



International Conferences of ELSA Hosting Agreement

between

European Law Students' Association

and

{{Organising ELSA Group}}

Parties

This Hosting Agreement is concluded, in the context of the organisation of {{Name of ICE}}, between

The European Law Students' Association, an association registered in the Netherlands (KvK registration number: 40538466) with its registered office in Boulevard Général Jacques 239, 1050 Brussels, Belgium, legally represented by {{ELSA Representative}} in the capacity of the {{Board Position}},

referred to hereinafter as “**ELSA**”;

and

The organising group, {{Organising ELSA Group}}, an association registered in {{Country of Registration of Organising ELSA Group}} (registration number: {{Organising ELSA Group Registration Number}}) with its registered office at {{Registered Address}}, legally represented by {{Name of the Group Representative}} in the capacity of the {{Position of the Group Representative}} and the Legal Representative of {{Organising ELSA Group}},

referred to hereinafter as “**Organising Group**”.

Jointly referred to hereinafter as the “**Parties**”.

1. Purpose

1.1. This Hosting Agreement aims to set forth the relations and responsibilities of the Parties in the context of the organisation of the International Conference of ELSA **{{City/Country of ICE}}** on **{{Topic of ICE}}**, referred to hereinafter as “ICE”.

2. Definitions

2.1. For the purposes of this Hosting Agreement, capitalised terms shall have the following meaning:

2.1.1. **“International Board”**, hereinafter referred to as **“IB”**, refers to the International Board of ELSA, the supreme executive organ of ELSA.

2.1.2. **“ELSA International”** refers to the International Board of ELSA, the ELSA International Team, and any other person appointed by the International Board of ELSA to assist in their work and carry out a specific task related to the activities of the Association.

2.1.3. **“National Group”** refers to a National Group of ELSA, which is either a Member or Observer of ELSA.

2.1.4. **“Organising Group”** refers to the ELSA Group(s), either local or national, responsible for organising the ICE as specified in the ICE Specification Form submitted to ELSA.

2.1.5. **“Organising Committee”**, **“OC”** refers to the group of people designated by the relevant Organising Group to organise an International Conference of ELSA.

2.1.6. **“Head of the Organising Committee”** is the person designated as the coordinator and representative of the Organising Committee.

2.1.7. **“Portfolio”** refers to the webpage that is created by ELSA International and through which everyone can read all the

information necessary about the respective ICE. Every Portfolio becomes available on the ICE website (conferences.elsa.org) on the date of the opening of the applications for the respective ICE.

2.1.8. **“Applicant”** refers to a person who has submitted an application for the respective ICE through the Application Form available on the respective ICE Portfolio.

2.1.9. **“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.

2.1.10. **“Breach”** refers to any breach of regulations of the Organising Group in the context of the organisation of the ICE, including but not limited to a breach of any provision of this Hosting Agreement, any Annex thereto, or any regulation by ELSA regarding ICE made available to the Organising Group.

2.1.11. **“Marketing Materials”** refers to any promotional content (printed and digital) created by the Organising Committee in order to attract, inform and engage potential Applicants. The digital content can be specifically, but not exclusively, pictures, videos, and social media posts uploaded on the social media of the Organising Committee and their portfolio on the ICE website (conferences.elsa.org).

3. Responsibilities of the Organising Group

3.1. The Organising Group shall act in the utmost good faith in the organisation and management of the ICE and shall comply with the following obligations:

3.1.1. provide all information required by ELSA International without undue delay;

3.1.2. comply with the regulations of ELSA;

- 3.1.3. comply with the Quality Standards for ICE stated in Annex 1 of this Hosting Agreement;
- 3.1.4. comply with the Code of Conduct set out in Annex 2 of this Hosting Agreement;
- 3.1.5. appoint at least one person responsible for communicating and reporting to ELSA International before, during and after the ICE;
- 3.1.6. inform ELSA International about the representatives of the OC and their exhaustive responsibilities;
- 3.1.7. ensure that all the representatives of the OC have the necessary skills and knowledge, including crisis management skills and ELSA knowledge;
- 3.1.8. comply with the timeline set out in the ICE Handbook;
- 3.1.9. fundraise for the ICE to have a secure financial basis;
- 3.1.10. ensure that all Marketing Materials do not infringe on the intellectual property rights of third parties;
- 3.1.11. promote the respective ICE;
- 3.1.12. ensure that letters of invitation and other necessary documents are provided for Participants within seven days after they have confirmed their attendance. The documents shall be signed by the legal representative of the Organising Group;
- 3.1.13. submit the ICE Evaluation Form to ELSA International by the given deadline.

4. Responsibilities of ELSA

4.1. During the term of this Hosting Agreement, ELSA shall:

- 4.1.1. coordinate and control the quality of ICE;
- 4.1.2. provide support to the OC through a Coaching System;

4.1.3. provide the OC with the ICE Marketing Kit;

4.1.4. evaluate the ICE after its end in cooperation with the OC.

5. Financial Implications

5.1. The Organising Group shall organise the ICE on its own account. Any profit or loss arising from the organisation of the ICE shall be kept by or covered by the Organising Group.

5.2. The Organising Group shall bear any financial sanctions that third parties impose in case of infringement of intellectual property rights. Those financial sanctions shall not be considered a “loss”. The Organising Group shall hold ELSA harmless for any damages and costs related to infringements of intellectual property rights caused by the Organising Group.

6. Quality Control of the International Conference of ELSA

6.1. ELSA International shall have the power to:

6.1.1. check the revenues and expenditures of the ICE. In such case, the OC shall submit the budget and/or the final accounts for the respective ICE in English and in EUR (or providing the current exchange rate to EUR), using the template provided by ELSA International within the time stipulated;

6.1.2. check the academic and/or institutional partner involvement in an ICE;

6.1.3. check the qualification of the speakers of the ICE;

6.1.4. check any additional aspects of the ICE that ELSA International deems necessary to guarantee the quality of the ICE;

6.1.5. request any further information and/or clarifications from the Organising Committee of the ICE.

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:

6.2.1. inform the respective National Group about the attitude of the OC in order for them to take the appropriate internal measures;

6.2.2. after delivering to the OC three official notifications regarding its breach of regulations concerning ICE, 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;

6.2.3. allow the OC of an International Conference of ELSA to deviate from the regulations concerning ICE upon presentation of an individual case; and in case of allowing deviation from the quality standards of ICE in particular, to ask the OC to notify Applicants and Participants about differing quality standards.

6.3. The OC shall inform ELSA International immediately of any problem occurring before, during or after the ICE takes place which might jeopardise any of the provisions regulated in this Hosting Agreement and the International Council Meeting Decision Book of ELSA.

7. Term of the Hosting Agreement

7.1. This Hosting Agreement shall come into force from the date of its signature by both parties. It shall remain in force until the submission of the Evaluation Form by the OC.

7.2. Article 5.2, Article 14.1 and Article 14.2 shall remain applicable after the term specified in Article 7.1 or termination as specified in Article 8 of this Agreement.

8. Termination

8.1. ELSA may terminate this Hosting Agreement unilaterally:

8.1.1. in the event of a Breach by the Organising Group. In case of such termination, ELSA shall not be liable for any loss or damage incurred by the Organising Group;

8.1.2. for any reasons falling under the force majeure definition stated in Article 9. In case of such termination, the IB shall not be liable for any loss or damage incurred by the Organising Group.

8.2. The Organising Group may terminate this Hosting Agreement:

8.2.1. for any reasons not falling under the force majeure definition stated in Article 9, up to 1 (one) week before the start of the respective ICE Application Period;

8.2.2. for any reason falling under the definition of force majeure stated in Article 9.

9. Force Majeure

9.1. Neither ELSA nor the Organising Group shall 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 nature; 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 case of cancellation due to force majeure, the Organising Group shall reimburse the fees paid by Participants (in particular the participation fee and any additional fees) to the Participants after deducting costs already incurred for the organisation of the International Conference of ELSA, which could not be recovered from third parties. 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.

10. Warranties

10.1. Nothing in this Hosting Agreement shall operate to create a partnership or joint venture of any kind between ELSA and the OC or to authorise the OC to act as a representative of ELSA.

10.2. The OC shall not have authority to act in the name or on behalf of or otherwise to bind ELSA 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. Data Protection

11.1. The Parties comply with the obligations imposed on them by applicable data protection laws, including but not limited to the EU General Data Protection Regulation (GDPR), concerning any personal data processed under this Agreement.

11.2. The processing of personal data within the scope of this Agreement is governed by a Joint-Controllership Agreement signed by the Parties.

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 Hosting Agreement or the remainder of this article, paragraph or provision unless the intention to the contrary is evident in the text.

13. Amendments

Any amendments to the present Hosting Agreement shall be effective only if made in written form and signed duly by both Parties.

14. Jurisdiction

14.1. This Hosting Agreement shall be governed by and construed in accordance with the laws of Belgium.

14.2. Any dispute, controversy or claim which may arise out of or in connection with this Hosting Agreement shall be finally resolved by the Courts of the French Judicial District of Brussels.

On behalf of Organising Group

On behalf of ELSA

{{Name of the Group Representative}}
{{Position of the Group Representative}}
{{Organising ELSA Group}}
{{Term}}

{{ELSA Representative}}
{{Board Position}}
International Board of ELSA
{{Term}}

Date of signing:

Date of signing:

List of Annexes to the International Conferences of ELSA Hosting Agreement:

Annex 1. Quality Standards of International Conferences of ELSA

Annex 2. Code of Conduct of ELSA

Annex 1. Quality Standards of International Conferences of ELSA

1. General Quality Standards

1.1. The General Quality Standards of International Conferences of ELSA shall be the following:

1.1.1. 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;

1.1.2. Participants shall be provided with a welcome package including at least the programme of the ICE.

2. Academic Programme

2. Quality Standards of International Conferences of ELSA relating to the Academic Programme of an ELSA ICE shall be the following:

2.1.1. 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;

2.1.2. materials relevant for the academic programme shall be distributed to the participants at least two weeks prior to the starting date;

2.1.3. at least six speakers with various academic backgrounds shall be delivering the academic programme;

2.1.4. 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;

2.1.5. free wireless internet access shall be at the disposal of the participants and speakers at the venue of the academic programme;

2.1.6. 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;

2.1.7. certificate of participation shall be granted to the participants who have attended the entire academic programme.

3. Social Programme

3.1. Quality Standards of International Conferences of ELSA relating to the Social Programme shall be the following:

3.1.1. the social programme shall be provided each day of the official programme with the aim of facilitating networking;

3.1.2. 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.

3.1.3. 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.

3.1.4. at least one member of the Organising Committee shall be present during the official social programme, providing all necessary assistance to the participants.

4. Meals

4.1. Quality Standards of International Conferences of ELSA relating to meals served during an ICE shall be the following:

4.1.1. served meals shall respect dietary restrictions, allergies and preferences stated by the participants in the application form;

4.1.2. lunch shall be provided for every day of the official programme, excluding either the day of arrival or the day of departure;

4.1.3. coffee breaks shall be provided during each day of the academic programme and shall include at least water, coffee, tea and snacks;

4.1.4. water shall be distributed to the speakers.

5. Promotion

5.1. Quality Standards of International Conferences of ELSA relating to the promotion of an ICE shall be the following:

5.1.1. 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;

5.1.2. 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.

Annex 2. Code of Conduct of ELSA

As an association, we strive to work towards ‘A just world in which there is respect for human dignity and cultural diversity’. We are committed to creating a safe, respectful and inclusive environment for all and believe everyone has the right to be treated with respect.

This Code of Conduct of ELSA shall serve as an embodiment of ELSA’s values, as a guide to ELSA members and any other individual taking part in ELSA events, and as a tool to prevent and remedy unacceptable behaviour.

1. Aim

1.1 This Code of Conduct aims to:

- a. ensure that ELSA offers a safe space for everyone involved in the Association to experience personal and professional growth;
- b. emphasise the importance of respectful behaviour at all times and set a foundation of shared values;
- c. establish a common understanding of unacceptable behaviour regardless of the cultural or educational background of individuals;
- d. establish procedures to report, deal with and remedy unacceptable behaviour.

2. Applicability

2.1 This Code of Conduct applies to all events organised or coordinated by the International Board of ELSA. Within this scope, it is binding on all individuals involved in the organisation or participating in such events, regardless of their status as Local, National or International Officers.

2.2 It is the responsibility of the respective organiser of an event to ensure that all participants are aware of the Code of Conduct and its contents.

2.3. This Code of Conduct also applies at all times to the members of the International Board of ELSA and the ELSA International Team.

2.4 National Groups are encouraged to use the Model Code of Conduct provided by ELSA International within their own National Group or create their own National Code of Conduct.

3. Obligations and Responsibilities

3.1 The International Board of ELSA shall:

- a. raise awareness of the content of the Code of Conduct in the Network;
- b. ensure appropriate training to all members responsible for applying the Code;
- c. ensure the independence of all Welfare Officers; and
- d. enforce measures as decided by the Director for Welfare and/or the Ethical Committee of ELSA.

3.2 The Director for Welfare shall:

- a. enforce the Code of Conduct;
- b. revise the Code of Conduct of ELSA in collaboration with the Secretary General of the International Board and the Welfare Team;
- c. educate and be a contact person for national and international Officers on matters related to Officer welfare and the Code of Conduct;
- d. support Welfare Officers of Event Organising Committees and create materials for them.

3.3 The Assistant(s) for Welfare shall:

- a. support the Director for Welfare in their duties and responsibilities;
- b. coordinate with the Welfare Team and the Secretary General of the International Board of ELSA to educate the ELSA Network on the topic of welfare.

3.4 The Ethical Committee of ELSA shall:

- a. upon request of the Director for Welfare, advise and deliberate on ethical questions related to this Code of Conduct when a reported conduct requires it;
- b. decide upon breaches of the Code of Conduct;
- c. upon request of the Director for Welfare, assist in developing and furthering welfare in the Network.

3.5 Organising Committees of ELSA events shall:

- a. in particular where neither the Director for Welfare nor the Assistant(s) for Welfare will be present at the event, appoint a member of the Organising Committee as a Welfare Officer who is in contact with the Director for Welfare and in charge of contacting relevant national authorities and national services;

- b. introduce the relevant Welfare Officers who shall present this Code of Conduct at the beginning of each event;
- c. inform participants on how to report unacceptable behaviour;
- d. take appropriate measures during the event to prevent breaches of the Code of Conduct and to safeguard individuals.

3.6 All attendees shall:

- a. be aware of what constitutes behaviour prohibited by the Code of Conduct;
- b. behave and act in accordance with this Code of Conduct and the applicable law under all circumstances.

4. Prohibited Behaviour

4.1 Behaviours Not Explicitly Mentioned

4.1.1 Other behaviours not explicitly mentioned in the Code of Conduct may also constitute a breach of the Code of Conduct if sanctioning them is in line with the scope and purpose of this Code of Conduct. Behaviour prohibited by the national penal code of the country where an event occurs may constitute a breach of this Code of Conduct. Physical or psychological actions aimed or having as its effect the violation of rights and freedoms of other persons are prohibited by this Code of Conduct, in particular:

- a. bullying;
- b. harassment;
- c. sexual harassment;
- d. violence.

4.2 Bullying

4.2.1 Bullying is repeated and unwanted behaviour aimed at, or resulting in, victimising, humiliating, undermining or threatening an individual or group of individuals and/or causing psychological/physical harm. Bullying often involves a misuse or abuse of power/authority (real or perceived), where the target(s) can experience difficulties defending themselves.

4.2.2 Examples of bullying include, but are not limited to:

- a. physical bullying: using physical force or aggression against another person (e.g., shoving, hitting, invasion of personal space);
- b. verbal bullying: using words to attack someone (e.g., name-calling, teasing, insulting/offensive remarks);
- c. social/relational bullying: trying to hurt someone by excluding them, spreading rumours, damaging their reputation or ignoring them;

- d. cyberbullying: using electronic media to threaten, embarrass, intimidate, or exclude someone, or to damage their reputation (e.g., sending threatening text messages, publishing demeaning posts about an individual);
- e. work-related: isolating and undermining one's position/authority or purposefully making one's performance of work difficult or unbearable (e.g., avoiding communicating with an individual; purposefully giving unmanageable workloads and deadlines; arbitrarily changing tasks; using evaluations to document alleged decreased/lower performance, contrary to facts, using threats, intimidation and pressure to influence the way an individual performs their job).

4.3. Harassment

4.3.1 Harassment is a form of discrimination that includes unwarranted conduct with the purpose or effect of violating a person's dignity, victimising, humiliating, undermining, threatening them or creating a hostile, degrading, or offensive environment, based on their:

- a. age;
- b. race (e.g., skin colour, facial features);
- c. ethnicity (e.g., culture, language, history, accents);
- d. religion (religious beliefs);
- e. sex and/or gender;
- f. sexual orientation;
- g. family status;
- h. marital or relationship status;
- i. physical or mental disability (e.g., mental illness, learning disability, using a wheelchair);
- j. or any other distinguishable attribute.

4.3.2 Conduct can be through acts of verbal, nonverbal or physical aggression, intimidation or hostility and is not restricted to any medium. It may consist of a single instance or repeated inappropriate behaviour.

4.3.3 Examples of harassment may include, but are not limited to:

- a. verbal harassment (e.g., jokes, comments, ridicule or songs, victimisation of a person who has suffered a violation of this Code of Conduct);
- b. written harassment (e.g., text messages, emails, notices or comments);
- c. activity on social media (e.g., comments under photos, posts, mentions);
- d. physical harassment (e.g., jostling, shoving or any form of assault);
- e. intimidatory harassment (e.g., gestures, threatening poses, putting pressure on someone not to file a report);

- f. visual displays (e.g., posters, emblems or badges);
- g. isolation or exclusion from social activities;
- h. sexual harassment.

4.4 Sexual Harassment

4.4.1 Sexual harassment may include but is not limited to:

- a. unwelcome sexual advances;
- b. unwelcome physical closeness or touch;
- c. asking for sexual favours;
- d. pressuring someone into performing sexual acts;
- e. unwelcome efforts or pressure to develop a romantic or sexual relationship with that individual or third parties;
- f. unwelcome comments about an individual's body or sexual activities;
- g. threatening to engage in an unwanted sexual act with another person;
- h. unwelcome jokes or teasing of a sexual nature or based upon gender, perceived gender, or sex stereotypes;
- i. other verbal or physical harassment of a sexual nature.

4.5 Violence

4.5.1 Violence is defined as any action that intentionally harms or injures another person. It includes physical aggression, deliberate coercion of another individual to use inappropriate substances (drugs, alcohol) and sexual violence. Sexual violence means any behaviour or act of a sexual nature, or perceived to be of a sexual nature, which is unwanted and takes place without consent or understanding of all persons involved. Sexual violence includes but is not limited to:

- a. rape;
- b. sexual assault;
- c. sexual activity without consent.

4.5.2 ELSA operates under a clear consent culture: everything that is not a clear "yes" is a "no". No individual should engage in any romantic, sexual or intimate activity with another individual who:

- a. has not explicitly consented to engaging in the activity and/or;
- b. does not have the capacity to give consent (e.g., intoxication by drugs or alcohol, any physical or mental condition that might cause confusion, mental health conditions, under the age of consent applicable in the country where the respective event is taking place) and/or;
- c. does not have the freedom to consent (e.g., is coerced, pressured, forced, blackmailed or constrained when giving apparent consent).

5. Welfare Team

5.1 Welfare Officers

5.1.1 The Welfare Team consists of the Director for Welfare, the Assistant(s) for Welfare, and the Ethical Committee, appointed by the International Board of ELSA. The Officers should reflect the diversity of ELSA, being selected from different functions and groups.

5.1.2 All Welfare Officers shall be independent and impartial. The Officers shall disclose any conflict of interest and recuse themselves from any matter in which they have a conflict of interest, including but not limited to the determination and decision-making on an investigation against a member of the National Group of which they are a part. In case of a conflict of interest, the Secretary General of the International Board of ELSA shall be informed and dismiss the Officers if it did not occur by them.

5.2 Ethical Committee of ELSA

5.2.1 The Ethical Committee is composed of three members and one substitute recruited from the ELSA Network and appointed by the International Board of ELSA;

5.2.2 Members of the Ethical Committee shall hold their position for the duration of the term of their appointment, starting from the 1st of October until the 30th of September of the following year.

5.2.3 The Secretary General of the International Board of ELSA advises the Ethical Committee on the enforcement of the measure decided upon but does not take part in the deliberations themselves.

5.2.4 The Director for Welfare shall attend the Ethical Committee's meetings, responding to any questions and providing general advice to the Committee, but not having the right to vote upon any decision.

5.2.5 All members of the Ethical Committee shall meet high ethical standards. The status of any member on the Committee may be prematurely terminated by the decision of the International Board of ELSA in the event of:

- a. failure to participate in one or more meetings of the Committee without valid reasons;

- b. breaches of the Code of Conduct or other behaviour that is not up to the high ethical standards expected from Committee members;
- c. non-disclosure of potential conflicts of interest regarding a particular hearing;
- d. disclosure of confidential information about any of the parties involved in a particular report; or
- e. any other breach of the non-disclosure agreement signed with the International Board of ELSA.

5.3 Clarifications Regarding Prohibited Behaviour

5.3.1 Any ELSA member may contact the Welfare Team for clarification regarding prohibited behaviour stipulated by this Code. The request must include:

- a. surname, name and contact details of the person requesting clarification;
- b. provisions of the Code where a clarification is required;
- c. an abstract description of the circumstances that led to the need to clarify the provisions.

5.3.2 Upon receiving a request for clarification, which includes the need for a complex interpretation of the Code of Conduct, the Welfare Team shall consult the Ethical Committee of ELSA, who shall provide the final clarification.

5.3.3 The Ethical Committee may either provide the clarification to be then communicated to the specific individual ELSA member or may request the Secretary General of the International Board of ELSA to publish the clarification for the general knowledge of the ELSA Network. These clarification requests are taken into account when reviewing the Code of Conduct.

5.4 Confidentiality

5.4.1 Deliberations related to reports under the Code of Conduct shall be confidential. The International Board of ELSA shall ensure that all Welfare Officers sign a strict non-disclosure agreement.

6. Reporting and Investigation

6.1 Reporting

6.1.1 Any person witnessing, experiencing or becoming aware of a (possible) violation of this Code of Conduct may report the incident(s) to the Director for Welfare at welfare@elsa.org or in person. If the Director for Welfare is in a conflict of interest or the person wanting to make the report feels more comfortable for any

reason, they may instead contact the Assistant(s) for Welfare at assistant.welfare@elsa.org or in person.

6.1.2 In case the Director for Welfare is in a conflict of interest, they shall recuse themselves from the rest of the procedure following the report. In such a situation, the Assistant(s) for Welfare shall take over their role. In the event that the position of the Assistant for Welfare is not filled, the rest of the procedure will be led by the Welfare Officer receiving the report.

6.1.3 Alternatively, the report may be submitted to the designated Welfare Officer of the Organising Committee of the event (if applicable) where the possible violation occurred.

6.1.4 Any report should include as many details as possible, such as date, time, location, the names of any witnesses or parties involved and contact details of the person making the report. The identity of the person making the report will be kept confidential unless disclosure is required by law. The report should include information about the role of the person making the report in the potential Code of Conduct violation, i.e. if the person is a witness or a victim.

6.1.5 The report shall be filed in English or in another language in which the Welfare Officer is fluent when it is an in-person report.

6.2 Anonymous Reports

6.2.1 Alternatively, any person witnessing, experiencing or becoming aware of a violation of this Code of Conduct may submit a complaint anonymously via [this Google Form](#). Similarly, a person submitting a report via email or in person can wish for their identity to be kept secret.

6.2.2 An anonymous complaint cannot lead to sanctions for the accused person, but the Welfare Team may contact the accused person if the victim wishes.

6.3 Preliminary Investigation

6.3.1 Once a report or complaint has been received, the Welfare Officer receiving the report shall do the following within a reasonable time:

- a. ensure that the victim is safe (the Welfare Officer shall get in contact with the potential victim as soon as possible and ensure that this person is safe from potential further violations);
- b. inform the Director for Welfare (if applicable) that a potential violation has occurred;

- c. at the victim's discretion, help the potential victim contact the relevant national authorities and other services in the country where the potential violation has taken place or where they are located, as applicable (such as psychological services or victim support hotline).

6.4 Investigation

6.4.1 The Welfare Officer shall, within seven days of receiving a report, schedule an oral meeting with the person making the report.

6.4.2 Following the oral meeting provided by 6.4.1, the Welfare Officer shall contact the accused person(s) and schedule an oral meeting in order to seek detailed information about the facts.

6.4.3 The Welfare Officer shall decide upon the severity of the potential violation reported (after consultation with the Director for Welfare where applicable).

6.4.4 Following the decision, the Welfare Officer shall explain the possible next steps to the person making the report.

6.5 Mediation

6.5.1 In case of potential less severe violations, including but not limited to verbal bullying, verbal or written harassment and harassment through social media, the Director for Welfare shall:

- a. discuss the conflict with all parties involved and discuss possible options for resolving the conflict;
- b. primarily promote the peaceful settlement of a conflict situation;
- c. if all parties agree, initiate a mediation procedure between the involved people, led by the Director for Welfare or an Assistant for Welfare tasked with this by the Director;
- d. reach an understanding between the parties;
- e. In case of an unsuccessful mediation, refer the case in an anonymised form to the Ethical Committee of ELSA.

6.5.2. The parties and the mediator may agree on the language of the mediation procedure. If no agreement is reached, the procedure shall be held in English.

6.6 Potential Severe Violations

6.6.1 In case of a potential severe violation, including but not limited to physical or sexual harassment, sexual abuse, or rape, the Director for Welfare shall:

- a. ensure that the victim gets every help they require;

- b. conduct interviews with the involved parties to collect all the necessary information related to the potential violation (all interviews shall be held separately);
- c. inform the International Board of ELSA, as well as the Head of the Organising Committee in case of an international event, of the fact that a potentially severe violation has been reported, so that the appropriate measures may be taken to safeguard the victim and to help national authorities in fulfilling their duties;
- d. consult the Assistant(s) for Welfare at the discretion of the potential victim;
- e. refer the case to the Ethical Committee of ELSA in an anonymised form.

6.7 Temporary Measures

6.7.1. If a measure needs to be taken urgently, the Director for Welfare shall:

- a. decide upon a temporary measure not exceeding one week;
- b. consult the International Board of ELSA and the Organising Committee of the respective International Event, if applicable, on the enforcement of the measure;
- c. within a reasonable time after the decision is made, convene the Ethical Committee, which may convert the temporary measure into a permanent one.

6.8 Procedure Before the Ethical Committee

6.8.1 If a violation is referred to the Ethical Committee of ELSA, the Committee shall be convened by the Director for Welfare.

6.8.2 The Ethical Committee shall:

- a. verify that all members of the Ethical Committee are unbiased regarding the report at hand and, if necessary, remove any members that are biased or in a possible conflict of interest for the particular hearing;
- b. set the date and time for an online or in-person meeting within one week (or two weeks in extraordinary circumstances) of the report being submitted;
- c. hear the facts of the case presented by the Director for Welfare in an anonymised form (so that the identity of the potential victim, the accused person and any witnesses remain unknown);
- d. once it has all the facts, decide upon whether there was a violation of the Code of Conduct;
- e. take a decision on potential disciplinary actions to be taken (whereby each member has one vote, and a majority of the votes is required to take a decision);

- f. communicate the decision accompanied by detailed reasoning to the Director for Welfare.

6.8.3 The decision must be taken within a reasonable timeframe given by the Director for Welfare. The decision is then communicated within one week to the following people:

- a. the accused person;
- b. the victim(s);
- c. the person who made the report (if a different individual);
- d. the International Board of ELSA.

6.8.4 The Director for Welfare shall also inform the Welfare Officer who received the report that the case has been closed without disclosing further information.

6.8.5 The Ethical Committee shall establish international rules of procedure to ensure compliance with the Code of Conduct. Minutes shall be kept of the Committee's meetings.

7. Measures and Sanctions

7.1 Possible Measures and Sanctions

7.1.1 Violations of this Code of Conduct will result in appropriate disciplinary measures and sanctions. Measures and sanctions should be applied with an educational and preventative purpose rather than retributive.

7.1.2 When deciding on a measure or sanction, the context of a case is taken into account.

7.1.3 Possible sanctions for violations in instances that are not referred to the Ethical Committee may include:

- a. reprimands or warnings;
- b. expulsion from the event where the violation took place at the participant's own expense.

7.1.4 Possible sanctions for violations in cases that are referred to the Ethical Committee may include but are not limited to:

- a. reprimands or warnings;
- b. expulsion from the event where the violation took place at the participant's own expense;

- c. exclusion from future activities coordinated by the International Board of ELSA, either temporarily or permanently;
- d. non-binding advice to the Board of a National or Local Group to suspend or expel the member;
- e. non-binding advice to the Board of a National or Local Group to deprive a person of Alumni status;
binding advice to the International Board of ELSA to dismiss the member concerned from their position where they are a part of the ELSA International Team.

7.2 Sanction Thresholds

7.2.1 For a first-time offence for a violation that is not referred to the Ethical Committee, a warning or reprimand pursuant to 7.1.2 a) or 7.1.2 b) shall be issued.

7.2.2 In case of a violation that was referred to the Ethical Committee, a warning or reprimand pursuant to 7.1.3 a) or 7.1.3 b) shall only be applied in minor cases. Otherwise, a measure pursuant to 7.1.3 c), d), e), or f) shall be applied.

7.2.3 In case of recidivism after an initial warning or reprimand under 7.1.3 a) or 7.1.3 b), a measure from 7.1.3 c), d), e) or f) shall be applied.

7.3 Communication of Decision

7.3.1 The decision and measure (if applicable) are communicated within one week to the following people:

- a. the accused person;
- b. the victim(s);
- c. the person who made the report (if a different individual);
- d. the International Board of ELSA.

7.4 Alternative Measures for the International Board of ELSA

7.4.1 If the Ethical Committee of ELSA decides that a Member of the International Board of ELSA shall be suspended, excluded or dismissed from ELSA, the Director for Welfare shall inform the International Council about this decision. The International Council can then decide to dismiss the respective Member of the International Board of ELSA in accordance with Article 8.5 of the Statutes of ELSA.

7.5 Reporting to Authorities

7.5.1 None of the measures and sanctions mentioned above shall keep any involved person from contacting national authorities on their own or from pursuing legal action in accordance with the applicable national law.

7.5.2 The Welfare Officers shall make a report to the competent authorities about a violation if the law requires them to do so.

8. Periodic Review

8.1 The International Board of ELSA and the Welfare Team shall review this Code of Conduct at least every three years.

8.2 The International Board of ELSA and the Welfare Team shall consult the International Council for every review.

9. Data Protection and Privacy

9.1 Generalities

9.1.1 All information about people involved and the facts are kept strictly confidential by the Welfare Team until the procedure is over or the sanction attributed to the defendant has finished.

9.1.2 The Welfare Team shall keep only information strictly necessary to carry out the proceedings. The data shall be anonymised as quickly and as far as possible by the Welfare Team.

9.1.3 At the end of their mandate, the Welfare Team shall verify and, if needed, delete data that is not necessary anymore.

9.1.4 ELSA International shall keep a file for the purposes of advising the Ethical Committee of ELSA in cases of recidivism. This file will contain the names of persons sanctioned under the Code of Conduct, as well as information on the applied sanction and its duration. This information shall be deleted as soon as the period of application of the sanction ends. This file shall only be accessible to the International Board of ELSA and the ELSA International Welfare Team.

9.2 Officer(s) responsible for Data Protection

The Officer responsible for Data Protection of ELSA International may ask to verify that only necessary information is kept by the Welfare Officer.

