



The European Law Students' Association

INTERNATIONAL COUNCIL MEETING HOSTING AGREEMENT

regarding

“ICM _____”

between

ELSA _____

The hosting group of the LXXXI International Council Meeting of ELSA (Hereinafter the **host**) on behalf of the Organising Committee (Hereinafter the **OC**), represented by the President of the hosting group.

and

The European Law Students' Association
(Hereinafter **ELSA**), represented by the members of the International Board
(Hereinafter **IB**), represented by the Secretary General of the International Board

Article 1
Dates of the ICM

- 1.1 The dates of the International Council Meeting (hereinafter the **ICM**) shall be from the ____ of _____ to the ____ of _____ 2022.
- 1.2 The IB authorises the host to organise the ICM on the terms and conditions set out in this Agreement.

Article 2
Venue and Logistics

- 2.1 The venue of the ICM shall be _____, _____.
- 2.2 The host shall appoint an OC which shall be responsible for hosting the ICM. The OC may consist of the board members of the host.

Article 3
Financial Implications

- 3.1 The host shall organise and hold the ICM on its own account. Any profit or loss arising from the organisation of the ICM shall be kept by or covered by the host.
- 3.2 No exclusivity may be proposed to any sponsor of the ICM.
- 3.3 The host shall agree on a ‘date of latest cancellation’ with the International Board due to the ongoing COVID-19 pandemic. Costs incurred before this date shall be covered by the host alone in case of cancellation of the physical event. Participants may not be charged for any costs incurred before the ‘date of latest cancellation’ in case of cancellation of the physical event due to the COVID-19 pandemic.

Article 4
Financial responsibilities of the OC

- 4.1 The OC shall cover the participation fee for the current and previous International Board Members, the Auditors of ELSA and the Chair and the Vice Chair of the ICM including the meals and accommodation for a maximum of 92 nights.
- 4.2 The OC shall comply with the Annex II “Participation Fees” of the International Council Meeting Decision Book when charging the participation fee. The following extra fees may be charged:
- 4.2.1 A maximum fee of 50€ per participant may be charged covering the Gala Ball.
- 4.2.2 A maximum fee of 15€ per participant may be charged covering the Sightseeing.
- 4.2.3 A maximum fee of 15€ per participant may be charged covering the Social Programme.

- 4.2.4 A maximum fee of 25€ per participant may be charged covering the Transportation from the point of arrival to the venue of the ICM and from the venue of the ICM to the point of departure.
- 4.3 The fees as set out in Articles 4.2 do not apply for external guests.
- 4.4 The OC shall conduct fundraising to avoid any financial deficit.
- 4.5 The OC shall cover the accommodation for up to two representatives of ELSA for a pre-visit lasting no longer than 4 nights.
- 4.6 The OC shall submit a financial report after the ICM in accordance with Article 4.9 of the Standing Orders of ELSA. The financial report shall evidence all income and expenses incurred of each separate bookable service and good during the application process (e.g. participation fee which covers accommodation, meals and plenary or workshop rooms, social programme, gala ball, transport from/to the airport, hoodies etc.)
- 4.7 In case of cancellation of the ICM, the OC shall submit a financial report in accordance with Art. 4.6 of this Hosting Agreement within a reasonable amount of time. Any reimbursements shall be made in accordance with the terms and conditions signed by the participants when applying. Unless otherwise agreed, reimbursements shall be calculated on a percentage basis taking into account the income and expenses of each separate service or good bookable during the application process.

Article 5

Logistical responsibilities of the OC

- 5.1 The OC shall comply with the logistical requirements set out in Annex 1 to this agreement which shall be ensured at the latest before the arrival of the IB.
- 5.2 The OC shall provide invitations and other necessary documents for participants in need of such.
- 5.3 The OC shall provide reception upon arrival of the participants and external guests from ___ am to ___ pm every day during the ICM.
- 5.4 The OC shall provide accommodation, food, sightseeing and social programme for the participants and external guests complying with the requirements set out in Annex 2. In case of restrictions due to the ongoing COVID-19 pandemic, the OC shall not offer any social programme where health and safety measurer cannot be ensured.
- 5.5 The OC shall take immediate action and provide the necessary assistance in issues involving medical attention. There shall be at least one member of the OC present at any medical institution should a participant be taken to such an institution unless otherwise requested by the respective participant.
- 5.6 The OC shall ensure that at least two members of the OC are available at external venues and at least one member of the OC is available during transportation.
- 5.7 If the workshops, plenaries or other parts of the programme take place outside the venue of accommodation, the OC shall provide transportation.

- 5.8 The OC shall ensure adequate health and safety measures including COVID-19 testing and social distancing in accordance with local/national laws.

Article 6

Information responsibilities of the OC and the host

- 6.1 The OC shall appoint one person responsible for communication and reporting to the IB before, during and after the ICM and send regular reports to the IB on the organisation before the ICM.
- 6.2 The OC shall inform the IB about the members of the OC and their responsibilities.
- 6.3 The OC shall respond to requests from the IB within one week from receiving the request.
- 6.4 The OC shall provide all necessary information to the National Groups of ELSA about the application procedure and practical information including general promotion of the event.
- 6.5 The OC shall provide detailed information about the programme including transportation and venues to the participants no later than two weeks prior to the first day of the ICM.
- 6.6 The OC shall provide the participants with a badge including the name of the participant, the address of the accommodation, the phone number of the OC, the phone number of the emergency services in the country and number of taxi service providers in the country.
- 6.7 The OC shall provide receipts, upon request, to all participants.
- 6.8 The OC shall create an emergency channel of communication to be available for the entire duration of the ICM.
- 6.9 The OC shall sign the standard contractual clauses after their appointment if the host is located in a non-EU country, or a data processing agreement if the host is located in an EU country.
- 6.10 The OC shall adopt a privacy policy for the event.
- 6.11 The OC shall provide the IB with a participants list, containing names and ELSA affiliation, for each area workshop within one week of the end of the application period.

Article 7

Responsibilities of the IB

- 7.1 The IB shall support the OC in fundraising if requested by the OC.
- 7.2 The IB shall provide advice to the OC on budgeting and accounting.
- 7.3 The IB shall inform the OC should additional requirements be needed and cover the costs thereof.

- 7.4 The IB shall inform the OC about external guests and any specific arrangements required for these guests.
- 7.5 The IB shall respond to requests from the OC within one week from receiving the request.
- 7.6 The IB shall support the OC with promotion of the ICM.
- 7.7 The IB shall support the OC in regards to the adoption of a privacy policy.

Article 8 Rights of the OC

- 8.1 The OC may arrange a sponsor's fair or conference.

Article 9 Rights of ELSA

- 9.1 The IB may feature the partners of ELSA during the ICM.
- 9.2 If the OC organises a sponsor's fair or conference the IB may invite the partners of ELSA to participate.

Article 10 Changes to the agreement

- 10.1 Any changes to this agreement shall be agreed upon between the parties in writing.

Article 11 Termination

- 11.1 The host may terminate this agreement without any liability up to twelve months prior to the scheduled first day of the ICM.
- 11.2 If the host terminates this agreement later than the date specified in Article 11.1, the host shall be liable for any additional costs incurred in finding a replacement host.
- 11.3 If the host or the OC does not comply with Article 5.1 or any responsibility set out in Article 6, the IB may terminate this agreement and the host shall be liable for any additional costs incurred in finding a replacement host.
- 11.4 If the IB terminates this agreement due to force majeure, the IB shall not be liable for any loss or damage incurred by the host.

Article 12
No Partnership or Joint Venture

- 12.1 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the IB, the host and the OC, or to authorise the host or the OC to act as agent for the IB, and the host or the OC shall not have authority to act in the name or on behalf of or otherwise to bind the IB 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).

Date: _____

Luciana Ayres de Campos
Secretary General
International Board 2021/2022

President
ELSA _____

**ANNEX 1 TO THE ICM HOSTING AGREEMENT
FOR THE INTERNATIONAL COUNCIL MEETING**

Requirements for Logistics

The plenary hall shall comply with the following:

- The plenary hall shall seat approximately 400 people;
- The plenary hall shall feature one head-table to accommodate 10 people;
- The plenary hall shall feature tables for the four plenary secretaries;
- The plenary hall shall feature one video projector compatible with Windows and Mac operating system;
- The plenary hall shall feature sound system including minimum of three cordless microphones.

The OC shall print the following materials as provided by the IB:

- Two copies of the Statutes and Standing Orders of ELSA;
- Name cards for the IB, Chair and Vice Chair of the ICM;
- Two copies of the following:
 - One presence card for each Member and Observer of ELSA on a coloured A5 paper;
 - Three voting cards for each Member of ELSA on differently coloured A5 paper.
- Any materials reasonably requested by the IB.

The workshop rooms shall comply with the following:

- There shall be seven rooms of different size (approx. seating 35-150) accommodating the needs of the IB including needs of joint workshops;
- Each workshop room shall have:
 - Tables accommodating six people at the front;
 - Chairs to accommodate all participants;
 - Flip-chart paper and markers;
 - One video projector compatible with Windows and Mac operating system;
 - Cups or glasses for each day of the workshops;
 - Free wireless Internet access;
 - Water.

The IB room shall feature the following:

- One printer;
- Sufficient printing paper (for at least 1000 prints);
- Free wireless Internet access;
- One conference table seating 16 people.

The IB room should be accessible three days before the ICM for the IB to use during preparations.

**ANNEX 2 TO THE ICM HOSTING AGREEMENT
FOR THE INTERNATIONAL COUNCIL MEETING**

Requirements for Accommodation and Meals

The accommodation shall comply with the following:

- Each room shall accommodate no more than six participants;
- Each room shall accommodate persons identifying as the same gender unless the involved participants agree otherwise;
- Each room shall accommodate only participants of the ICM;
- Each room shall have at one showering facility and one toilet for every six participants of the ICM;
- Free wireless internet access shall be available throughout the accommodation premises.

The meals shall comply with the following:

- There shall be at least three meals per day including breakfast, lunch and dinner;
- Each meal shall be accompanied with beverages including but not limited to water;
- Alternative meals shall be provided with respect to dietary restrictions, allergies and preferences of the participants;
- Meals shall be diversified throughout the event.