



ED DECISION 23 / 2016

OF THE EXECUTIVE DIRECTOR OF THE AGENCY

Of 10 February 2016,

On Rules governing the undergraduate student programme at the ENISA

THE EXECUTIVE DIRECTOR OF THE EUROPEAN NETWORK AND INFORMATION SECURITY AGENCY,

Having regard to REGULATION (EU) No 526/2013 of the European Parliament and of the Council of 21 May 2013 concerning the European Union Agency for Network and Information Security (ENISA);

Whereas it is necessary to draw up rules to govern the undergraduate student programme organised by ENISA;

Whereas rules governing this matter have to be adapted to a constantly evolving context;

HAS DECIDED

To adopt the following rules concerning the undergraduate student scheme at ENISA.

Article 1
General

These rules govern the undergraduate student scheme of ENISA. This scheme is addressed mainly to undergraduate university students

The aims of the undergraduate student programme with ENISA are:

- To provide undergraduate student an understanding of the objectives and activities of ENISA.

- To enable undergraduate students to acquire practical experience and knowledge of the day-to-day work of ENISA Departments and Units.
- To enable undergraduate students to put into practice knowledge acquired during their studies, or professional careers.

ENISA, through its undergraduate student programme:

- Benefits from the input of enthusiastic students, who can give a fresh point of view and up-to-date academic knowledge, which will enhance the everyday work of the ENISA;
- Creates a pool of people with first-hand experience of and trained in procedures used in European institutions, who will be better prepared to collaborate and co-operate with the ENISA in the future;
- Creates long-term “goodwill ambassadors” for European ideas and values both within the European Union and outside.

Article 2 Eligibility

Undergraduate student have to be nationals of the Member States of the European Union or of Norway, Iceland and Liechtenstein. Candidates must be registered in a cycle of a higher university education course.

In order for the undergraduate student to fully profit from the program and to be able to follow meetings and perform adequately, candidates must have very good knowledge of at least two EU languages, of which one should be the main working language of the ENISA (English).

Applicants are selected on the basis of a CV desk review and a phone interview which shall take into account the suitability of the person for the position and their qualifications. Regard will also be taken in respect of the maintenance of an appropriate geographical distribution of candidates.

Article 3 Status

Admission to the programme does not confer on them the status of other servants of the European Union nor does it entail any right or priority with regard to an appointment in the services of ENISA. Students can apply during their program with ENISA to ENISA open recruitment procedures.



Article 4
Organisation

1. Undergraduate students are allocated to a Department within ENISA. During the program, students may be rotating within the Departments or they may be involved in cross-Agency projects or be re-allocated to another position as agreed by management.
2. Students are placed under the responsibility of a mentor. The mentor must guide and closely follow the student during his/her program, acting as his/her mentor.
3. The mentor must notify immediately the Head of Department concerned and Human Resources of any significant incidents occurring during the program (in particular professional incompetence, absences, sicknesses, accidents, bad behaviour, or interruption of the program), which come to his/her attention, or of which the student has informed him/her.
4. Students are allowed to attend meetings on subjects of interest to their work (unless these meetings are restricted or confidential), receive documentation and participate in the work of the Department to which they are attached at a level corresponding to their educational and working background. Subject to the approval of their mentor and providing it does not conflict with the accomplishment of the tasks assigned to them, they are entitled to attend meetings in a Department other than the one to which they are attached, unless these meetings are restricted or confidential.

Article 5
Duration of the student programme

1. The student periods last at least 42 weeks. ENISA will advertise their requirements for students as the need arises.
2. In addition, the Agency may decide on an additional students intake for special projects. The timing and duration of a special intake as well as the number of students and their allocation will be determined by the Agency as needed. The application and selection process is the same as for the intakes described under 5.1.
3. The period above may not be repeated or extended beyond the maximum length laid down in these rules.

Article 6
Admission

1. Applications should be made in accordance with the procedures established by ENISA. All necessary instructions are published on the ENISA Website.
2. If an application is unsuccessful a candidate may re-apply for a subsequent programme. It is, however, necessary to submit a fresh application. ENISA does not keep applicants' files from one in-take to another.



Article 7
Selection procedure

1. ENISA makes its selection of students on the basis of the applications received. Candidates who are offered a student program will be required to provide documented evidence of the qualifications prior to starting the program.
2. Successful candidates will typically have a background relating to the activities of ENISA. Candidates with an interest in any support function (for example information technologies, legal affairs, internal audit, internal and external communication, human resources, budget, accounts, infrastructure services, document management, facility management, project management and meeting management) are welcomed too. Any candidate who meets the minimum eligibility criteria may apply.
3. Candidates can be contacted over the phone by the different Departments of ENISA to check availability and to discuss expectations prior to the final selection decision.
4. The Executive Director makes the final selection of applicants on the basis of the proposals / recommendations submitted by the units concerned.
5. Successful applicants are informed by letter, in duplicate, of the dates of the program. A copy of these rules is enclosed with the letter.
6. The selection of students is confidential.

Article 8
Rights and duties of Students

1. Students shall be required to comply with the instructions given by their mentors, by their Head of Department/Unit/Section to which they are assigned and with the instructions issued by Human Resources. They must also comply with the rules governing the programme and the internal rules governing the functioning of ENISA, in particular the rules concerning security and confidentiality.
2. Students must take part in all activities organised for them, respecting the timetables and programs laid down.
3. During their programme, students must consult their mentors, Head of Unit/Section or, if unavailable, Head of Department on any action they propose to take on their own initiative relating to ENISA's activities.
4. In line with ENISA's Code of Conduct, students must exercise the greatest discretion regarding facts and information that come to their knowledge during the course of their program. They must not, in any manner whatsoever, disclose to any unauthorised person any document or information not already made public. ENISA reserves its legal right to terminate the student program and to pursue any person who does not respect this obligation. Students will continue to be bound by this obligation after the end of their program.
5. Any conflict of interests must be disposed of prior to the start of the program. Students may be required to make a public declaration of interests upon starting their program.
6. Students must not have any professional connections with third parties, which might be incompatible with their program (i.e. must not work for lobbyists, legal attachés, etc.), and they are not permitted to exercise any other gainful or non-gainful

employment during the period of the program, which may adversely affect the work assigned during the program. If a conflict of interest should arise during their assignment, the student should immediately report this to their mentor, to their Head of Unit/Section or Head of Department and to Human Resources in writing.

7. Students must respect the same rules for contacts with the Press as other ENISA staff and follow the instructions provided. ENISA reserves the right to terminate the program and to pursue any person who does not respect this obligation.
8. Students must not, either alone or with others, publish or cause to be published any matter dealing with the work of the ENISA without the written permission of the relevant services. Human Resources will provide specific instructions on how to obtain such permission and should receive a copy of those permissions together with a copy of any publication (including thesis) or article published. Such permission is subject to the conditions in force for all ENISA staff. All rights, for any articles or other work done for the Agency, are the property of the Agency.
9. At the end of their programme, students must submit to their mentors a report on their activities during the program. The mentors will then forward this report to Human Resources who may add elements to this report as appropriate. Students receive, at the end of their programme, a certificate specifying the length of the programme and the division to which they were attached.
10. Students must carefully record their activities and their daily working hours from the first day up to the final day of service.

Article 9 *Absences*

1. Working time arrangements of the Agency apply to students. Students are entitled to 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 for trips and visits organised either by Human Resources, by the Department in which they work, are not deducted from this entitlement. Students are not permitted to take special leave, except for exam days (a maximum of 3 days per program) and a maximum of 3 days for serious family situations. Students should not take flexi leave or swap ENISA holidays with working days. Human Resources and the Head of Department concerned oversee that the above rules are respected. Leave requests should respect the needs of the Service. Absences have first to be approved by the Head of Unit/Section or Head of Department concerned.
2. In case of sickness, students must notify their Head of Department/Unit/Section and HR section immediately, and if absent for longer than three calendar days, must produce a medical certificate, indicating the probable length of absence, which must be forwarded to Human Resources. A student who is absent because of illness may be subject to medical checks in the interest of the service.
3. When students are absent without justification or without notifying their mentor and the Head of Unit/Section or Head of Department concerned, Human Resources may decide to immediately terminate the program with the student without further notice. Any overpayment of the grant is to be reimbursed to ENISA. The student will also not be entitled to receive the travel allowance.

Article 10
Maternity leave

1. A student who is pregnant shall be granted maximum maternity leave of twelve weeks, during which period she shall receive the grant as set out in Article 11 of these rules. The leave shall start not earlier than six weeks before the expected date of confinement as shown in a medical certificate, which must be provided to Human Resources, and end not earlier than six weeks after the actual date of childbirth.
2. For health and safety reasons, a student who is pregnant must inform Human Resources at the latest fifteen weeks before the expected date of confinement.
3. Maternity leave cannot go beyond the duration of the program.

Article 11
Grants

1. Students will be awarded a monthly maintenance grant of €1000 or pro rata when a shorter time period is applicable. The student will provide evidence of social and health insurance before the start of a student program. The amount of the grant may be reviewed during the student program. The grant is dependent on budgetary constraints.
2. If the student 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.
3. Upon presentation of the proper justification, disabled students may receive a supplement to their grant equal to a maximum of 50% of the amount of the grant. Human Resources may consult the medical service of ENISA if necessary.

Article 12
Travel expenses at the beginning and end of the student programme

1. Students who receive a grant, whose place of recruitment at the beginning of the programme is not Heraklion, Crete or Athens are entitled to compensation for the travel expenses incurred at the beginning and end of the training as determined under this article. The student is responsible for informing Human Resources immediately of any change of address.
2. The student must complete a minimum of two months of the program to qualify for the travel allowance. Students whose place of recruitment is less than 150 km from the place of employment are not entitled to a travel allowance.
3. The location specified in ENISA's student contract awarding the student a contract shall be considered to be the place of recruitment.
4. Unless specific provision is made to the contrary, where the place of recruitment is outside the European territory of a Member State travel expenses shall be reimbursed only from the point in the European territory of a Member State, which is nearest to the place of recruitment.



Article 13
Individual missions

1. In exceptional cases only, the Head Department may, on a request from the mentor concerned stating the grounds, grant authorization for a student to be sent on mission.
2. This authorization entitles students to reimbursement of mission expenses in accordance with the Staff Regulations of officials and other servants of the European Union.

Article 14
Tax arrangements

Maintenance grants awarded to students not subject to the special tax regulations applying to officials and other servants of the European Union. Students are solely responsible for the payment of any taxes due on the maintenance grant they receive from ENISA by virtue of the laws in force in the State concerned.

Article 15
Social Insurance, Sickness Insurance and accident insurance

1. ENISA does not provide private social or health insurance. Students are responsible for arranging their own social and health insurance. All EU citizens should carry a European Health Insurance Card (EHIC) while abroad. EHIC entitles them to free or reduced-cost treatment in the EU. Students are required to provide proof that they are covered by health and social insurance before any program commences.
2. During the student programme a student is only personally insured against the risk of accidents on the same terms as persons at ENISA who are not covered by the Staff Regulations.

Article 16
Interruption and termination of training and sanctions

1. Under exceptional circumstances, at the written request of the student stating the relevant reasons and with proper justification, the Head of Human Resources may, after consultation with the Head of Unit/Section or Department concerned, authorise an interruption of training for a given period. The grant is then suspended and the student is not entitled to reimbursement of any travel expenses incurred during that period. The student may return to complete the unfinished part of the training, but only up to the end of the same period. No extension is possible.
2. If a student wishes to terminate his/her program earlier than the date specified in the contract, a written request must be submitted by the program to Human Resources

for approval. The request should state the relevant reasons and must be submitted at least three weeks in advance of the new termination date. The student must submit the request to Human Resources via his/her mentor and the Head of Division or Head of Department concerned. Students may only terminate their contract on the 1st and 16th of the month. Where appropriate, the equivalent part of the grant must be reimbursed to ENISA.

3. The student programme shall end when the period for which it was awarded expires.
4. The Student must exercise their duties and behave with integrity, courtesy and consideration. If the conduct of the student does not prove satisfactory, Human Resources, in response to a reasonable request by the mentor and approved, after hearing the student, by the Head of Unit/Section or Head of Department concerned, may at any moment decide to terminate the program. Human Resources, following a justified request by the mentor and approved by the Head of Unit/Section or Head of Department concerned, reserves the right to terminate the program if the level of the program professional performance or knowledge of the working language is insufficient for the proper execution of his/her duties. Human Resources reserves the right to terminate the program if at any moment it becomes apparent that the student knowingly made wrongful declarations, or provided false statements or papers at the moment of application or during the student program.
5. Following the completion of the program, and where requested, a student following the provision of the appropriate reports to ENISA will be provided with a certificate specifying the dates of the program period and details of the area in which they worked during the program.

Article 17
Data protection

ENISA ensures that the applicants' personal data are processed as required by Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (Official Journal of the European Communities, L 8 of 12 January 2001).

Article 18
Final provisions

This decision shall enter into force the date of its signature.

Done at Heraklion, 10 February 2016

Signed

Udo Helmbrecht
Executive Director