

Rule of Law Education Subgrant Agreement

between

ELSA

and

ELSA {{ Country }}

This Agreement is concluded in the context of the organisation of the **National Project of Rule of Law Education (ROLE)** in **{{ Country }}**,

referred to hereinafter as “**National Project**”,

between

The European Law Students’ Association, an association registered in the Netherlands (KvK registration number: 40538466) with its registered office in Boulevard Général Jacques 239, 1050 Brussels, Belgium, represented by **Niko Anzulović Mirošević** in the capacity of the Vice President in charge of Academic Activities of the International Board of ELSA,

referred to hereinafter as “**ELSA**”;

and

The organising group, **ELSA {{ Country }}**, represented by **{{ Representative }}**, in the capacity of **{{ Position }}** as the Legal Representative of **ELSA {{ Country }}**,

referred to hereinafter as “**Organising Group**”.

Jointly referred to hereinafter as the “**Parties**”.

1. Subject

- a. The subject of this Agreement is the Subgrant, up to the amount specified in the Subgrant Decision, provided by ELSA to the Organising Group for the implementation of the National Project as detailed in the Subgrant Application and ELSA's Decision.
- b. The Organising Group shall receive the funding under the terms and conditions set out in this Agreement, the Subgrant Application and the Subgrant Decision.

2. Purpose

- a. This Agreement sets forth the relations and responsibilities of the Parties in the context of the organisation of the National Project.

3. Definitions

- a. For the purposes of this Agreement, capitalised terms shall have the following meaning or if not otherwise defined herein, the meaning ascribed to in the ROLE Subgrant Call:
 - i. **"EYF"** refers to the European Youth Foundation of the Council of Europe;
 - ii. **"ELSA International"** refers to the International Board of ELSA, the ELSA International Team, and any other person appointed by the International Board of ELSA to assist in their work and carry out a specific task related to the activities of the Association.
 - iii. **"National Group"** refers to a National Group of ELSA, which is either a Member or Observer of ELSA.
 - iv. **"Organising Group"** refers to the National Group responsible for organising the National Project as specified in the Rule of Law Education Subgrant Application submitted to ELSA.
 - v. **"Organising Committee", "OC"** refers to the group of people designated by the relevant Organising Group to organise the National Project.
 - vi. **"National Coordinator"** is the person designated as the main person in charge and responsible for the National project, as well as the head, coordinator and representative of the Organising Committee.
 - vii. **"Subgrant Application"** refers to the application made by the Organising Group to receive the subgrant.
 - viii. **"Breach"** refers to any breach of regulations regarding Rule of Law Education by the Organising Group, including but not limited to a breach of any provision of this Agreement, any Annex thereto, or any regulation by ELSA regarding Rule of Law Education made available to the Organising Group;
 - ix. **"Marketing Materials"** refers to any promotional content (printed and digital) created by the Organising Committee in order to attract, inform and

engage potential applicant, partners or other stakeholders. The digital content can be specifically, but not exclusively, pictures, videos, and social media posts uploaded on the social media of the Organising Committee.

- x. **“Subgrant Decision”** refers to the decision made by ELSA regarding the Subgrant Application, including any conditions therein.

4. Responsibilities of the Organising Group

- a. The Organising Group organises the National Project on its own account.
- b. The Organising Group bears complete civil and criminal responsibility for executing the National Project in accordance with the terms of this Agreement and the indications given in the Subgrant Application.
- c. The Organising Group shall act in the utmost good faith in the organisation and management of the National Project.
- d. The Organising Group shall bear any financial sanctions that third parties impose in case of infringement of intellectual property rights regarding the National Project. Those financial sanctions shall not be considered a “loss” in the terms of this Agreement. The Organising Group shall hold ELSA harmless for any damages and costs related to infringements of intellectual property rights caused by the Organising Group.
- e. The Organising Group shall:
 - i. use the funding exclusively for the subject as stated in Article 1;
 - ii. make no profit through the funding;
 - iii. respond and provide all information adequately and promptly, without undue delay, to any request made by ELSA or the EYF, including requests related to the organisation of pre-visits;
 - iv. take all necessary measures to prevent irregularities, fraud, corruption, or any other illegal activity in the management of the Subgrant;
 - v. promptly permit and facilitate the audit of its accounts by ELSA and/or the EYF on request;
 - vi. ensure that at least one member of the OC attends and participates in all training organised by ELSA for ROLE Organisers, including but not limited to training sessions, coaching calls, and the ROLE Training Conference;
 - vii. accept and comply with the regulations of ELSA;
 - viii. appoint at least one person responsible for communicating and reporting to ELSA International before, during and after the National Project;
 - ix. inform ELSA International about the members of the OC and their exhaustive responsibilities;
 - x. ensure that all members of the OC have the necessary skills and knowledge, including crisis management skills and ELSA knowledge;

- xi. upon agreement between the Organising Group and the IB, accommodate the participation of a speaker provided by one of the partners of ELSA;
- xii. ensure that none of the Marketing Materials infringe on the intellectual property rights of third parties;
- xiii. submit the ROLE Evaluation Form within the deadline specified by ELSA;
- xiv. promote ROLE according to the instructions of ELSA;
- xv. Request ELSA's approval of the Curriculum Derivative to be used with the National Project, and refrain from using it until approval is acquired.

5. Responsibilities of ELSA

- a. ELSA shall:
 - i. coordinate and control the quality of the National Project;
 - ii. provide support to the OC through a Coaching System;
 - iii. publish the ROLE Marketing Kit in due time;
 - iv. publish the ROLE Evaluation Form;
 - v. promote ROLE;
 - vi. publish the information submitted into the ROLE Evaluation Form in the ROLE Final Report;
 - vii. promptly examine a submitted Curriculum Derivative, and:
 - 1. if it complies with regulations, EYF instructions, CoE Youth Sector Priorities and other related requirements, approve it.
 - 2. if it does not comply with the aforementioned, provide instructions, guidance and control on how to reach compliance.

6. Quality Control of the National Project

- a. ELSA International shall have the power to:
 - i. check any aspects of the National Project that ELSA International deems necessary to guarantee compliance and quality of the National Project, enable the completion of the Grant Report or accommodate any request made by EYF, including but not limited to:
 - 1. revenues and expenditures. In such case, the Organising Group shall submit the budget and/or the final accounts for the National Project in English and in EUR (or providing the current exchange rate to EUR), using the template provided by ELSA International within the time stipulated;
 - 2. proof of expenses incurred
 - 3. information on project partners
 - 4. logistical arrangements such as location, venues, accommodation
 - 5. quality and structure of training, including information on speakers, content, and educational methodologies

- 6. compliance with regulations
- 7. compliance with this Agreement and all Subgrant Documents
- ii. request the Organising Group to fill in regular questionnaires related to the organisation process of the National Project within the time stipulated;
- iii. hold a pre-visit and have the OC specifically show them the relevant venues, the accommodation, and any other relevant places and processes. For the avoidance of any doubt, ELSA shall also be able to execute its powers according to this Section during the facilitation of the pre-visit;
- iv. request any further information and/or clarifications from the Organising Committee and the Organising Group.
- b. The Organising Group shall inform ELSA immediately of any problem occurring before, during or after the National Project takes place which might jeopardise any of the provisions regulated in this Agreement and the International Council Meeting Decision Book of ELSA.
- c. ELSA may allow the Organising Committee to deviate from the regulations upon presentation of a concrete and justified reason. In case of an allowed deviation, ELSA International shall have the power to ask the Organising Group to issue an official signed explanation for EYF or other externals.

7. Reporting

- a. The Organising Group shall conduct Interim and Final reporting according to the Financial Guidelines and Narrative Guidelines, as well as any other instructions given by ELSA and/or EYF.
- b. The Interim Report shall be submitted by the Organising Group by the date specified in the Subgrant Decision, and include:
 - i. a signed narrative report on the parts of the National Project conducted so far;
 - ii. list of all participants of legal age according to the laws of the Organising Group's country, with their signatures;
 - iii. a list of all changes in planning or implementation of the National Project compared to those outlined in the Subgrant Application, with an explanation/reasoning for each change;
 - iv. a signed preliminary financial report of expenses so far incurred, including proof of expenditure (i.e. bills/invoices or copies thereof) and appropriate supporting documents for all expenses.
- c. The Final Report shall be submitted by the Organising Group by the 21st of July of the calendar year which comes immediately after the year of signing, and shall include:

- i. a signed narrative report on the execution and outcomes of the National Project;
- ii. list of all participants of legal age according to the laws of the Organising Group's country, with their signatures;
- iii. a signed financial report of all income and expenses, with all proof of expenditure (i.e. bills/invoices or copies thereof) corresponding to the total cost of the National Project, accompanied by appropriate supporting documents

8. Terms of payment

- a. Payments shall be made by ELSA in three instalments:
 - i. first, no earlier than the receipt of the first grant instalment from EYF by ELSA and no later than 4 weeks after that;
 - ii. the second, no earlier than the receipt and validation of the Interim Report and no later than 4 weeks after the receipt of the second grant instalment from EYF by ELSA;
 - iii. the third, no earlier than the receipt and validation of the Final Report and no later than 4 weeks after the receipt of the second grant instalment from EYF by ELSA.
- b. The amount for each instalment shall be indicated in the Subgrant decision.
- c. Based on the assessment of financial and narrative reports, the Organising Group acknowledges that the EYF or ELSA may decide to:
 - i. reduce balance, or
 - ii. demand reimbursement of any amount granted which was not used for the purpose stated in the application.

9. Eligible Costs

- a. Funding can only be used for Eligible Costs.
- b. To be considered eligible under this Agreement, costs must:
 - i. be necessary for the purpose of the subgrant;
 - ii. comply with the principles of sound financial management, in particular best value for money and cost-effectiveness;
 - iii. have actually been incurred by the Organising Group between the end of the ROLE Training Conference (organised by ELSA International) and the 21st June during the calendar year immediately after the year of signing;
 - iv. be identifiable and verifiable, in particular being recorded in the Organising Group's accounts;
 - v. comply with the requirements of applicable tax and social security legislation;
 - vi. be backed up by originals or certified copies of supporting documents;

- vii. have been indicated in the estimated overall budget of the Subgrant Application.

10. Promotion

- a. Unless the EYF or ELSA International request or agree otherwise, the Organising Group shall take all necessary measures to publicise the fact that the National Project is a part of ROLE, which, as a whole, has received funding from the EYF.
- b. The Organising Group is not permitted to use the EYF or the Council of Europe logo in a manner that creates the impression that they are a **direct** recipient of EYF funds.
- c. Where any doubt should arise regarding the obligation from Art 10.a. or 10.b., the Organising Committee shall seek the approval of ELSA before publishing.
- d. For creation of any and all visual materials, publications, documents and any other printed or online medium, and especially in regards to fulfilling the obligations from Art 10.a. and 10.b., the Organising Group shall strictly adhere to the Rule of Law Education brand as listed in the ELSA Brand Book, the ROLE Marketing Kit published for the relevant ELSA term, as well as other instructions and corrections issued by ELSA International.

11. Term of the Agreement

- a. This Agreement shall come into force when it is signed by both parties. It shall remain in force from the day of signing until the 31st of July of the calendar year two years after the year of signing. *(e.g. if the agreement is signed in 2025, it shall remain in force until 31st July 2027)*

12. Breach & Termination

- a. In case of a Breach, ELSA shall try to solve the issue by means of dialogue.
- b. ELSA may unilaterally terminate the Agreement:
 - i. should dialogue from Article 12.a. be unsuccessful, but only after delivering to the Organising Group three official notifications regarding its Breach and giving it an appropriate time to solve the aforementioned issues each time;
 - ii. for any reason falling under force majeure.
- c. The Organising Group may terminate this Agreement unilaterally:
 - i. for any reason not falling under force majeure, up to 3 months after this Agreement enters into force, without any liability;
 - ii. for any reason falling under force majeure.
- d. When the Agreement is terminated by either party or ex lege due to force majeure, ELSA shall not be liable for any loss or damages incurred by the Organising Group.

13. Force Majeure

- a. Neither ELSA nor the Organising Group shall be liable for any failure or delay in the performance, in whole or part, of any of the obligations arising from or attributable to acts, events, omissions or accidents beyond our reasonable control, including but not limited to act of nature; war; riot; civil commotion; malicious damage; compliance with any law or governmental order; rule, regulation or direction; accident; the breakdown of plant or machinery; fire; flood; storm; pandemics (for ongoing pandemics, when government measures are in place, including but not limited to the restriction of mass gatherings or international travel), epidemics or other communicable disease or infection outbreaks whether national or international, public health emergency; a failure in the public supply of electricity, heating, lighting, air conditioning or telecommunications equipment.
- b. In case of cancellation due to force majeure, the Organising Group shall return to ELSA the received subgrant funds, after deducting costs already incurred for the organisation of the National project, which could not be recovered from third parties. These costs shall still be subject to Reporting.
- c. For the purposes of this Agreement, Force Majeure circumstances shall be deemed to include a situation in which a substantial number of Organising Groups receiving subgrants are affected by Force Majeure.

14. Warranties

- a. Nothing in this Agreement shall operate to create a partnership or joint venture of any kind between ELSA and the Organising Group or to authorise the Organising Group to act as a representative of ELSA.
- b. The Organising Group shall not have the authority to act in the name or on behalf of or otherwise to bind ELSA in any way, including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power.

15. Processing of Data

- a. The personal data of the Participants shall be collected and processed in accordance with Regulation (EU) 2016/679 (General Data Protection Regulation), as well as secondary and other relevant legislation.
- b. The Organising Group shall enter into a Data Processing Agreement with ELSA and comply with it if such is necessary under the relevant legislation.
- c. The Organising Group will use the personal data provided by the Participants to provide the services.

- d. The personal data of the Participants will only be shared with other entities where the law or performance of this Agreement either requires or allows them to do so.

16. Separability

- a. The possible illegality or nullity of an article, paragraph, or provision, or part of an article, paragraph, or provision, shall not in any way affect the legality of other articles, paragraphs or provisions of this Agreement or the remainder of this article, paragraph or provision unless the intention to the contrary is evident in the text.

17. Amendments

- a. Any amendments to the present Agreement shall be effective only if made in written form and signed duly by both Parties.

18. Jurisdiction

- a. This Agreement shall be governed by and construed in accordance with the laws of Belgium.
- b. Any dispute, controversy or claim which may arise out of or in connection with this Agreement shall be finally resolved by the Courts of the French Judicial District of Brussels.

19. Grant interference prohibition

- a. Unless otherwise explicitly allowed by the IB in written form, the Organising Group shall not register in the EYF online granting system or apply the ROLE National Project for any EYF grant for the duration of this Agreement.

On behalf of the Organising Group

On behalf of ELSA

{{ Representative }}

{{ Position }}

ELSA {{ Country }}

Organising Group

Date of signing:

[Name Surname]

Vice President in charge of
Academic Activities

International Board of ELSA

Date of signing:

On behalf of the Organising Committee

{{ Coordinator }}

National ROLE Coordinator

Head of Organising Committee

ELSA {{ Country }}

Organising Group

Date of signing: