months or more, trainees are entitled to two (2) days leave per month. This entitlement is acquired pro rata of the months worked counted from the first day of the month. Days of leave not taken during the traineeship period are not reimbursed.

3. In the event of sickness, trainees must notify their supervisor, unit secretary and [Traineeship Office](#) immediately; if the absence is more than three (3) days they must produce a medical certificate, indicating the length of absence. Trainees are entitled to maximum 6 days of sick leave without medical certificate during the six (6) months traineeship.

4. If trainees are absent without justification or without notifying their supervisor or the hosting unit, the [Traineeship Office](#) instructs the trainee by e-mail to immediately report to the unit to which they are assigned. The trainee must provide an adequate justification for his/her unauthorised absence. The days of unjustified absence are automatically deducted from the trainee's leave entitlement as set in the second paragraph. If this is not possible, a corresponding deduction shall be made to the traineeship grant on pro rata basis.

The Director of Resources may decide, following examination of the justification given, or if no justification is received, to terminate the traineeship without further notice. In this case, the trainee is not entitled to a contribution towards their travel expenses as set out in Article 12 below.

### **Article 11 – Grants**

1. Trainees referred to in Article 2(2)(a) and 2(2)(b) will be awarded a monthly grant. The amount of the grant is equal to 25% of the basic salary of a temporary agent of grade 5 step 1. The number of grants awarded depends on the funds available.
2. Trainees receiving a grant from another source or any other maintenance allowance are not entitled to a maintenance grant from ECHA unless the amount they receive is less than the maintenance grant indicated above, in which case they receive an amount that will bring their income up to the level of the maintenance grant. Before the start of the traineeship under Article 2(2)(a), trainees on unpaid leave or on secondment without pay are required to provide a declaration of expenses and allowances signed by their employer.
3. Upon presentation of proper justification, trainees with a disability may receive a supplement to their grant equal to a maximum of 50% of the amount of the grant. ECHA may consult the medical advisor of the Agency on the disability.
4. In case of overpayment, any amounts due will be recovered.

### **Article 12 - Travel expenses at the beginning and end of the traineeships**

1. Trainees, who receive a grant pursuant to Article 11 and where the geographical distance between their place of residence, as stated in the traineeship contract and the seat of the Agency is more than 200 km, are entitled to a contribution towards the travel expenses incurred at the beginning and end of the traineeships with regard to the journey from, and back to, their place of residence as contained in their traineeship contract.

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 [Traineeship Office](#) about any change of their place of residence prior to the start of the traineeship.

2. This 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 ECHA, according to the rules applicable to staff taking up employment in the Agency ([Staff Regulations](#), Annex VII, Article 7, paragraph 2).

If the trainee who receives a grant has his/her place of residence outside the territories of the Member States of the European Union, the European Economic Area (EEA) or of candidate countries benefiting from a pre-accession strategy, the allowance is calculated

based on the geographical distance between Helsinki and Brussels.

Requests for the contribution to travel costs can be submitted to the [Traineeship Office](#) within one (1) month after the final day of the traineeship. The final payment to the trainee will be made within 30 days from submitting the necessary documents to the [Human Resources unit](#).

3. By way of derogation from paragraph 1, a trainee who leaves ECHA to a place other than his place of residence at the end of the traineeship is entitled to a flat-rate payment for the travel expenses to that new place under the conditions laid down in paragraph 2. However, this flat-rate payment may not be higher than the amount that would have been paid had the trainee returned to his or her place of residence.

4. ECHA reserves the right to ask for a document supporting the amount requested in the request for contribution at any time.

5. The trainee must complete a minimum of three (3) months of the traineeship period to qualify for the return travel allowance.

6. Any deviation from the rules set out in this Article requires prior agreement from the [Traineeship Office](#).

### **Article 13 - Individual missions**

1. In exceptional cases only, the Director of Resources may, on a justified request from the Head of Unit of the hosting unit grant authorisation for a trainee to be sent on mission.

2. This authorisation entitles trainees to reimbursement of mission expenses and a *per diem* payment in accordance with relevant provisions of the [Staff Regulations](#).

### **Article 14 - Tax arrangements**

Trainees are solely responsible for the payment of any taxes due on traineeship grants by virtue of the laws in force in the State concerned. Upon request, the [Human Resources unit](#) at ECHA will provide a certificate for tax purposes at the end of the traineeship period. This certificate states the amount of grant received during the traineeship period. Grants awarded to trainees are not subject to the special tax regulations applying to officials and other servants of the European Union.

### **Article 15 - Sickness and accident insurance**

1. Trainees do not benefit from sickness insurance cover under the [Staff Regulations](#). Before the start of their traineeship trainees must provide evidence that they are covered in the event of illness or accident by a national social security scheme or a private insurance policy and that the said scheme or policy will cover medical expenses incurred in Finland. Sickness insurance is compulsory.

2. During the traineeship and individual missions, trainees are insured against the risk of accident on the same terms as persons in ECHA who are not covered by the [Staff Regulations](#).



## Article 16 - Interruption and termination of training and sanctions

1. At a written request of the trainee, the Head of the Human Resources Unit may, after consulting the supervisor and the Head of Unit of the hosting unit, authorise an interruption of the traineeship for a given period. The maintenance grant shall then be suspended, and the trainee is not entitled to reimbursement of the travel expenses incurred during that period. The trainee may return to complete the unfinished part of the training remaining up to the end of the traineeship period.

2. If a trainee wishes to terminate his/her traineeship earlier than the date specified in the contract, a written request must be submitted by the trainee to the [Traineeship Office](#). This request must be submitted at least three (3) weeks in advance of the new termination date foreseen, after a prior consultation of the supervisor and the Head of Unit of the hosting unit. Trainees may only terminate their contract on the last day of the month or 15th of a month. Where the trainee received a grant for a whole month but terminates the traineeship at the 15th of that month, the trainee must reimburse the equivalent part of the grant to the Agency. In case of termination of the traineeship by a trainee before the three (3) months from starting date the trainee is not entitled to receive a traineeship certificate from ECHA.

3. The Agency reserves the right to terminate the traineeship at any time if the conduct or performance of the trainee does not prove satisfactory, if his/her language knowledge is insufficient for the performance of his/her duties, if he/she breaches his/her obligations under these rules, or 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. The traineeship may be terminated following a justified request by the management of the hosting unit to which the trainee is assigned to the [Traineeship Office](#) and where this request is approved by the Director of Resources.

4. In the event of termination for any of the above reasons, the trainee must reimburse any overpayment of the grant to the Agency and the trainee is not entitled to receive the contribution of the Agency towards the travel expenses at the end of the traineeship.