

ELSA DELEGATIONS TERMS & CONDITIONS / PRIVACY POLICY

SEMINARS & CONFERENCES
2019/2020



elsa

The European Law Students' Association

Terms & Conditions of ELSA Delegations

1. Definitions

1.1. In these terms and conditions, the following terms shall have the following meaning:

“**Applicant**” refers to an ELSA member or an ELSA alumnus who submits an application form to participate in the ELSA Delegations.

“**Application form**” refers to the online form available on delegations.elsa.org by which applicants submit their application to participate in an ELSA Delegation.

“**ELSA Delegate**” refers to an Applicant who is appointed by ELSA International for the purpose of participation in an ELSA Delegation.

“**ELSA Delegation**” refers to a project which aims to allow ELSA members and ELSA alumni to represent ELSA International as appointed ELSA Delegates in meetings and sessions of organisations and institutions where ELSA International has a special observership status or with which ELSA cooperates.

“**ELSA International**” refers to the European Law Students’ Association (ELSA).

“**Evaluation survey**” refers to the online form available on delegations.elsa.org by which ELSA Delegates submit the evaluation of participation in an ELSA Delegation.

“**Head of Delegation**” refers to an ELSA Delegate appointed by ELSA International to participate in an ELSA Delegation and to coordinate the respective ELSA Delegation.

“**National Group**” refers to the national entities constituting ELSA International, in accordance with ELSA International’s internal regulations.

“**Parties**” refers to ELSA International and the Applicant/ELSA Delegate.

“**Terms and Conditions**” refers to these terms and conditions for the organisation of ELSA Delegations.

1.2. The headings in these Terms and Conditions are for ease of reference only and shall not affect the interpretation or construction of these Terms and Conditions.

1.3. Where the context permits, the use of the singular shall be construed to include the plural, and the use of plural the singular, and the use of any gender shall include all genders.

1.4. References to any legislation, enactment, order, regulation, code or similar instrument shall be construed as a reference to the statute, enactment, order, regulation, code or instrument as subsequently amended or re-enacted.

2. General

2.1. These Terms and Conditions shall apply in the event of any conflict between the Parties.

2.2. Upon acceptance of these Terms and Conditions, the Applicant agrees that he has read and understood them and agrees to be bound by them.

3. ELSA Delegations

3.2. Selection

ELSA International reserves the right to select ELSA Delegates according to the following criteria:

Formal criteria

- The application form shall be submitted before the deadline;
- The application form shall be written in English;
- All of the fields of the application form shall be filled;

Content criteria

- The quality of the curriculum vitae of the Applicant;
- The quality of the motivation letter of the Applicant;
- The level of ELSA knowledge and contribution to ELSA's activities of the Applicant; and
- Appreciation of ELSA International.

3.3. Financial and material assistance

ELSA International does not cover any costs incurred throughout the participation in an ELSA Delegation, including but not limited to, travel, accommodation, subsistence and insurance expenses.

4. Responsibilities of the parties

4.1. Responsibilities of ELSA International:

- ELSA International shall coordinate the participation of ELSA Delegates in events and meetings organised by international institutions and organisations;
- ELSA International shall select the ELSA Delegates based on objective criteria within seven (7) days after the application deadline according to the Selection Criteria of ELSA Delegations and appoint one Head of Delegation;
- ELSA International shall inform the Applicants about the selection and provide the ELSA Delegates, especially the Head of Delegation, with the necessary information, the contact details of every ELSA Delegate, and, upon request, a letter of recommendation;
- ELSA International shall provide ELSA Delegates with letters of confirmation that will constitute the official document confirming their selection to participate in an ELSA Delegation;
- ELSA International shall provide ELSA Delegates with letters of participation that will constitute the official document confirming their attendance to the ELSA Delegation. The ELSA Delegates shall be aware that the above mentioned letter shall only be provided by ELSA International after the ELSA Delegate filled in the survey as mentioned in Article 4.2;
- ELSA International shall provide ELSA Delegates with letters of invitation, should the ELSA Delegate need an official invitation in order to e.g. obtain a travel visa.

4.2. Responsibilities of the ELSA Delegate:

- The ELSA Delegate shall respect ELSA International's vision: "*A just world in which there is respect for human dignity and cultural diversity*";
- The ELSA Delegate shall be aware that ELSA International is a non-political and independent organisation and thus the ELSA Delegate shall not express any political or partisan views on behalf of ELSA International, or any other views that could be assimilated to ELSA International's position, during an ELSA Delegation;
- The ELSA Delegate shall represent ELSA International diligently in a professional manner;
- The ELSA Delegate shall be academically well-prepared and familiar with the main points of the respective session and related documents;
- The ELSA Delegate shall attend briefings and meetings regarding the relevant ELSA Delegation, as well as briefings and meetings organised by the Head of Delegation;
- The ELSA Delegate report all activities carried out to ELSA International in the evaluation survey;
- The ELSA Delegate shall forward all the contacts made during the event to ELSA International;

- The ELSA Delegate shall request ELSA International in advance for any official positions or statements they wish to make, attaching a summary of the scientific background. The positions or statements can be announced only after the approval of ELSA International;
- Each ELSA Delegate shall fill in a comprehensive survey, which will represent the ELSA Delegation report on the objectives achieved and the means used, including the activities of every member of the delegation and submit it within two (2) weeks after the end of the event to ELSA International. The report shall include the contacts made with individuals and institutions;
- The ELSA Delegate shall ensure before departing for ELSA Delegations, that he/she is covered by an insurance that protects them from any kind of harm that could result from their travel, stay and attendance to the ELSA Delegation.

5. Cancellation Policy

5.1. ELSA International is an intermediary service provider that has no influence on the organisation of the session to be attended as an ELSA Delegate. Thus, ELSA International reserves the right to cancel the ELSA Delegation at any moment, as a result of the earlier cancellation or change in the programme of an ELSA Delegation by the relevant organisation.

5.2. ELSA International reserves the right to cancel the ELSA Delegation for security reasons, when the safety of the ELSA Delegates would not be ensured. ELSA International shall assess the situation in the country where the ELSA Delegation is to take place, based on the recommendations of the different Ministries of Foreign Affairs of the country from which ELSA Delegates are from.

5.3. In the event of a cancellation, ELSA International shall inform the ELSA Delegates as soon as possible.

5.4. In the event of a cancellation, ELSA International shall not be held liable for any expenses incurred by ELSA Delegates to attend the cancelled ELSA Delegation.

6. Civil Liability

6.1. ELSA International shall not be held liable for any accident, voluntary or involuntary harm, or any other damage or loss that an ELSA Delegate might suffer in connection with participation in the ELSA Delegation.

7. Miscellaneous

7.1. In the event of any queries, notices, requests and other communications under these Terms and Conditions the applicant/ELSA Delegates shall contact ELSA International, the Director for ELSA Delegations at delegations@elsa.org.

8. Jurisdiction and governing law

8.1. These Terms and Conditions are governed by Belgian law.

8.2. Any dispute arising out of or in connection with the present Terms and Conditions, which the Parties will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of the district of Brussels.

Privacy Policy of ELSA Delegations

1. Definitions

“ELSA International” refers to the European Law Students’ Association (ELSA).

“Applicant” refers to an ELSA member or an ELSA alumnus who submitted an application form to participate in the ELSA Delegations.

“ELSA Delegation” refers to a project which aims to allow ELSA members and ELSA alumni to represent ELSA International as appointed ELSA Delegates in meetings and sessions of organisations and institutions where ELSA International has a special observership status or cooperates with.

“ELSA Delegate” refers to an ELSA member or an ELSA alumnus appointed by ELSA International to participate in an ELSA Delegation.

“Application form” refers to the online form available on delegations.elsa.org by which the applicant shall submit their application to participate in ELSA Delegations.

“GDPR” refers to [Regulation \(EU\) 2016/679](https://eur-lex.europa.eu/eli/reg/2016/679/oj) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“Personal data” refers to any information that relates to a living, identifiable person. It can include names, addresses, telephone numbers, email addresses, CV, etc. but it is wider than that and includes any other information relating to that person or any combination of information which, if put together, means that the person can be identified.

“Non-personal data” refers to any data that will be logged for internal system-related and statistical purposes, which cannot be tracked back to an identifiable individual.

“Special category data” refers to any personal data about a person’s race, ethnic origin, religion, politics, trade union membership, genetics, biometrics, health, sex life or sexual orientation.

“Processing” refers to all activities relating to the use of personal data by ELSA International, from its collection to its storage and disposal and everything in between.

“Data subjects” refers to any person whose personal data is being processed.

“Privacy Policy” refers to this Privacy Policy in organisation of ELSA Delegations.

2. General

2.1. ELSA International is committed to protecting privacy. The information the applicant shares with ELSA International allow ELSA to provide applicants and ELSA Delegates with the best experience and to enhance ELSA's selection processes in the most fair and equal fashion. ELSA's privacy policy aims to protect all your information and helps ensure that any personal information collected is handled in accordance with the relevant provisions of GDPR, i.e. [Regulation \(EU\) 2016/679](#) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

3. General compliance with GDPR

3.1. All the data provided by the applicants and stored by ELSA International are processed in accordance with the governing principles of the article 5 of [GDPR](#), namely:

- Lawfulness, fairness and transparency
- Purpose limitation
- Data minimisation
- Accuracy
- Storage limitation
- Confidentiality and integrity

4.Data collection and data storage

4.1. By accepting this Privacy Policy, the applicant agrees for his/her personal and non personal data to be collected, processed and stored by ELSA International pursuant the following provisions:

Data collection

ELSA International shall collect the applicants personal data by a mean of the application form. This data collection is part of the selection procedure conducted by ELSA International for applicants to be appointed as ELSA Delegates.

These personal data aim to verify the identity, the academic and professional background of the applicant as well as process to the registration of the ELSA Delegate before the relevant organisation within which the ELSA Delegation is to take place.

Data storage

ELSA International shall store the personal data of the applicants for no longer than necessary, in accordance with the principle of storage limitation in the article 5 of the [GDPR](#).

ELSA International shall store the non personal data of the applicants for no longer than necessary in accordance with the principle of storage limitation in the article 5 of the [GDPR](#). ELSA International will use the non-personal data of the applicants for statistical purposes.

5 Right of the applicant/ELSA Delegate

5.1. At any moment, an applicant or an ELSA Delegate can exercise his/her right to:

- Data information;
- Access to his/her personal data;
- Rectification of his/her personal data;
- Erasure of his/her personal data;
- Restrict the processing of his/her personal data;
- Data portability.

5.2. At any moment, an applicant or an ELSA Delegate can ask ELSA International to provide him/her the entirety of the personal data that ELSA International detains concerning this applicant/ELSA Delegate.

5.3. At any moment, an applicant or an ELSA Delegate can revoke his/her consent regarding the processing and the storage of his/her personal data by ELSA International. ELSA International shall consequently delete all the personal data of the applicant/ELSA Delegate.

5.4. At any moment, an applicant or an ELSA Delegate can request ELSA International for the modification of his/her personal data or to the restriction of the processing and the storage of his/her personal data by ELSA International.

5.5. In order to exercise the above-mentioned rights, the applicants/ELSA Delegate shall contact Director for ELSA Delegations of ELSA International at: delegations@elsa.org.

6. Changes to our Privacy Policy

6.1. ELSA International keeps its Privacy Policy under regular review and places any updates on delegations.elsa.org website.

6. Jurisdiction and governing law

6.1. This Privacy Policy is governed by the Belgian law.

6.2. Any dispute arising out of or in connection with the present Privacy Policy, which will not be able to resolve amicably, will be submitted to the exclusive jurisdiction of the courts of the district of Brussels.