



EUROPOL

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DECISION OF THE MANAGEMENT BOARD OF EUROPOL on Law Enforcement Traineeships

THE MANAGEMENT BOARD OF EUROPOL,

Having regard to Regulation (EU) 2016/794 of the European Parliament and of the Council of 11 May 2016 on the European Union Agency for Law Enforcement Cooperation (Europol) and replacing and repealing Council Decisions 2009/371/JHA, 2009/934/JHA, 2009/935/JHA, 2009/936/JHA and 2009/968/JHA (hereafter the "Europol Regulation"¹), as amended by Regulation 2022/991 of the European Parliament and of the Council of 8 June 2022 as regards Europol's cooperation with private parties, the processing of personal data by Europol in support of criminal investigations, and Europol's role in research and innovation², and in particular Articles 3(1), 4(1) and 7(1), thereof,

Whereas:

- (1) Europol's objective, as laid down in Article 3(1) of the Europol Regulation, is to support and strengthen action by the competent authorities of the Member States and their mutual cooperation in preventing and combating serious crime affecting two or more Member States, terrorism and forms of crime which affect a common interest covered by a Union policy.
- (2) Pursuant to Article 7(1) of the Europol Regulation, Europol and the Member States shall cooperate with each other in the fulfilment of their respective tasks set out in the Europol Regulation.
- (3) Further to the provisions of Article 4(1)(g) and (i) of the Europol Regulation, Europol's tasks include the provision to Member States of specialised training, as well as the sharing and promotion of specialist knowledge of crime prevention methods, investigative procedures, and technical and forensic methods.
- (4) The establishment of a Law Enforcement Traineeship Programme at Europol for personnel employed by a competent authority of a Member State to gain experience working alongside Europol staff, is a means of fulfilling those tasks and Europol's objectives, and is in the interest of both Europol and the Member States.
- (5) It is necessary to lay down general rules on Law Enforcement Traineeships in order to formalise the existing related practice at Europol, ensuring transparency and consistency, and laying down the conditions for such Traineeships.

¹ OJ L 135, 24.5.2016, p. 53.

² OJ L 169, 27.6.2022, p. 1-42.

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- (6) For the proper performance of their tasks, there is a need to make access to operational information processed by Europol pursuant to Article 20(4) of the Europol Regulation, possible for Law Enforcement Trainees on a case by case basis, by assimilating them in this regard to Europol staff members.
- (7) To ensure that such operational information is accessed only by those Law Enforcement Trainees requiring it for their tasks, and without prejudice to restrictions on access imposed by data providers in line with the principle of ownership of data, the scope and level of access by Law Enforcement Trainees to operational information shall be defined in the Contract of Traineeship.

HAS ADOPTED THE FOLLOWING DECISION:

Article 1

Scope and purpose of the Law Enforcement Traineeship Programmes

1. This Decision governs the Law Enforcement Traineeship Programmes of Europol.
2. The purpose of the Law Enforcement Traineeship Programmes is to provide an opportunity for personnel from the competent authorities of the Member States to gain practical experience on international law enforcement cooperation methods and procedures practiced by Europol through the day-to-day work in key units³ of Europol, alongside Europol staff.
3. In particular, the Law Enforcement Traineeship Programmes aim at:
 - a) Providing Law Enforcement Trainees with an understanding of the objectives and goals of specialist methods and procedures used at Europol;
 - b) Enabling Law Enforcement Trainees to acquire practical experience and knowledge of the day-to-day work of Europol's units;
 - c) Offering Law Enforcement Trainees the opportunity to work in a multi-cultural, multi-linguistic and multi-ethnic environment, contributing to the development of mutual understanding, trust and diversity;
 - d) Providing Law Enforcement Trainees with the opportunity to put into practice knowledge acquired during their studies, training and/or service within their respective competent authorities;
 - e) Transferring the knowledge and practical experience of Europol's working environment and international police cooperation, gained by the Law Enforcement Trainees, to the national level, also as a means to improve cooperation between Europol and Member States.
4. This Decision is not applicable to Interns who are subject to the provisions of the Decision of the Executive Director on Internships of 27 July 2022⁴.

Article 2

Definitions

For the purposes of the present Decision:

³ Any reference made in this Decision to a 'Europol unit' shall cover all types of organisational entities existing within Europol.

⁴ EDOC #1241004, including any successor thereto.

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- a) "Member State" shall mean any Member State of the European Union upon which the Europol Regulation is binding and in which it is applicable;
- b) "Sending competent authorities" shall mean the competent authorities of the Member States as defined in Article 2(a) of the Europol Regulation, which send staff to Europol in accordance with the provisions of this Decision;
- c) "National Unit" shall mean the liaison body between Europol and the competent authorities of the Member States, as laid down in Article 7 of the Europol Regulation;
- d) "Law Enforcement Trainees" (hereafter "Trainees") shall mean staff employed by a competent authority of a Member State, who are sent to Europol in accordance with this Decision;
- e) "Traineeship Supervisor" shall mean a Europol staff member holding a Senior Specialist, Senior Analyst or higher type of post, appointed by a respective Europol unit to which the Trainees are assigned, as laid down in Article 7 of this decision;
- f) "Law Enforcement Traineeship Programmes" (hereafter "Traineeship Programmes") shall mean the programmes established by means of the Law Enforcement Traineeship Agreements and the individual Contracts of Traineeship (hereafter "Traineeship"), as outlined in Article 3 of this decision.

Article 3

Establishment of the Traineeship Programmes

The Traineeship Programmes are established through the following procedural steps:

- a) The sending competent authority shall address the official Traineeship Programme request to the Executive Director of Europol, expressing its interest and defining the terms of the envisaged Traineeship Programme, including the duration and expected start date of the Law Enforcement Traineeship Agreement. The request shall also explain the overall benefit of the Traineeship Programme for Europol and outline the proposed objectives, which shall be compatible with the business needs of Europol.
- b) Europol is under no obligation to accept a Traineeship Programme request and may reject it, if deemed appropriate. Should this be the case, Europol will inform the sending competent authority via the National Unit in writing and without delay.
- c) Based on the official request and conditional upon Europol's demonstrated interest, the Human Resources Unit of Europol will prepare a Law Enforcement Traineeship Agreement reflecting the provisions established in this Decision. It shall specify the proposed objectives of the Traineeships under that Agreement. The Law Enforcement Traineeship Agreement shall be signed by the Executive Director of Europol and the sending competent authority.
- d) Once the Law Enforcement Traineeship Agreement is signed, the sending competent authority shall select the candidate(s) for the Traineeships. For each proposed Trainee, the sending competent authority shall provide the following documents:
 - a Curriculum Vitae;
 - a letter of motivation
 - an application form, reflecting the start date, duration of the Traineeship, field of expertise and Europol unit of potential interest;
 - a copy of a valid identification document;

The application form and the aforementioned supporting documents shall be received by the Human Resources Unit at least four weeks before the starting date requested by the sending competent authority. The Human Resources Unit will

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assess whether the file is complete, assess the eligibility of the proposed Trainee pursuant to Article 4 of this Decision, and together with the Europol unit concerned, identify the Europol unit in which Trainee will be placed.

- e) Where a candidate is accepted, Europol will inform the sending competent authority via the National Unit and prepare a Contract of Traineeship specifying the Europol unit in which the Trainee will be placed, the Traineeship Supervisor, the level of security clearance required in accordance with Article 6(2), and where applicable pursuant to Article 8 of this Decision, the specific Europol systems and applications to which the Trainee will have access to and the level of such access rights. The Contract of Traineeship shall be signed by the Deputy Executive Director of the Capabilities Directorate prior to commencement of the Traineeship and by the Trainee upon arrival.
- f) Without prejudice to the continuing obligation for Europol, the sending competent authority and the Trainee to assess whether a conflict of interest situation is present, a Trainee may not be proposed for, placed in a Europol unit or carry out functions which would be incompatible with Europol's interests or which could result in a conflict of interest.

Article 4 Trainees

1. The Trainees must:

- Be nationals of a Member State of the European Union and members of a competent authority as defined in Article 2(a) of the Europol Regulation;
- Have very good knowledge of English, the working language at Europol;
- Have very good computer skills;
- Have a confirmation from the sending competent authority that they have been subjected to a security clearance according to Article 6(2).
- Possess a sickness insurance throughout the entire duration of the Traineeship, for health-related costs incurred in The Hague.

2. Before the period of Traineeship begins, the sending competent authority shall certify to Europol that the Trainees will remain, throughout the period of the Traineeship, subject to the social security legislation applicable to the sending competent authority and will be responsible for expenses incurred abroad. To this end, the Trainee's sending competent authority shall provide Europol with the certificate referred to in Article 11(1) of Council Regulation (EEC) No 574/72⁵.

3. The sending competent authority shall ensure that Trainees retain their status as staff members of such authority throughout the entire duration of the Traineeship and remain subject to the relevant legal provisions applicable to them under national legislation. In the event that the status of the Trainees changes unexpectedly Europol shall be informed in order to be in a position to ensure that the Traineeship is unaffected by the change or otherwise terminate the Traineeship according to Article 14.

4. Europol shall strive to ensure gender balance and geographical representation between Trainees from the different Member States.

Article 5 Conditions of Traineeship

⁵ OJ L 74, 27.3.1972, p.1.

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1. The total period of Traineeship, including any extension, shall be minimum two months, and shall not exceed six months.
2. The Traineeship periods shall start on the first working day of any month. If the first working day is not the first calendar day of a given month, then the date referenced in the contract will be the first date of the calendar month in question.
3. The Traineeships are offered at Europol's Headquarters.

Article 6 ***Security rules***

1. By signing the Contract of Traineeship upon arrival, Trainees agree to comply at any time with the applicable internal rules governing the secure functioning of Europol, in particular the Europol Security Rules⁶ and the rules on the handling of information.
2. Prior to commencing the Traineeship, Europol will inform the sending competent authority of the level of security vetting required for this Traineeship to be performed at Europol. The minimum required level of security clearance is CONFIDENTIEL UE/EU CONFIDENTIAL. The security clearance certificate shall be provided to Europol prior to commencing the Traineeship.
3. Trainees will be provided with an access card allowing access to Europol's premises for the duration of their Traineeship.

Article 7 ***Administrative provisions***

1. Trainees shall report to the Human Resources Unit of Europol on the first day of Traineeship to complete the requisite administrative formalities.
2. The Traineeship shall commence with an introductory phase, encompassing training and awareness sessions on Europol, its internal procedures, information management systems, data protection and security matters. Attendance at these introduction sessions is obligatory.
3. Europol shall provide the Trainee with appropriate support, guidance and ensure a proper working environment.
4. The Trainee shall be assigned a Traineeship Supervisor who will be responsible to guide and closely supervise the Trainee during the Traineeship. The Traineeship Supervisor must hold a Senior Specialist, Senior Analyst or higher type of post.
5. The supervision shall include the establishment of formal learning objectives and tasks, to be reflected in the Traineeship Report, in agreement with the Trainee. The Trainee and the Traineeship Supervisor shall assess the efficiency of the Trainee in performing the established objectives and tasks, and submit the signed Traineeship Report to the Human Resources Unit prior to the end of the Traineeship.
6. The Traineeship Supervisor must notify the Human Resources Unit immediately of any significant incident or pattern of behaviour occurring during the Traineeship which is brought to his/her attention, in particular, inefficiency, unjustified absence, accident or misconduct.

⁶ EDOC#865874 including any successor thereto.

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7. Upon completion of the Traineeship, the Human Resources Unit will provide the Trainee with a certificate indicating the dates of the Traineeship and the Europol unit in which the Traineeship was carried out.
8. Europol shall inform the sending competent authority about the efficiency, ability and conduct of the Trainee during the Traineeship as regulated in the Contract of Traineeship.

Article 8

Access to operational information processed by Europol

1. On a case by case basis and depending on the objectives defined in the relevant Law Enforcement Traineeship Agreement, the tasks foreseen for the Trainee and the business needs of Europol, Trainees may be duly empowered by the Executive Director to access information processed by Europol in line with Article 20(4) of the Europol Regulation. To that end Trainees shall be assimilated to Europol staff members. In such cases, the Contracts of Traineeship shall detail the specific Europol systems and applications to which the individual Trainee will have access to and the level of such rights, based on the need-to-know principle.
2. In accessing and using information processed by Europol, Trainees shall have regard solely to the interests of Europol and shall neither seek nor take instructions from any government, authority, organisation or person outside Europol. Failure to comply with this provision during the period of Traineeship shall entitle Europol to terminate the Traineeship pursuant to Article 14(1).
3. When appropriate and as approved by the relevant Traineeship Supervisor based on business needs and on the need-to-know principle, and if covered under the scope of empowerment under paragraph 1 of this Article, the Trainee may attend operational meetings at Europol under the direct supervision and presence of a Europol temporary agent.
4. In exceptional cases, where justified by the scope of the Traineeship and the business needs of Europol, the Deputy Executive Director of the Capabilities Directorate may authorise Trainees to take part in missions, on the condition that the Trainee is under the direct supervision and presence of a Europol temporary agent. The approval, including justification for the exceptional case, shall be attached to the draft mission order introduced into the travel management system.

Article 9

Costs

1. All costs incurred in relation to the Traineeship, such as salary, accommodation and travel to Europol's Headquarters, shall be borne by the sending competent authority.
2. The request for Trainees to take part in missions shall be submitted to the Deputy Executive Director of the Capabilities Directorate via the Human Resources Unit.
3. All costs related to missions outside Europol's Headquarters shall be borne by Europol. The provisions on authorisation of the mission and the reimbursement of the travel costs laid down in the Europol Financial Regulation and the Guide to Missions and authorised travel for Europol Staff, shall apply by analogy. The expenses will be borne by the Europol unit requesting the mission.
4. During the entire duration of the Traineeship, the Trainees are insured by Europol against the risk of accident or death while present at Europol or on mission. Europol communicates the terms of the insurance coverage to the Trainee at the latest on the first day of the Traineeship.

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Article 10

Working conditions and absences

1. The rules in force at Europol on working time and hybrid working, as outlined by Commission Decision on working time and hybrid working⁷, shall apply to Trainees, with the exception of the provisions on the lump sum covering certain costs of teleworking staff.
2. The Trainee is entitled to two days of leave per completed month of Traineeship to be authorised, upon the Trainee's request, by the Human Resources Unit. Where the Traineeship is terminated before the end of a given month, the entitlement to leave days in that month will be reduced and the Trainee will be granted half a day of leave per completed week of Traineeship.
3. In case of sickness, the Trainee shall immediately notify the Traineeship Supervisor and the Human Resources Unit, indicating the probable length of absence. Europol shall inform the sending competent authority via the National Unit. In all cases, the Trainee shall be responsible for compliance with the formalities required by the relevant national legal provisions.
4. Europol reserves the right to terminate a Traineeship in case of continuous sickness/absence of more than one month. In such cases, a two week notice period shall be observed.
5. Whenever the Trainee is absent without justification or without notifying the Traineeship Supervisor, the Human Resources Unit shall instruct the Trainee in writing, to report to the concerned Europol unit without delay. Days of unjustified absence will be automatically deducted from the Trainee's leave entitlement. Europol shall notify the sending competent authority via the National Unit of such unjustified absence.

Article 11

Rights and obligations

1. During the period of Traineeship:
 - a) Trainees shall comply with the rules regarding the obligation of discretion, confidentiality and data protection.
 - b) Trainees shall refrain from any unauthorised disclosure of information received at Europol during the Traineeship, unless that information has already been made public or is accessible to the public. Trainees shall continue to be bound by this obligation after the period of Traineeship.
 - c) Details of activity at Europol shall not be disclosed, unless written permission has been sought and granted by the Executive Director in advance. Any publication of work related to the Traineeship is prohibited, unless prior written authorisation has been granted by the Executive Director. All rights, for any articles or other work done for Europol, are the property of Europol. Trainees shall continue to be bound by this obligation after the period of Traineeship.
 - d) Trainees must respect the same rules for contacts with the press/media as Europol staff and follow the instructions provided.
 - e) Trainees shall not, in the performance of their Traineeship, deal with a matter in which, directly or indirectly, they have any personal interests such as to impair their independence, and, in particular, family and financial interests. If they nevertheless

⁷ EDOC#1224531 and #1224532, including any successor thereto.

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identify an actual or potential conflict of interest, they shall immediately inform their Traineeship Supervisor who will take any appropriate measure and may relieve the Trainee from dealing with that matter.

- f) Trainees may neither keep nor acquire, either directly or indirectly, in undertakings which have dealings with Europol, any interests of such kind or magnitude as might impair their independence in the performance of their duties.
- g) Trainees shall inform without delay the Traineeship Supervisor as soon as they become aware of an actual or potential conflict of interest between the instructions received from Europol staff and the obligations they are subject to under national law. If such a case arises, the Deputy Executive Director of the Capabilities Directorate at Europol will contact the sending competent authority to reach a solution agreeable to both sides.
- h) Trainees shall refrain from exercising any other activity which may adversely affect the Traineeship Programme or in any way prejudice the legitimate interests of Europol.
- i) Trainees must fulfil the Traineeship Programme's objectives and behave in accordance with Europol's values and the principles of the Europol Code of Conduct, as well as applicable internal policies, with full respect for the conditions set in the Law Enforcement Traineeship Agreement and in line with the Contract of Traineeship.
- j) The rights and obligations deriving from the Decision of the Management Board of Europol on the policy on protecting the dignity of the person and preventing psychological harassment and sexual harassment shall be applicable to Trainees by analogy.

The rights and obligations deriving from Chapters III and IV of the Europol Management Board Decision of 13 March 2022 laying down general implementing provisions on the conduct of administrative inquiries and disciplinary proceedings (hereafter 'MB Decision on AIs/DPs')⁸ shall be applicable to Trainees by analogy⁹, conditional upon the approval of the head of the Europol National Unit and as long as such application does not contradict national law.

2. Failure to comply with any of the provisions of this Article during the period of Traineeship shall entitle Europol to terminate the Traineeship pursuant to Article 14(1).

Article 12 **Liability and cases of conflict**

1. If damage is caused to Europol as a result of negligence or misconduct on the part of a Trainee in the course of or in connection with the performance of his/her duties, the sending competent authority and Europol shall endeavour to find an equitable solution for the compensation of damages suffered.
2. In the endeavour to find an equitable solution both parties shall be guided by the principle of direct liability due to own fault. Any dispute between the sending competent authority and Europol over the principle or amount of the repayment of damages caused by the Trainees shall be referred to the Chairperson of the Europol Management Board, who shall settle the matter. If the Chairperson of the Management Board comes

⁸ EDOC# 1214015v4, including any successor thereto.

⁹ Where a Trainee is in the position of the 'person concerned', 'witness' or 'alleged victim', as respectively defined in Articles 2(2), 2(3) and 2(4) of the MB Decision on AIs/DPs, and (indirectly) referred to in Chapters III and IV thereof.

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from the same Member State as the sending competent authority, the Deputy Chairperson shall be referred to.

3. In cases of conflict between the sending competent authority and Europol, or between the Trainee and Europol, Europol will be entitled to prohibit access to the Europol premises by the Trainee, or to grant such access only under particular conditions or restrictions.
4. Where there is a serious conflict between Europol and the Trainee, Europol is entitled to terminate the Traineeship in accordance with Article 14(1).

Article 13 Suspension of Traineeship

1. At the written request of the Trainee or the sending competent authority, and with the latter's agreement, Europol may authorise suspension(s) of a Traineeship and specify the terms applicable.
2. The maximum duration of the suspension shall not exceed one month, following which the Traineeship may either resume or be terminated.
3. The period of suspension shall not be counted in the period of Traineeship as defined in Article 5.

Article 14 Termination of the Traineeship

1. Without prejudice to Article 10(4) and 13(2), if the conduct of the Trainee does not prove satisfactory, Europol may, at any moment, terminate the Contract of Traineeship without notice. Europol shall notify the Trainee and the competent sending authority, via the National Unit, in writing of its decision to terminate a Traineeship indicating the underlying reasons.
2. Without prejudice to Article 13(2), the sending competent authority may also terminate a Traineeship, should the Trainees be required to return to their duties in the Member State. The sending competent authority via the National Unit shall notify the Human Resources Unit in writing, indicating the relevant reasons, with a minimum of two weeks prior to the proposed termination date.

Article 15 Personal data

1. Personal data related to Traineeships, are processed by Europol in accordance with Regulation (EU) 2018/1725 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies¹⁰, applicable to Europol by virtue of Article 46 of the Europol Regulation. Trainees shall be notified of the relevant data protection rules at the time of the signature of the Contract of Traineeship.
2. The Data Protection Function of Europol shall be the initial point of contact for all data protection issues in relation to the processing of personal data. The Trainee shall also have the right of recourse at any time to the European Data Protection Supervisor.

¹⁰ OJ L 295, 21.11.2018, p. 39

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**Article 16
Communication channels**

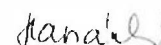
The sending competent authority concerned shall enjoy a close working relationship with Europol throughout the Trainee's period of Traineeship. All correspondence and contacts between Europol and the Trainee's sending competent authority, particularly those referred to in this Decision, shall be made via the National Unit concerned.

**Article 17
Entry into force**

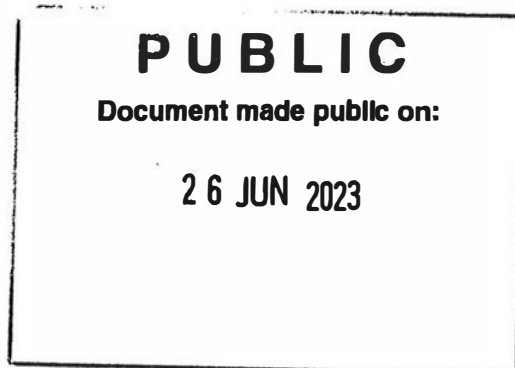
1. The Decision of the Management Board of Europol of 04 October 2019 on Law Enforcement Traineeships¹¹ is hereby repealed.
2. This Decision shall enter into force on the day following its publication in the Europol *Vademecum*.

Done at The Hague on 11 October 2022

For the Management Board



Šárka Havránková
Deputy Chairperson of the Management Board



¹¹ EDOC#882904.