



DECISION OF THE GOVERNING BOARD

laying down the rules on the use of “non-blue book” academic or professional trainees in the Shift2Rail Joint Undertaking

N° 03/2020

THE GOVERNING BOARD OF THE SHIFT2RAIL JOINT UNDERTAKING (hereinafter referred as the “S2R JU”),

Having regard to the Treaty on the Functioning of the European Union¹;

Having regard to Council Regulation (EU) No 642/2014 of 16 June 2014 establishing the S2R JU² (hereinafter “the S2R JU Regulation”), and in particular Article 7(2) and Article 8(r) of the Statutes annexed to the S2R JU Regulation;

Having regard to the Decision n° 21/2016 adopted by the S2R JU Governing Board on 25 October 2016 laying down the rules on the use of trainees in the S2R JU, which apply by analogy the Commission decision C(2005)458 of 2 March 2005 laying down the rules governing the official traineeships scheme of the European Commission (“commonly known as ”Blue Book Traineeship”);

Whereas:

(1) The S2R JU is facing a growing demand for the recruitment of “non-blue book” academic or professional trainees not covered by the rules governing the official traineeships scheme of the European Commission above referred;

(2) It is in the interest of the S2R JU that the latter provide students enrolled at an academic institution or professional trainees currently employed in a private or public organization with a unique and first-hand experience of the workings of the Shift2Rail Joint Undertaking, in particular, and of the EU institutions, bodies and agencies, in general.

(3) It is necessary to complement the S2R JU Governing Board Decision GB n°21/2016 in order to allow the admission of “non-blue book trainees” in the S2R JU;

(4) Article 10(4) (h) of the Statutes annexed to the S2R JU Regulation empowers S2R JU Executive Director to sign individual agreements or decisions.

HAS ADOPTED THIS DECISION:

¹ OJ C 202, 7.6.2016, p. 47.

² OJ L 177, 17.06.2014, p.9-33.

Article 1

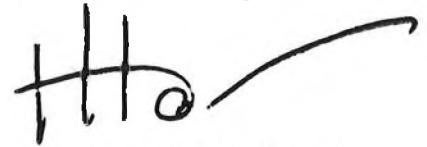
The S2R JU may make use of “non-blue book” academic or professional trainees not covered by the rules governing the official traineeships scheme of the European Commission in accordance with the Annex to this Decision.

Article 2

This Decision shall enter into force on the day following that of its adoption.

Done at Brussels, on 26 March 2020.

For the Governing Board

A handwritten signature in black ink, consisting of stylized letters 'H', 'H', and 'o' followed by a long, sweeping horizontal stroke that ends in a small upward curve.

Henrik HOLOLEI
The Chairperson

Annex: Rules on the use of “non-blue book” academic or professional trainees in the Shift2Rail Joint Undertaking

Rules on the use of “non-blue book” academic or professional trainees in the Shift2Rail Joint Undertaking

Article 1 General provisions

- 1) “Non-blue book trainees” (hereinafter referred as “trainees”) are considered trainees that are not covered during the traineeships period at S2R JU by the rules governing the official traineeships scheme of the European Commission (decision C(2005)458 of 2 March 2005), commonly known as ”blue book” traineeship;
- 2) Only students enrolled at an academic institution as an undergraduate, graduate or postgraduate student during the periods of the traineeship may be recruited as “non-blue book” academic trainees.
- 3) Only professionals employed in a private or public organization with a valid trainee program, traineeship agreement or professional contract may be recruited as “non-blue book” professional trainees.
- 4) The “non-blue book” traineeship shall not have financial implications for the S2R JU and all costs related to the traineeship shall be borne by the academic institution or the private or public organization which the “non-blue book” trainee is enrolled or employed.
- 5) The “non-blue book” traineeship shall be concluded for a period of minimum one (1) month and shall not exceed twelve (12) months; it might be extended for duly justified reasons.
- 6) The objectives of the “non-blue book” traineeships is mainly to:
 - provide trainees, through contributing to the everyday work of the S2R JU, with a professional experience of the workings of the Joint Undertaking;
 - promote European integration within the spirit of new governance and through active participation to create awareness of the European policies;
 - provide the opportunity to trainees to put into practice knowledge acquired during their studies or professional experience, and in particular in their specific areas of competence, thereby usefully complementing their studies and their professional experience as the case may be with the one within the JU.
- 7) Traineeships shall not give trainees the status of officials or staff of the S2R JU. They shall confer neither entitlement to employment in the services of the S2R JU neither priority over other applicants for an employment in the S2R JU.
- 8) Trainees may not be recruited where a conflict of interest might occur, irrespective of the candidate's prior professional experience or nationality.
- 9) No age limit is imposed on the candidates for traineeships.
- 10) Traineeship shall be proposed by universities, research centres any other private and public entities which have an interested in the scope of activities of S2R JU.. A trainee program, traineeship agreement, employment contract or equivalent must be concluded between the trainee and the public or private organisation for the whole period of the traineeship at S2R JU.

- 11) No traineeship applications will be accepted from single individuals.
- 12) Salary, accommodation, social insurance, travel expenses or any other costs are not covered by S2R JU.
- 13) A “S2R JU Traineeship Agreement” governing aspects such as administrative working conditions in the JU, confidentiality and conflict of interest aspects shall be established by the S2R JU and the trainee.

Article 2

Admission procedure for traineeships

- 1) Non-blue book” academic or professional trainees may be accepted by the S2R JU subject to the following conditions:
 - the S2R JU has the capacity to offer a traineeship position within its organisation,
 - the candidate does not benefit from the official traineeships scheme of the European Commission referred in Article 1 when applying for the traineeship,
 - the candidate accept the conditions of the traineeship with no cost for the S2R JU,
 - the candidate is enrolled at an academic institution as an undergraduate, graduate or postgraduate student during the periods of the traineeship or professionals employed as a trainee in a private or public organization with a valid trainee program, traineeship agreement or professional, and
 - the candidate fulfils the following criteria:
 - be a national of the Member States of the European Union or of a country associated to the Horizon 2020 or similar Framework Programme³;
 - possess or pursue a recognised post-secondary or higher education degree/certificate (undergraduate, graduate, postgraduate or equivalent), evidencing completion of a full cycle of studies, or in the case of candidates who are at the end of their studies, an official attestation from their school or university stating the marks obtained;
 - have an initial experience or specific expertise that is found of interest by the S2R JU in one of its areas of work, obtained either through specialisation as part of the applicant’s studies, a dissertation or other research project conducted as part of their studies or through professional experience or a previous traineeship or otherwise;
 - have a thorough knowledge of one official language of the European Union and a satisfactory knowledge of another language of the European Union; one of these languages must be the working language of the S2R JU (English).

Article 3

Evidence

Before starting the traineeship, the candidate will be required to provide the following documents to the S2R JU:

³ Countries associated to the Horizon 2020 Framework Programme are Iceland, Norway, Armenia, Israel, Moldova, Ukraine, Albania, Bosnia-Herzegovina, FYROM, Montenegro, Serbia, Turkey and the Faroe Islands.

- documents proving that the candidate meets all criteria set in Article 2, in particular :
 - For academic trainees: a confirmation issued by the academic institution that the student is enrolled at this institution for the whole period of the traineeship;
 - For professional trainees : trainee program, traineeship agreement, employment contract or equivalent document concluded between the trainee and the public or private organisation for the whole period of the traineeship at S2R JU;
- an excerpt from police records;
- documents showing that the trainee has a valid public or private health and accident insurance for the entire duration of the traineeship period issued by the insuring body ;
- any other relevant confirmation stating that the traineeship is in compliance with national laws, regulations, and/or administrative provisions.
- any additional documents as required by the S2R JU's HR department.

Article 4

Insurances and tax / social security matters

- 1) The S2R JU shall not pay any form of financial benefits to the trainees that in this respect shall be under the contractual or administrative conditions defined by the academic institution or organization of origin.
- 2) The academic institution, public or private organisation shall be responsible for organising the trainee accident insurance and sickness insurance against health risks, along with any insurance required for its family members for the duration of the traineeship.
- 3) Trainees shall bear sole responsibility for the fulfilment of their obligations under any applicable laws and towards any authorities, in particular (without limitation) as regards their tax and social security / health insurance status/situation and duties.
- 4) Trainees shall expressly acknowledge that the traineeship is not an employment contract and shall not create or be interpreted as creating any employment relationship in any aspect whatsoever between the S2R JU and the trainee.
- 5) Civil liability insurance for the damaged caused by the trainee during the traineeship are covered by the S2R JU within the same conditions as the S2R JU staff.

Article 5

Rights and obligations of trainees

- 1) Once the trainee joined the S2R JU, his/her work shall be directed by the Head of Unit to which the trainee is allocated. The trainee's supervisor shall be responsible for instructing the trainee and shall advise him/her on the performance of the work allocated. As far as possible, his/her supervisor shall ensure that the trainee is involved in the everyday work of the S2R JU.

- 2) Trainees are entitled to participate only in relevant training courses organised internally by the S2R JU and subject to the prior approval of their supervisor.
- 3) Throughout the traineeship, the trainee shall act as instructed by his/her supervisor. The trainee shall take part in the work of the unit and in activities organised for his/her benefit, keeping to the timetables and programmes set. During the traineeship, the trainee shall consult his/her supervisor on any initiative s/he plans to take with regard to the work of the S2R JU. Under no circumstances may a trainee on his/her own represent the S2R JU in any manner whatsoever, in particular (without limitation) with a view to entering into commitments, whether financial or otherwise, or negotiating on its behalf.
- 4) Within the Unit to which s/he is allocated, the trainee shall (i) attend meetings on matters which are of relevance to him/her and which are not confidential or classified, (ii) receive documentation and (iii) take part in the work of the Unit at a level appropriate to his/her qualifications.
- 5) Subject to budgetary constraints, visits or study tours of relevance to the traineeship scheme may be organised for trainees. Trainees shall not be sent on missions; however, in exceptional cases, the Executive Director may authorise this following a reasoned request by the trainee's supervisor. This authorisation shall entitle the trainee to reimbursement of travel expenses and a daily subsistence allowance in accordance with relevant provisions applicable to staff members.
- 6) The trainee shall treat with utmost confidentiality all facts and information to which she/he becomes privy in the course of the traineeship and shall sign a confidentiality statement. She/he shall not, in any manner whatsoever, divulge to unauthorised persons any document or information which is not in the public domain.
- 7) Trainees must not have any professional connections with third parties which might be incompatible with their traineeship (i.e. must not work for lobbyists, legal attachés, etc.). If a conflict of interest should arise during their assignment, trainees should immediately report this to his/her supervisor.
- 8) The trainee shall not, without the permission of the Executive Director, publish, or have published, any text concerning the work of the S2R JU, either carried out individually or in cooperation with others. Such permission shall be conditional on any terms that the Executive Director may set. All rights attached to work done for the S2R JU in the course of a traineeship shall be vested in the S2R JU. The former trainee shall remain bound by these obligations of confidentiality even after the traineeship has ended.
- 9) Trainees must respect the same rules for contacts with the press as any S2R JU staff and follow the instructions provided. The S2R JU reserves the right to terminate the traineeship and to take action against any person who does not respect this obligation.
- 10) Trainees must exercise their duties and behave with integrity, courtesy and consideration. They shall perform work assigned to them with the utmost care and apply the highest professional standards to such work, in the best interest of the S2R JU.

- 11) Trainees shall respect the S2R JU's internal rules and procedures.
- 12) The trainee shall be subject to the same regulations concerning working hours as apply to staff members within the S2R JU. If the contract states that the traineeship is part-time, the trainee's supervisor shall keep a time sheet for every part-time trainee.
- 13) The trainee shall be entitled to leave of two working days per month of traineeship. If the traineeship is part-time, this leave shall be proportionate. Nevertheless, a specific agreement can be reached with the academic institution or organization of origin to address any national rules or requirements.
- 14) The trainee shall respect the same holiday schedule as applies to the S2R JU staff in the same location. In the event of sickness, the trainee shall notify his/her supervisor and the Human Resources Department or its representative immediately. If the period of absence exceeds three successive calendar days, the trainee shall inform his/her supervisor and send to the Human Resources Department or its representative a medical certificate stating that he/she is unfit to work and indicating the probable length of absence. Where required in the interest of the service the trainee shall undergo medical examinations.
- 15) When trainees are absent without justification or without notifying their supervisor, the Human Resources Department or its representative shall instruct the trainee in writing to report to the Unit in which the traineeship is taking place within a week of the reception of the written notification. The trainee should also provide proper justification for his/her unauthorised absence. The Executive Director may decide, following examination of the justification given and upon advice from the Human Resources Department or its representative, or if no justification is received after this deadline, to immediately terminate the traineeship without further notice.

Article 6

End of the traineeship

- 1) At the end of the traineeship, the trainee shall submit a report on his/her work to his/her supervisor who shall forward it to the Head of Unit together with an evaluation report. After this report has been compiled and entered in his/her personal file, the trainee shall receive a certificate confirming the length of the period served.
- 2) The Executive Director may agree to suspend the traineeship for a specific period on receipt of a written request by the trainee and after obtaining the opinion of the traineeship counsellor.
- 3) The Executive Director may terminate the traineeship on receipt of a reasoned request by the trainee or his/her academic institution or organization of origin.

- 4) The S2R 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 application or during the traineeship period.
- 5) The Executive Director may decide at any time to terminate the traineeship on grounds of the trainee's behaviour, after hearing the trainee and the trainee's supervisor concerned.
- 6) The Executive Director, following a justified request by the trainee's supervisor and approved by the Human Resources Department or its representative, 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.
- 7) 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 Executive Director for approval. This request, stating the relevant reasons, must be submitted at least two weeks in advance of the new termination date foreseen, via his/her supervisor and the Human Resources Department or its representative. Trainees may only terminate their contracts on the last day of the month or on the 15 of month.

Article 7

Final provisions

- 1) Based on the above rules the S2R JU, represented by the Executive director, will conclude the Agreement referred to in Article 1.13.
- 2) The Human Resources Department or its representative is responsible for the implementation of these rules.
- 3) These rules will enter into force as specified in the Decision.