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Administrative Act concerning the Traineeship at EFSA

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SCOPE OF DOCUMENT

In the framework of continuous improvement, the current Executive Director's Decision of 17/11/2022 regarding the Traineeship scheme should be revised to allow trainees to appear as co-authors of EFSA scientific outputs.

In particular, Article 7 is amended to:

- allow trainees with a valid Declaration of Interests to appear as co-authors of EFSA scientific outputs;
- introduce an obligation for an ad hoc submission of a Declaration of Interests by trainees proposed as co-authors of EFSA scientific outputs.

DESCRIPTION

The Decision of the Executive Director on the Traineeship at EFSA lays down the rules governing the traineeship scheme at EFSA.

REFERENCES

Rules governing the official Traineeship Scheme of the European Commission (Commission Decision of 2.03.2005)



Table of contents

TITLE 1 - TRAINEESHIP SCHEME3
Article 1 - General3
Article 2 - Eligibility4
Article 3 - Status4
Article 4 - Duration4
Article 5 - Selection procedure.....5
Article 6 - Required documents.....5
Article 7 - Rights and obligations of trainees.....6
Article 8 - Working hours7
Article 9 - Absences7
Article 10 - Maternity Leave7
Article 11 - Grants8
Article 12 - Travel expenses8
Article 13 - Missions9
Article 14 - Sickness and accident insurance9
Article 15 - Tax arrangements9
Article 16 - Interruption of traineeship and sanctions9
Annex I 11



DECISION OF THE EXECUTIVE DIRECTOR OF THE EUROPEAN FOOD SAFETY AUTHORITY ON THE TRAINEESHIP SCHEME AT EFSA

The Executive Director of the European Food Safety,

Having regard to the Regulation (EC) No. 178/2002 of 28 January 2002 of the European Parliament and the Council laying down the general principles of food law, establishing the European Food Safety Authority (EFSA) and laying down procedures in matters of food safety¹, and in particular to Articles 26(2) (a) and (g) and Article 48 thereof, regarding the role of the Executive Director of the European Food Safety Authority²,

WHEREAS:

(1) it is necessary to draw up rules to govern traineeship organized by EFSA.

HAS DECIDED AS FOLLOWS:

TITLE 1 - TRAINEESHIP SCHEME

ARTICLE 1 - GENERAL

1. The traineeship scheme is mainly addressed to young university graduates, without excluding those who – in the framework of further professional education – have recently obtained a university diploma and are at the beginning of a new professional career.
2. The aims of the EFSA traineeship scheme are to:
 - provide an understanding and practical experience of the objectives of EFSA's role and work in the food safety area;
 - facilitate the entry into professional life of young university graduates;
 - promote the professional development of suitably qualified people in fields related to the work of EFSA;
 - create a pool of young people with first-hand experience of EFSA and its working methods, who will be better prepared to collaborate with EFSA in the future.

¹ OJ L 31, 1.2.2002, p. 1.

² In the present Decision also referred to as "the Authority" or "EFSA".



EFSA may organize, or be part of, a joint traineeship call with other European Agencies or Institutions to strengthen cooperation between hosting partners and provide young professionals with the opportunity to gain a diverse first-hand working experience.

The present rules shall apply in case of a joint call unless otherwise provided.

ARTICLE 2 - ELIGIBILITY

1. Candidates are selected from nationals of the Member States of the European Union, from EEA, EFTA³ States and from countries benefiting from a preaccession strategy⁴. However, a number of nationals of non-EU Member States are also accepted according to available resources.
2. Candidates must have completed the first cycle of a higher education course (university education) and obtained a full degree or its equivalent⁵ by the closing date for applications.
3. Candidates must have the linguistic competence necessary to fully participate in the work of EFSA. As English is the working language of EFSA, applicants must have at least a B2 level working knowledge of this language.⁶
4. A Traineeship will not be offered to applicants who have already been an EFSA trainee, who have ever been employed by EFSA in any capacity, who have worked for EFSA as an interim staff or intra-muros expert for more than six weeks. Candidates should inform EFSA of any change in their situation that might occur at any stage of the application process.

ARTICLE 3 - STATUS

Admission to a traineeship shall not in any way imply that trainees are permanently or temporarily employed by EFSA. It shall not entail any right or priority with regard to appointment or recruitment by EFSA.

ARTICLE 4 - DURATION

1. Traineeships shall last a minimum of five (5) months and a maximum of twelve (12) months. By way of derogation, in unforeseeable circumstances, that have a substantial impact on the objectives of the traineeship as stated in Article 1(2), EFSA reserves the right to propose an extension of the traineeship for a maximum period of six (6) months.
2. Without prejudice to the provisions of paragraph 1 above, the traineeship finishes automatically at the end of the time period stated in the Placement Offer.

³ European Economic Area – European Free Trade Association: <http://www.efta.int/about-efta>.

⁴ <http://ec.europa.eu/enlargement/policy/glossary/terms/preaccession-strategyen.htm>.

⁵ For minimum national qualifications required by the legislation in the country where the diploma was obtained, see Annex I.

⁶ B2 level as minimum level according to the Common European Framework of Reference for Languages. (CEFR): <http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>.



ARTICLE 5 - SELECTION PROCEDURE

1. EFSA selects trainees on the basis of the applications received with due regard to an appropriate balance of nationality and gender.
2. Successful candidates will typically have a background relating to the activities of EFSA. This includes also qualified candidates with an interest in any support function like business administration, legal, human resources and finance.
3. Candidates are requested to apply following the instructions in the Traineeship Call published on EFSA's website.
4. Applications submitted after the closing date shall be rejected.
5. Eligibility screening shall be performed by the Human Capital Services Unit against the criteria referred to in Article 2 of this Decision.
6. Applications of the eligible candidates shall be screened by the EFSA units hosting the trainees, on the basis of the information contained in the application form. Pre-selected candidates shall be assessed through the steps described in the Traineeship Call. On the basis of a proposal submitted by the EFSA Unit hosting the trainee, the Appointing Authority or the delegated Appointing Authority shall take the decision on offering the traineeship.
7. The selected candidate will receive a Placement Offer stating the assignment, starting date and duration of the traineeship, a copy of this Decision and the acceptance form with a list of documents he/she needs to provide, including:
 - copy of his/her identity card or passport;
 - degree submitted in the application.
8. If an application is unsuccessful, the candidate may re-apply for a subsequent EFSA Traineeship Call.
9. The retention of files by EFSA respects the applicable legal framework on the protection of individuals with regard to the processing of personal data.

ARTICLE 6 - REQUIRED DOCUMENTS

On the first working day in EFSA the trainee shall sign the Declaration concerning confidentiality, personal data protection, independence and a Declaration according to which the submitted supporting documents correspond to the originals. Where necessary, EFSA may nonetheless ask individual trainees to submit some or all originals of the submitted supporting documents in the course of the traineeship.



ARTICLE 7 - RIGHTS AND OBLIGATIONS OF TRAINEES

1. Trainees are placed under the responsibility of an Adviser. Each Adviser may be responsible for no more than one (1) trainee during the same period. The Adviser must supervise, guide and closely follow the trainee in his/her work.
2. At the end of the traineeship, the trainee and his/her Adviser must submit their respective Evaluation Reports to the Human Capital Services Unit.
3. The Human Capital Services Unit will provide a traineeship certificate stating the length of the traineeship period, the Department and the Unit of assignment.
4. Trainees shall be required to comply with the instructions given by the manager of the Unit to which they are assigned. They shall also comply with the rules laid down in this Decision and with the internal rules governing the functioning of EFSA, in particular the rules concerning working conditions, security and safety, unless otherwise specified by those rules.
5. Trainees must maintain confidentiality about all facts and information which come to their knowledge during the traineeship. They must not in any manner whatsoever disclose to any unauthorized person any document or information not already made public.

6. Trainees must not publish or have published, either on their own initiative or in collaboration with others, any matter dealing with the work of EFSA without informing in advance their respective line managers through the dedicated form.

Notwithstanding the first subparagraph, trainees must not publish or have published, either on their own initiative or in collaboration with others, any document concerning the activities of EFSA and relating to confidential facts or information, without written permission from the Executive Director. If, upon information provided in accordance with the first subparagraph, the line manager finds that the documents to be published or caused to be published relate to confidential facts or information, she/he shall inform the concerned trainee about the need to obtain written permission from the Executive Director.

Trainees must comply with the obligations laid down in this paragraph even after completion of the traineeship⁷.

7. Trainees may qualify as co-authors of EFSA scientific outputs provided that they have a valid Declaration of Interests in place. When a concerned trainee is proposed as co-author of an EFSA scientific output, he/she shall be subject to the independence requirements applicable to EFSA staff members as outlined in EFSA's Policy on Independence⁸, in the EFSA Executive Director Decision on Declarations of Interest⁹ and in the related Standard Operating Procedures and Working Instructions.

⁷ For the time period equivalent to the length of the traineeship.

⁸ mb170621-a2 – EFSA's Policy on Independence adopted by the EFSA Management Board on 21 June 2017, available online at https://www.efsa.europa.eu/sites/default/files/corporate_publications/files/policy_independence.pdf

⁹ Decision of the Executive Director on Declarations of Interest of 31 July 2014, EFSA/LRA/DEC/02/2014, available online at https://www.efsa.europa.eu/sites/default/files/corporate_publications/files/independencerules2014.pdf



8. Trainees may participate in EFSA internal training which is in line with the objectives of the traineeship and which are relevant for the tasks to which they have been assigned. Trainees may also participate in Unit or Team events upon agreement of the Adviser and/or Line Manager.
9. Trainees must respect the same rules for contacts with the press as other EFSA staff and follow the instructions provided.

ARTICLE 8 - WORKING HOURS

1. Trainees shall respect the same working time, the flexible working arrangements, and official public holidays as EFSA staff. To this respect, they shall complete their time tracking daily and submit their timesheet on a monthly basis.
2. Trainees shall neither be entitled to flexi leave nor to special leave.

ARTICLE 9 - ABSENCES

Trainees are entitled to two (2) days leave per month. Leave is managed under the same conditions that apply to EFSA staff.

1. In the event of illness / accident trainees have to notify their adviser and the EFSA Human Capital Services immediately. If absent for more than two consecutive calendar days, trainees shall provide a medical certificate indicating the possible length of absence. A trainee who is absent because of illness may be subject to medical checks in the interest of the service.
2. Any days of leave without justification or without notification to the Adviser are automatically deducted from the trainee's leave entitlement. If the trainee has no leave entitlement, a deduction will be made from the trainee's grant.
3. The Executive Director retains the right to terminate the traineeship without further notice, if the trainee is absent for more than 5 working days without any notification or proper justification. Any overpayment of the grant is to be reimbursed to EFSA. In this case, the trainee will not be entitled to receive the travel allowance.

ARTICLE 10 - MATERNITY LEAVE

1. A trainee who is pregnant shall be granted maximum maternity leave of twelve weeks, during which period she shall receive the grant as set out in Article 11 of these rules. The leave shall start not earlier than six weeks before the expected date of confinement as shown in a medical certificate, which must be provided to the Human Resources Specialist, and end not earlier than six weeks after the actual date of childbirth.
2. For health and safety reasons, a trainee who is pregnant must inform the EFSA Human Capital Services at the latest fifteen weeks before the expected date of confinement.



3. Maternity leave cannot go beyond the duration of the traineeship period.

ARTICLE 11 - GRANTS

1. Trainees shall be awarded a monthly maintenance grant. The amount of the grant shall be decided by the Appointing Authority on a yearly basis, on the basis of budget availability. The amount of the basic grant shall be indicated in the traineeship call.
2. The Appointing Authority reserves the right, upon budget availability, to align the amount of the monthly grant awarded to trainees selected under a traineeship call to the higher amount possibly established for a new traineeship call. When such an alignment is decided, the Appointing Authority shall also set out the applicable limits.
3. Upon presentation of the proper justification, to be assessed by the Head of the Human Capital Services in consultation with the EFSA Medical Advisor, disabled trainees may receive a supplement up to a maximum of 50% of the amount of their grant.

ARTICLE 12 - TRAVEL EXPENSES

1. EFSA shall pay a flat rate travel allowance to compensate for the expenses incurred to travel from the place of residence to EFSA and vice versa at the beginning and at the end of the traineeship.
2. The trainee must complete minimum half of the traineeship period stated in the Placement Offer, in order to qualify for the flat rate travel allowance for the journey back.
3. The reimbursement shall take place based on the table below: distance between the place of residence, as stated in the placement offer of the traineeship, and EFSA. No change to the place of residence shall be granted, once the placement offer has been sent, unless otherwise specified in the Call.

| Distance between the place of residence and EFSA | Contribution for the one way trip in Euros |
|---|---|
| 0 to 200 Km | 0 |
| 201 to 500 Km | 100 |
| 501 to 1000 Km | 150 |
| 1001 to 2000 Km | 200 |
| 2001 to 3000 Km | 250 |
| Over 3001 Km | 500 |



4. Distance is intended as the distance (one way) between the two locations as calculated by the website www.viamichelin.com (from the place of residence to EFSA) considering the recommended route.

The above listed contribution shall cover the one way trip between the place of residence and EFSA.

5. In case of joint traineeships with another EU agency or Institutions, the rules for the selection and the reimbursement of travel expenses will be specified in the joint call itself.

ARTICLE 13 - MISSIONS

The Head of the Unit or the Head of Department to which the trainee is assigned may grant authorisation for a trainee to be sent on mission. The authorisation to be sent on mission shall entitle the concerned trainees to reimbursement of mission expenses in accordance with EFSA rules.

ARTICLE 14 - SICKNESS AND ACCIDENT INSURANCE

1. Trainees shall enroll in a sickness insurance scheme and must provide proof that they are covered for the entire duration of the traineeship.
2. During the traineeship, the trainee is personally insured against the risk of accidents according to the EFSA insurance policy.

ARTICLE 15 - TAX ARRANGEMENTS

1. Grants awarded to trainees are not subject to the special tax regulations applying to officials and other servants of the European Union.
2. Trainees are solely responsible for the payment of any taxes and social security payments due on EFSA grants by virtue of the laws in force in the State concerned in which they are liable to pay income tax. The Human Capital Services will provide a certificate for tax purposes at the end of the traineeship period. This certificate should state the amount of grant received and relevant periods.

ARTICLE 16 - INTERRUPTION OF TRAINEESHIP AND SANCTIONS

1. Under exceptional circumstances, at the written request of the trainee stating the relevant reasons, the Appointing Authority after consultation of the concerned manager and the Head of Human Capital Services, may authorize an interruption of the traineeship for a given period. The grant is suspended, and the trainee is not



entitled to the reimbursement of any travel expenses during that period. The trainee may return to complete the unfinished part of the traineeship.

2. If a trainee wishes to terminate his/her traineeship earlier than the date specified in the Placement Offer, a written notification must be submitted by the trainee to the Traineeships office, upon agreement with his/her line manager. This notification, stating the relevant reasons, must be submitted as soon as possible and at the latest three (3) weeks in advance of the new termination date foreseen. Where appropriate, the trainee shall reimburse the equivalent part of the grant to EFSA.
3. Termination of a traineeship without respecting a three weeks' notice period is subject to authorization of the Head of the Unit to which the trainee has been assigned to. The official termination dates are the 15th or last day of the month. Where appropriate, the equivalent part of the grant must be reimbursed to EFSA.
4. If a trainee wishes to terminate his/her traineeship within the first 15 days of the traineeship, no grant will be given for the days he/she was present at EFSA. The trainee will not be eligible to the reimbursement of travel expenses.
5. The Authority reserves the right to terminate the traineeship at any time if the conduct or performance of the trainee does not prove satisfactory, if the trainee breaches his/her obligations under the rules laid down in this Decision, if the trainee has provided false statements or papers at the moment of application or during the traineeship period, if it becomes apparent that the trainee knowingly made wrongful declarations or if he/she does not comply with EFSA's rules concerning working conditions, security, safety and confidentiality.
6. In this case, the traineeship may be terminated by the Appointing Authority, following a justified request submitted by the concerned Head of Unit and approved by the Head of Human Capital Services.
7. The trainee shall reimburse any overpayment of the grant to EFSA and shall not be entitled to receive any travel allowance.



ANNEX I

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

| COUNTRY | UNIVERSITY LEVEL EDUCATION At least 3 years in length |
|-----------------|--|
| BELGIUM FR | Bachelor |
| BELGIUM NL | Bachelor |
| ČESKÁ REPUBLIKA | Diplom o ukončení Bakalářského studia |
| DANMARK | Bachelordgrad |
| DEUTSCHLAND | Fachhochschulabschluss (6-7 Semester) |
| EESTI | Bakalaureusekraad (<160 ainepunkti) |
| ESPAÑA | Diplomado / Ingeniero Técnico |
| FRANCE | Licence |
| ΕΛΛΑΔΑ | Δίπλωμα Α.Ε.Ι. (πανεπιστήμιο, πολυτεχνείο, Τ.Ε.Ι. υποχρεωτικής τετραετούς φοίτησης) |
| IRELAND / EIRE | Bachelor's degree |
| ITALIA | Laurea – L (breve) |
| ΚΥΠΡΟΣ/ | Πανεπιστημιακό δίπλωμα |
| LATVIJA | Bakalauradiploms (<160 kredīti) |
| LIETUVA | Bakalauras (<160 kreditas) |
| LUXEMBOURG | Diplôméd'Ingénieur technician |
| MAGYARORSZÁG | Főiskolai Oklevél |
| MALTA | Bachelor's degree |
| NEDERLAND | Bachelor |
| ÖSTERREICH | Fachhochschuldiplom (6-7 Semester) |
| POLSKA | Licencjat – Inżynier |
| PORTUGAL | Bacharelato |
| SLOVENIJA | Diploma o pridobljeni visokošolski strokovni izobrazbi |



| | |
|------------------------|---|
| SLOVENSKÁ REPUBLIKA | Diplom o ukončení Bakalárského štúdia |
| SUOMI / FINLAND | Kandidaatti/ Kandidatexamen Ammattikorkeakoulututkinto / Yrkeshögskoleexamen (min.120 opintoviikkoa) studieveckor) |