

ELSA LEGAL CLINICS PARTICIPATION AGREEMENT

BETWEEN: _____,
with its registered office at _____.

Hereinafter referred to as the "**Project Partner**";

Represented by Mr/Mrs _____,
in the capacity of _____;

AND: Mr/Mrs _____,
born on _____ in _____,
residing at _____;

Hereinafter referred to as the "**Participant**";

Hereafter jointly referred to as the "**Parties**".

AGREE UPON THE FOLLOWING:

Article 1: Purpose

1.1. This Agreement defines the terms of participation in the Legal Clinic organised by the Project Partner in cooperation with The European Law Students' Association ("ELSA"). The aim is to provide the Participant with a practical learning experience under professional supervision.

1.2. The Participant is hired by the Project Partner under the terms of an internship contract as defined in the locally applicable national laws.

This Agreement does not create an employment relationship between the Participant and the Project Partner. Any salary or financial remuneration shall be agreed upon in writing.

Annex III - Legal Clinics

Article 2: Place of work and duration

2.1. The Trainee shall mainly carry out his duties and responsibilities at the headquarters of the Project Partner, unless otherwise agreed.

2.2.. The duration of this contract will be from _____ to _____.

Article 3: Duties and responsibilities

3.1 The Participant agrees to:

- Engage diligently, responsibly, and professionally in all assigned pro bono tasks and activities within the Legal Clinics project, in accordance with the objectives and schedule agreed upon by ELSA and the Project Partner;
- Abide by all applicable laws, internal regulations, confidentiality obligations, and ethical standards of the Project Partner, ELSA, and the relevant professional community;
- Follow the instructions and guidance of the designated supervisor or mentor appointed by the Project Partner, and seek clarification whenever the scope or purpose of a task is unclear;
- Refrain from providing independent legal advice, representing clients, or performing any acts that could be construed as the unsupervised practice of law;
- Maintain strict confidentiality regarding all information, documents, or data accessed or obtained during the project, both during and after participation. This obligation continues indefinitely after the completion of the project;
- Demonstrate respect, punctuality, reliability, and integrity in all professional interactions with the Project Partner, clients, ELSA representatives, and third parties;
- Keep ELSA and the Project Partner informed of any issues, absences, or circumstances that could affect participation or completion of assigned tasks;
- Conduct themselves in a manner that upholds the good name and reputation of ELSA, the Project Partner, and the Legal Clinics project as a whole;
- Recognize that participation in the project is voluntary, educational, and does not constitute an employment or internship relationship with either ELSA or the Project Partner; and,
- Submit required feedback, reports, or evaluations to ELSA and/or the Project Partner after the completion of the project or upon request.

3.2. The Project Partner agrees to:

- Establish contact with the participant promptly after being put in contact with them by ELSA;
- Provide the participant before they start with information about any and all matters related to the work conditions and the work assignments;
- Answer the questions of the participant related to the project or the Project Partner itself;

Annex III - Legal Clinics

- Assign a qualified supervisor to oversee and guide the participant's work;
- Provide the participant with adequate orientation, information, and access to materials necessary for the completion of assigned tasks;
- Define the nature, scope, and objectives of the participant's pro bono activities, ensuring they comply with applicable laws and ethical rules;
- Ensure that the participant performs activities in a professional, safe, and inclusive environment;
- Integrate the participant in the work environment, the team and culture;
- Ensure that the participant's involvement remains proportionate to the educational and voluntary nature of the project. The participant shall not be overburdened with tasks or treated in a manner inconsistent with the purpose of the Legal Clinic;
- Respect and conform to the GDPR standards when processing any personal data received from ELSA; and,
- Evaluate the experiences with ELSA after the project is finished.

Article 4: Insurance

4.1. During the performance of the present contract, the Participant will be covered by all insurance policies applicable to the employees of the Project Partner, to the extent permissible under the applicable national laws.

Article 5: Liability

5.1. The Parties acknowledge that the Participant and the European Law Students' Association (ELSA) can under no circumstances be held liable for any acts, damages, omissions, losses etc. arising from the pro bono advisory activities undertaken by the Participant on behalf of the Project Partner.

5.2. The full legal, financial and professional responsibility for the Participant's activities within the scope of the project lies exclusively with the Project Partner, who has the right to determine the nature of the tasks assigned to the Participant and the extent of their involvement at its own discretion.

5.3. The Project Partner accepts that it bears sole responsibility for supervising, managing and ultimately controlling the pro bono advisory activities of the Participant. The Project Partner shall be fully liable for any damage, loss or claim arising from those activities, unless caused by wilful misconduct or gross negligence of ELSA or the Participant.

5.4. Neither ELSA nor the Participant shall be liable to the Project Partner or any third party for any indirect, special, consequential, incidental or punitive damages arising in connection with the Participant's engagement under this agreement.

Article 6: Termination

6.1. Without prejudice to the provisions of the general modes of termination of obligations, the Parties may only terminate the present contract in accordance with the applicable national law.

Article 7: Governing law

7.1. The present contract is governed by _____ law, and any dispute concerning the interpretation, execution and termination of the present contract must be resolved by _____.

Article 8: Jurisdiction

8.1. The jurisdiction of _____ has exclusive competence over any dispute concerning the interpretation, execution and termination of the present contract.

Article 9: Severability of the agreement

9.1. If any provision of the present contract or part of a provision is declared void or contrary to a mandatory law in force, the remaining provisions shall not be automatically made void, and shall consequently retain their validity.

Article 10: Acknowledgement of receipt

10.1. The Participant acknowledges having received, when signing the present contract, a copy of the Project Partner's work regulations as well as any annexes to the present contract, if any, and agreeing to all their provisions.

10.2. The Participant acknowledges having received an original copy of the present contract, duly signed by all Parties.

Article 11: Data Protection

11.1. The Participant consents to the processing of their personal data solely for the purposes of the Project, in accordance with applicable data protection laws.

11.2. Both parties shall ensure that all processing of personal data within the Project complies with applicable data protection legislation, including Regulation (EU) 2016/679 (GDPR). No personal data shall be shared unless strictly necessary for administrative purposes.

Article 12: Amendments

12.1. Any modification of this Agreement must be in writing and signed by both parties.

Annex III - Legal Clinics

Signing of the Agreement

Concluded in two original copies at (place) _____, on (date)
_____.

Signatories:

Participant Signature

Partner Signature