

# **European Central Bank**

## **Rules governing the traineeship programme of the European Central Bank**

Adopted on 4 August 2015

Latest amendments apply from 1 March 2026

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## Chapter 1 - Definitions, purpose and administration

### Article 1

#### Definitions

1. For the purposes of this Decision the definitions contained in Article 2 of Regulation (EU) No 468/2014 of the European Central Bank of 16 April 2014 establishing the framework for cooperation within the Single Supervisory Mechanism between the European Central Bank and national competent authorities and with national designated authorities (SSM Framework Regulation) (ECB/2014/17)<sup>1</sup> shall apply, unless otherwise provided for, together with the following definitions:
  - (1) 'JST coordinator' has the meaning given in Article 3(1) of Regulation (EU) No 468/2014;
  - (2) 'NCA sub-coordinator' has the meaning given in Article 6(2) of Regulation (EU) No 468/2014;
  - (3) 'Single Supervisory Mechanism' has the meaning given in point (9) of Article 2 of Council Regulation (EU) No 1024/2013 of 15 October 2013 conferring specific tasks on the European Central Bank concerning policies relating to the prudential supervision of credit institutions<sup>2</sup>.

### Article 2

#### Purpose of the traineeships

1. The purpose of traineeships at the ECB shall be to:
  - (a) provide trainees with practical knowledge of the working of the ECB and, where relevant, of the SSM, particularly in the case of external assignments, as referred to in Article 8;
  - (b) enable trainees to contribute to the ECB's tasks; and
  - (c) provide the opportunity to trainees to acquire practical experience and to put into practice the knowledge they have acquired during their studies.
2. The tasks assigned to trainees shall be consistent with the purposes referred to in paragraph 1.
3. Admission to a traineeship shall neither confer on a trainee the status of member of staff of the ECB nor shall it entitle them to be subsequently appointed to a position at the ECB. Similarly, an external assignment at a host NCA, as referred to in Article 8, shall neither confer on a trainee the status of member of staff of the host NCA, nor shall it entitle them to be subsequently appointed to a position at the host NCA.

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<sup>1</sup> OJ L 141, 14.5.2014, p. 1.

<sup>2</sup> OJ L 287, 29.10.2013, p. 63.

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*Article 3***Administrative responsibility**

1. Each trainee shall be placed under the responsibility of a line manager or, if the traineeship includes one or more external assignments as referred to in Article 8, of a JST coordinator in the business area of the ECB to which they are assigned (hereinafter the ‘host business area’), under whose direction they carry out their tasks, as referred to in Article 2(2).
2. The Directorate General Human Resources (hereinafter ‘DG/HR’), shall be responsible for monitoring the implementation of the Rules set out in this Decision (hereinafter ‘these Rules’). Authority shall be conferred on the Director General of DG/HR to, where necessary, further define these Rules and publish such specifications as are necessary on the ECB’s website. The Director General or Deputy Director General of DG/HR shall be responsible for granting derogations and taking decisions under these Rules, with the exception of requests for absences pursuant to Article 9(2), which shall be decided by:
  - a) the relevant line manager; or
  - b) where the traineeship includes one or more external assignments as referred to in Article 8:
    - i) the relevant JST coordinator during the trainee’s period at the ECB; and
    - ii) the relevant NCA sub-coordinator during an external assignment at a host NCA. In such case, the NCA sub-coordinator shall inform the relevant JST coordinator of such requests.

*Article 3a***Personal file and medical file**

1. The ECB shall keep one personal file and one medical file for each trainee. The regime applicable to the personal and medical files is defined in accordance with the principles set out in Regulation (EU) 2018/1725 of the European Parliament and of the Council<sup>3</sup>.
2. The medical file shall not form part of the personal file and shall be retained, under the responsibility of the ECB’s Medical Adviser, by the ECB’s Medical Centre.

The medical file shall contain confidential medical data. For the purposes of this Decision, ‘confidential medical data’ means information on a person relating to their illness, treatment and/or diagnosis.

Sick leave notes and other information of an administrative nature relating to health, which are required for the application of the Conditions of Employment, shall be separately stored by DG/HR in the trainee’s personal file, of which they shall be an integral part.

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<sup>3</sup> Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EU) No 45/2001 and Decision No 1247/2002/EC (OJ L 295, 21.11.2018, p. 39, ELI: <http://data.europa.eu/eli/reg/2018/1725/oj>).

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3. The ECB shall implement appropriate measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or unauthorised access.
4. The personal file of a trainee shall contain:
  - (a) all documents concerning their administrative status; and
  - (b) any comments by the trainee on such documents.

A trainee shall have the right, even after leaving the ECB, to acquaint themselves with all the documents in their file.

5. The personal file of a trainee shall be confidential. Access to it will be granted only to:
  - (a) the trainee concerned;
  - (b) members of the Executive Board;
  - (c) members of staff who, for professional reasons, need to have access to the information contained in the file and whose access is authorised by their Head of Division or their Deputy and verified by DG/HR. These parties shall be subject to the legal obligation of professional secrecy;
  - (d) the Mediator, in so far as access to the personal file is required for the performance of their duties.

Subject to the approval of the Chief Services Officer, acting on behalf of the Executive Board, a trainee may authorise DG/HR to make their personal file available to third parties.

6. Provided that there are no pending claims, the personal file of a trainee shall be retained for a maximum of 10 years. The retention period for the personal file shall commence when the ECB traineeship has been completed or terminated.

Provided that there are no pending claims, the medical file of a trainee shall be retained for a maximum of 10 years after the date of their last medical consultation or treatment.

The retention periods for specific categories of documents stored in the personal or medical files shall be determined according to the ECB Filing and Retention Plan as approved by the Executive Board.

**Chapter 2 - Admission and selection***Article 4***Conditions of admission**

1. At the closing date for applications, trainees shall:
  - (a) be 18 years of age or older;
  - (b) have a thorough knowledge of English and a good knowledge of another official language of the Union;
  - (c) be nationals of Member States of the Union or of acceding States;

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- (d) have completed a first cycle qualification evidenced by a full degree or its equivalent, and:
    - (i) be enrolled in a post-graduate course or training leading to an additional qualification, or
    - (ii) since obtaining their most recent qualification, have spent no more than six months as a trainee, and have no more than twelve months' professional experience;
  - (e) not have been a trainee at the ECB or have worked for the ECB as a member of staff, a member of agency staff or in under any other contractual arrangement since obtaining their most recent qualification.
2. Derogations from points (c) and (d) may be authorised in the event of organisational need, in accordance with Article 3(2).

*Article 5***The application process**

1. Applicants shall submit their applications via the ECB's website, in response to a vacancy notice setting out:
  - (a) the host business area;
  - (b) the main tasks to be performed by the trainee;
  - (c) a description of the educational and other qualifications required or desired;
  - (d) the duration of the traineeship;
  - (e) external assignments, if any, as referred to in Article 8;
  - (f) the closing date and the submission channel for applications; and
  - (g) the application procedure.
2. On the basis of an applicant's written application and, where applicable, their interview and/or tests, the host business area, together, as appropriate, with one or more observers of the host NCAs in which an external assignment as referred to in Article 8 may be carried out, shall identify suitable applicants for a traineeship taking into account the applicant's merits, the specific needs laid down in the vacancy notice, the host business area's planned activities and, where appropriate, the diversity of gender and/or nationality.
3. All applicants shall be informed in writing of the decision taken on their application.
4. Successful applicants shall receive a letter confirming: a) the start and end dates of the traineeship; b) their host business area; and c) where applicable, any external assignments as referred to in Article 8. Successful applicants shall also receive an electronic copy of this Decision, and, if the traineeship includes one or more external assignments as referred to in Article 8, a copy of the Memorandum of Understanding.
5. Unsuccessful applicants may apply for other traineeships by submitting new applications. Applicants who are assessed as suitable but for whom a traineeship is not immediately available may be placed on a reserve list valid for 12 months from the closing date for receipt of applications.

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*Article 6*

**Submission of documents**

1. Prior to commencing their traineeship, successful applicants shall provide the following documents:
  - (a) an extract from their police record or a copy of their criminal record, the fully completed security clearance self-declaration and the completed consent form for security clearance;
  - (b) a fit-for-work clearance confirming that they are fit from a health point of view to carry out the traineeship;
  - (c) a copy of their most recently obtained qualification;
  - (d) a declaration by the trainee indicating whether or not they will receive a payment comparable to the traineeship grant or the reimbursement of travel expenses from a party other than the ECB for any part of the traineeship and, if so, the amount thereof;
  - (e) proof of cover under a health insurance policy or notice that they do not have such cover;
  - (f) a signed copy of the letter confirming the start and end dates of the traineeship, the host business area and, where applicable, any external assignments as referred to in Article 8;
  - (g) written acknowledgement of the terms of the Memorandum of Understanding in case of external assignments as referred to in Article 8.
2. The ECB may at any time request the originals of the abovementioned documents or other relevant documents.
3. The processing of personal data by the ECB is governed by Regulation (EU) 2018/1725.

**Chapter 3 - Traineeship period**

*Article 7*

**Duration of traineeships**

1. The initial duration of the traineeship shall be between three to six months.
2. The duration of the traineeship may be extended once, up to a maximum of 12 consecutive months in total, taking into account the opportunities for further learning, the contributions of the trainees and the planned activities of the host business area. Extensions shall be offered to the trainee in writing at least two weeks prior to the expiry of the initial duration of the traineeship.
3. Notwithstanding paragraphs 1 and 2, traineeships for the maximum total duration of 12 consecutive months may be offered from the outset where one or more external assignments as referred to in Article 8 is included.
4. The trainee may, via their line manager, submit to DG/HR with supporting documentation a reasoned request in writing to interrupt the traineeship for a minimum period of two consecutive weeks and a maximum total period of three months for compelling reasons related to their studies or other exceptional circumstances.
5. If a traineeship is interrupted, the traineeship grant shall be suspended for that period and expenses incurred during the period of interruption shall not be reimbursed. Trainees to whom the ECB

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provides health insurance may apply to remain covered under the terms laid down in Article 17, provided that they pay in advance the full insurance contribution, including the ECB's contribution. If the interruption is for a period of at least one consecutive month, trainees may, via their line manager or, in the event that the traineeship includes one or more external assignments, via their JST coordinator, request an extension of the traineeship for the duration of the interruption.

*Article 8***External assignments**

1. In accordance with the terms of the Memorandum of Understanding, trainees may undertake external assignments at one or more host NCAs, provided that such host NCA is a party to the Memorandum of Understanding. Subject to respect for the maximum 12-month total duration of the traineeship laid down in Article 7, in such cases, the beginning and end of the traineeship shall be spent at the ECB, and the combined duration of those periods shall be at least equal to the longest external assignment at a host NCA with which a trainee is placed. The initial period spent at the ECB shall be at least one month. If deemed appropriate, the ECB may decide to end an external assignment at a host NCA prior to the date initially agreed.
2. Subject to Article 3(1), when a traineeship includes one or more external assignments, the trainee concerned shall be attached to the relevant JST during their stay at the ECB and at the host NCAs.
3. Trainees may not be placed for external assignments with host NCAs in which they have previously been a trainee or worked as a member of staff or a member of agency staff or under any other contractual arrangement since obtaining their most recent qualification.
4. These Rules shall apply to trainees during their external assignments at host NCAs. Any specific rights and obligations of the trainees during their external assignment at host NCAs shall be specified, as appropriate, in the Memorandum of Understanding.

*Article 9***Attendance and absences**

1. Trainees shall perform their tasks during the standard working hours of the host business area or, in case of external assignments as referred to in Article 8, of the host NCA.
2. Two and a half days of absence shall be granted for each completed month of the traineeship, the approval of which shall depend on the needs of the service.  
  
Days not taken during the traineeship shall not be paid in lieu. Additional absences shall result in a deduction in the traineeship grant based on a standard 21 working-day month with one day's justified absence being equivalent to one day's payment.
3. In the event of illness or accident, trainees shall notify the designated person(s) as referred to in Article 3(2)(a) and (b) immediately and, where necessary, provide their contact details. If absent for more than two consecutive working days, trainees shall provide to DG/HR a sick leave note.

The sick leave note issued by the trainee's doctor shall indicate:

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- the full name of the affected trainee;
- their date of birth;
- the first and last day of sick leave;
- the date of issuance of the sick leave note;
- the issuing doctor's signature and stamp;
- confirmation that the trainee is unable to work (without stating medical reasons or details).

Trainees shall ensure that no other data is provided in the sick leave note. A single sick leave note can certify an absence of up to a maximum of six weeks in duration.

Trainees shall upload their sick leave note in their digital personal file in ISIS as soon as possible. If this is not feasible, they shall submit the sick leave note to DG/HR without delay. Trainees shall inform their immediate manager without delay if the sick leave is extended. Any extension beyond the duration specified in the sick leave note requires the submission of a new sick leave note.

4. Trainees who are absent without justification or without notifying the designated person(s) as referred to in Article 3(2)(a) and (b), shall be sent a notification in writing requesting them to either immediately provide a proper justification or to resume their activities within a week of receipt of that notification. After the expiry of this deadline, a decision may be made, following due consideration of any justification put forward by the trainee for the absence concerned, to terminate the traineeship with immediate effect.

*Article 9a***Teleworking**

1. Teleworking means the performance of work during standard ECB working hours, at a location other than ECB premises, and by using information technology (IT) provided by the ECB to remotely access the ECB internal network. Under the conditions specified in this Article, trainees may be authorised to telework. When undertaking an external assignment at a host NCA, trainees shall comply with the applicable teleworking rules of the host NCA. Teleworking shall be voluntary and reversible.
2. Trainees who telework shall remain subject to the rules governing the traineeship programme and any other applicable ECB provisions.
3. Trainees shall ensure that their teleworking environment allows them to adequately perform their tasks. Trainees shall organise their teleworking environment in a manner that enables them to work without undue distraction. While teleworking, trainees shall be reachable, by phone and by email, for their line managers, colleagues and other internal and external counterparts.
4. Teleworking in compliance with the rules shall not, in itself, adversely affect the assessment of the trainee's contributions.
5. Trainees may be authorised to telework where all of the following are fulfilled:
  - (a) they have completed the mandatory institutional training required for teleworking;

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- (b) the nature of their tasks is suitable for teleworking as assessed by their direct line manager;
- (c) the requested teleworking is compatible with the interest of the service and the proper performance of their tasks.

When requesting the authorisation to telework, trainees shall confirm that they fulfil the requirements regarding IT and confidentiality laid down in paragraph 9 and the requirements regarding safety and health laid down in paragraph 10.

6. Trainees may telework for a maximum of 110 working days per calendar year from their place of temporary accommodation which they registered with the ECB in the country where their traineeship takes place. This number shall be pro-rated for trainees joining, or resuming their traineeship in accordance with Article 7(4), at the ECB after 14 January of a given calendar year and for trainees leaving, or interrupt their traineeship at, the ECB during the given calendar year.

For the purposes of this paragraph, “working day” means a normal working day of eight hours. Trainees shall request authorisation to telework for either a half working day or a full working day.

Out of the maximum number of 110 working days per calendar year specified in the first subparagraph, trainees may telework from a location within the Union for up to 90 working days per calendar year. This number shall be pro-rated for trainees joining, or resuming their traineeship in accordance with Article 7(4), at the ECB after 14 January of a given calendar year and for trainees leaving, or interrupt their traineeship at, the ECB during the given calendar year.

Out of the maximum number of 90 working days per calendar year specified in the third subparagraph, trainees may telework from a location outside the Union for up to 20 working days per calendar year. Teleworking from outside the Union may only take place from a country compatible with the IT and confidentiality requirements established by the ECB. Trainees teleworking from a location outside the Union shall be solely responsible for discharging any national legal obligations with regard to tax and social security contributions applicable in the location where they are teleworking.

Out of the maximum number of 110 working days per calendar year specified in the first subparagraph, trainees may telework for a maximum of 10 working days per calendar month. Teleworking shall not exceed a maximum of 10 consecutive working days. This limit applies both within and across calendar months, and also applies when teleworking is combined with leave. Leave shall not interrupt the consecutiveness.

Trainees shall ensure that they comply with the requirements specified in this Article before introducing a request for authorisation to telework. Trainees who request authorisation to telework shall include the address of their place of telework and any changes thereto in that request. Trainees shall inform their direct line manager of the country of their place of telework and of any changes thereto.

During the rest of the working days remaining in the calendar year, and without prejudice notably to leave entitlements under the relevant rules, trainees shall perform their tasks from ECB premises.

Unused teleworking days of a given calendar year may not be carried over to the following calendar year.

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7. Trainees shall request authorisation to telework from their direct line manager who shall assess whether the requirements of paragraph 5, points (b) and (c), have been fulfilled. A request for teleworking shall be considered authorised if the direct line manager does not reject it by the end of the second working day following its submission. Where the direct line manager rejects a teleworking request, they shall provide reasons.

8. On grounds related to the interest of the service, an authorisation to telework may be withdrawn by the direct line manager, in part or in full. Such withdrawal shall be communicated in writing to the trainee. Teleworking days that have not been used as a consequence of a withdrawal of authorisation shall be credited to the trainee and may be requested again in accordance with this Article.

Trainees whose authorisation to telework is withdrawn with less than three working days' notice, shall be entitled to the reimbursement of travel expenses incurred in view of their return to the ECB premises.

The Chief Services Officer (CSO), on behalf of the Executive Board, may recall trainees back to the ECB premises, by email or other written form, with a notice period of at least three working days. In the event of a recall pursuant to this paragraph, trainees shall not be entitled to the reimbursement of any expenses related to such recall.

9. Where teleworking, trainees shall primarily use their own internet access infrastructure to remotely access the ECB's internal network. For these purposes, trainees shall ensure that they have a reliable internet connection with sufficient bandwidth and telecommunication capability and, in case private equipment is used, that this equipment meets the technical standards established and communicated by the ECB. Where using equipment provided by the ECB for the purposes of teleworking, trainees shall take all necessary measures to protect this equipment.

Trainees shall ensure compliance with the relevant ECB IT, IT security, management of information and confidentiality rules, in particular as prescribed in the Business Rulebook. Trainees who telework shall regularly check for any updates to the IT security requirements established by the ECB and shall ensure they comply with such updates.

Where technical issues linked to connectivity, private equipment and/or to their teleworking environment prevent trainees from adequately performing their tasks and such technical issues are not a result of a failure within ECB's responsibility, trainees shall either return to the ECB premises at their own expense within a reasonable time or take annual leave, where compatible with the interests of the service. If trainees have used up their annual leave, they shall forfeit their grant for an equivalent period. Trainees shall compensate for those working hours spent to return to the ECB premises and during which they could not adequately perform their tasks.

10. Trainees shall ensure that their teleworking environment is safe and secure and complies, in particular, with the minimum safety and health requirements established and communicated by the ECB. Trainees may seek advice from the ECB Medical Advisers or the ECB Occupational Safety and Health Adviser for that purpose. Following prior authorisation by the Head of Division in charge of health matters in Directorate General Human Resources or their Deputy, trainees may also seek advice from a local occupational safety and health practitioner. Costs incurred as a result of seeking

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advice from a local occupational safety and health practitioner shall be reimbursed once for each trainee, if reasonable and evidenced by a detailed invoice and proof of payment.

Trainees who telework shall regularly check the advice on safety and health provided by the ECB and shall ensure they comply with any updates to the minimum safety and health requirements established and communicated by the ECB.

11. In exceptional circumstances, based on a proposal from the CSO and after consultation with the Staff Representatives, the Executive Board may require all or some trainees to telework for extensive and/or uninterrupted periods, until further notice. The CSO, on behalf of the Executive Board, shall inform trainees of the end of teleworking in case of exceptional circumstances. Trainees shall not be entitled to the reimbursement of any expenses related to their return to the ECB premises.

In cases of *force majeure* and after consultation with the Staff Representatives, the Executive Board may require all or some trainees to telework for extensive and/or uninterrupted periods, until further notice. The CSO, on behalf of the Executive Board, shall inform trainees of the end of teleworking in case of *force majeure*. Trainees shall not be entitled to the reimbursement of any expenses related to their return to the ECB premises.

The timeline for the consultation of the Staff Representatives shall be commensurate to the nature and extent of the situation constituting the exceptional circumstances or the *force majeure*.

The limits provided for in paragraph 6, subparagraphs 3 and 4, regarding telework from a location within or outside the Union shall remain applicable for the duration of teleworking in exceptional circumstances and in cases of *force majeure*. Where trainees are required to telework in exceptional circumstances or in case of *force majeure*, both of the following limits shall also apply.

- (a) Trainees may telework from a location within or outside the Union for a maximum of 10 working days per calendar month.
  - (b) Teleworking from a location within or outside the Union shall not exceed 10 consecutive working days. This limit applies both within and across calendar months, and also applies where teleworking is combined with leave. Leave shall not interrupt the consecutiveness.
12. Unless otherwise communicated by the CSO, on behalf of the Executive Board, and without prejudice to paragraph 10, subparagraph 1, the ECB shall not reimburse trainees for expenses relating to teleworking.
13. The specific needs of trainees with a disability that is recognised by the ECB Medical Adviser shall be catered for in accordance with the ECB's reasonable accommodation procedure where such trainees telework.
14. In exceptional circumstances and following the recommendation of the Head of the relevant Business Area, the Director General Human Resources or their Deputy may grant temporary exceptions to the limits set out in paragraph 6. The Head of Division in charge of health matters in Directorate General Human Resources or their Deputy may grant temporary exceptions to the limits set out in paragraph 6 where a duly justified personal medical reason applies and following the recommendation of the ECB Medical Adviser.

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*Article 10*

**Termination of the traineeship**

1. A traineeship shall end when the period for which it is awarded or extended has expired.
2. Trainees may terminate their traineeships at any time by submitting notice in writing to that effect two weeks in advance to DG/HR.
3. The ECB may terminate a traineeship at any time by giving two weeks' written notice of termination where it establishes:
  - (a) that the trainee's language skills are unsatisfactory;
  - (b) contributions that have repeatedly been unsatisfactory; or
  - (c) a breach of obligations, including those laid down in the relevant framework referred to in Article 11(2).
4. In addition to the circumstance set out in Article 9(4), the ECB may terminate a traineeship with immediate effect if it establishes that the trainee has knowingly made false declarations, provided false statements or falsified or forged documents at the time of application or during the traineeship, or in other cases of gross misconduct.
5. Within the ECB, the authority competent for termination of traineeships is the Director General Human Resources or their Deputy. The trainee shall be given the opportunity to be heard, orally or in writing, before a decision on whether to terminate the traineeship is taken.

**Chapter 4 - Supervision of the traineeship**

*Article 11*

**Trainees' duties**

1. On commencing their traineeships, trainees shall take advantage of the induction sessions and familiarise themselves with:
  - (a) the ECB's ethics framework, in particular the rules on professional secrecy, private financial transactions, conflicts of interest and reporting of breaches, the whistleblowing tool and protection against retaliation;
  - (b) the ECB's values;
  - (c) the internal rules governing the functioning of the ECB as laid down in the Business Rulebook, in particular the rules on the management and confidentiality of documents, on health and safety, on physical and information system security and the use of IT and communication equipment and the internet;
  - (d) the ECB rules and procedures regarding the investigative process as laid down in the European Central Bank Staff Rules (hereinafter the 'Staff Rules');

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(e) Decision (EU) 2016/456 of the European Central Bank (ECB/2016/3)<sup>4</sup>.

2. At all times during the traineeships, trainees shall:

- (a) comply with these Rules, the rules and regulations referred to in paragraph 1 and the instructions given to them;
- (b) carry out their tasks in line with the purpose of the traineeship as referred to in Article 2;
- (c) not jeopardise the ECB's reputation, independence and impartiality.

In addition, during external assignments at host NCAs as referred to in Article 8, trainees shall comply with the internal rules of the host NCA with which they are placed, such as rules concerning professional secrecy and confidentiality. Such internal rules shall be made available by the relevant host NCA at the start of each external assignment.

Chapters I to V and VII of Annex XI to the Staff Rules on the investigative process to follow up on potential breaches of professional duties shall apply to trainees and former trainees, who shall have rights and obligations in accordance with their roles in the investigative processes. The appointing authority referred to in the relevant provisions of Annex XI to the Staff Rules shall be the appointing authority set out in Annex VII to the Staff Rules. In addition, trainees shall cooperate and provide all requested information relating to facts which are the subject-matter of disciplinary proceedings, subject to obligations regarding confidentiality or secrecy.

- 3. In the event that trainees consider that the instructions and tasks given to them are not consistent with the purpose of the traineeship, they shall inform the designated person(s) under Article 3(1). Should no action be taken by the latter, trainees shall report this in writing to DG/HR which shall decide on the appropriate follow-up.
- 4. On completion or termination of the traineeship, trainees shall continue to be bound by the rules of professional secrecy and the general obligations of persons involved in the investigative process laid down in Article 11 of Annex XI to the Staff Rules, and, where appropriate, they shall cooperate and provide all requested information available to them to the ECB, subject to obligations regarding confidentiality or secrecy.
- 5. All rights in respect of any writings, inventions or other works produced by trainees during their traineeship shall automatically be vested in the ECB, except for the right for such work to be properly attributed or credited. Trainees may seek prior permission to use such work for their own benefit.

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4 Decision (EU) 2016/456 of the European Central Bank of 4 March 2016 concerning the terms and conditions for European Anti-Fraud Office investigations of the European Central Bank, in relation to the prevention of fraud, corruption and any other illegal activities affecting the financial interests of the Union (ECB/2016/3) (OJ L 79, 30.3.2016, p. 34, ELI: <http://data.europa.eu/eli/dec/2016/456/oj>).

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*Article 12*

**Management duties**

1. Line managers, or JST coordinators where the traineeship includes one or more external assignments, shall ensure guidance and mentoring of the trainees assigned to them.
2. Line managers, or JST coordinators where the traineeship includes one or more external assignments, shall pay attention to and, where appropriate, report any significant incidents or circumstances to DG/HR which occur during the traineeship, in particular:
  - (a) absences, including in accordance with Article 9(4), illness, accidents, or interruption of the traineeship;
  - (b) unsatisfactory language skills;
  - (c) contributions that are repeatedly unsatisfactory;
  - (d) [deleted]
  - (e) circumstances brought to their attention in accordance with Article 11(3).
3. Except for the circumstances set out in paragraph 2, line managers, or JST coordinators, where the traineeship includes one or more external assignments, shall pay attention to and, where appropriate, follow up with immediate managerial action and/or report through the applicable reporting channels established in the Staff Rules, any suspected breach of duties, gross misconduct and behaviour incompatible with the relevant framework referred to in Article 11(2).

*Article 13*

**Traineeship certificates**

Trainees may request from DG/HR a letter of reference specifying the duration of the traineeship, the host business area and, where applicable, the external assignment(s). On request, the letter may also include the line manager's or, where the traineeship includes one or more external assignments, the JST coordinator's assessment of the trainee's contributions, taking into account, where appropriate, feedback from the NCA sub-coordinator(s).

**Chapter 5 - Financial and insurance matters**

*Article 14*

**Traineeship grant**

1. Trainees shall be paid a monthly traineeship grant payable on the 15th calendar day of each month, as further specified on the ECB's website, taking into account the tasks to be performed by the trainee and the qualifications required for their performance as specified in the vacancy notice.
2. Trainees who are entitled to receive a payment comparable to the traineeship grant from a party other than the ECB during the traineeship shall, where such comparable payment as declared to DG/HR under Article 6(1)(d) is lower than the traineeship grant, be entitled to receive the difference.

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3. In the event of termination of the traineeship, trainees shall reimburse that part of the grant for the period of the traineeship that was not performed, including any days of unjustified absence under Article 9(4).

*Article 15***Accommodation**

1. Trainees whose place of recruitment is more than 50 kilometres from the ECB shall either be provided with accommodation or have their accommodation expenses reimbursed under the conditions and within the limits specified on the ECB's website.
2. At their request, trainees whose place of recruitment is less than 50 kilometres from the ECB shall be provided with accommodation under the conditions and within the limits specified on the ECB's website.
3. During external assignments as referred to in Article 8, trainees shall have their accommodation expenses reimbursed under the conditions and within the limits specified on the ECB's website.

*Article 16***Travel expenses**

1. Trainees whose place of recruitment is more than 50 kilometres from the ECB shall receive reimbursement for travel expenses incurred at the beginning and at the end of their traineeship, unless they are entitled to claim such travel expenses from another source.
2. Unless trainees are entitled to claim travel expenses from another source, the ECB shall reimburse travel expenses incurred in the context of an external assignment, provided that these relate to travel of more than 50 kilometres, under the conditions and within the limits specified on the ECB's website.
3. The ECB shall reimburse travel expenses incurred on the basis of the most convenient and economic way of carriage, as further specified on the ECB's website.
4. Return travel shall not be reimbursed where the traineeship is terminated in accordance with Articles 9(4) or 10(4).

*Article 17***Insurance**

1. The ECB shall provide insurance for trainees against accidents at work under the conditions laid down in the insurance policy that the ECB holds with an insurance company.
2. The ECB shall provide trainees with health insurance under the conditions laid down in the insurance policy that the ECB holds with an insurance company, unless trainees have presented proof of health insurance prior to commencing their traineeship. The trainees' decision as to whether to be insured through the health insurance provided by the ECB, or through another insurance scheme, shall be irrevocable, unless trainees who elected to be covered through another insurance scheme prove that

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they are no longer covered for reasons which are beyond their control. If insured through the ECB, trainees shall contribute one third of the premium, which shall be deducted from the traineeship grant.

*Article 18***Liability and obligations vis-à-vis third parties**

1. Trainees shall not be liable for any damages caused to the ECB or to third parties arising because of or in the due performance of their traineeship, unless such damages are due to gross negligence or wilful misconduct.
2. The traineeship grant shall not be subject to tax for the benefit of the European Union. Trainees themselves shall be solely responsible for discharging tax and social security contributions arising from the traineeship with the ECB under the applicable laws in the relevant Member State.
3. Trainees themselves shall be solely responsible for fulfilling all obligations provided for in the applicable national legislation concerning aliens, including the obligation to hold all relevant permits for the period of their traineeship, taking into account, where applicable, any external assignments.

**Chapter 6 - Other provisions***Article 19***Disputes**

1. A trainee wishing to challenge a decision taken in application of these Rules shall make a reasoned submission to that effect to the Director General or to the Deputy Director General of DG/HR within two months of the date of the notification of the decision concerned. The Director General or the Deputy Director General of DG/HR shall provide the trainee with a reasoned reply within two months of receipt of the submission.
2. Decisions taken in application of these Rules may also be challenged before the Court of Justice of the European Union in accordance with Article 263 of the Treaty on the Functioning of the European Union. A submission pursuant to paragraph 1 shall not have the effect of suspending the deadline for initiating court proceedings in accordance with Article 263 of the Treaty.