

The Executive Director

DECISION No ADM-14-15 REV on paid traineeships offered by the Office to young university graduates as part of the Pan-European Seal Professional Traineeship Programme

The Executive Director of the European Union Intellectual Property Office (hereinafter 'the Office'),

Having regard to Regulation (EU) No 2015/2424 of 24 December 2015 on the European Union trade mark, and in particular Article 124(2) thereof,

Having regard to Council Recommendation 2014/C 88/01 of 10 March 2014 on a quality framework for traineeships, in particular its Article 10,

Having regard to the Office Seat Agreement, in particular its Article 5,

Whereas it is in the interest of the construction of the European Union and in that of the Office that the latter promotes its work amongst young university graduates;

Whereas the Office in cooperation with EPO is working on the promotion and implementation of the Pan-European Seal Professional Traineeship Programme (hereinafter 'the Pan-European Seal');

HAS ADOPTED THIS DECISION:

Article 1
Purpose and scope

These rules govern the official traineeships scheme of the Office addressed to young university graduates. The number of traineeships available will be decided by the Executive Director of the Office for each traineeship period.

The aims of the official traineeships with the Office are as follows:

- To provide young university graduates with a unique and first hand practical experience of the European Union in general and the Office in particular as well as to enable them to put into practice knowledge acquired during their studies, and in particular in their specific areas of competence.
- To ensure an understanding of the objectives and procedures concerning European Union trade marks and Community designs.
- To promote European integration through active participation and to create awareness of true European citizenship in a multilingual environment.

The Office through its official traineeships scheme:

- Benefits from the input of young enthusiastic graduates, who can give a fresh point of view and up-to-date academic knowledge, which will enhance the everyday work of the Office;
- Creates a pool of young people with first-hand experience of the European Union trade mark and design system as well as of the Office, and who will contribute to spreading EU and IP knowledge and awareness;
- Extensively promotes IP knowledge including infringements of IP titles and best practice.

Article 2 **Eligibility**

1. Nationality

Trainees are selected from nationals of the Member States of the European Union and candidate countries. In addition, a limited number of trainees may be selected from third countries.

2. Qualifications

a) University Degree

Candidates must have completed the first cycle of a higher education course (undergraduate university degree) and obtained a full degree certificate or its equivalent before the selection starts. The requirements as regards qualifications are specified in the Terms and Conditions of Traineeships at the Office published on the official website.

b) Languages

In order for the trainees to fully profit from the traineeship and to be able to perform adequately, a working knowledge of one of the five working languages of the Office (German, English, French, Italian, or Spanish) is compulsory at a minimum level attested of B1 following the Common European Framework of Reference for languages.

Furthermore, it would be suitable for candidates to have good working knowledge of at least one other EU official language. Specific needs may be indicated in the publication of the trainee profile.

Knowledge of the language(s) declared in the application, should be supported by the appropriate documents (i.e. degrees, certificates, proof of having studied in the language in question, etc.) and may be tested.

3. Prior employment or traineeship

The Office will not accept applications from candidates who have already benefited or are benefiting from any kind of in-service traineeships (paid or unpaid) within a European institution, Agency or body as listed on the page http://europa.eu/about-eu/institutions-bodies/index_en.htm, including any person who is or has been an assistant to a member of Parliament, a contracted consultant or *intra-muros* researcher, a temporary staff member, a contract staff member, an auxiliary staff member or an interim staff member of any EU institution, body, delegation or representative office, whatever the duration.

Candidates should inform the Human Resources Department (hereinafter 'HR') of any change in their situation that might occur at any stage of the selection process.

4. The Office considers applications without discrimination on the grounds of sex, race, colour, ethnic or social origin, genetic characteristics, language, religious, political or other convictions or opinions, membership of a national minority, financial situation, birth, disability, age, sexual orientation, marital status or family situation.

Article 3
The selection process

1. Each Department of the Office will define the correspondent profile and objectives for the traineeship and is invited to communicate it to HR preferably before the end of March each year.
2. Within the framework of the Pan-European Seal, each University, having signed a Memorandum of Understanding (MoU) with the Office, shall provide the latter, preferably by end of June each year, with a short-list of the five best young graduates of that academic year according to the academic merits, as potential candidates for traineeship.

3. Selection criteria

Applications received by the Universities will be evaluated based on:

- CV and motivation letter;
- degree(s)/ diploma(s);
- language skills;
- Certificate of having completed at least one of the on-line free courses of the Office Academy.

HR or the University may give further details as regards the required conditions for the different profiles wherever needed.

4. Selection procedure

Accordingly with the number of traineeships available, as decided by the Executive Director of the Office for such traineeship period, in the light of the requirements of the profiles defined by the Departments, HR lists the applications that best match each profile and sends them to each Department.

5. Establishment of the final list

The Departments select their candidates for traineeship and rank them by order of preference. The Department then transmits this list to HR.

HR drafts, for each profile, a final list containing the candidates as ranked by the Departments.

Following approval by the Executive Director, HR informs all candidates of the results of the procedure.

6. Selected Trainees

The candidates selected as trainees will sign a traineeship agreement and shall provide all completed forms and certificates required by HR .

7. Conflict of interest

Candidates may not be offered a traineeship by the Office where a conflict of interest might arise. The trainee will sign a Declaration of Interest and a Confidentiality clause at the time of the traineeship offer and before commencing his/her traineeship, following the Office Guidelines on prevention and management of conflicts of interests (link).

8. National documentation

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 are based (e.g. extract of police records) before commencing their traineeship.

9. Unsuccessful applications

If an application is unsuccessful, a candidate may submit a new application for a future traineeship period.

10. Withdrawal of application

At any stage of the selection process, candidates may withdraw their application by informing HR in writing.

11. Keeping of Files

HR keeps candidates files in accordance with Regulation (EC) No 45/2001 of 18 December 2000 (on the protection of individuals with regard to the processing of personal data by the European Union institutions and bodies and on the free movement of such data, or any succeeding Regulations) whether the applications gave rise to selection or were rejected or withdrawn.

Article 4

Conditions of the traineeship

1. Traineeship period and agreement

a) Traineeship agreement

An original traineeship agreement is signed by the trainee on his/her starting date. He/she will receive an original after signature of the Executive Director or any Member of the Management with delegation of authority. This traineeship agreement will govern the terms and conditions of the traineeship.

b) Traineeship period

The duration of the traineeship is of 12 months, starting between 1 September and 15 October each year.

The starting date of traineeships may be deferred, upon written request by the candidate, in exceptional and duly justified cases, after agreement with the applicable service or department.

c) Assignment and duties of Trainees

Trainees are assigned to a Department and/or service and informed of the tasks to be performed and goals to be achieved in the framework of the traineeship in terms of training and professional development.

Trainees are placed under the responsibility of a supervisor, member of the management of the Office or at least under the responsibility of a Head of Sector. Each supervisor may be responsible preferably for only one trainee by period. The supervisor must guide and closely follow the trainee during his/her traineeship. The supervisor must immediately notify HR of any significant incidents during the traineeship (in particular, unjustified or recurrent absences, professional incompetence, accidents, inappropriate behaviour, or interruption of the traineeship) which comes to his/her attention or of which the trainee has informed him/her.

Trainees shall be required to comply with the instructions given by their supervisors in the Department, service or sector to which they are assigned.

They must also comply with the rules governing the in-service traineeship programme and the internal rules governing the functioning of the Office.

d) Interruption

Under exceptional circumstances, at the written request of the trainee stating the relevant reasons, the Executive Director of the Office may, after consultation with the supervisor of the trainee, authorise an interruption of traineeship for a given period.

Requests for interruption must be submitted fifteen working days prior to the desired date for commencing such period of interruption which cannot exceed one month by period, unless causes of force majeure have been presented by the trainee.

The traineeship grant and accident insurance at the place of carrying out the traineeship shall be suspended during such period of interruption. The trainee is not eligible to claim contribution to travel expenses during this period. The interruption will not alter the foreseen ending date.

e) Early Termination of agreement

The trainee may terminate his/her traineeship earlier than the date specified in the agreement. A written request must be submitted through his/her traineeship supervisor to HR fifteen working days prior to the desired date of termination.

2. Rights and Obligations of Trainees

a) Confidentiality

Trainees must exercise the greatest discretion regarding facts and information that come to their knowledge during the course of their traineeship. They must not, in any manner whatsoever, disclose any document or information not already made public. They will continue to be bound by this obligation after the end of their traineeship.

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, industrial property firms 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 or confidentiality issue should arise during their assignment, trainees should immediately report this to their supervisor and to HR in writing.

b) Contact with the Press

Trainees must respect the same rules for contacts with the Press as the statutory staff of the Office and follow the instructions provided.

c) Publications

All rights, for any articles or other work done for the Office, are the property of the Office. Trainees must, in the same way as the statutory staff of the Office, refer to the article 17 of the Staff Regulations.

The specific conditions governing the trainees' rights and obligations are further detailed in the Terms and Conditions of Traineeships at the Office published on the official website as well as the Office Guidelines on the Prevention and management of Conflicts of Interests.

3. Presence and absence

The trainee will record his/her presence and absence through the tools indicated by HR. The trainees are bound by the Office's bank holiday calendar.

a) Presence

Trainees must keep the same hours of presence at the Office as requested from statutory staff members. Trainees are not allowed teleworking.

b) Absence

I. Holidays

Trainees are entitled to 2 days annual leave per month. This called 'annual leave' entitlement is acquired pro rata to the months worked counted from the first day of the month. Days of leave not taken are not paid in lieu. These days could be cumulated to the end of the traineeship period, if not taken before, and requested in order to leave before the official end of the traineeship.

With the exception of days for trips and visits organised by HR, any days taken for participation in any competition, exam or university work, personal matters, family reasons, etc. must be taken from 'annual leave'.

The supervisor concerned shall monitor that the above rules are respected. Leave requests must respect the needs of the Service.

II. Sickness

In event of sickness, the trainee shall notify his/her supervisor immediately with copy to HR. Should this period of absence last for more than three days the trainee must provide the Office with a medical certificate which indicates the probable length of absence. This certificate must be forwarded to the Medical Service of the Office. A trainee may be subject to medical control visits.

III. Absence without Leave

In the event of absence without an approved leave request, the days shall be deducted from the trainee's annual leave entitlement. Should the trainee have no remaining leave entitlement, the absence will be subject to a reduction in the monthly grant at a rate of one thirtieth per day of absence.

Following a recommendation from HR and after considering the reason given for the absence, or where no reason is given, the Executive Director of the Office may terminate any traineeship without prior warning.

HR may demand the reimbursement of costs incurred for the organisation of activities from absentee trainees who do not provide due and proper justification.

4. Termination of the traineeship

Trainees must, under all circumstances, exercise their duties and behave with integrity, courtesy and consideration both in and out of the Office.

The Executive Director of the Office, following a reasoned request by the supervisor and approved by the Director of the department concerned, and after hearing the trainee, reserves the right to terminate the traineeship if:

- the social behaviour or the conduct of the trainee does not prove satisfactory;
- the level of the trainee's competency, professional performance or knowledge of the working language is insufficient for the proper execution of his/her traineeship;
- at any moment it becomes apparent that the trainee knowingly made wrongful declarations, or provided false statements or papers at the moment of selection or during the traineeship period.

Article 5 **Accessibility**

The Office will do its best to find all reasonable measures for facilitating accessibility in order to enable a candidate to benefit from equal traineeships conditions, in particular through the following means:

- The Office is certified in Universal Accessibility 170.001.
- A disability allowance is foreseen in Article 6.3 of the present Administrative Decision.
- Contribution to Travel expenses for the person accompanying the Trainee may be allowed.

Article 6 **Financial Matters**

1. Basic Grant

Trainees will be awarded a basic monthly grant of 1.000 euros.

If the trainee terminates his/her agreement before the day its termination as set out by the agreement, he/she will be required to reimburse that part of the grant which he/she has received relating to the period which has not been fulfilled.

In case of sickness with justified medical assessment, after 1 month of absence and until the return of the trainee, the grant will be suspended . This will be notified as an interruption under the conditions of article 4.1.d of the present Decision.

2. Insurances

a) Health Insurance

Health insurance must be covered compulsorily by the trainee either through the Public Social Security system of his/her country of origin through the European Social Security Card, or through private insurance. The trainee shall provide to HR before the start of the traineeship period with the proof of the coverage for the complete duration of the traineeship period and valid on all the Spanish territory. Trainees are to bear all possible medical costs in which they may incur.

b) Accident Insurance

All trainees are insured against the risk of accidents at work by the Office. Trainees are to bear the cost of any other personal insurance coverage with a view to covering the activities not related to the specific duties of the traineeship.

3. Disability Allowance

Upon presentation of supporting documents, trainees suffering a disability may receive a supplementary amount to their grant equal to a maximum of EUR 500 per month. HR may consult the medical service of the Office if necessary with the agreement of the trainee.

4. Contribution to Travel expenses and missions

a) Contribution to Travel expenses from the place of residence to Alicante and back.

A contribution to the travel expenses shall be made in accordance with the provisions below:

- No contribution to the travel expenses shall be paid where the distance between the place of residence and Alicante is less than or equal to 200 km.
- For distances above 200 km the following flat-rate will apply:

Distance between the place of residence and Alicante	Applicable flat-rate amounts (in €)
201 to 500 km	100
501 to 1000 km	200
1001 to 2000 km	300
Over 2001 km	400

“Distance” means the distance (one way) between the city of residence and the city of Alicante.

b) Missions

In exceptional cases only, the Director of the Department to which a trainee has been assigned may request authorisation for a trainee to participate in an event and sent on a mission, on the condition that the event or mission is of a technical nature and not of a representative one.

For the organisation of the mission and the reimbursement of these expenses, the general rules on reimbursement provided in the Office’s Missions Guide will apply. The expenses will preferably be taken on by the department which requests the mission or the Academy when the subject matter of the mission is training.

HR should always receive a copy of the mission order, signed by the Director of the department.

5. Taxation

Trainees are solely responsible for the payment of any taxes corresponding to their monthly grant paid by the Office by virtue of the laws in force in the State in which the trainee pays tax.

At the end of the traineeship period, HR will issue a certificate, included in the traineeship report, declaring the total grant received by the trainee.

Article 7

Reports and Certificates

1. Traineeship reports

Trainees and supervisors must complete their respective part of the evaluation report at the end of their traineeship and forward them to HR. Trainees will receive a copy of this report.

2. Certificates and References

Trainees who have completed at least three months of the traineeship period will receive, after their traineeship period, a certificate specifying the dates of their traineeship period and the department, service or sector to which they were attached. The aforementioned certificates and any other references will be enclosed in the traineeship report.

Article 8

Future Employment

Admission to a traineeship does not confer on trainees any labour relationship with the Office, nor does it entail any right or priority with regard to an appointment in the services of the Office or any other European Union Agency or Institution as a member of statutory staff.

Trainees and ex-trainees may be recruited as any other external candidate to a statutory post, provided that he/she takes part in a selection procedure open to all European Union citizens.

Article 9

Final Provisions

This decision revokes and replaces decision No ADM-14-15.

The Director of the Resources department shall be responsible for the implementation of these rules.

This decision will enter into force on 02/08/2016.

Done at Alicante, on 01/08/2016



António Campinos
Executive Director