



The European Law Students' Association

ELSA LAW SCHOOLS HOSTING AGREEMENT

regarding

“Winter/Summer ELSA Law School”

between

the Organising Committee

(Hereinafter “**OC**”), legally represented by the Head of Organising Committee and the Legal Representative of the organising ELSA Group

and

The European Law Students' Association

represented by the members of the International Board

(Hereinafter “**IB**”), represented by the Vice President in charge of Seminars and Conferences of the International Board of ELSA



The European Law Students' Association

1. General

This ELSA Law Schools Agreement is between the International Board “hereinafter referred to as IB” and the Organising Committee of the ELSA Law School “hereinafter referred to as OC”. It sets forth the relations and responsibilities of the parties.

2. Definitions

For the purposes of this ELSA Law Schools Agreement, the following terms shall have the following meaning:

“ELSA” refers to the European Law Students' Association, resident at Boulevard Général Jacques 239, Brussels B-1050, Belgium, and its Members and Observers.

“International Board of ELSA” refers to the supreme executive body of ELSA.

“Organising Committee” refers to the team designated by the relevant ELSA chapter that is responsible for organising the ELSA Law School as specified on the ELSA Law School Page. Each Organising Committee is affiliated to one ELSA group, but each is a different legal entity or association of individuals.

“Head of Organising Committee” is a person designated as the leader of the Organising Committee.

“ELSA Law Schools Cycle Calendar” refers to the binding calendar that has to be respected by every organising Committee.

“Administrative fee” refers to the fee required to be paid by every organising committee in order to organise an ELSA Law School.

“Participant” refers to the applicant after they have been informed through the email by the Organising Committee confirming that they have been accepted as a Participant and that requires the payment of the fee.

3. Financial Implications

The OC shall organise the ELSA Law School on its own account. Any profit or loss arising from the organisation of the ELSA Law School shall be kept by or covered by the OC.

4. Responsibilities of the OC

The OC shall act in the utmost good faith in the organisation and management of the ELSA Law School on behalf of the IB, and shall comply with the following clauses:

- a. Submitting the ELSA Law Schools Specification Form during the specification period;
- b. Submitting the ELSA Law Schools Evaluation Form during the evaluation period;
- c. Providing all information required by ELSA International without undue delay;
- d. Paying the ELSA Law Schools Administrative Fee in due time as specified in the ELSA Law Schools Cycle Calendar.
- e. Complying with the internal regulations of ELSA;
- f. Complying with the quality standards as stated in the Annex I to this agreement;



The European Law Students' Association

- g. Appointing a minimum of one person to be responsible for the communication and reporting to ELSA International before, during and after the ELSA Law School;
- h. Informing ELSA International about the representatives of the OC and their exhaustive responsibilities;
- i. Fundraising for the ELSA Law School to have a secure financial basis;
- j. Providing at least one representative of the OC available to the participants at all times;
- k. Ensuring that all the representatives of the OC have the necessary skills and knowledge, including crisis management skills and ELSA knowledge;
- l. Providing a medical emergency kit available to the participants at all times;
- m. Ensuring that letters of invitation and other necessary documents are provided for participants shortly after they have confirmed their attendance. The documents shall be signed by the legal representative of the OC.

5. Responsibilities of the IB

The IB shall:

- a. Coordinate and control the quality of ELSA Law Schools;
- b. During the preparation period:
 - i. Provide support to the OCs of ELSA Law Schools through a coaching system;
 - ii. Provide the OCs of ELSA Law Schools with the ELSA Law Schools Marketing Kit in due time specified in the ELSA Law Schools Cycle Calendar;
 - iii. Organise the ELSA Law Schools Training Weekend.
- c. During the application and the additional application periods, coordinate a unified application process for all ELSA Law Schools and collect all the applications received;
- d. During the selection period, add ELSA Law Schools to the additional application period upon request submitted by the OC of an ELSA Law School;
- e. Send unified evaluation forms to the participants of all ELSA Law Schools by the end of each ELSA Law Schools Cycle, and evaluate them with the respective OC of ELSA Law Schools;
- f. Provide a joint promotion of ELSA Law Schools.

6. Discharge of the ELSA Law School

- 6.1 The IB shall have the power to:
 - a. Check the revenues and expenditures of an ELSA Law School;
 - b. Check the qualification of the speakers of an ELSA Law School;
 - c. Ask the OC of an ELSA Law School for information and clarifications
- 6.2 In case of a breach, the IB shall try to solve the issue by means of dialogue. Should this dialogue be unsuccessful, the IB may:
 - a. Inform the respective National Group about the attitude of the OC in order for them to take the appropriate internal measures;
 - b. Remove the respective ELSA Law School from the current ELSA Law Schools Cycle after delivering to the OC three official notifications regarding its breach of regulations concerning ELSA Law Schools, and giving the OC appropriate time to solve the breach of regulations each time, in order to prevent it from using the “ELSA Law School” label;
 - c. Allow the OC of an ELSA Law School to deviate from the regulations concerning ELSA Law Schools upon presentation of an individual case; and in case of allowing deviation from the quality standards of ELSA Law Schools in particular, to ask the OC to notify applicants and participants about differing quality standards..



The European Law Students' Association

- 6.3 The OC shall inform the IB immediately of any problem occurring before, during or after the ELSA Law School takes place, which might jeopardize any of the provisions regulated in this agreement and the International Council Meeting Decision Book;
- 6.4 The IB shall take necessary measures to assist in finding a solution to these problems in cooperation with the OC.

7. Duration

This agreement shall come into force as from the date of its signature by both parties and shall remain in force until the submission of the Evaluation form by the OC.

8. Termination

- 8.1 The IB shall have the right to unilaterally terminate this agreement in the event of a breach of the provisions of this Agreement by the OC. In case of such termination, the IB shall not be liable for any loss or damage incurred by the host.
- 8.2 The OC may terminate this agreement without any liability for any reasons not falling under the force majeure definition stated in Article 9 up to the date of the start of the Application period, as specified in the ELSA Law Schools cycle Calendar.
- 8.3 The IB reserves the right to unilaterally terminate this agreement due to force majeure as defined in Article 9.
- 8.4 The OC may terminate this agreement due to any reason falling under the definition of force majeure as defined in Article 9. This termination shall not affect the disposition of Article 9.4.
- 8.5 In case of a termination of this agreement by the OC at any point after the launch of the application period as defined in the ELSA Law Schools Cycle Calendar by the OC, for a reason not considered as a force majeure as defined in Article 9, the payment of the Administrative fee shall still be due.
- 8.6 In case of a termination of this agreement by the IB resulting from a cancellation of the all cycle after the payment of the Administrative fee, the IB shall reimburse such mentioned fee to the OC

9. Force Majeure

- 9.1. The OC shall not be liable for any failure or delay in the performance, in whole or part, of any of the obligations arising from or attributable to acts, events, omissions or accidents beyond our reasonable control including, but not limited to act of God; war; riot; civil commotion; malicious damage; compliance with any law or governmental order; rule, regulation or direction; accident; the breakdown of plant or machinery; fire; flood; storm; pandemics (for ongoing pandemics, when government measures are in place, including but not limited to the restriction of mass gatherings or international travel), epidemics or other communicable disease or infection outbreaks whether national or international, public health emergency; a failure in the public supply of electricity, heating, lighting, air conditioning or telecommunications equipment.
- 9.2. In the event that the ELSA Law School is cancelled due to any reasonable circumstances listed above, the OC will not be held liable by participants for any damages, costs or losses incurred, including but not limited to costs for travel, visa, and financial losses.



The European Law Students' Association

- 9.3. The OC reserves the right to reimburse the Participation Fee and any Additional Fees after deducting costs already incurred for the organisation of the ELSA Law School and which could not be recovered from third parties.
- 9.4. In case of a cancellation of the ELSA Law School due to any reasonable circumstances listed above, by the OC after the due date of the Administrative fee invoice, the OC shall not be entitled to the reimbursement of the such mentioned Administrative fee.
- 9.5. The IB reserves the right to cancel the respective ELSA Law School cycle for reasons of Force Majeure affecting a significant part of Organising Committees. In case of such cancellation the IB cannot be held liable for any loss resulting from this cancellation of the cycle.

10. Reps and Warranties

Nothing in this agreement shall operate to create a partnership or joint venture of any kind between the IB and the OC, or to authorise the OC to act as representative for the IB; and the OC shall not have authority to act in the name or on behalf of or otherwise to bind the IB in any way, including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power.

11. Processing of Data

- 11.1. The personal data of the participants shall be collected and processed in accordance with the Regulation (EU) 2016/679 (General Data Protection Regulation), as well as secondary and other relevant legislation.
- 11.2. The OC will use the personal data provided by the participants to provide the services and process the payment for such services.
- 11.3. The personal data of the participants will only be shared with other ELSA affiliated entities where the law or performance of this agreement either requires or allows to do so.

12. Separability

The possible illegality or nullity of an article, paragraph, or provision, or part of an article, paragraph, or provision, shall not in any way affect the legality of other articles, paragraphs or provisions of this Agreement, or the remainder of this article, paragraph or provision unless the intention to the contrary is evident in the text.



The European Law Students' Association

13. Amendments

Any Amendments to the present agreement shall be effective only if made in written form and signed duly by each party.

14. Jurisdiction

13.1 This agreement is governed by Belgian law.

13.2 Any disputes between the IB and the OC arising from this agreement are subject to the exclusive competence of the courts of the French Judicial District of Brussels.

Date of Signing : _____

Valentin Badert

Vice President in charge of

Seminars and Conferences of

The International Board of ELSA 2021/2022

Head of OC

Legal Representative of the

Organising ELSA Group



The European Law Students' Association

ANNEX I TO THE ELSA LAW SCHOOLS

AGREEMENT

List of Quality Standards of ELSA Law Schools

This Annex forms an integral part of the Agreement.

General Quality Standards

General Quality Standards of ELSA Law Schools shall be the following:

- a. Participants of an ELSA Law School shall be provided with immediate action and necessary assistance in issues involving medical attention. There shall be at least one member of the OC of the ELSA Law School present at the hospital or other medical institution unless otherwise requested by the participant;
- b. Participants of an ELSA Law School shall be provided with all the necessary information with regards to the whole programme of the ELSA Law School at least three weeks prior to the opening of the ELSA Law School; including at least a detailed description of the accommodation, available equipment and facilities therein, and other information about logistics;
- c. Participants of an ELSA Law School shall be provided with a participants' badge including at least the name of the participant, the address of the accommodation, the phone number of the Head of the OC of the ELSA Law School and the phone number of the emergency services in the country where the ELSA Law School takes place;
- d. Participants of an ELSA Law School shall be provided with a reception package upon their arrival at the ELSA Law School, including at least the programme of the ELSA Law School and information about the city.
- e. Organising Committees shall ensure that the appropriate sanitary measures compliant with governmental dispositions are in place in order to guarantee the health safety of participants such as but not limited to wearing of masks, social distancing, etc.

Accommodation and Meals

Quality Standards of ELSA Law Schools relating to accommodation and meals served during an ELSA Law School shall be the following:

- a. Information about the accommodation shall be shared with the prospective participants of an ELSA

Law School the latest by the opening of the application period;

- b. No more than six participants shall be accommodated in one room;



The European Law Students' Association

- c. Rooms shall be divided between the participants of an ELSA Law School based on their gender unless they agreed otherwise;
- d. Only participants of an ELSA Law School shall be accommodated together in one room unless they agreed otherwise;
- e. At least one showering facility and one toilet shall be at the disposal of every six participants of an ELSA Law School;
- f. Rooms and bathrooms shall be cleaned at least once every two days;
- g. Free wireless internet connection shall be at the disposal of the participants of an ELSA Law School in the venue of the accommodation;
- h. Served meals shall be diverse and shall respect dietary restrictions, allergies and preferences of the participants of an ELSA Law School stated by them in the application form;
- i. Water shall be included in every meal served to the participants of an ELSA Law School.

Transportation

Quality Standards of ELSA Law Schools relating to transportation used during an ELSA Law School shall be the following:

- a. Public transportation tickets for the participants of an ELSA Law School shall be purchased in advance unless it is impossible due to external factors;
- b. Participants of an ELSA Law School shall be taken from the place of arrival or receive detailed guidance on how to get to the place of destination including information about estimated transportation prices and possible discounts;
- c. A minimum of one member of the OC the ELSA Law School shall be present when using public or private transport providing all the necessary assistance to the participants. This shall not apply to participants who are late to the provided transportation or those who have waived their right to the presence of a member of the OC of the ELSA Law School.

Academic Programme

Quality Standards of ELSA Law Schools relating to academic programme of an ELSA Law School shall be the following:

- a. Preliminary academic programme of an ELSA Law School shall be published at the latest by the opening of the application period and a complete academic programme at the latest two months before the starting date of an ELSA Law School;
- b. Materials relevant for the academic programme shall be distributed to the participant of an ELSA Law School at least three weeks prior to the event;
- c. At least six speakers with various academic backgrounds shall be delivering the academic programme of an ELSA Law School;



The European Law Students' Association

- d. At least two speakers delivering the academic programme of an ELSA Law School shall be international, wherein international means either being based or having an academic or professional experience in a different country than the country the ELSA Law School takes place;
- e. The academic programme shall not be separated from the ELSA Law School and shall be delivered exclusively for the participants of the respective ELSA Law School;
- f. Free wireless internet access shall be at the disposal of the participants and speakers of the ELSA Law School in the venue of the academic programme;
- g. At least one member of the OC of the ELSA Law School shall be present during the academic programme in order to be at the disposal of the speakers and participants of the ELSA Law School;
- h. A certificate of participation shall be granted to participants of an ELSA Law School; however only to those participants, who attended at least 85% of the academic programme of an ELSA Law School. If this requirement is not fulfilled, the OC of the ELSA Law School may decide whether or not the absence of the participant of the ELSA Law School is justified.

Social and Cultural Programme

Quality Standards of ELSA Law Schools relating to social and cultural programmes of an ELSA Law School shall be the following:

- a. The social programme shall be diverse, be provided each day of the official programme of an ELSA Law School, and aim at giving the participants the opportunity to get to know each other as well as the culture of the country;
- b. The cultural programme shall include at least sightseeing;
- c. At least one member of the OC per 10 participants shall be present at the official social and cultural programmes of an ELSA Law School, providing all necessary assistance to the participants..

Promotion

Quality Standards of ELSA Law Schools relating to the promotion of an ELSA Law School shall be the following:

- a. All marketing materials used to promote an ELSA Law School shall be compliant with the ELSA Law Schools marketing kit;
- b. An ELSA Law Schools portfolio published on the ELSA Law Schools website shall include at least: a description of the event, information about the venue of the event, preliminary academic and social programmes, and contact information of the OC.