

TERMS & CONDITIONS for Trainees

1. Parties

1.1 This Agreement is concluded between

- i. The European Law Students' Association (hereinafter "**ELSA**"); and
- ii. _____ (hereinafter "**Trainee**").

1.2 Jointly referred to hereinafter as the "**Parties**".

2. Definitions and interpretation

2.1 The following terms shall have the following meaning:

- a. "**Agreement**" refers to these terms and conditions;
- b. "**ELSA**" refers to the European Law Students' Association, represented by an executive board based in Brussels, Belgium;
- c. "**ELSA National Group**" refers to the national branches constituting the ELSA network in accordance with the internal regulations of ELSA;
- d. "**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;
- e. "**ELSA Traineeships**" refers to the flagship project of ELSA, which allows both ELSA members and members of ELSA's partner associations to apply for legal work placements offered at different organisations in different countries;
- f. "**ELSA Traineeship**" refers to the legal work placement(s) offered through ELSA;
- g. "**Traineeship Provider**" refers to an organisation that is external to ELSA and offers ELSA Traineeship(s) through ELSA;
- h. "**TSF**" refers to the Traineeship Specification Form which is completed and submitted by Traineeship Providers to ELSA with the details of the offered ELSA Traineeship;
- i. "**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;
- j. "**Applicant**" refers to a natural person who submits their application through ELSA for the ELSA Traineeship(s);
- k. "**TAF**" refers to the Traineeships Application Form which is provided by ELSA and completed and submitted by the Applicant to ELSA;
- l. "**Pre-TEF**" refers to the Pre-Traineeship Evaluation Form which is completed and submitted by the Trainee to ELSA before the start of the respective ELSA Traineeship;
- m. "**Post-TEF**" refers to the Post-Traineeship Evaluation Form which is completed and submitted by the Trainee to ELSA by the end of the respective ELSA Traineeship;
- n. "**ELSA Traineeship Certificate**" refers to a document that is sent by ELSA to the Trainee after the submission of the Pre-TEF and Post-TEF;
- o. "**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 which enables that person to be identified;
- p. “**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;
 - q. “**Processing**” refers to all activities relating to using personal data by a legal person, including but not limited to the collection, storage, and disposal of personal data;
 - r. “**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

- i. The singular form shall be construed to include the plural form;
- ii. The plural form shall be construed to include the singular form; and
- iii. 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 By signing this Agreement, the Trainee confirms to attend and complete in full the ELSA Traineeship offered by the Traineeship Provider _____
in _____.

3.2 This Agreement constitutes the entire agreement between the Parties relating to the Trainee’s attendance at and the completion of the Traineeship, and it shall replace all previous negotiations, agreements, understandings, and representations concluded between the Parties either in writing or otherwise.

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

4. Obligations of the Parties

4.1 Obligations of ELSA

ELSA shall:

- a. Facilitate the initial contact between the Trainee and the Traineeship Provider;
- b. Provide the Trainee with the ELSA Traineeship Certificate after the submission of the TEFs by the Trainee.

4.2 Obligations of Trainee

Trainee shall:

- a. Attend the ELSA Traineeship in full for its whole duration as specified in the TSF unless otherwise agreed between the Traineeship Provider and the Trainee;

- b. Conclude a separate agreement with the Traineeship Provider to govern the work conditions either prior to the start or during the first week of the ELSA Traineeship;
- c. Prepare promptly to attend the Traineeship prior to the start thereof, including but not limited to travel logistics, finances, travel documents, insurance, permits, vaccinations and accommodation;
- d. Be liable for any and all costs related to the Traineeship, including but not limited to travel logistics, travel documents, insurance, permits, vaccinations and accommodation;
- e. Inform ELSA immediately about any changes affecting the Trainee's full attendance at the Traineeship and any changes affecting the conditions of the ELSA Traineeship.
- f. Submit promptly information related to the ELSA Traineeship upon request by ELSA;
- g. Represent the good image of ELSA throughout the Traineeship by, but not limited to
 - i. Conforming to the standards and requirements communicated by the Traineeship Provider;
 - ii. Acting with the necessary respect towards the Traineeship Provider;
 - iii. Maintaining an open and appreciative mind for differences in culture, tradition and opinion.
- h. Submit the Post-TEF within four (4) weeks after the end of the ELSA Traineeship to ELSA.

5. Events of default

5.1 The Trainee may cancel its participation in the ELSA Traineeship before or after the start of the Traineeship by a written notice submitted to both ELSA and the Traineeship Provider.

5.2 The Trainee may cancel their participation in the ELSA Traineeship only for a valid reason.

5.3 "Valid reason" shall cover unforeseen circumstances beyond the Trainee's control which render the Trainee's participation in the ELSA Traineeship impossible, including necessary medical treatment, serious family reasons and substantive changes to the conditions of the ELSA Traineeship including *force majeure* events including but not limited to natural disasters, epidemic, pandemic and national security.

5.4 "Valid reason" shall not cover any reasonably foreseeable impediments or changes of circumstances, including but not limited to:

- a. Compliance with administrative requirements (e.g. visa, the permission to leave the country of origin);
- b. Personal finances and/or the failure to secure external funding;
- c. Enrolment in or attendance at an educational programme or similar;
- d. Competing professional opportunities and/or obligations;
- e. Military or civil service.

5.5 If the Trainee cancels on a ground not constituting a "valid reason", the Trainee shall:

- a. Be liable for any and all claims that may arise as a consequence;
- b. Cover any and all damages incurred by ELSA and/or the Traineeship Provider as a consequence;
- c. Not participate in ELSA Traineeships for one (1) year.

6. Privacy policy

6.1 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:

- i. Lawfulness, fairness, and transparency;
- ii. Purpose limitation;
- iii. Data minimisation;
- iv. Accuracy;
- v. Storage limitation; and
- vi. Confidentiality and integrity.

6.2 Data processing

The personal and non-personal data of the Trainee as submitted in the TAF and this Agreement is processed by ELSA.

6.2.1 Data collection by ELSA

ELSA shall collect the personal data provided by the Trainee by means of the TAF. This data is collected by ELSA to enable ELSA to verify the information provided in the TAF and communicate with the Trainee.

6.2.2 Data storage

- i. ELSA shall store the personal and non-personal data of the Trainee for no longer than necessary, in accordance with the principle of storage limitation in Article 5 of GDPR.
- ii. ELSA may use the non-personal data of the Trainee for statistical purposes.

6.2.3 Data sharing

ELSA may share the personal data of the Trainee with

- i. The National Groups and/or Local Groups of ELSA; and
- ii. The Traineeship Provider.

6.3 Rights of the data subject

At any moment, Trainees may exercise their right to

- i. Data information;
- ii. Access their personal information;
- iii. Rectify their personal information;
- iv. Erase their personal information;
- v. Restrict the processing of their personal information;
- vi. Data portability;
- vii. Revoke their consent to data processing by ELSA;
- viii. Request for the modification of their personal information or the restriction of the data processing by ELSA.

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

7. Governing law and jurisdiction

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

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

8. Entry into force:

This Agreement shall come into force on the date of the signature by the Trainee.

Date and Place

Name of the Trainee

Signature of the Trainee
