

Rules governing study visits at FRA

1. Scope

These rules govern the study visit scheme of the European Union Agency for Fundamental Rights (FRA).

The aim of the study visits at FRA is to offer academics or practitioners the possibility to:

- gain knowledge of the work of the FRA in the field of fundamental rights
- put the knowledge acquired during their studies or professional careers in the field of human rights and related fields into practice and
- gain more insight into the different aspects of carrying out data-analysis, conduct basic socio-legal research and improve their knowledge of the work of the EU in the field of fundamental rights.

2. Arrangements

- 2.1** Study visitors can be academics or practitioners coming, for example, from national public administration, judiciary, police forces etc. In addition, the FRA has signed a Cooperation Agreement with the European University Institute in Florence, Italy (Annex 1)¹.
- 2.2** Persons wishing to undertake a study visit should apply to the Human Resources and Planning department by sending their CV together with a motivation letter specifying the area of the FRA's work they are interested in. The Human Resources and Planning department will ascertain whether the relevant FRA departments are able to accommodate their request and will inform them accordingly².
- 2.3** Applications are accepted throughout the year.
- 2.4** Study visitors will be placed in a department according to their profile and motivation.
- 2.5** People of all nationalities are welcome to apply for a study visit.
- 2.6** Study visitors must be university graduates.
- 2.7** The working language at the FRA is English. Therefore, study visitors must have very good knowledge of English. Any other language will be an asset.
- 2.8** Study visits are not paid. The FRA will not provide any kind of remuneration or allowances to the study visitors. All costs, including travel, insurance,

¹ For the purposes of this Agreement, study visits are referred to as 'research stays'.

² The processing of personal data by the FRA is governed by Regulation (EC) N° 45/2001. By submitting an application for a study visit, 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 and the supporting documents enclosed therewith. The purpose of processing of the personal data candidates submit is to manage applications in view of a possible study visit at FRA.

accommodation and living expenses must be borne by either the study visitors or their sponsoring institutions.

- 2.9 The Director of the FRA is responsible for permitting the unpaid stay of the study visitors. His permission will specify the activity plan of the study visitor, the exact period covered by the invitation, the facilities to which the study visitor may have access, any equipment which the study visitor may use, and the name of the FRA's staff responsible for the supervision of the study visit.
- 2.10 The duration of a study visit should normally not exceed 12 (twelve) months.
- 2.11 Permission to a study visit does not create in any way an employment relationship or expectation of such relationship between the FRA and the study visitor. The study visitor engages in the study visit on the condition that: a) he/she does not acquire any rights whatsoever as a result of the study visit - other than those laid down in the present rules, and b) he/she will abide by the confidentiality clause (Annex 2) and by the declaration on discharge of civil, criminal and fiscal liability (Annex 3), attached to the invitation letter.
- 2.12 Study visitors shall arrange their hours of attendance within the FRA's regular working hours. Study visitors have the same official public holidays as FRA's staff.
- 2.13 To the full extent permitted under applicable law, neither the FRA nor any of its staff members shall be liable for loss or damage, however caused, arising out of or in connection with the study visit. This is a comprehensive limitation of liability that applies to damages of any kind, including, without limitation, loss of, or damage to, property and claims of third parties. Study visitors shall indemnify, hold and save harmless and defend at its own expense the FRA and its staff members from and against all suits, claims, demands and liability of any nature or kind.
- 2.14 Study visitors must provide proof, prior to the start of the study visit, that they are fully covered by sickness and accident insurance for the entire duration of their study visit. The FRA does not provide any type of insurance and is not responsible for the acquisition of any insurance in connection with the study visit.
- 2.15 Study visitors are responsible for obtaining any necessary visas or 'permit to stay' if required by national laws. The Human Resources and Planning department may assist study visitors in the relevant procedures.
- 2.16 The study visit may be terminated, without prior notice and without the need to specify grounds, by a decision of the Director. The study visit may be terminated by the study visitor subject to 3 (three) days' notice.

3. Confidentiality

- 3.1 Study visitors must exercise the greatest discretion regarding facts and information that come to their knowledge during the course of their study visit. They must not, in any manner whatsoever, disclose any document or information not already published by the FRA. They will continue to be bound by this obligation after the end of their study visit. The FRA reserves its right to terminate the study visit and to take any appropriate action, including legal action, if this obligation is not respected.
- 3.2 Knowledge acquired during the study visit may be published or communicated to third parties only with the prior written agreement of the Director.

3.3 Study visitors must accept and sign the confidentiality clause in Annex 2 and the declaration to discharge civil, criminal and fiscal liability in Annex 3.

4. Entry into force

These rules will enter into force on 20 FEB. 2012

ANNEX 1



EUROPEAN UNIVERSITY INSTITUTE

AND

EUROPEAN UNION AGENCY FOR FUNDAMENTAL RIGHTS

Cooperation Agreement

EUI-GUEST RESEARCHERS AT THE FRA

PREAMBLE

The European Union Agency for Fundamental Rights (FRA) and the European University Institute (EUI)

Hereafter referred to individually as 'the Party' or collectively as 'the Parties';

Having regard to the Council Regulation No. 168/2007 of 15 February 2007 establishing a European Union Agency for Fundamental Rights and to the Convention setting up a European University Institute as amended on the 9 December 2005;

Considering the wish of the Parties to provide for regular research stays of EUI researches at the FRA that are in the interest of both parties;

The FRA and the EUI have agreed the present cooperation agreement as follows:

1. Objective

This Agreement has the purpose of defining the conditions and modalities of research stays of EUI researchers at the European Union Agency for Fundamental Rights.

2. Eligibility

The regular research stays of EUI researchers at the FRA are open to EUI researchers having the following qualifications:

- 3rd (or exceptionally 2nd) year PhD researchers at the EUI's law department or
- 3rd (or exceptionally 2nd) year PhD researchers at the EUI's SPS (social and political sciences) department

3. Selection Procedure

The procedure leading to the appointment as guest researcher at the FRA is as follows:

1. the FRA lists in the early part of every (calendar) year areas of expertise that will be of most relevance to the FRA in the upcoming (academic) year.
2. after the FRA has identified the mentioned areas of interest, the EUI proposes two researchers for the upcoming academic year who are working on a PhD thesis dealing with one or several areas identified by the FRA. This proposal shall be based – besides the candidate's research focus – on a letter of motivation by the candidate.
3. the EUI submits the names of the proposed candidates together with their CVs and letters of motivation. The FRA approves the proposed guest researchers within a period agreed between FRA and EUI. This approval shall be based on, in addition to the candidate's research focus, the letter of motivation, the candidates CV, also on a telephone interview conducted by the FRA with the candidate.
4. in case of disapproval by the FRA, the EUI proposes alternative candidates as soon as possible.

4. Scholarship and insurance

Guest researchers continue to receive their monthly grant for their PhD studies at the EUI. The FRA is not providing any kind of remuneration or allowances to these guest researchers.

Guest researchers continue to receive their insurance coverage. The FRA is not providing any kind of insurance or related coverage.

5. Length of research stay

The research stay at the FRA lasts usually six months. Two researchers per academic year shall be appointed: Normally, one for the first half of the year, a second one for the second half of the year.

6. Working at the FRA

The FRA is obliged to ensure that the guest researchers:

1. are provided a working place, including computer and telephone
2. are invited to relevant internal meetings and seminars
3. are free to spend a minimum of a third of their research stay on their PhD thesis
4. are provided with the possibility to get involved in FRA daily work similar to FRA trainees
5. receive at the end of their stay a certificate documenting and evaluating their research stay and their activities and contribution to the work of the FRA.

7. Presentation of research

Guest researchers present their research work in an internal seminar at the beginning and at the end of their research stay. While at FRA, guest researchers will have the opportunity to exchange ideas concerning their research with FRA staff.

8. Transparency

Both Parties undertake to implement this Agreement as openly as possible, including the selection and appointment of guest researchers. The agreement shall be published on the websites of the two institutions.

9. Confidentiality

Guest researchers will have to sign a declaration of confidentiality before starting their stay at the FRA.

10. Additional forms of cooperation

Both parties agree that this Agreement is a good basis for additional forms of cooperation in other fields, including mutual invitations to conferences and expert meetings or regular exchange of information on upcoming research and policy activities of mutual concern and relevant research and policy developments.

11. Contact Points

Both parties will nominate main contact persons for the execution of this Agreement.

12. Amendments and supplements

The Parties may amend this Agreement at any time by mutual consent between the Parties. All amendments and supplements must be in writing. Either of the Parties may request consultations with the intention of amending this Agreement.

13. Termination

Either of the Parties may terminate this Agreement in writing with a six-month notice period.

Made in English in two copies

FRA
Signed
Morten KJAERUM
Director
14.02.2012

EUI
Signed
Josep Borrell Fontelles
President
14.02.2012

ANNEX 2

CONFIDENTIALITY CLAUSE

I hereby agree to exercise the greatest discretion with regard to all facts and information coming to my knowledge in the course of or in connection with the performance of my activities as a visitor at the FRA.

I shall not in any manner whatsoever disclose to any unauthorised person any document, knowledge or information that comes to my attention in the course of or in connection with the performance of my duties as a visitor, not already made public.

I pledge that I will not, whether alone or together with others, publish or cause to be published without explicit written authorisation, any matter dealing with the work of the Agency. Permission shall be refused only where the proposed publication is liable to prejudice the interests of the Agency.

The commitments entered into in this declaration shall be maintained for a period of 5 (five) years following the termination of the collaboration during my study visit.

Done at.....on.....

Name and Surname in block letters:

.....

Signature:.....

ANNEX 3

**DECLARATION TO DISCHARGE CIVIL, CRIMINAL
AND FISCAL LIABILITY**

I declare to hold the European Union Agency for Fundamental Rights (FRA) harmless from any claims made against the Agency by third Parties based on any civil, criminal or fiscal liability and caused by the execution of the tasks assigned to me, undertaken in accordance with the present invitation letter.

Done at.....on.....

Name and Surname in block letters:

.....

Signature:.....