

External contributors:

Terms & conditions for contributors to the ELSC Blog

A. SCOPE AND COMMENCEMENT OF THESE TERMS

These Terms and Conditions ("**Terms**") govern the submission, preparation, publication and use of content for the ELSC Blog (<https://elsc.support/about-the-blog/>) and apply to every individual who submits, or agrees to prepare, content for publication on the ELSC Blog (the "**Contributor**").

In these Terms, "**Material**" means any content submitted by or on behalf of a Contributor in connection with the ELSC Blog, including articles, opinion pieces, analyses, reports, text, images, data, biographical information and any related supporting materials, whether in draft or final form and in any format or medium.

These Terms apply irrespective of the Contributor's country of residence or domicile.

By submitting Material to ELSC, or by agreeing to prepare Material for submission to the ELSC Blog, the Contributor acknowledges that they have read and understood these Terms and agree to be bound by them.

These Terms take effect on the earlier of (i) the submission of Material or (ii) the Contributor's agreement to prepare Material for publication.

B. TERMS

1. No Employment, Agency or Partnership Relationship

- A. The Contributor acknowledges and agrees that the submission, preparation, revision or publication of any Material for the ELSC Blog does not create, and shall not be construed as creating, any employment relationship between the Contributor and ELSC.
- B. The Contributor acts independently and not as an employee, worker, agent, partner, representative or authorised spokesperson of ELSC.

- C. Nothing in these Terms gives the Contributor authority to bind ELSC, incur obligations on ELSC's behalf, or represent that they are acting for or on behalf of ELSC, unless ELSC has expressly agreed otherwise in writing.

2. Voluntary Contribution

- A. Unless expressly agreed otherwise in writing before the Contributor starts preparing the relevant Material, contributions to the ELSC Blog are made on a voluntary and unpaid basis.
- B. No publication, editorial acceptance or use of Material by ELSC shall give rise to any right to payment or other compensation.

3. Accuracy and Verification

- A. The Contributor represents and warrants that, to the best of their knowledge and after reasonable enquiries, all facts, quotations, references, sources, hyperlinks and other factual statements in the Material are accurate, complete in all material respects, not misleading, and appropriately verified before submission.
- B. The Contributor ensures that the Material is based on reliable sources and clearly distinguishes between facts, opinions, allegations, analysis and commentary. The Contributor must not include any statement, quotation, image, data or other material that they know, or ought reasonably to know, is false, inaccurate, misleading, taken out of context, unlawfully obtained, or used in a way that may infringe the rights of any third party.
- C. The Contributor must retain copies of the source materials and supporting documents relied upon in preparing the Material. Upon ELSC's reasonable request, the Contributor must promptly provide such materials, or sufficient details of them, for editorial, legal, factchecking, complaints-handling, safeguarding or compliance purposes.
- D. Where source material is confidential, legally privileged, subject to contractual restrictions or may expose any person to risk, the Contributor must notify ELSC before submission and must not disclose such material unless lawfully entitled to do so and appropriate safeguards have been agreed.

4. Originality and Rights

- A. The Contributor warrants that the Material submitted to ELSC is, except to the extent expressly disclosed to ELSC in writing, original to the Contributor and does not infringe any copyright, intellectual property right, privacy right, data protection right, contractual obligation, duty of confidentiality or any other right of a third party.
- B. Where the Material incorporates or otherwise relies on third-party content, the Contributor warrants that they have obtained all rights, licences, consents and (statutory) permissions necessary for ELSC to use, publish, reproduce, communicate to the public, make available online, edit, translate, archive and promote that content in accordance with these Terms.
- C. The Contributor must identify to ELSC at the time of submission any third-party content included in or relied upon for the Material, together with any applicable licence terms, attribution requirements, restrictions on use, confidentiality obligations or other circumstances that may affect ELSC's ability to use the Material in accordance with these Terms.
- D. The Contributor retains the copyright and any other intellectual property rights they own in the original Material. Nothing in these Terms transfers ownership of those rights to ELSC.

5. License to Use

- A. By submitting Material to ELSC, the Contributor grants ELSC a non-exclusive, worldwide, royalty-free, transferable and sublicensable licence for the full term of copyright and related rights to use, reproduce, publish, communicate, distribute, display, archive, translate, adapt and otherwise exploit the Material for the operation, publication, promotion, preservation and development of the ELSC Blog and ELSC's related editorial, educational, advocacy, communications, fundraising and organisational activities.
- B. The licence applies in all languages, formats and media, whether now known or developed in the future. ELSC may edit, format, translate, annotate, combine the Material with other content, and make it available through its own

channels and through third parties reasonably involved in its publication, distribution, promotion, preservation or technical operation.

- C. Unless otherwise agreed, or where anonymity, safety, legal or editorial considerations require otherwise, ELSC may identify the Contributor as the author of the Material and may use the Contributor's name, title, affiliation, biography and any image provided for publication in connection with the Material and ELSC's related activities.
- D. The Contributor may request correction, updating, anonymisation or removal of the Material. ELSC will consider such requests in good faith, considering editorial integrity, legal obligations, third-party rights, public-interest considerations and archival needs.

6. Editorial Review and Publication

- A. The subject, scope and format of the Material shall be agreed in advance between the Contributor and ELSC.
- B. ELSC retains final editorial control over all Material submitted. Prior to publication, ELSC may request reasonable revisions, clarifications, source references or supporting documentation, and may make reasonable editorial, stylistic, linguistic, technical or formatting changes to the Material.
- C. ELSC may decline, postpone, withdraw, remove or refuse to publish any Material where, in its reasonable opinion, the Material is factually inaccurate, insufficiently substantiated, legally problematic, materially AI-generated without prior disclosure, inconsistent with ELSC's editorial standards, mission or objectives, or otherwise unsuitable for publication.
- D. ELSC may anonymise names, identifying details, images or other information contained in the Material where reasonably necessary for legal, security, safeguarding, privacy or editorial reasons.
- E. ELSC shall not be obliged to publish any Material submitted by a Contributor and may determine the timing, manner and duration of any publication at its sole discretion.

- F. Requests to amend, anonymise or remove published Material will be considered by ELSC on a case-by-case basis, considering editorial integrity, legal obligations, security and safeguarding considerations, the protection of affected persons, and any relevant employment, migration or other legitimate interests.
- G. Where appropriate, ELSC will inform the Contributor of the reasons for a decision taken under this clause.

7. Compliance with Data Protection regulations

- A. The Contributor shall comply with all applicable data protection and privacy laws in connection with the preparation and submission of the Material, including (where applicable) Regulation (EU) 2016/679 (GDPR) and, in the United Kingdom, the UK GDPR and the Data Protection Act 2018.
- B. The Contributor shall not include in the Material (or otherwise provide to ELSC) any personal data of third parties unless such inclusion is necessary for the purpose of the Material and the Contributor has a valid lawful basis (and, where required, a valid consent or written permission) for ELSC's receipt and publication of that personal data.
- C. The Contributor shall, where reasonably practicable, minimise personal data included in the Material and use anonymisation or pseudonyms where appropriate, taking into account legal risk and the safety of individuals.
- D. The Contributor shall promptly cooperate with ELSC in relation to any privacy- or data-protection-related complaint, takedown request, or request for anonymisation concerning the Material, including by providing reasonable supporting information about sources and permissions, to the extent legally permissible.

8. Warranties and indemnity

- A. The Contributor warrants that the Material:

- I. is the Contributor's own original work, except to the extent the Material includes third-party materials that are clearly identified and used with all necessary rights and permissions;
 - II. does not infringe or misappropriate any third-party rights, including intellectual property rights (copyright, database rights, trademarks, design rights), privacy and personality/portrait rights, data protection rights, confidentiality obligations, or any other proprietary or personal rights
 - III. does not contain any unlawful content and is not defamatory, misleading, or otherwise wrongful towards any person or entity;
 - IV. complies with clause 8, including where the Material contains personal data of third parties.
- B. The Contributor shall indemnify and hold harmless ELSC from and against all losses, liabilities, damages and reasonable costs (including reasonable legal fees) arising out of any breach of clause 9.A or any other obligation of the Contributor under these Terms, and/or any third-party claim relating to the Material or ELSC's publication/use of it in accordance with these Terms.
- C. ELSC will (where reasonably practicable) notify the Contributor of any claim for which it seeks indemnification and may control the defence and settlement of the claim. The Contributor shall provide reasonable cooperation. The Contributor shall not settle any claim in a manner that imposes any admission, payment or restriction on ELSC without ELSC's prior written consent.

9. Governing law and Jurisdiction

- A. These Terms and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with them shall be governed by and construed in accordance with the laws of the Netherlands.
- B. The courts of Amsterdam, the Netherlands, shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Term.