

European Union Agency for Network and Information Security

ED DECISION No 92/2018

OF THE EXECUTIVE DIRECTOR OF THE AGENCY

of 14 December 2018,

on the rules governing the traineeship programme at ENISA

**THE EXECUTIVE DIRECTOR OF THE EUROPEAN UNION AGENCY FOR NETWORK AND
INFORMATION SECURITY,**

Having regard to

- Regulation (EU) No 526/2013 of the European Parliament and of the Council of 21 May 2013 concerning the European Union Agency for Network and Information Security (ENISA);

Whereas

- It is necessary to draw up rules to govern the traineeship programme organised by ENISA;
- The rules governing this matter have to be adapted to a constantly evolving context;
- This Decision takes into account the new Seat Agreement between ENISA and the Hellenic Authorities that was signed on the 13th November 2018.

HAS DECIDED

Article 1

General

These rules govern the official traineeships scheme of ENISA. This scheme is addressed mainly to university graduates 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.

The aims of the official traineeship programme with ENISA are:

- To provide trainees an understanding of the objectives and activities of ENISA;
- To enable trainees to acquire practical experience and knowledge of the day-to-day work of ENISA;
- To enable trainees to put into practice knowledge acquired during their studies, or professional careers.

ENISA, through its official traineeship programme:

- Benefits from the input of enthusiastic graduates, who can give a fresh point of view and up-to-date academic knowledge, which will enhance the everyday work of the ENISA;
- Creates a pool of people with first-hand experience of and trained in procedures used in European institutions, who will be better prepared to collaborate and co-operate with the ENISA in the future;
- Creates long-term “goodwill ambassadors” for European ideas and values both within the European Union and outside.

Article 2

Eligibility

Trainees have to be nationals of the Member States of the European Union or the European Free Trade Association (EFTA). Candidates must have completed a university-level education of at least 3 years and obtained a full degree or its equivalent by the closing date for applications. For an indicative list of minimum national qualifications required by the legislation in the country where the diploma was obtained, see the website of EPSO at the following link (point 3.1 in the list applicable to the relevant Member State): <https://epso.europa.eu/documents/2392>.

In order for the trainee to fully profit from the traineeship and to be able to follow meetings and perform adequately, candidates must have very good knowledge of at least two EU languages, of which one should be the main working language of the ENISA (English).

Applicants are selected on the basis of a review of the CV and a phone or video interview which shall take into account the suitability of the person for the position and their qualifications. Regard will also be had to the maintenance of an appropriate geographical distribution of candidates.

Article 3

Status

Admission to the traineeship programme does not confer on trainees the status of other servants of the European Union nor does it entail any right or priority with regard to an appointment in the services of ENISA. Trainees can apply during their traineeship to ENISA open recruitment procedures.

Article 4

Organisation

- (a) Before each traineeship programme period the Executive Director determines the number and allocation of trainees on the basis of the funds available.

- (b) Trainees are allocated within ENISA as appropriate. During the traineeship, trainees may rotate within the agency or they may be involved in cross-Agency projects or be re-allocated to another position as agreed by management.
- (c) Trainees are placed under the responsibility of a mentor. The mentor must guide and closely follow the trainee during his/her traineeship.
- (d) The mentor must notify immediately the supervisor concerned and/or Human Resources of any significant incidents occurring during the traineeship (in particular professional incompetence, absences, sicknesses, accidents, bad behaviour, or interruption of the traineeship), which come to his/her attention, or of which the trainee has informed him/her.
- (e) 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 their area of work at a level corresponding to their professional and academic background. Subject to the approval of their mentor and providing it does not conflict with the accomplishment of the tasks assigned to them, they are entitled to attend meetings outside of their area of work, unless these meetings are restricted or confidential.

Article 5

Duration of the traineeship programme

- (a) Traineeship periods last at least three and at most twelve months. ENISA will advertise the requirements for trainees as the need arises. The number of trainees for each intake will be confirmed and can vary.
- (b) In addition, the Agency may decide on an additional trainee intake for special projects. The timing and duration of a special intake as well as the number of trainees and their allocation will be determined by the Agency as needed. The application and selection process is the same as for the intakes described in Article 5(a) of this Decision.
- (c) Traineeship periods are initially offered for a period of six months with the option reserved to the Agency to extend the traineeship for a further six months. Trainees will be notified no less than one month in advance if they are to receive an extension to their traineeship of six months. The maximum total duration of a traineeship is twelve months. Where no renewal is indicated, the traineeship shall terminate at the end of six months.
- (d) Traineeship periods may not be repeated or extended beyond the maximum length laid down in these rules.

Article 6

Admission

- (a) Applications should be made in accordance with the procedures established by ENISA. All necessary instructions are published on the ENISA Website.
- (b) If an application is unsuccessful a candidate may re-apply for a subsequent traineeship programme. It is, however, necessary to submit a new application. ENISA does not keep applicants' files from one intake to another.

Article 7

Selection procedure

- (a) ENISA makes its selection of trainees on the basis of the applications received. Candidates who are offered a traineeship will be required to provide documented evidence of the qualification referred to in Article 2 of this Decision prior to starting the traineeship.
- (b) Successful candidates will typically have a background relating to the activities of ENISA. Qualified candidates with an interest in any support function (for example information technologies, legal affairs, internal audit, internal and external communication, human resources, budget, accounts, infrastructure services, document management, facility management, project management and meeting management) are welcomed too. Any candidate who meets the minimum eligibility criteria may apply.
- (c) Candidates can be contacted over the phone by ENISA to check availability and to discuss expectations prior to the final selection decision.
- (d) The Executive Director makes the final selection of applicants on the basis of the proposals / recommendations submitted to HR by the proposed mentor or supervisor.
- (e) Successful applicants are informed by letter, in duplicate, of the dates of the traineeship period. A copy of these rules is enclosed with the letter.
- (f) The selection of trainees is confidential.

Article 8

Rights and duties of trainees

- (a) Trainees shall be required to comply with the instructions given by their mentors, by their supervisors and with the instructions issued by Human Resources. They must also comply with the rules governing the traineeship programme and the internal rules governing the functioning of ENISA, in particular the rules concerning security and confidentiality.
- (b) Trainees must take part in all activities organised for them, respecting the timetables and programs laid down.
- (c) During their traineeship programme, trainees must consult their mentors, or supervisors on any action they propose to take on their own initiative relating to ENISA's activities.
- (d) In line with ENISA's Code of Conduct, 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. ENISA reserves its legal right to terminate the traineeship and to pursue any person who does not respect this obligation. Trainees will continue to be bound by this obligation after the end of their traineeship.
- (e) Any conflicts of interest must be disposed of prior to the start of the traineeship. Trainees may be required to make a declaration of interest upon starting their traineeship.
- (f) Upon leaving, during the time period equivalent to the length of the traineeship, trainees may be requested to inform ENISA of any occupational activity, paid or unpaid, they engage in. Within 45 working days from the date of the trainee's request for engaging in an occupational activity, the Agency will communicate any objection or concerns to the Trainee regarding his/her request. No reaction from the Agency after 45 working days implies tacit agreement to the occupational activity stated in the request.

- (g) 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 or non-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 mentor, to their supervisors, and to Human Resources in writing.
- (h) Trainees must respect the same rules for contacts with the Press and social media as other ENISA staff and follow the instructions provided. ENISA reserves the right to terminate the traineeship and to pursue any person who does not respect this obligation.
- (i) Trainees must not, either alone or with others, publish or cause to be published any matter dealing with the work of ENISA without the written permission of the relevant services. Human Resources will provide specific instructions on how to obtain such permission and should receive a copy of those permissions together with a copy of any publication (including thesis) or article published. Such permission is subject to the conditions in force for all ENISA staff. All rights, for any articles or other work done for the Agency, are the property of the Agency.
- (j) At the end of their traineeship programme, trainees must submit to their mentors a report on their activities during the training period. The mentors will then forward this report to Human Resources who may add elements to this report as appropriate. Trainees receive, at the end of their traineeship programme, a certificate specifying the length of the traineeship programme and the division to which they were attached.
- (k) Trainees must carefully record their activities and their daily working hours from the first day up to the final day of service.

Article 9

Absences

- (a) Working time arrangements of the Agency apply to trainees. Trainees are entitled to 2 days leave per month. This entitlement is acquired pro rata to the months worked. Days of leave not taken are not paid in lieu. Days for trips and visits organised by ENISA are not deducted from this entitlement. Trainees are not permitted to take special leave, except for exam days (a maximum of 3 days per traineeship) and a maximum of 3 days for serious family situations. Trainees should not take flexi leave or swap ENISA holidays with working days. Human Resources and the supervisors concerned oversee that the above rules are respected. Leave requests should respect the needs of the Service. Absences have first to be approved by the supervisor concerned.
- (b) In case of sickness, trainees must notify their supervisor and Human Resources immediately, and if absent for longer than three calendar days, must produce a medical certificate, indicating the probable length of absence, which must be forwarded to Human Resources. A trainee who is absent because of illness may be subject to medical checks in the interest of the service.
- (c) When trainees are absent without justification or without notifying their mentor and the supervisor concerned, Human Resources may decide to immediately terminate the traineeship without further notice. Any overpayment of the grant is to be reimbursed to ENISA. The trainee will also not be entitled to receive the travel allowance.

Article 10

Maternity leave

- (a) 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 Human Resources, and end not earlier than six weeks after the actual date of childbirth.
- (b) For health and safety reasons, a trainee who is pregnant must inform Human Resources at the latest fifteen weeks before the expected date of confinement.
- (c) Maternity leave cannot go beyond the duration of the traineeship contract.

Article 11

Grants

- (a) Trainees will be awarded a monthly grant of €1100.
- (b) Grants awarded to trainees are not subject to the special tax regulations applying to officials and other servants of the European Union.
- (c) Trainees are exempt from national taxes on the monthly grant, as well as compulsory contributions to the national social security organisations of the Hellenic Republic for the duration of their traineeship.
- (d) The amount of the grant may be reviewed during the traineeship. The grant is dependent on budgetary constraints.
- (e) If the trainee terminates his/her contract 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.
- (f) 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. Human Resources may consult the medical service of ENISA if necessary.

Article 12

Travel expenses of the beginning and end of the traineeship programme

- (a) Trainees who receive a grant, whose place of recruitment at the beginning of the traineeship programme is not Heraklion, Crete or Athens are entitled to compensation for the travel expenses incurred at the beginning and end of the training as determined under this article. The trainee is responsible for informing Human Resources immediately of any change of address.
- (b) The trainee must complete a minimum of three months of the training period to qualify for the travel allowance. Trainees whose place of recruitment is less than 150 km from the place of employment are not entitled to a travel allowance.
- (c) The postal address used in ENISA's traineeship contract awarding the traineeship shall be considered to be the place of recruitment.
- (d) Travel expenses for the inward journey and for the outward journey are compensated.

- (e) Unless specific provision is made to the contrary, where the place of recruitment is outside the European territory of a Member State, travel expenses shall be reimbursed only from the point in the European territory of a Member State, which is nearest to the place of recruitment.

Article 13

Individual missions

- (a) In exceptional cases only, the supervisor concerned may, on a request from the mentor concerned stating the grounds, grant authorization for a trainee to be sent on mission.
- (b) This authorization entitles trainees to reimbursement of mission expenses in accordance with the Staff Regulations of officials and other servants of the European Union.

Article 14

Insurance

- (a) ENISA does not provide social or health insurance to trainees.
- (b) Trainees are responsible for their own social and health insurance coverage. Trainees will have to provide to ENISA proof of social and health insurance coverage for the duration of the traineeship period.
- (c) Trainees are not covered by the national social security system of the Hellenic Republic, but may voluntarily join the national social security system. In such a case, the costs of the social security contributions shall be borne by the trainee.
- (d) During the traineeship programme a trainee is insured against the risk of work related accidents on the premises of ENISA on the same terms as other employees who are not covered by the Staff Regulations.

Article 15

Interruption and termination of training and sanctions

- (a) Under exceptional circumstances, at the written request of the trainee stating the relevant reasons and with proper justification, the Head of Human Resources may, after consultation with the supervisor concerned, authorise an interruption of training for a given period. The grant is then suspended and the trainee is not entitled to reimbursement of any travel expenses incurred during that period. The trainee may return to complete the unfinished part of the training, but only up to the end of the same traineeship period. No extension is possible.
- (b) 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 Human Resources for approval. The request should state the relevant reasons and must be submitted at least three weeks in advance of the new termination date. The trainee must submit the request to Human Resources via his/her mentor and the supervisor concerned. Trainees may only terminate their contract on the 1st and 16th of the month. Where appropriate, the equivalent part of the grant must be reimbursed to ENISA.
- (c) The traineeship programme shall end when the period for which it was awarded expires.

- (d) Trainees must exercise their duties and behave with integrity, courtesy and consideration. If the conduct of the trainee does not prove satisfactory, Human Resources, in response to a reasonable request by the mentor and approved, after hearing the trainee, by the supervisor concerned, may at any moment decide to terminate the traineeship. Human Resources, following a justified request by the mentor and approved by the supervisor 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. Human Resources 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.
- (e) Following the completion of the traineeship period, and where requested, a trainee following the provision of the appropriate reports to ENISA will be provided with a certificate specifying the dates of the traineeship period and details of the area in which they worked during the traineeship.

Article 16

Data protection

ENISA ensures that the applicants' personal data are processed as required by Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (Official Journal of the European Communities, L 8 of 12 January 2001).

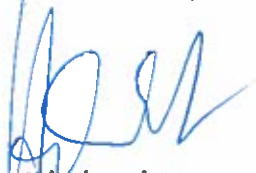
Article 17

Final provisions

The previous ED Decision 10/2018 of 13th February 2018 on the Rules governing the official traineeship programme at the ENISA is hereby repealed.

This decision shall enter into force on the date of its signature.

Done at Heraklion, 14 December 2018

A handwritten signature in blue ink, appearing to read "Udo Helmbrecht".

Udo Helmbrecht
Executive Director