

## DECISION BY THE DIRECTOR

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**REF:** CS/024/2017

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**TITLE:** Rules governing the Roma Traineeship Programme at FRA, repealing the Decision No HRP/023/2015

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### **THE DIRECTOR OF THE EUROPEAN UNION AGENCY FOR FUNDAMENTAL RIGHTS**

HAVING REGARD: to Council Regulation 168/2007 establishing the European Union Agency for Fundamental Rights (FRA);

HAVING REGARD: to Article 5 of Council Directive 2000/43/EC of 29 June 2000 implementing the principle of equal treatment between persons irrespective of racial or ethnic origin;

HAVING REGARD: to the Equality & Diversity policy framework of FRA;

HAVING REGARD: to the budget of the FRA;

WHEREAS: it is necessary to draw up rules to govern the Roma internship programme organised by FRA;

HAS ADOPTED the following rules.

### **Article 1 – General Provisions**

These rules govern the Roma traineeship programme at FRA. This scheme is addressed to Roma candidates only.

The aims of this traineeship at FRA are:

- To provide Roma trainees an understanding of the objectives and activities of the Agency's role in ensuring full respect for fundamental rights across the EU.
- To enable Roma trainees to acquire practical experience and knowledge of the day-to-day work of FRA Departments and sectors.
- To provide the opportunity to work in a multi-cultural, multi linguistic and multi-ethnic environment, contributing to the development of mutual understanding, trust and tolerance.
- To promote European integration within the spirit of new governance and through active participation to create awareness of true European citizenship.

- To enable Roma trainees to put into practice previous knowledge and/or experience.
- To allow Roma trainees to contribute to the Agency's mission in helping to make fundamental rights a reality for everyone in the EU.

Through its Roma traineeship programme, FRA:

- Benefits from the input of enthusiastic Roma, who can give a fresh point of view and practical knowledge, which will enhance the everyday work of FRA.
- Creates long-term "goodwill ambassadors" for European ideas and values both within the European Union and outside.

## **Article 2 – Organisation of Traineeship**

1. Before each traineeship period the Director shall decide the number of Roma traineeship to be offered at FRA.
2. Trainees are placed under the responsibility of a supervisor. The supervisor must guide and closely follow the intern during his/her traineeship, acting as his/her mentor.
3. 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 department/sector to which they are attached at a level corresponding to their educational and/or working background. Subject to the request and approval of their supervisor and providing it does not conflict with the accomplishment of the tasks assigned to them, they are entitled to attend meetings in a department/sector other than the one to which they are attached, unless these meetings are restricted or confidential, with the aim to get a broader understanding of the objectives and goals of FRA.

## **Article 3 – Eligibility Criteria**

### **1. Nationality**

Trainees are selected from nationals of the Member States of the European Union and EU candidate and potential candidate countries.

### **2. Ethnicity**

The present Roma traineeship programme is open exclusively to candidates of Romani background. 'Romani background' will be determined on the basis of applicants' self-declaration.

### **3. Other requirements**

#### **a) Education/ Work experience**

Candidates must have completed either a post-secondary education attested by a diploma (e.g. bachelor's degree or equivalent) **or** a secondary education attested by a diploma and professional experience of min. two years relevant to the work of the Department they apply for.

### **b) Languages**

English is the FRA language used in oral as well as in written communication. 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 (minimum B2)<sup>1</sup> of English. Knowledge of other languages will be considered an asset.

### **c) IT skills**

Candidates should have good command of Windows OS, MS Office, Internet research skills.

FRA reserves the right to amend the eligibility criteria as and when necessary. Any such changes will be published on the FRA's website before the opening of the application period.

## **Article 4 – Duration**

1. FRA offers traineeship starting on 1<sup>st</sup> October.
2. The Roma traineeship programme may last a minimum of three and a maximum of 12 months.
3. Under special circumstances, at the written request of the trainee stating the relevant reasons and with proper justification, after consultation with the supervisor and/or the Head of the Department to which the trainee is assigned and agreement of the Head of Corporate Services Department, the date of commencement may be deferred, as long as the minimum traineeship period is respected. The deferred starting date can only be either the 1<sup>st</sup> or the 16<sup>th</sup> of the month.
4. Traineeship periods may not be repeated or extended beyond the maximum length laid down in these rules or beyond the end of the traineeship. In exceptional cases only, whether required in the interest of the service and duly justified by the Head of Department, an extension may be granted by the Director.

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<sup>1</sup> Please refer to <http://europass.cedefop.europa.eu/en/resources/european-language-levels-cefr>

### **Article 5- Application**

1. Applications should be made in accordance with the procedures published on the FRA website. Any candidates that meet the minimum eligibility criteria may apply.
2. Candidates can apply for the following Departments, including the Director's office:
  - Director's office
  - Corporate Services
  - Equality and Citizens' Rights
  - Freedoms and Justice
  - Fundamental Rights Promotion

### **Article 6 – Selection**

1. FRA makes its selection of trainees on the basis of the applications received.
2. The eligibility check of candidates is carried out by the Corporate Services and is aimed to verify the eligibility of the applicants. The list of the eligible candidates is forwarded to FRA Departments for final selection.
3. Successful candidates are selected on the basis of educational background, qualification, competences, motivation and/or experience. The selection procedure aims to keep, to the best possible level a diverse pool of short-listed candidates.
4. The FRA's Director and Heads of Department commit themselves to supporting, ensuring and safeguarding equality and diversity, regarding characteristics such as gender, colour, racial, ethnic or social origin, genetic features, language, religion or belief, political or any other opinion, membership of a national minority, property, birth, disability, nationality, age, sexual orientation or gender identity within all organisational aspects at FRA. For trainees with disabilities, FRA will ensure all means in order to provide reasonable accommodation, where needed.
5. In the course of the selection, applicants can be contacted by the different departments and sectors of FRA for a phone interview in order to check their availability, language skills, and to discuss reciprocal expectations prior to the final selection decision. Candidates might as well be requested to provide further information or documents as part of the selection procedure. At this stage, such contact does not imply the successful result of the selection.
6. The Heads of FRA Departments make the final selection of successful applicants.
7. Successful applicants are contacted by Corporate Services and informed by letter about the outcome of their application. They will receive a traineeship offer and a traineeship

contract in duplicate indicating the dates of the traineeship period. A copy of these rules is enclosed with the letter. Unsuccessful candidates are not contacted.

8. There is no appeal procedure.
9. Selected trainees must reply within a certain time limit communicated in the traineeship offer (indicatively 10 days from the receipt of the offer).
10. Selected trainees are obliged to provide any supporting documents and certificates required by Corporate Services within the indicated deadline. They are responsible for making sure that they obtain all the documentation required by the national authorities, if necessary.
11. Applicants who decline a traineeship offer will be excluded from the on-going procedure. They may re-apply for a subsequent traineeship period by submitting a new application, together with all supporting documents.

#### **Article 7 - Rights and Duties**

1. Trainees shall be required to comply with the instructions given by their supervisors, by their Head of Department or Head of Sector to which they are assigned and with the instructions issued by Corporate Services. They must also comply with the rules governing the traineeship programme and the internal rules governing the functioning of FRA, in particular the rules concerning good administrative behaviour, security and confidentiality.
2. Trainees must take part in all activities organised for them, respecting the timetables and programs laid down.
3. Trainees must exercise the greatest discretion regarding facts and information that come to their knowledge during the course of their internship. 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 traineeship. FRA reserves its legal right to terminate the traineeship and to pursue any person who does not respect this obligation.
4. Admission to the traineeship programme does not confer on interns the status of Temporary Agents or that of other servants of the European Union under the relevant legislation, nor does it entail any right or priority with regard to recruitment at FRA.
5. Trainees should keep the same hours of work (only full-time traineeship is allowed) and have the same official public holidays, if they fall during their traineeship, as FRA's staff.
6. 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 are not paid in lieu. Leave is managed under the same conditions that apply to FRA staff.

7. Trainees with academic obligations (university exams, master or PhD thesis) may request up to 5 days educational leave (or equal half days) for the whole duration of the traineeship, subject to provision of official documentation from their university supporting their request.
8. Trainees are entitled up to three (3) days (or equal half days) special leave for personal reasons (i.e. marriage of the intern or of a child, birth of a child, serious illness or death of spouse/partner/brother/sister/parent/child).
9. A trainee who is pregnant shall be granted maximum maternity leave of sixteen weeks, during which period she shall receive the grant as set out in Article 8 of these rules. The leave shall start eight weeks before the expected date of confinement as shown in a medical certificate, which must be provided to the Corporate Services and FRA's medical advisor, and end eight weeks after the actual date of childbirth. For health and safety reasons, a trainee who is pregnant must inform the medical advisor at the latest fifteen weeks before the expected date of confinement. Maternity leave cannot go beyond the duration of the traineeship contract.
10. Leave requests must first be approved by the supervisor and then checked and approved by the person responsible for holidays within the Corporate Services. Any days of leave without justification or without notification to the supervisor and the person responsible for leaves within the Corporate Services, 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, and/or from a possible travel expenditures allowance.
11. In case of sickness, trainees must notify their supervisors and the Head of Department's office immediately, and if absent for longer than three days, must produce a medical certificate, indicating the probable length of absence.
12. The Director retains the right to terminate the traineeship without further notice, if the trainee is absent for more than five (5) working days without any notification or proper justification. Any overpayment of the grant is to be reimbursed to FRA. In the case the traineeship is terminated by FRA, the trainee will also not be entitled to receive the return travel allowance.
13. Trainees must not have any professional connections with third parties which might be incompatible with their internship (i.e. must not work for lobbyists, legal attachés, 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 supervisors and to Corporate Services in writing.
14. Trainees must not, either alone or with others, publish or cause to be published any matter dealing with the work of the FRA without the written permission of the Director.

Such permission is subject to the conditions in force for all FRA staff.<sup>2</sup> All rights in any writings or other work done for FRA are the property of the Agency.

15. Trainees shall refrain from any action or behaviour which might reflect adversely upon his/her position and from any form of psychological or sexual harassment.<sup>3</sup>
16. When justified, trainees may be allowed to be sent on mission on the condition that the mission is of a technical or support nature, and not a representative one. For the reimbursement of these mission expenses, the general procedure of reimbursement provided in the relevant provisions applicable to FRA will apply.
17. In no circumstance trainees are entitled to represent FRA in any meeting or activity involving external parties.
18. At the end of their traineeship, trainees must submit to their supervisor a report on their activities during the traineeship period. The supervisor will then forward this report to Corporate Services together with their own reports on the trainees. In the light of these reports, the trainees receive, at the end of their traineeship, a certificate specifying the length of the traineeship and the department to which they were attached.

#### **Article 8 – Financial Matters**

1. Trainees will be awarded a monthly grant. The traineeship monthly grant corresponds to one quarter of the grade AD5 – step 1 as defined each year by the European Commission and weighted using the correction coefficient for Vienna, Austria. Traineeship starting on 16th of the month will be awarded half of the grant. In order to be eligible for the first payment of the grant, trainees must have completed 10 working days of their traineeship.
2. Grants awarded to trainees are not subject to the special tax regulations applying to officials and other servants of the European Union. Upon request, a certificate for tax purposes will be provided at the end of the traineeship period. This certificate should state the amount of grant received and confirm that tax and social security payments have not been made by FRA.
3. Sickness and accident insurances are compulsory. FRA does not cover such insurances. Trainees must take out these insurances prior to the start of their traineeship. Proof of the insurances must be presented to FRA within one week of the start of the traineeship period at the latest and should be valid for the entire period of the traineeship.

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<sup>2</sup> Article 12b of the Staff Regulations and the provisions implementing this Article shall apply mutatis mutandis

<sup>3</sup> Article 12a of the Staff Regulations and the provisions implementing this Article shall apply mutatis mutandis

4. Upon presentation of proper justification, trainees with disabilities may receive a supplement to their grant equal to a maximum of 50% of the amount of the grant. The FRA may consult the Medical Officer of the Agency if necessary.

### **Article 9 – Travel Expenses at the Beginning and the End of the Internship**

1. FRA shall pay a travel allowance to compensate for the expenses incurred from the place of residence to the seat of FRA and vice versa at the beginning and at the end of the traineeship.
2. The trainee must complete a minimum of working days of the traineeship period to qualify for the travel allowance.
3. The postal address used in FRA’s letter offering the traineeship shall be considered to be the place of recruitment. No request for a change of address shall be granted once the offer of a traineeship has been taken.
4. The allowance shall be paid based on the table below: distance between the place of residence, as stated in the application form of the trainee, and FRA.

Distance between the place of origin and FRA	Contribution for the one way trip in EUR
0 to 50 km	0
51 to 200 km	25
201 to 500 km	75
501 to 1000 km	125
1001 to 2000 km	175
2001 to 3000 km	225
Over 3000 km	250

5. Distance means the distance (one way) between the two locations as calculated by the website [www.viamichelin.com](http://www.viamichelin.com) (from place of residence to FRA) considering the recommended route.

### **Article 10 – Termination of Traineeship**

1. Traineeship shall end when the period for which it was offered expires.
2. Trainees must exercise their duties and behave with integrity, courtesy and consideration. If the conduct of the trainee does not prove satisfactory, Corporate



Services, in response to a reasonable request by the supervisor or Head of sector concerned and approved, after hearing the trainee, by the Head of Department concerned, may at any moment decide to terminate the traineeship.

3. Corporate Services, following a justified request by the supervisor and approved by the Head of Department or Head of Sector concerned, reserves the right to terminate the traineeship after two months from the starting date if the level of the trainees' professional performance or knowledge of the working language is insufficient for the proper execution of his/her duties.
4. Corporate Services reserves the right to terminate the traineeship if at any moment it becomes apparent that the intern knowingly made wrongful declarations, or provided false statements or papers at the moment of application or during the traineeship period.
5. On receipt of a justified request from the trainee, approved by his/her supervisor and Head of Department, Corporate Services may terminate the traineeship. Trainees may only terminate their contract on the 30/31st and 15th of the month. The trainee will be requested to reimburse that part of the grant which he/she may have received relating to the period after the termination date.

#### **Article 11 – Data Protection**


The processing of personal data by the FRA is governed by Regulation (EC) N° 45/2001. By submitting an application for a traineeship, the applicant is understood, in the sense of Article 5 (d) of the Regulation, to have given his/her consent to the processing of the personal data contained in the application form and the supporting documents enclosed therewith. The provision of information requested in the application form and the supporting documents is obligatory. Incomplete applications will be excluded from the selection. The personal data in question is collected by FRA for the sole purpose of the selection of trainees.

#### **Article 12 - Entry into Force**

These rules take effect on the 16<sup>th</sup> of November 2017. It replaces Decision HRP/008/2015 of the Rules governing the Roma Traineeship programme at FRA.

Done in Vienna on

07. NOV. 2017

  
Michael O'Flaherty  
Director

## ANNEX I

### European Institutions and Bodies<sup>4</sup>

#### **EU institutions:**

European Parliament  
European Council  
Council of the European Union  
European Commission  
Court of Justice of the European Union  
European Central Bank  
European Court of Auditors  
European External Action Service  
European Economic and Social Committee  
European Committee of the Regions  
European Investment Bank  
European Ombudsman  
European Data Protection Supervisor

#### **Interinstitutional bodies:**

Computer Emergency Response Team  
Publications Office of the European Union  
European Personnel Selection Office  
European School of Administration

#### **Decentralised bodies of the European Union (agencies):**

##### **Community agencies:**

European GNSS Agency, Community Fisheries Control Agency, Community Plant Variety Office, European Agency for Reconstruction, European Agency for Safety and Health at Work, European Agency for the Management of Operational Cooperation at the External Borders of the member states of the European Union, European Aviation Safety Agency, European Center for Disease Prevention and Control, European Centre for the Development of Vocational Training, European Chemicals Agency, European Environment Agency, European Food Safety Authority, European Foundation for Improvement of Living and Working Conditions, European Agency for Fundamental Rights, European Maritime Safety Agency, European Monitoring Centre for Drugs and Drug Addiction, European Network and Information Security Agency, European Railway Agency, European Training Foundation, European Union Intellectual Property Office, Translation Centre for the Bodies

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<sup>4</sup> This is an indicative but not exhaustive list

of the European Union, European Institute of Innovation and Technology, European Medicines Agency, Community Plant Variety Office, European Institute for Gender Equality, Body of European Regulators of Electronic Communications, European Systemic Risk Board, European Banking Authority, European Securities and Markets Authority, European Insurance and Occupational Pensions Authority, European Asylum Support Office, European Agency for the operational management of large-scale IT Systems in the area of freedom, security and justice, Euratom Supply Agency, European Joint Undertaking for ITER and the Development of Fusion Energy.

**Common Foreign and Security Policy**

European Defence Agency, European Union Institute for Security Studies, European Union Satellite Centre, European Border and Coast Guard Agency.

**Police and Judicial Cooperation in criminal matters**

European Police College, European Body for the Enhancement of Judicial Co-operation, European Police Office, The European Union Agency for Law Enforcement Training, European Union Agency for Law Enforcement Cooperation.

**Executive agencies**

Education, Audiovisual and Culture Executive Agency, Executive Agency for the Public Health Programme, Intelligent Energy Executive Agency, Executive Agency for Small and Medium-sized Enterprises, Consumers, Health, Agriculture and Food Executive Agency, Innovation and Networks Executive Agency, Research Executive Agency, European Research Council Executive Agency.

**Independent bodies**

European Institute of Innovation and Technology, Authority for European political parties and European political foundations

