



AD 2016-53

**ADMINISTRATIVE DIRECTOR DECISION
ON THE EUROJUST INTERNSHIP POLICY**

THE ADMINISTRATIVE DIRECTOR OF EUROJUST,

Having regard to Council Decision 2002/187/JHA of 28 of February 2002 setting up Eurojust with a view to reinforcing the fight against serious crime, as amended by Council Decision 2003/659/JHA of 18 June 2003 and by Council Decision 2009/426/JHA of 16 December 2008 on the strengthening of Eurojust;

Whereas the contribution of internships is seen as important in raising awareness and promoting a positive image of Eurojust,

Whereas it is necessary to draw up rules to ensure transparency and consistency in the granting of internships,

After consulting the Staff Committee,

HAS DECIDED AS FOLLOWS:

Article 1- Purpose

1. This decision sets out the internship policy of Eurojust.
2. Complementary agreements concluded with educational centres to allow students to gain practical academic credits while undertaking an internship at Eurojust shall not be in contradiction with the present decision.

Article 2 – Aims of the internship

1. The aims of the internship at Eurojust are:
 - to provide interns, during their studies or recently after completing their studies, with experience of the workings of Eurojust in particular and of the European Union organisations in general;
 - to enable interns to acquire practical experience and knowledge of the day-to-day work of the College and/or Administration, as applicable;
 - to provide an opportunity to work in a multi-cultural and multi-linguistic environment contributing to the development of mutual understanding, trust and tolerance;
 - to provide an opportunity to interns to put into practice the knowledge acquired during their studies, in particular in their specific areas of competence.
2. Eurojust benefits from the input of interns, who can give a fresh point of view and up-to-date academic and educational knowledge, which will enhance the everyday work of Eurojust. Eurojust will also benefit from creating a pool of people with first-hand experience



of Eurojust, who could cooperate with Eurojust or other EU organisations in the future and who will act as long-term “goodwill ambassadors” to promote the ideas and values of Eurojust and of the European Union organisations.

3. Under no circumstances shall an internship be used to replace the filling of a vacant post at Eurojust.

Article 3 - Requirements

1. Internships are offered to individuals whose academic profile or professional experience indicates that they would benefit from an internship with Eurojust.
2. Interns are selected from nationals of the Member States of the European Union and candidate countries. In addition, a limited number of interns may be selected from third countries, in accordance with the priorities and available resources of Eurojust.
3. To be eligible an applicant must:
 - have reached the age of majority in their country of origin;
 - have completed or be currently undertaking a level of education which corresponds to university studies or vocational training relevant for the tasks of the internship at Eurojust or, alternatively, have relevant professional experience which would be of benefit to the internship;
 - have very good knowledge (minimum level B2) of English.
4. The security rules adopted in line with Article 39a of the Eurojust Decision and in force during the internship apply to interns.

Article 4 – Application and selection Procedure

1. Each individual wishing to apply for an internship at Eurojust should complete the application form available on the Eurojust website and send it to a dedicated email address. Subsequently, the applications will be examined for completeness by the HR Unit and submitted to the relevant unit¹ for consideration.
2. Successful candidates are selected on the basis of qualifications and/or experience. Candidates will undergo an interview with the relevant unit and may be required to provide further information or documents as part of the selection procedure.
3. Eurojust should keep, to the extent possible, gender balance and equilibrium between interns from the different Member States.
4. Interns may not be placed in a unit where the performance of their internship tasks would be significantly impaired due to a recurring conflict of interest and where this conflict of interest cannot be satisfactorily addressed by adopting sufficient mitigating measures.
5. The HR Unit will inform all candidates of the outcome of their application. Selected candidates must reply within five working days to confirm whether they accept the internship offer.
6. Unsuccessful candidates, or candidates who declined the internship offer, may apply for a subsequent internship by submitting a new application and supporting documents.

¹ For the purposes of this decision, all organisational entities (Unit, Service, National Desk, etc.) are referred to as “unit”.



7. Prior to the commencement of the internship, the accepted intern must request a Certificate of Good Conduct or equivalent document from the competent national authority in their country of residence and provide this to the HR Unit as soon as it is received.
8. The keeping of files by the HR Unit shall in all cases comply with the Eurojust data protection rules, whether the applications gave rise to the conclusion of an internship agreement or were not considered, rejected or were withdrawn by the applicant.

Article 5 – Nature of the relationship between the intern and Eurojust

1. The relationship between the intern and Eurojust is governed by an internship agreement (Annex I), signed by the Head of HR Unit and the intern on the first day of the internship. The internship agreement outlines the nature of the internship, its duration, terms and supervisor.
2. In addition, the intern and the supervisor shall complete and sign the internship objectives (Annex II) within 1 week of the start date of the internship.
3. Interns are not Eurojust staff members and their contribution to the organisation shall relate to explicitly defined internship tasks with established objectives aimed to acquire or develop a particular expertise.

Article 6 - Duration

1. The duration of an internship shall be dependent on the requirements of the relevant unit but shall be a minimum of 3 months and a maximum of 6 months. Part-time internships with a minimum of 50% (20 hours per week) are possible, subject to the same limitations on the internship duration.
2. The starting date of internships will be the 1st or 16th of any given month.
3. The start and the end date of the internship should be agreed between the intern, the relevant unit and the HR Unit.
4. In the event that an intern wishes to terminate the Eurojust internship early, s/he must submit a written request to the supervisor and the HR Unit, indicating the reasons.

Article 7 – Rights and obligations of the interns

1. Interns shall comply with the internal rules governing the functioning of Eurojust, including rules regarding the obligation of discretion and confidentiality in accordance with Article 25 of the Eurojust Decision.
2. Interns must respect the same rules for contacts with the Press as Eurojust staff and follow the instructions provided. Any publication of work related to the internship project is prohibited unless prior written authorisation by the Administrative Director is given. All rights, for any articles or other work done for Eurojust, are the property of Eurojust.
3. Interns must disclose any interests which, due to creating a potential conflict of interest, might be incompatible with their internship. They are not permitted to exercise any other gainful employment during the period of the internship which may adversely affect the

work assigned during the internship. If a conflict of interest should arise during their assignment, interns should immediately report this to their supervisor and to the HR Unit.

4. All interns must possess health insurance throughout the entire period of their internship. Prior to the start date of internship, the intern should present the proof of this insurance to the HR Unit. The costs related to this compulsory health insurance are not covered by Eurojust. Interns are also advised to take out civil liability insurance.
5. Interns shall be integrated in the unit they are part of. Any concern that the intern may have should be first reported to the supervisor. If a suitable solution is not found, the intern may make contact with the HR Unit.
6. Interns shall be granted two days of leave per completed month of internship. Where the internship is terminated before the end of a month, the leave days will be reduced proportionally. In case of part-time internship the amount of annual leave granted is reduced proportionally.

Article 8 – Financial matters

Internships at Eurojust are unpaid. Eurojust does not provide any health insurance or reimbursement for travel or accommodation expenses.

Article 9 – Working conditions and absences

1. Internships at Eurojust can be full-time or part-time (minimum 50%).
2. Interns shall keep the same hours of work as Eurojust staff and benefit from Eurojust public holidays.
3. In case of sickness, interns must notify their supervisor and the HR Unit as soon as possible on the first day of absence.
4. In case of an intern's absence without justification or without notifying his/her supervisor, the latter shall request the intern in writing to provide proper justification for the absence. The HR Unit shall provide assistance to the supervisor in those cases. The HR Unit may propose to the Head of the Desk/Unit/Service, following examination of the justification given, or if no justification is received, to immediately terminate the internship without notice.

Article 10 – Day to day management

1. A staff member or member of the National Desk shall be appointed as a supervisor to the intern, and will be responsible for his/her supervision whilst at Eurojust. This shall include the establishment of formal objectives and assessing these at the end of the internship.
2. The supervisor shall immediately notify the HR Unit of any significant incidents occurring during the internship (in particular professional incompetence, unauthorised absences, serious illness or accidents or inappropriate behaviours) which come to his/her attention or of which the intern has informed him/her.
3. Interns shall be required to comply with the instructions given by their supervisor.



4. In exceptional cases only, the Administrative Director may grant authorisation for the intern to be sent on mission. For the authorisation of the mission and the reimbursement of the travel costs, the missions guide for Eurojust staff members shall apply.

Article 11 – Sanctions and disciplinary measures

1. Interns must fulfil the internship tasks assigned to them and behave with integrity, courtesy and consideration. The supervisor is expected to keep the performance under review and address any workload related issues. If, despite these measures, the performance and/or conduct of the intern does not prove satisfactory, the HR Unit, in response to a reasonable request by the supervisor and after hearing the intern, may at any time decide to terminate the internship.
2. The HR Unit, following a justified request by the supervisor and after hearing the intern, reserves the right to terminate the internship if the level of the interns' professional performance, conduct or knowledge of the working language is insufficient for the proper execution of his/her tasks.
3. The HR Unit reserves the right to propose to the relevant unit to terminate the internship if it becomes apparent that the intern knowingly made wrongful declarations, or provided false statements or papers at the moment of application or during the internship period.

Article 12 – Certificates

At the end of the internship, interns will be provided with a certificate indicating the dates of their internship and the unit in which it was completed.

Article 13 – Entry into force

The present Decision shall enter into force on the date following that of its adoption.

Internships commenced prior to the entry into force of this Decision may be extended for a maximum of three months with the approval of the HR Unit. Any such extensions shall fall under the scope of this Decision and be subject to the conclusion of an internship agreement.

Done at The Hague, on 23 November 2016

Nick Panagiotopoulos
The Administrative Director *ad interim*



ANNEX I

Internship Agreement

Between **EUROJUST**

Represented by its Head of Human Resources

and

[Intern Name]

Having regard to the Decision of the Administrative Director on the Eurojust internship policy,

Article 1

Purpose of the internship programme

- 1.1 The Internship programme at Eurojust is designed to provide interns with knowledge and practical experience of the work of Eurojust as well as the opportunity to translate into practice the expertise acquired during their studies.
- 1.2 Interns are not Eurojust staff members and participation in the internship programme does not carry any expectation of future employment with Eurojust.

Article 2

Obligations of the interns

- 2.1 Interns shall comply with the internal rules governing the functioning of Eurojust, including the rules regarding the obligation of discretion and confidentiality in accordance with Article 25 of the Eurojust Decision. Interns are required to sign a Declaration of Confidentiality on the first day of the internship.
- 2.2 Interns must respect the same rules for contacts with the Press as Eurojust staff and follow the instructions provided. Any publication of work related to the internship project is prohibited unless prior written authorisation by the Administrative Director is given. All rights, for any articles or other work done for Eurojust, are the property of Eurojust.
- 2.3 Interns must not have any interests which, due to creating a recurring conflict of interest, might be incompatible with their internship. They are not permitted to exercise any other gainful employment during the period of the internship which may adversely affect the work assigned during the internship. If a conflict of interest should arise during their assignment, interns should immediately report this to their supervisor and to the HR Unit.



Article 3 Remuneration

- 3.1 Internships at Eurojust are unpaid. Interns are responsible for all expenses related to travelling to and living in the Netherlands.
- 3.2 Eurojust does not provide interns with health insurance or any other type of insurance.
- 3.3 All interns must possess health insurance throughout the entire period of their internship. Prior to the start date of internship, the intern should present the proof of this insurance to the HR Unit. The costs related to health insurance are not covered by Eurojust. Interns are also advised to take out civil liability insurance.

Article 4 Working conditions and absences

- 4.1 Interns shall follow the same working hours as Eurojust staff and shall benefit from Eurojust public holidays.
- 4.2 Interns shall be granted two days of leave per completed month of internship. In case of part-time internships, the amount of leave granted is reduced proportionally.
- 4.3 In case of sickness, interns must notify their supervisor and the HR Unit as soon as possible on the first day of absence.
- 4.4 In case an intern is absent without justification or without notifying his/her supervisor, the latter shall request the intern in writing to provide proper justification for the absence. The HR Unit may propose to the Head of the Desk/Unit/Service, following examination of the justification given, or if no justification is received after this deadline, to immediately terminate the internship without notice.

Article 5 Duration of internship

- 5.1 The duration of the internship is determined by the requirements of the relevant unit and shall be for a period of between three and six months. Under exceptional circumstances and with the approval of HR Unit, the internship may be extended for an additional 3 months.
- 5.2 Part-time internships are subject to the same limitations on the duration.
- 5.3 In the event that an intern wishes to terminate his/her internship early, s/he must submit a written request to the supervisor and the HR Unit, indicating the reasons.



5.4 Eurojust reserves the right to terminate an internship at any stage in the event of a serious failure to perform tasks assigned, insufficient knowledge of the working language or failure to observe any of the obligations outlined in the Administrative Director Decision on the Eurojust internship policy.

Article 6 **Certificates**

6.1 Upon completion of the internship, a certificate will be issued confirming the duration of the internship and the unit to which the intern was attached.

Done in duplicate in The Hague, [date]

Head of Human Resources Unit

[intern name]



Annex II
INTERNSHIP OBJECTIVES

Intern Name:

Supervisor Name:

Unit/Desk/Service:

Internship duration: from [Click here to enter a date.](#) to [Click here to enter a date.](#)

Objectives and tasks of the internship:

End result:

Supervisor's signature

Intern's signature