



fuel cells & hydrogen for sustainability

Decision of the Governing Board of Fuel Cells and Hydrogen 2 Joint Undertaking laying down the Rules on the use of trainees

THE GOVERNING BOARD OF THE FCH 2 JOINT UNDERTAKING (FCH 2 JU),

Having regard to Article 7 of Council Regulation (EC) No 559/2014 of 6 May 2014 establishing the Fuel Cells and Hydrogen 2 Joint Undertaking and to Article 7 (3) (o) of its Statutes,

Whereas the Governing Board should adopt rules on the use of trainees,

HAS DECIDED AS FOLLOWS

Article 1- General

These rules govern the official traineeships scheme of the FCH 2 JU. This scheme is addressed mainly to young university graduates, without excluding those who - in the framework of lifelong learning- have recently obtained a university diploma and are at the beginning of a new professional career.

The aims of the traineeships with the FCH 2 JU are:

- To provide young university graduates with a unique and first hand experience of the FCH 2 JU. To provide an understanding of the objectives and tasks of the FCH 2 JU.
- To enable such trainees to acquire practical experience and knowledge of the day-to-day work of the FCH 2 JU.
- To provide the opportunity to young university graduates to put into practice knowledge acquired during their studies, and in particular in their specific areas of competence. To introduce these graduates to the professional world and the constraints, duties and opportunities therein.

The FCH 2 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 FCH 2 JU;
- Creates a pool of young people with first-hand experience of and trained in European procedures;
- Creates long-term "goodwill ambassadors" for European ideas and values both within the European Union and outside.

Article 2- Eligibility

2.1. Trainees are selected from nationals of the Member States of the European Economic Area (the Member States of the European Union, Iceland, Liechtenstein and Norway). However, a limited number of nationals of non-Member States are also accepted according to available resources.

Candidates must have completed the first cycle of a higher education course (university education) and obtained a full degree or its equivalent by the closing date for applications. For minimum national qualifications required by the legislation in the country where the diploma was obtained, see Annex I.

Knowledge of languages:

- Candidates from Member States must have very good knowledge of at least two European Union languages, of which one should be the working language of the FCH 2 JU (English).
- Candidates from non-Member States must have very good knowledge of at least one working language of the European Commission (English, French or German).

Knowledge of the languages declared on the application form, other than the mother tongue, should be supported by the appropriate justification (i.e. diplomas, certificates, proof of having studied in the language in question, etc.). Applicants are selected on the basis of qualifications; an appropriate geographical distribution will be maintained.

The Executive Director reserves the right to amend the eligibility criteria as and when necessary. Any such changes will be published on the Website before the opening of the application period.

2.2. Traineeships are open to candidates who have not:

- already benefited or benefit from any kind of traineeship (formal or informal, paid or unpaid) within a European institution or body¹, or
- had or have any kind of employment within a European institution or body, including anyone who is or has been an assistant to a Member of the European Parliament, an intra-muros consultant or researcher, a temporary staff member, a contract staff member, an auxiliary staff member or an interim staff member of any EU institution, body, delegation or representative office.

Candidates should inform the FCH 2 JU of any change in their situation that might occur at any stage of the application process.

¹ See Annex II.

Article 3 - Application Process

3.1. - Submission

Applications should be made in accordance with the procedures established by the FCH 2 JU. All necessary instructions are published on the FCH 2 JU Website.

If an application is unsuccessful a candidate may re-apply for a subsequent training period. It is however, necessary to submit a fresh application. The FCH 2 JU does not keep applicants files from one in-take to another.

The keeping of files by the FCH 2 JU respects Regulation (EC) no. 45/2001 of 18 December 2000 regarding personal data, whether the applications gave rise to recruitment or were rejected or withdrawn. The FCH 2 JU does not keep applicants' files from one session to another.

3.2 - Selection procedure

The FCH 2 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 FCH 2 JU, i.e. Fuel Cells and Hydrogen technologies, Project Management, Communication including the support functions (for example information technologies, legal affairs, internal audit, personnel administration, budget, accounts, infrastructure services, document management, meeting management).

Candidates can be contacted over the phone by the FCH 2 JU to check their availability and to discuss reciprocal expectations prior to the final selection decision.

The Executive Director makes the final selection of applicants after discussion with the Head of Unit where applicable.

Successful applicants are informed by letter, in duplicate, of the dates of the training period. A copy of these rules is enclosed with the letter.

Trainees may not be recruited to any sector where a conflict of interest might occur, irrespective of the candidate's prior professional experience or nationality. Applicants can only be offered a single contract for a given training period. Applicants who decline a contract offer will be excluded from the on-going procedure. They may re-apply for a subsequent training period by submitting a fresh application, together with all supporting documents. Recruited trainees are obliged to provide any forms and certificates required by the FCH2 JU at the time of their recruitment.

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

3.3- Organisation

Every year the Executive Director determines the number of trainees, to be hosted at the FCH 2 JU, on the basis of the FCH 2 JU's needs and of the funds available.

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 FCH 2 JU.

Article 4- Rights and duties of trainees

4.1. 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.

4.2. 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 Executive Director.

4.3. Trainees must take part in all activities organised for them, respecting the timetables and programs laid down.

4.4. During their traineeship, trainees must consult their advisers on any action they propose to take on their own initiative relating to the FCH 2 JU activities.

4.5. 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. They will continue to be bound by this obligation after the end of their training. The FCH 2 JU reserves its legal right to terminate the traineeship and to pursue any person who does not respect this obligation.

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 Executive Director/ Head of Unit in writing.

4.6. Trainees must respect the same rules for contacts with the Press as other FCH 2 JU staff and follow the instructions provided.

4.7. Trainees must not, either alone or with others, publish or cause to be published any matter dealing with the work of the FCH 2 JU without the written permission in accordance with the FCH 2 JU rules. All rights, for any articles or other work done for the FCH 2 JU, are the property of the FCH 2 JU.

4.8. 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 Personal Assistant of the Executive Director (PA) 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 unit to which they were attached.

4.9. Trainees must carefully record their activities and their daily working hours in from the first day up to the final day of service.

4.10. Trainees must also comply with the present rules governing the traineeships at FCH 2 JU and the internal rules and procedures of the FCH 2 JU. The FCH 2 JU reserves the right to terminate the traineeship in case of non-compliance with these obligations.

4.11. Admission to a traineeship does not confer on trainees the status of Staff members or that of other servants of the FCH 2 JU, nor does it entail any right or priority with regard to an appointment in the services of the FCH 2 JU. Trainees can be recruited after completing their in-service training, as long as the conditions and rules established for employment in the category of staff in which he/she will be recruited have been fully respected and applied. The same applies for ex-trainees who are selected through a call for tender procedure or through a call for expression of interest organised by the FCH 2 JU or one of its services, whether as an individual or as an employee of a selected company.

Article 5 - Absences

5.1. Trainees should keep the same hours of work and have the same FCH 2 JU holidays, if they fall during their traineeship, as FCH 2 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 are not paid in lieu. Days taken for participation to any competition, exam or university work, etc. are to be deducted from this entitlement.

The Executive Director/Head of Unit concerned and the PA 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.

5.2. In case of sickness, trainees must notify the adviser and PA immediately, and if absent for longer than three days, must produce a medical certificate, indicating the probable length of absence, which must be forwarded to the PA. A trainee who is absent because of illness may be subject to medical checks in the interest of the service.

5.3. When trainees are absent without justification or without notifying their adviser, the FCH 2 JU may decide to immediately terminate the traineeship without further notice. Any overpayment of the grant is to be reimbursed to the FCH 2 JU. The trainee will also not be entitled to receive the travel allowance.

Article 6 - Grants

6.1 Trainees will be awarded a monthly grant. The amount of the grant is decided by the FCH 2 JU on a yearly basis and is dependent on budgetary constraints. The amount of the basic grant will be published on the Website.

6.2. 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.

6.3. 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.

Article 7 - Travel expenses at the beginning and end of the traineeship²

² See Annex III.

7.1. Trainees who receive a grant, whose place of recruitment at the beginning of the traineeship is not Brussels are entitled to a compensation for the travel expenses incurred at the beginning and end of the traineeship as determined here below.

7.2. 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 50 km from the place of employment are not entitled to a travel allowance.

7.3. The postal address used in the FCH 2 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.

7.4. Travel expenses for the inward journey and for the outward journey are compensated as explained in annex III.

Article 8- Individual missions

8.1. In exceptional cases only, the Executive Director may, on a request from the Head of Unit concerned stating the grounds, grant authorization for a trainee to be sent on mission.

8.2. This authorization entitles trainees to reimbursement of mission expenses in accordance with the FCH 2 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 FCH 2 JU by virtue of the laws in force in the State concerned.

Article 10- Sickness and accident insurance

10.1. The FCH 2 JU does not cover sickness nor accident insurance and trainees must take out such insurance prior to the start of their traineeship at the FCH 2 JU.

Article 11 - Interruption and termination of training and sanctions

11.1. Under exceptional circumstances, at the written request of the trainee stating the relevant reasons and with proper justification, the Head of Unit concerned or Executive Director may, in consultation with the PA, authorize 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 training period. No extension is possible.

11.2. 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 Head of Unit/Executive Director with copy

to the PA for approval. This request, stating the relevant reasons, must be submitted at least three weeks in advance of the new termination date foreseen, via his/her adviser.

11.3. Traineeship shall end when the period for which it was awarded expires.

11.4. Trainees must exercise their duties and behave with integrity, courtesy and consideration. If the conduct of the trainee does not prove satisfactory, the FCH 2 JU may at any moment decide to terminate the traineeship.

The FCH 2 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.

The FCH 2 JU 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 the application during the traineeship period.

Article 12 - Final provisions

These rules will enter into force on the date of their adoption.

Implementation of these rules will be defined in an internal procedure where relevant.

Done at Brussels, on
30/06/2014

For the Governing Board of the Fuel Cells and Hydrogen 2 Joint Undertaking


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Pierre-Etienne Franc
Chair of the Governing Board

ANNEX I

Examples of diplomas for which the level of education corresponds to that required for access to the traineeship³

| Country | “University level education – at least 3 years in length” |
|------------------------------------|--|
| Bulgarija | Diplom za Visse Obrazovanie (Диплом за Висе Образование) Bakalavur (Бакалавър) Magister (Магистър) |
| Belgique / België / Belgien | Licence – Licentiaat |
| Ceská Republika | Diplom o ukončení bakalářského studia |
| Danmark | Bachelorgrad |
| Deutschland | Fachhochschulabschluss (6-7 Semester) |
| Eesti | Bakalaureusekraad (>= 120 ainepunkti) |
| Eire / Ireland | Bachelor’s degree |
| Ελλάδα | Πτυχίο ΑΕΙ (πανεπιστημίου, πολυτεχνείου, ΤΕΙ , υποχρεωτικής τετραετούς εκπαίδευσης) |
| España | Diplomado / Ingeniero Técnico |
| France | Licence |
| Italia | Laurea -L (breve) |
| Κυπρος/ Kibris | Πανεπιστημιακό πτυχίο |
| Latvija | Bakalaura diploms (>= 120 kredīti) |
| Lietuva | Bakalauras (>= 120 kredity) |
| Luxembourg | Bachelor / Diplôme d'Ingénieur Industriel |
| Magyarország | Főiskola Oklevél |
| Malta | Bachelor’s degree |
| Nederland | Bachelor |
| Österreich | Fachhochschuldiplom (6-7 Semester) / Bakkalaureus(rea) |
| Polska | Licencjat / Inżynier |
| Portugal | Bacharelato |
| România | Diplomă de Licență |
| Slovenija | Univerzitetna diploma |
| Slovenská Republika | Diplom o ukončení Bakalářského štúdia |
| Suomi/Finland | Kandidaatin tutkinto - Kandidatexamen / Ammattikorkeakoulututkinto / Yrkeshögskoleexamen (min 120 opintoviikkoa - Studieveckor) |
| Sverige | Kandidatexamen (Akademisk examen omfattande minst 120 poäng, varav 60 poäng av fördjupade studier i ett ämne + uppsats motsvarande 10 poäng). |
| United Kingdom | Bachelor’s degree |
| Other countries | University level diploma requiring at least 3 years study |

ANNEX II

European Institutions and Bodies

EU institutions:

- European Parliament
- European Council
- European Commission (including Delegations and Representation offices and executive agencies)
- Decentralised (regulatory) agencies and Joint Undertakings
- Court of Justice of the European Union
- European External Action Service
- 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

Inter-institutional bodies:

- Computer Emergency Response Team (CERT)
- Publications Office of the European Union
- European Personnel Selection Office
- European School of Administration

Other specialized bodies:

- European Ombudsman
- European Data Protection Supervisor

ANNEX III

Travel allowance

Entitlement

- Permanent address (i.e. as indicated in the application) must be more than 50km 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 and then full reimbursement 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)

>500 Distance between the permanent address and the place of appointment (Brussels) = "distance".

For non EU trainees the distance is calculated between the EU town nearest to the permanent address and place of appointment (see http://ec.europa.eu/stages/information/travel_list_en.htm).

The ceiling is then established as follows: "distance" x rate.

Rates:

- 0 - 49 km = 0
- 50 km - 499 km = 0.40 €/km
- 500 km - 999 km = 0.35 €/km
- 1000 km - 1999 km = 0.30 €/km
- 2000 km - 2999 km = 0.25 €/km
- over 3000 km = 0.28 €/km