

**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 Entity]

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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 Aliena Trefny in the capacity of the Vice President in charge of Competitions,

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

and

The organising group, [name of the Organiser], an association registered in [name of the country where Organiser 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 Organiser] in the capacity of the [Position of the Legal Representative of the Organiser] as the Legal Representative of [Organiser],

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 | |

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|--|---|
| | 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 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 guests; |
| 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; |

| | |
|------------|---|
| 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 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; | |

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|---------------------------------------|--|
| 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 of 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, by requesting to include externals' logos on all promotional materials of the Regional Round 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, and badges concerning 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 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 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]

Aliena Trefny

[ELSA position]

Vice President in charge of Competitions the
International Board of ELSA 2024/2025

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; | |

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| 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; | |

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| | 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. Lunch 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

As an association, we strive to work towards ‘A just world in which there is respect for human dignity and cultural diversity’. We are committed to creating a safe, respectful and inclusive environment for all and believe everyone has the right to be treated with respect.

This Code of Conduct of ELSA shall serve as an embodiment of ELSA’s values, as a guide to ELSA members and any other individual taking part in ELSA events, and as a tool to prevent and remedy unacceptable behaviour.

1. Aim

1.1 This Code of Conduct aims 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 and set a foundation of shared values;
- c. establish a common understanding of unacceptable behaviour regardless of the cultural or educational background of individuals;
- d. establish procedures to report, deal with and remedy unacceptable behaviour.

2. Applicability

2.1 This Code of Conduct applies to all events organised or coordinated by the International Board of ELSA. Within this scope, it is binding on all individuals involved in the organisation or participating in such events, regardless of their status as Local, National or International Officers.

2.2 It is the responsibility of the respective organiser of an event to ensure that all participants are aware of the Code of Conduct and its contents.

2.3. This Code of Conduct also applies at all times to the members of the International Board of ELSA and the ELSA International Team.

2.4 National Groups are encouraged to use the Model Code of Conduct provided by ELSA International within their own National Group or create their own National Code of Conduct.

3. Obligations and Responsibilities

3.1 The International Board of ELSA shall:

- a. raise awareness of the content of the Code of Conduct in the Network;
- b. ensure appropriate training to all members responsible for applying the Code;
- c. ensure the independence of all Welfare Officers; and

- d. enforce measures as decided by the Director for Welfare and/or the Ethical Committee of ELSA.

3.2 The Director for Welfare shall:

- a. enforce the Code of Conduct;
- b. revise the Code of Conduct of ELSA in collaboration with the Secretary General of the International Board and the Welfare Team;
- c. educate and be a contact person for national and international Officers on matters related to Officer welfare and the Code of Conduct;
- d. support Welfare Officers of Event Organising Committees and create materials for them.

3.3 The Assistant(s) for Welfare shall:

- a. support the Director for Welfare in their duties and responsibilities;
- b. coordinate with the Welfare Team and the Secretary General of the International Board of ELSA to educate the ELSA Network on the topic of welfare.

3.4 The Ethical Committee of ELSA shall:

- a. upon request of the Director for Welfare, advise and deliberate on ethical questions related to this Code of Conduct when a reported conduct requires it;
- b. decide upon breaches of the Code of Conduct;
- c. upon request of the Director for Welfare, assist in developing and furthering welfare in the Network.

3.5 Organising Committees of ELSA events shall:

- a. in particular where neither the Director for Welfare nor the Assistant(s) for Welfare will be present at the event, appoint a member of the Organising Committee as a Welfare Officer who is in contact with the Director for Welfare and in charge of contacting relevant national authorities and national services;
- b. introduce the relevant Welfare Officers who shall present this Code of Conduct at the beginning of each event;
- c. inform participants on how to report unacceptable behaviour;
- d. take appropriate measures during the event to prevent breaches of the Code of Conduct and to safeguard individuals.

3.6 All attendees shall:

- a. be aware of what constitutes behaviour prohibited by the Code of Conduct;
- b. behave and act in accordance with this Code of Conduct and the applicable law under all circumstances.

4. Prohibited Behaviour

4.1 Behaviours Not Explicitly Mentioned

4.1.1 Other behaviours not explicitly mentioned in the Code of Conduct may also constitute a breach of the Code of Conduct if sanctioning them is in line with the scope and purpose of this

Code of Conduct. Behaviour prohibited by the national penal code of the country where an event occurs may constitute a breach of this Code of Conduct. Physical or psychological actions aimed or having as its effect the violation of rights and freedoms of other persons are prohibited by this Code of Conduct, in particular:

- a. bullying;
- b. harassment;
- c. sexual harassment;
- d. violence.

4.2 Bullying

4.2.1 Bullying is repeated and unwanted behaviour aimed at, or resulting in, victimising, humiliating, undermining or threatening an individual or group of individuals and/or causing psychological/physical harm. Bullying often involves a misuse or abuse of power/authority (real or perceived), where the target(s) can experience difficulties defending themselves.

4.2.2 Examples of bullying include, but are not limited to:

- a. physical bullying: using physical force or aggression against another person (e.g., shoving, hitting, invasion of personal space);
- b. verbal bullying: using words to attack someone (e.g., name-calling, teasing, insulting/offensive remarks);
- c. social/relational bullying: trying to hurt someone by excluding them, spreading rumours, damaging their reputation or ignoring them;
- 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 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., avoiding communicating with an individual; purposefully giving unmanageable workloads and 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).

4.3. Harassment

4.3.1 Harassment is a form of discrimination that includes unwarranted conduct with the purpose or effect of violating a person's dignity, victimising, humiliating, undermining, threatening them or creating a hostile, degrading, or offensive environment, based on their:

- a. age;
- b. race (e.g., skin colour, facial features);
- c. ethnicity (e.g., culture, language, history, accents);
- d. religion (religious beliefs);
- e. sex and/or gender;
- f. sexual orientation;
- g. family status;
- h. marital or relationship status;

- i. physical or mental disability (e.g., mental illness, learning disability, using a wheelchair);
- j. or any other distinguishable attribute.

4.3.2 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 instance or repeated inappropriate behaviour.

4.3.3 Examples of harassment may include, but are not limited to:

- a. verbal harassment (e.g., jokes, comments, ridicule or songs, victimisation of a person who has suffered a violation of this Code of Conduct);
- b. written harassment (e.g., text messages, emails, notices or comments);
- c. activity on social media (e.g., comments under photos, posts, mentions);
- d. physical harassment (e.g., jostling, shoving or any form of assault);
- e. intimidatory harassment (e.g., gestures, threatening poses, putting pressure on someone not to file a report);
- f. visual displays (e.g., posters, emblems or badges);
- g. isolation or exclusion from social activities;
- h. sexual harassment.

4.4 Sexual Harassment

4.4.1 Sexual harassment may include but is not limited to:

- a. unwelcome sexual advances;
- b. unwelcome physical closeness or touch;
- c. asking for sexual favours;
- d. pressuring someone into performing sexual acts;
- e. unwelcome efforts or pressure to develop a romantic or sexual relationship with that individual or third parties;
- f. unwelcome comments about an individual's body or sexual activities;
- g. threatening to engage in an unwanted sexual act with another person;
- 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.

4.5 Violence

4.5.1 Violence is defined as any action that intentionally harms or injures another person. It includes physical aggression, deliberate coercion of another individual to use inappropriate substances (drugs, alcohol) and 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.

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

- a. has not explicitly consented to engaging in the activity and/or;
- b. 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, under the age of consent applicable in the country where the respective event is taking place) and/or;
- c. does not have the freedom to consent (e.g., is coerced, pressured, forced, blackmailed or constrained when giving apparent consent).

5. Welfare Team

5.1 Welfare Officers

5.1.1 The Welfare Team consists of the Director for Welfare, the Assistant(s) for Welfare, and the Ethical Committee, appointed by the International Board of ELSA. The Officers should reflect the diversity of ELSA, being selected from different functions and groups.

5.1.2 All Welfare Officers shall be independent and impartial. The Officers shall disclose any conflict of interest and recuse themselves from any matter in which they have a conflict of interest, including but not limited to the determination and decision-making on an investigation against a member of the National Group of which they are a part. In case of a conflict of interest, the Secretary General of the International Board of ELSA shall be informed and dismiss the Officers if it did not occur by them.

5.2 Ethical Committee of ELSA

5.2.1 The Ethical Committee is composed of three members and one substitute recruited from the ELSA Network and appointed by the International Board of ELSA;

5.2.2 Members of the Ethical Committee shall hold their position for the duration of the term of their appointment, starting from the 1st of October until the 30th of September of the following year.

5.2.3 The Secretary General of the International Board of ELSA advises the Ethical Committee on the enforcement of the measure decided upon but does not take part in the deliberations themselves.

5.2.4 The Director for Welfare shall attend the Ethical Committee’s meetings, responding to any questions and providing general advice to the Committee, but not having the right to vote upon any decision.

5.2.5 All members of the Ethical Committee shall meet high ethical standards. The status of any member on the Committee may be prematurely terminated by the decision of the International Board of ELSA in the event of:

- a. failure to participate in one or more meetings of the Committee without valid reasons;
- b. breaches of the Code of Conduct or other behaviour that is not up to the high ethical standards expected from Committee members;
- c. non-disclosure of potential conflicts of interest regarding a particular hearing;
- d. disclosure of confidential information about any of the parties involved in a particular report; or
- e. any other breach of the non-disclosure agreement signed with the International Board of ELSA.

5.3 Clarifications Regarding Prohibited Behaviour

5.3.1 Any ELSA member may contact the Welfare Team for clarification regarding prohibited behaviour stipulated by this Code. The request must include:

- a. surname, name and contact details of the person requesting clarification;
- b. provisions of the Code where a clarification is required;
- c. an abstract description of the circumstances that led to the need to clarify the provisions.

5.3.2 Upon receiving a request for clarification, which includes the need for a complex interpretation of the Code of Conduct, the Welfare Team shall consult the Ethical Committee of ELSA, who shall provide the final clarification.

5.3.3 The Ethical Committee may either provide the clarification to be then communicated to the specific individual ELSA member or may request the Secretary General of the International Board of ELSA to publish the clarification for the general knowledge of the ELSA Network. These clarification requests are taken into account when reviewing the Code of Conduct.

5.4 Confidentiality

5.4.1 Deliberations related to reports under the Code of Conduct shall be confidential. The International Board of ELSA shall ensure that all Welfare Officers sign a strict non-disclosure agreement.

6. Reporting and Investigation

6.1 Reporting

6.1.1 Any person witnessing, experiencing or becoming aware of a (possible) violation of this Code of Conduct may report the incident(s) to the Director for Welfare at welfare@elsa.org or in person. If the Director for Welfare is in a conflict of interest or the person wanting to make the report feels more comfortable for any reason, they may instead contact the Assistant(s) for Welfare at assistant.welfare@elsa.org or in person.

6.1.2 In case the Director for Welfare is in a conflict of interest, they shall recuse themselves from the rest of the procedure following the report. In such a situation, the Assistant(s) for

Welfare shall take over their role. In the event that the position of the Assistant for Welfare is not filled, the rest of the procedure will be led by the Welfare Officer receiving the report.

6.1.3 Alternatively, the report may be submitted to the designated Welfare Officer of the Organising Committee of the event (if applicable) where the possible violation occurred.

6.1.4 Any report should include as many details as possible, such as date, time, location, the names of any witnesses or parties involved and contact details of the person making the report. The identity of the person making the report will be kept confidential unless disclosure is required by law. The report should include information about the role of the person making the report in the potential Code of Conduct violation, i.e. if the person is a witness or a victim.

6.1.5 The report shall be filed in English or in another language in which the Welfare Officer is fluent when it is an in-person report.

6.2 Anonymous Reports

6.2.1 Alternatively, any person witnessing, experiencing or becoming aware of a violation of this Code of Conduct may submit a complaint anonymously via [this Google Form](#). Similarly, a person submitting a report via email or in person can wish for their identity to be kept secret.

6.2.2 An anonymous complaint cannot lead to sanctions for the accused person, but the Welfare Team may contact the accused person if the victim wishes.

6.3 Preliminary Investigation

6.3.1 Once a report or complaint has been received, the Welfare Officer receiving the report shall do the following within a reasonable time:

- a. ensure that the victim is safe (the Welfare Officer shall get in contact with the potential victim as soon as possible and ensure that this person is safe from potential further violations);
- b. inform the Director for Welfare (if applicable) that a potential violation has occurred;
- c. at the victim's discretion, help the potential victim contact the relevant national authorities and other services in the country where the potential violation has taken place or where they are located, as applicable (such as psychological services or victim support hotline).

6.4 Investigation

6.4.1 The Welfare Officer shall, within seven days of receiving a report, schedule an oral meeting with the person making the report.

6.4.2 Following the oral meeting provided by 6.4.1, the Welfare Officer shall contact the accused person(s) and schedule an oral meeting in order to seek detailed information about the facts.

6.4.3 The Welfare Officer shall decide upon the severity of the potential violation reported (after consultation with the Director for Welfare where applicable).

6.4.4 Following the decision, the Welfare Officer shall explain the possible next steps to the person making the report.

6.5 Mediation

6.5.1 In case of potential less severe violations, including but not limited to verbal bullying, verbal or written harassment and harassment through social media, the Director for Welfare shall:

- a. discuss the conflict with all parties involved and discuss possible options for resolving the conflict;
- b. primarily promote the peaceful settlement of a conflict situation;
- c. if all parties agree, initiate a mediation procedure between the involved people, led by the Director for Welfare or an Assistant for Welfare tasked with this by the Director;
- d. reach an understanding between the parties;
- e. In case of an unsuccessful mediation, refer the case in an anonymised form to the Ethical Committee of ELSA.

6.5.2. The parties and the mediator may agree on the language of the mediation procedure. If no agreement is reached, the procedure shall be held in English.

6.6 Potential Severe Violations

6.6.1 In case of a potential severe violation, including but not limited to physical or sexual harassment, sexual abuse, or rape, the Director for Welfare shall:

- a. ensure that the victim gets every help they require;
- b. conduct interviews with the involved parties to collect all the necessary information related to the potential violation (all interviews shall be held separately);
- c. inform the International Board of ELSA, as well as the Head of the Organising Committee in case of an international event, of the fact that a potentially severe violation has been reported, so that the appropriate measures may be taken to safeguard the victim and to help national authorities in fulfilling their duties;
- d. consult the Assistant(s) for Welfare at the discretion of the potential victim;
- e. refer the case to the Ethical Committee of ELSA in an anonymised form.

6.7 Temporary Measures

6.7.1. If a measure needs to be taken urgently, the Director for Welfare shall:

- a. decide upon a temporary measure not exceeding one week;
- b. consult the International Board of ELSA and the Organising Committee of the respective International Event, if applicable, on the enforcement of the measure;
- c. within a reasonable time after the decision is made, convene the Ethical Committee, which may convert the temporary measure into a permanent one.

6.8 Procedure Before the Ethical Committee

6.8.1 If a violation is referred to the Ethical Committee of ELSA, the Committee shall be convened by the Director for Welfare.

6.8.2 The Ethical Committee shall:

- a. verify that all members of the Ethical Committee are unbiased regarding the report at hand and, if necessary, remove any members that are biased or in a possible conflict of interest for the particular hearing;
- b. set the date and time for an online or in-person meeting within one week (or two weeks in extraordinary circumstances) of the report being submitted;
- c. hear the facts of the case presented by the Director for Welfare in an anonymised form (so that the identity of the potential victim, the accused person and any witnesses remain unknown);
- d. once it has all the facts, decide upon whether there was a violation of the Code of Conduct;
- e. take a decision on potential disciplinary actions to be taken (whereby each member has one vote, and a majority of the votes is required to take a decision);
- f. communicate the decision accompanied by detailed reasoning to the Director for Welfare.

6.8.3 The decision must be taken within a reasonable timeframe given by the Director for Welfare. The decision is then communicated within one week to the following people:

- a. the accused person;
- b. the victim(s);
- c. the person who made the report (if a different individual);
- d. the International Board of ELSA.

6.8.4 The Director for Welfare shall also inform the Welfare Officer who received the report that the case has been closed without disclosing further information.

6.8.5 The Ethical Committee shall establish international rules of procedure to ensure compliance with the Code of Conduct. Minutes shall be kept of the Committee's meetings.

7. Measures and Sanctions

7.1 Possible Measures and Sanctions

7.1.1 Violations of this Code of Conduct will result in appropriate disciplinary measures and sanctions. Measures and sanctions should be applied with an educational and preventative purpose rather than retributive.

7.1.2 When deciding on a measure or sanction, the context of a case is taken into account.

7.1.3 Possible sanctions for violations in instances that are not referred to the Ethical Committee may include:

- a. reprimands or warnings;
- b. expulsion from the event where the violation took place at the participant's own expense.

7.1.4 Possible sanctions for violations in cases that are referred to the Ethical Committee may include but are not limited to:

- a. reprimands or warnings;
- b. expulsion from the event where the violation took place at the participant's own expense;
- c. exclusion from future activities coordinated by the International Board of ELSA, either temporarily or permanently;
- d. non-binding advice to the Board of a National or Local Group to suspend or expel the member;
- e. non-binding advice to the Board of a National or Local Group to deprive a person of Alumni status;
binding advice to the International Board of ELSA to dismiss the member concerned from their position where they are a part of the ELSA International Team.

7.2 Sanction Thresholds

7.2.1 For a first-time offence for a violation that is not referred to the Ethical Committee, a warning or reprimand pursuant to 7.1.2 a) or 7.1.2 b) shall be issued.

7.2.2 In case of a violation that was referred to the Ethical Committee, a warning or reprimand pursuant to 7.1.3 a) or 7.1.3 b) shall only be applied in minor cases. Otherwise, a measure pursuant to 7.1.3 c), d), e), or f) shall be applied.

7.2.3 In case of recidivism after an initial warning or reprimand under 7.1.3 a) or 7.1.3 b), a measure from 7.1.3 c), d), e) or f) shall be applied.

7.3 Communication of Decision

7.3.1 The decision and measure (if applicable) are communicated within one week to the following people:

- a. the accused person;
- b. the victim(s);
- c. the person who made the report (if a different individual);
- d. the International Board of ELSA.

7.4 Alternative Measures for the International Board of ELSA

7.4.1 If the Ethical Committee of ELSA decides that a Member of the International Board of ELSA shall be suspended, excluded or dismissed from ELSA, the Director for Welfare shall inform the International Council about this decision. The International Council can then decide to dismiss the respective Member of the International Board of ELSA in accordance with Article 8.5 of the Statutes of ELSA.

7.5 Reporting to Authorities

7.5.1 None of the measures and sanctions mentioned above shall keep any involved person from contacting national authorities on their own or from pursuing legal action in accordance with the applicable national law.

7.5.2 The Welfare Officers shall make a report to the competent authorities about a violation if the law requires them to do so.

8. Periodic Review

8.1 The International Board of ELSA and the Welfare Team shall review this Code of Conduct at least every three years.

8.2 The International Board of ELSA and the Welfare Team shall consult the International Council for every review.

9. Data Protection and Privacy

9.1 Generalities

9.1.1 All information about people involved and the facts are kept strictly confidential by the Welfare Team until the procedure is over or the sanction attributed to the defendant has finished.

9.1.2 The Welfare Team shall keep only information strictly necessary to carry out the proceedings. The data shall be anonymised as quickly and as far as possible by the Welfare Team.

9.1.3 At the end of their mandate, the Welfare Team shall verify and, if needed, delete data that is not necessary anymore.

9.1.4 ELSA International shall keep a file for the purposes of advising the Ethical Committee of ELSA in cases of recidivism. This file will contain the names of persons sanctioned under the Code of Conduct, as well as information on the applied sanction and its duration. This information shall be deleted as soon as the period of application of the sanction ends. This file shall only be accessible to the International Board of ELSA and the ELSA International Welfare Team.

9.2 Officer(s) responsible for Data Protection

The Officer responsible for Data Protection of ELSA International may ask to verify that only necessary information is kept by the Welfare Officer.