

# TERMS & CONDITIONS

## for STEP Applicants

### 1. Definitions and interpretation

1.1 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) “**STEP**” refers to the Student Trainee Exchange Programme which is a flagship project of ELSA, allowing both ELSA members and members of ELSA’s partner associations to apply for legal work placements offered at various organisations in different countries;
- (e) “**Traineeship Provider**” refers to an organisation which is external to ELSA and offers placements open for applications through STEP.
- (f) “**STEP Traineeship**” refers to the placements offered by the Traineeship Providers;
- (g) “**TSF**” refers to the Traineeship Specification Form which is completed and submitted by Traineeship Providers to ELSA, and which defines the conditions of the offered STEP Traineeships;
- (h) “**Applicant**” refers to an ELSA member or a member of ELSA’s partner association who has submitted their application through ELSA for a STEP Traineeship;
- (i) “**SAF**” refers to the Student Application Form which is completed and submitted by the Applicant to ELSA, and which specifies the STEP Traineeship(s) to which the Applicant wants to apply.
- (j) “**TEF**” refers to the Traineeship Evaluation Form which is completed and submitted by the Applicant to ELSA by the end of the STEP Traineeship.
- (k) “**STEP Certificate**” refers to a document sent directly by ELSA to those who have completed and submitted the TEF.
- (l) “**Agreement**” refers to these terms and conditions.
- (m) “**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.
- (n) “**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.
- (o) “**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.
- (p) “**Data subject**” refers to any natural person whose personal data is being processed.

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

**1.3** 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.

**1.4** 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.

## **2. Preamble**

**2.1** This Agreement constitutes the entire agreement between ELSA and the Applicant (hereinafter “the Parties”) relating to the provision of a platform to submit an application through ELSA for STEP Traineeships, and it shall replace all previous negotiations, agreements, understandings, and representations concluded between the Parties either in writing or otherwise.

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

## **3. Rights of the Parties**

### **3.1 Rights of ELSA**

- (a) ELSA may amend the grammar and style of the information provided by the Applicant without significantly altering the content.
- (b) ELSA may verify the information submitted in a SAF by the Applicant by requesting for further information as necessary, including but not limited to certificates and recommendation letters.
- (c) ELSA may decide which SAFs it short-lists and presents to the final consideration of the Traineeship Providers and on the basis of which criteria.
- (d) ELSA does not guarantee that the Applicant will be successful with any of application submitted for STEP Traineeships.

### **3.2 Rights of the Applicant**

- (a) The Applicant may accept an offer for a STEP Traineeship within seven (7) days, as elaborated in the traineeship offer sent by ELSA via email to the Applicant.
- (b) The Applicant may reject an offer for a STEP Traineeship before indicating an acceptance.
- (c) The Applicant may withdraw its participation in STEP:
  - 1. Before the application deadline has passed by a written notice to ELSA;
  - 2. After the application deadline has passed, but before accepting an offer for a STEP Traineeship, by a written notice to ELSA; and

3. After having accepted an offer for a STEP Traineeship, by a written notice to ELSA and the Traineeship Provider for a “valid reason” as defined below under **section 5.1**.

## **4. Obligations of the Parties**

### **4.1 Obligations of ELSA**

ELSA shall:

- (a) Forward the SAF fulfilling the minimum criteria as specified in the TSF to the Traineeship Provider;
- (b) Notify the Applicant about the outcome of the selection directly via email;
- (c) Facilitate the contact between the Applicant and the Traineeship Provider after the Applicant has accepted an offer for a STEP Traineeship; and
- (d) Send the Applicant a STEP Certificate after the Applicant has completed and submitted the TEF.

### **4.2 Obligations of the Applicant**

The Applicant shall:

- (a) Provide ELSA with complete, accurate, truthful and updated information in the SAF;
- (b) Provide ELSA promptly with further information when required and specified by ELSA and/or the Traineeship Provider;
- (c) Release ELSA from any and all claims related to intellectual property rights over any and all material provided to ELSA through the SAF;
- (d) Respect and conform to the GDPR standards when processing any personal data received from ELSA and/or through STEP;
- (e) Represent the good image of ELSA throughout the STEP Traineeship by, but not limited to:
  - a. Conforming to the standards and requirements communicated by the Traineeship Provider;
  - b. Acting with necessary respect towards the Traineeship Provider; and
  - c. Maintaining an open and appreciative mind for differences in culture, tradition and opinion.
- (f) Notify ELSA promptly about any changes affecting the conditions of the STEP Traineeship; and
- (g) Complete and submit the TEF within four (4) weeks after the STEP Traineeship has ended.

## **5. Events of default**

**5.1** “Valid reason” for the Applicant to cancel its participation in a STEP Traineeship, as referred to above under section **3.2** shall cover:

- (a) Necessary unforeseen medical treatment;
- (b) Serious and unforeseen family issues; and
- (c) Serious and unforeseen changes to the conditions of the STEP Traineeship.

**5.2** “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;
- (c) Enrolment in or attendance at an educational programme or similar;
- (d) Competing professional opportunities and/or obligations; and
- (e) Military or civil service.

**5.3** In case the Applicant cancels on grounds not deemed a “valid reason” under section 5.1, the Applicant shall be liable for any and all claims which may arise from the cancellation and cover any and all damages incurred by ELSA and/or the Traineeship Provider.

## **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**

By accepting this Agreement, the Applicant consents for its personal and non-personal data to be processed by ELSA.

#### *7.2.1 Data collection by ELSA*

ELSA collects the personal data provided by the Applicant by the means of the SAF. This data is collected by ELSA to enable ELSA to verify the information provided in the SAF and communicate with the Applicant.

#### *7.2.2 Data storage*

- (a) ELSA shall store the personal and non-personal data of the Applicant for no longer than necessary, in accordance with the principle of storage limitation in Article 5 of GDPR.
- (b) ELSA shall not use the non-personal data of the Applicant for statistical purposes.

### 7.2.3 Data sharing

ELSA may share the personal data of the Applicant with the National Groups and/or Local Groups, and the Traineeship Providers.

### 7.3 Rights of the data subject

At any moment, the Applicant 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;
- (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, the Applicant shall contact the Vice President in charge of STEP at [step@elsa.org](mailto:step@elsa.org).

## 11 Entry into force

This Agreement shall come into force on the date the Applicant submitted the SAF to ELSA.