



EUROPEAN CENTRAL BANK
EUROSYSTEM

ECB-PUBLIC

DECISION OF THE EUROPEAN CENTRAL BANK

of 4 August 2015

**on the rules governing the traineeship programme of the European Central Bank, and repealing
Decision ECB/2010/NP4
(ECB/2015/NP13)**

THE EXECUTIVE BOARD OF THE EUROPEAN CENTRAL BANK,

Having regard to the Statute of the European System of Central Banks and of the European Central Bank, and in particular Article 11.6 thereof,

Whereas:

- (1) Traineeships at the European Central Bank (ECB) promote European integration and European citizenship by providing recent graduates and postgraduate students with an opportunity to put into practice knowledge they acquired during their studies and by providing them with insights into the ECB's activities and operations.
- (2) By offering a traineeship programme, the ECB benefits from the current state of academic research and the enthusiasm and new ideas that trainees bring to the ECB.
- (3) A traineeship at the ECB enables those concerned to contribute to the ECB's mission, making them 'goodwill ambassadors' for the ECB's mission and values.
- (4) By providing for external assignments for trainees at national competent authorities (NCAs), where relevant, and, in accordance with the terms of the Memorandum of Understanding on a framework for allocation of European Central Bank trainees involved in tasks related to the Single Supervisory Mechanism across national competent authorities (hereinafter the 'Memorandum of Understanding'), the traineeship programme enables trainees to gain insights into, and acquire practical knowledge and experience of, the working of the Single Supervisory Mechanism (SSM), in particular of the joint supervisory teams (JSTs).

HAS ADOPTED THIS DECISION:

Chapter 1 - Definitions, purpose and administration

Article 1

Definitions

1. For the purposes of this Decision the definitions contained in Article 2 of Regulation (EU) No 468/2014 of the European Central Bank of 16 April 2014 establishing the framework for cooperation within the Single Supervisory Mechanism between the European Central Bank and national competent authorities and with national designated authorities (SSM Framework Regulation) (ECB/2014/17)¹ shall apply, unless otherwise provided for, together with the following definitions:
 - (1) 'JST coordinator' has the meaning given in Article 3(1) of Regulation (EU) No 468/2014;
 - (2) 'NCA sub-coordinator' has the meaning given in Article 6(2) of Regulation (EU) No 468/2014;
 - (3) 'Single Supervisory Mechanism' has the meaning given in point (9) of Article 2 of Council Regulation (EU) No 1024/2013 of 15 October 2013 conferring specific tasks on the European Central Bank concerning policies relating to the prudential supervision of credit institutions².

Article 2

Purpose of the traineeships

1. The purpose of traineeships at the ECB shall be to:
 - (a) provide trainees with practical knowledge of the working of the ECB and, where relevant, of the SSM, particularly in the case of external assignments, as referred to in Article 8;
 - (b) enable trainees to contribute to the ECB's tasks; and
 - (c) provide the opportunity to trainees to acquire practical experience and to put into practice the knowledge they have acquired during their studies.
2. The tasks assigned to trainees shall be consistent with the purposes referred to in paragraph 1.
3. Admission to a traineeship shall neither confer on a trainee the status of member of staff of the ECB nor shall it entitle them to be subsequently appointed to a position at the ECB. Similarly, an external assignment at a host NCA, as referred to in Article 8, shall neither confer on a trainee the status of member of staff of the host NCA, nor shall it entitle them to be subsequently appointed to a position at the host NCA.

¹ OJ L 141, 14.5.2014, p. 1.

² OJ L 287, 29.10.2013, p. 63.

*Article 3***Administrative responsibility**

1. Each trainee shall be placed under the responsibility of a line manager or, if the traineeship includes one or more external assignments as referred to in Article 8, of a JST coordinator in the business area of the ECB to which they are assigned (hereinafter the 'host business area'), under whose direction they carry out their tasks, as referred to in Article 2(2).
2. The Directorate General HR, Budget and Organisation of the ECB (hereinafter 'DG/H'), shall be responsible for monitoring the implementation of the Rules set out in this Decision (hereinafter 'these Rules'). Authority shall be conferred on the Director General of DG/H to, where necessary, further define these Rules and publish such specifications as are necessary on the ECB's website. The Director General or Deputy Director General of DG/H shall be responsible for granting derogations and taking decisions under these Rules, with the exception of requests for absences pursuant to Article 9(2), which shall be decided by:
 - a) the relevant line manager; or
 - b) where the traineeship includes one or more external assignments as referred to in Article 8:
 - i) the relevant JST coordinator during the trainee's period at the ECB; and
 - ii) the relevant NCA sub-coordinator during an external assignment at a host NCA. In such case, the NCA sub-coordinator shall inform the relevant JST coordinator of such requests.

Chapter 2 - Admission and selection*Article 4***Conditions of admission**

1. At the closing date for applications, trainees shall:
 - (a) be 18 years of age or older;
 - (b) have a thorough knowledge of English and a good knowledge of another official language of the Union;
 - (c) be nationals of Member States of the Union or of acceding States;
 - (d) have completed a first cycle qualification evidenced by a full degree or its equivalent, and:
 - (i) be enrolled in a post-graduate course or training leading to an additional qualification, or
 - (ii) since obtaining their most recent qualification, have spent no more than six months as a trainee, and have no more than twelve months' professional experience;
 - (e) not have been a trainee at the ECB or have worked for the ECB as a member of staff, a member of agency staff or in under any other contractual arrangement since obtaining their most recent qualification.

2. Derogations from points (c) and (d) may be authorised in the event of organisational need, in accordance with Article 3(2).

Article 5

The application process

1. Applicants shall submit their applications via the ECB's website, in response to a vacancy notice setting out:
 - (a) the host business area;
 - (b) the main tasks to be performed by the trainee;
 - (c) a description of the educational and other qualifications required or desired;
 - (d) the duration of the traineeship;
 - (e) external assignments, if any, as referred to in Article 8;
 - (f) the closing date and the submission channel for applications; and
 - (g) the application procedure.
2. On the basis of an applicant's written application and, where applicable, their interview and/or tests, the host business area, together, as appropriate, with one or more observers of the host NCAs in which an external assignment as referred to in Article 8 may be carried out, shall identify suitable applicants for a traineeship taking into account the applicant's merits, the specific needs laid down in the vacancy notice, the host business area's planned activities and, where appropriate, the diversity of gender and/or nationality.
3. All applicants shall be informed in writing of the decision taken on their application.
4. Successful applicants shall receive a letter confirming: a) the start and end dates of the traineeship; b) their host business area; and c) where applicable, any external assignments as referred to in Article 8. Successful applicants shall also receive an electronic copy of this Decision, and, if the traineeship includes one or more external assignments as referred to in Article 8, a copy of the Memorandum of Understanding.
5. Unsuccessful applicants may apply for other traineeships by submitting new applications. Applicants who are assessed as suitable but for whom a traineeship is not immediately available may be placed on a reserve list valid for 12 months from the closing date for receipt of applications.

Article 6

Submission of documents

1. Prior to commencing their traineeship, successful applicants shall provide the following documents:
 - (a) an extract from their police record or a copy of their criminal record, the fully completed security clearance self-declaration and the completed consent form for security clearance;
 - (b) a medical certificate confirming that they are fit from a health point of view to carry out the traineeship;
 - (c) a copy of their most recently obtained qualification;

- (d) a declaration by the trainee indicating whether or not they will receive a payment comparable to the traineeship grant or the reimbursement of travel expenses from a party other than the ECB for any part of the traineeship and, if so, the amount thereof;
 - (e) proof of cover under a medical insurance policy or notice that they do not have such cover;
 - (f) a signed copy of the letter confirming the start and end dates of the traineeship, the host business area and, where applicable, any external assignments as referred to in Article 8;
 - (g) written acknowledgement of the terms of the Memorandum of Understanding in case of external assignments as referred to in Article 8.
2. The ECB may at any time request the originals of the abovementioned documents or other relevant documents.
 3. The processing of personal data by the ECB is governed 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 data by the Community institutions and bodies and on the free movement of such data³.

Chapter 3 - Traineeship period

Article 7

Duration of traineeships

1. The initial duration of the traineeship shall be between three to six months.
2. The duration of the traineeship may be extended once, up to a maximum of 12 consecutive months in total, taking into account the opportunities for further learning, the contributions of the trainees and the planned activities of the host business area. Extensions shall be offered to the trainee in writing at least two weeks prior to the expiry of the initial duration of the traineeship.
3. Notwithstanding paragraphs 1 and 2, traineeships for the maximum total duration of 12 consecutive months may be offered from the outset where one or more external assignments as referred to in Article 8 is included.
4. The trainee may, via their line manager, submit to DG/H with supporting documentation a reasoned request in writing to interrupt the traineeship for a minimum period of two consecutive weeks and a maximum total period of three months for compelling reasons related to their studies or other exceptional circumstances.
5. If a traineeship is interrupted, the traineeship grant shall be suspended for that period and expenses incurred during the period of interruption shall not be reimbursed. Trainees to whom the ECB provides medical insurance may apply to remain covered under the terms laid down in Article 17, provided that they pay in advance the full insurance contribution, including the ECB's contribution. If the interruption is for a period of at least one consecutive month, trainees may, via their line manager or, in the event that the traineeship includes one or more external assignments,

³ OJ L 8, 12.1.2001, p. 1.

via their JST coordinator, request an extension of the traineeship for the duration of the interruption.

Article 8

External assignments

1. In accordance with the terms of the Memorandum of Understanding, trainees may undertake external assignments at one or more host NCAs, provided that such host NCA is a party to the Memorandum of Understanding. Subject to respect for the maximum 12-month total duration of the traineeship laid down in Article 7, in such cases, the beginning and end of the traineeship shall be spent at the ECB, and the combined duration of those periods shall be at least equal to the longest external assignment at a host NCA with which a trainee is placed. The initial period spent at the ECB shall be at least one month. If deemed appropriate, the ECB may decide to end an external assignment at a host NCA prior to the date initially agreed.
2. Subject to Article 3(1), when a traineeship includes one or more external assignments, the trainee concerned shall be attached to the relevant JST during their stay at the ECB and at the host NCAs.
3. Trainees may not be placed for external assignments with host NCAs in which they have previously been a trainee or worked as a member of staff or a member of agency staff or under any other contractual arrangement since obtaining their most recent qualification.
4. These Rules shall apply to trainees during their external assignments at host NCAs. Any specific rights and obligations of the trainees during their external assignment at host NCAs shall be specified, as appropriate, in the Memorandum of Understanding.

Article 9

Attendance and absences

1. Trainees shall perform their tasks during the standard working hours of the host business area or, in case of external assignments as referred to in Article 8, of the host NCA.
2. Two and a half days of absence shall be granted for each completed month of the traineeship, the approval of which shall depend on the needs of the service.

Days not taken during the traineeship shall not be paid in lieu. Additional absences shall result in a deduction in the traineeship grant based on a standard 21 working-day month with one day's justified absence being equivalent to one day's payment.
3. In the event of illness or accident, trainees shall notify the designated person(s) as referred to in Article 3(2)(a) and (b) immediately and, where necessary, provide their contact details. If absent for more than two consecutive working days, trainees shall provide to DG/H a medical certificate indicating the probable length of absence.

The medical certificate shall indicate the date on which the illness commenced and the date on which it is expected to end. A single medical certificate may certify an absence of up to a maximum of six weeks in duration. A trainee who is absent because of illness may be subject to a medical examination as requested by the ECB's Medical Adviser.

4. Trainees who are absent without justification or without notifying the designated person(s) as referred to in Article 3(2)(a) and (b), shall be sent a notification in writing requesting them to either immediately provide a proper justification or to resume their activities within a week of receipt of that notification. After the expiry of this deadline, a decision may be made, following due consideration of any justification put forward by the trainee for the absence concerned, to terminate the traineeship with immediate effect.

Article 10

Termination of the traineeship

1. A traineeship shall end when the period for which it is awarded or extended has expired.
2. Trainees may terminate their traineeships at any time by submitting notice in writing to that effect two weeks in advance to DG/H.
3. The ECB may terminate a traineeship at any time by giving two weeks' written notice of termination where it establishes:
 - (a) that the trainee's language skills are unsatisfactory;
 - (b) contributions that have repeatedly been unsatisfactory; or
 - (c) a breach of obligations, including those laid down in the relevant framework referred to in Article 11(2).
4. In addition to the circumstance set out in Article 9(4), the ECB may terminate a traineeship with immediate effect if it establishes that the trainee has knowingly made false declarations, provided false statements or falsified or forged documents at the time of application or during the traineeship, or in other cases of gross misconduct.

Chapter 4 - Supervision of the traineeship

Article 11

Trainees' duties

1. On commencing their traineeships, trainees shall take advantage of the induction sessions and familiarise themselves with:
 - (a) the ECB's ethical framework, in particular the rules on professional secrecy, private financial transactions and conflicts of interest;
 - (b) the ECB's values;
 - (c) the internal rules governing the functioning of the ECB as laid down in the Business Practice Handbook, in particular the rules on the management and confidentiality of documents, on health and safety, on physical and information system security and the use of IT facilities, internet, telephones and fax equipment.
2. At all times during the traineeships, trainees shall:

- (a) comply with these Rules, the rules and regulations referred to in paragraph 1 and the instructions given to them;
- (b) carry out their tasks in line with the purpose of the traineeship as referred to in Article 2;
- (c) not jeopardise the ECB's reputation, independence and impartiality.

In addition, during external assignments at host NCAs as referred to in Article 8, trainees shall comply with the internal rules of the host NCA with which they are placed, such as rules concerning professional secrecy and confidentiality. Such internal rules shall be made available by the relevant host NCA at the start of each external assignment.

3. In the event that trainees consider that the instructions and tasks given to them are not consistent with the purpose of the traineeship, they shall inform the designated person(s) under Article 3(1). Should no action be taken by the latter, trainees shall report this in writing to DG/H which shall decide on the appropriate follow-up.
4. On completion or termination of the traineeship, trainees shall continue to be bound by the rules of professional secrecy.
5. All rights in respect of any writings, inventions or other works produced by trainees during their traineeship shall automatically be vested in the ECB, except for the right for such work to be properly attributed or credited. Trainees may seek prior permission to use such work for their own benefit.

Article 12

Management duties

1. Line managers, or JST coordinators where the traineeship includes one or more external assignments, shall ensure guidance and mentoring of the trainees assigned to them.
2. Line managers, or JST coordinators where the traineeship includes one or more external assignments, shall pay attention to and, where appropriate, report any significant incidents or circumstances to DG/H which occur during the traineeship, in particular:
 - (a) absences, sicknesses, accidents, or interruption of the traineeship;
 - (b) unsatisfactory language skills;
 - (c) contributions that are repeatedly unsatisfactory;
 - (d) any breach of duties, gross misconduct and behaviour incompatible with the relevant framework referred to in Article 11(2);
 - (e) circumstances brought to their attention in accordance with Article 11(3).

Article 13

Traineeship certificates

Trainees may request from DG/H a letter of reference specifying the duration of the traineeship, the host business area and, where applicable, the external assignment(s). On request, the letter may also include the line manager's or, where the traineeship includes one or more external assignments, the JST

coordinator's assessment of the trainee's contributions, taking into account, where appropriate, feedback from the NCA sub-coordinator(s).

Chapter 5 - Financial and insurance matters

Article 14

Traineeship grant

1. Trainees shall be paid a monthly traineeship grant payable on the 15th calendar day of each month, as further specified on the ECB's website, taking into account the tasks to be performed by the trainee and the qualifications required for their performance as specified in the vacancy notice.
2. Trainees who are entitled to receive a payment comparable to the traineeship grant from a party other than the ECB during the traineeship shall, where such comparable payment as declared to DG/H under Article 6(1)(d) is lower than the traineeship grant, be entitled to receive the difference.
3. In the event of termination of the traineeship, trainees shall reimburse that part of the grant for the period of the traineeship that was not performed, including any days of unjustified absence under Article 9(4).

Article 15

Accommodation

1. Trainees whose place of recruitment is more than 50 kilometres from the ECB shall either be provided with accommodation or have their accommodation expenses reimbursed under the conditions and within the limits specified on the ECB's website.
2. At their request, trainees whose place of recruitment is less than 50 kilometres from the ECB shall be provided with accommodation under the conditions and within the limits specified on the ECB's website.
3. During external assignments as referred to in Article 8, trainees shall have their accommodation expenses reimbursed under the conditions and within the limits specified on the ECB's website.

Article 16

Travel expenses

1. Trainees whose place of recruitment is more than 50 kilometres from the ECB shall receive reimbursement for travel expenses incurred at the beginning and at the end of their traineeship, unless they are entitled to claim such travel expenses from another source.
2. Unless trainees are entitled to claim travel expenses from another source, the ECB shall reimburse travel expenses incurred in the context of an external assignment, provided that these relate to travel of more than 50 kilometres, under the conditions and within the limits specified on the ECB's website.

3. The ECB shall reimburse travel expenses incurred on the basis of the most convenient and economic way of carriage, as further specified on the ECB's website.
4. Return travel shall not be reimbursed where the traineeship is terminated in accordance with Articles 9(4) or 10(4).

Article 17

Insurance

1. The ECB shall provide insurance for trainees against accidents at work under the conditions laid down in the insurance policy that the ECB holds with an insurance company.
2. The ECB shall provide trainees with medical insurance under the conditions laid down in the insurance policy that the ECB holds with an insurance company, unless trainees have presented proof of medical insurance prior to commencing their traineeship. The trainees' decision as to whether to be insured through the medical insurance provided by the ECB, or through another insurance scheme, shall be irrevocable, unless trainees who elected to be covered through another insurance scheme prove that they are no longer covered for reasons which are beyond their control. If insured through the ECB, trainees shall contribute one third of the premium, which shall be deducted from the traineeship grant.

Article 18

Liability and obligations vis-à-vis third parties

1. Trainees shall not be liable for any damages caused to the ECB or to third parties arising because of or in the due performance of their traineeship, unless such damages are due to gross negligence or wilful misconduct.
2. The traineeship grant shall not be subject to tax for the benefit of the European Union. Trainees themselves shall be solely responsible for discharging tax and social security contributions arising from the traineeship with the ECB under the applicable laws in the relevant Member State.
3. Trainees themselves shall be solely responsible for fulfilling all obligations provided for in the applicable national legislation concerning aliens, including the obligation to hold all relevant permits for the period of their traineeship, taking into account, where applicable, any external assignments.

Chapter 6 - Other provisions

Article 19

Disputes

1. A trainee wishing to challenge a decision taken in application of these Rules shall make a reasoned submission to that effect to the Director General or to the Deputy Director General of DG/H within two months of the date of the notification of the decision concerned. The Director General or the

Deputy Director General of DG/H shall provide the trainee with a reasoned reply within two months of receipt of the submission.

2. Decisions taken in application of these Rules may also be challenged before the Court of Justice of the European Union in accordance with Article 263 of the Treaty on the Functioning of the European Union. A submission pursuant to paragraph 1 shall not have the effect of suspending the deadline for initiating court proceedings in accordance with Article 263 of the Treaty.

Chapter 7 - Final provisions

Article 20

Repeal

1. Decision ECB/2010/NP4 is hereby repealed.
2. References to the repealed Decision shall be construed as references to this Decision.

Article 21

Entry into force

1. This Decision shall enter into force on 10 August 2015.

Done at Frankfurt am Main, 4 August 2015.

The President of the ECB

Mario DRAGHI