

INTERNATIONAL CONFERENCES OF ELSA HOSTING AGREEMENT

regarding

“International Conference of ELSA”

between

the Organising Committee

(Hereinafter “**the Organiser**”), legally represented by the members of
the Organising Committee and/or the ELSA Group

and

ELSA International

(Hereafter “**EI**”), legally represented by the Vice President in charge of
Seminars and Conferences of ELSA International

1. General

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

2. Definitions

For the purposes of this International Conferences of ELSA 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 International Conference of ELSA as specified on the International Conference of ELSA portfolio. Each Organising Committee is affiliated to ELSA, 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.

“Participant” refers to the applicant after they have been informed via email by the Organising Committee that they have been accepted as a Participant in addition to the payment of the participation fee.

3. Financial Implications

The OC shall organise the International Conference of ELSA on its own account. Any profit or loss arising from the organisation of the International Conference of ELSA 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 International Conference of ELSA, and shall comply with the following clauses:

- a. Submitting the International Conferences of ELSA Specification Form at least three months before the starting date of the respective International Conference of ELSA;
- b. Provide all information necessary for the purpose of creating the portfolio of the respective International Conference of ELSA on the International Conferences of ELSA website at least one month before the date indicated in the relevant Specification Form as the beginning of the application period for the respective event;
- c. Submitting the International Conferences of ELSA Evaluation Form no later than one month after the last date of the respective International Conference of ELSA;
- d. Complying with the internal regulations of ELSA;
- e. Complying with relevant quality standards as stated in the Annex to this agreement;
- f. Appointing a minimum of one person to be responsible for the communication and reporting to ELSA International before, during and after the International Conference of ELSA;
- g. Informing ELSA International about the representatives of the OC and their exhaustive responsibilities;
- h. Fundraising for the International Conference of ELSA to have a secure financial basis;
- i. Providing at least one representative of the OC available to the participants at all times;
- j. Ensuring that all the representatives of the OC have the necessary skills and knowledge, including crisis management skills and ELSA knowledge;
- k. Providing a medical emergency kit available to the participants at all times;
- l. 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 International Conferences of ELSA;
- b. Provide support to the OCs of International Conferences of ELSA through a coaching system;
- c. Provide the OCs of International Conferences of ELSA with the International Conferences of ELSA Marketing Kit;
- d. Send unified evaluation forms to the participants of all International Conferences of ELSA by the

end of each International Conferences of ELSA, and evaluate them with the respective OC of International Conferences of ELSA;

- e. Provide a joint promotion of International Conferences of ELSA;

6. Discharge of the International Conference of ELSA

6.1 The IB shall have the power to:

- a. Check the revenues and expenditures of an International Conference of ELSA;
- b. Check the qualification of the speakers of an International Conference of ELSA;
- c. Ask the OC of an International Conference of ELSA 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. After delivering to the OC three official notifications regarding its breach of regulations concerning International Conferences of ELSA, and giving the OC appropriate time to solve the breach of regulations each time, prevent the OC from using the “International Conference of ELSA” label;
- c. Allow the OC of an International Conference of ELSA to deviate from the regulations concerning International Conferences of ELSA upon presentation of an individual case; and in case of allowing deviation from the quality standards of International Conferences of ELSA in particular, to ask the OC to notify applicants and participants about differing quality standards.

6.3 The OC shall inform the IB immediately of any problem occurring before, during or after the International Conference of ELSA 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 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

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.

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 International Conference of ELSA 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.
- 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 International Conference of ELSA and which could not be recovered from third parties.

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. Jurisdiction

This agreement is subject to the laws of Belgium. Any disputes between the IB and the OC arising from this agreement are subject to the exclusive jurisdiction of Belgium.

Date: _____

Vice President in charge of
Seminars and Conferences of
The International Board

Head of OC

ANNEX TO THE INTERNATIONAL CONFERENCES OF ELSA
HOSTING AGREEMENT

List of Quality Standards of International Conferences of ELSA

This Annex forms an integral part of the Agreement.

General Standards

- a. Participants shall be provided with a participants' badge including at least the name of the participant, the venue of the event, and the phone number of the Head of Organising Committee;
- b. Participants shall be provided with a welcome package including at least the programme of the ICE.

Academic Programme Standards

- a. The preliminary academic programme shall be published at the latest with the opening of the application period and a complete academic programme at the latest one month before the starting date;
- b. Materials relevant for the academic programme shall be distributed to the participants at least two weeks prior to the starting date;
- c. At least six speakers with various academic backgrounds shall be delivering the academic programme;
- d. At least one-third of speakers delivering the academic programme shall be international, wherein international means either being based or having an academic or professional background in a different country than that in which ICE is taking place;
- e. Free wireless internet access shall be at the disposal of the participants and speakers at the venue of the academic programme;
- f. At least two members of the Organising Committee shall be present during the academic programme and be at the disposal of the speakers and participants;
- g. Certificate of participation shall be granted to the participants who have attended the entire academic programme.

Social Programme Standards

- a. The social programme shall be provided each day of the official programme with the aim of facilitating networking;
- b. In the case of the organisation of a gala ball, there is no obligation imposed on the Organising Committee to organise an additional social programme for those participants, who are not attending the gala ball.
- c. In the case of the organisation of a gala ball, the food and drinks shall respect the dietary restrictions and allergies of the participants and shall correspond to the price of the gala ball.
- d. At least one member of the Organising Committee shall be present during the official social programme, providing all necessary assistance to the participants.

Meals

- a. Served meals shall respect dietary restrictions, allergies and preferences stated by the participants in the application form;
- b. Lunch shall be provided for every day of the official programme, excluding either the day of arrival or the day of departure;
- c. Coffee breaks shall be provided during each day of the academic programme and shall include at least water, coffee, tea and snacks;

- d. Water shall be distributed to the speakers.

Promotion

- a. All marketing materials used to promote an ICE shall be compliant with the ICE Marketing Kit created and made available to the Organising Committees by ELSA International;
- b. An ICE portfolio published on the ICE Website shall include at least a description of the event, information about the venue of the event, a preliminary academic and social programme, the link to the relevant application form, and contact information of the Organising Committee.