

# EUROPEAN YOUTH CAPITAL TERMS AND CONDITIONS

## 1. Introduction

- 1.1 These Terms and Conditions set out the standard terms and conditions for all European Youth Capital awards and outline amongst others the call for applications, the evaluation process, the eventual rules of disqualification, suspension or revocation and the applicable liability principles.
- 1.2 Submitting an application implies full acceptance of these Terms and Conditions.
- 1.3 Candidates are made aware of their responsibilities and are bound by these Terms and Conditions. Failure to comply with these Terms and Conditions will lead to the disqualification of the Candidate from the selection process as set out below, without prior notice.
- 1.4 At the given time, these Terms and Conditions should be read in conjunction with the Call and the Cooperation Agreement to be concluded between the Forum and the Awarded City, which together set out the terms and conditions of the Award.
- 1.5 The Awarded City is made aware of its responsibilities and must comply with these Terms and Conditions and the Cooperation Agreement. Failure to comply with these Terms and Conditions and/or the Cooperation Agreement will lead to the suspension or revocation of the Award, without prior notice, and the Forum reserves the right amongst others to recover the expenses incurred in part or full.

## 2. Definitions

- **"Additional Round"** means any required additional round organised by the Forum and/or the Jury in order to obtain more information in relation with the Short-Listed Candidates and their Application, including, if applicable, any additional Jury meeting, following the submission of the Final Application, as notified in writing by the Forum to the Short-Listed Candidates;
- **"Application Fee"** means the amount paid by the Candidates during the first and second round of applications that will financially contribute to the organisation of the Award Ceremony.
- **"Award"** means the European Youth Capital title.
- **"Award Ceremony"** means the European Youth Capital Award Ceremony during which the Award is granted to the selected Short-Listed Candidate.
- **"Awarded City"** means the Short-Listed Candidate awarded with the EYC title.
- **"Award Year"** means the span of time beginning on the 1st of January and ending on the 31 December of the calendar year confirmed by the Forum during which the Awarded City has the right to use the title "European Youth Capital".
- **"Business Day"** means every official work day of the week in Belgium.
- **"Call"** means the call for application launched each year by the Forum in November as set out in Section 4.2. of these Terms and Conditions.
- **"Candidate"** means a Local Authority applying for EYC.
- **"COMEM"** means the Council of the Members of the Forum.

- **"Concept Note"** means the first application form and annexes setting out the vision of the Candidate for the proposed Award Year.
- **"Cooperation Agreement"** means the agreement concluded between the Forum and the Awarded City in order to set out the terms and conditions of their relationship and cooperation with respect to the Award.
- **"European Youth Capital"** in short **"EYC"** means the title awarded to a Local Authority for a period of one (1) year during which it showcases its youth-related cultural, social, political and economic life and development.
- **"EYC Policy Toolkit"** means the collection of youth related policy documents available online and aimed at guiding the Candidates in developing and making reference to policy implementation in their programmes.
- **"Extra-Delegates"** mean the representatives delegated by the members of the Forum to a Statutory Meeting in addition to the Official Delegates.
- **"Final Application"** means the improved final application form submitted in the third application round within the Third Application Deadline.
- **"First Application Deadline"** means the date and hour before which the Concept Note and annexes must be submitted by the Candidate to the Forum.
- **"Focus Group"** means a group of persons composed of experts from different areas relevant to the title to provide feedback to Short-Listed Candidates.
- **"Follow-up Period"** means the span of time beginning on 1st January of the calendar year following the Award year and ending on 31st December of said year.
- **"Forum"** means the European Youth Forum AISBL which is an international non-profit association under Belgian law with registered office at Rue de l'Industrie 10, 1000 Brussels, Belgium and registered at the Belgian Crossroads Bank of Enterprises (*Banque-Carrefour des Entreprises*) under number 0877.890.832.
- **"Full Feedback Date"** means the date on which the Jury and the Focus Group give their recommendations for improvement of their respective applications to the Short-Listed Candidates.
- **"Guest"** means all people invited by the Forum to participate in a Statutory Meeting.
- **"GA"** means the General Assembly of the Forum.
- **"Jury"** means a group of persons composed of institutional and civil society experts, representatives from youth organisations, the private sector, the media and from local and regional authorities to award the EYC title.
- **"Local Authority"** means a municipality or a group of municipalities located in a common geographical area.
- **"Official Delegates"** means the representatives delegated by the members of the Forum to a Statutory meeting; according to article A.1.2. of the Rules of Procedure of the Forum each full member can delegate two representatives at each General Assembly and one representative at the Council of Members.

- **"Preparation Period"** means the span of time beginning on the day after the signing of the Cooperation Agreement and preceding the Award Year.
- **"Second Application Deadline"** means the date and hour before which the detailed application form and annexes must be submitted by the Short-Listed Candidate to the Forum.
- **"Short- Listed Candidates"** mean up to five (5) Candidates selected by the Jury after the online consultation following the first application round.
- **"Statutory Meeting"** means either the Council of Members meeting or the General Assembly meeting of the Forum.
- **"Third Application Deadline"** means the date and hour before which the improved final application form and annexes must be submitted by the Short-Listed Candidate to the Forum.
- **"Values"** means all rules and principles contained in the European Convention of Human Rights. Are also covered the principles accepted by the members in the official documents of the Forum, and any additional value communicated by the Forum, and to which the Candidate has access or is reasonably expected to access or know.

### **3. Description and aim of the Award**

- 3.1 The award is named "European Youth Capital". This title is awarded to an European municipality or group of municipalities for a period of one (1) year, during which it is given the chance to showcase, through a multi-faceted programme, its youth-related cultural, social, political and economic life and development.
- 3.2 The EYC initiative encourages municipalities to both continue and expand the implementation of new ideas and innovative projects with regard to the active participation of young people in society and seeks to present role models for the future development of youth policies in other European municipalities.
- 3.3 The EYC aims at strengthening the relationship between the European and local levels, fostering youth participation by applying common European objectives regarding youth policy. The title aims to demonstrate the complementary nature of European, national and local citizenship, especially regarding youth. Together with institutional partners and other relevant stakeholders, the EYC aims to empower youth on all levels, in order to encourage them to be more proactive actors in shaping and developing their communities.

### **4. Organiser of the Award and call for applications**

- 4.1 The Award is organised by the Forum.
- 4.2 The Call is launched by the Forum each calendar year in November and is open until January of the following calendar year.

The Call includes the following information and documents:

- (a) The timeline of the competition of the relevant year including all important deadlines;
- (b) The assessment process and the key criteria which are essential to any application for the EYC title;
- (c) The EYC Policy Toolkit;
- (d) The Concept Note application questionnaire;
- (e) The Concept Note application form;
- (f) The Standard template of the Cooperation Agreement;
- (g) Explanatory note: How to organise a Council of Members & an Award Ceremony?
- (h) Explanatory note: How to organise a General Assembly & an Award Ceremony?

- (i) Forum's bank details.

## **5. Assessment Process**

The Awarded City will be selected in a multi-step evaluation process:

- 5.1 The application procedure consists of three (3) application rounds, which are further described in respectively Sections 7, 9 and 10 of these Terms and Conditions.
- 5.2 An assessment of the received improved applications will be made by the Jury. Upon request of the Jury, one or more additional rounds will be organised, the details and timeline of which will be communicated in due time to the (Short-Listed) Candidates.
- 5.3 Following steps 5.1 and 5.2 (if applicable), the Jury will conduct a final assessment of the applications and will proceed to the final selection of the Awarded City.
- 5.4 The Jury's vote on the Awarded City is final and the Forum will not enter into any correspondence, concerning the Award's assessment process including, but not limited to the selection of the Awarded City, the reasons for conducting Additional Rounds, delays in the selection and assessment process, announcement of the results and decisions on lack of eligibility or on disqualification.
- 5.5 The Youth Forum reserves the right to request additional information from any Candidate throughout the entire application and selection process and to organise any Additional Round for these purposes.

## **6. Candidates**

- 6.1 Any Local Authority from Member States of the Council of Europe, which are parties to the European Cultural Convention adopted in 1954 in Paris is eligible to submit an application to the Call.
- 6.2 By submitting an application to the Call, any Candidate:
  - (a) recognises full acceptance of and acknowledges to be bound by these Terms and Conditions, which are applicable to the entire application process, assessment process, the Preparation Period and the Award Year;
  - (b) represents and warrants that it did not commit, or was not directly or indirectly involved or played a part in violating (i) any human rights, or (ii) legislation on corruption and/or bribery or (iii) the principles of democracy set out under the Universal Declaration of Human rights;
  - (c) represents and warrants that the individuals in charge of their governance, enjoying a leadership role or having a political representative mandate are not subject or have not been subject to legal criminal proceedings that lead to a court decision that has the force of res judicata.
- 6.3 Candidates are liable for the information provided throughout the application and selection process. All information provided should be true, accurate and complete..
- 6.4 Candidates commit themselves to organise the activities based on the commitments made and programme described in their respective application.
- 6.5 By submitting an application to the Call, any Candidate acknowledges and shall commit, in case the Candidate wins the Award, to the following:
  - (a) To closely cooperate with the Forum in good faith at any stage of the Preparation Period, during the Award Year and the Follow-up Period; and
  - (b) To enter into a binding Cooperation Agreement with the Forum within seven (7) business days after the the Awarded City has been announced.; and
  - (c) To actively prepare the activities of the Award Year as laid down in the Final Application and agreed upon in the Cooperation Agreement; and

- (d) To facilitate representatives from the Forum twice a year for monitoring visits (depending on circumstances those can be either physical or virtual visits); and
- (e) After having been awarded with the Award, to host the following Statutory Meeting of the Forum including the Award Ceremony, and to contribute financially to the organisation of said Statutory Meeting including the Award Ceremony, subject to, and as determined by, the terms and conditions of the Cooperation Agreement entered into by the Forum and the Awarded City in accordance with Section 13 of these Terms and Conditions.

## **7. First application round: Submission of Concept Note**

- 7.1 Any Candidate applying for the Award is invited to take into account the content of the EYC Policy Toolkit. Candidates submit their first application by (i) filling in the Concept Note form and (ii) signing the present Terms and Conditions released with the Call before the First Application Deadline indicated in the Call. Applications received after this date will not be considered.
- 7.2 "The Concept Note and all complementary information shall be filled in entirely in English. No applications in any other languages will be accepted. The complete Concept Note form, the annexes thereto and the signed Terms and Conditions shall be sent by e-mail to [eyc@youthforum.org](mailto:eyc@youthforum.org) in PDF and Word formats with the subject "Concept Note EYC [relevant Award year] Municipality Name".
- 7.3 Original documents and hard copies may be requested later in the application and assessment process. Each application submitted in the first application round includes an Application Fee of 300 EUR, to be paid by the Candidate before the First Application Deadline at the Forum's bank account as specified in the Concept Note and the Call. Applications for which the payment of the Application Fee is received after this date will not be considered.

## **8. Short-listed Candidates**

- 8.1 Applications fulfilling the eligibility criteria mentioned in the Call will be examined through an online consultation of an independent Jury selected and convened by the Forum. Following this consultation, up to five (5) Candidates will be short-listed by the Jury. Announcement of the Short-Listed Candidates will be published on the Forum's website on the date indicated in the Call.
- 8.2 The Short-Listed Candidates will receive a more detailed application form for the second application round.

## **9. Second application round: Submission of detailed application form**

- 9.1 The Short-Listed Candidates submit their second application by filling in the detailed application form before the Second Application Deadline indicated in the Call. Applications received after this date will not be considered.
- 9.2 The detailed application form and all complementary information shall be filled in entirely in English. No applications in any other languages will be accepted. The completed detailed application form and annexes shall be sent by e-mail to [eyc@youthforum.org](mailto:eyc@youthforum.org) in PDF and Word formats with the subject "Application Form EYC [relevant Award year] Municipality Name".
  - Original documents and hard copies may be requested later in the selection process.
- 9.3 Each application submitted in the second application round includes an Application Fee of 700 EUR, to be paid by the Short-Listed Candidate before the Second Application Deadline to the Forum's bank account as specified in the detailed application form and the Call.
- 9.4 The Focus Group will meet after the detailed applications of Short-Listed Candidates are received and will develop recommendations for improvement of their applications to the Short-Listed Candidates.

- 9.5 The Short-Listed Candidates will receive recommendations, developed by the Jury through the online consultation and the Focus Group, for improvement of their applications at latest on the Full Feedback Date as indicated in the Call.

## **10. Third application round: submission of improved final application form**

- 10.1 The Short-Listed Candidates are invited to update and improve their applications from the second application round of the competition, according to the recommendations made by the Jury and the Focus Group. They submit the improved final application form before the Third Application Deadline indicated in the Call. If a Candidate does not send an improved final application form within the Third Application Deadline or if the improved final application form is received after the Third Application Deadline, the application will not be considered.
- 10.2 The improved final application form and all complementary information shall be filled in entirely in English. No applications in any other languages will be accepted. The completed improved final application form and annexes shall be sent by e-mail to [eyc@youthforum.org](mailto:eyc@youthforum.org) in PDF and Word formats with the subject "Final Application EYC [relevant Award year] Municipality Name".
- Original documents and hard copies may be requested later in the selection process.
- 10.3 The third application does not include any Application Fee.

## **11. Evaluation processes**

- 11.1 The assessment of the received Final Applications will be made by the Jury in the Jury meeting in November of the year following the Call. The Short-Listed Candidates will be invited to the Jury meeting in November to present their Final Application. The Forum, upon the jury's request, reserves the right to postpone the November meeting and the presentation at a later date if Additional Rounds are necessary.
- 11.2 Following the Additional Rounds and a written confirmation by the Jury, a final assessment of the received Final Applications will be made by the Jury during a Jury meeting, the modalities of which will be communicated in writing in due time to the Short-Listed Candidates.

## **12. Additional Rounds**

- 12.1 If, following a first assessment of the final applications, the Jury finds that it needs more information or input from the Short-Listed Candidates,, Additional Rounds can be organised. The Jury and/or the Forum will be free to organise as many Additional Rounds as appropriate, according to modalities to be communicated in writing and in due time to the Short-Listed Candidates.
- 1.1 Should the evaluation process be delayed for a specific Award year, the Candidate acknowledges that such delay will not prevent a Candidate to re-apply for another Award Year.

## **13. External Support**

- To ensure a transparent and fair process Candidates and Short-Listed Candidates are invited to disclose external support requested (if any) to prepare their applications. The Forum does not review any application before the respective application deadlines or convene any meeting with any Candidates or Short-Listed Candidates. Application documents and the feedback provided to the Candidates or Short-Listed Candidates throughout the entire process are confidential and the Forum does not disclose them at any stage, except for the Final Applications as set out in Section 19.3 below, irrespective of whether Additional Rounds were run or not.

## **14. Winning the Award**

- 14.1 The Awarded City will be announced and granted the Award at the Award Ceremony, to which all Short-Listed Candidates are invited. The name of the Awarded City will be also

communicated on the official European Youth Forum's website. The official Award Ceremony shall take place in the framework of the Forum's Statutory Meeting in November or at a later date, subject to reasonable notice, as communicated in writing by the Forum.

- 14.2 The Awarded City shall inform the Forum within three (3) Business Days from the date of the Award announcement whether or not to accept the EYC.

In case the Awarded City declines the Award, the Jury will meet again within seven (7) Business Days of the Award declining either in a physical or online meeting and will make a new selection of the Awarded City among the remaining Short-Listed Candidates. The Awarded City will be announced by an official communication of the Jury to be sent by e-mail to the legal representative of the Awarded City and to be published on the Forum's website not later than fifteen (15) Business Days of the Award Declining.

If the Awarded City declines the Award within the term provided for in Section 14.2, Para.1 of these Terms and Conditions, the declining Awarded City shall pay an indemnity equal to twenty five thousand euros (€ 25,000.00) to the Forum.

If the Awarded City declines the Award after the term provided for in Section 14.2, Para.1 of these Terms and Conditions, the declining Awarded City shall pay an indemnity equal to fifty thousand euros (€ 50,000.00) to the Forum.

- 14.3 By accepting the Award, the Awarded City commits to perform its obligations under these Terms and Conditions, the Final Application and the Cooperation Agreement as set out in Section 15 of these Terms and Conditions.

- The Awarded City shall further accept to act in line with the Values, and with the policies contained in the EYC Policy Toolkit, at all times during the Preparation Period and the Award Year.

- The Awarded City also agrees to contribute and to actively participate in the network of previous and upcoming Awarded Cities.

## **15. Cooperation Agreement**

- 15.1 As per Section 6.4(b) of these Terms and Conditions, the Awarded City commits to enter into a binding Cooperation Agreement with the Forum within seven (7) Business Days following the Award Ceremony.

- 15.2 The Cooperation Agreement shall be governed by Belgian law. Any dispute concerning the validity, interpretation, enforcement, performance and termination of this Cooperation Agreement shall be submitted to the exclusive jurisdiction of the Courts of Brussels.

- 15.3 The Cooperation Agreement is aimed at (i) planning and preparing the activities run by the Awarded City during the Award Year according to its Final Application and (ii) organising the relationship and cooperation between the Awarded City and the Forum. In the framework thereof, the Awarded City commits (i) to host and organise the Award Ceremony and a Statutory Meeting, being either the biannual COMEM or the GA of the Forum and (ii) to contribute financially to cover the costs linked thereto, subject to the following guidelines:

- (a) The Council of Members meeting takes place two times a year during two (2) full calendar days;
- (b) The General Assembly meeting takes place every two (2) years during three (3) full calendar days; and
- (c) The costs for organising and hosting the Statutory Meeting including the Award Ceremony are shared as follows:
  - (i) The Awarded City shall bear and pay directly to the relevant service providers all local costs linked to the organisation of the Statutory Meeting and the Award Ceremony, including but not limited to, accommodation of all Official

Delegates and Guests, members of the Board and staff of the Forum, local transport services, venue and meeting rooms, lightening, stage design, decoration, sound and video, speaker and special guests, entertainment.

- (ii) The Forum shall bear the travel costs for the Official Delegates and Guests attending the Statutory Meeting and the Award Ceremony.
- (iii) The Forum shall bear all the travel, accommodation and other costs for the Extra Delegates attending the Statutory Meeting and the Award Ceremony.
- (iii) The Application Fees collected by the Forum, will be used as a financial contribution to the organisation of the Award Ceremony.
- (iv) The above mentioned guidelines are further specified in the Cooperation Agreement.

## **16. Disqualification from the selection process**

16.1 Any Candidate, including the Short-Listed Candidate, may be automatically and immediately disqualified from the selection process if:

- (a) the first, second or third application is not duly submitted or if documents are missing;
- (b) the information contained in the application documents are false or misleading; the Candidate or Short-Listed Candidate fails to comply with its commitments and obligations under these Terms and Conditions;
- (c) the Candidate or Short-Listed Candidate fails to act in line with the Values promoted by the Forum and/or breaches the guarantees given under Sections 6.2 (b) and 6.2(c);
- (d) The Short-Listed Candidate fails to provide the required information in the framework of Additional Rounds organised by the Forum and/or the Jury;
- (e) the Candidate or Short-Listed Candidate contacts or attempts to contact, bribes or attempts to bribe, directly or indirectly, any member of the Jury or member of the Focus Group, with the intention to obtain a more favourable treatment of their application, during the period between the Call and the European Youth Forum's Statutory Meeting announcing the Awarded City;
- (f) in general, if the Candidate or Short-Listed Candidate is in breach with any provision of these Terms and Conditions.

16.2 In the event of disqualification, the disqualified Candidate or Short-Listed Candidate will be liable towards the Forum for any loss, damages or expenses (whether direct or indirect) caused by the occurrence of any event including but not limited to the events above mentioned in Section 16.1 and the disqualification.

- The Application Fees will not be refunded.
- The disqualified Candidate or Short-Listed Candidate also agrees to indemnify and hold the Forum harmless against any loss, damage or expenses with respect to all third party claims of any kind arising in connection with the above-mentioned events.

## **17. Suspension and Revocation of the Award**

17.1 The Forum may suspend or revoke the Award granted to the Awarded City and all privileges and benefits connected to the Award if:

- (a) After investigation, it has been found that Awarded City has obtained the Award by fraud or deception, including unfair practice or any criminal offence under Belgian law, or in breach of the guarantees given under Sections 6.2(b) and 6.2(c).



- (b) The Awarded City misrepresents material information related to the Award or misrepresents its Award through false or misleading advertising, or communication (written or verbal), or in any other form.
  - (c) The Awarded City knowingly reports fraudulent or erroneous data;
  - (d) The Awarded City uses its Award in any manner that brings disrepute to the Forum;
  - (e) In general, if the Awarded City fails to comply with or is in breach with any provision of these Terms and Conditions and especially with the commitments, obligations and the financial contribution entered into in the framework of the Cooperation Agreement.
- 17.2 In the event of suspension or revocation of the Award, the Awarded City agrees to indemnify and hold the Forum and their officers and directors harmless against any loss, damages or expenses (whether direct or indirect) caused by the occurrence of any event including but not limited to the events above mentioned in Section 17.1 and the suspension or revocation.

- The Awarded City also agrees to indemnify and hold the Forum harmless against any loss, damages or expenses with respect to all third party claims of any kind arising in connection with the Award or the above-mentioned events.

## **18. Intellectual property**

- 18.1 Candidates for the Award must make clear, in all their external communications and promotional material, that they are only candidates for the Award. Once the Award has been awarded, only the Awarded City can publicly refer to itself as European Youth Capital. Any derivation from these standards, particularly in the case of Candidates using ambiguous or misleading language that might imply they are already European Youth Capital, will be considered as a breach of these Terms and Conditions. In the case of such a breach, the Forum has the right to disqualify the Candidate from the selection process in accordance with Section 16 above.

## **19. Use of images and information**

- 19.1 By applying to the Award, the Candidate confirms that (i) it has produced the application entries itself and that it has not copied it, (ii) the Candidate's application entries do not infringe any third party rights (including intellectual property and privacy rights) and (iii) that the information provided is true and accurate. In case of any breach of a third party intellectual property or other proprietary rights, the Candidate will indemnify and hold the Forum and their officers and directors harmless against any loss, damages or expenses (whether direct or indirect) and third party (legal) claims related to such breach.
- 19.2 The Candidate agrees that the Forum and third parties authorised on behalf of the Forum including potential sponsors and media may make the Candidate's application information available for non-commercial marketing or internal communication purposes related to the Award. Example usage includes newspapers/magazines/websites/social media posts/blogs, printed material at the Award Ceremony, projected and on-screen visual at the Award Ceremony, videos and photos displaying Short-Listed Candidates and the Awarded City and presentations related to the Award. At all times the Candidates retain full ownership and the Forum's usage is non-exclusive. If the Forum receives a request to display information outside of these forms, then the Forum will contact the Candidate to request its explicit permission, giving full details of the mediums and materials where the Forum would like to use the submitted information.
- 19.3 The Candidate acknowledges that the Forum reserves the right to publish its Final Application, with the consent of the Candidate, on the Forum website. Therefore, the Candidate guarantees that all information and data contained in the Final Application can be publicly released or, in case the application contains confidential information, will indicate to the Forum which information must be treated as sensitive or confidential and be blacked out prior to publication.

19.4 Moreover, the Forum may also, in appropriate circumstances, and at its sole discretion, reject, edit remove or disable access to application information that appear to be legally or otherwise problematic, e.g. infringe the copyright or other intellectual property or privacy rights of others, are defamatory, etc. of for any other reason deemed justified by the Forum.

**20. Personal Data**

Any data processing activities within the EYC will be carried out in accordance with currently applicable European data protection legislation.

In particular, personal data collated through the applications will only be used by the Forum for interacting with the Candidate in line with these Terms and Conditions. In part, data collated will be processed in anonymised form. Personal data will not be disclosed to a third party without the prior written consent of the Candidate.

**21. Severability**

If any provision in these Terms and Conditions would be held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, then that provision (or part thereof) will be deemed not to form part of these Terms and Conditions, and the legality, validity or enforceability of the remainder of these Terms and Conditions will not be affected.

**22. Applicable law**

All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of these Terms and Conditions as well as all tort matters and other matters of pre- and extra-contractual liability between the parties shall be governed by and construed in accordance with Belgian law, without giving effect to any other choice of law or conflict-of-laws rules or provisions (Belgian, foreign or international) that would cause the laws of any jurisdiction other than Belgium to be applicable.

**23. Competent jurisdictions**

All disputes concerning the validity, interpretation, enforcement, performance and termination of these Terms and Conditions shall be submitted to the exclusive jurisdiction of the Brussels courts.

SIGNED and APPROVED:

\_\_\_\_\_

name:

title:

municipality:

date: