

TERMS & CONDITIONS

for ELSA Traineeship applicants

1. Definitions and interpretation

1.1 The following terms shall have the following meaning:

- (a) “**Agreement**” refers to these terms and conditions;
- (b) “**ELSA**” refers to the European Law Students’ Association represented by an executive board based in Brussels, Belgium;
- (c) “**ELSA National Group**” refers to the national branches constituting the ELSA network in accordance with the internal regulations of ELSA;
- (d) “**ELSA Local Group**” refers to the local branches constituting an ELSA National Group in accordance with the internal regulations of the respective ELSA National Group;
- (e) “**ELSA Traineeships**” refers to the Traineeships Programme, which is a flagship project of ELSA, allowing natural persons to apply for legal work placements offered at different organisations in different countries;
- (f) “**Traineeship Provider**” refers to an organisation which is external to ELSA and offers Traineeship(s) through ELSA;
- (g) “**Traineeship**” or “**ELSA Traineeships**” refers to the legal work placement(s) offered through ELSA;
- (h) “**TSF**” refers to the Traineeship Specification Form which is completed and submitted by Traineeship Providers to ELSA with the details of the offered ELSA Traineeship;
- (i) “**Applicant**” refers to a natural person who submits their application through ELSA for the ELSA Traineeship(s);
- (j) “**TAF**” refers to the Traineeship Application Form which is provided by ELSA and completed and submitted by the Applicant to ELSA;
- (k) “**Personal data**” refers to any information relating to an identifiable natural person, including but not limited to names, addresses, telephone numbers, email addresses, and any other information or combination of information that enables that person to be identified;
- (l) “**Non-personal data**” refers to any information which cannot be tracked back to an identifiable natural person and which is logged for statistical and internal system-related purposes;
- (m) “**Processing**” refers to all activities relating to the use of personal data by a legal person, including but not limited to the collection, storage, and disposal of personal data;
- (n) “**Data subject**” refers to any natural person whose personal data is being processed.

1.2 The headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

1.3 Where the context permits, the use of:

- (a) The singular form shall be construed to include the plural form;
- (b) The plural form shall be construed to include the singular form;
- (c) The use of any gender noun shall be construed to include all genders.

1.4 Any reference to a statute, enactment, order, regulation, code or similar instrument shall be construed as a reference to the subsequently amended or re-enacted instrument.

2. Preamble

2.1 This Agreement constitutes the entire agreement between ELSA and the Applicant (hereinafter “the Parties”) relating to the provision of a platform by ELSA for the Applicant to submit their application in response to the ELSA Traineeships published by ELSA.

2.2 This Agreement shall replace all previous negotiations, agreements, understandings and representations concluded between the Parties either in writing or otherwise.

2.3 Nothing in this Agreement shall limit or exclude liability for fraud.

3. Rights of the Parties

3.1 Rights of ELSA

ELSA may:

- (a) Cancel, postpone or otherwise amend the application period for and other dates relevant to the ELSA Traineeship(s) without first consulting the Applicant;
- (b) Amend the content and style of the TAF submitted by the Applicant without first consulting the Applicant;
- (c) Request for further information from the Applicant in order to verify the TAF submitted by the Applicant, including but not limited to certificates and recommendation letters;
- (d) Forward to the Traineeship Provider(s) consideration only the TAFs that meet the requirements of the Traineeship Provider as expressed in the TSF and the criteria of ELSA;
- (e) Not guarantee that the Applicant’s TAF will be verified or approved by ELSA, be considered by the Traineeship Provider, or lead to a Traineeship offer by the Traineeship Provider.

3.2 Rights of the Applicant

The Applicant may:

- (a) Accept an ELSA Traineeship offer within seven (7) days as elaborated in the offer communicated by ELSA via email to the Applicant;
- (b) Refuse a Traineeship offer by:
 - i. a written notice to ELSA, or
 - ii. not accepting the offer by the communicated deadline;
- (c) Withdraw its TAF before the application deadline by a written notice to ELSA.

4. Obligations of the Parties

4.1 Obligations of ELSA

ELSA shall:

- (a) Inform the Applicant about the selection outcome;
- (b) Provide the Applicant with further information as necessary.

4.2 Obligations of the Applicant

The Applicant shall:

- (a) Fill in and submit the TAF with accurate, truthful and updated information;
- (b) Provide ELSA promptly with further information upon request;
- (c) Release ELSA from any and all claims related to intellectual property rights over any and all material provided to ELSA through the TAF;
- (d) Not contact the Traineeship Provider(s) directly themselves at any point before the selection results are communicated by ELSA.

5. Privacy policy

5.1 General GDPR compliance

ELSA processes all personal information in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such information, and repealing Directive 95/46/EC, i.e. the General Data Protection Regulation (“GDPR”), and the governing principles of Article 5 of GDPR, namely:

- (a) Lawfulness, fairness, and transparency;
- (b) Purpose limitation;
- (c) Data minimisation;
- (d) Accuracy;
- (e) Storage limitation;
- (f) Confidentiality and integrity.

5.2 Data processing

The personal and non-personal data of the Applicant as submitted in the TAF and this Agreement is processed by ELSA.

5.2.1 Data collection by ELSA

ELSA shall collect the personal data provided by the Applicant by the means of the TAF. This data is collected by ELSA to enable ELSA to verify the information provided in the TAF and communicate with the Applicant.

5.2.2 Data storage

- a. ELSA shall store the personal and non-personal data of the Applicant for no longer than necessary, in accordance with the principle of storage limitation in Article 5 of GDPR.
- b. ELSA shall not use the non-personal data of the Applicant for statistical purposes.

5.2.3 Data sharing

ELSA may share the personal data of the Applicant with the National Groups and/or Local Groups, and the Traineeship Providers.

5.3 Rights of the Data Subject

At any moment, the Applicant may exercise its right to:

- (a) Data information;
- (b) Access their personal information;
- (c) Rectify their personal information;
- (d) Erase their personal information;
- (e) Restrict the processing of their personal information;

- (f) Data portability;
- (g) Revoke their consent to data processing by ELSA;
- (h) Request for the modification of their personal information or the restriction of the data processing by ELSA.

In order to exercise the above-mentioned rights, the Applicant shall contact the Vice President in charge of Professional Development at professionaldevelopment@elsa.org.

6. Governing law and jurisdiction

6.1 This Agreement shall be governed by and construed in accordance with the laws of Belgium.

6.2 Any dispute arising out of or in connection with the present Terms and Conditions, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of the district of Brussels.

7. Entry into force

This Agreement shall come into force on the date the Applicant submits the TAF to ELSA.