

ELSA TRAINEESHIPS AGREEMENT for Traineeship Providers

1. Parties

1.1 This Agreement is concluded between

- a. The European Law Students' Association (hereinafter "**ELSA**"); and
- b. Company/Organisation (hereinafter "the Traineeship **Provider**"), represented by Company/Organisation representative;

1.2 Jointly referred to hereinafter as the "Parties".

2. Definitions and interpretation

2.1. The following terms shall have the following meaning:

- a. "ELSA" refers to the European Law Students' Association represented by an executive board based in Brussels, Belgium;
- b. "ELSA National Group" refers to the national branches constituting the ELSA network in accordance with the internal regulations of ELSA;
- c. "ELSA Local Group" refers to the local branches constituting an ELSA National Group in accordance with the internal regulations of the respective ELSA National Group;
- d. ELSA Traineeships is a flagship project of ELSA, allowing natural persons to apply for legal work placements offered at different organisations in different countries;
- e. "ELSA Traineeship" refers to the legal work placement(s) offered by the Traineeship Provider through ELSA;
- f. "TSF" refers to the Traineeship Specification Form which is provided by ELSA and completed and submitted by the Traineeship Provider to ELSA with the details of the offered ELSA Traineeship;
- g. "Contact person" refers to the natural person identified in the TSF as the main representative of the Traineeship Provider in all matters related to the ELSA Traineeship;
- h. "Applicant" refers to a natural person who submits an application through ELSA for the ELSA Traineeship;
- i. "Trainee" refers to the Applicant who accepted an offer by the Traineeship Provider for the ELSA Traineeship;
- j. "Agreement" refers to these terms and conditions;
- k. "Personal data" refers to any information relating to an identifiable natural person, including but not limited to names, addresses, telephone numbers, email addresses, and any other information or combination of information that enables that person to be identified;
- l. "Non-personal data" refers to any information which cannot be tracked back to an identifiable natural person and which is logged for statistical and internal system-related purposes;
- m. "Processing" refers to all activities relating to the use of personal data by a legal person, including but not limited to the collection, storage, and disposal of personal data;
- n. "Data subject" refers to any natural person whose personal data is being processed.

2.2 The headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.

2.3 Where the context permits, the use of

- a. The singular form shall be construed to include the plural form;
- b. The plural form shall be construed to include the singular form; and
- c. The use of any gender noun shall be construed to include all genders.

2.4 Any reference to a statute, enactment, order, regulation, code or similar instrument shall be construed as a reference to the subsequently amended or re-enacted instrument.

3. Preamble

3.1 This Agreement constitutes the entire agreement between the Parties relating to the provision of ELSA Traineeship(s) through ELSA, and it shall replace all previous negotiations, agreements, understandings, and representations concluded between the Parties either in writing or otherwise.

3.2 Nothing in this Agreement shall limit or exclude liability for fraud.

4. Rights of the Parties

4.1 Rights of ELSA

ELSA may:

- a. Cancel, postpone or otherwise amend the promotion schedule of the ELSA Traineeships previously communicated without first consulting the Traineeship Provider;
- b. Alter the promotion strategy of the ELSA Traineeships previously communicated without first consulting the Traineeship Provider;
- c. Amend the content and style of the TSF submitted by the Traineeship Provider without first consulting the Traineeship Provider;
- d. No guarantee that the Traineeship Provider will receive any or the desired number of applications meeting the requirements and/or preferences of the Traineeship Provider.

4.2 Rights of the Traineeship Provider

The Traineeship Provider may:

- a. Define the conditions of their ELSA Traineeship offer, the content of the promotion thereof, and the respective requirements that Applicants need to fulfil by filling in and submitting the TSF to ELSA;
- b. Contact the Applicants and hold interviews with them during the selection period before making them an ELSA Traineeship offer;
- c. Freely choose the Applicant(s) to whom to make an ELSA Traineeship offer.

5. Obligations of the Parties

5.1 Obligations of ELSA

ELSA shall:

- a. Receive and process the applications submitted in response to the ELSA Traineeship(s) of the Traineeship Provider;
- b. Provide the Traineeship Provider with the Applicants meeting the requirements as specified by the Traineeship Provider in the TSF, unless there are:

- i. No applications in response to the ELSA Traineeship(s) of the Traineeship Provider;
 - ii. No applications meeting the requirements as specified by the Traineeship Provider in the TSF;
 - iii. Inform the Applicant(s) about the outcome of selection by the Traineeship Provider.
- c. Facilitate the initial contact between the Applicant(s) and the Traineeship Provider.

5.2 Obligations of the Traineeship Provider

The Traineeship Provider shall:

- a. Fill in and submit the TSF to ELSA with accurate, truthful and updated information about the ELSA Traineeship offer, the Traineeship Provider and the respective contact person;
- b. Submit promptly further information upon request by ELSA;
- c. Release ELSA from any and all claims related to intellectual property rights over any and all materials provided by the Traineeship Provider to ELSA (including but not limited to the logo of the Traineeship Provider, descriptions, etc.);
- d. Respect and conform to the GDPR standards when processing any personal data received from ELSA and/or through ELSA Traineeships;
- e. Submit the final selection of the Trainee(s) from the list of Applicants to ELSA before the deadline communicated by ELSA;
- f. Establish contact with the Trainee(s) promptly after being put in contact with them by ELSA;
- g. Provide the Trainee(s) promptly before they start working with information about any and all matters related to the work conditions and the work assignments;
- h. Answer promptly the questions of the Trainee(s) related to the ELSA Traineeship offered by the Traineeship Provider;
- i. Provide in full the work conditions, remuneration and other benefits as specified in the TSF; j. Integrate the Trainee(s) in the work environment, the team and culture;
- j. Evaluate regularly with the Trainee(s) the quality of their work and provide constructive feedback; l. Evaluate the experiences with ELSA after each ELSA Traineeship offered is finished.

6. Events of default

6.1 Modification of the TSF

The Traineeship Provider may modify or amend in writing the TSF they have previously submitted only prior to the date of publication of ELSA Traineeships as communicated by ELSA.

6.2 Cancellation by the Traineeship Provider

The Traineeship Provider shall immediately inform ELSA in writing about its decision to withdraw its participation in ELSA Traineeships and cancel the respective ELSA Traineeship(s).

The Traineeship Provider may withdraw from ELSA Traineeships:

- a. Prior to the date of publication of ELSA Traineeships as communicated by ELSA;
- b. After the date of publication of ELSA Traineeships on the ground of
 - i. Insolvency of the Traineeship Provider;
 - ii. Unforeseeable *force majeure* events beyond the control of the Traineeship Provider which render the execution of the ELSA Traineeship(s) impossible, including but not limited to natural disasters, epidemics, pandemics and national security.

If the Traineeship Provider withdraws from ELSA Traineeships in any other circumstances than those mentioned above, the Traineeship Provider shall:

- a. Be liable for any and all claims that may arise as a consequence;

- b. Cover any and all damages incurred by ELSA, the Applicant(s) and the Trainee(s) as a consequence;
- c. Not participate in ELSA Traineeships for one (1) year.

7. Privacy policy

7.1 General GDPR compliance

ELSA processes all personal information in accordance with 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 information, and repealing Directive 95/46/EC, i.e. the General Data Protection Regulation (“GDPR”), and the governing principles of Article 5 of GDPR, namely:

- a. Lawfulness, fairness, and transparency;
- b. Purpose limitation;
- c. Data minimisation;
- d. Accuracy;
- e. Storage limitation; and
- f. Confidentiality and integrity.

7.2 Data processing

The personal and non-personal data of the Traineeship Provider as submitted in the TSF and this Agreement is processed by ELSA.

7.2.1 Data collection by ELSA

- a. ELSA shall collect the personal data provided by the Traineeship Provider, namely that of the contact person indicated by the Traineeship Provider, by the means of the TSF. This data is collected by ELSA to enable ELSA to verify the information provided in the TSF and communicate with the Traineeship Provider.
- b. ELSA shall collect the personal data provided by applicants by the means of the SAF. This data is collected by ELSA to verify the identity, academic credentials, and professional background of the applicants, and communicate with the applicants.

7.2.2 Data storage

- a. ELSA shall store the personal and non-personal data of the Traineeship Provider and applicants for no longer than necessary, in accordance with the principle of storage limitation in Article 5 of GDPR.
- b. ELSA may use the non-personal data of the Traineeship Provider and applicants for statistical purposes.

7.2.3 Data sharing

- a. ELSA may share the personal data of the Traineeship Provider with the National Groups and/or Local Groups, and trainees.
- b. ELSA may share the personal data of applicants with the Traineeship Provider.

7.3 Rights of the data subject

At any moment, the Traineeship Provider may exercise its right to

- a. Data information;
- b. Access its personal information;

- c. Rectify its personal information;
- d. Erase its personal information;
- e. Restrict the processing of its personal information;
- f. Data portability;
- g. Revoke its consent to data processing by ELSA; and
- h. Request for the modification of its personal information or the restriction of the data processing by ELSA.

In order to exercise the above-mentioned rights, Traineeship Provider shall contact the Vice President in charge of Professional Development of ELSA at professionaldevelopment@elsa.org.

9. Governing law and jurisdiction

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

10. Modification and termination

10.1 Any modifications or amendments to the content of this Agreement after its conclusion shall be done in writing and duly signed by the authorised representatives of the Parties.

10.2 Each Party may immediately terminate this Agreement by written notice to the other Party following a material breach of this Agreement by the latter. A material breach refers to a breach which is:

- a. Not capable of remedy; or
- b. Capable of remedy but is not remedied within twenty-one (21) days of written notice to the Party in breach setting out in sufficient detail:
 - i. The nature of the breach;
 - ii. The necessary action to remedy the breach; and
 - iii. The intention of the notifying Party is to terminate this Agreement if the breach is not remedied by the Party in breach within twenty-one (21) days of the date of receipt of the notice.

11. Entry into force

This Agreement shall enter into force from the moment the Traineeship Provider submits the TSF to ELSA.