

# INTERNATIONAL COUNCIL MEETING DECISION BOOK

Authenticated by

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# DECISIONS RELATING TO ELSA IN GENERAL

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# Strategic Planning

### 1. General

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 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

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

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.

# Strategic Goals 2018

### 1. Internal Structure

ELSA shall focus on Human Resources

- National Groups shall have a National Trainers Pool
- ELSA shall create a training strategy
- ELSA shall simplify the process of organising ITP trainings and promote their importance
- ELSA shall continually evaluate, share and optimise recruitment strategies.

# ELSA shall improve knowledge management

- ELSA shall have an online archive available to all ELSA officers consisting of, but not limited to; minutes from previous internal meetings, current editions of the decision book, the statutes and standing orders, workshop presentations, general guidelines, various templates, and handbooks.
- Every ELSA Group shall organise a transition session, common or separated, (of at least one day) before the end of the term in office for the newly elected Board
- Every ELSA Group shall have an Externals' Contacts Database

ELSA shall improve/focus on communication within the network

• ELSA shall have an electronic newsletter directed to all stakeholders of ELSA

# 2. Professional and academic development of law students and young lawyers

ELSA shall improve the quality of, and interest in STEP

- ELSA shall develop a new and common system for the purpose of registration of traineeships, offering traineeships and applying for traineeships within the STEP framework
- ELSA shall strive to have a diversity of employers within STEP
- ELSA International shall extend the STEP offer to traineeships outside of Europe
- ELSA shall increase the number of STEP traineeships in the entire Network by at least 15% on a yearly basis
- ELSA shall increase the number of Student Application Forms in the entire Network by at least 15% on a yearly basis

ELSA shall constantly develop awareness and knowledge of human rights

- ELSA shall develop its own Human Rights programme
- ELSA shall establish human rights partnerships on all levels
- ELSA shall organise an annual ELSA Day with participation of each Local Group

ELSA shall increase the awareness of the International Focus Programme among members and externals, as well as the general implementation of it

- ELSA shall strive to get a larger number of STEP Traineeships within the IFP area
- ELSA shall develop a strategy to maintain and improve partnerships of former IFP topics, even after the introduction of the new IFP topic

ELSA shall offer a broader range of legal education opportunities

- ELSA shall develop a wider catalogue of academic and scientific events and make them available to local groups
- ELSA shall focus on organising Moot Court Competitions on all levels

- ELSA shall focus on organising activities for the development of the practical skills of law students and young lawyers
- ELSA shall prioritise the organisation of Law Schools, as the leading scientific events of the Network

# 3. Internationality

ELSA shall bring the international aspect of the association closer to the national and local level

- ELSA shall focus on regional events as a means of making internationality accessible to more ELSA members
- ELSA shall focus on the promotion of international exchanges between ELSA groups in the Network and the improvement of the structure and the organisation of such activities
- ELSA shall promote legal English trainings within the Network.
- ELSA shall include international exchange students in its activities
- ELSA shall increase the number of international events on both a national and local level

### 4. External relations

ELSA shall improve its cooperation with other organisations, institutions and corporations

- ELSA shall increase the number of National Groups cooperating with the Council of Europe
- ELSA shall increase cooperation with international student organisations throughout all levels of ELSA
- ELSA shall increase the number of partners for STEP and delegations, improve the quality of existing partnerships, and aim to have a long-term cooperation with partners
- ELSA shall establish partnerships with Bar Associations on every level
- ELSA shall increase the number of joint projects with partner organisations within all levels of the Network
- ELSA shall develop long-term cooperation with universities

# 5. Financial stability

ELSA shall be a financially sound organisation with enough resources to fulfil its goals

- ELSA shall have a clear view of its financial situation at all levels, through proper bookkeeping and budgeting
- ELSA shall, on all levels, increase the number of trainings on the topic of effective fundraising
- ELSA shall create a strategy for obtaining grants
- ELSA International shall own, and have a structured plan on financing the acquisition of the premises of its offices
- ELSA International shall move its statutory seat to a more cost efficient jurisdiction

### 6. Profile of ELSA

ELSA shall be known for offering legal opportunities and high quality activities

- ELSA shall focus on increasing understanding of ELSA and ELSA related activities for all its stakeholders and in particular externals
- The websites of ELSA must give a clear overview of the Network's activities

- ELSA shall develop its brand and establish a unified image as an international and professional association.
- A marketing materials database shall be created and used efficiently to ensure a unified image of ELSA
- ELSA shall create and carry out a public relations strategy
- ELSA shall review and update its corporate identity and websites
- ELSA shall aim to obtain support from renowned persons.

# Human Rights

### 1. Commitment

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

Human Rights shall be implemented in all key area activities.

# 3. Responsibilities for Human Rights

- 3.1 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.
- 3.2 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.

### 4. ELSA Day

- 4.1 Every Local Group shall organise an annual ELSA Day event, either alone or in cooperation with other groups.
- 4.2 The ELSA Day event will be organised every last Wednesday of November.

# International Focus Programme

### 1. Introduction

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

- 2.1 The 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 Council when the topic and duration is set. The result can be a Final IFP Conferencem a Final IFP Webinar and/or a Final IFP Publication.
- 2.4 The IFP shall be implemented in all Key Areas.

### 3. Evaluation

3.1 All IFP related events shall be evaluated. Local groups as well as National Groups assure that IFP projects are properly evaluated to ELSA International in due time.

## 4. Responsibilities

- 4.1 Responsibilities of the local group
  - Submit the completed IFP Project Report and other relevant information to ELSA International at the end of each event organised.
- 4.2 Responsibilities of the national group
  - Forward all information on 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.
- 4.3 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;
  - Creating an IFP Manual;

- International Focus Programme
- 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;

# 5. IFP Topic

- 5.1 The topic of the International Focus Programme (IFP), with duration from the 1st of August 2016 until the 31st of July 2019, shall be the following:
- "Environmental Law".
- 5.2 The recommended timeline for the implementation of the IFP on Environmental Law is the following:
  - a. 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.
  - b. 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.
  - c. 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.
  - d. 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.
  - e. 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.
  - f. March 2019 July 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 is to designate one Local or National Group to organise the Final IFP conference to conclude the cycle.
- 5.3 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.).

5.4 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 years of implementation and will include at least the most discussed topics. ELSA International shall be responsible for coordinating the realisation of the final IFP results.

# Data Protection

# 1. Privacy Policy

- 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**

# 1. Rooms

- 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.

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# Board Management

Board Management

### 1. General

1.1 Board Management is one of the main responsibilities of the President including a range of activities, techniques, processes and tools for organizing and coordinating the work of the board members.

# 2. Responsibilities of the President

- 2.1 President is an equal board member with special responsibilities distinctive for his position.
- 2.2 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, with a special focus on STEP;
  - resolution of conflicts in the board;
  - motivating the board members;
  - exercising control over the fulfilment of activities planned by the board.

# 3. Board meetings

- 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.

# Presidents' Duties in Strategic Planning

### 1. General

It is the Presidents' duty to ensure that the current Strategic Plan is respected and implemented by the whole board.

# 2. Monitoring

The President has to gather all relevant Information on Strategic Planning and fill out and return the Strategic Goals Questionnaire.

# 3. Implementation

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

# External Relations

### 1. Definitions

- 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.
- 1.4 The term National Group refers to any National Group and its Local Groups.

# 2. Procedures

- 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 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 of the office it intends to contact.

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

External Relations

- 2.2.1 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.
- 2.2.2 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.
- 2.3 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 of the office it intends to contact.

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.

- 2.3.1 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.
- 2.3.2 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

3.1 The Organising Committee of a project or event organised or co-organised by ELSA International (e.g. ICM, IPM, SAM, KAM, EMC²) shall always request permission from ELSA International and, if applicable, the respective foreign National Group, if they want to approach any external contact.

## 4. Sanctions

- 4.1 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 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 Council. In case no agreement is reached the Council shall decide on a suitable sanction.
- 4.2 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.
- 4.3 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.

# Institutional Relations

### 1. Definitions

- 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.
- 1.5 The' term National Group refers to any National Group and its Local Groups.

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

- 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 information regarding the nature and content of the approach. 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.
  - 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 information regarding the nature and content of the approach.
  - 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. Reporting Institutional Relations

4.1 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.

### 5. Sanctions

- 5.1 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 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 Council.
- 5.2 In case no agreement is reached the Council shall decide on a suitable sanction, upon proposals and hearing of the involved Groups. The Council may agree on any amount not exceeding the highest of the proposed.
- 5.3 The sanction shall not, in any case, exceed the amount of EUR 3,000.
- 5.4 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.
- 5.5 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

# Limits of expansion

Expansion of ELSA should continue until ELSA groups are present in all the universities teaching law in European States as defined in the Article 5.2 of the Statutes.

# The Annual Report

## 1. Definition

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.

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

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

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

# 2. Term

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.

## 3. Responsibilities

### 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.

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# Quality Management

# 1. Responsibilities of ELSA International

### 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;
- Update the ELSA website;
- 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 1st and receive them filled in before July 1st 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.

# 2. Responsibilities of the National ELSA Groups

# 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.
- Accept the application of the following rules and sanctions if they fail to comply with the previous responsibility:
  - The failure in filling in or delivering the report by a Member shall be deemed a very grave infraction of the regulations, which will result in a financial sanction equal to the number of Local Groups or a National Group, which is at the same time acting as a sole Local Group, multiplied by €150. This sanction shall be added to the next membership fee of the Member.
  - ii. The delivery of a report by a Member stating a lower amount of Local Groups than that according to article 1.1 of the present regulations, shall be deemed, upon evidence, a very grave infraction of the regulations, which will result in a financial sanction equal to the difference in the real and declared number of Local Groups multiplied by €150. This sanction shall be added to the next membership fee of the Member.
  - iii. In order to find out the amount of Local Groups as per article 1.1 of these regulations, ELSA International may use all of the means at its disposal; e.g. State of the Network enquiry and letters of authorization.
  - iv. Until the payment, the debt will be considered a debt towards ELSA International for the purpose of article 11.5 of the Statutes.
  - v. These sanctions shall be directly transferred as a contribution to the ELSA Development Foundation.
  - vi. In case of any disagreement on the abovementioned sanctions, between a Member and ELSA International, the Member has the right to address the Council, in accordance to article 11.5 of the Statutes. Only the Council may modify or cancel the sanction.

# 3. Responsibilities of the Local ELSA Groups

Local ELSA Groups shall:

• Comply with the regulations of ELSA;

# 4. One Year Operational Plan

- 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 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.

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

# Internal Affairs

# 1. Access to ELSA Activities

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

### 2. ELSA International

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

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

# International Council Meetings

# 1. Applications

- 1.1 Applications
  - 1.1.1 Applications have to be submitted by the national boards.
  - 1.1.2 Individual applications can be accepted at the discretion of the OC.

# 1.2 Deadlines

- 1.2.1 The deadline for all applications is at the discretion of the OC, 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 OC.

# 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.

# 2. Participation Fees

- 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. 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.

# 3. Workshops

- 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 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 secretaries are responsible for writing down the minutes of the workshop. These minutes will be an appendix to the International Council Meeting minutes. The secretaries shall submit the final version of the minutes to the respective International Board member before the opening of the Final Plenary.

- 3.5 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.
- 3.6 Members and Observers can vote in the workshops. 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.
- 3.7 Observers have the right to vote in the workshop only for procedural matters, e.g. the election of WS officers and changes to the WS agenda.
- 3.8 Observers cannot vote on statements, recommendations, and proposals.

# 4. Former International Board at the next International Council Meeting

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 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.

# 5. Application to host an International Council Meeting

- 5.1 A written application to host an International Council Meeting must be handed in to the International Board.
- 5.2 The application shall contain a draft budget, a draft programme and can be supplemented by other relevant material.
- 5.3 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

- 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:
  - a. the International Presidents' Meeting (IPM),
  - b. the Supporting Area Meeting (SAM), and
  - c. the Key Area Meeting (KAM).
- 1.2 The International Presidents' Meeting is a horizontal 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. In this meeting, the supporting area officers enlarge their knowledge about their area by exchanging experiences and ideas. Furthermore, they prepare themselves for the upcoming International Council Meetings.
- 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. In this meeting, the key area officers enlarge their knowledge about their area by exchanging experiences and ideas. Furthermore, they prepare themselves for the upcoming International Council Meetings.

### 2. Timeframe

- 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 start no earlier than the first Wednesday of August and shall finish no later than the first Sunday of September.
- 2.2 The Supporting Area Meeting shall meet on an annual basis in the first two months of each term of ELSA International.
- 2.3 The Key Area Meeting shall meet on an annual basis in the first two months of each term of ELSA International.

# 3. Application to host an International Area Meeting

- 3.1 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.
- 3.2 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.
- 3.3 The Organising Committee has to provide a minimum of 50 spots for participants.
- 3.4 All applications from Local Groups shall be submitted to the International Board by their respective National Group.
- 3.5 Local Groups may only apply on their own behalf if:
  - i. There is no National Group in their country
  - ii. Their National Group has persistently refused to offer their administrative support to the Local Group, proven to the satisfaction of ELSA International.

# 4. Applications

- 4.1 The President of the International Board or his or her substitute must attend the IPM. National officers in charge of Board Management, External Relations and Expansion or their substitutes are invited to attend the IPM. National officers can invite local officers to attend the IPM. The total amount of participants of the IPM shall be limited to 50 people, excluding the members of the International Board as well as any trainers or other externals.
- 4.2 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.
- 4.3 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.

# 5 Participation Fees

- 5.1 The Organising Committees shall comply with Council Decision FM 01/07 I "Maximum Participation Fee for Statutory Meetings and International Internal Meetings" when charging the participation fee.
- 5.2 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.

- 5.3 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.
- 5.4 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.

# Human Resources

# 1. The Human Resources Cycles of ELSA

- 1.1 The Human Resources Cycles of ELSA (hereinafter HRC) 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 HRC of ELSA, which constitutes a separate comprehensive framework.

# 2. The core structural provisions of the Human Resources Cycles

- 2.1 The HR Cycles are:
  - a. Recruitment,
  - b. Integration,
  - c. Maintenance,
  - d. Development and Knowledge Management,
  - e. Farewell and Alumni.
- 2.2 Recruitment is an ongoing process at all levels of ELSA. It is the stage of approaching a potential ELSA member and gaining additional human resources.
- 2.3 Integration focuses on forging a welcoming environment for new members, introducing them to the cooperative and interactive spirit that transpires the Association as well as to the wide range of activities of ELSA, while motivating and encouraging them to actively participate.
- 2.4 Maintenance is considered as a crucial cycle in the context of ELSA, which determines if members' interest is enforced, simply maintained, or faded. During this stage, the active participation of members shall attract appreciation and personal reward, which boosts their motivation towards further involvement.
- 2.5 Development marks the advancement of members to executives of administration, whereas Knowledge Management illustrates the transmission of core ELSA information connected to officers' responsibilities.

2.6 Farewell indicates the conclusion of members' or officers' active engagement in ELSA and their further involvement in the Association as alumni. Alumni shall feel included and be given the opportunity to acquire social and professional contact with future members and officers. This stage signifies the experience and expertise that following generations draw from their predecessors.

# 3. Evaluation of the Human Resources Cycles

3.1 The evaluation of the HRC shall be conducted annually and presented at the spring International Council Meeting during the IM workshop.

# 4. National and Local Groups

- 4.1 The National and Local Groups shall adhere to the core structural provisions of the HRC of ELSA in accordance with article 3, though if necessary they shall be adjusted to the special overall circumstances of their respective networks.
- 4.2 The National and Local Groups may proceed in creating their own HRC, provided that the core HR structure is followed, aiming at the furthest possible harmonization of the management of human resources throughout the Network.

# Training

# 1. Definition

- 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 Trainings in ELSA:
  - 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 Training body of ELSA.

## 2. 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, at his/her disposal, is appointing a trainer for the requested event.
- 2.3 The Organising ELSA Group is expected to cover travel and accommodation costs for the appointed trainer.

# 3. 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 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.
- 3.3 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.

# Information Technology

### 1. Websites in the network

- 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 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.

Domains for local groups should be set up in the same way. They can also be configured as subdomains 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.

1.3 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.

# 2. E-mail communication

- 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, and
- d. the postal address of the ELSA Group.

# 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.

# DECISIONS RELATING TO 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 International 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

# Reimbursement regulations

# 1. Definition

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

### 2. General regulations

- 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.

# 3. Reimbursements for using a private car

- 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

### 1. Definition

- 1.1. In these regulations damages mean monetary loses to ELSA International caused directly by intent or by gross negligence of an International Board member.
- 1.2. Gross negligence, in these regulations, 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. Principally, damages of this type should be reimbursed to ELSA International.
- 1.5. These regulations do not waive the possibility of ELSA International to seek larger reimbursements through court procedures.

### 2. Procedure by the International Board

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.

burse damages to

2.2 If the International Board member obliged by a vote described above to reimburse damages to ELSA does not accept the result of vote, he or she may ask the auditors of ELSA International to give their opinion upon the damage falling under the definition of the article 1. If the auditors agree with the result of the vote, the damage will be reimbursed to ELSA in accordance to article 4 below. If the auditors disagree with the voting result, the vote is disregarded and no further action is taken.

# 3 Procedure by the Auditors

- 3.1 The auditors of ELSA International may propose to the International Board to take up a damage caused to ELSA International by an International Board member in a board meeting.
- 3.2 If the International Board refuses to do so or the auditors disagree with the result of the voting, they shall mention this in the auditing report.

# 4 Payment procedure

- 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

- 1.1 The Membership Fee is calculated through a formula which incorporates the number of Established Local Groups of each National Group as stated in the Local Group Report as delivered by July 1st (LG number) and also the Gross National Income per capita (GNI), measured in Purchasing Power Parity (PPP) for their respective countries.
- 1.2 Local groups of ELSA specified under the respective National Group's regulations as Local members, which have achieved membership status over 1 year ago at the point of receival of the report from ELSA International (article 2 of the "Local groups" regulation within the Internal Management part of the Decision Book) shall be, for the purpose of the Membership fee calculation, deemed 'Established Local groups'.

- 1.3 Only the Established local groups shall be taken into account for the purpose of the Membership fee calculation. If the report mentioned in the article 1.2 does not provide necessary information to determine the Establishment status of the Local Group, or if the Establishment status is unclear, the Local Group shall be considered Established.
- 1.4 Without prejudice to its status as a National Group, the Membership Fee for National Groups which are at the same time acting as a sole Local Group, shall be calculated as if for one Established Local Group.
- 1.5 The 'Global Membership Fee' is the total amount of Membership Fees, not including the Administration Fees of Observers, to be collected by ELSA International from the National Groups. The Global Membership Fee for each financial year is set by the International Council Meeting of ELSA when adopting the budget for the said financial year and can only be amended simultaneously with the budget of ELSA International for the said financial year.

'GNI' is the GNI per capita (measured in PPP), as available on the World Bank online data catalog (<a href="http://data.worldbank.org/indicator/NY.GNP.PCAP.PP.CD/countries">http://data.worldbank.org/indicator/NY.GNP.PCAP.PP.CD/countries</a>) at the 30th of June for the respective year.

'Member Country' is a country in which a National Group of ELSA International is registered.

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

MFx = [ (GMF \* (Country LG / Total LG) ] \* [1 + ((GNIx – GNIwa.) / GNIwa.) \* 0,65]

where

'MFx' is the Membership Fee for the respective country

'GMF' is the Global Membership Fee

'Total LG' is the number of the Established Local Groups in the entire Network as stated in the Local Group Report

'Country LG' is the number of Established Local Groups in the respective National Group as stated in the Local Group Report

'GNIx' is the GNI per capita (measured in PPP) for each respective country

'GNIwa' is the weighted average GNI per capita (measured in PPP), which is calculated by multiplying the 'GNIx' and the 'Country LG' for every country. The sum of all these figures is then divided by 'Total LG'.

The coefficient of '0.65' represents the impact that differences in the GNI between the countries have on the different Membership Fee that countries have to pay.

1.7 National Groups becoming Members at the Spring 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 Council Meeting will not pay the Membership Fee for the year in which it becomes a member.

- 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 The Global Membership Fee will be set at 23,000 Euros. This amount can be changed if the development of the Association indicates that the change is needed.

#### 2. Administration Fee for Observers

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

### 3. Publishing the GNI numbers

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.

# 4. List of Favoured Countries

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 Any country not found in the World Bank online data catalog shall be considered as a favoured country.
- 4.5 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.
- 4.6 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.
- 4.7 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.

# Event Fees

# 1. 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.

# 2. Maximum Participation Fee for S&C Events

The maximum participation fee for participants of 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- and ELSA Law Schools.

# 3. Maximum Participation Fee for ELSA Law Schools

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.

# 4. ELSA Law Schools Administrative Fee

To create an ELSA Law School and thereby being a part of the biannual ELSA Law School Cycle an administrative fee of EUR 300,00 including a deposit of EUR 50,00 has to be paid towards ELSA International by the respective Organising Group. The deposit of EUR 50,00 shall be reimbursed to the Organising Group after the completion of the respective evaluation form.

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. However, in case of exceptional circumstances an alternative payment option can be found in collaboration with the Vice President for Seminars and Conferences and the Treasurer of ELSA International.

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

### 5. Indexation

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

# 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.

#### 2. Modes of Support

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

- (A) Project Support
  - (A.1) Financial assistance for events constituting a core activity of ELSA.
- (B) Internal Meeting Support
  - (B.1) Financial assistance for organizing International Council Meetings, International Presidents Meeting, Key Area Meeting or Supporting Area Meeting

# (C) Training Support

- (C.1) Financial assistance for international and national training events, or events incorporating training sessions, organised to increase awareness of ELSA, or dealing in specific ELSA areas, which is catered towards an audience at least half of whom are not from the country of the organising National or Local Group.
- (C.2) Travel and/or accommodation expenses of trainers for training events or sessions organised by National Groups or Local Groups.
- (C.3) Travel and/or accommodation expenses of National Board members for training sessions organised by ELSA International, National Groups or Local Groups.

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

# (D) Network Support

- (D.1) Travel and/or accommodation expenses of National Board member to Statutory Meetings.
- (D.2) Financial assistance for events constituting an activity for officers of ELSA.

# 3. Eligible Applicants

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

- 4.1 Local Groups may only apply for modes of support A.1, B.1, C.1, C.2, D.2.
- 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 ELSA International;
- 4.4 Local Groups may only apply if they are lacking financial resources.

### 5. National Groups eligibility Criteria

- 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

# 6.1 Application Form

- 6.1.1 Every EDF applicant is to fill out their respective EDF Application Form which will be provided to the applicant by ELSA International upon request.
- 6.1.2 The application shall contain the following information:
  - a. general information about the applicant;
  - b. one selected mode of support;
  - c. description of the event/activity, unless the application is for Mode of Support B.1;
  - d. estimation of influence of the grant on the situation of the group;
  - e. description of the situation of the applicant;
  - f. budget of the event/activity detailing the amount requested from the EDF.

#### 6.2 Timeline

- 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 next cycle starts immediately after the previous cycle ends. 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 the application period for a cycle, the Board of Directors shall take decisions on all of the applications received during this cycle, and communicate the decisions to the applicants within one week after the decisions have been made.
- 6.2.4 The Board of Directors may also, if they deem it fit to do so, and before taking a decision on any particular application, ask the applicant to re-write the application form, 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 Exceptional Procedure

The Board of Directors may exceptionally, upon evaluating the application against the Award Criteria under article 7, accept a submission, which was received after the end of a cycle application period, 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 application period.

The Board of Directors may decide upon applications for travel and/or accommodation expenses of National Board members to Statutory Meetings before the application deadline of the respective Statutory Meeting.

### 7. Award Criteria

- 7.1 The Board of Directors is at liberty to decide on the amount to be granted on the application.
- 7.2 While deciding the amount to be granted the Board of Directors can name a purpose to which the granted amount shall be used.
- 7.3 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 fulfilment of the eligibility criteria of the applicant;
  - ii. the quality of the submitted application form;
  - iii. the quality of the plan of action and draft budget;
  - iv. the quality of the event or the activity;
  - v. the multiplier effect that financing the event or activity would have on the Network.
  - vi. the resources currently available in the EDF.
  - vii. the priorities of the EDF set by the Board of Directors and announced through the Presidents' and Treasurers' mailing list in August for the whole 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.

# 8. Payment Procedure

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 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.

- iv. 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.
- v. 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.
- vi. 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 Activity Report, the Financial Report and the receipts, the Board of Directors shall directly credit the relevant amount to the bank account of the applicant, based on the proved amount of loss made by the Applicant. In exceptional circumstances in which bank transfer is not reasonable the Board of Directors may pay the relevant amount in cash to the appointed representative 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 Activity Report, the Financial Report and the receipts.
- 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. Should the application be originally accepted one day late under the Exceptional procedure, the amount credited may be limited to one half of the amount calculated under the points (i) and (ii) of this article.
- iv. Should the application be originally accepted two days late under the Exceptional procedure, the amount credited may be limited to one quarter of the amount calculated under the points (i) and (ii) of this article.

### 9. Financing of the Foundation

9.1 For the purposes of the financing of the EDF a National Group will be seen as the entity that is responsible for ELSA on a national level in a country.

#### 9.2 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. ELSA International shall yearly contribute 5% of the general partnership income and online advertisement income of the previous financial year to the EDF.
- iii. 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.

### 9.3 EDF Report

- i. The National Groups shall fill in and submit a 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 based on the last information the Board of Directors of EDF has regarding the National Group's contribution towards the EDF. Such National Groups will be considered non eligible to apply for EDF support until the National Group fills in the report.
- iv. Any EDF invoices left unpaid shall be treated in the same manner as all other debts to ELSA International.

# 10. Administration of the Foundation

- 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 Council Meeting and final accounts to be presented for approval of the Autumn Council Meeting.
- 10.4. The Chairman of the EDF shall prepare a statistical report on the usage of the funds of the EDF from the start of his term as the Treasurer of ELSA International and send it out over the Treasurers' mailing list within one month after each cycle has ended. This report shall contain:
  - i. the incomes of the EDF, meaning the received yearly contributions to the EDF,
- ii. the types of events or activities, which were supported by the funds of the EDF,
- iii. the exact amounts credited to these events or activities,
- iv. the amounts initially granted to these events or activities,
- v. the amount which is already capitalised.

If possible, the report shall not enable the identification of the beneficiaries of these funds, and is to be used for statistical purposes.

- 10.5 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.
- 10.6 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.

# 11. Auditing of the Foundation

- 11.1 Auditors of ELSA International shall be appointed as Auditors of the EDF by the Board of Directors, after positive recommendation of the Council of ELSA.
- 11.2 The Auditors shall examine the accounts of all revenue and expenditure of EDF and fulfillment of the regulations of EDF by the Board of Directors, according to the generally accepted auditing standards. The Auditors shall provide a certification as to the reliability of the accounts and the legality and regularity of the underlying transactions. The Auditors shall present their audit report and certification concerning the interim and the final accounts to the Council.

# 12. Capitalizing of the Foundation

- 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.
- 12.3 The annual income which wasn't granted in the current financial year is not considered a capitalized amount, in case it is in accordance with the Statutes of the EDF.

# Grants Regulations

#### 1. Definition

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.

#### 2. Procedure

- 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.

# 3. Registration

- 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 2016-2019

#### 1. The Focus

### 1.1 Fundraising Focuses:

#### 1.1.1 Partnerships

- Fundraising from Partnership sources shall fall into two categories General Partnerships and Project Partnerships.
- The International Board shall make effort for the Project Partnerships to result into General Partnerships.

# 1.1.2 Membership fees

• To equalize inflation and other influences, Membership Fees should be adjusted by the Council every three years.

#### 1.1.3 Marketing

• Income raised through Marketing activities - advertising and magazines - shall only be used as a supportive source of funding.

# 1.1.4 Grant Strategy

- The International Board shall apply for Structural and Project Grants only after consulting during a Board meeting, which assesses the necessity of such Grants, benefits and risks of applying.
- The Incumbent Treasurer shall always be aware of the deadlines for applying for new grants, and reporting of the current ones.
- The Incumbent Treasurer shall control, whether the spending of the granted money follows the granted reason, and inform the International Board if it is not so.

# 1.2 Expenditure Focuses:

#### 1.2.1 Professionalization

- The International Board shall focus the spending towards establishing a permanent secretariat, which shall compose of a secretary, an accountant and a lawyer. The secretariat does not have to be employed by ELSA directly, as long as it is responsive and duly working.
- The International Board shall utilize consulting when professionalizing the association.

### 1.2.2 Knowledge management

• The International Board shall spend resources on digitalizing of the Archive of ELSA International, in order to make the Archive available to every member on an internal database.

# 1.2.3 Network Support

1.2.3.1 ELSA International shall ensure visits of all national groups and observers by arranging travels of the International Board or members of the International Team during their term in office, in order to provide support with practical knowledge.

- 1.2.4 Allocation of Excessive funds from the general budget shall further prioritize the following topics:
  - Development and maintenance of IT structures capable of handling the STEP and Moot Court Competition registration and processes.
  - Attending and organizing Networking events for the International Board.
  - Establishment of a separate office close to accommodation premises of the International Board.
  - Inhouse and Outhouse travels for the International Boards in case the final balance of the year after an Internal Audit results in a profit.

### 1.3 Principles:

- General Incomes and Expenses shall be visibly separated from the Project related Incomes and Expenses.
- General running Expenses of the International Board remunerations, supplies, travel costs, etc.
   shall be allocated to the Project Expenses within project budgets proportionally.
- Project Incomes shall not be used to cover General Expenses.

# 2. The Execution

# 2.1 Fundraising Executions:

- 2.1.1 General Partnership Income shall be maintained between 30 60% of the General Income.
- 2.1.2 Membership Fee Income shall be maintained between 10 25% of the General Income.
- 2.1.3 Advertising Income and Income from publications combined Income shall be maintained between 15-40% of the General Income.
- 2.1.4 Income from Operating / Structural Grants shall be maintained between  $10-50\,\%$  of the General Income.

# 2.2 Expenditure Executions:

- 2.2.1 Expenses for the ELSA House shall be maintained between 20 35% of the General Expenses.
- $2.2.2\,\mathrm{International}$  Board Remunerations shall be maintained between 20 30% of the General Expenses.

 $2.2.3\,\mathrm{International}$  Board Travel expenses shall be maintained between 10 - 20% of the General Expenses.

# **DECISIONS RELATING TO MARKETING (MKT)**

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# Communication

# 1. Production of Marketing Material

- 1.1 Each group shall produce marketing material reflecting a positive and professional image addressing a specific target group
- 1.2 The type of marketing material produced should be chosen in cooperation with the respective person under whose area the marketed activities in question fall.
- 1.3 The ELSA logo, following the uniformity rules, has to be featured on all Marketing Materials.

# 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 September and at the latest before the autumn International Council Meeting. The spring edition shall be published and distributed at the earliest during the month of February and at the latest before the spring International Council Meeting.
- 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 The number of copies of Synergy produced within the budget, except the requested additional copies, shall be equally distributed between the National Groups in relation to the number of Groups they cover.

- 2.3 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.
- 2.4 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.
- 2.5 Each National Group is entitled to 20 copies of each Synergy issue for each Local Group plus additional 20 copies for the National Group.
- 2.6 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.
- 2.7 Printing and distribution costs of additional copies requested by the National Groups will have to be financed by the requesting Group.
- 2.8 A request for additional copies must be submitted to ELSA International before deadline for submission of articles to the relevant issue.

#### 3. Responsibilities for Synergy

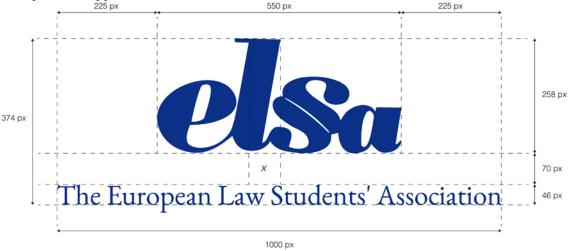
- 3.1 Responsibilities of the Local Group
  - Encourage its members to write articles for Synergy
  - Promote the publication
  - Ensure the address sent to the National Group for the shipping list is correct
  - Make sure the publication reaches its members
- 3.2 Responsibilities of the National Group
  - Encourage the promotion of Synergy
  - Encourage all their members to write articles for Synergy
  - Ensure the addresses provided in the shipping list are correct
  - Make sure the publication reaches the Local Groups
- 3.3 Responsibilities of ELSA International
  - Produce the magazine
  - Promote the magazine and encourage people to write articles
  - Ensure the high quality of Synergy and that it project a positive and professional image of ELSA
  - Distribute it among the National Groups

# 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 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.

1.5 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; herby 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.

# 2. Responsibilities of the groups

- 2.1 Responsibilities of the Local Group
  - Ensure the protection of the ELSA brand
  - Implement the uniformity rules
  - Ensure that breaches of the uniformity rules, especially the logo rules are corrected immediately and mistakes are removed
  - Consult the National Group if in doubt

# 2.2 Responsibilities of the National Group

- Ensure the protection of the ELSA brand
- Implement the uniformity rules
- Make sure that the Local Groups have knowledge about the uniformity rules
- Supervise the correct use of the uniformity rules and enforce them in the groups
- Make sure that all breaches are corrected immediately and mistakes are removed
- Consult ELSA International if in doubt

# 2.3. Responsibilities of ELSA International

- Ensure the protection of the ELSA brand
- Make sure that the uniformity rules are implemented throughout the Network
- Prepare manuals on how to implement the uniformity rules and make these manuals available to the Network
- Supervise the correct use of the uniformity rules in all National Groups
- When breaches are noticed, contact the breaching group immediately and see to it that they are corrected.

# DECISIONS RELATING TO ACADEMIC ACTIVITIES (AA)

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# 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 shall be signed by the speaker or the respective academic partner involved, if possible.

# 2. International AA Projects

2.1 In order to preserve the interest of the whole Network, permission is required for the organisation of an international AA project. Before starting the planning, local and national groups shall contact the International Board and the latter takes a decision.

# Policies concerning AA Projects

# 1. Academic Activities (AA) Projects

#### 1.1 Academic Competitions

- 1.1.1 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.
- 1.1.2 The AA officer shall assure that the academic competition has a relevant legal topic in accordance with the scope of the Association, a recognised jury and a comprehensive set of rules.
- 1.1.3 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.

#### 1.2 Legal Research Group

1.2.1 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

1.2.2 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.

Participation Policies regarding International Legal Research Group

# 1.2.2.1. 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.

# 1.2.2.2 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;

# 1.2.2.3 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.

1.2.2.4 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.

- 1.2.3 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.
- 1.2.4 The legal research group shall make its conclusions publicly accessible in the form of a final report

# 1.3 Lawyers at Work Event

- 1.3.1 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.
- 1.3.2 L@W event should involve interactive learning opportunities such as case solving, legal courses or job interviews, CV trainings etc.

#### 1.4 Law Review

- 1.4.1 A Law Review is a legal publication consisting of contributions from students, practitioners and academics.
- 1.4.2. 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.
- 1.4.3 The AA officers shall ensure that the Law Review has an Editorial Board responsible for selection of contributions of the highest academic standard.
- 1.4.4 The Editorial Board should consist of students, practitioners and academics.

# Policies concerning Moot Court Competitions

#### 1. General

- 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

- 2.1 The ELSA Moot Court Competition on WTO law (EMC<sup>2</sup>)
  - 2.1.1 The EMC<sup>2</sup> is a simulated hearing of the Dispute Settlement Body of the World Trade Organization (WTO). It is open to teams from all around the globe.
  - 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 two rounds: the written round and the Final Round. Local and National Groups may organize local, national or regional EHRMCC Premoots.
- 2.3 Specific 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.
  - 2.3.3 Organize National Rounds of the EHRMCC and the EMC2, if needed, and Regional Rounds of the EMC2.
- 2.4 Specific Responsibilities of ELSA International
  - 2.4.1 ELSA International is overall responsible for the organization of the EMC2 and the EHRMCC.

# General Responsibilities in AA

### 1. Responsibilities of the Local AA Officers

- 1.1 Submit the AA Project Specification Form and the AA Project Evaluation Form to ELSA International, when the Local Group organises an international AA project.
- 1.2 Support and promote the AA projects organised by ELSA International.

# 2. Responsibilities of the National AA Officers

- 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.

# 3. Responsibilities of International AA Officers

3.1 The Vice President in charge of ELSA Moot Court Competitions is the overall responsible person for the coordination of the ELSA 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.

3.2 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.

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

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# S&C Policies, Minimum Quality Standards and Responsibilities

#### 1. General

- 1.1 An S&C event is an event where participants acquire knowledge by means of passive learning through a seminar, a conference, a lecture, a panel discussion, a law school, a webinar, an institutional visit, a study visit or any other activity.
- 1.2 In case a certificate or diploma is issued upon an S&C event, the certificate or diploma shall be signed by the speaker or the respective academic partner involved, if possible.

#### 2. Scientific Events

#### 2.1 Definition

To contribute to the legal education of law students and young lawyers ELSA organises different types of scientific events. These events can be structured in different ways as set out below.

#### a. Lectures

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

# b. Panel Discussions

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

# c. Seminars

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.

# d. Conferences

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.

#### e. ELSA Law Schools

A law school is an annual event organised in a close co-operation with an academic or institutional partner, lasting for at least 7 days with a minimum of a 20 hours scientific programme.

#### f. Webinars

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

# 3. Study Visits

#### 3.1 Definition

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.

### 3.2 Minimum Quality Standards

- 3.2.1 Study Visits aim for the mutual understanding and sharing cultural experiences and are combined with an academic programme providing exchange of legal knowledge.
- 3.2.2 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.
- 3.2.3 The academic programme shall have an average duration of a minimum of three hours per day.
- 3.2.4 The Study Visit agreement shall be concluded between the groups participating in the Study Visit. The agreement shall be sent to ELSA International

# 3.3 Responsibilities for Quality

#### 3.3.1 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.

# 3.3.2 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.

### 3.4 Study Visit Guide (SVG)

- 3.4.1 National Groups shall collect the information for the Study Visits Guide (SVG) from the local groups and submit it to ELSA International. The study visits guide 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.

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

#### 4. Institutional Visits

#### 4.1 Definition

- 4.1.1 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.
- 4.1.2 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.
- 4.1.3 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.

# 4.2 Responsibilities for Quality

#### 4.2.1 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.

#### 4.2.2 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.

# 5. Participation in Events organised by International Institutions – ELSA Delegations

- 5.1 ELSA Delegations is a project which aims to allow ELSA representatives 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.
- 5.2 ELSA International shall coordinate the participation of ELSA representatives in events and meetings organised by international institutions and organisations.

- 5.3 ELSA International shall research events organised by international institutions and organisations and provide the Network with the relevant information.
- 5.4 ELSA International shall prepare a Call for Applicants including the guidelines for the selection of representatives. The Call shall include a clear description of the event, practical information and a general task description for the representatives. The Call for Applications shall be actively promoted in National Groups by the National Board.
- 5.5 It is up to the discretion of ELSA International to appoint the representatives, using the principles of objectivity, neutrality and equality.
- 5.6 The representative shall be a member of ELSA or its alumni organisation, should have a solid ELSA background and actively participated in ELSA's activities and should have an academic competence in the field of law connected to the work of the institution and the topic of the event.
- 5.7 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.
- 5.8 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.
- 5.9 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.
- 5.10 The representatives 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.
- 5.11 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.

S&C Policies, Minimum Quality Standards and Responsibilities

# 6. ELSA Law Schools

#### 6.1 Definition

6.1.1 ELSA Law Schools are international events that shall fulfil the requirements regulated in this section.

# 6.2 Requirements of ELSA Law Schools

#### ELSA Law Schools:

- 6.2.1 Aim to be annual.
- 6.2.2 Shall be open for everyone and conducted in English.
- 6.2.3 Shall last for at least 7 days. The 7 days are calculated excluding the day of arrival but including the day of departure.
- 6.2.4 Shall comprise 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.

- 6.2.5 Shall include 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.
- 6.2.6 Shall be 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.
- 6.2.7 Shall comply with ELSA Law Schools Cycle. ELSA International may allow exceptions in special cases.

# 6.3 ELSA Law Schools System

#### 6.3.1 Administration

- a. The ELSA Law Schools System is composed of all the individual ELSA Law Schools organised in the ELSA Network.
- b. An ELSA Law School is a project organised by the Organising Committee of a National or Local Group of ELSA.
- c. ELSA International is responsible for the overall coordination of the ELSA Law School System.

#### 6.3.2 ELSA Law Schools Cycles

- a. 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 1st of July and the 20th of September. To qualify into the winter Cycle, the ELSA Law School shall take place between the 10th of December and the 20th of March.
- b. 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.
- c. 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.
- d. An ELSA Law Schools Cycle may be waived by ELSA International if there is less than 10 ELSA Law Schools specified for a Cycle.

# 6.4 ELSA Law Schools Training Weekend

a. ELSA International shall organise a training weekend in order to train the Organising Committees of ELSA Law Schools.

- b. Each Organising Group has a right to appoint one representative to attend the ELSA Law Schools Training Weekend.
- c. 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.
- 6.5 ELSA Law Schools Agreement
- 6.5.1 The Organising Committee shall sign the agreement with ELSA International setting out the Minimum Quality Standards, the Privacy Policy and the Cancellation Policy of ELSA Law Schools.

#### 6.6 Responsibilities

# 6.6.1 of an Organising Committee:

a. to follow the Requirements of ELSA Law Schools;

- b. to provide all the information required by ELSA International without undue delay, particularly in regards to the joint promotion;
- c. to comply with the ELSA Law Schools Cycle;
- d. to follow the maximum participation fees regulated in the Financial Management part of the Decision Book;
- e. to publish a preliminary outline of the subtopics the latest with the opening of the application period;
- f. to publish the complete scientific programme at least 2 months before the event;
- g. to publish information about the accommodation the latest with the opening of the application period;
- h. 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;
- i. to provide all participants with a reception package including the working materials, programme of the ELSA Law School and information about the city;
- j. 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.

#### 6.6.2 of ELSA International:

- a. to 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. to end the Specification period by December for the summer Cycle and by July for the winter Cycle. The exact dates shall be provided in the calendar for the respective Cycles.
- d. to provide support to the Organising Committee upon request;
- e. to provide a joint promotion of ELSA Law Schools;
- f. to execute an adequate Quality Control;

# 6.7 Quality Control

6.7.1 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.
- 6.7.2 In order to prevent potential problems regarding the organisation of ELSA Law Schools, ELSA International shall undertake a coaching role during the whole process.
- 6.7.3 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.
- 6.7.4 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;

- 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.

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

## Quality Standards for S&C Events

#### 1. Academic Programme

1.1 The initial draft of the academic programme shall be published at the latest together with opening the application procedure for the event: and the final draft shall be published at least 2 months before the event. This does not apply to Study Visits and Institutional Visits.

#### 2. Notification

- 2.1 The organising committee shall confirm to applicants that their application has been received correctly.
- 2.2 After the selection process, that shall end at least one month before the event, the organising group shall inform all the applicants whether their application has been accepted or not.

#### 3. Application Policies

- 3.1 Participants shall be selected based on an objective criteria, set up by the organising group, and, if applicable, on their academic background. All applicants of an S&C event shall possess the necessary documentation proving any academic qualifications mentioned in their application. The documentation shall be provided to the organising group upon request.
- 3.2 If the applicant provides false or inaccurate information in their application, the organising group has the right to reject the application. If the applicant has already been selected, the organising group can suspend him/her.

#### 4. Communication Policies

- 4.1 Event Specification Forms
  - 4.1.1 Every international event, every IFP and every Human Right related event or any other event of the special interest of EI shall be specified in the Event Specification Form (ESF).

4.1.2 Every organising group shall send the ESF to ELSA International at least 1 month prior to the event.

#### 5. Evaluation Policies

- 5.1 Every organising group of an S&C event shall, upon completion of the event:
  - a. Evaluate the S&C event with the participants and the partners involved in the event. The Participation Evaluation Form should be used;
  - b. Submit the event Evaluation Form to ELSA International for IFP events, ELSA Day events and ELSA Law Schools;
  - c. Submit evaluation forms for all other events at the request of ELSA International.

#### 6. Dispute Resolution

- 6.1 If the Study Visit agreement is not concluded and dispute arises:
  - 6.1.1 Financial damage incurred during the visit deposit and insurance:
    - a. The organising group may request a deposit from the visiting group(s) which will 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 or the use of a telephone.
      - The deposit and its use shall be agreed by the participating parties in advance.
    - b. The visiting party is responsible for their insurance.
  - 6.1.2 If the parties cannot reach a mutual agreement amongst themselves the case can be referred to ELSA International.

#### 7. Knowledge Management

- 7.1 Responsibilities of ELSA International
  - 7.1.1 To produce the necessary manuals, handbooks and guidelines and update outdated materials. To make sure that all these tools are available for S&C officers.
  - 7.1.2 To analyse submitted evaluation forms, provide statistic data and to properly archive them.

# 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 International that provides legal traineeships to law students and young.

### STEP Procedure

#### 1. Structure of STEP

#### 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. Reception

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

#### h. 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 24th 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. The Job Hunting Deadline shall not be placed between 14 days prior to and 7 days after the International Council Meeting.

#### 2. Traineeships

#### 2.1 General Regulations

- a. Searching for Traineeships
  - i. 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.
  - ii. 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")

#### b. Placement

The traineeships can take place in any law related area.

c. Traineeships have a minimum duration of two weeks and a maximum duration of two years. Traineeships can only begin eleven weeks after the External Student Hunting deadline has passed.

#### d. Issuing a traineeship

Traineeship providers can only issue a traineeship by filling in the Traineeship Specification Form provided by ELSA International. ELSA International has the right to make amendments in the Traineeship Specification Form

#### e. Educational Level

Traineeships are categorized by their required Educational Level. Educational Levels are undergraduate, graduate bachelor, graduate master and postgraduate. The traineeship provider states the Educational Level in the Traineeship Specification Form.

#### f. 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.

#### g. Unpaid traineeships

- i. Notwithstanding 2.1 e. 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.
- ii. Notwithstanding 2.1 e. 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 compensations and/or accommodation.
- iii. Notwithstanding 2.1 e. traineeships may be unpaid at the discretion of ELSA International if the benefit for ELSA members outweighs the lack of payment.
- iv. ELSA International shall provide an overview about all unpaid traineeships accepted under the exceptions of 2.2 b ii and iii 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 2.2 b ii and iii.

#### h. Traineeships within institutions

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

#### 3. Application Procedure

#### 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 has to be filled out 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. Local Groups are responsible for checking the validity of the information given in the Student Application Form, as well as the Membership status.
- f. There is no guarantee of being matched to a traineeship when an application is submitted
- g. 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 a secure link to this interface to the respective National Group. The National Group forwards this link 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.
- b. The traineeship provider shall inform the Hosting Group about the selection results. The Hosting Group shall immediately forward this information to ELSA International and the responsible National Group.
- c. The traineeship provider shall inform the Hosting Group about the selection results at least five weeks prior to the start of the traineeship. If this time-frame is not adhered to the trainee shall be entitled to postpone starting the traineeship for a time, equivalent to that of the traineeship provider's delay.

#### 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

- 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 a secure link 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. Upon receipt and completion of the Traineeship Agreement, ELSA International shall forward it to the Hosting National Group.
- 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 Traineeship Evaluation Form and to the traineeship provider upon request.
- 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 plus date of cooperation);
  - b. The traineeships being cancelled (name of the traineeship provider, date of cooperation and cancellation, reason of cancellation and conclusion);
  - c. The traineeships realised (name of the traineeship provider plus date of cooperation);
  - d. The Evaluation Forms of both the companies 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 applicants withdrawing their application in each year;
- k. The number of trainees cancelling their traineeship in each year;
- 1. 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.

#### 2. National Groups

- 2.1 National Groups shall provide all necessary training and information about STEP to the Local Groups.
- 2.2 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.
- 2.3 When a National Group 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.

#### 3. Local Groups

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 secure link to the traineeship provider's interface with the list of matched applicants for their traineeship provided by ELSA International.
- 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 ensure access or at least assistance in accessing 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 Evaluation Form and the trainee with the 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 shall ensure in good conscience that the information filled in by the applicant is correct and complete.
- 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

#### 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 and 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. Companies

#### 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.

#### **ELSA National Groups**

#### **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

Denmark

Czech Republic

Estonia
Finland
France
Germany
Greece
Hungary
Iceland
Ireland
Italy
Latvia
Lithuania
Luxembourg
Malta
Netherlands

Netherland 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 1st 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)

Therefore, the new maximum participation fees for the calendar year 2018 will be as follows:

#### Non-favoured countries 34 €

(33.96 \* 1.014 = 34.43 = 34) rounded to the nearest natural number)

#### Favoured countries 30 €

(29.42 \* 1.014 = 29.83 = 30) rounded to the nearest natural number