

Helga Pedersen
Moot Court Competition



Helga Pedersen Moot Court Competition
Regional Round Hosting Agreement

between

The European Law Students' Association

and

ELSA  xx

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To improve the clarity and ease of understanding of the Hosting Agreement, tables such as the following have been added to the document.

Exemplary table:

<i>Obligation</i>	<i>Description of the obligation</i>	<i>Time frame</i>
Compliance with internal documents and Regulations of ELSA	Comply with the Code of Conduct, set out in Annex 2 of this Agreement;	During the term of this Hosting Agreement
Fundraising	Fundraise for the Regional Round to have a secure financial basis;	Before the Regional Round
Reception of the Teams	Provide reception upon arrival of the Teams every day during the Regional Round;	During the Regional Round
Reporting	If requested, submit a report to ELSA after the Regional Round.	After the Regional Round

1. Parties

This agreement (“**Hosting Agreement**”) is concluded 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, legally represented by [Full Name of the Legal Representative of ELSA] in the capacity of the [Position of the Legal Representative of ELSA],

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

and

The organising group, ELSA xx, an association registered in xx (registration number: xx) with its registered office in xx, legally represented by xx in the capacity of the xx as the Legal Representative of ELSA xx,

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

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

2. Definitions

For the purposes of this Hosting Agreement, the following terms when capitalised shall have the meaning below:

- 2.1. “**Coach**” refers to an individual registered by the Team to assist its members in general discussions concerning the case, linguistic matters and presentational skills;
- 2.2. “**HPMCC**”, “**Competition**” refers to the Helga Pedersen Moot Court Competition, organised by ELSA and whose Regional Round’s execution is being regulated under this Hosting Agreement;
- 2.3. “**Judge**” refers to the human rights expert appointed by the Organising Group upon consultation with ELSA to assess the quality of the Oral Pleadings, as clarified in the Rules of the Competition;
- 2.4. “**Organising Committee**”, “**OC**” refers to the team designated by the ELSA Group that is responsible for organising the Regional Round. Each Organising Committee is affiliated with one ELSA Group;
- 2.5. “**Participant**” refers to a law student, that is eligible to participate in the Competition under the Rules of the Competition and together with their Team has successfully registered for the Competition;

- 2.6. “**Quality Standards**” refer to the criteria established in Annex 1 to this Hosting Agreement. These criteria are used to measure and assess the overall quality, and execution of the Regional Round as well as to ensure that the desired quality is achieved and maintained;
- 2.7. “**Rules of the Competition**” refers to the rules published by ELSA on the official Helga Pedersen Moot Court Competition website (<https://helgapedersenmoot.elsa.org/>);
- 2.8. “**Team**” refers to a group of Participants that has successfully registered for the Competition.

3. General

- 3.1. The Regional Round shall be hosted from dd/mm/yyyy to dd/mm/yyyy.
- 3.2. The venue of the Regional Round shall be identification and address of venue.
- 3.3. No exclusivity may be proposed to any sponsor of the Regional Round.
- 3.4. The tables included in the Hosting Agreement and their contents are binding upon the Organising Group and form an integral part of this Hosting Agreement.
- 3.5. The Annexes to the Hosting Agreement form an integral part of this Hosting Agreement.
- 3.6. The titles of the paragraphs do not impose legally binding obligations on either party. They are included in the Hosting Agreement to enhance clarity and facilitate a better understanding of its content.
- 3.7. The Organising Group shall comply with the Hosting Agreement and accept any interpretation given by ELSA in accordance with the Rules of the Competition.

4. Responsibilities of the Organising Group

- 4.1. The Organising Group shall submit for approval from ELSA a provisional budget for the Regional Round within one month of the signing of this Hosting Agreement, through a template provided by ELSA. The budget shall include, but is not limited to:

<i>Element of the budget</i>	<i>Description</i>
Operational expenses	4.1.1. Operational expenses strictly limited to the expenses related to the Regional Round (for example, for the duration of the event only, internet access, stationery, local transportation expenses);

Anticipated costs	4.1.2. Anticipated costs of the academic and social programmes; expenses for Judges accommodation, airfares and transport; and anticipated income from sponsors;
Plan for the financing of the Regional Round	4.1.3. Plan for the financing of the Regional Round shall outline the expected revenue from various sources including Organising Group's funds or a fundraising strategy.

4.2. In the organisation and management of the Regional Round, the Organising Group shall act with the utmost good faith and shall comply with the following obligations:

<i>Obligation</i>	<i>Description of the obligation</i>	<i>Time frame</i>
Opening the Regional Round to the assigned Teams	4.2.1. Open the Regional Round to all the participating Teams assigned to the Regional Round by ELSA. The Organising Group shall register each Participant and request the necessary information for the organisation;	
Communication with ELSA	4.2.2. Inform ELSA about the structure of the Organising Committee, members of the Organising Committee and their responsibilities;	
	4.2.3. Appoint one person responsible for communication and reporting to ELSA before, during and after the Regional Round and send regular (at least once per month) reports including organisational developments, as well as the financial and logistical status of the Regional Round to ELSA;	
Compliance with relevant documents	4.2.4. Comply with the applicable External Relations Procedure as included in the International Council Meeting Decision Book of ELSA (the relevant documents can be found under the following link: https://files.elsa.org/Regulations/2324/DB_Thessaloniki_II_2024_64th_Edition.docx.pdf);	
	4.2.5. Comply with the Quality Standards set out in Annex 1 of this Hosting Agreement. When in doubt as per the clarity of the obligations, the Organising Group shall consult the Rules of the Competition or direct the question to ELSA;	

	4.2.6. Comply with the Code of Conduct, set out in Annex 2 of this Hosting Agreement;
Responding to requests	4.2.7. Respond to requests from ELSA within one week of receiving the request;
	4.2.8. Respond to requests from the Participants in due time including, but not limited to answering questions regarding the Regional Round, and providing receipts.
Fundraising	4.2.9. Fundraise for the Regional Round to have a secure financial basis;
Charging fees	4.2.10. Charge a maximum fee of 100 EUR per Participant and 120 EUR per Coach registered for the Regional Round. No extra fees may be charged and these fees do not apply to external quests;
Accepting the Judges	4.2.11. Accept any Judges appointed by ELSA. The list of Judges to be accepted shall be provided by ELSA no later than one week prior to the first day of the Regional Round;
Obligations towards the representatives of ELSA	4.2.12. Provide return flight to the venue of the Regional Round, accommodation, meals, paid participation fee and transport throughout the event for two representatives of ELSA;
Evaluation	4.2.13. If requested, within two months after the Regional Rounds, submit a report to ELSA. The report shall include finances of the Regional Round and the description of its course;
	4.2.14. Provide ELSA with a testimonial - a document describing the experiences and the programme of the Regional Round as well as pictures of the Organising Committee to be included in the Final Report of the ongoing edition of the Competition;
	4.2.15. Fill in the evaluation form regarding the support by and the work with ELSA and the ELSA International Team.

4.3. During the preparation and management of the Regional Round, the Organising Group may:

<i>Prerogative</i>	<i>Description of the prerogative</i>
Providing awards	4.3.1. Provide prizes for the Best Orator, the Best Team, the Best Written Submissions and the most ELSA Spirited Team upon consultation with ELSA;
Organisation of the sponsor's fair	4.3.2. Arrange a sponsor's fair or conference upon consultation with ELSA, by the end of the calendar year.

5. Responsibilities of ELSA

5.1. During the term of this Hosting Agreement, ELSA shall:

<i>Obligation</i>	<i>Description of the obligation</i>	<i>Time frame</i>
Support and advise the Organising Group	5.1.1. Support the Organising Group in marketing, fundraising, and securing Judges if requested by the Organising Group as well as advice to the Organising Group on budgeting, organisation and marketing;	
Providing the details regarding Teams	5.1.2. Provide details of the Teams assigned to the Regional Round no later than two weeks after the registration deadline of the HPMCC;	
Informing the Organising Group	5.1.3. Inform the Organising Group, without undue delay, about external guests and Judges ELSA will provide, as well as any specific arrangements required for these guests;	
Responding to requests	5.1.4. Respond to requests from the Organising Group within one week of receiving the request;	
Visibility	5.1.5. Give visibility to the Regional Round on the social media pages of ELSA and the website of the HPMCC.	

5.2. ELSA has the right to:

<i>Prerogative</i>	<i>Description of the prerogative</i>
Featuring partners of ELSA	5.2.1. Feature the partners of ELSA during the Regional Round, namely through presentations in the Opening and Closing Ceremonies, by requesting to include the externals' logos on all promotional materials of the Regional Round and by providing Judges. The Organising Group will accommodate these participations accordingly;
Inviting the partners of ELSA	5.2.2. Invite the partners of ELSA to participate, if the Organising Group organises a sponsor's fair or conference.

6. Financial Implications

6.1. The Organising Group shall host the Regional Round on its own account. Any profit or loss arising from the organisation of the Regional Round shall be kept by or covered by the Organising Group.

7. Public Relations and Marketing

7.1. The Organising Group may not conduct separate marketing of the respective Regional Round. This includes but is not limited to, creating a social media page or website for the Regional Round.

7.2. For promotion and information purposes, the Organising Group may create and use individual promotional materials and any other branded materials including but not limited to booklets, and badges concerning Teams, Judges and/or external guests only upon prior approval of ELSA. Such individual materials should comply with the corporate identity of ELSA and the branding guidelines for the HPMCC.

7.3. The marketing materials of the Regional Round shall feature the ELSA logo as well as those of externals ELSA indicates.

8. Change of the format of the Regional Round

8.1. ELSA reserves the right to decide on the transformation of the Regional Round from physical to virtual format based on Force Majeure as defined in Article 11, and if such

transformation is deemed as possible, no later than two months prior to the scheduled first day of the Regional Round.

8.2. If ELSA decides to change the format of the Regional Round, the Parties undertake to:

8.2.1. Review the agenda of the Regional Round and their obligations under this Hosting Agreement with the aim of adapting them to the virtual format of the Regional Round, and

8.2.2. Cooperate and put their best efforts in order to implement the Regional Round in the virtual format under the Rules of the Competition.

9. Term of the Hosting Agreement

This Hosting Agreement shall come into force as from the date of its signature by both Parties and shall remain in force until the release of the Final Report of the 13th Edition of the HPMCC.

10. Termination

10.1. The Organising Group may terminate this Hosting Agreement without any liability up to four months prior to the scheduled first day of the Regional Round.

10.2. If the Organising Group terminates this Hosting Agreement later than the date specified in Article 10.1, the Organising Group shall be liable for any additional costs incurred in finding a replacement Organising Group.

10.3. ELSA shall have the right to unilaterally terminate this Hosting Agreement in the event of a breach of the provisions of this Hosting Agreement by the Organising Group. In case of such termination, ELSA shall not be liable for any loss or damage incurred by the host.

11. Force Majeure

11.1. The Organising Group shall not 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.

- 11.2. The Organising Group reserves the right to reimburse the Participation Fee after deducting costs already incurred for the organisation of the Regional Round and which could not be recovered from third parties.

12. Warranties

- 12.1. Nothing in this Hosting 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.
- 12.2. The Organising Group shall not have 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.

13. Processing of Data

- 13.1. The Parties comply with the obligations imposed on them by applicable data protection laws, including but not limited to the EU General Data Protection Regulation (GDPR), concerning any personal data processed under this Agreement.
- 13.2. The processing of personal data within the scope of this Agreement is governed by a Joint-Controllership Agreement signed by the Parties.

14. Severability

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 Hosting Agreement, or the remainder of this article, paragraph or provision unless the intention to the contrary is evident in the text.

15. Amendments

Any amendments to this Hosting Agreement shall be effective only if made in written form and signed duly by both Parties.

16. Jurisdiction

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

16.2. Any dispute, controversy or claim which may arise out of or in connection with this Hosting Agreement shall be finally resolved exclusively by the competence of the courts of the French Judicial District of Brussels.

On behalf of the Organising Group

On behalf of ELSA

Name

Name

Position

Position

Date of signing:

Date of signing:

List of Annexes to the Helga Pedersen Moot Court Competition Regional Round Hosting Agreement:

Annex 1. Quality Standards of the Helga Pedersen Moot Court Competition Regional Rounds

Annex 2. Code of Conduct of ELSA