

**THE
JOHN H. JACKSON
MOOT COURT COMPETITION**

John H. Jackson Moot Court Competition
Regional Round Hosting Agreement

between

European Law Students' Association

and

[name of the organising ELSA Group]

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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, [name of the ELSA Group], an association registered in [name of the country where relevant ELSA Group was registered] (registration number: [registration number]) with its registered office in [street name and number], [postal code, name of the city], [name of the country], legally represented by [Full Name of the Legal Representative of the Organising Group] in the capacity of the [Position of the Legal Representative of the Organising Group] as the Legal Representative of [Organising ELSA Group],

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. “**JHJMCC**”, “**Competition**” refers to the John H. Jackson Moot Court Competition, organised by ELSA and whose Regional Round’s execution is being regulated under this Hosting Agreement;
- 2.3. “**Panellist**” refers to the trade law 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 the Annex 1 to the 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 the ELSA on the official John H. Jackson Moot Court Competition website (<https://johnhjackson.elsa.org/>);
- 2.8. “**Team**” refers to a group of Participants that have successfully registered for the Competition.

3. General

- 3.1. The Regional Round shall be hosted from **XX/XX/2024** to **XX/XX/2024**.
- 3.2. The venue of the Regional Round shall be **[the name of the main 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 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 social programme, expenses for Panellists 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 the 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_Malta_II_2023_61st_Edition.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 a due time including, but not limited to answering questions regarding the Regional Round, 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 160 EUR per Participant and 180 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 Panellists	4.2.11. Accept any Panellists appointed by ELSA and its Sponsors;
Obligations towards ELSA Representatives	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;

Reporting	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.
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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 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 Panellists if requested by the Organising Group as well as advise 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 JHJMCC;	
Informing the Organising Group	5.1.3. Inform the Organising Group, without undue delay, about external guests and Panellists 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 from receiving the request;
Visibility	5.1.5. Give visibility to the Regional Round on the social media pages of the JHJMCC and the website of the JHJMCC.

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 and by providing Panellists. 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.
- 6.2. 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, badges in relation to Teams, Panellists 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 JHJMCC.

- 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 23rd Edition of the JHJMCC.

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 Organising Group.

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 personal data of the Participants shall be collected and processed in accordance with the Regulation (EU) 2016/679 (General Data Protection Regulation), as well as secondary and other relevant legislation.
- 13.2. The Organising Group will enter into a Data Processing Agreement with ELSA and comply with it.
- 13.3. The Organising Group will use the personal data provided by the Participants to provide the services and process the payment for such services.
- 13.4. The personal data of the Participants will only be shared with other entities where the law or performance of this Hosting Agreement either requires or allows to do so.

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 the 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 of the Legal Representative of the
Organising Group]

Maciej Łodziński

[ELSA position]

Vice President in charge of Competitions the
International Board of ELSA 2023/2024

Date of signing:

Date of signing:

List of Annexes to the John H. Jackson Moot Court Competition Regional Round Hosting Agreement:

Annex 1. Quality Standards of the John H. Jackson Moot Court Competition Regional Rounds

Annex 2. Code of Conduct of ELSA

Annex 1. Quality Standards of the John H. Jackson Moot Court Competition Regional Rounds

1. General Quality Standards

General Quality Standards of the John H. Jackson Moot Court Competition Regional Rounds shall be the following:

<i>Quality Standard</i>	<i>Description of the Quality Standard</i>	<i>Time frame</i>
1.1. Duration of the Regional Round	1.1.1 The Regional Round shall last for five days, including the day of arrival and excluding the day of departure. It shall be divided in the following way: <ol style="list-style-type: none"> a. The first day shall feature the opening ceremony; b. The second day shall feature the preliminary rounds and the social programme; c. The third day shall feature the preliminary rounds and the social programme; d. The fourth day shall feature the semi-finals and the social/cultural programme; e. The fifth day shall feature the final and the closing ceremony. 	
	1.1.2. The Organising Group may deviate from the aforementioned schedule after approval from ELSA.	
1.2. Providing Participants with information	1.2.1. The Organising Group shall provide the Participants registered for the Regional Rounds with all the necessary information with regards to the whole programme of the Regional Round at least three weeks prior to the first day of the Regional Round, including a detailed agenda of the event, description of the city, where Regional Round is happening, description of the venues, where the Regional Round will be happening, transportation and other information about logistics;	
	1.2.2. The Organising Group shall provide the letters of invitation and other necessary documents for Participants within seven days after they have confirmed their attendance. The documents shall be signed by the Legal Representative of the Organising Group;	

1.3. Reception	1.3.1. The Organising Group shall provide reception upon arrival of the Team every day during the Regional Round;
1.4. Participants' badges	1.4.1. The Organising Group shall provide the Participants of the Regional Round with a participants' badge including at least the name of the Participant, the address of the main venue where the Regional Round will be happening, the phone number of the head of the Organising Committee and the phone number of the emergency services in the country where the Regional Round takes place;
1.5. Panellists' badges	1.5.1. The Organising Group shall provide the Panellists of the Regional Round with a Panellists badge including at least the name of the Panellist, the address of the main venue where the Regional Round will be happening, the phone number of the head of the Organising Committee and the phone number of the emergency services in the country where the Regional Round takes place;
1.6. ELSA representatives' badges	1.6.1. The Organising Group shall provide the representatives of ELSA with a respective badge including at least the name of the representative, their relevant ELSA position, the address of the main venue where the Regional Round will be happening, the phone number of the head of the Organising Committee and the phone number of the emergency services in the country where the Regional Round takes place;
1.7. Organising Committee members' badges	1.7.1. Members of the Organising Committee shall have a badge including at least their name, their position within the Organising Committee, the address of the main venue where the Regional Round will be happening, the phone number of the head of the Organising Committee and the phone number of the emergency services in the country where the Regional Round takes place.
1.8. Presence of the member of the Organising Committee and emergencies	1.8.1. The Organising Group shall create an emergency channel of communication for members of the Organising Committee and representatives of ELSA to be available for the entire duration of the Regional Round. The channel should be used to communicate matters of emergencies regarding health of the Participants and other emergencies relating to the organisation of the Regional Round;

1.8.2. The Organising Group shall take immediate action and provide the necessary assistance in issues involving medical attention for Participants.



2. Oral Pleadings

Quality Standards of the John H. Jackson Moot Court Competition Regional Rounds relating to the oral pleadings shall be the following:

<i>Quality Standard</i>	<i>Description of the Quality Standard</i>	<i>Time frame</i>
Printing of the materials		
1.1. Printing materials	1.1.1. One set of the Rules of the Competition must be printed per Panellist per oral pleading round;	
	1.1.2. Two scoring sheets must be printed per Panellist per oral pleading round;	
	1.1.3. One set scoring guidelines must be printed per Panellist oral pleading round;	
	1.1.4. One bench memorandum must be printed per Panellist per oral pleading round;	
	1.1.5. Once Case must be printed per per Panellist per oral pleading round;	
	1.1.6. Two team appearance sheets must be printed per Team per oral pleading round;	
	1.1.7. Two timekeeper sheets must be printed per timekeeper per oral pleading round;	
	1.1.8. One name card including team number must be printed per Team;	
	1.1.9. At least one name card including the name of the Panellist must be printed per Panellist;	
	1.1.10. Any other materials reasonably requested by ELSA must be printed.	
Rooms and Ceremony Venues		
1.2. Ceremony venues	1.2.1. The ceremony venue must seat all Participants, Coaches, members of the Organising Committee and the representatives of ELSA;	
	1.2.2. If sharing the venue with other people, the seating must be remote from other guests in the venue;	

	1.2.3. At least two members of the Organising Committee must be available at the ceremony venues.
1.3. Pleading rooms	1.3.1. The pleading room must seat three Panellists;
	1.3.2. The pleading room must seat two Teams of four people;
	1.3.3. The pleading room must seat two timekeepers in a way that these are visible for Panellists and Teams.
	1.3.4. The pleading room must be equipped with paper and pens for Panellists and timekeepers;
	1.3.5. The pleading room must be equipped with cups or glasses for each day of the pleadings;
	1.3.6. The pleading room must be equipped with water for teams, Panellists and timekeepers.
	1.3.7. The pleading room must be equipped with free wireless Internet access;
	1.3.8. At least five members of the Organising Committee must be available at the venue, where the oral pleadings take place.
1.4. Organising Committee room requirements	1.4.1 The OC room shall feature a printer;
	1.4.2. The OC room shall feature sufficient amount printing paper (for at least 500 prints);
	1.4.3. The OC room shall feature free wireless internet access;
	1.4.4. The OC room shall feature a conference table seating at least 10 people;
	1.4.5. The OC room should be accessible one day before the Regional Round for the representatives of ELSA to use during preparations.
1.5. Participants' room requirements	1.5.2. The Participants' room shall feature chairs and tables for at least 30 people;
	1.5.1. The Participants' room shall feature water.
1.6. Panellists' room requirements	1.6.1. The Panellists' room shall feature chairs and tables for at least 15 people;
	1.6.2. The Panellists' room shall feature water.

Composition of the benches for the oral pleadings	
1.7. Appointment of the Panellists	<p>1.7.1. The Organising Group shall the following number of Panellists per bench per oral pleading in accordance with the Rules of the Competition:</p> <ul style="list-style-type: none"> a. Preliminary Rounds: three (3) Panellists b. Quarter-Finals: three (3) Panellists c. Semi-Finals: three (3) or five (5) Panellists d. Grand Final: five (5) or seven (7) Panellists;
	1.7.2. No Panellist may be appointed without prior consultation with ELSA.
Spectators	
1.8. Spectators	1.8.1. The Organising Group may not allow spectators to the pleadings without prior consultation with ELSA.

Oral Pleadings Quality Standards shall be ensured at the latest before the arrival of the representatives of ELSA.

3. Meals, Coffee Breaks

Quality Standards of the John H. Jackson Moot Court Competition Regional Rounds relating to the meals and coffee breaks shall be the following:

<i>Quality Standard</i>	<i>Description of the Quality Standard</i>	<i>Time frame</i>
3.1. Providing meals and coffee breaks	3.1.1. Lunches and coffee breaks shall be provided on all days of the Regional Round;	
	3.1.2. Alternative meals shall be provided with respect to dietary restrictions, allergies and preferences of the Participants;	
	3.1.3. Each meal shall be accompanied by beverages including but not limited to water;	
	3.1.4. The Organising Group shall provide the meals to the Participants, Panellists, representatives of ELSA and members of the Organising Committee.	

4. Social Programme

Quality Standards of the John H. Jackson Moot Court Competition Regional Rounds relating to the social programme shall be the following:

<i>Quality Standard</i>	<i>Description of the Quality Standard</i>	<i>Time frame</i>
Social Programme		
4.2. Social Programme	4.2.1. The social or cultural programme shall be diverse, be provided for at least one day of the Regional Round, and aim at giving the Participants the opportunity to get to know each other as well as the culture of the country;	
	4.2.2. At least one member of the Organising Committee per 15 Participants shall be present at the official social programmes of the Regional Round, providing all necessary assistance to the Participants.	

Annex 2. Code of Conduct of ELSA

Code of Conduct of ELSA

1. Aim

To ensure that ELSA continuously works towards 'A just world in which there is respect for human dignity and cultural diversity, this Code of Conduct aim to:

- a. Ensure that ELSA offers a safe space for everyone involved in the Association to experience personal and professional growth;
- b. Emphasise the importance of respectful behaviour at all times;
- c. Establish a common understanding of unacceptable behaviour regardless of the cultural or educational background of individuals;
- d. Establish a procedure for approaching unacceptable behaviour displayed.

2. Applicability

This Code of Conduct applies to all events coordinated or organised by the International Board of ELSA and is binding on all individuals involved in the organisation or participating.

3. Obligations and Responsibilities

3.1 The International Board of ELSA shall:

- a. Raise awareness in the Network;
- b. Ensure appropriate training;
- c. Receive and evaluate complaints; and
- d. Take the appropriate measures.

3.2 Organising Committees shall:

- a. Appoint a Welfare Officer as part of the OC;
- b. Present the Welfare Officer and this Code of Conduct at the beginning of the event;
- c. Ensure access to reporting unacceptable behaviour;
- d. Take the appropriate measures during the event to safeguard individuals.

3.3 All attendees shall:

- a. Be aware of unacceptable behaviours;
- b. Behave and act respectfully in all circumstances;
- c. Refrain from consuming illegal drugs;
- d. Notify the Welfare Officer or a member of the International Board of ELSA after observing questionable behaviour.

4. Definitions

4.1 Bullying is unwanted, recurring aggressiveness or behaviour aimed to, or resulting in, victimising, humiliating, undermining or threatening an individual or group of individuals; that causes psychological and/or physical harm. Bullying often involves a misuse or abuse of power/authority (whether real or perceived), where the target(s) can experience difficulties in defending themselves. Different types of bullying:

- a. Physical – using physical force or aggression against another person (e.g. shoving, hitting, harsh finger-pointing, invasion of personal space);
- b. Verbal – using words to verbally attack someone (e.g. name-calling, teasing, insulting or offensive remarks, shouting, yelling, angry outbursts);
- c. Social/relational – trying to hurt someone through excluding them, spreading rumours or ignoring them (e.g. gossiping, playing harsh jokes);
- d. Cyberbullying – using electronic media to threaten, embarrass, intimidate, or exclude someone, or to damage their reputation (e.g. sending threatening text messages, publishing demeaning posts/photos of/about an individual);
- e. Work-related – isolating and undermining one’s position/authority or purposefully making one’s performance of work difficult or unbearable e.g. going around coworkers to avoid communicating with an individual; ignoring them when they walk by; purposefully giving unmanageable workloads and impossible deadlines; arbitrarily changing tasks; using evaluations to document alleged decreased/lower performance, contrary to facts, using threats, intimidation and pressure to influence the way an individual performs their job.

4.2 Harassment is a form of discrimination that includes unwanted conduct which has as purpose or effect violating a person’s dignity, victimising, humiliating, undermining, threatening or creating a hostile, degrading, or offensive environment for a person, based on their:

- a. Age;
- b. Race (e.g. skin colour, facial features);
- c. Ethnicity (e.g. culture, language, history);
- d. Religion (religious beliefs);
- e. Gender;
- f. Sexual orientation;
- g. Family status (e.g. from a single-parent family, adopted, non-biological gay or lesbian parents);
- h. Marital status;
- i. Physical or mental disability (e.g. mental illness, learning disability, use a wheelchair);
- j. Or any other distinguishable attribute.

The conduct can be through acts of verbal, nonverbal or physical aggression, intimidation or hostility, and is not restricted to any medium. It may consist of a single or repeated inappropriate behaviour. Examples of harassment are (not exhaustive):

- a. Verbal harassment – jokes, comments, ridicule or songs;
- b. Written harassment – including text messages, emails, notices or comments;
- c. Activity on social media;
- d. Physical harassment – jostling, shoving or any form of assault;
- e. Intimidatory harassment – gestures, posturing or threatening poses;
- f. Visual displays such as posters, emblems or badges;
- g. Isolation or exclusion from social activities;
- h. Sexual harassment.

Sexual harassment may include, but is not limited to:

- a. Unwelcome sexual advances;
- b. Requests for sexual favours;
- c. Unwelcome efforts or pressure to develop a romantic or sexual relationship whether with oneself or third parties;
- d. Unwelcome commentary about an individual's body or sexual activities;
- e. Threatening to engage in the commission of an unwelcome sexual act with another person;
- f. Any form of invasion of personal privacy;
- g. Unwelcome physical closeness or touching;
- h. Unwelcome jokes or teasing of a sexual nature or based upon gender, perceived gender, or sex stereotypes;
- i. Other verbal or physical harassment of a sexual nature.

4.3 Abuse is defined as any action that intentionally harms or injures another person. It includes physical aggression, inappropriate use of substances (e.g. that alter consciousness), sexual violence. Sexual violence means any behaviour or act of a sexual nature or perceived to be of a sexual nature, which is unwanted and takes place without consent or understanding of all persons involved. Sexual violence includes, but is not limited to:

- a. Rape;
- b. Sexual assault;
- c. Sexual activity without consent.

ELSA operates under a clear consent culture - everything that is not a yes is a no. Hence, no individual should initiate or engage in any romantic, intimate or sexual activity with another individual who:

- a. Is under the legal age of consent and/or;
- b. Has not explicitly consented to engage in the activity, and/or;
- c. Does not have the capacity to give consent (e.g.: intoxication by drugs or alcohol, any physical or mental condition that might cause confusion, mental health conditions) and/or;

- d. Does not have the freedom to consent (e.g. is coerced, pressured, forced, blackmailed or constrained when giving apparent consent).

5. Reporting

Any unacceptable behaviour shall be reported to either the Welfare Officer of ELSA, the Welfare Officer of the OC of the event, or any other trusted person with an official position within ELSA.

6. Dealing with Complaints

Once a report or complaint has been received, there are several steps that must be followed by the relevant person:

- a. Ensure that the victim is safe and analyse the report/complaint. Your first consideration when receiving a report or complaint should be the safety of the victim of the unacceptable behaviour. Try and create a comfortable environment where you can hear the report or complaint in private. Make sure that you are not pressuring the person and that you are in a position where you can express empathy yet analyse the report.
- b. Gather all necessary information (interviews). Interviews will allow you to gather all the necessary information from the victim and other parties involved in the incident. During the interview:
 - i. Make sure to not pressure the victim and keep the atmosphere comfortable. Allow them to describe the incident at their own pace and take breaks when necessary;
 - ii. Do not let personal feelings or opinions cloud your perception of the situation. If you feel that you are too close to the topic or emotionally involved, redirect the victim to another person that they feel safe talking to;
 - iii. Conduct interviews in a private setting where only the interviewer and the interviewee is present;
 - iv. Try and conduct any interviews face to face, whenever possible. The structure of the interview could look as follows:
 - 1. Let the person present the facts from their point of view;
 - 2. Prepare questions – don't openly doubt the credibility of the story rather clarify any uncertainties;
 - 3. Document the interview by taking notes;
 - 4. Explain future steps and what is going to happen next;
 - 5. Contact eyewitnesses and the party accused of the unacceptable behaviour to schedule interviews with them.
- c. Analyse all facts. Once you have all the facts and heard the viewpoints of all the parties involved, analyse the situation and reach a decision on how to deal with the incident.
- d. Take relevant measures.

7. Potential Measures and Sanctions

Violation of this Policy will result in appropriate disciplinary action at the discretion of the (a) Welfare Officer, Head of the OC and a representative of the International Board of ELSA, in case of reports during an event; (b) the International Board of ELSA. Measures should be applied with an educational purpose, rather than retributive. Such disciplinary actions include, but are not limited to:

- a. Reprimands;
- b. Expulsion from the event at the participant's own expense (access to any of the programme elements or venue is forbidden from there onwards);
- c. Disqualification from international events organised or coordinated by the IB;
- d. Legal action in case of unlawful behaviour;
- e. Expulsion from the international level, either temporary or permanent.