



The European Law Students' Association

# INTERNATIONAL COUNCIL MEETING DECISION BOOK

Authenticated by

A handwritten signature in black ink, appearing to read 'Akvile Jurkaityte'.

**Akvile Jurkaityte**  
Secretary General  
ELSA International  
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# Strategic Planning

## 1. General

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Strategic Planning shall be an ever-present part of planning in the European Law Students' Association. The Strategic Plan shall envisage means to fulfill the Philosophy Statements of the Statutes. A Strategic Plan shall be adopted for five years by a two thirds majority of the International Council during an International Council Meeting in the last year of the Strategic Plan in force. A first reading shall take place during the autumn International Council Meeting of the last year of the Strategic Plan in force.

Additionally a Strategic Planning Handbook shall be established and at least include:

- Strategic Goals, and Operational Goals;
- A theoretical background with practical examples about Strategic Planning;
- Summaries of relevant preparatory work and workshop sessions during Internal Meetings on Strategic Planning.

## 2. Monitoring

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The fulfillment of the Strategic Plan shall be monitored by ELSA International by means of the Strategic Goals Questionnaire, the Strategic Plan Yearly Report and the Strategic Plan Final Report.

The Strategic Plan Yearly Report shall be prepared by ELSA International and discussed in every Workshop of at the autumn International Council Meeting. It shall summarize the strategic goals and critically compare the level of achievement to previous results.

The Strategic Plan Final Report shall be prepared by ELSA International and presented during an International Council Meeting in the last year of the Strategic Plan in force. It shall include overall information, final conclusions and statistics reflecting the fulfillment of the Strategic Plan as well as recommendations for the adoption of the following Strategic Plan.

The Strategic Plan Final Report shall be finalized by ELSA International with updated information from the whole duration of the Strategic Plan, including the fifth year of its implementation and ready to be presented at the first ICM after the last year of the Strategic Plan in force.

## 3. Implementation

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ELSA International and the National Groups shall draft their One Year Operational Plan in compliance with the Strategic Plan of ELSA.

An annex to the Strategic Plan shall be established. The purpose of the annex shall be to provide useful tips for implementing the current Strategic Plan, especially for the National and Local Groups. It shall, as a minimum, include best practices, case studies and a short explanation on how the Strategic Plan interacts with our Philosophy Statement.

## **Part I: Strategic Goals 2019-2023**

### **Strategic Goal 1: Good Governance**

#### **Focus 1.1 Advisory Board**

**Aim:** Create an ELSA Advisory Body that consults the Council and ELSA on long-term projects and planning, by giving advice, improving knowledge management, and transition.

#### **Operational Goals:**

- ELSA shall make the required statutory changes to implement an Advisory Body;
- ELSA shall create a clear protocol by specifying the duties, responsibilities, activities, conduct, and limits of the Advisory Body;
- ELSA shall define clearly the boundaries between the role of the International Board and the role of the Advisory Body;
- ELSA shall involve one board member of the alumni association of ELSA in the Advisory Body;
- ELSA shall involve at least one of the immediate past International Board members of ELSA in the Advisory Body;
- The International Board shall investigate the possibility of recruiting external consultants to join the Advisory Body;
- The International Board shall explain in each International Council Meeting the steps taken to fulfil this aim.

#### **Focus 1.2 Board Reform**

**Aim:** Ensure the sustainability of the Association by allowing the International Board to effectively fulfil its mandate.

#### **Operational Goals:**

- ELSA shall restructure the International Board to fulfil the needs of its members with a special focus on External Relations, Human Resources, Information Technology, and Marketing Strategy;
- ELSA shall revise the current tasks division and workload of each International Board member;
- ELSA shall reconsider the number of International Board members;
- ELSA shall outsource some tasks performed by International Board members to professionals;
- ELSA shall invest in the professional training of its Board members with respect to their roles;
- ELSA shall create a clear protocol by specifying the duties, roles, responsibilities, activities, expectations, conduct, and limits of the International Board and the ELSA International Team;
- ELSA shall reduce time on implementation and administration by handing these tasks over to an ELSA Secretariat;
- The International Board shall explain in each International Council Meeting the steps taken to fulfil this aim.

**Focus 1.3 Secretariat Reform**

**Aim:** Ensure the sustainability of the Association by establishing a professional Secretariat, responsible for the day-to-day management, and administration of ELSA.

**Operational Goals:**

- The International Board shall research the exact legal and financial implication of having a Secretariat;
- ELSA shall create clear protocol by specifying the duties, responsibilities, and activities of the ELSA Secretariat;
- The International Board shall launch a request for an offer to association management companies (AMC);
- ELSA shall investigate the possibility of applying for grants in order to cover this expense;
- The International Board shall explain in each International Council Meeting the steps taken to fulfil this aim.

**Focus 1.4 Annual ELSA Cycle meeting**

**Aim:** Developing a performant annual cycle meeting allowing ELSA to plan, review and evaluate the goals to be accomplished during the calendar year.

**Operational Goals:**

- ELSA shall revise the current time frame of international events to ensure enough time for the preparation of such;
- ELSA shall revise and clarify the Board Management, External Relations, and Expansion area under the current division between Key and Supporting Area Officers;
- ELSA shall adopt quality standards for every international event by taking into consideration all variables *inter alia* duration of such events;
- ELSA shall reduce the number of internal or external events during international meetings *inter alia* conference, training;
- ELSA shall revise and clarify the status quo of the second International Presidents' Meeting to ensure the purpose of creating an International Governance/Strategic Meeting to review the overall state of the network, open to all members and not only limited to Board Management, External Relations, and Expansion officers;
- The International Board shall investigate on the implementation of an e-voting system;
- ELSA shall establish a tool to review and keep checks and balances between the International Board and the Council after the spring International Council Meeting;
- The International Board shall explain in each International Council Meeting the steps taken to fulfil this aim.

**Strategic Goal 2: A Living Vision****Focus 2.1 Refocus**

**Aim:** Strengthen the ELSA identity by creating a clear understanding of what the purpose statement means for today's members, in different countries and settings and how it defines and determines our actions.



**Operational Goals:**

- ELSA shall define what ‘non-political’ means within international association law and practice;
- ELSA shall develop a clear understanding of what the Philosophy Statement of the Association means within association law and practice and for its members;
- ELSA shall constantly develop awareness and knowledge of Human Rights by aligning certain activities with these goals;
- ELSA shall establish Human Rights partnerships at least on International and National level;
- ELSA shall create a strategic plan to increase the awareness and knowledge of the International Focus Programme;
- ELSA shall research the exact legal and, reputational implication of actions such as advocacy (including statements) or any other actions it makes or takes in the pursuit of being the voice of law students;
- ELSA shall aim to foster mutual understanding between legal professionals and law students by redefining and understanding what each of these terms implies;
- ELSA shall acknowledge legal matters, as well as engage in activities which encourage social responsibility through a holistic approach;
- The International Board shall explain in each International Council Meeting the steps taken to fulfil this aim.

**Focus 2.2 Speak out**

**Aim:** Be ‘the voice’ of European Law Students

**Operational Goals:**

- ELSA shall actively find and use strategic and relevant partnerships for effective impact in order to increase the awareness, knowledge and reputability of its events across the network;
- ELSA shall create an ELSA Advocacy Programme and develop a clear understanding of what ELSA Advocacy means within its members;
- ELSA shall define and advocate the matters that concern law students;
- ELSA shall research the exact legal, financial, reputational implication of having an ELSA Advocacy Programme;
- ELSA shall constantly develop awareness and knowledge of Rule of Law;
- ELSA shall constantly develop awareness and knowledge of the United Nations Sustainable Development Goals by aligning certain activities with these goals;
- ELSA shall apply for Sustainable Development grants;
- ELSA shall explain in each International Council Meeting the steps taken to fulfil this aim.

**Focus 2.3 Continuity**

**Aim:** Ensure a more cohesive, mutually beneficial and long-term relationships with the partners of ELSA, as well as its Officers and Members.

**Operational Goals:**

- ELSA shall aim to obtain and secure support from renowned partners, institutions and persons on a long-standing basis;
- ELSA shall look into new ways of involving its partners and its trainers with the work of the Association in order to ensure a more cohesive and mutually beneficial relationship;
- ELSA shall obtain and reproduce testimonials from its past members, in order to engage and encourage its present members and officers to maintain involvement after their active years;
- ELSA shall highlight the success of its past members through a variety of means in order to showcase the potential benefits of being active in the Association;
- ELSA shall aim to provide training related to soft skills for its members through creating a training strategy in collaboration with the International Trainers' Pool, as well as through encouraging and aiding the formation of a National Trainers Pool;
- ELSA shall establish formal cooperation with its alumni association, which clarifies the expectations, duties, benefits, and obligations of each party in order to ensure a mutually beneficial relationship;
- ELSA shall explain in each International Council Meeting the steps taken to fulfil this aim.

### **Strategic Goal 3: An Engaging Association**

#### **Focus 3.1 Member value**

**Aim:** Identify and focus on those activities that offer the most value to ELSA members.

#### **Operational Goals:**

- ELSA shall ensure that it provides the opportunity to its active members to acquire skills for life;
- ELSA shall ensure that all its Officers are recognised internally and externally for their position or skills through cooperation with certified trainers or firms;
- ELSA shall conduct a member satisfaction survey in order to ascertain the areas which need improvement, which shall be conducted annually;
- ELSA shall improve the quality of the reporting in order to most closely meet the needs of its members; *inter alia* reconsidering the form and the purpose of the State of the Network Inquiry;
- ELSA shall ensure that participation in all its projects yields recognisable and official participation certificates to the members;
- ELSA shall create benefit schemes for its members through programmes which may include but are not limited to an ELSA membership card or an official ELSA membership application;
- ELSA shall create an application which displays the credentials of the member using it, as well as any participation certificates;
- The International Board shall explain in each International Council Meeting the steps taken to fulfil this aim.

#### **Focus 3.2 Community**

**Aim:** Create a strong ELSA social brand, by uniting members and officers under one brand and one vision.

#### **Operational Goals:**

- Promote a consistent identity towards international legal partners; by creating suitable and consistent marketing materials;
- ELSA shall focus on increasing the understanding of ELSA and ELSA related activities for all its members and in particular externals through informative consultation sessions;
- ELSA shall focus on regional events as a means of making internationality accessible to more ELSA members;
- The websites of ELSA must give a clear and easy to understand overview of ELSA's activities which shall be achieved by conducting an annual review of the website structure and content;
- ELSA shall develop its brand and establish a unified image as an international and professional association while ensuring the sustainability and consistency of such brand by regulating ELSA brands as well as the brand of its projects more rigidly;
- The corporate identity of ELSA must give a clear and easy to understand the image of ELSA's activities and vision which shall be achieved by conducting an annual review of the corporate identity;
- ELSA shall strive to adhere to the templates and materials provided in the marketing materials database in order to ensure the unified image of ELSA;
- ELSA shall create and carry out a public relations strategy;
- The International Board shall explain in each International Council Meeting the steps taken to fulfil this aim.

### **Focus 3.3 Retain Talent**

**Aim:** To retain the voluntary involvement and skills of Officers after their active years, through collaboration with the alumni associations of ELSA

#### **Operational Goals:**

- ELSA shall create an ELSA Mentorship Programme in which alumni offer help, advice, and mentorship to the present-day Officers of the Association;
- ELSA shall actively encourage and aid Officers to partake in the alumni associations after their active years, in accordance with the Human Resources Strategy;
- ELSA shall create an alumni database in collaboration with the alumni associations of ELSA;
- ELSA shall create a donation system in collaboration with the alumni associations of ELSA;
- The International Board shall explain in each International Council Meeting the steps taken to fulfil this aim.

### **Part II: Implementation procedure of the Strategic Goals 2019-2023**

1.1 The International Board shall create and present a timeframe proposal presenting the implementation procedure of aforementioned Strategic Goals during the Autumn International Council Meeting 2019 for approval.

1.2. The Implementation timeframe draft shall be sent to the Board Management, External Relations and Expansion mailing list no later than 49 days before the opening of the Autumn International Council Meeting 2019.

1.3. The comments on the Implementation timeframe draft shall be sent to the Secretary General of the International Board no later than 35 days before the opening of the Autumn International Council Meeting 2019.

# Human Rights

## 1. Commitment

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ELSA shall be continuously committed to Human Rights awareness, Human Rights education, and the respect of the Rule of Law. ELSA shall strive to be recognised for a strictly legal, academic and impartial approach to Human Rights.

## 2. Implementation of Human Rights

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Human Rights shall be implemented in all key area activities.

## 3. Responsibilities for Human Rights

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3.1 Responsibilities of ELSA International:

- To publish at least one article on Human Rights in every issue of Synergy;
- To provide necessary information and other assistance to National and Local Groups in the form of a handbook and personal assistance of someone of ELSA International in charge of human rights;
- To ensure that all groups submit relevant information at the end of each event organised.

3.2 Responsibilities of National Groups:

- To promote Human Rights Events organised throughout the Network;
- To submit relevant information to the International Board concerning the implementation of Human Rights.

## 4. ELSA Day

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4.1. ELSA Day is a Human Rights forum of coordinated ELSA Day events where the Network organises projects on national and international standards of protection and implementation of Human Rights.

4.2 The ELSA Day event will be organised every last Wednesday of November.

4.3. Responsibilities of ELSA International:

- Overall coordination of ELSA Day;
- Create an ELSA Day Outline for the respective edition;
- Conduct the annual ELSA Day Competition.

4.4 Responsibilities of the National Groups:

- Forward all the relevant information regarding the ELSA Day received from ELSA International to Local Groups;
- Provide necessary information and other assistance to Local Officers for organising ELSA Day events;
- Submit the ELSA Day Specification Form and the ELSA Day Evaluation Form to ELSA International when the event was organised by the National Group;
- Ensure that Local Groups organise ELSA Day events;
- Ensure that Local Officers submit the ELSA Day Specification Form and the ELSA Day; Evaluation Form to ELSA International when the event was organised by the Local Group.

#### 4.5. Responsibilities of the Local Groups:

- Organise an annual ELSA Day event, either alone or in cooperation with other groups;
- Submit the ELSA Day Specification Form and the ELSA Day Evaluation Form to ELSA International.

# International Focus Programme

## 1. General

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1.1 The aim of the International Focus Programme is to have a specific theme for the entire ELSA network over a fixed period of time.

## 2. Implementation of the IFP

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2.1 The International Council decides upon the IFP topic, its duration and its Final IFP result.

2.2 The duration shall not be less than one year.

2.3 The Final IFP Result is decided by the International Council when the topic and duration is set. The result can be a Final IFP Conference, a Final IFP Webinar and/or a Final IFP Publication.

2.4 The IFP shall be implemented in all Key Areas.

## 3. Responsibilities

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3.1 Responsibilities of ELSA International:

- Overall coordination of the implementation of the IFP;
- Coordinate the research for finding the best “hot legal topic” and subtopics for the IFP;
- Make sure during every last International Council Meeting before the period for an IFP finishes a proposal for a topic and subtopics will be put into voting according to the results of the before mentioned research;
- Create an IFP Manual;

- Publish at least one article on the IFP in every issue of Synergy;
- Provide necessary training, information and other assistance to National and Local Groups;
- Ensure that all groups submit IFP Project Reports at the end of each event organised;
- Coordinate the realisation of the final IFP results.

### 3.2 Responsibilities of the National Groups:

- Forward all relevant information regarding the IFP received to the Local Groups;
- Provide necessary training, information and other assistance to local groups to organise IFP events;
- Evaluate all the information received on the national level and submit the activity report to ELSA International at the end of the IFP.

### 3.3 Responsibilities of the Local Groups:

- Submit the completed IFP Project Report and other relevant information to ELSA International at the end of each event organised.

## 4. IFP Topic

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4.1 The topic of the International Focus Programme (IFP), with duration from the 1st of August 2016 until the 31st of December 2019, shall be the following:

“Environmental Law”.

4.2 During the implementation of the IFP, the Network shall focus on:

- Raising interest and academic knowledge in the field of Environmental Law;
- Raising awareness of the issues which pose problems in the development and application of Environmental Law;
- Creating long-term partnerships through events on Environmental Law, to help their own growth and credibility;
- Increasing the number of major events on Environmental Law, particularly those who are repeated (Law Schools, Moot Courts etc.).

4.3 The final outcome of the implementation of the International Focus Programme on Environmental Law shall be a Final IFP Conference and an IFP Almanac. These projects shall reflect the work done by the Network during the 3.5 years of implementation and will include at least the most discussed topics.

4.4. The recommended timeline for the implementation of the IFP on Environmental Law is the following:

#### **August 2016 – February 2017**

- Establish contacts with partners and sponsors through engaging them in introductory IFP events (lawyers at work events, seminars, lectures).
- Establish local and national IFP implementation plan for the next three years.
- Raise members’ awareness for Environmental Law via Institutional Visits.

**March 2017 – August 2017**

- Host IFP week in April throughout the whole of the Network to increase the IFP awareness. In this week each Local Group should prepare several IFP events.
- Use IFP week Event reports and the results of the events in publications on all levels.

**September 2017 – February 2018**

- Liaise with universities to engage them further in all IFP related activities.
- Continue with publishing IFP related articles in publications.
- Organise international projects focused on IFP.
- Raise members' awareness of the foreign aspects of Environmental Law via Study Visits.
- ELSA International is to establish a Legal Research Group on IFP.

**March 2018 – August 2018**

- Host second IFP week in April.
- ELSA International is to designate one Local or National Group to organise the Mid IFP conference.
- Continue with the Legal Research Group on IFP.

**September 2018 – February 2019**

- Focus the Moot Court Competition topics on IFP.
- ELSA International is to conclude the Legal Research Group and publish the outcome.
- Engage partners, speakers, participants, and former ELSA officers, who were in charge of the IFP, in order to discuss the impact of the programme on the development of Environmental Law.

**March 2019 – December 2019**

- Host final IFP week in April to present and elaborate on the conclusions of the previous years on all levels.
- Produce summaries and reports of the IFP events of the past 3 years in various forms, including videos, pictures, scientific and other publications.
- Provide ELSA International with evaluation reports and articles.
- ELSA International can designate one Local or National Group to organise the Final IFP conference to conclude the cycle.

# Data Protection

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**1. Privacy Policy**

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1.1 ELSA International shall have a Privacy Policy.

1.2 The Privacy Policy will exist for any case in which ELSA is processing personal data in the course of its operations.

1.3 ELSA International shall process the personal data of individuals only if the person agrees with the Privacy Policy.

1.4 The Privacy Policy will contain the minimum requirements for processing personal data in accordance with the applicable data protection laws.

1.5 In accordance with the applicable data protection laws, ELSA National Groups:

- can process the personal data disclosed by ELSA International only in accordance with the instructions from ELSA International as set in ELSA International's Privacy Policy;
- cannot otherwise modify the content of the personal data or disclose or permit the disclosure of any of the personal data to any third party unless specifically authorised to do so by ELSA International or the data subject;
- shall ensure that its members and responsible persons implement appropriate measures to protect personal data against unauthorised or unlawful processing and against its loss, destruction, damage, alteration or disclosure;
- shall ensure that its ELSA Local Groups implement the abovementioned provisions while processing the personal data.

1.6 The data shall only be kept for as long as it is necessary for fulfilling the purpose of it being collected. The period the data is kept in any case shall not exceed the maximum time permitted in the country the data is collected or stored.

1.7 The data collected for the statistical or archival purposes shall be anonymised, unless explicit consent is provided by the data subject, and may be stored indefinitely.

1.8 ELSA International shall create and update the Privacy Policy.

## ELSA House

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### 1. Rooms

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1.1 The International Board of ELSA shall, if possible, be accommodated in the ELSA House. Every Board Member is entitled to use one bedroom.

1.2 ELSA shall cover the costs of the essential furniture in the bedrooms. The essential furniture includes at least a bed, a wardrobe, a desk and a chair.

1.3 Any other furniture a Board Member wishes to buy, but is not essential, shall be obtained at his/her own costs and become his/her property.



**DECISIONS RELATING TO BOARD MANAGEMENT,  
EXTERNAL RELATIONS AND EXPANSION (BEE)**

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# Board Management

## 1. Definition

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1.1 Board Management is one of the main responsibilities of the President and involves organising and coordinating the work of board members.

## 2. Responsibilities

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2.1 President bears an overall responsibility for:

- coordination of the board members' activities;
- communication inside the board and communication of the board with the external environment;
- cooperation with key areas in the organization of their activities with regards to the external relations;
- ensuring that the current Strategic Plan is respected and implemented by the whole board;
- resolution of conflicts in the board;
- motivating the board members;
- exercising control over the fulfilment of activities planned by the board.

## 3. Board meetings

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3.1 The Board's decisions shall be made during board meetings. Board meetings should be held at least once a month.

3.2 The President shall ensure that there is a prepared agenda. Every board member has the right to propose items for the agenda.

3.3 Information concerning date, time, place and agenda of a board meeting shall be communicated to all of the board members in due time before a board meeting.

3.4 The president ensures that there is a board-appointed chair for every meeting.

3.5 Every board meeting shall be minuted properly.

## The Annual Report

### 1. Definition

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1.1 The Annual report shall be a report of ELSA International for their term in office, including information covering all areas, adequate to summarize the work done during the respective term.

1.2 The Annual Report shall include successful examples of the most significant ELSA events throughout the Network.

1.3 The Annual Report shall be used for promotion of ELSA as a whole, internally and externally.

1.4 The Annual Report shall not replace any other reports submitted to the International Council by ELSA International.

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## **2. Term**

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2.1 The Annual Report shall correspond to the term in office of the International Board, meaning a 12 months cycle running from the 1st of August to 31st of July.

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## **3. Responsibilities**

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3.1 Responsibilities of ELSA International:

The President of ELSA International during the term in office corresponding to the Annual Report term has the overall responsibility for submitting the Annual Report to the current International Board 35 days prior to the Autumn International Council Meeting.

The Annual Report shall be distributed before the Autumn International Council Meeting in electronic form to all National Groups.

3.2 Responsibility of the National Groups:

National Groups shall provide the necessary information for the Annual Report to ELSA International upon request. The President of the National Group has the overall responsibility to submit the required information to ELSA International.

# External Relations

## 1. Definitions

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- 1.1 The term international contact covers a law firm situated in five or more countries with 100 or more legal professionals as stated in the respective firm's website.
- 1.2 Companies that do not qualify as law firms, and which are present in five or more countries are to be considered international contacts.
- 1.3 The term national contact refers to any contact that is not an international contact.

## 2. Procedures

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- 2.1 Only ELSA International has the right to contact international contacts. Only National Groups have the right to contact national contacts in their respective country.
- 2.2 If an ELSA Group intends to approach a national contact outside of its country, it shall, beforehand, inform the President of the respective National Group from the country where the national contact is located.
- 2.3 Before approaching a national contact, ELSA International shall request permission via email from the person in charge of external relations of the respective National Group. This request shall include the location, the website URL, and Information regarding the nature and content of the approach of the office intended to be contacted.
- 2.3.1 The National Group shall respond within seven days from the time of receiving the e-mail. If the approach is not granted, the response of the National Group shall state a concrete reason for the refusal.
- Concrete reason should be interpreted as:
- Creating or likely to create a damage to the image, reputation, ongoing negotiations or financial stability of ELSA.
- 2.3.2 ELSA International can proceed with the approach once the deadline has expired or the National Group has agreed or no concrete reason has been given.
- 2.4 Before approaching an international contact, the respective National Group shall request permission via email from the person in charge of external relations of ELSA International. This request shall include the location, the website URL, and Information regarding the nature and content of the approach of the office intended to be contacted.

In case the office, which is intended to be approached, is not in the country of the National Group, the permission of the person in charge of external relations of the respective foreign National Group shall also be requested.

- 2.4.1 ELSA International, and if applicable the foreign National Group, shall respond within seven days from the time of receiving the e-mail. If the approach is not granted, the response of ELSA International, or if applicable the foreign National Group, shall state a concrete reason for the refusal.

2.4.2 The National Group can proceed with the approach once the deadline has expired or ELSA International, and if applicable the foreign National Group, has agreed or no concrete reason has been given.

### **3. Project sponsorship**

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3.1 The Organising Committee of a project or event organised or co-organised by ELSA International (e.g. ICM, IPM, SAM, KAM, EHRMCC and JHJMCC) shall always request permission from ELSA International and, if applicable, the respective foreign National Group, if they want to approach any external contact.

### **4. Responsibilities**

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ELSA International shall:

- Ensure the respect of the External Relations regulation of ELSA;
- Make sure that the External Relations regulation is known and implemented throughout the Network;
- Supervise the correct use of the External Relations regulation in all National Groups and contact the breaching group immediately;
- Explain the External Relations regulation to the Network in order to create a common understanding and consistency of use.

National Groups shall:

- Ensure the respect of the External Relations regulation of ELSA;
- Promote the External Relations regulation to their Local Groups;
- Supervise the correct use of the External Relations regulation in all Local Groups and contact the breaching group immediately;
- Consult ELSA International when in doubt.

Local Groups shall:

- Ensure the respect of the External Relations regulation of ELSA;
- Follow the External Relations regulation rules and ensure their implementation and awareness in the respective local networks;
- Make sure that all breaches are corrected immediately;
- Consult the officers of the respective National Groups when in doubt.

### **5. Sanctions**

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5.1 If any ELSA Group or ELSA International violates these regulations the involved Groups should, within six months from the time the harmed Group was informed, reach an agreement on a suitable sanction. The International Council shall be informed about the sanction agreed on and a copy of this agreement shall be sent to ELSA International. The agreement cannot be object of any discussion or decision by International Council. In case no agreement is reached the International Council shall decide on a suitable sanction.

5.2 A sanction can in no case exceed the amount received in the past two years by the ELSA Group whose rights were violated. The sanction shall be paid to the ELSA Group whose rights were violated. If the rights of ELSA International were violated, the sanction shall be paid to ELSA International.

5.3 In case of a sanction imposed on a Local Group, the respective National Group shall be considered the Group involved and is liable for the sanction.

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## **6. Reporting**

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6.1 If ELSA International or a National Group approaches an international contact after approval from ELSA International or the respective National Group, it shall send a report to the respective external relations officer stating how the negotiation went and if an agreement was reached.

# Institutional Relations

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## **1. Definitions**

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1.1 Institutional relations are relations with governmental or non-governmental organisations, public administrations, private institutions, universities or other higher education institutions.

1.2 National institutions are institutions that are active only within one country or on behalf of a country. Universities and other higher educational institutions present only within one country in which there is an ELSA National Group always qualify as National Institutions.

1.3 Local branches of international institutions are institutions that represent international governmental or non-governmental or private institutions being active only in one country.

1.4 International institutions are institutions that act in more than one country and represent the headquarters or the highest respective office of a certain field of activity of an institution.

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## **2. Approaching National Institutions and Local Branches of International Institutions**

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2.1 All approaches to national institutions and local branches of international institutions inside a country are upon the discretion of the respective National Group.

2.2 Before approaching a national institution, ELSA International shall request permission via email from the person in charge of external relations of the respective National Group. The request shall include the location of the office it intends to contact. This request shall include the location, the Website URL, and information regarding the nature and content of the approach of the office intended to be approached. This also applies to a National Group approaching an office located in another country.

2.2.1 The approached National Group shall respond within seven days from the time of receiving the e-mail. If the approach is not granted, the response of the approached National Group shall state a concrete reason for the refusal.

Concrete reason should be interpreted as:

- Creating or likely to create damage to the image, reputation, ongoing negotiations or financial stability of ELSA.

2.2.2 ELSA International or the requesting National Group can proceed with the approach once the deadline has expired or the approached National Group has agreed or no concrete reason has been given.

2.3 If the national institution or the local branch of an international institution is situated in a country where there is no ELSA Group, the approach may be carried out directly.

### **3. Approaching International Institutions**

---

3.1 Approaches to international institutions are coordinated by ELSA International.

3.2 Before approaching an international institution the ELSA group planning the approach shall request permission from the person in charge of external relations of ELSA International. This request shall include the location, the Website URL, and information regarding the nature and content of the approach of the office intended to be approached.

3.2.1 ELSA International shall respond within seven days from the time of receiving the notification. If the approach is not granted, the response of ELSA International shall state a concrete reason for the refusal.

3.2.2 The ELSA Group can proceed with the approach once the deadline has expired or ELSA International has agreed or no concrete reason has been given.

### **4. Responsibilities**

---

ELSA International shall:

- Ensure the respect of the Institutional Relations regulation of ELSA;
- Make sure that the Institutional Relations regulation is known and implemented throughout the Network;
- Supervise the correct use of the Institutional Relations regulation in all National Groups and contact the breaching group immediately;
- Explain the Institutional Relations regulation to the Network in order to create a common understanding and consistency of use.

National Groups shall:

- Ensure the respect of the Institutional Relations regulation of ELSA;
- Promote the Institutional Relations regulation to their Local Groups;
- Supervise the correct use of the Institutional Relations regulation in all Local Groups and contact the breaching group immediately;
- Consult ELSA International when in doubt.

Local Groups shall:

- Ensure the respect of the Institutional Relations regulation of ELSA;

- Follow the Institutional Relations regulation rules and ensure their implementation and awareness in the respective local networks;
- Make sure that all breaches are corrected immediately;
- Consult the officers of the respective National Groups when in doubt.

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## **5. Reporting Institutional Relations**

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5.1 If a National Group approaches a national institution outside of its country for the sole purpose of an Institutional Visit, it shall inform the Vice President for Seminars and Conferences of the National Group from the country where the institution is located about the contact and the communication.

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## **6. Sanctions**

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6.1 If any ELSA Group or ELSA International violates these institutional relations regulations, the involved Groups shall, within six months from the time the harmed Group was informed, reach an agreement on a suitable sanction. The International Council shall be informed about the sanction agreed on and a copy of this agreement shall be sent to ELSA International. The agreement cannot be object of any discussion or decision by International Council.

6.2 In case no agreement is reached the International Council shall decide on a suitable sanction, upon proposals and hearing of the involved Groups. The International Council may agree on any amount not exceeding the highest of the proposed.

6.3 The sanction shall not, in any case, exceed the amount of EUR 3,000.

6.4 The sanction shall be paid to the ELSA Group whose rights were violated. If the rights of ELSA International were violated, the sanction shall be paid to ELSA International. Until the payment, the debt will be considered a debt towards ELSA International for the purpose of article 11.5 of the Statutes.

6.5 In case of a sanction imposed on a Local Group, the respective National Group shall be considered the Group involved and is liable for the sanction.

# Expansion

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## **1. Definition**

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Expansion is the process of establishing presence of ELSA Groups and furthering their development in the respective countries and faculties.

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## **2. Responsibilities**

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The President creates, implements and coordinates strategies related to expansion of the Network.

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## **3. Limits of expansion**

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Expansion of ELSA should continue until ELSA groups are present in all the universities teaching law in European States as defined in the Article 5.1 of the Statutes.

**DECISIONS RELATING TO  
INTERNAL MANAGEMENT (IM)**

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# Definition

Internal Management is one of the Supporting Areas of ELSA that executes stable management of the Association, ensuring constant development and cohesion within it. It is mainly responsible for Internal Affairs, Knowledge Management, Administration, Communication, Information Technology, Human Resources and Training.

# Responsibilities

## 1. Responsibilities of ELSA International

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ELSA International shall:

- Ensure that all Members and Observers of ELSA comply with the regulations of the association;
- Prepare and distribute the State of the Network Inquiry at least 35 days before the opening of each regular International Council Meeting;
- Solve the disputes arising between National Groups in the Network by means of dialogue when the respective parties cannot reach a mutual agreement amongst themselves and refer the case to ELSA International;
- Update the ELSA website;
- Update the Annexes of the International Council Meeting Decision Book in order to further practical implementation of the Article(s) they are linked to;
- Prepare and send a Monthly Report of the members of the International Board and their deputy officers by the last day of every month to the network's relevant mailing lists;
- Ensure that all official publications of ELSA International are grammatically and syntactically correct by having undergone review before publication from a proofreading team under ELSA International;
- Prepare useful manuals and handbooks and make them available to the Network;
- ELSA International shall have a coaching system in place in order to help develop the National and subsequently the Local Groups of the Network: Every National Group is entitled to have a member of the International Board as its coach. The coach shall be appointed at the beginning of the new term of ELSA International and shall inform the National Group respectively;
- Send out the call for the submission of the Local Group Reports to the Secretaries General of all National Groups before June 1<sup>st</sup> and receive them filled in before July 1<sup>st</sup> every year.  
The report shall include:
  - i. the name of each Local Group;
  - ii. the faculty/faculties in which each Local Group is based and covers;
  - iii. the postal address of each Local Group;
  - iv. the e-mail address of each Local Group;
  - v. the status of each Local Group as member or observer of the National Group;

- vi. the date in which the Local Group acquired membership, if this happened during the last two years.

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## 2. Responsibilities of the National Groups

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National ELSA Groups shall:

- Comply with the regulations of ELSA and ensure that they are known to and implemented by the Local ELSA Groups;
- Submit the information gathered at the International Council Meetings to all the Local Groups;
- Ensure that the English version of their Statutes is submitted to ELSA International.
- Submit the updated address and officers' list of their National Board to the Secretary General of the International Board after the election of a new National Board or after any changes in the National Board;
- Promote international activities on the local level, thus increasing the awareness of ELSA as an international association;
- Organise training sessions in order to improve the board's attitude, skills and ELSA knowledge.
- Ensure that the State of the Network Inquiry for their National Group is properly filled in and submitted to the International Board electronically at least 14 days before the opening of each regular International Council Meeting. Should the quorum of the plenary at the International Council Meeting be at risk, it is at the discretion of the Secretary General of the International Board to accept the State of the Network Inquiry of a National Group properly filled in until the opening of the International Council Meeting;
- Fill in the Local Group Report accurately and submit it in due time to the International Board.

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## 3. Responsibilities of the Local Groups

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Local ELSA Groups shall:

- Comply with the regulations of ELSA.

# Internal Affairs

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## 1. Access to ELSA Activities

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ELSA activities are also open to non-ELSA members, unless otherwise specified.

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## 2. ELSA International

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ELSA International consists of the International Board of ELSA and any person appointed by the International Board to assist in their work and carry out a specific task related to the activities of the association.

### **3. Regulations of the National ELSA Groups**

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3.1 Each National ELSA Group shall have its own decision book.

### **4. One Year Operational Plan**

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4.1 The board of every ELSA Group shall have a One Year Operational Plan (hereinafter OYOP) at the time they are in office.

4.2 The OYOP is not binding but it is used to guide and evaluate the efforts and achievements of the board members during their term in office.

4.3 While drafting their OYOP, the International and National board members shall take into consideration the Strategic Goals of ELSA International.

4.4 A summary of the OYOP of a National Board shall be submitted in English to the International Board before the opening of the first International Council Meeting since the term in office of the National Board members started.

### **5. Transition**

---

5.1 Transition is the process of passing on the knowledge from the preceding to the succeeding officers.

5.2 The International Board as well as each National and Local Group shall ensure good quality of knowledge management by conducting a transition at the end of the term.

# International Council Meetings

## **1. Applications to participate at the International Council Meetings**

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### **1.1 Applications**

1.1.1 Applications have to be submitted by the National Boards. Only one application per National Board shall be submitted to the Organising Committee.

1.1.2 Individual applications can be accepted at the discretion of the Organising Committee.

### **1.2 Deadlines**

1.2.1 The deadline for all applications is at the discretion of the Organising Committee, but shall not be earlier than 2 months before the opening of the International Council Meeting.

1.2.2 Late applications can be accepted at the discretion of the Organising Committee.

### 1.3 Liabilities

1.3.1 The national groups are liable for the payment of the participation fees for the applications they submitted.

1.3.2 Individual applicants are liable for the payment of the participation fees for the applications they submitted.

1.4 The participation fee shall be paid no later than the first day of participating the International Council Meeting. A participant failing to do so shall be reported to the International Board.

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## 2. Participation Fees

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2.1 In each International Council Meeting, the Organising Committee shall cover the participation fee for ELSA International. This fee includes accommodation for 90 nights, and meals, requested from the other participants. ELSA International shall divide the 90 nights among themselves, auditors and former International Board members responsible for presenting the Annual Report, and the Financial Report. The Organising Committee can additionally cover the special fees.

2.2 In each International Council Meeting, the Organising Committee shall cover the participation fee for the Chair and Vice Chair of the plenary for eight nights.

2.3 The Organising Committees of elected hosts of future International Council Meetings and groups applying to host International Council Meetings will be entitled to send three persons to International Council Meetings with delegate fees. This only applies to future and potential hosts that are Local Groups.

2.4 Trainers from the International Trainers Pool, giving training at an International Council Meeting, shall be entitled to attend the International Council Meeting with delegate fees.

2.5 In each International Council Meeting, the participation fee for three International Council Guests, elected at the previous International Council Meeting, shall be covered by the Organising Committee.

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## 3. Workshop procedure

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3.1 Each workshop shall receive an agenda from the responsible IB member to be accepted or amended.

3.2 Each workshop shall elect a Chair, a Vice Chair, and at least two secretaries.

3.3 The candidates for the workshop officers shall be nominated and seconded by ELSA International, a Member or an Observer.

3.4 The Chair and Vice Chair shall ensure that the discussions on the points of the agenda take place in a correct and orderly manner. The Chair and Vice Chair are responsible for the consistent supervision of

the minutes as well as the duly submission of the final version to the Secretary General of ELSA International before the opening of the Final Plenary.

3.5 The secretaries shall keep the minutes of the workshop which will be an appendix to the International Council Meeting Minutes. The secretaries shall finalise the minutes together with the Chair and Vice Chair of the respective workshop before the opening of the Final Plenary.

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#### **4. Rights of the Workshop Participants**

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4.1 Members and Observers have the right to speak in the workshop. The International Board has the right to give others the right to speak in the workshop.

4.2 Members can vote in the workshops.

4.3 Observers have the right to vote in the workshop only for procedural matters, e.g. the election of workshop officers and changes to the workshop agenda. Observers cannot vote on statements, recommendations, and proposals.

4.4 Every Member and Observer Group has only one vote. A National Board can pass the vote to a local representative in case there are no National Representatives present and voting.

---

#### **5. Former International Board at the next International Council Meeting**

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5.1 The International Board as a whole will be relieved from responsibility at the International Council Meeting following their period of office when it has transferred its files and responsibilities to the following board in a satisfactory way.

5.2 To answer any questions about their period of office, the former International Board will automatically be invited to the International Council Meeting following its period in office. This right of audience is limited to their activities while in office.

5.3 The President of ELSA International shall attend the International Council Meeting following his or her board's period of office and give the report to the BEE-workshop and presentation to the plenary concerning the achievements of his or her board during their period of office.

5.4 The Treasurer of ELSA International shall attend the International Council Meeting following his or her board's period of office and give the report to the FM Workshop and presentation to the plenary concerning the final accounts of his or her board during their period of office.

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#### **6. Application to host an International Council Meeting**

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6.1 A written application to host an International Council Meeting must be sent to the Secretary General of the International Board.

6.2 The application shall contain a draft budget, a draft programme and can be supplemented by other relevant material.

6.3 No decision can be taken upon the application earlier than twenty months before the International Council Meeting the group has applied to host.

# International Area Meetings

## 1. Definitions

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1.1 The International Area Meetings are internal ELSA meetings of the officers of the Member and Observer National Groups. There are three different International Area Meetings:

- i. the International Presidents' Meeting (IPM);
- ii. the Supporting Area Meeting (SAM); and
- iii. the Key Area Meeting (KAM).

1.2 The International Presidents' Meeting is a meeting of the Presidents and officers in charge of Board Management, External Relations and Expansion. The aims of the International Presidents' Meeting are to exchange experience, information and ideas existing in the National Groups, to learn from other National Groups, to contribute to the implementation of the decisions made in the International Council Meetings and to prepare for the International Council Meeting.

1.3 The Supporting Area Meeting trains the officers in charge of Internal Management, Financial Management and Marketing. The aims of the Supporting Area Meeting are to exchange experience, information and ideas existing in the National Groups, to learn from other National Groups, to contribute to the implementation of the decisions made in the International Council Meetings and to prepare for the International Council Meeting.

1.4 The Key Area Meeting trains the officers in charge of Academic Activities (and Moot Court Competitions), Seminars and Conferences, and the Student Trainee Exchange Programme. The aims of the Key Area Meeting are to exchange experience, information and ideas existing in the National Groups, to learn from other National Groups, to contribute to the implementation of the decisions made in the International Council Meetings and to prepare for the International Council Meeting.

## 2. Timeframe

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2.1 The International Presidents' Meeting shall meet on a biannual basis, once in winter and once in summer. It shall begin on a Wednesday and end on the following Sunday. The winter International Presidents' Meeting shall start no earlier than the third Wednesday of January and shall finish no later than the third Sunday of February. The summer International Presidents' Meeting shall meet in the first two months of each term of ELSA International.

2.2 The Supporting Area Meeting shall meet on an annual basis in the first two months of each term of ELSA International. It shall begin on a Wednesday and end on the following Sunday.

2.3 The Key Area Meeting shall meet on an annual basis in the first two months of each term of ELSA International. It shall begin on a Wednesday and end on the following Sunday.



**3. Applications to participate at the International Area Meeting**

---

3.1 The President of the International Board or his or her substitute must attend the IPM. National Presidents or their substitutes are invited to attend the IPM. National officers can invite local officers to attend the IPM.

3.2 The supporting area officers of the International Board or their substitutes must attend the SAM. National supporting area officers or their substitutes are invited to attend the SAM. National officers can invite local officers to attend the SAM.

3.3 The key area officers of the International Board or their substitutes must attend the KAM. National key area officers or their substitutes are invited to attend the KAM. National officers can invite local officers to attend the KAM.

3.4 The procedure to participate at the International Area Meeting is as stated in Article 1, International Council Meeting of the Internal Management part.

**4. Participation Fees**

---

4.1 The Organising Committees shall comply with Annex II “Maximum Participation Fee for Statutory Meetings and International Internal Meetings” when charging the participation fee.

4.2 In each International Presidents’ Meeting, the Organising Committee shall cover all expenses for the President of the International Board and two more officers of ELSA International in connection to the IPM, except for travel expenses. The accommodation and meals costs of the aforementioned officers of ELSA International covered by the OC include the five nights of the IPM and maximum 2 extra nights per each one of them.

4.3 In each Supporting Area Meeting, the Organising Committee shall cover all expenses for the supporting area officers of the International Board in connection to the SAM, except for travel expenses. The accommodation and meals costs of the aforementioned officers of ELSA International covered by the OC include the five nights of the SAM and maximum 2 extra nights per each one of them.

4.4 In each Key Area Meeting, the Organising Committee shall cover all expenses for the key area officers of the International Board in connection to the KAM, except for travel expenses. The accommodation and meals costs of the aforementioned officers of ELSA International covered by the OC include the five nights of the KAM and maximum 2 extra nights per each one of them.

**5. Application to host an International Area Meeting**

---

5.1 Any Member National Group of ELSA or any member Local Group of a Member National Group of ELSA is eligible for applying to host an International Area Meeting.

5.2 The International Board issues a call for hosts and sends out a host agreement with terms to be agreed upon between the two parties and, after examining the applications received, appoints them.

5.3 The Organising Committee has to provide a minimum of 50 spots for participants. The total amount of participation spots of the IPM shall be limited to 70 people. The Organising Committee must communicate the exact amount of participation spots to the President of the International Board or his or her substitute attending the IPM by latest 30 days prior to the start of the IPM.

5.4 All applications from Local Groups shall be submitted to the International Board by their respective National Group.

5.5 Local Groups may only apply on their own behalf if:

- i. there is no National Board in their country
- ii. their National Board has persistently refused to offer their administrative support to the Local Group, proven to the satisfaction of ELSA International.

# Human Resources

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## 1. Introduction

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1.1 The Human Resources Model of ELSA constitutes a framework to be implemented throughout the Network and in all areas of activity provided, with the purpose of increasing the quality and quantity of ELSA Members in the Member countries.

1.2 This section of the Decision Book shall only be regarded as a summary of the Human Resources Model of ELSA, which constitutes a separate comprehensive framework.

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## 2. The Human Resources Model of ELSA

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2.1 The Human Resources Model is divided into four processes:

- a. Attraction and Selection;
- b. Training and Development;
- c. Engagement and Retention;
- d. Transition and Exit.

2.2 The Attraction and Selection process takes place across all levels of ELSA. It concerns every current and potential ELSA member and is subdivided into:

- i. Attraction,
- ii. Selection, and
- iii. Recruitment.

2.2.1 Attraction is the first step in approaching new members. It is an ongoing process with a special focus at the beginning of the term.

2.2.2 Selection is the next step in approaching members who identify with the Philosophy Statement of ELSA.

2.2.3 Recruitment is the final step of the Attraction and Selection process. This is realised by appointing the members and integrating them into the activities of ELSA.

2.3 The Training and Development process takes place across all levels of ELSA. This process aims to create a sense of solidarity towards ELSA and supports the development of personal and professional skills. It is subdivided into:

- i. Agreement,
- ii. Choice,
- iii. Training, and
- iv. Development.

2.3.1 Agreement is a necessary step to ensure that the active member and the board remain dedicated towards their work for ELSA.

2.3.2 Choice is a necessary step to enable the active member to make an informed decision in regards to the most suitable role in ELSA.

2.3.3 Training is a necessary step to develop the skills and knowledge of members that relate to specific useful competencies in regards to their chosen ELSA role.

2.3.4 Development is a necessary step to encourage inclusivity of the active member by working effectively with the responsible board member.

2.4 The Engagement and Retention process takes place across all levels of ELSA. This process aims to motivate and encourage the active member to continue their work for successive terms. It is subdivided into:

- i. Accommodation;
- ii. Motivation;
- iii. Engagement, and
- iv. Retention.

2.4.1 Accommodation is a necessary step to establish the active member as a part of the team. This is realised through integration, inspiration and encouragement.

2.4.2 Motivation is a necessary step to encourage independent growth of the active member by working effectively with the responsible board member.

2.4.3 Engagement is a necessary step to involve the active member into decision making processes. This furthermore ensures the engagement and integration of the active member into the team.

2.4.4 Retention is a necessary step to effectively maintain ELSA knowledge across all levels of ELSA. The purpose of retention is to recognise the importance of continued progression and future involvement.

2.5 The Transition and Exit process takes place across all levels of ELSA. This process aims to maintain involvement of experienced members within ELSA. It is subdivided into:

- i. Decision,
- ii. Search,
- iii. Transfer, and
- iv. Alumni.

2.5.1 Decision is the step whereby the member defines the extent of their future involvement in ELSA.

2.5.2 Search is a necessary step in taking responsibility for the continuity of ELSA. This is realised by actively seeking suitable candidates for relevant opportunities.

2.5.3 Transfer is a necessary step to ensure that previously gained knowledge and experience remains within ELSA. This is realised by providing a quality transition or an extensive archive.

2.5.4 Alumni is a step that provides the opportunity to remain within the ELSA community.

---

### **3. Implementation of the Human Resources Model**

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3.1 The Human Resources Model is a tool that can be adapted by each group to their own need.

# ELSA Training

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## **1. Definition**

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1.1 A training seeks to develop skills and knowledge of ELSA members that relate to specific useful competencies. A training aims at enhancing the potential of our members and officers, helping them to work more effectively.

1.2 There are two types of ELSA Training:

- a. Soft Skills Training that is aiming at developing personal attributes that enhance an individual's interactions, career prospects, and job performance.
- b. Officers' Training that is aiming at developing the members to be fully equipped as ELSA officers.

1.3 The International Trainers' Pool (hereinafter the ITP) is the main body of ELSA Training.

---

## **2. Minimum Quality Standards**

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2.1. Every ELSA Training in the Network provided by an ITP Trainer has to meet the following quality standards:

- a. The Training has to last at least 3 hours;
- b. The Training cannot include more than 20 participants per 1 Trainer.

2.2. The Trainer shall fill in the evaluation form of the delivered Training Session no later than 14 days after the closing of the Training Session.

2.3. The Organising ELSA Group shall fill in the evaluation form of the delivered Training Session no later than 14 days after the closing of the Training Session.

2.4. The Trainer shall deliver at least 3 hours of Training Sessions per 2 years to continue his/her enrolment in the International Trainers' Pool. The International Board may ask for a clarification of passive involvement in the International Trainers' Pool.

### **3. ITP Training Request**

---

2.1 In order to apply for a trainer from the ITP, the Organising ELSA Group shall fill in the ITP Training Request.

2.2 The Secretary General of the International Board appoints a trainer for the requested event.

2.3 The Organising ELSA Group is expected to cover travel and accommodation costs for the appointed trainer.

### **4. Responsibilities of the International Board**

---

3.1 The International Board shall annually organise the Refreshment Weekend and the Train the Trainers' Week. The hosts for these events shall be appointed by ELSA International at least six month prior to the events. The dates for the events shall be set and communicated to the network at least three months prior to the event.

3.2 The Train the Trainers' Week is aiming to recruit new trainers to the ITP. Based on the results and a feedback of hosting trainer(s) of the event, the International Board is appointing new trainers to the ITP.

3.3 Refreshment Weekend is meant to conserve and enhance the quality of the ITP trainers. The sessions of the event are hosted by the experienced ITP trainer or the training companies who are partners of ELSA. The academic program for the event is developed by ELSA International and the ITP itself.

# Information Technology

### **1. Websites in the network**

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1.1 Each National Group is responsible for maintaining an up-to-date website. As far as the local group has its own website these regulations shall be followed as well.

1.2 The address of the website should be one of the following two options. The first option should contain the prefix "elsa-", the name of the country in English and the top-level-domain ".org". Alternatively the respective country-code top-level-domain can be used. The second option should contain the respective country-code, the abbreviation ".elsa" and the top-level-domain ".org".

Domains for local groups should be set up in the same way. They can also be configured as sub-domains of the domain of the respective national group.

Examples:      www.elsa-norway.org or www.elsa-norway.no

Local group addresses: www.elsa-oslo.org, www.elsa-oslo.no, www.oslo.elsa-norway.org,  
www.oslo.elsa-norway.no.

1.1 The website shall provide at least the following information:

A general description of ELSA, ELSA's Philosophy Statement, contact details, current international events and a link to the website of ELSA International. This information shall be available in English.

1.4 The general information about ELSA shall be in line with the information provided on ELSA International's website.

1.5 The ELSA logo shall be displayed on the website.

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## **2. E-mail communication**

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2.1 The official e-mail addresses of each ELSA Group shall be the following: president@, secgen@, treasurer@, marketing@, academicactivities@, mootcourts@, seminarsconferences@, step@, followed by the domains mentioned in 1.2. The official e-mail addresses can also include the name or the abbreviation of the Local Group inserted between the title and the @. The domain for email addresses can in addition to the ones mentioned in 1.2 be the country abbreviation followed by .elsa.org.

2.2 The e-mail signatures shall contain at least:

- a. the name of the officer;
- b. the position the officer holds or the area he/she is responsible for;
- c. the name of the ELSA Group;
- d. the postal address of the ELSA Group; and
- e. the ELSA logo in combination with the name of the National or Local Group.

2.3 The Garamond font or a variation thereof shall be used for e-mail communication. There can be two exceptions for the implementation of this provision:

- i. if it cannot be supported by the service and/or software;
- ii. if the font does not support the national characters of the respective ELSA Group.

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FINANCIAL MANAGEMENT (FM)**

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# Quality in Financial Management

Quality in financial management is based on financial principles. These are the principle of truth, the principle of transparency, the principle of completeness and the principle of continuity.

## Payment Agreements

Payment agreements create clear payment regulations and thus ensure a certain degree of security for both parties involved in the agreement.

A payment agreement between ELSA and a National Group shall be in written form signed by both parties either through a digital or original signature.

The following content shall be mandatory within an agreement:

- Name and address of both parties;
- Current debt at the time of the agreement and a detailed description of the composition of the debt;
- The repayment procedure;
- Bank account details of the creditors.

Payment Agreements shall be revised before each International Council Meeting.

If they are in no condition to fulfil the obligations generated by the agreement, the debtors shall provide ELSA with all the documents needed to prove their financial difficulties. If they fail to do so, ELSA may apply a penalty fee up to 5% of the outstanding amount for each unpaid instalment.

## Reimbursement regulations

### 1. Definition

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1.1 Reimbursements are monetary compensations paid for expenses made in behalf of ELSA International.

### 2. General regulations

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- a. Reimbursements will only be paid for expenses which have occurred after prior consultation of the International Board.
- b. Reimbursements must be claimed with a form provided by the International Board upon request.
- c. All expenses for which the reimbursement is asked for must be backed up with receipts or copies of the original receipts.



- d. All receipts which are not in English must be accompanied with a cover letter explaining the meaning of the receipt, unless it is apparent what the receipt is provided for.
- e. All receipts which are in other currency than in Euros must be accompanied with a currency conversion in which the conversion date is the date of the transaction. In case the currency exchange rate has changed significantly during the time between the date of transaction, the date of the initial claim and the date of payment, the Treasurer shall choose the conversion date on which the value of the other currency is closest to, but not less than the amount spent in the other currency.
- f. Reimbursements must be initially claimed within 12 months from the date of the expense.

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### 3. Reimbursements for using a private car

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- a. In a case a private car is decided by the International Board to be the most efficient way of transportation, the reimbursement will be paid as a fixed mileage allowance per kilometer.
- b. The amount of kilometers is provided by the person seeking the reimbursement based on the recorded difference in the number of the cars odometer in the beginning and end of the journey.

The fixed mileage allowance is the standard mileage allowance used in Belgium as published in a Royal Decree.

# Damages caused to ELSA

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## 1. Definition

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- 1.1. For the purpose of these regulations damages mean monetary losses to ELSA caused directly by intent or by gross negligence of an International Board member.
- 1.2. Gross negligence shall be interpreted as a lack of adequate precautions of a normal diligent person to prevent a damage that is foreseeable for the International Board member in question.
- 1.3. To fall under these regulations the damages must be clearly measurable and relate to a single event or action.
- 1.4. Damages of this type should be reimbursed to ELSA.
- 1.5. These regulations do not waive the possibility of ELSA to seek larger reimbursements through court procedures.

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## 2. Procedure by the International Board

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2.1 Any International Board member may take up a damage caused by him or herself or other Board Member in a board meeting. If the International Board finds damage to fall under the definition of the article 1 above with a simple majority vote, the damage will be reimbursed to ELSA in accordance to article 4 below.

2.2 If the International Board member obliged by a vote to reimburse damages to ELSA does not accept the result of vote, he or she may formally request to have a vote by the International Council at the next International Council Meeting. The request shall be included in the working materials.

### 3. Procedure by the International Council

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3.1 The International Council shall vote on the liability of the Board Member that requested it with simple majority.

### 4. Payment procedure

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4.1 After the decision about reimbursing damages is done in accordance to either article 2 or 3, the International Board member obliged to make the payment will agree about the payment schedule with the Treasurer of the ELSA International. If the Treasurer is the one responsible for making the payment, he or she will agree about the payment schedule with the President of ELSA International.

4.2 If the Board member refuses to make the payment or does not follow the agreed payment schedule, the amount due to ELSA International will be reduced to his or her remuneration for the month following the refusal or breaching of the payment schedule.

Regardless of the monetary value of the damages caused, the total reimbursement claimed shall not exceed the amount of monthly remuneration regulated in the Remuneration part of the Decision Book.

## Fees

### 1. Membership Fee

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1.1 The Membership Fee (MF) is calculated through an define constant (C) multiplied by a coefficient (X) defined by the Annual General Income of the relevant National Group.

1.2 "Annual General Income" (AGI) is the general income of the National Group gathered in the immediate previous financial year expressed in EURO. It shall include membership fee from local groups, non-project partnerships, unrestricted grants, donations and marketing revenues as stated in the immediate last State of the Network.

The Constant (C) is set as 500

The Coefficient (X) shall be obtain base on the following chart:

If  $AGI < 1000$ ,  $X = 0,2$

If  $1000 < AGI < 4999$ ,  $X = 0,5$

If  $5000 < AGI < 9999$ ,  $X = 1$

If  $10000 < AGI < 19999$ ,  $X = 2$

If  $20000 < AGI < 29999$ ,  $X = 4$

If  $30000 < AGI < 49999$ ,  $X = 5$

If  $50000 < AGI < 69999$ ,  $X=8$

If  $AGI > 70000$ ,  $X=10$

1.3 The Membership Fee for a National Group is calculated in the following way:

$MF=C*X$

1.4 National Groups becoming Members at the Spring International Council Meeting will be taken into the Membership Fee calculations for the following year and invoiced together with the rest of the National Member Groups. A National Group becoming a Member at the Autumn International Council Meeting will not pay the Membership Fee for the year in which it becomes a member.

1.5 The AGI shall be collected through the State of the Network inquiry. In case of unclarity, the interpretation of what should be comprised in the AGI is left to the International Board of ELSA.

1.6 In the case that the AGI is not initially in EURO and need to be converted, the exchange rate that shall be used is the one which is prevalent on the last day of the previous financial quarter.

1.7 Non-communication of the AGI or falsification of the data, intentional or not, shall automatically raise the coefficient (X) of the offender to the next threshold.

1.8 Each National Group may ask the Treasurer of ELSA International if it is possible to get the calculation sheet for their Membership Fee.

1.9 This calculation method will be enforced starting the first of January 2020. For the term 2019-2020, the National Groups shall be invoiced based on the previous calculation method. The aforementioned invoice shall be accompanied by an email explaining how much the National Group would have had to pay if the new calculation method was enforced.

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## 2. Administration Fee for Observers

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National observer groups are to pay an annual administration fee of 50 Euro.

# Event Fees

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## 1. Publishing the GNI numbers

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The GNI per capita (measured in PPP) data of the ELSA countries from the World Bank online data catalog is to be made available to the National Groups together with the relevant invoice through a direct link to the data catalog on the World Bank website, which shall be sent out together with the invoice

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## 2. List of Favoured Countries

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2.1 The list of favoured countries is based on the GNI per capita (measured in PPP), as available on the World Bank online data catalog on the World Bank website.

2.2 The list of favoured countries consists of any country with GNI per capita (measured in PPP) equal to or lower than 21.000 International dollars.

2.3 This demarcation number shall be indexed at the end of each year, with the average increase in GNI per capita (measured in PPP) of all national ELSA groups. The average increase in GNI per capita (measured in PPP) shall be based on the most recent yearly data from the World Bank online data catalog compared to the second most recent yearly data.

2.4 Any country not found in the World Bank online data catalog shall be considered a favoured country.

2.5 Members of ELSA's Partner Students' Associations can attend events in the Network paying a participation fee equal to the fee of non-favoured countries.

2.6 The International Board its Directors and Assistants shall be considered to be from a favoured country when participating in an event in relation to their work. Trainers from the International Trainers' Pool shall be considered to be from a favoured country when participating in an event in order to give one or more training sessions.

2.6 The International Board is to update and publish the list of favoured countries by the end of each year. Should there be no change from the most recently published list of favoured countries, this information shall be provided along with a copy of the most recently published list of favoured countries

2.7 Should the economic situation of a National Group be deemed unstable to the point where it would render inaccurate the use of the GNI to assess its financial state, the International Board can decide upon request to grant the status of Favoured Country for the duration of their term. A statement explaining the factors taken into account of the decision should be sent to the Network no later than seven working days after it is taken

### **3. Maximum Participation Fee for Statutory Meetings and International Internal Meetings**

The maximum participation fee for both International Statutory Meetings and International Internal Meetings shall be charged as provided in Annexes I and II to the FM part of the Decision Book.

The maximum participation fees for favoured and non-favoured countries shall be calculated and charged per person per night.

The participation fee shall include:

- the academic programme;
- accommodation;
- meals;
- administrative costs.

If any additional charges are imposed, they shall be disclosed to the Network together with the application forms for the meeting.

#### **4. Maximum Participation Fee for International S&C Events**

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The maximum participation fee for participants of International S&C events shall be charged as provided in Annexes I and II to the FM part of the Decision Book.

The maximum participation fees for favoured and non-favoured countries shall be calculated and charged per person per night.

This participation fee shall include:

- the academic programme;
- the social programme;
- accommodation;
- meals;
- administration costs.

Notwithstanding Annexes I and II to the FM part of the Decision Book, non-members and non-students may be charged different participation fees by the organising group of the event.

For the purposes of this article, S&C events shall not include Study Visits, ELSA Law Schools and International Conferences of ELSA.

#### **5. Maximum Participation Fee for International Conferences of ELSA**

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The maximum participation fee for participants of the International Conferences of ELSA per participant per day shall be the following:

Non – Favoured Countries: 35 €

Favoured Countries: 30 €

This participation fee shall include the following:

- the academic programme;
- the social programme;
- lunch and at least one coffee break according to the duration of the official programme;
- a welcome package and
- administrative costs.

The maximum extra fee for a Gala Ball/ Gala Reception shall be 50 €.

Non-members and non-students may be charged different participation fees by the organising group of the event.

#### **6. Maximum Participation Fee for ELSA Law Schools**

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The maximum participation fee for an ELSA Law School per participant - the division between favoured and non-favoured countries as stated in Annex I to be considered - shall be the following

Non-favoured countries:

350 € for the first seven days of the ELSA Law Schools  
50 € for each additional day of the official programme of the respective ELSA Law School

Favoured countries:

315 € for the first seven days of the ELSA Law Schools  
45 € for each additional day of the official programme of the respective ELSA Law School

The maximum participation fee for favoured and non-favoured countries shall be calculated and charged for the whole ELSA Law School. There shall not be a lower fee for participants not staying for the full official programme.

This participation fee shall include:

- the academic programme;
- the social programme;
- the cultural programme (e.g. sightseeing);
- accommodation;
- breakfast for every day excluding the day of arrival;
- lunch for every day excluding either the day of arrival or the day of departure;
- dinner for every day excluding the day of departure;
- transportation during the official programme of the ELSA Law School; and
- administrative costs.

The maximum extra fees are:

50 € for Gala Ball or Gala Reception;  
30 € for Transfer from/to expectable point of arrival.

The exact amount of all fees shall not be changed after 28 days prior to the opening of the application period as stated in the ELSA Law Schools' calendar.

Different participation fees may be charged by the organising group of the event to non-members.

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## 7. ELSA Law Schools Administrative Fee

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To create an ELSA Law School and thereby being a part of the biannual ELSA Law School Cycle an administrative fee of EUR 250,00 has to be paid towards ELSA by the respective Organising Group.

The due date for the payment of the administrative fee shall be one week after the deadline for the payment of the participants to the respective Organising Group.

If in any case the ELSA Law School has to be cancelled, the administrative fee shall be waived.

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## 8. Indexation

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The maximum participation and extra fees for Statutory Meetings, International Internal Meetings, and S&C Events, as laid down in Annex II to the FM part of the Decision Book shall be indexed with the inflation rate of the Euro, as stated by the European Central Bank, every 1st of January. The amount shall

be rounded to the nearest natural number. The basis for indexation shall be the maximum participation fee as calculated for the previous year, up to two decimal points.

After the indexation a notification about the updated Annexes of the Decision Book shall be sent to the Network through relevant mailing lists.

## Remuneration

Members of the International Board of ELSA shall be entitled to a remuneration of EUR 350.00 per month.

In the event of a vacancy in an area within the International Board, the Deputy Officer responsible for fulfilling the tasks of the vacant area working fulltime in the ELSA headquarters shall likewise be entitled to a remuneration of EUR 350.00 per month.

During the month of July, the Members of the incoming International Board of ELSA shall also be entitled to a remuneration of EUR 350.00 each for this month. This also applies to incoming Deputy Officers.

# The ELSA Development Foundation

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## 1. Definition and Purpose

The ELSA Development Foundation (hereinafter EDF) is a Foundation financed collectively by National Groups to help overcome structural weaknesses within the Network. The purpose of the Foundation is to financially support measures and activities within the Association that further the vision, purpose and means of ELSA. The Foundation is founded in accordance with Belgian law. The Foundation shall be managed by the Board of Directors.

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## 2. Modes of Support

The EDF may be used to support the following measures, events and activities:

### (A) Project Support

- (A.1) Financial assistance for events constituting a core activity of ELSA. Core activity is any activity or project connected to the Key Areas according to the Decision Book.
- (A.2) Financial assistance for regional cooperation events gathering more than one Member country.

### (B) Training Support

- (B.1) Financial assistance for international training events, or international events incorporating training sessions, organised to increase awareness of ELSA, or dealing in specific ELSA areas to

qualify as international, at least half of the participants shall not be from the country of the organising National or Local Group.

(B.2) Travel and/or accommodation expenses of trainers for training events or sessions organised by National Groups or Local Groups.

(B.3) Travel and/or accommodation expenses of National Board members for training sessions organised by ELSA International and National Groups.

Training support will be granted only to events and sessions delivered in English.

**(C) Structural Support**

(C.1) Financial assistance for organizing International Council Meetings, International Presidents Meeting, Key Area Meeting or Supporting Area Meeting

(C.2) Financial assistance for internal events aimed at developing Officers' Skills and knowledge.

(C.3) Financial assistance for the participation of the National Board members to Statutory Meetings. The contribution shall only cover travel and/or accommodation expenses.

**(D) General Support**

(D.1) Financial assistance for a National Group that is in danger of insolvency due to force majeure event if all other options have been exhausted.

(D.2) Financial assistance for the Network wherein the EDF can buy off the debts of a National Group towards ELSA International.



### **3. Eligible Applicants**

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The following Groups are eligible to apply to EDF:

- a. Local Groups
- b. National Groups
- c. Cooperation of Local or National Groups - in such cases, the applicable regulations are determined based on the majority of the members of the cooperation.

### **4. Local Groups eligibility Criteria**

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4.1 Local Groups may only apply for project support or training support.

4.2 All applications from Local Groups shall be submitted to the Board of Directors by their respective National Group.

4.3 Local Groups may only apply on their own behalf if:

- a. there is no National Group in their country;
- b. their National Group has persistently refused to offer their administrative support to the Local Group, proven to the satisfaction of the Board of Directors.

4.4 Local Groups may only apply if they are lacking financial resources.

### **5. National Groups eligibility Criteria**

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5.1 National Groups may apply for all modes of support.

5.2 National Groups may only apply if they are lacking financial resources.

### **6. Application Procedure**

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#### **6.1 Application Form**

6.1.1 Every EDF applicant shall submit the application form in due time and complete all the information required.

6.1.2 The use of EDF templates, to be found on the Officers' Portal of ELSA International, is mandatory.

6.1.3 The application for project or training support shall include the following information:

- a. general and financial information about the applicant;
- b. description of the project;
- c. estimation of the impact of the grant on the situation of the applicant group;
- d. detailed budget of the project.

6.1.4. The application for structural support shall include the following information:

- a. general information about the applicant
- b. detailed financial information about the applicant
- c. the available final or interim accounts approved for the previous financial year and the approved budget for the term
- d. impact of the financial support on the National Group and on the Network
- e. detailed description of the activity
- f. detailed budget of the activity

## 6.2 Timeline for Project and Training Modes of Support

6.2.1 The EDF granting timeline is divided into four cycles. The ends of the four cycle application periods for their term in office shall be announced to the Network by the Board of Directors of the EDF within the first week of their term. In case the dates are not announced during this period, the cycle application periods end on the last day of September, December, March and June by default. The ends of the cycle application periods may not differ from these default dates by more than two weeks.

6.2.2 The applicants may apply for EDF support only during four cycles – during the cycle in which the event or activity is opened, at the soonest within the two cycles before the event or activity is opened, and at the latest within the cycle, after the event or activity is opened.

6.2.3 Within two weeks after the end of a cycle, the Board of Directors shall review the applications and decide on the funding. The result of any application shall be communicated to the applicants within one week after the decision has been made.

6.2.4 The Board of Directors may ask the applicant to re-write the application form, including more information, stating the areas which are lacking or which need to be improved. The re-written application will be evaluated as if it were an original application. In this case, a new timeline shall be set for the applicant by the Board of Directors.

## 6.3 Timeline for Structural Mode of Support

6.3.1 The application timeline for Structural support C1 and C2 comply with the application cycles of EDF.

6.3.2. The application period for structural support C3 is set between four and one week before the application period of the Statutory Meeting closes, at the discretion of the Board of Directors.

6.3.3. The application period for structural support C3 shall be announced in the Treasurers' mailing list at least one week before its opening.

## 6.4 Exceptional Procedure

The Board of Directors may exceptionally accept a submission received after the end of the cycle, to be evaluated along other applications received for the respective cycle. This exception may not be granted, if the application was received later than two days after end of the cycle.

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## 7. Evaluation

7.1 The evaluation is conducted in two phases:

7.1.1 Preliminary Evaluation. The preliminary evaluation is focused on the fulfilment of the eligibility criteria.

7.1.2 Content Evaluation. In deciding whether or not to grant an applicant, and how much of the amount requested may be financed, the Board of Directors shall take into account the following criteria:

- i. the quality of the submitted application form;
- ii. the quality of the plan of action and draft budget;
- iii. the quality of the event or the activity;
- iv. the multiplier effect that financing the event or activity would have on the Network;
- v. the impact on the resources currently available in the EDF;
- vi. the priorities of the EDF for the term. The priorities are set by the Board of Directors and announced through the Presidents' and Treasurers' mailing list in August for the whole year.

7.1.3 With regards to the structural mode of support, these additional award criteria apply:

- i. level of active participation of the applicant group at the international level;
- ii. level of compliance and implementation of the international regulations.

7.2 The Board of Directors has the liberty to decide on the amount to be granted on the application. The amount granted can be restricted to be used for a specific purpose.

7.3 The amount awarded for Structural Support cannot exceed 25% of the annual income of the Foundation. If, by the beginning of the application period for structural support C3 concerning the Spring International Council Meeting, less than 50% of the annual EDF income has been spent, this limit shall be forgone until the next financial year.

7.4 The amount awarded and communicated to the applicant is final, and may not under any circumstances be exceeded because of a surplus in receipts, or for unforeseen expenses borne by the applicant.

7.5 Board of Directors' members, who have been part of the National Group, whose application is being discussed, shall abstain themselves from the voting.

7.6 In case the event or the activity applied for relates to a Key Area, the Board of Directors shall invite the respective Key Area officer from the International Board of ELSA to the meeting and take his input into account in deciding whether or not to grant an application.

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## 8. Payment Procedure

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In order for the applicants to be paid the amount granted, they must comply with the following regulations:

### 8.1 Reporting Procedure

- i. The applicant shall submit the Activity Report, the Financial Report and the receipts relating to the event or activity, for which the grant was awarded, within four weeks of its conclusion, or along with the application, in case the event or activity has concluded before the application was submitted.
- ii. The Activity Report shall include information regarding the event or activity itself, the experiences of the persons present, and the expected multiplier effect from the organisation or attendance of such activity or event.
- iii. The Activity Report shall include information regarding the measures that were taken concerning the search for sponsors and partners for the respective event. The Board of Directors can ask for proof they deem necessary if there are doubts about the information given.
- iv. The Financial Report shall clearly determine, supported by the receipts meeting the criteria of the following article, the profit and loss statement of the event or activity.
- v. The receipts submitted must contain clearly legible dates, details of transactions and amounts, and must be issued by entities with the legal capacity to issue such receipts. In case the receipts are not in English, a brief translation of the content must be provided. Payments not made in Euro shall be supported with a conversion into Euro, with the exchange rate at the date of the payment, as proved by the relevant receipt.
- vi. The Board of Directors reserves the right to unilaterally reject an Activity Report, a Financial Report or to exclude a receipt or receipts from the final payment, if they fail to fulfil the requirements of this Article. In such cases, the Board of Directors may ask the applicant to re-write specific parts of the Activity Report or Financial Report, and provide the applicant with a new deadline for the submission. Upon timely submission, the newly amended Activity Report, Financial Report, receipt or receipts shall be taken in as applicable, to the exclusion of the ones originally submitted.
- vii. The Board of Directors may provide an applicant with a reporting template to be filled, in which cases the template must be used.

## 8.2 Crediting Procedure

- i. Within four weeks of the accepting of the Report, the Board of Directors shall directly credit the relevant amount to the bank account of the applicant.
- ii. If either the accepted Activity Report or the Financial Report or the receipts have not been submitted to the Board of Directors by the applicant in due time, the grant awarded shall expire, and no claim for payment may be made in its regard thereafter.
- iii. One week before the expiration of the grant, the Chairman of the EDF shall inform the applicant about the upcoming deadline to submit the Report.
- iv. The Board of Directors may extend the deadlines for providing the Activity Report or the Financial Report or the receipts upon a valid and reasonable request of the applicant, which has been submitted to the Board of Directors before the expiration of the grant.

## 8.3 Amount credited

- i. The maximum amount which will be paid out from the awarded grant shall be limited by the loss made by the applicant. An event or activity may never become profitable due payment of the awarded grant.

- ii. If the Board of Directors has named a purpose to which the awarded grant shall be used and the expenses for this purpose are lower than the awarded grant, the Board of Directors may limit the credited amount to these expenses.
- iii. A National group may only be granted a base amount of EUR 2.500 per year, plus an additional EUR 100 per Local Group, up to an absolutely Maximum of EUR 4.000.

#### **8.4 Exceptional procedure**

As exceptional procedure, it is possible for the applicant to officially request the payment of up to 75% of the granted amount in advance.

The request shall include supporting documents to justify the need.

The Request will only be accepted if:

- Receiving the grant beforehand is essential for the existence of the project;
- The financial situation of the Group justifies such demand;
- The National or Local Group requesting the exceptional procedure have no history of bad reporting or pending reports.

If the Board of Directors accept the request, the amount will be transferred in advance, but it will be confirmed after the submission of the report. If the amount is not confirmed, a financial obligation for the restitution of the amount will rise for the applicant group.

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### **9. Financing of the Foundation**

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#### **9.1 Source of the Foundation**

- i. National Groups shall pay a yearly contribution to the EDF comprised of the following:

6% of all money fundraised in one financial year as a general sponsorship from external relations that are classified as international;

2.5% of all money fundraised in one financial year as a general sponsorship from external relations that are classified as national;

The Member National Groups shall pay a minimum of EUR 100,00 and a maximum of 3.000,00 per financial year.

- ii. The board of Directors of EDF may also accept donations to the EDF from other individuals, groups or associations which are aimed at furthering the purposes of the Foundation and the Association in general.

#### **9.2 EDF Report**

- i. The National Groups shall submit a yearly report to the Board of Directors of EDF with the amounts they received from their general sponsors in the period between the 1st of August and the 31st of July of the previous financial year.

- ii. This report shall be submitted to the Board of Directors of EDF by the 31st of August of the year of invoicing, even if the National Group had not obtained any money through general sponsorship in the previous calendar year.
- iii. If the National Group does not inform the the Board of Directors of EDF by the date mentioned above, the International Board shall invoice the National Group the maximum amount possible, stated in Article 9.1.i o the EDF Part of the Decision Book. The non-diligent National Group can rectify the amount by filling the EDF Report by the end of the term.

### 9.3 Integration

The fulfilment of the financial obligations towards the ELSA Development Foundation is a requirement for the fulfilment of the financial obligations towards ELSA as article 11.5 of the Statutes of ELSA.

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## 10. Administration of the Foundation

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10.1 The financial year of the EDF is from the first day of August until the thirty-first day of July.

10.2 The Treasurer of ELSA International is responsible for the administration of the EDF and will be appointed as a Chairman of the EDF.

10.3 The Chairman of EDF shall prepare interim accounts to be presented to the Spring International Council Meeting and final accounts to be presented for approval of the Autumn International Council Meeting.

10.4 The Chairman of EDF shall prepare reports to be presented during each International Council Meeting. The report shall contain statistical information regarding the number and the type of applications and a detailed description of the usage of the funds.

10.5 At the end of the last cycle of the year, the Chairman of EDF shall publish the list of funded projects of the term and an official Annual Report within 30 days from the end of the term.

10.6 The Board of Directors can authorise the Chairman to independently make any decision regarding the application procedure except for the decision to grant an application according to article 6.2.2 of The ELSA Development Foundation section hereto. Such decision of the Chairman shall be duly numbered and documented.

10.7 Decisions of Chairman shall be evaluated in the following Board of Directors meeting. Board of Directors can withdraw the authorization of the Chairman at any time. Decision made so far by the Chairman shall not be affected by withdrawal of the authorization.

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## 11. Auditing of the Foundation

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11.1 Auditors of ELSA International shall be appointed as Auditors of the EDF by the Board of Directors, after positive recommendation of the International Council of ELSA.

11.2 The Auditors shall present their audit report and certification concerning the interim and the final accounts to the International Council at the International Council Meeting of ELSA.

## **12. Capitalising of the Foundation**

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12.1 The annual income of the Foundation shall be capitalized by a 6% on an annual basis, meaning that 94% of the annual income of the Foundation could be spent by the Board of Directors. 6% of the annual income will be deposited on the savings account of the Foundation.

12.2 The Board of Directors is not entitled to grant from the capitalized amount.

## **13. The ELSA Development Foundation Award**

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### **13.1 Definitions**

The ELSA Development Foundation Award is a competition between National Groups for the best development projects of the term.

Development in this context means strengthening the National/Local Group as well as the whole network. There will be three different awards focusing on different goals. These are the respective awards:

- i. Social responsibility award
- ii. Network award
- iii. Innovation award

### **13.2 Funding and prizes**

The EDF Award is funded through sponsoring or donations for the respective award.

The EDF Award will assign monetary prizes based on sponsoring or the donations it would have received in the previous cycle. The Board of Directors shall set the number of prizes and their amount based on the donations received. Said donations must be spent in their entirety. The amounts are set after the closure of the fourth EDF Cycle of the term. The prizes are announced with the official opening of the competition.

The respective sponsor or donor can name the award for the time during which the award is financed by them.

The respective sponsor or donor shall give recommendations on the applications relating to the award financed by them.

The National Groups awarded will have to make a presentation of their projects during the Autumn International Council Meeting following the proclamation of the award recipients.

### **13.3 Eligibility**

National Groups of ELSA can participate with up to three projects, organised directly by them or by their Local Groups. If a project organised by a Local Group is awarded, the prize must be transferred to the Local Group.

### **13.4 Timeline**

The specific timeline for the competition is annually announced at the Spring International Council Meeting of ELSA. The call for submissions shall open every year after this announcement.

The submission period closes three weeks before the opening of the Spring International Council Meeting.

The awarded projects shall be announced at the Spring International Council Meeting.

### 13.5 Submission Process

For each application, National Groups shall submit the following information:

- i. Information about the National Group: general information, financial information, available final or interim accounts approved for the previous financial year, One Year Operational Plan, Activity Report.
- ii. Information about the project: aims of the project, activity description, budget and financial realisation, participants' feedback, impact on the Network, fulfilment of the aims.
- iii. Information about the Local Group in case the project is organised by the Local Group.

If an awarded National Group is proved to have declared false information, it is banned from the award for three years and has to pay a penalty fee of 200 Euro in addition to the restitution of the prize. False declaration can be proved up to one year after the relevant award.

### 13.6 Award Criteria

The ELSA Development Foundation Award is focused on the following areas of interest:

- a. Social Responsibility
  1. The Social Responsibility Award aims to encourage event that have a positive effect in Society or a community.
  2. The main purpose of this Award is to make the Network defend the values of ELSA and make an impact on the current society
- b. Networking
  1. The Networking award aims to strengthen the network as a whole. It shall support cross-border events with an academic purpose.
  2. At least two groups from different countries must participate in such an event.
  3. International or regional officers' meetings are not eligible for the award.
  4. Events such as Study or Institutional visits are not eligible for the award.
  5. Regional rounds of ELSA International projects are not eligible for the award.
- c. Innovation
  1. The innovation award aims to create new events with an academic purpose. The award shall motivate Local and National Groups to be innovative.
  2. The main purpose is to make ELSA innovative and therefore helps to strengthen the reputation of the association.
  3. Any event that has taken place for the first or second time in the network is eligible for the award. Just small changes in the concept are not regarded as innovative.

The areas of interest must be revised every three years.



### 13.7 Evaluation

The evaluation is conducted by the Board of Directors in compliance with the General EDF Evaluation criteria set in Article 7 and Article 13.6.

The evaluation shall be done with a score system. The graded list shall be published with the awarded projects announcement.

### 13.8 Payment Procedure

The awarded amount must be transferred within 30 days from the announcement.

# Grants Regulations

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## 1. Definition

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1.1 Grants are funds obtained from private or public foundations, governmental organisations, non-governmental organisations or institutions for a purpose specified by the donor. The term national grant covers a grant for which only one national group is eligible under the criteria set out by the organisation providing the grant. The term international grant covers a grant for which one or more national groups and/or ELSA International is eligible under the criteria set out by the organisation providing the grant.

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## 2. Procedure

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2.1 Only ELSA International has the right to apply for an international grant. National Groups can apply under the conditions of 2.4.

2.2 Only National Groups have the right to apply for national grants.

2.3 Within the country the National Group shall regulate the applications for national grants.

2.4 A National Group applying for the international grant.

Before applying for an international grant, the National Group shall inform ELSA International by e-mail to the Treasurer of ELSA International on:

- The entity to which the group wishes to apply;
- The deadline for applications;
- The purpose for which the grant is to be used;
- The amount requested.

ELSA International shall respond within two weeks from the time of receiving the e-mail, whether or not one of the following reasons would exclude the application:

- i. ELSA International gives a concrete reason why the application would jeopardise ELSA International's current international grant.
- ii. ELSA International gives a concrete reason why the application would jeopardise ELSA International's pending application for this international grant.
- iii. ELSA International shows a concrete plan to apply for this international grant within following two months.

The National Group can proceed once ELSA International agrees to the approach, or the deadline has expired, or none of the above-mentioned conditions have been met.

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### **3. Registration**

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3.1 All applications for international grants shall be formulated in a registration sheet by the ELSA Group and shall be sent to ELSA International within two weeks of submitting the application.

3.2 The registration sheet shall be provided by ELSA International.

3.3 The registration sheets shall be available for any Group interested in applying for the same international grant, following article 2.4.

# Financial Strategy of ELSA

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## **1. General**

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1.1. The Financial Strategy of ELSA shall be composed of three parts; the Implementation Procedure, the Focus and the Execution.

1.2. The Implementation Procedure shall describe the way the Financial Strategy has to be adopted and maintained.

1.3. The Focus part shall describe the fundraising focuses (grants, marketing, partnerships, membership fees etc.) and the expenditure focuses of the respective Financial Strategy.

1.4. The Execution part shall specify the Focus part on a technical level by determining the ratios, or individual amounts of the incomes or expenses stated. It shall also specify which key indicators are to be observed, and what measures should be taken should these indicators reach a certain level.

---

## **2. Purpose of the Financial Strategy of ELSA**

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2.1. A Working group on the Financial Strategy of ELSA shall be established.

2.2. The Financial Strategy of ELSA (hereinafter referred to as "Financial Strategy") shall be a tool of financial management in ELSA, complementary to Strategic Planning in ELSA.

2.3. The purpose shall ensure optimal efficiency when working to meet the Strategic Goals adopted by the Council. Further, it shall ensure continuity in the financial management of ELSA.

2.4. Maintaining and adhering to the Financial Strategy shall be the responsibility of ELSA.

2.5. There shall be a financial analysis of ELSA's financial statements of the past terms. The result of this analysis shall be used to implement guidelines for an optimal financial structure during the period of its implementation for a period of three years.

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### **3. Working Group on Financial Strategy**

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3.1. The purpose of the Working Group on Financial Strategy shall be to undertake the financial analysis of ELSA, and to create and present a Draft Financial Strategy proposal to the Council Meeting, in accordance with the outcome of the analysis.

3.2. The Working Group shall always consist of:

- i. The President of ELSA, who shall ensure coherence between the Draft Financial Strategy and the currently adopted Strategic Goals.
- ii. The Treasurer of ELSA, who shall provide the Working Group with technical knowledge, relevant financial information about ELSA, and the accounting data necessary for the Group to undertake such financial analysis

3.3. Upon convocation, the Working Group shall vote upon the election of the Treasurer of ELSA as its Chair. This vote shall pass with a simple majority. Should the Working Group not elect the Treasurer of ELSA as its Chair, it shall elect a new Chair from its members, requiring the same majority.

3.4. The Working Group is automatically dissolved upon the closing of Spring International Council Meeting of the term of its establishment.

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### **4. Drafting procedure of the Financial Strategy**

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4.1. During the final year of implementation of the ongoing Financial Strategy, ELSA shall issue an open call for a Working Group on Financial Strategy within the first two weeks of the term.

4.2. The Working Group shall create and present a Draft Financial Strategy proposal during the Spring International Council Meeting for approval.

4.3. The Draft Financial Strategy shall be sent no later than 49 days before the opening of the Spring International Council Meeting:

- i. to both the Presidents' and the Treasurers' mailing lists and to the Auditors of ELSA for comments;
- ii. to the Secretary General of ELSA as a proposal.

4.4. The comments on the Draft Financial Strategy shall be sent to the Working Group 35 days before the opening of the Spring International Council Meeting.

4.5. In case the Working Group accepts the comments received as relevant, it shall modify its proposal accordingly, and inform the International Board and the Auditors of ELSA about the changes and their reasoning.

---

## **5. Implementation procedure of the Financial Strategy**

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5.1. During the last term of the Financial Strategy, the Draft Financial Strategy shall be adopted by a simple majority of the Council for a period of three years.

5.2. Should the Council not accept the Draft Financial Strategy, the implementation of the current Financial Strategy continues until a new Financial Strategy is approved by the Council. ELSA shall in this case issue a new call for a Working Group in accordance with the Article 3 of the Financial Strategy part of the Decision Book, at the start of the next term.

---

## **6. Provisional changes of the Financial Strategy**

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6.1. Should the financial situation of ELSA change in a significant manner which would render the further implementation of the Financial Strategy at the time unreasonable, the Treasurer of ELSA, based on a decision made by ELSA, shall provide the Auditors of ELSA with a justified explanation of the situation, and request an approval of provisional changes.

6.2. Should the Auditors not confirm the reception of the request within three working days after it has been sent, it is presumed that they have successfully received it.

6.3. The Auditors shall evaluate the request within ten days of its reception, and will, should they deem the requested provisional changes justified, decide to grant the Treasurer of ELSA permission to adjust the Financial Strategy accordingly, by a unanimous decision.

6.4. Should the Auditors not respond to the request within the evaluation period specified in Article 5.3 of the Financial Strategy part of the Decision Book, it is presumed that their permission has been granted.

6.5. The Auditors may, within the evaluation period stated under Article 5.3 of the Financial Strategy part of the Decision Book, request further information or documentation, should that provided prove insufficient for a well-informed decision. In this case, a new evaluation period of the same length begins upon reception of the requested information. Such further requests of information are only possible once per each respective set of provisional changes, unless the Treasurer of ELSA agrees otherwise.

6.6. Should the provisional changes be approved by the Auditors, the Treasurer of ELSA shall present a summary of the changes for approval at the following International Council Meeting.

6.7. The provisional changes shall be approved by the International Council with a simple majority.

6.8. No changes shall be made to the previously voted upon Financial Strategy if the International Council does not approve the provisional changes. It shall not be possible to request a revision from the International Council regarding the same matter until the following International Council Meeting.

6.9. Should the Auditors decide not to grant the Treasurer of ELSA's provisional changes, at the following International Council Meeting, they are entitled to propose any changes they deem appropriate to the International Council. This shall be approved with an absolute majority.

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## **7. Role of Auditors of ELSA within the Financial Strategy**

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The Auditors of ELSA shall:

- i. Provide the Working Group with their comments on the Draft Financial Strategy;
- ii. Confirm to the Treasurer the reception of provisional changes;
- iii. Evaluate ELSA compliance with the Financial Strategy and state their findings within the Auditors' reports;
- iv. Evaluate any intended revisions of the Budget of ELSA to determine whether it follows the Financial Strategy and provide their comments along with the revision proposal.

---

## **8. Evaluation of the Implementation of Financial Strategy**

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8.1. After the end of the Implementation Period, the Treasurer of ELSA shall prepare an evaluation of such period.

8.2. The Treasurer of ELSA shall prepare the evaluation 59 days before the opening of the Spring International Council Meeting, and provide the Working Group with the results. Any recommendations arising from the evaluation shall be incorporated within the Draft Financial Strategy.

8.3. Within the evaluation, the Treasurer shall summarise the financial situation of ELSA during the Implementation Period against the targets stated within the Focus and Execution part of the Financial Strategy and include all of the Auditor's findings under Article 6.1 of the Financial Strategy part of the Decision Book, regarding the Implementation Period.

8.4. The evaluation itself shall be sent out along with the Draft Financial Strategy for comments, as stated in Article 3.3 of the Financial Strategy part of the Decision Book, and shall be included in the Working Materials of the following International Council Meeting.

---

## **9. Focus of the Financial Strategy 2019-2022**

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### **Part I Fundraising**

#### **I.1 Partnerships**

Aim: Partnerships shall serve as a prominent source of income for ELSA.

Goals:

- ELSA shall opt for an outreach strategy which embraces a more diverse, wider spectrum of partners;

- ELSA shall work on improving its cooperation with current partners;
- ELSA shall focus on partners whose duties can reach the needs of ELSA members, including in-kind agreements;
- ELSA shall utilise its partners' specialities and collaborate with them in its projects and its campaigns;

## **I.2 Membership Fee**

Aim: The Membership Fee shall not be considered as a common source of income. Given sufficient and sustainable income, ELSA shall reduce it.

Goals:

- ELSA shall reassess the Membership Fee calculation every 3 years;
- ELSA shall adjust the amount of the Membership Fee based on inflation and the needs of ELSA every year;
- ELSA shall link the Membership Fee amount to tangible cost of ELSA International (House, Allowances etc);

## **I.3 Advertising**

Aim: Advertising shall become a reliable source of income of ELSA.

Goals:

- ELSA shall research the exact legal and tax implication of having advertising revenue and to which extent it can be done tax free;
- The International Board shall explain to the Council each year the steps taken to fulfil this aim and its success;
- The International Board shall implement advertising in the Synergy each year;
- ELSA shall implement advertising in its Webinars;

## **I.4. Grant strategy**

Aim: ELSA shall be relying on grants for at least 50 % of its income, be eligible to the *One-off structural grant* of the European Youth Foundation and aim to have staff funded by grants.

Goals:

- A team dedicated to grants, staying for more than one year, shall be established to apply and follow the reporting of the grants.
- ELSA shall invest in the formation of the team members by following trainings on grants
- ELSA shall visit the ERASMUS+ and the EYF offices in Strasbourg during transition
- ELSA shall apply every year to Erasmus+ KA3 Civil Society Cooperation – Youth Grant
- ELSA shall apply every year to the *International Activities grant* of the European Youth Foundation
- ELSA shall recruit full time volunteers funded by the European Solidarity Corps or the European Voluntary Service

- ELSA shall recruit mid to long term interns funded by the ErasmusIntern program
- ELSA shall establish full time employees funded by the MIRABEL grant
- ELSA shall focus on finding new sources of grants, especially regional and national ones

## **Part II Investments**

### **II.1. Professionalisation**

Aim: Ensure the sustainability of the association through consulting professionals

Goals:

- ELSA shall take the required steps to implement a secretariat
- ELSA shall continue to employ an accountant
- ELSA shall set up a reliable way to get legal advice
- ELSA shall start relying on interns to lighten the workload of the International Board

### **II.2. Marketing**

Aim: Investing to make our marketing tools and production more professional

Goals:

- ELSA shall invest into equipment used to produce materials, such as studio equipment, and reliable, job-specific hardware and software
- ELSA shall invest in paid advertisement on social media
- ELSA shall investigate the possibility of outsourcing our design jobs to professional firms
- ELSA shall investigate the possibility of acquiring professional marketing consultancy

### **II.3. Fundraising events**

Aim: Increase the fundraising potential and the reputability of ELSA

Goals:

- ELSA shall research the different networking opportunities in the field of Law
- ELSA shall invest in sending International Board Member to these events

## **Part III General Structure**

### **III.1. Reserve**

Aim: Reconstitute a reserve equal to 50 % of the annual income to solve the liquidities issues

Goals:

- The International Board shall update the Network on the state of the reserve at every ICM
- ELSA shall capitalise 5 % of its global income every year

- The reserve can be injected into the running funds of ELSA only after a recommendation from the Auditors of ELSA and Council approval.

### **III.2 ELSA House**

Aim: Provide a steady accommodation and work environment for the International board

Goals:

- ELSA shall assess the legal requirement for terminating the House contract
- ELSA shall investigate the possibility of separating the housing and the working place
- ELSA shall investigate the possibility of hosting the International Board Members in different accommodations, not all in the same house

### **III.3 Allowances**

Aim: Provide the International Board Members with a legal and decent income.

Goals:

- ELSA shall improve the legal situation regarding the allowances;
- ELSA shall investigate the possibility to raise the International Board allowances to match with the actual living cost of Brussels;
- ELSA shall investigate the possibility of changing the status of the board from volunteers to employees;
- ELSA shall help the new International Board Members by providing them template for the Erasmus+ Mobility Grant;

### **III.4 Auditing**

Aim: Set up a consistent auditing system.

Goals:

- ELSA shall create clear guideline for the auditors to follow;
- ELSA shall provide a transition to the auditors;
- ELSA shall define the boundaries between the role of the auditors and the role of the advisory board;
- ELSA shall investigate the possibility of having a professional external audit in complement of the internal audit;

## **Part IV Projects**

### **IV.1 JHJMCC**

Aim: Make the competition self-sustainable and reconstruct its reserve.

Goals:



- ELSA shall improve the transparency towards the Council by presenting each year a report on the financial state of the competition;
- ELSA shall capitalise 5 % of the competition income each year to the reserve;
- ELSA shall set clear conditions of use of the reserve;
- ELSA shall maintain a constant level of donations for the rounds in development;
- The allowances of the VP EMCC shall remain to be covered by the JHJMCC budget;

#### **IV.2 EHRMCC**

Aim: Increase the standards of the competition while maintaining its financial stability.

Goals:

- ELSA shall improve the transparency towards the Council by presenting each year a report on the financial state of the competition;
- ELSA shall capitalise 5 % of the competition income each year to the reserve;
- ELSA shall set clear conditions of use of the reserve;
- ELSA shall introduce a registration fee in order to raise the quality standards of the competition;
- The allowances of the VP AA shall be covered by the EHRMCC budget;

#### **IV.3 Synergy**

Aim: Make the project self-sustainable.

Goals:

- ELSA shall increase the advertisement revenue from the Synergy;
- ELSA shall research printing options to find the best quality/price balance;

#### **IV.4 ELSA Law Schools**

Aim: Increase the quality and the communication surrounding the project.

Goals:

- ELSA shall invest in marketing for the project;
- ELSA shall take steps to improve the IT aspect of the project;
- ELSA shall organise a training week end every year;
- The allowances of the VP S&C shall be covered by the Law school budget;

#### **IV.5 STEP**

Aim: Improve the financial state of the project.

Goals:

- ELSA shall find new partnerships or methods to make STEP financially sustainable;
- ELSA shall investigate grant possibilities for STEP;

**10. Execution of the Financial Strategy 2019-2022**

---

**10.1 Fundraising Executions**

10.1.1 General Partnership Income shall be increased by 10 % per year.

10.1.2 Membership Fee Income shall be reduced between 0 to 20 % of the General Income.

10.1.3 Advertising Income and Income from publications combined Income shall be between 15 to 20 % of the General Income.

10.1.4 Income from Operating / Structural Grants shall be elevated between 40 to 60 % of the General Income.

**10.2 Expenditure Executions**

10.2.1 Expenses for the ELSA House shall be maintained between 20 to 35 % of the General Expenses.

10.2.2 International Board Remunerations shall be maintained between 15 to 25 % of the General Expenses.

10.2.3 International Board Travel expenses shall be maintained between 10 to 20 % of the General Expenses.

## DECISIONS RELATING TO MARKETING (MKT)

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# Definition

Marketing is one of the Supporting Areas of ELSA which aims to raise the awareness of ELSA in society. It provides marketing materials and strategies for the realisation of the activities and projects of all areas of ELSA in cooperation with the respective officers. Marketing builds relationships with different target groups and makes sure ELSA is presented to them according to their needs.

# Responsibilities

## 1. Responsibilities of ELSA International

---

ELSA International shall:

- Ensure the legal protection of the ELSA brand, in particular its name and logo and the protection of the positive image of the Association;
- Make sure that the uniformity rules are known and implemented throughout the Network;
- Update and distribute the ELSA Brandbook;
- Supervise the correct use of the uniformity rules in all National Groups and contact the breaching group immediately informing them about the specific breach and how to correct it;
- Create and implement the strategy for promotion of ELSA International's projects and share it with the Network;
- Provide templates and project marketing packages for the National and Local Groups;
- Explain the Uniformity rules and the ELSA Brandbook guidelines to the Network in order to create a common understanding and consistency of use.

## 2. Responsibilities of the National Groups

---

National Groups shall:

- Ensure the protection of the ELSA brand and the positive image of the Association;
- Promote projects of ELSA International following the provided guidance;
- Share the templates and project marketing packages provided by ELSA International within the respective national networks;
- Follow the uniformity rules and ensure their implementation and awareness in the respective national networks;
- Supervise the correct use of the uniformity rules in the respective national networks;
- Make sure that all breaches are corrected immediately;
- Consult ELSA International when in doubt.

## 3. Responsibilities of the Local Groups

---

Local Groups shall:

- Ensure the protection of the ELSA brand and the positive image of the Association;

- Promote projects of ELSA International following the provided guidance;
- Follow the uniformity rules and ensure their implementation and awareness in the respective local networks;
- Make sure that all breaches are corrected immediately;
- Consult the officers of the respective National Groups when in doubt.

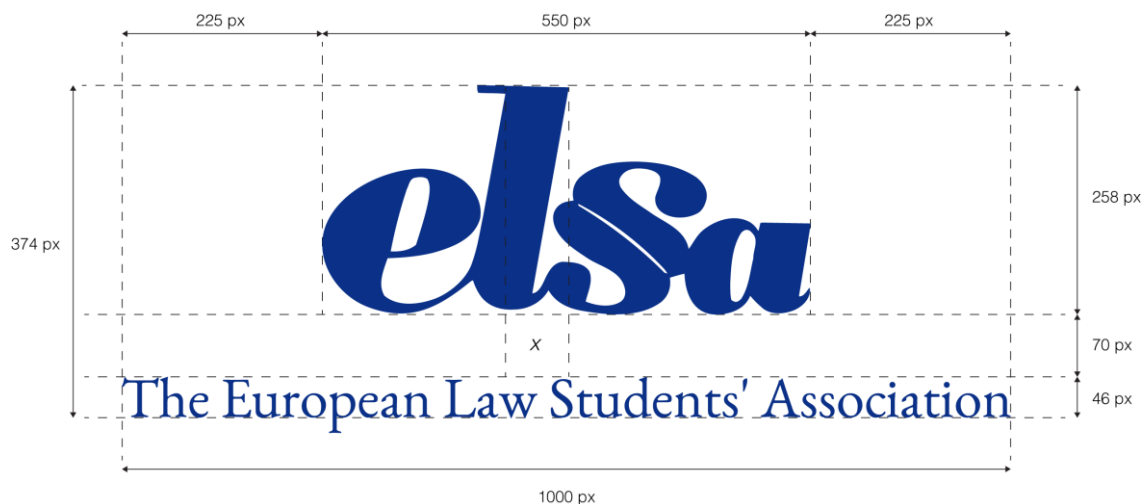
# Uniformity

Everyone shall value and respect the ELSA brand. To ensure this, everyone shall follow the uniformity rules, because only then the ELSA brand will be strong and recognised by a large public. Apart from the rules outlined in this section, as far as no collision occurs, the ELSA Brandbook provides further, non-binding, guidelines on the visual image of ELSA.

## 1. The ELSA Logo

1.1 The ELSA logo, following the uniformity rules, shall be featured on all Marketing Materials. The ELSA logo shall be used only in a way, which is beneficial for ELSA. The logo shall not be used in a way that would damage the positive image of ELSA or in any other way that would harm the reputation of the association. The logo shall not be used in a way, which could come in conflict with ELSA's non-political status.

1.2 The ELSA logo consists of two parts: the design and the subtitle. Only when the design and the subtitle appear together in the correct proportions and colours may it be called the ELSA logo, unless the exception 1.3 applies.



1.3 For a specific reason, the logo can be featured without the subtitle when relatively small. In that case it shall not be used in combination with any other subtitle or name.

1.3.1 Relatively small means that the width of the design is 30 mm or less or if the material production technology makes it impossible to use the logo with the subtitle and/or name.

1.3.2 The exception in point 1.3 does not apply for business cards, letterheads, envelopes and digital publishing.

1.3.2.1 Digital publishing includes (but is not limited to) webpages and social media.

1.4 For a specific reason, the dimensions of the logo can be altered, but its proportions shall never be altered.

1.4.1 The dimensions of the logo may only be altered to the extent in which the subtitle would still be easily legible on the desired viewing platform.

1.5 The subtitle shall be written in the font *EB Garamond*.

The subtitle shall be perfectly centred under the design with a spacing equivalent to the width of the letter “L” in the design; hereby referred to as *X*.

The colour of the subtitle shall be the same as the colour of the logo.

The subtitle should appear only in English.

1.5.1 If there is a legal obligation to have the subtitle in a national language, this shall be given secondary importance to the ELSA logo described in point 1.2.

1.5.2 The non-English subtitle should be perfectly centred above the design with the same spacing, font, size and colour as the original subtitle.



1.6 All National and Local Groups shall use the ELSA logo in combination with the name of their respective group.

1.7 The name of the National or Local Group shall be written in the font *EB Garamond*.

The name shall be in the same type size and colour as the subtitle.

The name shall be written in capital letters.

The name shall be perfectly centred under the subtitle with a fixed spacing of X, as mentioned under 1.5.



The National Group name should appear only in English.

1.8 The ELSA logo described and depicted in point 1.2 is to be used only by ELSA International. ELSA International can authorise others to use the ELSA logo.

1.9 The written version of the abbreviated subtitle is: ELSA.

When used with the name of the group, it shall be written as in the following examples:

ELSA International  
ELSA Italy  
ELSA Prague

1.10 The logo can be featured only in the following colours:

ELSA blue:	CMYK: 100 85 0 0	RGB: 10 48 135	HEX: #0A3087
Black:	CMYK: 0 0 0 100	RGB: 0 0 0	HEX: #000000
White:	CMYK: 0 0 0 0	RGB: 255 255 255	HEX: #FFFFFF

1.11 No extra effects, animations or ornamentations shall be added to the logo.

1.12 The logo shall be surrounded by a clear space. There shall be no other logos, inscriptions or graphical elements infringe on this space. The size of the clear space is determined by the cap height of the letter “e” in the design and is to be respected for all directions.



The European Law Students' Association



## 2. Social Media

2.1 To ensure the uniformity of the ELSA brand, all Social Media profiles representing National or Local Groups and their projects shall be maintained following the uniformity rules.

2.2 The name of the National or Local Group's profile should feature the abbreviation “ELSA” and the name of the Group.

1.1 The name of the project's profile should feature the full or abbreviated name of the project.

2.3.1 The name for social media profiles for ELSA Law Schools shall follow the following format: 'SELS/WELS (Name of Country/City) on (Topic)

The following example may be used:

SELS Izmir on International Trade Law

2.4 The National or Local Group's profile shall feature the profile picture containing only the ELSA logo in combination with the name of their respective group. The logo on the profile picture can be only used in ELSA Blue on white background or in white on ELSA Blue background.



2.5 The Social Media profiles representing ELSA brand shall always be ran in accordance to the terms of use of the respective platform or service.

### 3. The ELSA Flagship Projects

3.1 The European Human Rights Moot Court Competition (EHRMCC) logo consists of the titular words stacked upon each other, as seen in the diagram below. The logo may also be utilised as a negative version of the same design.



3.2 The Legal Research Groups (LRGs) logo consists of the abbreviated form of the title stacked on top of the full name, with two motifs, one representing books to the left, and one representing a magnifying glass intertwined into the letter 'G', as seen below. The logo may also be utilised as a negative version of the same design.



3.3 The John H. Jackson Moot Court Competition (JHJMCC) logo consists of the titular words stacked upon each other, as seen in the diagram below. The logo may also be utilised as a negative version of the same design.

THE  
JOHN H. JACKSON  
MOOT COURT COMPETITION

3.4 The ELSA Delegations logo consists of a circular motif as well as the titular words stacked on top of each other, as seen below. The logo may also be utilised as a negative version of the same design.



- 3.5 The Summer ELSA Law Schools (SELS) logo consists of a circular motif next to which there is the abbreviated name of the project, under which there is the full name of the project as seen below. The logo may also be utilised as a negative version of the same design.



- 3.5 The Winter ELSA Law Schools (WELS) logo consists of a circular motif next to which there is the abbreviated name of the project, under which there is the full name of the project as seen below. The logo may also be utilised as a negative version of the same design. \_\_



- 3.6 The Student Trainee Exchange Programme (STEP) logo consists of the abbreviated name of the project stacked on top of the word 'traineeships', as well as the STEP website URL, as seen below. The logo may also be utilised as a negative version of the same design.



# Synergy

## 1. General

---

1.1 Synergy is ELSA International's members' magazine which shall be printed as a hardcopy twice a year. The autumn edition shall be published and distributed at the earliest during the month of October and at the latest during the month of November. The spring edition shall be published and distributed at the earliest during the month of March and at the latest during the month of April.

1.2 Synergy covers activities of ELSA throughout the network as well as external co-operations of ELSA International.

1.3 Every edition of Synergy shall include at least one article related to Human Rights and at least one article related to the IFP.

1.4 The Vice President Marketing of ELSA International is the editor-in-chief of Synergy and responsible for the content.

## 2. Distribution

---

2.1 ELSA International is responsible for distributing copies of Synergy to the National Groups. Both ELSA International and the National Groups shall strive to keep the distribution costs to a minimum.

2.2 ELSA International will send out a shipping list at the same time as it makes a call for articles. Each National Group is responsible and shall ensure that the shipping list is up to date with both their National and Local Groups' delivery addresses and in accordance with the guidelines set by ELSA International.

2.3 A National Group shall submit the shipping list to ELSA International before the article submission deadline. In case the shipping company cannot deliver the package to the specified address in a submitted shipping list due to a mistake in the address or inability to reach the recipient caused by the fault of a Local or National Group, the respective National Group shall bear the reimbursement costs for the undelivered packages estimated by the shipping company.

2.4 Each National and Local Group may request between 5 and 20 copies of the Synergy Magazine. The information about such request shall be delivered to ELSA International before the deadline for submission of articles. Upon failure to submit such information, ELSA International shall assume the amount requested to be that of 5 copies.

2.5 ELSA International is only financially responsible for distributing Synergy to the National Groups which have settled their financial obligations towards ELSA International at the ICM prior to the printing of the magazine.

2.6 Printing and distribution costs of additional copies requested by the National Groups will have to be financed by the requesting Group.

2.7 A request for additional copies must be submitted to ELSA International before deadline for submission of articles to the relevant issue.

**DECISIONS RELATING TO  
ACADEMIC ACTIVITIES (AA) AND MOOT COURT  
COMPETITIONS (MCC)**

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# Definition

Academic Activities is one of the Key Areas of ELSA that aims to contribute to the legal education of law students and young lawyers through interactive practical activities by means of critical dialogue and scientific cooperation. It prepares them for a professional life and gives them an understanding of different legal systems.

## General Policies in AA

### 1. General

---

1.1 An AA project is a project where participants acquire legal skills by means of practical and (inter)active learning through an academic competition, a legal research group, a law review, a lawyers at work event or any other activity.

1.2 In case a certificate or diploma is issued upon an AA project, the certificate or diploma should be signed by the speaker or the respective academic partner involved.

## Academic Competitions

### 1. Academic Competitions

---

1.1 An academic competition is an event in which law students and young lawyers compete against each other with the aim of preparing the participants for the specialised forms of skills, experience and knowledge that are required within the legal profession.

1.2 The AA officer shall assure that the academic competition has a relevant legal topic, a recognised jury and a comprehensive set of rules.

1.3 In the assessment of the participants, the Jury should be guided by factors such as clarity, conciseness, persuasiveness, critical thinking and conformity with the objective standards that have evolved in the legal profession.

### 2. ELSA Negotiation Competitions

---

2.1 ELSA Negotiation Competition (ENC) is a simulation of a negotiation process between different parties, conducted by teams consisting of two law students and young lawyers representing a party in the respective negotiation.

2.2 The simulations will be observed and evaluated by a panel of judges who shall include at least a legal practitioner and the panel shall provide participants feedback to advance their negotiation skills.

2.3 The simulations should be held in English.

# Academic Writing

## 1. Legal Research Group

---

1.1 A legal research group (LRG) is a group of law students and/or young lawyers carrying out research on a specified topic of law with the aim to make their conclusions publicly accessible.

Legal Research Group can be:

- a. Unilateral – conducted in one ELSA group
- b. Bilateral – conducted as a cooperation between two ELSA groups
- c. Multilateral – conducted as cooperation between three or more ELSA groups
- d. International – conducted by ELSA International in cooperation with an academic partner

1.2 The AA officer shall assure that the legal research group has an outline including its aims, timeline, guidelines for the written report and guidelines with the tasks of the participants and other parties involved.

1.3 The AA officer shall assure that the legal research group includes the following: a) a coordinator, preferably the VP AA of the organising group; b) at least one academic coordinator, responsible for the Academic Framework; c) an academic advisor, responsible for the academic quality of the final report or outcome of the research; and d) linguistic editors if the research is conducted in a foreign language.

1.4 The legal research group shall make its conclusions publicly accessible in the form of a final report.

1.5 Participation Policies regarding International Legal Research Group

### 1.5.1 Responsibilities of ELSA International:

- Coordinate the participation of the National Groups in International Legal Research Groups;
- Prepare a Call for Applicants and include a clear task description of the respective positions;
- Send the Applications for the National Coordinator position to the respective National Groups for recommendations;
- Select the National Coordinators within 5 days after receiving the recommendation from the National Group but no later than within 10 days after application period for the position has concluded;
- Inform the Applicants for the position of National Coordinator about the selection results within 5 days after the National Coordinators are appointed;
- Send the applications for other national positions within the Legal Research Group to the National Coordinators and the National Group within 5 days after the application period for the positions have concluded;
- Assure the overall quality of the International Legal Research group through its coordination team;
- Maintain contact with the commissioning organisation.

**1.5.2 Responsibilities of National Groups:**

- Actively promote the Call for Applicants within the National Group;
- Justifiably recommend to ELSA International whether to accept or decline an application for the National Coordinator of the respective National Group within 5 days after receiving the applications;
- Justifiably recommend to the National Coordinator whether to accept or decline an application for other national positions within the Legal Research Group within 7 days after receiving the applications.

**1.5.3 Responsibilities of National Coordinators:**

- Select the other participants of the national research group based on objective criteria set out in the guidelines within 7 days after receiving the recommendation from the National Group but no later than within 14 days after receiving the applications from ELSA International;
- Inform the applicants of other national research position about the selection results within 5 days after the other national research positions are appointed;
- Ensure the timely coordination and quality of the national research.

1.5.4 No further changes in the composition of the national research group are allowed after the applicants are notified about the selection results without the explicit approval of the Vice-President of Academic Activities of ELSA International.

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**2. Law Review**

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2.1 A Law Review is a legal publication consisting of contributions from students, practitioners and academics.

2.2. The officer in charge of the law review shall ensure that the Law Review has a comprehensive Editorial Policy and a set of requirements for the contributions.

2.3 The AA officers shall ensure that the Law Review has an Editorial Board responsible for selection of contributions of the highest academic standard.

2.4 The Editorial Board should consist of students, practitioners and academics.

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**3. ELSA Law Review**

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3.1 ELSA Law Review (ELR) is the Law Review of ELSA and shall be published once a year.

3.2 The topics of the ELSA Law Review shall be selected by the ELSA Law Review Editorial Board on a yearly basis, but shall always concern Human Rights Law.

3.3 The ELSA Law Review shall be peer-reviewed by the Academic Editorial Board, and revised and published by a professional publisher, to ensure a high-quality standard.

3.4 The Submissions published must meet the following requirements:

- The Submissions must be in English;
- The Submissions must be between 2.500 and 7.500 words;
- The Submissions must concern an internationally relevant topic related to Human Rights Law;
- The Submissions may not have been published elsewhere;
- The Submissions must include a short abstract, consisting of maximum 10% of the length of the article, as well as a short biography of the author (max 100 words);
- The Submission must be submitted as a .doc or .docx document;
- The Submission must make use of OSCOLA referencing style.

3.5 The Submission must comply with the Author Guidelines in force at the time of publication. The Guidelines may be revised yearly by the Editorial Board of the ELSA Law Review

3.6 The Editorial Board of the ELSA Law Review shall be appointed by International Board before the launch of the Call for Articles, and shall consist of 3 to 5 Members, including the VP AA of the International Board.

3.7 The Academic Editorial Board of the ELSA Law Review shall be appointed by the International Board before the launch of the Call for Submissions and shall consist of experts in Human Rights Law.

## Other Academic Projects

### 1. Lawyers at Work Event

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1.1 A Lawyers at Work Event (L@W Event) is an event that provides an insight into legal professions through presenting the law students and young lawyers career information from those working in various professions which are open to law graduates.

1.2 L@W Event should involve interactive learning opportunities such as case solving, legal courses or job interviews, CV trainings etc.

## General Responsibilities in AA

### 1. Responsibilities of ELSA International

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1.1 The Vice President in charge of ELSA Moot Court Competitions is the overall responsible person for the coordination of the John H. Jackson Moot Court Competition and to support the Network's Officers responsible for moot court competitions in their respective ELSA Groups. The Vice President in charge of Academic Activities is in charge of all other AA projects, including the European Human Rights Moot Court Competition.

1.2 Provide necessary materials and information on how to organise AA projects to the National and Local Groups. This should be done through, among others, workshops, trainings, manuals, handbooks and guidelines and by updating outdated materials and making sure that all these tools are available.



1.3 Facilitate the organisation of ELSA Day and IFP projects, through providing necessary materials and assistance for conducting and evaluating the respective projects, following the responsibilities of ELSA International set out in the ELSA Day and IFP sections of the Decision Book.

1.4. Solve the disputes by the means of dialogue when the respective parties cannot reach a mutual agreement amongst themselves and refer the case to ELSA International.

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## **2. Responsibilities of the National Groups**

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2.1 Submit the AA Project Specification Form and the AA Project Evaluation Form to ELSA International, when the AA project is organised by the National Group.

2.2 Support and promote the AA projects organised by ELSA International.

2.3. Facilitate the organisation of ELSA Day and IFP projects within the national network, following the responsibilities of National Groups set out in the ELSA Day and IFP sections of the Decision Book.

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## **3. Responsibilities of the Local Groups**

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3.1 Submit the AA Project Specification Form and the AA Project Evaluation Form to ELSA International, when the Local Group organises an international AA project.

3.2 Support and promote the AA projects organised by ELSA International.

3.3. Organise ELSA Day and IFP projects, following the responsibilities of Local Groups set out in the ELSA Day and IFP sections of the Decision Book.

# Moot Court Competitions

## 1. General

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1.1 A Moot Court is a simulated hearing and court proceeding in a certain area of law and aims at bridging the gap between theory and practice.

1.2 Representing the two opposing parties, students argue a fictitious case written by an expert in the area in front of a qualified Jury/Panel.

1.3 The first stage of a Moot Court should consist of written submissions by both parties followed by oral pleadings.

## 2. The ELSA International Moot Courts

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### 2.1 The John H. Jackson Moot Court Competition

2.1.1 The John H. Jackson Moot Court Competition is a simulated hearing of the Dispute Settlement Body of the World Trade Organization (WTO). It is open to teams from all around the world.

2.1.2 The competition consists of 3 rounds: the written rounds, the Regional Rounds and the Final Oral Round. National Groups may organise National Rounds.

### 2.2 The European Human Rights Moot Court Competition (EHRMCC)

2.2.1 The EHRMCC is a simulated hearing of the European Court of Human Rights. The competition consists of a minimum of three rounds: the written round, the Regional Rounds and the Final Round.

### 2.3 Responsibilities of the Local and National Groups

2.3.1 Promote ELSA's Moot Court Competitions as a priority before other Moot Courts outside of ELSA by using the provided marketing materials and publishing them in all universities and ELSA Groups.

2.3.2 Gather participants and support them in order to take part in the ELSA International Moot Courts.

### 2.4 Responsibilities of ELSA International

2.4.1 ELSA International is overall responsible for the organization of the JHJMCC and the EHRMCC.

2.4.2 ELSA International shall open the call for Regional Round Organisers for the EHRMCC and European Regional Rounds for the JHJMCC before the Closing Plenary of the Spring International Council Meeting.

2.4.3 ELSA International shall provide templates for applications for Regional Round Organisers, containing: motivation letter, draft agenda, draft budget and organisational timeline.

2.4.4 In appointing the Regional Round Organiser, ELSA International shall take the following criteria into account:

- a. The financial situation of the Group;
- b. The accessibility of the proposed locations;
- c. The support from the respective National Group (if applicant is a Local Group);
- d. The number of (international) events that could potentially affect the quality of the Regional Round, hosted by that Group;
- e. The experience of the Group with regards to organising international or large national events, as well as moot court competitions specifically.

2.4.5 ELSA International may ask for additional documentation (e.g. previous final accounts, annual budget) in order to assess the criteria mentioned in 2.4.4.

2.4.6 ELSA International shall give each Group feedback regarding the assessment of the criteria mentioned in 2.4.4.

**DECISIONS RELATING TO  
SEMINARS AND CONFERENCES (S&C)**

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# Definition

Seminars and Conferences is one of the Key Areas of ELSA that aims to provide law students and young lawyers with a learning experience, interaction with professionals and new social and cultural environments by means of passive learning, preparing them for future responsibilities as members of the society.

## General Policies in S&C

### 1. General

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1.1 An S&C event is an event where participants acquire knowledge by means of passive learning through a lecture, a panel discussion, a seminar, a conference, a law school, a study visit, an institutional visit, a delegation, a webinar or any other activity.

1.2 In case a certificate or diploma is issued upon an S&C event, the certificate or diploma should be signed by the speaker or the respective academic partner involved.

## Core S&C Events

### 1. Lectures

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A lecture is a discourse within a certain area of law given by a professional speaker. The topic is discussed in a plenary.

### 2. Panel Discussions

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A panel discussion is an event where two or more experts discuss issues of a specific legal topic in front of an audience.

### 3. Seminars

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A seminar is an event, which consists of several lectures about a legal topic or field of law. The topic is discussed in a plenary.

### 4. Conferences

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A conference is an event that entails more individual participation and scientific contribution than a seminar. The topic(s) is/are discussed in workshops to finally be reported to a plenary. It is recommended to make a short outline on the reached goals, especially with regards to scientific contribution after the event.

# ELSA Law Schools

## 1. Definition

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1.1 ELSA Law Schools are international events organised by the Organising Committee of one or more ELSA Groups that are fulfilling the requirements regulated in this section.

### 1.2 Requirements of ELSA Law Schools:

- Aiming to be annual;
- Being open for everyone and conducted in English;
- Lasting for at least 7 days. The 7 days are calculated excluding the day of arrival but including the day of departure;
- Comprising of a scientific, cultural and social programme. The scientific programme shall include lectures followed by workshops or any other interactive activities fulfilling the definition in Art. 3.3 of the Statutes of ELSA, which deepen and emphasise the different areas of the lecture. The minimum scientific programme does not include an obligatory extra time to revise the lectures and prepare for the next lessons;
- Including at least 20 hours of scientific programme. If the duration of the ELSA Law School exceeds 7 days, the total scientific programme shall be prolonged by 4 hours per each extra day;
- Being organised in a close co-operation with an academic or institutional partner. The partner shall supervise and guarantee the quality of the scientific programme. Academic or institutional partner shall be a law faculty, public institution, law firm or any other legal entity, which is entitled to provide education, professional legal services or otherwise associated professionals in a particular field of law;
- Complying with ELSA Law Schools Cycle. ELSA International may allow exceptions in special cases.

### 1.3 ELSA Law Schools Cycles:

1.3.1 An ELSA Law Schools year is divided into a summer and a winter Cycle. To qualify into the summer Cycle, the ELSA Law School shall take place between the first week of July and the third week of September. To qualify into the winter Cycle, the ELSA Law School shall take place between the second week of December and the third week of March.

1.3.2 An ELSA Law Schools Cycle consists of seven periods that are called:

- **Specification**, during which the ELSA Law Schools are announced to ELSA International and their respective Organising Committees provide basic information to ELSA International through ELSA Law Schools Specification Form.
- **Preparation**, during which the ELSA Law Schools team coordinates with the Heads of Organising Committees to ensure information exchange and the updating of the ELSA Law Schools Portal.
- **Application**, which takes place between an Opening and a Deadline for applications established by ELSA International. During this period, applications for ELSA Law

Schools are collected and processed through an online platform operated by ELSA International.

- **Selection**, which begins immediately after the Deadline. During this period the Organising Committee selects and notifies all the participants. At the end of the Selection Period the Organising Committee may request for the ELSA Law School to be included in the Additional Application period.
- **Additional Application**, which takes place between an additional Opening and an additional Deadline for applications established by ELSA International. During this period, applications for ELSA Law Schools are collected and processed through an online platform operated by ELSA International.
- **Additional Selection**, which begins immediately after the additional application Deadline. During this period the Organising Committee selects and notifies the participants.
- **Event**, during which the ELSA Law Schools take place.
- **Evaluation**, which takes place after the end of the ELSA Law School. During this time, the participants give feedback on the ELSA Law School to the Organising Committee. The Organising Committee then fills in the ELSA Law Schools Evaluation Form sent out by ELSA International.

1.3.4 The calendar for each Cycle shall be announced to the Network by ELSA International the latest by the end of October for the summer Cycle and by the end of July for the winter Cycle.

1.3.5 An ELSA Law Schools Cycle may be waived by ELSA International if there is less than 5 ELSA Law Schools specified for a Cycle.

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## 2. Responsibilities

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### 2.1 Responsibilities of ELSA International:

- a. Coordinate ELSA Law Schools;
- b. To publish the ELSA Law Schools calendar by the end of October for the summer Cycle and by the end of July for the winter Cycle;
- c. End the Specification period by December for the summer Cycle and by August for the winter Cycle. The exact dates shall be provided in the calendar for the respective Cycles;
- d. Provide support to the Organising Committee upon request;
- e. Provide a joint promotion of ELSA Law Schools;
- f. Execute an adequate Quality Control;
- g. Organise a training weekend, namely the “ELSA Law Schools Training Weekend”, in order to train the Organising Committees of ELSA Law Schools, whereby Each Organising Group has a right to appoint one representative to attend the ELSA Law Schools Training Weekend and the cost of participation, which includes the trainings, accommodation and meals, are covered by the ELSA Law Schools Administrative Fee for at least one representative from each Organising Group.

### 2.2 Responsibilities of the Organising Committees:

- a. to follow the Requirements of ELSA Law Schools;

- b. Sign the ELSA Law Schools Agreement with ELSA International setting out the Minimum Quality Standards, the Privacy Policy and the Cancellation Policy of ELSA Law Schools.
- c. to provide all the information required by ELSA International without undue delay, particularly in regards to the joint promotion;
- d. to comply with the ELSA Law Schools Cycle;
- e. to follow the maximum participation fees regulated in the Financial Management part of the International Council Meeting Decision Book;
- f. to publish a preliminary outline of the subtopics the latest with the opening of the application period;
- g. to publish the complete scientific programme at least 2 months before the event;
- h. to publish information about the accommodation the latest with the opening of the application period;
- i. to ensure that all participants are taken from the place of arrival or have received a detailed guidance on how to get to the place of destination;
- j. to provide all participants with a reception package including the working materials, programme of the ELSA Law School and information about the city;
- k. to grant a certificate of participation only to participants attending at least 85% of the scientific programme. In cases in which this requirement is not fulfilled, the Organising Committee is at liberty to decide whether or not a participant's absence is justified.

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### 3. Quality Control

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3.1 The International Board, especially the Vice President for Seminars and Conferences, shall control the quality of ELSA Law Schools. This includes particularly the resolution of complaints.

For this purpose, the International Board shall have a power:

- to check the revenues and expenditures;
- to check the qualification of the lecturers;
- to ask for the relevant information and clarification;
- to control the compliance with the internal regulations of ELSA.

3.2 In order to prevent potential problems regarding the organisation of ELSA Law Schools, ELSA International shall undertake a coaching role during the whole process.

3.3 The International Board shall solve the disputes primarily by means of dialogue. Its executive powers shall be used only when there is no other option to protect the reputation of ELSA and the interests of the participants.

3.4 For the purposes of Quality Control, the International Board shall have, in case of a breach of the internal regulations, executive powers:

- a. to resolve and answer each complaint delivered to ELSA International;
- b. to inform the respective National Group about the attitude of the Organising Committee in order for it to take the appropriate internal measures;
- c. to remove the respective ELSA Law School from the current Cycle of the ELSA Law Schools, in order to prevent the Organising Committee involved from using the "ELSA Law School" label;



- d. to accept an ELSA Law School into the current Cycle after the end of the Specification Period, upon presentation of an individual case.

3.5 The Vice President for Seminars & Conferences shall report in a workshop during the International Council Meeting about the use of the executive powers.

#### 4. Quality Standards

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**ELSA Law Schools shall comply with the following Quality Standards set for different aspects of the event.**

##### **General**

- The OC shall take immediate action and provide the necessary assistance in issues involving medical attention. There shall be at least one member of OC present at the hospital or other medical institution should a participant be taken to such an institution, provided that the respective participant does not impose otherwise.
- The OC shall provide participants with all the necessary information with regards to the programme of the ELSA Law School at least three weeks prior to the opening of the ELSA Law School. This information will at least include a detailed description of the venue of the accommodation, including available equipment and facilities. In case there are special events planned (e.g. hike, boat trip), this will also be included in the information.
- The OC shall be the responsible party in relation to all matters involving participants and speakers.
- The OC shall provide all participants with a participant badge including at least the name of the participant, the address of the accommodation, the phone number of the Head of OC and the phone number of the emergency services in the country.

##### **Accommodation and Meals**

- Rooms shall have no more than six participants.
- Rooms shall not be of mixed gender unless the involved participants agree otherwise.
- There shall only be participants of the ELSA Law Schools together in the rooms unless the involved participants agree otherwise.
- There shall be at least one showering facility and one toilet for every six participants of the ELSA Law School.
- The OC shall ensure that there is free wireless internet access at the accommodation premises.
- There shall be breakfast, lunch and dinner (including water) provided to the participants of the ELSA Law School.
- Meals shall be diverse throughout the duration of the ELSA Law School.
- There shall be alternative meals provided with respect to dietary restrictions, allergies and preferences of the participant in question when stated in the application form.
- The rooms and the bathrooms shall be cleaned at least once every two days.

##### **Transportation**

- The Organiser shall purchase the tickets for the participants in advance when public transport is used during the ELSA Law School, if possible.

- The participants shall be informed of any feasible means of transportation from points of arrival and departure (like airports or train stations) to the venue of the ELSA Law School as well as estimated prices and possible discounts.
- During the ELSA Law School, there shall be a minimum of one representative of the OC present when using public or private transport providing all the necessary assistance to the participants. This provision shall not apply to participants who are late to the provided transportation or those who have waived their right to the presence of an OC member.

#### **Academic Programme**

- Any readily-available lecture programme(s) and material(s) shall be distributed to the participants at least three weeks prior to the event.
- There shall be at least six speakers with various academic backgrounds.
- The OC shall publish the complete academic programme at least 2 months before the event.
- If requested by the speaker for their presentation, the OC shall aim to organise and have at the speakers' disposal, any materials deemed necessary by the speaker, like flip chart, flip chart papers, markers and a video projector.
- The OC shall ensure that there is free wireless internet access at the lecture location-
- There shall be at least one representative of the OC present during the academic programme at the disposal of the speakers and participants.

#### **Social Programme**

- The OC shall provide a diverse social and cultural programme each day of the official programme with the aim of giving participants the opportunity to get to know each other as well as the culture of the country.
- The OC shall provide sightseeing to the participants of the ELSA Law School.
- There shall be at least one representative of the OC per 10 participants present at the official social and cultural programme providing all the necessary assistance to the participants during the ELSA Law School.
- The OC shall ensure that the premises for the social programme are compliant with the relevant industry safety standards.

#### **Promotion:**

- The Organiser shall use the ELSA Law Schools marketing kit provided by ELSA International as part of the unification of the programme.
- The Organiser shall at all times follow the rules of ELSA's Corporate Identity.

## Study Visits

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### **1. Definition**

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Study Visits are academic, cultural and social exchanges which are organised between one Local or National Group of ELSA and at least one other Group of ELSA, ALSA, DLSA or ILSA.

Study Visits can be:

- a. Unilateral, when one group visits another group;
- b. Bilateral, when two groups visit each other in turn;
- c. Multilateral, when several groups visit one group.

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## 2. Quality Standards

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2.1 Study Visits aim for the mutual understanding and sharing cultural experiences and are combined with an academic programme providing exchange of legal knowledge.

2.2 A Study Visit shall involve at least 5 participants per group. When it is a multilateral Study Visit, the number of participants in total shall be at least 5.

2.3 The academic programme shall have an average duration of a minimum of three hours per day.

2.4 The Study Visit agreement shall be concluded between the groups participating in the Study Visit. The agreement shall be sent to ELSA International.

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## 3. Responsibilities

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### 3.1 Responsibilities of the Hosting Group:

- a. To organise the academic programme of the Study Visit.
- b. To organise a cultural and a social programme including sightseeing.
- c. The Hosting Group should take care of accommodation and meals for the participants and also provide all the information required (especially VISAs, letter of invitation and other legal documents required), unless agreed otherwise by the parties.

### 3.2 Responsibilities of the Visiting Group:

- a. To pay the deposit or pay the accommodation fee and any other necessary fees in advance.
- b. To be an active part of the Study Visit, especially during the academic programme.
- c. To collaborate in everything required by the Hosting Group.

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## 4. Study Visit Portal

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4.1 National Groups shall collect the information for the Study Visits Portal from the local groups and submit it to ELSA International. The Study Visits Portal shall contain at least the following information about each local group:

- A short description of the group's history and location;
- Information about the surroundings and climate;
- Preferred periods for a Study Visit;

- Permanent contact information.

4.2 ELSA International shall collect and compile the information submitted by national groups for the Study Visits Portal, and make the completed Study Visits Portal available, via an online system, for all S&C officers.

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## 5. Damages

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5.1 The hosting group may request a deposit from the visiting group(s). The deposit and its use shall be agreed by the participating parties in advance.

5.2 If the Study Visit agreement is not concluded and a damage occurs, the deposit may not be fully refunded in the event of:

- withdrawal of the visit if the organising group already has a proven financial loss, the organising group shall determine the latest date to cancel the visit without forfeiting the deposit;
- damage incurred during the visit, for example financial loss incurred as a result of material damage.

5.3 The visiting party is responsible for their insurance.

# Institutional Visits

## 1. Definition

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1.1 Institutional Visits are visits to governmental or non – governmental organisations, public administrations, private institutions, universities or other higher education institutions, where the main purpose of the event is the visit itself.

1.2 International Institutional Visits are visits to the headquarters of international governmental or non-governmental organisations, public administrations, private institutions, universities, other higher education institutions or local branches of international institutions situated in a foreign country.

1.3 National Institutional Visits are visits to governmental or non-governmental organisations, public administrations, private institutions, universities, other higher education institutions or local branches of international institutions situated in the country of the organising group.

## 2. Responsibilities

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### 2.1 Responsibilities of the National Groups:

- a. To ensure that the local groups follow the procedure of the Institutional Relations regulations under Decisions relating to BEE.
- b. To ensure that the local groups submit the Event Specification to ELSA International.
- c. To ensure that the local groups submit the Evaluation Form no later than three weeks after the event.

### 2.2 Responsibilities of the Organising Groups:

- a. To inform ELSA International and follow the procedure of the Institutional Relations Regulations under Decisions relating to BEE.
- b. To complete the Event Specification Form.
- c. To complete the Evaluation Form and send it to the national group and ELSA International not later than three weeks after the event.

# ELSA Delegations

## 1. Definition

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1.1 ELSA Delegations is a project which aims to allow ELSA Delegates to represent ELSA International as appointed delegates in meetings and sessions of organisations and institutions where ELSA has a special observership status or cooperates with.

1.2 An ELSA Delegate is a member or an alumnus of an ELSA Group appointed by ELSA International to participate in an ELSA Delegation.

1.3 There are several calls for the ELSA Delegations throughout the year. The Call for ELSA Delegations consists of the opportunities provided by ELSA International in the meetings and sessions of organisations and institutions where ELSA has a special observership status or cooperates with.

## **2. Quality Standards**

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2.1 The Call for ELSA Delegations shall include a clear description of the event, practical information and a general task description for the ELSA Delegates. The Call for Applications shall be actively promoted in National Groups by the National Board.

2.2 All applicants shall provide ELSA International with the necessary documentation, as specified in the guidelines for the selection, to prove their academic qualification and ELSA background as stated in the application.

2.3 It is up to the discretion of ELSA International to appoint the ELSA Delegates, using the principles of objectivity, neutrality and equality.

2.4 The ELSA Delegate

- shall be a member of ELSA or its alumni organisation,
- should have a solid ELSA background and actively participated in ELSA's activities,
- should have an academic competence in the field of law connected to the work of the institution and the topic of the event.

## **3. Responsibilities**

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### **3.1 Responsibilities of ELSA International:**

- ELSA International shall coordinate the participation of ELSA representatives in events and meetings organised by international institutions and organisations.
- ELSA International shall research events organised by international institutions and organisations and provide the Network with the relevant information.
- ELSA International shall prepare the Call for Applicants including the guidelines for the selection of ELSA Delegates.
- ELSA International should select the participants objectively within seven days after the application deadline according to the Guidelines for ELSA Delegations and appoint a Head of Delegation.
- ELSA International shall inform the applicants about the selection and provide the delegates, especially the Head of Delegation, with the necessary information, the contact details of every delegate and upon request a letter of recommendation.
- The National Group of each delegate shall be informed by ELSA International about the selection of its members or its Local Groups' members prior to the respective session.

### **3.2 Responsibilities of the ELSA Delegates:**

- The ELSA Delegates shall inform ELSA International in advance of any official positions or statements they wish to make, attaching a summary of the scientific background. The positions or statements can be announced only after the approval of ELSA International.

- Each member of the delegation shall fill in a comprehensive survey, which will represent the delegation report on the objectives achieved and the means used, including the activities of every member of the delegation and submit it within two weeks after the end of the event to ELSA International. The report should include the contacts made with individuals and institutions. The practical information and the outcome of the report shall be made available to the Network.

## Other S&C Events

### 1. Webinars

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A webinar is a presentation, lecture, workshop or seminar that is transmitted over the web.

### 2. International Conferences of ELSA

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#### 1. Definition

1.1 International Conferences of ELSA are international events organised by the Organising Committee of one or more ELSA Groups that are fulfilling the requirements regulated in this section. International Conferences of ELSA can be defined by an international nature, a focus on the scientific aspect of law and the intention of having an audience comprised of largely international participants.

#### 1.2 Requirements of International Conferences of ELSA

- Conducted in English;
- Lasting for at least 2 days. The 2 days are calculated excluding the day of arrival but including the day of departure;
- Comprising of a scientific and social programme;
- Being organised in close cooperation with an academic or institutional partner. The partner shall supervise and guarantee the quality of the scientific programme.
- Including at least 10 hours of scientific programme. If the duration of the event exceeds 2 days, the total scientific programme shall be prolonged by 5 hours per each extra day.

## General Responsibilities in S&C

### 1. Responsibilities of ELSA International

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1.1 Solve the disputes by the means of dialogue, when the respective parties cannot reach a mutual agreement amongst themselves and refer the case to the ELSA International.

1.2 Produce the necessary manuals, handbooks and guidelines and update outdated materials. To make sure that all these tools are available for S&C officers.

1.3 Analyse submitted evaluation forms, provide statistic data and to properly archive them.

1.4 Facilitate the organisation of ELSA Day and IFP projects, through providing necessary materials and assistance for conducting and evaluating the respective projects, following the responsibilities of ELSA International set out in the ELSA Day and IFP sections of the International Council Meeting Decision Book.

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## **2. Responsibilities of the National Groups**

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2.1 Support and promote the S&C projects of ELSA International.

2.2 Ensure that every international event or any other of the special interest of EI is specified in the Event Specification Form (ESF).

2.3 Facilitate the organisation of ELSA Day and IFP projects on the national level, following the responsibilities of National Groups set out in the ELSA Day and IFP sections of the International Council Meeting Decision Book.

2.4 Ensure that their respective Local Groups organise ELSA Day events.

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## **3. Responsibilities of the Organising Groups**

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3.1 Specify every international event or any other event of the special interest of EI in the Event Specification Form (ESF) and send the ESF to ELSA International at least 1 month prior to the event.

3.2 Publish the initial draft of the Academic Programme at the latest together with opening the application procedure for the event: and to publish the final draft at least 2 months before the event. This does not apply to Study Visits and Institutional Visits.

3.3 Confirm to applicants that their application has been received correctly.

3.4 Inform all the applicants whether their application has been accepted or not, after the selection process, that shall end at least one month before the event.

3.5 Evaluate every S&C event with the participants and the partners involved in the event using the Participants' Evaluation Form.

3.6 Submit evaluation forms for international events and all the other events at the request of ELSA International.



**DECISIONS RELATING TO  
STUDENT TRAINEE EXCHANGE PROGRAMME (STEP)**

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# Definition

The Student Trainee Exchange Programme (STEP) is one of the key areas of ELSA that provides legal traineeships to law students and young lawyers.

## STEP Procedure

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### 1. Structure of STEP

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#### 1.1 Administration

ELSA International is responsible for coordinating the STEP. National and Local Groups provide support for ELSA International in the STEP process.

#### 1.2 STEP Cycles

The STEP year is divided into two cycles. The STEP Cycles consist of five sections that are called Job Hunting, Student Hunting, Matching, Reception and Evaluation. One STEP Cycle contains a Job Hunting Deadline, a Date for the Launch of the Traineeships, an External Student Hunting Deadline, an Internal Student Hunting Deadline, a deadline for matching results and a deadline for the selection results. The dates for each Cycle shall be announced to the network by ELSA International within the first week of their term.

#### 1.3 Definitions

a. Job Hunting

Job Hunting is the period of obtaining the traineeships by ELSA International, National and Local Groups.

b. Launch of the Traineeships

The Launch of the Traineeships describes the publication of STEP traineeships on an online platform. This platform shall be provided by ELSA International.

c. Student Hunting

Student Hunting is the period referring to the acquisition of applicants for the issued traineeships. The application is processed through an online platform provided by ELSA International.

d. External Student Hunting Deadline

The term External Student Hunting Deadline refers to the deadline for the submission of all student applications.

e. Internal Student Hunting Deadline

The term Internal Student Hunting Deadline describes the internal administrative deadline. Upon this deadline the National and Local Officers shall ensure a high level of quality in regards to the applications submitted through the respective National or Local Group.

f. Matching

Matching mainly compasses the reconciliation of requirements given by the traineeship provider and the data of the applicant.

g. Selection

Selection refers to a period during which the traineeship providers may hold interviews with the matched applicants and decide upon the final ranking of the matched applicants.

h. Reception

Reception describes the period in which the Hosting Group prepares for hosting and actually hosts the trainee.

i. Evaluation

Rating by the trainee and the traineeship provider.

#### 1.4 STEP Calendar

a. First Cycle

- i. The Job Hunting Deadline is in October or November.
- ii. The Student Hunting Deadlines are before the 24<sup>th</sup> of December.

b. Second Cycle

- i. The Job Hunting Deadline is in March or April.
- ii. The Student Hunting Deadlines are in April or May.

c. There has to be at least 5 weeks between the Selection Results Deadline and the date of the Earliest Traineeship Start.

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## 2. Traineeships

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### 2.1 Searching for Traineeships

- a. Each Group, whether Local or National, can only search for traineeships within its own federal state or country. Otherwise, the consent of the Local and National Group of the country the traineeship is located in is required.
- b. ELSA International can search for Traineeships or contact externals according to the regulations in the BEE part of the Decision Book (“External Relations/2.Procedures”)

## 2.2 Placement

The traineeships can take place in any law related area.

2.3 Traineeships have a minimum duration of ten working days and a maximum duration of two years.

## 2.4 Issuing a traineeship

Traineeship providers can only issue a traineeship by filling in the Traineeship Specification Form provided by ELSA International in which they state specific Educational Level, Language Skills and Legal Skills. ELSA International has the right to make amendments in the Traineeship Specification Form.

## 2.5 Legal Skills

- a. The traineeship provider shall specify maximum two advanced and three general legal skills in the Traineeship Specification Form for traineeships requiring undergraduate trainees.
- b. The traineeship provider may only specify more advanced legal skills than the prescribed amount if there is a valid reason. Such valid reasons include but not limited to high remuneration or reputation of the organisation.
- c. The Vice President for Student Trainee Exchange Programme of ELSA International will be responsible for evaluating and accepting such reasons.

## 2.6. Compensation

Traineeships have to be paid. The compensation shall cover the general living costs during the time of the traineeship. Compensation can be provided by traineeship provider or by Local or National Group.

## 2.7. Unpaid traineeships

- a. Notwithstanding 2.5 traineeships may be unpaid if the National or Local Group or the respective traineeship provider provides the trainee with accommodation, food, or another form of non-monetary compensation.
- b. Notwithstanding 2.5 traineeships may be unpaid if the traineeship provider issuing the traineeship mainly employs volunteers to reach its aims or is prohibited to pay the trainee by law. In these cases the National or Local Group shall try to fundraise a suitable compensation and/or accommodation.
- c. Notwithstanding 2.5 traineeships may be unpaid at the discretion of ELSA International if the benefit for ELSA members outweighs the lack of payment.
- d. ELSA International shall provide an overview about all unpaid traineeships accepted under the exceptions of 2.6 b and c to the National Groups within four (4) weeks after the Job Hunting Deadline of each Cycle, thereby giving reasons why each of those traineeships fulfilled the requested requirements of 2.6 b and c.

## 2.8 Traineeships within institutions

- a. Institutions are international governmental or non-governmental organisations or bodies thereof.
- b. Traineeships within institutions are always considered as international regardless of who applies.
- c. Traineeships within political fractions e.g. political parties shall not be accepted.

### 3. Application Procedure

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#### 3.1 Application

- a. Only members of ELSA can apply for STEP.
- b. STEP traineeships are international. It is not allowed to apply for traineeships in the country which the applicant has a substantial link to. This provision does not apply to the traineeships provided by ELSA International. Exchange students or international postgraduate students may apply in the country where they do their exchange or postgraduate studies.
- c. Applicants can only apply for a STEP traineeship by using the Student Application Forms provided by ELSA International. ELSA International receives all applications through an online platform provided by ELSA International. The application, CV and Motivational Letter have to be written in English. Additionally, the applicant must provide the necessary diplomas, certificates, recommendations of professors or similar valid documents upon request to verify the qualifications stated within the Student Application Forms. As an exception to the previous sentence, the applicant can state the level of Legal Skills, Language Skills and Educational Level which the applicant will have achieved by the moment of conducting the traineeship.
- d. Applying for and participating in STEP is free of charge.
- e. There is no guarantee of being matched to a traineeship when an application is submitted
- f. Every applicant is eligible to apply for a maximum of three traineeships per Cycle.

#### 3.2 Matching

- a. The matched applications shall be announced to the National Groups within specified time set by ELSA International. The matched applications shall be forwarded to the hosting Local Groups by its respective National Group.
- b. During the Matching process ELSA International shall take the following into account:
  - i. Legal and Language Skills and Educational Level.
  - ii. Poorly written applications shall be sorted out. A CV or a Motivation Letter is to be considered poorly written if the form, structure, grammar, political correctness, politeness, information content, style or length do not correspond to the usual standards.
  - iii. If there is only a low number of applications for a Traineeship or if there are only applications, which could not be matched, the best applications among these shall still be forwarded to the traineeship provider with a remark explaining the circumstances.
- c. There shall be no contact from the applicant to the traineeship provider before the selection is made or before the traineeship provider contacted the applicant first.
- d. The list of matched applicants for each traineeship is displayed on the traineeship provider's interface. ELSA International shall send the username and password to this interface to the respective National Group. The National Group forwards this username and password to the respective Hosting Group or to the traineeship provider directly.

#### 3.3 Selection

- a. The traineeship provider shall select the trainee within the Deadline for Selection Results provided by ELSA International. If this timeframe is not adhered to, the trainee shall be entitled to postpone the start of the traineeship for a time equivalent to that of the traineeship provider's delay.
- b. The traineeship provider shall inform the Hosting Group about the selection results. The Hosting Group shall confirm with the Traineeship Provider if the selection is done correctly and shall then immediately forward this information to ELSA International and the responsible National Group. ELSA International shall then notify the selected applicant within three work days after this information is forwarded from the National Group or Hosting Group.
- c. After ELSA International sends an email to a selected applicant, the National Group of the Hosting Group shall forward this email to the Hosting Group and ensure that the Hosting Group contacts the selected applicant within seven days after ELSA International sends the selection email to the respective National Group.

### 3.4 Specific Regulations

In exceptional cases members of an external organisation may apply for STEP only in accordance with an agreement signed between ELSA International and the external organisation. The application procedure, the quota for applications from non-ELSA members and all other conditions shall be defined by the International Board in each case. The quota for applications from non-ELSA members shall be set in a manner that will not harm the interests of ELSA members applying for STEP.

## STEP Responsibilities

The International, National and Local Groups of ELSA shall promote all available traineeships while also searching for new ones.

### 1. ELSA International

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1.1 ELSA International has to provide the Network with up-to-date forms.

1.2 ELSA International shall provide the Network with contracts for the traineeship provider containing the clauses specified below:

- a. Stating that the issued duration and compensation contained within the Traineeship Specification Form are binding.
- b. Obligating the traineeship provider to guarantee that all the information stated is correct.
- c. Obligating the traineeship provider to provide the trainee with relevant material before the traineeship begins, if prior preparation is required on a specific topic.

- d. Obligating the traineeship provider to rank the matched applicants from the list on the traineeship provider's interface within three weeks.
- e. Obligating the traineeship provider to complete the online Evaluation Form.
- f. Obligating the traineeship provider to provide adequate and secure working conditions in accordance with the respective national legislation.
- g. Implementing the regulations contained within the Penalty System.
- h. The traineeship provider shall sign the Traineeship Agreement provided by ELSA International. The Traineeship Agreement can be adjusted to the needs of the traineeship provider or in accordance with the national legislation. In countries where entering such an agreement is not legally possible, it is allowed for the traineeship provider to create its own agreement. In this case, the trainee shall sign a simplified version of the Traineeship Agreement (Traineeship Confirmation).

1.3 ELSA International shall conduct the matching.

1.4 ELSA International shall submit the username and password to the traineeship provider's interface with the list of matched applicants to the respective National Group.

1.5 ELSA International shall inform the applicant, who has been selected and provide the applicant with the Traineeship Agreement.

1.6 ELSA International shall inform all National Groups about the matching results. Furthermore, ELSA International shall inform the applicants of the selection results through an email.

1.7 ELSA International shall provide support to the Network in regards to the STEP procedure through the Coaching System.

1.8 ELSA International shall directly send the STEP Certificate to the trainee upon completion of the online Traineeship Evaluation Form and to the traineeship provider upon completion of the online Evaluation Form.

1.9 ELSA International shall provide the National Group in which the traineeship was hosted with the evaluation results.

1.10 ELSA International shall administrate a digital archive and statistics for the Network, consisting of:

- a. The traineeships being issued (name of the traineeship provider);
- b. The traineeships being cancelled (reason of cancellation);
- c. The traineeships realised;
- d. The Evaluation Forms of both the traineeship providers and the trainees;
- e. The number of applicants for each traineeship;
- f. The number of applicants in general in each year;
- g. The number of traineeships being issued in each year;
- h. The number of traineeships being realised in each year;
- i. The number of traineeships being cancelled in each year;
- j. The number of trainees cancelling their traineeship in each year;

k. The statistics for each year run from August 1st to July 31st.

1.11 ELSA International shall only collect the necessary data for the purposes stated in the article 1.10. This data shall be completely anonymised, unless explicit consent is provided by the data subject.

1.12 When ELSA International acts as a Hosting Group as defined under STEP Responsibilities/Local Groups/3.1. part of the Decision Book, it has responsibilities in a relation to the traineeship provider, as set under that part.

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## **2. National Groups**

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2.1 National Groups shall provide all necessary training and information about STEP to the Local Groups.

2.2 Upon the receipt and completion of the Traineeship Agreement, National Group shall forward it to ELSA International.

2.3 In the last week of the traineeship, the National Group shall submit the Evaluation Form and Traineeship Evaluation Form to the Hosting Group and remind them to complete it with the traineeship provider and trainee within four weeks after the traineeship ends.

1.2 When a National Group acts as a Hosting Group as defined under STEP Responsibilities/Local Groups/3.1. part of the Decision Book or Sending Group as defined under STEP Responsibilities /Local Groups/3.2. part of the Decision Book,, it has responsibilities as set under those parts.

1.3 National Groups shall verify all the information provided by them or their Local Groups in the Traineeship Specification Forms and confirm all the information therein is up-to-date, correct and complete by approving the Traineeship Specification Forms via the STEP Online System.

2.6 National Groups shall release ELSA International from all third-party claims, legal responsibilities and damages related to the information provided as prescribed under STEP Responsibilities/National Groups/2.5.

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## **3. Local Groups**

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The Sending and Hosting Group shall explain to the applicants their role as representatives of ELSA.

### **3.1 Hosting Group**

Hosting Group means the Local Group who is responsible for the organization of the relevant traineeship. This includes the following responsibilities:



- a. The Hosting Group shall ensure that the Traineeship Specification Forms are filled in properly, i.e. that it adequately represents the responsibilities of the trainee and as such the Hosting Group shall assist the traineeship provider, at their request, to complete the Traineeship Specification Form. The Hosting Group shall ensure that the traineeship provider signs the Traineeship Specification Form.
- b. The Hosting Group shall provide adequate support to the traineeship provider issuing a traineeship, e.g. they should maintain continuous communication with the traineeship provider to inform them about any updates in the process.
- c. The Hosting Group shall provide the contracts provided by ELSA International. However, they are permitted to translate the document into their respective language. The Hosting Group shall also be permitted to change or add paragraphs in the paragraph due to legal necessities.
- d. Any personal data provided to the traineeship providers upon their request by the Hosting Group shall be in compliance with the ELSA International's Privacy Policy and the Data Protection Provision in the Decision Book.
- e. The Hosting Group shall ensure that the traineeship provider receives the username and password to the traineeship provider's interface with the list of matched applicants for their traineeship provided by ELSA International within three days after ELSA International or National Group provides the Hosting Group with the username and password.
- f. The Hosting Group shall provide the selected trainee with proper preparation before and adequate reception and support throughout the duration of the traineeship. Adequate preparation consists of providing the trainee with, at a minimum, the following:
  - information about the host country and city
  - general information about the traineeship provider
  - contact details of the Hosting Group and the traineeship provider
  - advice and assistance in applying for necessary documentation and legal papers (visa, work and residence permit, insurance and other requirements)
  - assistance in finding suitable accommodation in accordance with the trainee's preferences and economic capacity.
- g. The Hosting Group shall provide the trainee with possibilities for cultural learning and community involvement e.g. giving access to local ELSA-events, organising socializing events, involving him/her in daily ELSA-work.
- h. The Hosting Group shall provide assistance to the trainee on finding access to the internet during the traineeship.
- i. The Hosting Group shall periodically evaluate the traineeship with the trainee and the traineeship provider. At the end of the Traineeship, the Hosting Group shall provide the traineeship provider with the online Evaluation Form and the trainee with the online Traineeship Evaluation Form.

- j. The Hosting Group shall inform ELSA International and the applicants about the cancellation of a traineeship immediately after notification by the traineeship provider.

### 3.2 Sending Group

Sending Group means the Local Group or the National Group that the selected trainee belongs to.

- a. The Sending Group is responsible for checking the validity of the information given in the Student Application Form, as well as the Membership status.
- b. The Sending Group shall remind the trainee to look after necessary and valid documents for the traineeship (these include but are not limited to; visa, residence and work permit, valid passport, insurances and so forth).
- c. The Sending Group shall immediately inform ELSA International if the applicant has to cancel his/her application.

## Penalty System

### 1. Applicants

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#### 1.1 False/Inaccurate Information

- a. Where the applicant intentionally or negligently provides false or inaccurate information relating to his/her personal background, the applicant's traineeship shall be cancelled with immediate effect. In addition, this applicant shall be denied any further access to STEP.
- b. If the traineeship provider is unsatisfied with the applicant due to the specified reasons in subsection (a) the applicant shall cover any costs that are incurred.

#### 1.2 Delay

- a. The selected applicant shall confirm his/hers attendance of the traineeship within one week after notification. In case the applicant does not know the results of all traineeships he/she applied for, the deadline for the confirmation shall be extended maximum until the Selection Results Deadline. As soon as possible after the confirmation, he/she shall submit the Traineeship Agreement that may have been adjusted from the traineeship provider's side in accordance with STEP Responsibilities article 1.2.h, to ELSA International within one week after notification. Failure to do so shall result in the loss of certain rights for that traineeship, and the next ranked applicant shall be considered as selected for the traineeship.
- b. Notwithstanding point 1.2.a, in case the circumstances demand so, the Traineeship Agreement may be signed upon trainee's arrival to the traineeship.

- c. If the trainee fails to send the completed Traineeship Evaluation Form within four (4) weeks after the end of the traineeship, he/she shall not receive the STEP Certificate.

### 1.3 Cancellation/Withdrawal

- a. The applicant may only withdraw/cancel the selection if there is a valid reason. Such valid reasons include but are not limited to:
- Any meanwhile necessary medical treatment;
  - Serious family issues;
  - Serious changes to the traineeship conditions compared to those stated in the Traineeship Form
- b. In addition to 1.3. a. once the traineeship has started, the selected trainee may only cancel the traineeship if it differs significantly from what was stated in the Traineeship Form or if the traineeship provider, even when notified, does not provide him/her with adequate working conditions in accordance with the respective national labour law.
- c. In case an applicant is selected for more than one STEP traineeship, he/she may cancel participation in all, except for one, before the Traineeship Agreement is signed or an official confirmation is sent to VP STEP of ELSA International.
- d. If the applicant/trainee withdraws/cancels the traineeship without valid reason he/she shall be denied any further access to STEP. In addition, the trainee shall cover possible costs incurred.

## 2. Traineeship Providers

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### 2.1 Misuse of STEP

In the instance that the traineeship provider has used STEP for the sole reason of receiving the applicants' personal data, the traineeship provider shall be denied access to STEP for two years.

### 2.2 Cancellation

- a. Traineeships may only be cancelled if there is a valid reason. Such valid reasons include but are not limited to:
- insolvency of the traineeship provider
  - lack of suitable applicants

If the traineeship provider cancels the traineeship without a valid reason, they shall cover all possible costs incurred. In addition, the traineeship provider shall be denied access to STEP for one year.

## ANNEX I: LIST OF FAVOURED COUNTRIES (UPDATED IN JANUARY 2018)

The list of favoured countries consists of any country with Gross National Income (GNI) per capita (measured in PPP) equal to or lower than 21,000 International dollars.

This demarcation number shall be indexed at the end of each year, with the average increase in GNI per capita (measured in PPP) of all national ELSA groups. The average increase in GNI per capita (measured in PPP) shall be based on the most recent yearly data from the World Bank online data catalog compared to the second most recent yearly data.

The latest data of GNI per capita (measured in PPP) for ELSA Member countries as published in World Bank online data catalog is available for years 2015 and 2016. The average increase of the indicator between these years is 2.36 %.

**The Indexed Demarcation line amounts to 22 614 International dollars for the year 2018.**

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### ELSA National Groups

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#### Favoured Countries:

Albania  
Armenia  
Azerbaijan  
Belarus  
Bosnia & Herzegovina  
Bulgaria  
Georgia  
Montenegro  
Rep. of Macedonia  
Rep. of Moldova  
Russia  
Serbia  
Ukraine

#### Non-Favoured Countries:

Austria  
Belgium  
Croatia  
Cyprus  
Czech Republic  
Denmark  
Estonia  
Finland  
France  
Germany  
Greece  
Hungary  
Iceland  
Ireland  
Italy  
Latvia  
Lithuania  
Luxembourg  
Malta  
Netherlands  
Norway  
Poland  
Portugal  
Romania  
Slovak Republic  
Slovenia  
Spain  
Sweden  
Switzerland  
Turkey  
United Kingdom

## ANNEX II: PARTICIPATION FEES (UPDATED IN JANUARY 2018)

The participation fee for International Statutory Meetings, International Internal Meetings (SAM, KAM) and the Maximum Participation Fee for S&C Events (excluding study visits and ELSA Law Schools) shall be indexed with the inflation rate of the Euro, as stated by the European Central Bank, every 1st of January. The amount shall be rounded to the nearest natural number. The basis for indexation shall be the participation fee as calculated the year before, up to two decimal points.

The maximum participation fees for the year 2017 were:

**Non-favoured countries:**                      **34 € (pre-rounded 33.96)**  
**Favoured countries:**                         **29 € (pre-rounded 29.42)**

The latest inflation rate available at the 1<sup>st</sup> of January 2018 by the European Central Bank (ECB) from the ECB Statistical Data Warehouse for the month December 2017 was calculated at 1.4%.

([http://sdw.ecb.europa.eu/quickview.do;jsessionid=022C363184EF65EE1A379C98004CFAE9?SERIES\\_KEY=122.ICP.M.U2.N.000000.4.ANR&start=01-12-2017&end=01-01-2018&submitOptions.x=0&submitOptions.y=0&trans=N](http://sdw.ecb.europa.eu/quickview.do;jsessionid=022C363184EF65EE1A379C98004CFAE9?SERIES_KEY=122.ICP.M.U2.N.000000.4.ANR&start=01-12-2017&end=01-01-2018&submitOptions.x=0&submitOptions.y=0&trans=N))

Therefore, the new maximum participation fees for the calendar year 2018 will be as follows:

**Non-favoured countries**                      **34 €**  
( $33.96 * 1.014 = \underline{34.43} = 34$  rounded to the nearest natural number)

**Favoured countries**                            **30 €**  
( $29.42 * 1.014 = \underline{29.83} = 30$  rounded to the nearest natural number)

## **ANNEX III: AGREEMENT BETWEEN ELSA GREECE AND ELSA REPUBLIC OF MACEDONIA**

Point 1: The term ELSA Republic of Macedonia will be used in ELSA documentation as a recognition of the fact that this term constitutes the official constitutional name of the relevant state (according to its internal legal order). The term facilitates the national establishment of the above mentioned ELSA member country and secures its compliance with internal legal order.

The use of the term does not intend to represent any political meaning and it does not ignore international legal order and practice or the negotiations presently held under the auspices of the United Nations, over the use of the relevant country's name.

Furthermore, the use of the term ELSA Republic of Macedonia does not in any way sets against ELSA Greece as a member country of the association, nor does it insult or offend individual members of ELSA with Greek national identity.

Point 2: After the completion of the transitional period, the relevant member country will be referred to according to the results of the negotiations held under the auspices of the United Nations and ELSA International will use that term in order to avoid any political implications.

Point 3: The present document, which rules the relations between the two ELSA member countries, during the transitional period, will be reminded in Plenary at the beginning of every ICM, in order for ELSA to remain non-political and avoid any tension between the relevant two countries.