

# **EUROPEAN COMMISSION**

HIGH REPRESENTATIVE OF THE EUROPEAN UNION FOR FOREIGN AFFAIRS AND SECURITY POLICY

Brussels, 12.06.2012 JOIN(2012) 17 final

# JOINT DECISION OF THE COMMISSION AND THE HIGH REPRESENTATIVE OF THE EUROPEAN UNION FOR FOREIGN AFFAIRS AND SECURITY POLICY

of 12.06.2012

establishing a High Level Traineeship Programme in the Delegations of the European Union and the Rules Governing this Programme in Partnership with the Member States of the European Union

# JOINT DECISION OF THE COMMISSION AND THE HIGH REPRESENTATIVE OF THE EUROPEAN UNION FOR FOREIGN AFFAIRS AND SECURITY POLICY

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THE EUROPEAN COMMISSION AND THE HIGH REPRESENTATIVE OF THE EUROPEAN UNION FOR FOREIGN AFFAIRS AND SECURITY POLICY,

Having regard to Council Decision 2010/427/EU of 26 July 2010 establishing the organisation and functioning of the European External Action Service<sup>1</sup> ("EEAS"), and in particular Art. 1 (3) thereof,

#### Whereas:

- (1) Following the phasing out of the training programme for "junior experts" in the former European Commission Delegations ("JED"), there is a need to establish a new training programme ("programme") in the framework of the new institutional set-up in order to continue to attract highly qualified junior professionals in the Delegations of the European Union ("EU") for the mutual benefit of the EEAS and the European Commission ("Commission") on the one hand and the Member States of the EU and of participants in this programme on the other hand.
- (2) For this purpose, it is necessary to establish a clear set of principles and management rules to govern the implementation of the programme, taking into consideration the resources involved to optimise their use.
- (3) This programme is an important contribution to the inter-institutional partnership between the EEAS and the Commission, as well as to the continuation of individual partnerships with each Member State of the EU in the field of training. Hence it requires the conclusion, on the one hand, of an administrative arrangement between the EEAS and the Commission for the financing and the management of the programme, ensuring its single management within the EEAS; it is necessary, on the other hand, for the EEAS and the Commission to conclude bilateral administrative arrangements with each partner Member State, including the possibility for these partners to finance additional trainees.

OJ L 201, 03.08.2010, p.38

#### HAVE DECIDED AS FOLLOWS:

#### Article 1

- 1. A high level traineeship programme for the training of junior professionals is hereby established in the Delegations of the EU. The purpose of this programme is to enable junior professionals from the Member States of the EU to gain first-hand experience in the work of Union Delegations and a deeper insight into their role in the implementation of EU external relations policies, including the Common Foreign and Security Policy, as well as to deepen their knowledge of the EU's institutional framework in this domain.
- 2. The rules governing the programme are annexed to this Decision.

#### Article 2

The programme shall be implemented by the EEAS in full association with the Commission through the necessary administrative arrangements.

#### Article 3

The Chief Operating Officer of the EEAS shall take the necessary measures to ensure the implementation of this Decision, in close coordination with the Commission and with each partner Member State of the EU. In particular, he shall ensure that the necessary arrangements with the Commission and the partner Member States of the EU are put in place.

# Article 4

- 1. This Decision shall be communicated by appropriate means to the Member States of the EU, as well as to the other institutions of the EU.
- 2. This Decision and any administrative implementing rules adopted by the Chief Operating Officer of the EEAS in agreement with the Directors-General of DG DEVCO and DG HR shall be made public via the website of the EEAS.

#### Article 5

This Decision enters into force on the date of its adoption.

Done at Brussels,

The High Representative of the European Union for Foreign Affairs and Security Policy

For the Commission The President

Catherine ASHTON

José Manuel BARROSO

# ANNEX 1

Rules Governing the High Level Traineeship Programme in the Delegations of the European Union in Partnership between the EEAS, the European Commission and the Member States of the European Union

# 1. SCOPE, FINANCING AND OBJECTIVES OF THE PROGRAMME

# 1.1. General Principles

These rules govern the high level traineeship programme (hereafter "programme") in the Delegations of the European Union (hereafter "Delegations"). The programme is addressed to qualified university graduates in relevant domains with a limited professional experience relevant to the activities of the Delegations (hereafter "trainees").

The programme is open to those trainees showing a great interest and motivation for the mission entrusted to Delegations, sharing the values and principles of the Union and committed to defend the latter and the place of the Union in the World.

The programme is managed by the EEAS. Its financing, through an "EU folder" is ensured by the EEAS and by the European Commission (hereafter "Commission") on the basis of an administrative arrangement. An additional financing through a "bilateral folder" of the programme is created through voluntary financial contributions of partner EU Member States on the basis of bilateral sponsoring agreements with the EEAS and/or the Commission. The programme is also open, under the same conditions, to other EU institutions or bodies.

# 1.2. Objectives of the Programme

- to provide trainees from EU Member States with practical experience in the day-to-day work of the Delegations, and thus, to provide them with a thorough understanding of the objectives and goals of the EU external action;
- to deepen trainees' knowledge of the political and diplomatic dimensions of the EU Common Foreign and Security Policy and of the Common Security and Defence Policy, of the EU policies in the fields of development and cooperation, and of the external dimension and impact of the EU policies in third countries and at international organisations;
- to enable such trainees to put into practice knowledge acquired during their studies and their professional experience(s), in particular in the specific areas of the EU external action, and to acquire concrete and practical comprehension of EU relevant procedures;
- to introduce trainees to the diplomatic dimension of the work of the Delegations, its particular constraints, duties and opportunities therein;
- to provide them the opportunity to familiarise themselves with a multi-cultural, multi-linguistic and multi-ethnic environment, hence contributing to the development of values such as mutual understanding, trust and tolerance;

- to ensure the integration of trainees in the daily work of the Delegations including the possibility to be involved into different domains of activities;
- to allow the EEAS, the Commission and the Delegations to benefit from the input of these graduates, who can provide a fresh point of view and up-to-date academic knowledge;
- to prepare trainees to possibly work, collaborate or co-operate with the EEAS, the Commission and/or the Delegations in the future and with the partner EU Member States, as well as with third countries and international organisations;
- to create long-term "goodwill ambassadors" to promote European ideas and values both within the EU and in the third counties.

Assignments to the trainee shall be guided by the above objectives.

# 2. PLANNING AND ALLOCATION OF THE RESOURCES OF THE PROGRAMME

# 2.1. Planning of the Financial Resources

On the basis of administrative arrangements between the EEAS, the Commission and other financial sponsoring partners of the programme (such as Member States), the EEAS will set up indicative timelines of next selection rounds. Under the annual budget procedure in the light of existing budgetary constraints, the EEAS and the Commission will also ensure the planning of respective appropriations for the financing of the programme, as far as possible on a multi-annual basis. The commitment of these appropriations is decided on a yearly basis by the EEAS, the Commission and their partners, which inform each other as soon as their respective appropriations are committed.

In addition, a yearly call for expressions of interest is launched by the EEAS to EU Member States' Permanent Representations and EU institutions and bodies with a view to identifying sponsors for the next scheduled rounds. The indicative total number of trainees sponsored by the EEAS, the Commission and their partners is communicated by the EEAS on its website for each round.

# 2.2. Allocation of Trainees in the Delegations

The allocation of trainees and the definition of their training assignments within the different sections of the Delegations are decided by the EEAS and the Commission for their respective trainees, as far as possible, on a multi-annual basis compatible with the Multiannual Financial Framework, and given the appropriations which have been committed by the two institutions.

The EEAS and the Commission determine with the sponsoring EU Member States and/or other EU institutions and bodies the number of trainees to be posted in which Delegation(s) and timelines.

The EEAS shall take into account the effective capacity of the envisaged Delegation to supervise the activities of the trainees as well as the security conditions in the third countries concerned to post the trainees. The supervision of the trainee's daily assignments and of his learning progress is ensured through the designation of the

same supervisor/advisor within the Delegation throughout the traineeship period as far as possible.

# 3. CRITERIA FOR THE APPLICATION TO THE PROGRAMME

# 3.1. Eligibility Criteria

*Citizenship*: applicants shall have the citizenship of one of the Member States of the EU and shall enjoy full citizen's rights.

*Military service*: applicants shall have fulfilled any obligation concerning military service according to applicable laws or give assurances to the effect that they will not be called up during their traineeship.

*University diploma*: applicants must hold, by the closing date for applications, at least a university degree equivalent to a Masters degree in a domain relevant to the activities of the Delegations such as: diplomacy, political analysis and reporting, EU policies in the fields of external relations, CFSP and CSDP, aid to cooperation and development (programming, management), economic issues and trade policy, press, communication and information, justice, freedom and security, rule of law, institutional developments, governance, environment, energy, agriculture and fisheries, rural development and infrastructure.

The EEAS will publish on its Internet website further specifications as to the minimum qualifications, taking into account national education systems. Any future changes of these specifications will be published on the website of the EEAS.

**Languages**: applicants must have the capacity to communicate in the languages of the CFSP and external relations necessary for their integration into the professional environment in a Delegation. Knowledge of other EU languages or of a third language relevant for the EU external service is an asset.

- **3.2. Professional experience is an asset:** applicants are not required to have professional experience, however preference shall be given to candidates with up to four (4) years of professional experience with relevance to the programme (of which maximum one (1) year with the EEAS, the Commission or another EU institution or body).
- 3.3. Applicants undertake to supply, when so requested by the EEAS, supporting documentation regarding the above criteria. Any false statement or omission on the part of the applicant, even if unintentional, may lead to the cancellation of his/her application. Candidates, through their application, give their consent for the EEAS to contact, if necessary, any of the schools, universities, enterprises, institutions or persons given as references for above eligibility criteria in connection with their application for the programme.
- **3.4.** The above criteria are published on the EEAS website.

# 4. APPLICATION AND PROCESS OF PRE-SELECTION AND SELECTION

**4.1.** The trainees shall be selected according to an open and transparent procedure, the practical details of which shall be decided by the Chief Operating Officer of the EEAS.

Before the allocation of trainees the line manager must ensure that a sufficient budget is available.

4.2. Applications should strictly be made in accordance with the procedures established by the EEAS. All necessary instructions are published on the EEAS website. Applications postmarked after the closing date may be rejected.

# 4.3. Main Steps

- (a) regular calls for applications are published by the EEAS and the EU partner Member States on their respective websites, according to scheduled selection rounds; they shall specify indicative timelines as well as the modalities and deadline for introducing applications;
- (b) applications are to be addressed exclusively to EU Member States' contact points for this programme (whose details are published on the EEAS website) within the above mentioned deadlines:
- (c) the eligibility check of the applicants towards criteria established in this decision shall be conducted by the Member States or under their responsibility;
- (d) the latter shall then pre-select, among eligible applicants, a limited number of candidates who shall be proposed to the EEAS through the sending of a formal list of pre-selected applicants for each scheduled selection round; the number of applicants within the said list is defined at an early stage of the process and, in principle, before the launch of each round;
- (e) the list of pre-selected eligible applicants shall exclusively be communicated through the permanent representation of each partner Member State to the Chief Operating Officer of the EEAS within the deadlines which have been

agreed. Adequate information of the applicants must be ensured by the partner Member States without delay;

- (f) the EEAS may proceed to a control of the eligibility of the pre-selected applicants and shall evaluate the overall profile of applicants and their motivation in order to constitute, for each partner Member State, a list of suitable applicants into a database that is available to EU Delegations and relevant EEAS and Commission services:
- (g) thereafter, EU Delegations, following a search in this database select their trainees from the list of suitable candidates on the basis of their own merits towards the needs of the Delegation concerned.

Further implementing rules detailing administrative requirements and procedures shall be adopted by the Chief Operating Officer of the EEAS in agreement with the Directors-General of DG DEVCO and DG HR and published on the EEAS website at an early stage of each selection round.

#### 5. ENGAGEMENT AND TRAINEESHIP AGREEMENT

### 5.1. Engagement

Trainees may not be engaged where a conflict of interest might occur, irrespective of the applicant's professional experience or citizenship. Applicants can only be offered a single traineeship agreement under this programme. Applicants who decline a formal offer may be excluded from the on-going traineeship period procedure. They may re-apply for a subsequent traineeship period by submitting a fresh application, together with all supporting documents.

### 5.2. Traineeship Agreement

The EEAS or the Commission will sign an individual agreement with their respective trainees a template of which is published on the EEAS website. The agreement includes a generic and indicative description of the core areas of his/her training and section within a proposed EU Delegation.

The agreement is not covered by the Staff Regulations of Officials of the European Union (hereafter "SR") or the Conditions of Employment of other servants of the European Union (hereafter "CEOS"). Trainees are not contract agents within the meaning of the CEOS. They may not in any circumstances invoke the provisions of the SR or the CEOS, except otherwise specified in this annex. The present Decision and the agreement lay down the individual provisions and the detailed rules for their implementation.

When starting the training period in Delegation, the Head of Delegation and/or the trainee's supervisor/advisor shall provide the trainee with a more detailed description of his/her activities and training methods.

These activities shall be compatible with his/her status of trainee and his/her profile which have been agreed and described in a document which is communicated to the EEAS and the Commission headquarters for their respective trainees. The EEAS and the Commission may nonetheless adapt the internal organisation of their respective

sections in the Delegations and assign him/her to other activities compatible with his/her academic background, professional qualifications and/or experience.

#### 5.3. Duration of the Traineeship Agreement

The agreement has a fixed term of nine (9) months and automatically ends on its expiry date without any formalities. A renewal of the agreement for another period of nine (9) months may be offered.

The renewal may be offered depending on budget availability by the EEAS, the Commission or the sponsoring Member State or EU institution or body. It shall take into account the evaluation of the learning progress of the trainees throughout the first period. However, the training period covered by the initial agreement and the renewal can, under no circumstances, go beyond eighteen (18) consecutive months. The training period cannot be split into different time periods.

# 5.4. Place of the Traineeship

The agreement determines the host country and the EU Delegation as the place of the traineeship throughout the duration of the agreement. In the course of the traineeship, the trainee may, on the basis of a formal justified request, and with the consent of his/her Head of Delegation, ask for a change of his/her traineeship place.

The EEAS/Commission may decide to change the place of the traineeship and determine the conditions and timelines of such change.

# 5.5. Fiscal Arrangements

Grants awarded to trainees are not subject to the special tax regulations applying to officials and other servants of the EU.

Trainees are solely responsible for the payment of any taxes due on the EEAS/Commission grants by virtue of the laws in force in the State concerned.

The EEAS will provide, upon request, a certificate for tax purposes 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. Interim certificates may be issued as appropriate.

### 5.6. Certificates

Trainees who have completed the minimum required traineeship period will receive, after their training period, a certificate specifying the dates of their training period, the country and the section(s) of the Delegation to which they were posted.

# 5.7. Premature Termination of the Agreement

The fixed-term agreement may be terminated prematurely:

 by unilateral decision of the relevant institution on serious grounds such as misconduct;

- by mutual agreement between the parties following a prior notice of at least two (2) months. Relevant EEAS and Commission headquarters shall be informed immediately and officially;
- by unilateral decision of the relevant institution in cases of incapacity to follow the training exceeding six (6) months;
- by unilateral decision of the relevant institution, if the trainee does not meet in practice the professional standards required to follow the training successfully, following a justified request by the Delegation;
- in cases of force majeure such as natural disasters, epidemics, wars, riots, rebellions, revolts, general strikes, or in any other circumstances beyond the control of the parties, which would make it definitively impossible or disproportionately difficult to implement the agreement or which would significantly change its economics.

# 5.8. Suspensive and Resolutive Clauses

The agreement and the calculation of certain financial arrangements may be based on documents and statements that the trainee declares to be truthful and accurate. The latter is obliged to provide any forms and certificates required by the EEAS at the time of his/her engagement and thereafter. Any false or incorrect statement by the trainee shall affect the validity of his/her engagement and may entail automatic termination of the agreement without period of notice or compensation.

Trainees are responsible for making sure that they have the correct visa, where applicable, and that they obtain all the documentation required by the authorities of the country in which they will follow their traineeship.

# 5.9. Complaints

Without prejudice to the possibilities for instituting proceedings under the conditions and time limits laid down in Article 263 of the Treaty on the Functioning of the European Union, any trainee may submit, within two (2) months of a decision rejecting a request or of an act adversely affecting him/her under these rules, a complaint to the EEAS' division or the Commission's unit responsible for staff complaints for their relevant trainees. The period shall start to run on the date of notification of the decision to the trainee, but in no case later than the date on which the latter received such notification.

The EEAS shall notify the person concerned of his reasoned decision within four (4) months from the date on which the complaint was lodged. If at the end of that period no reply to the complaint has been received, this shall be deemed to constitute an implied decision rejecting it.

#### 6. FINANCIAL ARRANGEMENTS

#### 6.1. Grant

On the basis of the traineeship agreement they have signed trainees will be awarded a monthly basic grant by the EEAS (if applicable, on behalf of the Commission or the sponsoring partner). The amount of this grant is decided by the EEAS/Commission

and other sponsoring partners on a yearly basis and is dependent on budgetary constraints. It is published on the EEAS website.

If the trainee decides to terminate his/her convention earlier than established in the convention, 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.

# 6.2. Other Arrangements

The following financial contributions, established on a lump-sum basis, may be paid to the trainee:

- a monthly hardship contribution for the difficulties encountered by the trainee when he/she is allocated to a country where living conditions may not be regarded as equivalent to those normally encountered in the EU;
- a monthly accommodation contribution throughout the duration of the training;
- an installation contribution which in principle is due at the beginning of the first training period.

The amount of each of the above mentioned contributions, as well as the conditions to be met by the trainee to receive these contributions, are fixed at regular intervals by the EEAS/the Commission according to the place of training and are published on the EEAS website before the opening of a new training period.

#### 6.3. Journey to and Return from the Place of the Traineeship

For each training period of nine (9) months the EEAS shall bear the cost of one journey from Brussels to the place of training and of one journey from the place of training to Brussels. Detailed rules are published on the EEAS website.

#### 6.4. Insurances

A set of individual insurances against sickness expenses, against the risk of accident and for repatriation is compulsory and shall be concluded by the trainee before starting the traineeship in a Delegation.

Where the trainee is not covered by the above mentioned insurance schemes, he/she will be insured through a compulsory scheme under conditions decided by the EEAS (in consultation with the Commission) and published on the EEAS website. In such case, the financial contribution of the trainee for the payment of above mentioned insurance's premiums is deducted from his/her grant.

The default of subscription by the trainee to above individual schemes or registration to those of the EEAS/Commission may lead to immediate termination of the traineeship agreement without financial compensation.

#### 7. ORGANISATION OF THE TRAINING

#### 7.1. General

The trainee shall comply with the office hours laid down by the Delegation where the training takes place. No payment shall be made in respect of overtime.

In the course of his/her training, the trainee may be required to undertake missions inside or outside his/her training place, upon request or after the consent of the Head of Delegation. Missions are governed by the rules set out in the Guide to Missions for officials and other servants. Mission appropriations for trainees are allocated to Delegations by the EEAS on a yearly basis, depending on budgetary constraints.

# 7.2. Public Holidays and Annual Leave

The trainee shall comply with the rules laid down by the Delegation for its officials as regards public holidays in the host country. Such days shall not be deducted from annual leave. The trainee shall be entitled to paid annual leave calculated on the basis of two and a half (2.5) working days per month. The trainee shall not engage in any other professional activity, whether gainful or not, during a period of leave or absence.

No financial compensation shall be payable by the EEAS (or by the Commission) to their respective trainees where entitlement to leave has not been entirely used up at the end of their agreement. Leave may be carried over, with the authorisation of the Head of Delegation, to the next training period if the first agreement is renewed.

The trainee shall inform the Delegation of his leave address and telephone number.

# 7.3. Special Leave in Exceptional Circumstances

In addition to normal leave, by way of exception, the trainee may be granted special leave on the grounds of the following family circumstances: marriage of the trainee; birth of a child of the trainee; serious illness of a child, the spouse, or a relative in the ascending line of the trainee; death of the spouse, a child, or relative in the ascending line of the trainee or the spouse.

#### 7.4. Absences

The trainee shall not be absent from training without the Head of Delegation's prior consent. In case of absence due to illness or accident, the trainee shall immediately inform the Delegation and supply it with a medical certificate irrespective of the duration of the absence.

Any absence must be justified and notified to the Delegation within twenty-four (24) hours, as soon as practicable; otherwise it will constitute serious misconduct, which could lead to the immediate termination of the agreement without notice or compensation. In cases of unauthorised absence, the trainee shall not receive the grant and contributions for the periods in question, without prejudice to the EEAS's and the Commission's right to terminate the agreement on grounds of serious misconduct.

#### 8. RIGHTS AND OBLIGATIONS OF TRAINEES

### 8.1. Privileges and Immunities

The Head of Delegation will seek to obtain from the Receiving State the granting to the trainee of the necessary privileges and immunities equivalent to those granted to administrative and technical staff pursuant to Art. 37 §2 of the Vienna Convention on Diplomatic Relations for the duration of the training in the Delegation. The Head of Delegation may, on the basis of a well justified request addressed to the Chief Operating Officer of the EEAS, request permission to obtain the granting of the same privileges and immunities than those granted to EU officials posted in his Delegation.

#### 8.2. Assistance to the Trainee

The EEAS shall assist the trainee, notably as regards any proceedings brought against the perpetrators of threats, indecent conduct, insults, defamatory acts or utterances or assaults against the person or property, suffered by him/herself or by the members of his/her family by reason of his/her position as a trainee or his/her assignments within the Delegation.

### 8.3. Conduct of the Trainee

The trainee shall, in all circumstances, conduct him/herself in accordance with the requirements of the EEAS. The trainee shall follow the training and behave with integrity, courtesy and consideration. The trainee shall carry out his/her assignments under the conditions laid down by the Head of Delegation with due care and integrity and in accordance with the utmost professional conscientiousness and the most stringent standards corresponding to his qualifications.

The trainee shall refrain from using his/her position or any special facilities which he/she enjoys by virtue of his/her assignments to secure any benefit for him/herself or for third parties. The trainee shall respect the law and practices in force in the Delegation's host country, in particular as regards the rules governing immigration, residence, employment, customs, taxation and monetary matters.

The trainee shall observe the strictest neutrality as regards opinions, in particular those of a political or religious nature expressed or observed in the country in which he/she follows his/her training.

The trainee shall obtain the EEAS' express prior authorisation where any member of his/her family, residing under the same roof and enjoying the same privileges and immunities than his/her own, decides to undertake any work locally, whether gainful or not. Such activity must not be of such a nature as to prejudice the proper conduct of the traineeship or of the trainee's assignments, his/her independence, or more generally, the Union's, the EEAS's and the Commission's interests, image and reputation.

# 8.4. Independence

The trainee shall fulfil the obligations prescribed by the agreement completely independently of third parties, and, in particular, of private consultancies and other firms with which he/she may be required to deal when carrying out his/her assignments, or of public authorities.

#### 8.5. Exclusivity and Loyalty

The trainee shall devote all his/her professional activities to following out his/her training. He/she shall not accept any form of employment or activity, whether permanent or not, or any form of service contract, whether written or not, gainful or not, official or *de facto*, with third parties without the EEAS's prior authorisation.

### 8.6. Duty of Discretion and of Non-Disclosure of Information

The trainee shall observe the greatest discretion in regard to all facts and information of which he/she becomes aware in the context of his/her training or presence on the premises of the Delegation. Without prior written authorisation by the Head of Delegation, the trainee shall not communicate to any third party any information, correspondence or documents which he/she is required to draw up or of which he/she becomes aware of in the course of carrying out his/her assignments, or be party to any statement, interview or publication relating to matters dealt with in the course of his/her assignments. Trainees shall respect the same rules for contacts with the Press as Delegation staff and follow the instructions given by the Head of Delegation.

# 8.7. Responsibilities

The trainee shall not commit the EEAS and the Commission in any way, either legally or financially. The trainee shall ensure that legal obligations are complied with by persons for whom he/she is responsible in his/her place of training. Should he/she contravene such rules, the trainee shall alone suffer all the consequences thereof, including the financial consequences. The EEAS or the Commission may regard the agreement as suspended throughout any period during which the trainee may, as a result, be unavailable for training, without prejudice to their right to terminate the agreement. The EEAS or the Commission shall not be liable to its trainee for the payment of the grant and other financial contributions under above paragraph 6 throughout the duration of any such suspension of the agreement.

# 8.8. Duty of Information

The trainee shall supply information as requested by the EEAS for the purpose of administering his/her agreement, particularly with regard to the law governing individuals and property in the host country of the Delegation.

The trainee shall inform the EEAS as soon as possible of any change affecting his/her civil status, that of his dependants and, more generally, any factor or condition used as a basis for determining the financial terms and conditions of his/her agreement as stated to the EEAS at the time of his/her engagement. The trainee shall, in addition, inform the EEAS without delay of any change in his/her circumstances which may affect all or part of his/her entitlements, in particular any leave, absence, repatriation (whether temporary or permanent), whatever the duration thereof.

The trainee shall also inform the EEAS, upon his arrival at his/her place of training, of the whereabouts of the members of his/her family (in particular, the dates of arrival of the members of his/her family who have moved with him/her) and of his/her place of residence and, subsequently, any change in the said information.

# 8.9. Liability for Premises and Property

The trainee shall be held personally liable for such premises, equipment and supplies as are entrusted to him/her for training purposes. He/she shall treat them with due care and attention, shall be responsible for their maintenance and shall report without delay any loss, theft or damage. In general the trainee shall inform the person in the Delegation responsible for the management of inventories of any movement or change in the situation of goods in the inventory for which he/she is responsible, using the forms provided. He/she shall accept financial liability for any loss or damage to the funds, assets and documents in his/her charge, which have occurred as a result of his/her fault.

#### 8.10. Breach of the Trainee's Obligations

Any breach by the trainee of his/her obligations under the agreement may be held to constitute serious misconduct which might justify immediate termination of the agreement, without notice or compensation.

# 8.11. Protection of Personal Data

All personal data concerning the trainee's agreement or the execution thereof shall be processed pursuant to Regulation (EC) No 45/2001 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. It shall be processed solely for the purposes of the implementation, management and follow-up of the agreement by the EEAS (division EEAS.MDR.C.3), without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with EU law.

The trainee has the right of access to his/her personal data and the right to rectify any such data that is inaccurate or incomplete. Should the trainee have any queries concerning the processing of his/her personal data, he/she shall address him/herself to the Data Protection Officer of the EEAS. The trainee has the right of recourse at any time to the European Data Protection Supervision.

### 8.12. Traineeship Reports

Trainees and their respective supervisors must complete a standard final evaluation report at the end of the traineeship period. The report is elaborated following a dialogue between the trainee, his supervisor and their Head of Delegation. The final version of the report is sent before the last day of the traineeship period to the EEAS Headquarters and to the Commission services for their respective trainees.

The report may upon request be communicated to the trainee's Member State of origin, subject to the consent of the trainee and the EEAS, or of the Commission for its own trainees.

# ANNEX 2

# SIMPLIFIED FINANCIAL STATEMENT

(to be used for any internal Commission decision of general significance proposed by horizontal departments and/or by administrative offices with a budgetary impact on operating appropriations or on human resources, when use of any other type of financial statement is not obligatory – Article 16 of the Internal Rules)

1	Title of draft decision:
	Decision of the Commission and the High Representative of the European Union for Foreign Affairs and Security Policy establishing a High Level Traineeship Programme in the Delegations of the European Union and the Rules Governing this Programme in Partnership with the Member States of the European Union
2	Policy area(s) and ABB activity(ies) concerned:
	19, 20, 21, 22
3	Legal basis :
	X Administrative autonomy
<u>4</u>	Description and grounds:
	Establishment of a programme for high level training of junior professionals in Union Delegations replacing the former JED (Jeunes Experts en Délégation) scheme
<u>5</u>	Duration and estimated financial impact:
	5.1 Period of application:
	☐ Decision with a limited duration
	☐ Decision in force from [YYYY] to [YYYY]
	☐ Financial impact from [YYYY] to [YYYY]
	X Decision with an indefinite duration in force from 01/01/2013
	5.2 Estimated budgetary impact :
	The draft decision entails:
	X savings

additional costs (if so, specify framework concerned):	the heading(s) of the	e multiannual financial		
name work concerned).				

5.3 Third-party contributions to the financing of the draft decision:

If the proposal provides for co-financing by Member States or other bodies (please specify which), you should give an estimate of the level of co-financing, if known.

).

appropriations in EUR million (to 3 decimal places

	Year <b>n</b>	Year n+1	Year n+2	Year n+3	Year n+4	Year n+5	Year <b>n+6</b> and +.	Total
Specify cofinancing source/body								
TOTAL appropriations cofinanced								

# 5.4 Explanation of figures:

Average costs are shown at the foot of page <a href="http://www.cc.cec/budg/pre/legalbasis/pre-040-020">http://www.cc.cec/budg/pre/legalbasis/pre-040-020</a> preparation en.html

The average cost per trainee is estimated at this stage at around 50.000 € per year. This amount includes the trainee grant as well as a monthly accommodation contribution, an installation contribution and where relevant, a hardship contribution in countries with especially difficult living conditions. This globally represents a reduction of around 50 % of the cost of the present JEDs program while keeping the same number of participants.

# 6 Compatibility with the current multiannual financial framework:

X	The proposal is compatible with existing financial programming.
	The proposal will entail reprogramming of the relevant heading in the
	multiannual financial framework.
	The proposal requires use of the flexibility instrument or revision of the
	multiannual financial framework <sup>2</sup> .

# 7 Impact of savings or additional costs on the allocation of resources :

See points 19 and 24 of the Interinstitutional Agreement.

Ц	Resources to be obtained by means of internal redeployment within departments
X	Resources already allocated to the department(s) concerned
	Resources to be requested during the next allocation procedure

The human and administrative resources required will be covered by the allocation which may be granted to the managing DG under the annual allocation procedure in the light of existing budgetary constraints.

#### **ANNEX 2:**

# ESTIMATED FINANCIAL IMPACT (savings or additional costs) FOR APPROPRIATIONS OF AN ADMINISTRATIVE NATURE OR FOR HUMAN RESOURCES

FTE=Full-time equivalent

19, 20, 21 and 22 are the policy areas or titles concerned

EUR million (to 3 decimal places)

FTE in persons/year Year		Year n+1		Year n+2		Year n+3		Year n+4		Year n+5		Year n+6 et seq.		TOTAL / Annual cost		
Heading 5	FTE	appropr.	FTE	appropr.	FTE	appropr.	FTE	appropr.	FTE	appropr.	FTE	appropr.	FTE	appropr.	FTE	appropr.
Establishment plan posts (official	Establishment plan posts (officials and/or temporary staff)															
XX 01 01 01 (Headquarters and		0,032		0,032		0,032		0,032		0,032		0,032		0,032		0,032
Commission's Representation Offices)	0.25		0.25		0.25		0.25		0.25		0.25		0.25		0.25	:
•	0.23		0.23		0.23		0.23		0.23		0.23		0.23		0.23	<u>.                                    </u>
XX 01 01 02 (Delegations)	<u> </u>				<u> </u>		<u> </u>		<u> </u>		<u> </u>					<u>i</u>
External staff	· ·				1				1		1				1	1
01 01 02 01 (total budget)			-								:					
XX 01 02 02 (Delegations)	24	1,200	24	1,200	24	1,200	24	1,200	24	1,200	24	1,200	24	1,200	24	1,200
Other budget lines (specify)	i				İ		1		İ							! !
Subtotal – Heading 5	24,25	1. 232	24,25	1. 232	24,25	1. 232	24,25	1. 232	24,25	1. 232	24,25	1. 232	24,25	1. 232	24,25	1. 232
Outside Heading 5																
Establishment plan posts (official	ls and/c	or temporary s	staff)													
XX 01 05 01 (Indirect research)																! !
10 01 05 01 (Direct research)																! ! !
External staff															-	
XX 01 04 yy	1															
Headquarters	1															! ! !
Delegations																:
XX 01 05 02 (Indirect research)											-					
10 01 05 02 (Direct research)											-	<u> </u>				:
Other budget lines (specify)																
Subtotal – Outside Heading 5																
TOTAL	24,25	1.232	24,25	1.232	24,25	1.232	24,25	1.232	24,25	1.232	24,25	1.232	24,25	1.232	24,25	1.232

	Year <b>n</b>	Year <b>n+1</b>	Year n+2	Year n+3	Year n+4	Year n+5	Year n+6 et seq.	TOTAL
Heading 5		1111	1112	1113	11.4	11.0	iii o et seq.	
<u>Headquarters</u>								
XX 01 02 11 01 - Missions and entertainment expenses								
XX 01 02 11 02 - Meetings and conferences								
XX 01 02 11 03 – Committees								
XX 01 02 11 04 – Studies and consultations								
XX 01 02 11 05 - Information systems								
XX 01 02 11 06 – Further training								
XX 01 03 01 03 - Equipment and furniture								
XX 01 03 01 04 - Services and other operating expenditure								
Other budget lines (specify where necessary)								
Delegations:								
XX 01 02 12 01 – Missions, conferences and entertainment expenses								
XX 01 02 12 02 - Further training of officials								
XX 01 03 02 01 - Acquisition, renting and related expenditure								
XX 01 03 02 02 Equipment, furniture, supplies and services								
Subtotal – Heading 5								
Outside Heading 5								
XX 01 04 yy – Expenditure on technical and administrative assistance (not including external staff) from operational appropriations (former 'BA' lines)								
- Headquarters								
- Delegations								
XX 01 05 03 - Other management expenditure - indirect research								
10 01 05 03 - Other management expenditure - direct research								
Other budget lines (specify where necessary)								
Subtotal – Outside Heading 5								
GRAND TOTAL								