

Prague,
EUSPA/HRM/2024/302875

**DECISION OF THE EXECUTIVE DIRECTOR ON THE RULES GOVERNING THE TRAINEESHIP SCHEME OF
THE EUROPEAN UNION AGENCY FOR THE SPACE PROGRAMME**

THE EXECUTIVE DIRECTOR OF THE EUROPEAN UNION AGENCY FOR THE SPACE PROGRAMME (EUSPA),

Having regard to the Regulation (EU) 2021/696 of the European Parliament and of the Council of 28 April 2021 establishing the Union Space Programme and the European Union Agency for the Space Programme and repealing Regulations (EU) No 912/2010, (EU) No 1285/2013 and (EU) No 377/2014 and Decision No 541/2014/EU, and in particular Article 6(1)(e) and 79 hereof,

- (1) Whereas it is in the interest of the European Union and the European Union Agency for the Space Programme (also the “EUSPA” or the “Agency”) that the latter provides students and graduates with an experience of workings of the Agency,
- (2) Whereas sound functioning of the Agency requires that the Executive Director delegates certain powers to staff of the Agency,
- (3) Whereas it is in particular appropriate to delegate powers regarding the management of trainees,

HAS DECIDED:

Article 1 – Traineeship scheme

The Rules Governing the Traineeship Scheme of the European Union Agency for the Space Programme, which are attached to this Decision, are hereby adopted.

Article 2 – Sub delegation of powers related to the traineeship scheme

1. The Head of Administration is empowered to approve:

- a. the engagement for a traineeship (Article 2[4]),
- b. the suspension of a traineeship (Article 9[2]),
- c. the termination of a traineeship (Article 9[3]),
- d. the approval of missions (Article 8 [5]), and
- e. the grant of the additional supplement (ANNEX – Monthly Grant)

according to the attached Rules Governing the Traineeship Scheme of the European Union Agency for the Space Programme.

2. The powers delegated in the present decision shall not be further sub-delegated to other staff of the Agency without the prior written consent of the Executive Director.

Article 3 – Entry into force and repeal

1. The Decision enters into force on 01 September 2024.
2. The Decision of the Executive Director on Traineeship Scheme, signed on 15 June 2022, ref. EUSPA/HRM/2022/270164, is herewith repealed.

Signed in Prague on

Rodrigo da Costa
Executive Director

Rules Governing the Traineeship Scheme of the European Union Agency for the Space Programme

Article 1 General provisions

- 1) Traineeships are intended for university graduates, but also under certain circumstances for students who in the course of their studies would like to acquire practical experience or those who - in the framework of lifelong learning or further professional education - have recently obtained a university diploma and are at the beginning of a new professional career.
- 2) The objectives of the Agency's traineeships are mainly to:
 - provide trainees with practical experience and knowledge of the day-to-day work of EUSPA at any of the locations of the Agency;
 - provide the opportunity for trainees to put into practice knowledge acquired during their studies, and in particular in their specific areas of competence, thereby usefully complementing their studies as the case may be;
 - introduce these trainees to the professional world and the constraints, duties and opportunities therein.
 - provide the opportunity to work in a multi-cultural, multi-linguistic and multi-ethnic environment, contributing to the development of mutual understanding, trust and tolerance;
 - promote European integration within the spirit of new governance and through active participation to create awareness of true European citizenship;
- 3) The Agency, through its traineeship scheme, may benefit from the input of young students and graduates, who can give a fresh point of view and up-to-date academic knowledge, which may enhance the everyday work of the Agency.
- 4) The Agency may offer two types of traineeships:
 - (i) regular traineeships following publication of a vacancy notice by the Agency (trainees receive a monthly grant specified in the Annex of this Decision);
 - (ii) ad hoc unpaid traineeships following expression of interest according to the guidelines published on the EUSPA website (as a priority, these traineeships should be offered to university students who have to accomplish a compulsory training period as part of their ongoing university education).

- 5) Traineeships shall not give trainees the status of officials or staff of the Agency. They shall confer neither entitlement to employment in the services of the Agency nor priority over other applicants for employment.
- 6) The contract for a regular traineeship shall be concluded for six months, which may be extended for up to an additional six months. The maximum duration of the contract is therefore twelve months. The regular traineeship shall be conducted on a full-time basis. Other part-time working arrangements must be approved by the Traineeship counsellor and the Head of HRM Department.
- 7) Ad hoc traineeships under Article 1[4](ii) shall be concluded for one month minimum and for three months maximum. The ad hoc traineeship shall be conducted on a full-time basis. Part-time working arrangements must be approved by the Traineeship counsellor and the Head of HRM Department.
- 8) No age limit is imposed on the candidates for traineeships.
- 9) Trainees may only start on the 1st of the month. In exceptional cases, trainees can start on the 16th of the month, depending on the decision of the Head of HRM department.

Article 2

Admission criteria and selection procedure for regular traineeship

- 1) The selection of trainees for regular traineeships is based on a vacancy notice published on the Agency's website. This vacancy notice will lay down the conditions of the traineeship, the prerequisites, admissibility and selection criteria as well as the application and selection procedure. The selection will be carried out by the Agency on the basis of the selection criteria as published in the vacancy notice.
- 2) Trainees shall be selected among nationals of the Member States of the European Union, Iceland and Norway.
- 3) Traineeships shall be open to applicants who have not previously undertaken regular traineeship in the Agency and who meet the following requirements:
 - a recognised higher education degree (university education or equivalent), evidencing completion of a full cycle of study, or in the case of candidates who are at the end of their studies, an official certification confirming that students are currently in their final year of academic studies;
 - have interest or knowledge about one or more areas of work of the Agency obtained during their studies/research projects/traineeships or through previous professional experience;

- possess 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 Agency (English);

Each application shall be submitted via the EUSPA e-recruitment tool.

- 4) The Head of Department where the trainee will be allocated nominates the Department's representatives to carry out the selection of the most suitable candidates. The Department's representatives perform the selection of trainees on the basis of a detailed screening of the received applications and establish a list. The most suitable candidates may be invited for a phone/video interview which may include other appropriate testing.

Engagement for a traineeship will be decided by the Head of Administration on the basis of a list of suitable candidates proposed by the evaluators. The established list may be used for other similar traineeships depending on the Agency's needs.

- 5) If an application is unsuccessful, a candidate may re-apply for another traineeship. It is however necessary to submit a new application.

Article 3

Admission procedure for ad hoc traineeship

- 1) Candidates may apply for a traineeship according to guidelines published on the EUSPA website.
- 2) Applications for ad hoc traineeship may be accepted by the Agency subject to the following conditions:
 - the Agency has the capacity to offer a traineeship position;
 - the candidate provides justification on the relevance of the ad hoc traineeship for educational purposes (e.g. 'stage' required within studies);
 - the candidate accepts a fully unpaid traineeship with no cost for the Agency; and
 - the candidate fulfils the following criteria:
 - be a national of the Member States of the European Union, Iceland or Norway;
 - possess or pursue a recognised post-secondary or higher education degree/certificate (undergraduate or university education or equivalent), evidencing completion of a 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 interest or knowledge about one or more areas of work of the Agency obtained during their studies/research projects/traineeships or through previous professional experience;
 - 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 Agency (English);

- 3) If a candidate is unsuccessful, he/she may re-apply for another traineeship. It will however be necessary to submit a new application together with all supporting documents.

Article 4

Documents of proof for both types of traineeships

- 1) Before the commencement of the traineeship, the candidate will be required to provide the following documents:
 - passport or ID;
 - diplomas or equivalent certificate/ reference letters;
 - an excerpt from police records or equivalent certificate;
 - documents showing that the trainee has public (i.e. EHIC card) or private cover for accident insurance and sickness insurance against health risks for the entire duration of the traineeship period;
 - a medical certificate confirming that the trainee is fit for work and free of any contagious diseases;
 - declaration of confidentiality and absence of conflict of interests.

EUSPA's HRM Department may require additional documents when necessary.

Article 5

Grants, insurances and tax / social security matters

- 1) Trainees in regular traineeships will be awarded a monthly grant. The amount of the grant for a full-time traineeship is decided by the Executive Director on a yearly basis and is dependent on budgetary constraints. The amount of the grant for a full-time traineeship shall be defined in the Annex hereto. If the traineeship is part-time (Article 8 [12,14]), the grant shall be adjusted pro-rata.
- 2) If a trainee in a regular traineeship provides a Financial Identification form with details about their Czech bank account, the grant shall be paid in Czech currency; otherwise it shall be in EUR to an account managed by a bank within any Member State of the European Union. All bank charges for incoming payments shall be carried by the trainee.
- 3) If a trainee in a regular traineeship receives a grant or a subsistence allowance of a similar nature from another source for the same purpose (traineeship, internship, PhDs, activities related to EUSPA programme etc.), or they continue to be paid by their employer for the purpose of following a traineeship at the Agency, they shall only be entitled to the EUSPA traineeship grant if the sum they receive from the other source is inferior to the amount of the EUSPA grant. In such a case, the EUSPA grant shall be reduced by the amount received from the other source.

A certificate stating the required hours, description of activities/tasks, remuneration, and the period required to conduct the activities must be provided to the HRM department for

evaluation of the case before the traineeship starts or as soon as possible when the activity starts during the traineeship.

- 4) If a trainee receives remuneration for activities conducted in their private time, outside EUSPA working hours (weekends or evening hours during the working day), this will not impact the amount of the EUSPA grant received and therefore the grant shall not be reduced.
- 5) Trainees in ad hoc traineeships shall not use any EU-provided grant or allowance (e.g. Erasmus + grant) as a subsidy for an unpaid traineeship in EUSPA.
- 6) Trainees in both regular and ad hoc traineeships shall be responsible for organising their own accident insurance and sickness insurance against health risks, along with any insurance required for family members for the whole duration of the traineeship. The trainee should provide proof of the insurance before the signature of the contract. Only in duly justified cases, the proof may be submitted after the signature of the contract. In such a case, if the trainee fails to provide proof of the insurance, the Agency may terminate the traineeship.
- 7) 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. Specifically, trainees in regular traineeships shall bear sole responsibility for the payment of any taxes due on the received grants by virtue of the laws in force in the State concerned. For tax purposes, EUSPA will provide at the end of the traineeship a letter stating the amount of the grant given to the trainee in a regular traineeship and confirming that tax and social security payments have not been made by EUSPA.
- 8) Trainees in both regular and ad hoc traineeships shall expressly acknowledge that traineeship contracts constitute no employment contract and shall not create or be interpreted as creating any employment relationship in any aspect whatsoever between the Agency and the Trainee. The EUSPA traineeship contract and this Decision contain the entire agreement between the Agency and the trainee. They are the complete and exclusive statement of its terms. There are no other agreements (i.e. other contractual agreements between an educational institution, the Agency and the trainee) specifying and underlining the terms of the traineeship.

Article 6

Travel expenses

1) Trainees in regular traineeships shall be entitled under the conditions set out in this Article to reimbursement of the real cost of travel-up to the ceiling of 1 200 EUR.

The reimbursement shall cover the cost of travel:

- i) at the beginning of the traineeship, from the place of permanent residence or assignment to the place of traineeship;
- ii) at the end of the traineeship, from the place of traineeship to the place of residence/new assignment, under the conditions laid down in paragraph 4 of this Article upon the provision of supporting documents (i.e. contract of employment, employment certificate) proving their new assignment;

The amount of travel expenses may not exceed the amount that would have been reimbursed had the trainee returned to their place of permanent residence, and comparison of costs should be provided to HRM Department. The amount of travel expenses shall not be reimbursed by EUSPA if they have been covered by another body. The trainee should provide a statement that travel costs have not been reimbursed by another body.

The cost of travel from/to a non-EU country (except for Norway and Iceland) will not be reimbursed. Trainees whose place of permanent residence/assignment is less than 200 km from the place of traineeship are not entitled to the travel expenses reimbursement.

- 2) Supporting documents for travel reimbursement shall be submitted within two months after the travel to the place of residence/assignment.
- 3) The place of residence shall be recognised as the permanent address. The permanent address is the address stated in the trainee's application. The trainee's spouse and dependants are not entitled to reimbursement of travel expenses. The place of assignment shall be recognised as the location of future employment, studies, traineeship, internship, or volunteering programme.

The HRM Department establishes the method of calculation for reimbursement of travel expenses, the modalities, and the procedure to be followed.

- 4) Travel expenses shall be reimbursed after the end of the traineeship period up to the ceiling of 1 200 EUR, and under the following conditions:
 - a trainee has successfully completed at least six months of the traineeship;
 - a trainee provided supporting documents for travel;
 - travel to the place of residence/assignment shall be carried out within six months after the end of the traineeship contract;

- if a trainee travels by plane:
 - only “economy” or “second class” air fare for the cheapest route will be reimbursed;
 - in case of a flight with low cost airline, only the cheapest package (such as “Basic” or “Travel light”) will be reimbursed, any other is considered as higher class;
 - reimbursement includes one piece of checked-in luggage with maximum weight up to 32kg;
 - reimbursement doesn’t cover priority boarding, priority check-in or any package which includes such extra services;
- if a trainee travels by bus/train/boat: only “regular” or “standard” or “2nd class” tickets considering the shortest possible route will be reimbursed;
- if a trainee travels by car: the cost of travel is calculated on the basis of an allowance per kilometre as set out below:
 - EUR 0.12 per kilometre from 1 to 1000 kilometres,
 - EUR 0.08 per kilometre for the part from 1001 to 10 000 kilometres,
 - EUR 0.00 above 10 000 kilometres;
 - motorway tolls purchased only for the duration of the travel, expenses for ferries are reimbursed after submission of supporting documents;
 - a trainee is required to use appropriate, safe and properly serviced vehicles, insured in accordance with the legislation of the country in which the vehicle is registered. They must comply with the relevant safety rules. Trainees remain fully liable for any accidents involving their vehicle and for any traffic offences. In particular, the Agency will not under any circumstances reimburse fines associated with the use of the vehicle. The Agency will not accept any requests for reimbursement for damage caused to the trainee’s car or to a third party;
- costs for taxi or any other services of similar nature, parking fees, car service, towing fee, car rental and other transport expenses which are not mentioned in the paragraphs above are not reimbursable by the Agency.

Article 7

Role of traineeship counsellor

- 1) Trainees are placed under the responsibility of a traineeship counsellor. The traineeship counsellor supervises, guides and closely follows the trainee in their work.
- 2) At the beginning of a traineeship, the traineeship counsellor is obliged to set up traineeship objectives and introduce them to the trainee. The traineeship objectives form should be provided to the HRM Department.
- 3) In case of traineeship renewal, the traineeship counsellor shall participate in a mid-term interview with the trainee on the tasks and performance for the first period of traineeship. As a result of this interview, the traineeship counsellor should fill out a mid-term trainee evaluation form and provide it to the HRM Department.

Trainees should also participate in a mid-term review with an HR representative and provide feedback about the traineeship where the feedback form should serve as a result of the mid-term interview.

- 4) At the end of the traineeship, the traineeship counsellor is obliged to provide an assessment report to the trainee and provide a copy of this report to the HRM Department.
- 5) In case the trainee does not act as instructed by their traineeship counsellor and does not complete their tasks, the traineeship counsellor should immediately inform an HR representative.

Article 8

Rights and obligations of trainees for both types of traineeships

- 1) Trainees are entitled to participate only in relevant training courses organised internally by the Agency and in unpaid training courses offered via EU Learn, subject to the prior approval of their traineeship counsellor.
- 2) Throughout the traineeship, the trainee shall act as instructed by their traineeship counsellor. The trainee shall take part in the work of the Department and in activities organised for their benefit, keeping to the timetables and programmes set. During the traineeship, the trainee shall consult their traineeship counsellor on any initiative s/he plans to take with regard to the work of the Agency. Under no circumstances may a trainee on their own represent the Agency in any manner whatsoever, in particular (without limitation) with a view to entering into commitments, whether financial or otherwise, or negotiating on its behalf.
- 3) In case of traineeship renewal, the trainee shall participate in a mid-term interview with the traineeship counsellor. As a result of this interview, the trainee should obtain a trainee evaluation form from the traineeship counsellor. The trainee shall also participate in a mid-term review with an HR representative and as a result of this review, the trainee should provide a feedback form to the HR representative.
- 4) Within the Department to which the trainee 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 Department at a level appropriate to their 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 Head of Administration may authorise this following a reasoned request. 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) The trainee shall not, without the permission of the Executive Director, publish, or have published, any text concerning the work of the Agency, either carried out individually or in co-operation with others. Such permission shall be conditional on any terms that the Executive Director may set. All rights attached to work done for the Agency in the course of a traineeship shall be vested in the Agency.
- 8) Trainees must respect the same rules for contacts with the press or media as any Agency staff and follow the instructions provided. The Agency reserves the right to terminate the traineeship and to take action against any person who does not respect this obligation.
- 9) 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 Agency.
- 10) If the trainee becomes aware of any information or facts suggesting the presence of illegal activities or serious non-compliance or wrongdoing, the trainee must immediately notify the HR representative.
- 11) The Agency applies a zero-tolerance policy on discrimination and harassment. A trainee must refrain from any form of psychological or sexual harassment. Where a trainee feels they are the target of any type of harassment at work during their traineeship, they have the right to follow the procedures outlined in the "Decision on the policy of the European GNSS Agency on protecting the dignity of the person and preventing psychological harassment and sexual harassment" (GSA-AB-48-17-03-04).
- 12) Trainees shall respect the Agency's internal rules and procedures.
- 13) If any issues related to tasks or guidance occur during the traineeship, the trainee should immediately inform an HR representative.
- 14) The trainee shall be subject to the same rules concerning working hours as apply to staff members within the Agency. If the contract states that the traineeship is part-time, the trainee shall agree on the working hours with the traineeship counsellor.
- 15) The trainee shall be entitled to annual leave of two working days per month during the traineeship. If the traineeship is part-time, this leave shall be pro-rata. The leave request may be authorised by Traineeship Counsellor only after completion of the first month of the traineeship. In special and justified circumstances, leave days during the first month can be granted to the trainee by way of exception. Days of leave not taken shall not be paid in lieu.
- 16) The trainee shall be entitled up to three days within a 12-month period of special leave to participate to school/university mandatory commitments/EU Entities exams that will not be

deducted from the leave entitlement under the condition that a certificate is provided. Any other absence than sickness, annual leave or leave to participate to school/university mandatory commitments/EU Entities exams will generate a proportional reduction in the annual leave balance or traineeship grant. The rules related to special leave are subject to the same regulations applicable to the Agency's staff.

- 17) Hybrid working arrangements apply the same way as to the staff of the Agency according to the Articles 8-11 of the Decision of the Administrative Board of the EUSPA of 20 June 2022 on application by analogy of Commission Decision C(2022) 1788 of 24 March 2022 on working time and hybrid working.

The trainee shall follow the same public holiday schedule as applies to Agency staff in the same location.

- 18) In the event of sickness, the trainee shall notify their traineeship counsellor and the HRM Department immediately. If the period of absence exceeds three consecutive calendar days, the trainee shall inform the traineeship counsellor and send to the HRM Department an absence certificate (without medical data) issued by a competent medical person, stating that she/he is unfit to work and indicating the length of absence. Where required in the interest of the service, the trainee shall undergo medical examinations.

- 19) In case of long-term absence (from 1 to max. 6 months), supported by a medical certificate, the traineeship may be postponed for the duration of the absence and continue after the Trainee returns to work. The absence period will not be counted into the traineeship duration. During the period of suspension of the traineeship, the grant payment will be suspended and the trainee will not be entitled to the reimbursement of the travel allowance incurred during that period.

- 20) When trainees are absent without justification or without notifying their traineeship counsellor and Head of Department, the HRM Department shall instruct the trainee in writing to report to the Department 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 their unauthorised absence. These days of absence are automatically deducted from the trainee's leave entitlement. The Executive Director may decide, following examination of the justification given and upon advice from the HRM Department, or if no justification is received after this deadline, to immediately terminate the traineeship without further notice. Any overpayment of the grant is to be reimbursed to the Agency.

Article 9

End of the regular and ad hoc traineeships

- 1) At the end of the traineeship, the trainee shall submit an Assessment report on their work to their traineeship counsellor, who shall forward it to the Head of Department and the HRM Department. After this report has been compiled and entered in their personal file, the trainee shall receive a certificate confirming the length of the period served and the area where it was completed.

- 2) The Head of Administration 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 and Head of Department. During the period of suspension of the traineeship, grant payments will be suspended and the trainee shall not be entitled to the reimbursement of the travel allowance incurred during that period.
- 3) The Head of Administration may terminate the traineeship on receipt of a reasoned request by the trainee made through the traineeship counsellor and Head of Department.
- 4) The Agency 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 supporting documents at the moment of application or during the traineeship period.
- 5) The Head of Administration may decide at any time to terminate the traineeship on grounds of the trainee's behaviour, after hearing the trainee and the traineeship counsellor concerned.
- 6) The Executive Director, following a justified request by the traineeship counsellor which is to be approved by the HRM Department together with the Head of Administration, 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 their duties.
- 7) If a trainee wishes to terminate their traineeship earlier than the date specified in the contract, a written request must be submitted by the trainee to the Head of Administration for approval. This request, stating the relevant reasons, must be submitted at least one month in advance of the new termination date foreseen, via their traineeship counsellor and the HRM Department. Trainees may only terminate their contract on the last day of the month or on the 15th day of the month.
- 8) If the regular trainee terminates their contract early, she/he will be required to reimburse that part of the grant, which she/he may have received, relating to the period after the termination date.

Article 10
Final provisions

- 1) The HRM Department is responsible for the implementation of these Rules.
- 2) These Rules shall enter into force on 01 September 2024, from which day they shall be applicable to all new and ongoing traineeship contracts.
- 3) If the travel expenses referred to in Article 6(1) were not eligible for reimbursement before the entry into force of the present Rules, they can be reimbursed only if they occur after entry into force of these Rules.

ANNEX — Monthly Grant

- 1) The monthly grant for regular traineeships (under Article 1[4](i) and on a full-time basis) shall be set by the decision of the Executive Director. This decision shall be reviewed annually.

- 2) The amount of the grant shall not be subject to the correction coefficient.

- 3) If an applicant with a recognised disability is selected, she/he shall receive a 50% supplement of the amount of the grant to cover additional costs. The granting of the additional supplement is subject to approval by EUSPA's Head of Administration and may only be provided upon proper justification.

