



Written Procedure 2023–02
Decision of the Governing Board approving the rules governing the use of
trainees in the Clean Aviation Joint Undertaking

14 February 2023

The Executive Director of Clean Aviation Joint Undertaking hereby launches the written procedure. The deadline for this written procedure is **8 March 2023**. Reply form to be filled in and sent to Governing-Board@clean-aviation.eu

The Undersigned

(Name of the representative)

Name of the organisation

Rosalinde van der Vlies

European Commission

	Accept	Does not accept	Observation/ Abstains
Decision of the Governing Board approving the rules governing the use of trainees in the Clean Aviation Joint Undertaking	x	(1)	(2)

(1) Indicate here the reason

(2) In case of a potential conflict of interest please state: "Abstention due to COI".

Date

8 March 2023 .

Signature

e-signed

Rosalinde van der Vlies



Decision of the Governing Board approving the rules governing the use of trainees in the Clean Aviation Joint Undertaking

THE GOVERNING BOARD OF THE CLEAN AVIATION JOINT UNDERTAKING,

Having regard to Council Regulation (EU) No 2085/2021 of 19 November 2021 establishing the Joint Undertakings under Horizon Europe (hereinafter "Single Basic Act" or "SBA") and establishing the Clean Aviation Joint Undertaking¹ ("CAJU") and in particular Article 17(2)(w) and Article 38 thereof;

Having regard to the Governing Board Rules of procedure;

WHEREAS

- 1) It is in the interest of the CAJU to provide the opportunity to young university graduates to put into practice knowledge acquired during their studies, and in particular in their specific areas of competence. To introduce these graduates to the professional world and the constraints, duties and opportunities therein.
- 2) It is in the interest of the CAJU that the latter provide students enrolled at academic institutions or professional trainees currently employed in a private or public organisation with a unique and first-hand experience of the workings of the Clean Aviation Joint Undertaking, in particular, and of the EU institutions, bodies and agencies in general.
- 3) It is the task of the Governing Board to adopt a decision laying down rules on the use of trainees.

HAS DECIDED:

Article 1 – General Provisions

- 1.1 These rules govern the official traineeship scheme of the CAJU. This scheme is addressed mainly to university graduates, without excluding those who - in the framework of lifelong learning - have recently obtained a university diploma or are at the beginning of a professional career.
- 1.2 The aims of the traineeship with the CAJU are:

¹ OJ L 42717, 30.11.2021

- To provide the trainees with a unique and first-hand experience of the CAJU and an understanding of the objectives and activities of the CAJU and the EU policies;
- To enable such trainees to acquire practical experience and knowledge of the day-to-day work in the CAJU;
- To provide the opportunity to university graduates to put into practice knowledge acquired during their studies, and in particular in their specific areas of competence;
- To introduce these graduates to the professional environment and the constraints, duties and opportunities therein.

1.3 The CAJU through its official traineeship scheme:

- Benefits from the input of enthusiastic graduates, who can give a fresh point of view and up-to-date academic knowledge, which will enhance the everyday work of the CAJU;
- Creates a pool of former trainees with first-hand experience and trained in European procedures, who will be better prepared to collaborate and co-operate with the European Institutions in the future;
- Creates long-term "goodwill ambassadors" for European ideas and values, both within and outside the European Union (EU).

Article 2 – Eligibility conditions

2.1 To be considered eligible for traineeship, applicants must meet the following formal requirements:

- Be a national of one of the Member States of the EU and enjoy full rights as citizens;
- Candidates must have obtained a university degree or its equivalent by the closing date for applications (Bachelor's degree minimum 3 years);
- Candidates must have a very good knowledge of at least two European Union official languages, of which one should be English, the working language of the CAJU;
- Knowledge of the languages declared on the application form, other than the mother tongue, should be supported by the appropriate justification (i.e., diplomas, certificates, proof of having studied in the language in question, etc.).

2.2 Traineeship vacancies shall be published on the JU website with reference to tasks and duration. Applicants are selected based on qualifications; an appropriate geographical distribution will be maintained.

2.3 Traineeships shall be open to applicants who have not previously undertaken a traineeship in a Joint Undertaking.

2.4 Applications will not be accepted from candidates who, for more than 6 weeks:

- have already benefited or benefit from any kind of in-service training (formal or informal, paid or unpaid) within a European institution or body, or
- who have had or have any kind of employment within a European institution or body, including anyone who is or has been an assistant to a Member of the European Parliament, a temporary staff member, a contract staff member, an auxiliary staff member of any EU institution, body, delegation or representative office.

Candidates should inform the CAJU of any change in their situation that might occur at any stage of the application process.

Article 3 – Application process

3.1 Submission of applications

Applications must be submitted in accordance with the rules and procedures established by the CAJU. All necessary instructions are published on the CAJU website.

Incomplete applications and those received after the closing date defined for each traineeship period, as indicated on the website, will be automatically rejected.

If an application is unsuccessful, a candidate may re-apply for a subsequent training period. It will be, however, necessary to submit a new application.

3.2 Selection procedure

Upon receipt of the submitted applications, the eligibility of applicants will be examined based on the eligibility and submission criteria as defined in Article 2 and Article 3.1.

A list of eligible applicants will be established whose applications, and in particular, educational background, qualifications, competences, motivation and preferences suit best the identified needs in accordance with the availability of places.

Prior to the final selection decision applicants may be contacted over the phone to check availability, suitability, linguistic knowledge and to discuss mutual expectations.

The CAJU Executive Director makes the final selection of applicants after discussion with the Head of Finance and Administration, where applicable.

Selected candidates are informed by letter, of the dates of the training period. A copy of these rules is enclosed to the letter.

If a candidate is unable to supply the requested documents within the given deadline, CAJU may withdraw the offer.

3.3 Withdrawal

At any stage of the selection process, applicants may withdraw their application by informing the CAJU Human Resources. In such case, they are excluded from any further stages of the process. They may re-apply for a subsequent training period. It will be, however, necessary to submit a new application, together with all supporting documents.

3.4 Keeping of files

The keeping of files by the CAJU Human Resources respects Regulation (EC) n°679/2016 of 27 April 2016² regarding personal data, whether the applications gave

² Regulation 2016/679 - Protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)

rise to recruitment or were rejected or withdrawn.

The CAJU Human Resources Officer does not keep applicants' files from one session to another.

Article 4 –Organisation

- 4.1 Every year the Executive Director determines the number of trainees, to be hosted at the CAJU, based on the CAJU's needs and of the funds available.

A job description for each selected trainee is prepared by the CAJU and acknowledged by the trainee.

- 4.2 Trainees are placed under the responsibility of an adviser. The adviser must guide and closely follow the trainee during their traineeship, acting as their tutor. The adviser must notify immediately the Head of Unit or Executive Director of any significant incidents occurring during the traineeship (in particular, professional incompetence, absences, sicknesses, accidents, bad behaviour, or interruption of the traineeship), which come to his/her attention, or of which the trainee has informed him/her.

- 4.3 Trainees are allowed to attend meetings on subjects of interest to their work (unless these meetings are restricted or confidential), to receive documentation and to participate in the work of the unit to which they are attached at a level corresponding to their educational and working background. Subject to the approval of their adviser and providing it does not conflict with the accomplishment of the tasks assigned to them, they are entitled to attend meetings in a unit other than the one to which they are attached, unless these meetings are restricted or confidential, with the aim of acquiring a better understanding of the objectives and goals of the CAJU.

Article 5 – Rights and duties of trainees

- 5.1 Training periods may last a minimum of three and a maximum of six months. Traineeship periods may not be repeated or extended beyond the maximum length laid down in these rules.
- 5.2 Trainees shall be required to comply with the instructions given by their advisers, by the Head of Unit of the Unit to which they are assigned and/or the Executive Director.
- 5.3 Trainees must take part in all activities organised for them, respecting the pre-defined timetables and programs laid down.
- 5.4 During their traineeship, trainees must consult their advisers on any action they propose to take on their own initiative relating to the CAJU activities.
- 5.5 Trainees are entitled to participate only in relevant training courses organised internally by the CAJU and subject to prior approval of their traineeship adviser.
- 5.6 Trainees must exercise the greatest discretion regarding facts and information that come to their knowledge during their training. They must not, in any manner whatsoever, disclose to any unauthorised person any document or information not already made public. Trainees will be required to sign a Conflict of Interest

Declaration. They will continue to be bound by this obligation at the end of their training. The CAJU reserves its legal right to terminate the traineeship and to pursue any person who does not respect this obligation.

- 5.7 Trainees must not have any professional connections with third parties, who might be incompatible with their traineeship (i.e., must not work for lobbyists, legal attachés, 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 should arise during their assignment, trainees should immediately report this to their adviser and to the Head of Unit in writing.
- 5.8 Trainees must respect the same rules for contacts with the Press as other CAJU staff and follow the instructions provided.
- 5.9 Trainees must not, either alone or with others, publish or cause to be published any matter dealing with the work of the CAJU without the written permission in accordance with the CAJU rules. All rights, for any articles or other work done for the CAJU, are the property of the CAJU.
- 5.10 At the end of their traineeship, trainees must submit to their advisers a report on their activities during the training period. The advisers will then forward this report to the Executive Director together with their own reports on the trainees. Based on these reports, the trainees receive, at the end of the traineeship, a certificate specifying the length of the training period and the unit to which they were attached.
- 5.11 Trainees must carefully record their activities and their daily working hours from the first day up to the final day of service.
- 5.12 Trainees must also comply with the present rules governing the traineeships at CAJU and the internal rules and procedures of the CAJU.
- 5.13 Trainees must exercise their duties and behave with integrity, courtesy, and consideration.

Article 6 - Absences

- 6.1 Trainees should keep the same hours of work and have the same holidays as CAJU staff members. Trainees are entitled to two (2) days leave per month. This entitlement is acquired pro rata to the months worked. Days of leave not taken are not paid in lieu. Days taken for participation to any competition, exam or university work, etc. are to be deducted from this entitlement.

The Head of Unit concerned oversees that the above rules are respected. Leave requests should respect the needs of the service. Absences must first be approved by the Head of Unit concerned.

- 6.2 In case of sickness, trainees must notify the adviser immediately, and if they are absent for longer than three days, they must produce a medical certificate, indicating the probable length of absence, which must be forwarded to the Human Resources Manager. A trainee who is absent because of illness may be subject to medical checks in the interest of the service.
- 6.3 When trainees are absent without justification or without notifying their adviser, the

CAJU may decide to immediately terminate the traineeship without further notice. Any overpayment of the grant is to be reimbursed to the CAJU. The trainee will not be entitled to receive the travel allowance.

Article 7 – Grants, insurance and fiscal matters

- 7.1 Trainees will be awarded a monthly grant. The amount of the grant is decided by the Executive Director of the CAJU on a yearly basis and is dependent on budgetary constraints. The amount of the grant for full time traineeship is set at 25% of the basic salary of AD5/1 per month and may be revised at any time by the Executive Director, but it will always be in line with the similar monthly grant offered by the European Institutions. If the traineeship is part-time, the grant shall be proportionate.
- 7.2 The grant shall be paid 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.
- 7.3 Trainees shall be responsible for organising their own sickness insurance against health risks, along with any insurance required for family members for the duration of the traineeship. The accident and sickness insurance are compulsory, and the trainee should submit to the JU a copy of the insurance concluded within maximum two (2) weeks from starting the traineeship.
- 7.4 Trainees shall bear sole responsibility for the fulfilment of their obligations under any applicable laws and towards any authorities, in particular (without limitation) with regard to their tax and social security/health insurance status/situation and duties.

Specifically, trainees shall bear sole responsibility for the payment of any taxes due for the received grants by virtue of the laws in force in the State concerned. For tax purposes at the end of the traineeship, CAJU will provide a letter stating the amount of grant given to the trainee and confirming that tax and social security payments have not been made at source.

- 7.5 Trainees shall expressly acknowledge that traineeship contracts do not constitute employment contracts and shall not create or be interpreted as creating any employment relationship in any aspect whatsoever between the CAJU and the Trainee.
- 7.6 Upon presentation of the proper justification disabled trainees may receive a supplement to their grant equal to a maximum of 50% of the amount of the grant.

Article 8 – Reimbursement of Travel expenses

- 8.1 A financial contribution shall be granted to the trainee towards travel expenses incurred following his/her recruitment as a trainee in the CAJU as stated in Annex I:
- At the beginning of the traineeship: from the place of recruitment to the place of the traineeship.
 - At the end of the traineeship: from the place of the traineeship to the place of recruitment.
- 8.2 Travel expenses shall not be reimbursed where the distance between the place of recruitment and the place of the traineeship is less than 150 km.

- 8.3 The reimbursement will be made based on the presentation of original tickets and boarding passes. Only second-class train tickets or economy class plane tickets will be subject to reimbursement.
- 8.4 The minimum qualifying period the trainee must complete to qualify for the reimbursement of travel expenses is three (3) months.
- 8.5 The postal address used in the CAJU's letter awarding the traineeship shall be the place of recruitment. No request for a change of place of recruitment shall be granted once the decision to award a traineeship has been taken.

Article 9 – End of traineeship

- 9.1 At the end of the traineeship, the trainee shall submit a report on his/her work to his/her traineeship adviser 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.
- 9.2 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 adviser.
- 9.3 The Executive Director may terminate the traineeship on receipt of a reasoned request by the trainee made through the traineeship adviser.
- 9.4 The CAJU 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 documents at the moment of application or during the traineeship period.
- 9.5 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 traineeship advisor concerned.
- 9.6 The CAJU reserves the right to terminate the traineeship in case of non-compliance with any obligation provided at Article 5 above.
- 9.7 The Executive Director, following a justified request by the advisor and approved by the CAJU Human Resources Manager 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.
- 9.8 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 (2) weeks in advance of the new termination date foreseen, via his/her traineeship adviser and the Human Resource Unit or its representative. Trainees may only terminate their contract on the last day of a month or on the 15 of a month.
- 9.9 If a trainee terminates his/her contract early, 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.

Article 10 - Final provisions

The CAJU Executive Director is responsible for the implementation of these rules.

This Decision shall come into force at the date of its approval by the Board and with effect from that date.

Done at Brussels

e-signed

Rosalinde van der Vlies

Chair of the Governing Board

ANNEX I

Travel Allowances

Entitlement

- Permanent address (i.e., as indicated in the application) must be more than 150 km from the place of appointment.
- Journey should be as direct as possible.
- Travelling (and request for reimbursement) must be within one (1) month before and 1 month after the traineeship period.

Travel documents to be provided

- **Train:** original ticket + proof of payment if price is not on the ticket.
- **Bus:** original ticket + proof of payment if price is not on the ticket.
- **Plane:** original ticket (or e-ticket) + proof of payment + original boarding pass.
- **Car travel:** originals of petrol tickets of the trip + copy of car insurance.

You can submit:

a) One way ticket

Price will be multiplied by 2 up to the ceiling.

b) Two-way ticket

Full reimbursement up to the ceiling.

c) Car travel

Amount paid = distance X rate.

Not accepted for reimbursement:

- 1st or business class travel;
- Excess baggage charges;
- Taxi fares;
- Taxes other than airport taxes;
- Cancellation / travel insurance.

Calculation of the maximum amount of reimbursement (**ceiling**):

Km distance between the permanent address and the place of appointment (Brussels) = 'distance'.

The **ceiling** is then established as follows: '**distance**' x rate.

Rates:

0 - 49 km = 0€
50 km - 499 km = 0.40€/km
500 km - 999 km = 0.35 €/km
1000 km - 1999 km = 0.30 €/km
2000 km - 2999 km = 0.25€/km
€/km over 3000 km = 0.28 €/km