

LEGAL TERMS AND CONDITIONS - EUROPEAN YOUTH CAPITAL 2021

SUBMITTING AN APPLICATION IMPLIES FULL ACCEPTANCE OF THESE TERMS AND CONDITIONS**1. Description of the award**

- 1.1 The award is named "European Youth Capital" ("**EYC**"). This title is awarded to a European municipality for a period of one 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.
- 1.2 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.
- 1.3 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.

2. Organiser of the award

- 2.1 The EYC award is organised by the European Youth Forum (the "**Forum**").
- 2.2 The European Youth Forum is an international non-profit association under Belgian law (AISBL). The registered office of the Forum is at Rue de l'Industrie 10, 1000 Brussels, Belgium.

3. Candidates

- 3.1 Any local authorities from Member States of the Council of Europe (Cultural Convention) can submit an application.
- 3.2 A local authority is a municipality or a group of municipalities located in a common geographical area, such as a metropolitan area (the "**Local Authority**").

4. Call for applications

- 4.1 The call for applications is launched once a year.
- 4.2 The call for applications for EYC 2021 was launched on November 2nd 2017 (the "**Call**").

5. First application: concept note

- 5.1 A Local Authority applying for EYC (a "**Candidate**") is invited to take into account the regulations and content of the EYC toolkit (the "**Toolkit**") available online (<http://www.europeanyouthcapital.org/policy-toolkit/>).
- 5.2 By submitting an application to the Call, Candidates recognise full acceptance of these Terms and Conditions and acknowledge to be bound by these Terms and Conditions, which are applicable to the entire selection process and period as European Youth Capital.
- 5.3 Candidates submit their first application by filling in the concept note form released with the Call. The concept note and all complementary information shall be filled out entirely in English. No applications in any other languages will be accepted. The completed concept note form and annexes shall be sent by e-mail to eyc2021@youthforum.org in PDF and Word formats with the subject "Concept Note EYC 2021 Municipality Name". Original documents and hard copies may be requested later in the selection process.
- 5.4 Candidates are liable for the content of their application, which should be true, accurate and feasible. Candidates commit themselves to organise the activities based on the commitments made and programme described in their application.

5.5 The deadline for submitting applications is on 21st January 2018 (23:59 CET). Applications received after this date will not be considered.

5.6 The application includes a fee of 300 EUR, to be transferred and paid before the deadline above mentioned in Clause 5.5, at the European Youth Forum bank account as specified in the concept note form and the Call.

6. **Commitments of Candidates**

6.1 By submitting an application to the Call, any Candidate acknowledges that, if the Candidate wins the EYC title, it shall:

(a) Closely cooperate with the Forum in good faith at any stage of preparation of, and during, the EYC year; and

(b) Actively prepare the activities of the EYC year; and

(c) Facilitate representatives from the Forum twice a year for monitoring visits; and

(d) Host a statutory meeting of the European Youth Forum¹ after receiving the EYC title.

7. **Short-listed Candidates**

7.1 Applications fulfilling the criteria mentioned in the Call will be examined through an online consultation of an independent jury, composed of institutional and civil society experts, representatives from youth organisations, the private sector, the media, and from local and regional authorities (the "**Jury**"). The Jury will be selected and convened by The Forum. Following this consultation, five (5) candidates will be short-listed by the Jury (the "**Short-Listed Candidates**"). Announcement of the five Short-Listed Candidates will be published on the Forum's website on 16th March 2018.

7.2 The Short-Listed Candidates will receive a more detailed application form for the second application round.

8. **Second application: detailed application**

8.1 The Short-Listed Candidates submit their second application by filling in the detailed application form. The second application and all complementary information shall be filled out 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 eyc2021@youthforum.org in PDF and Word formats with the subject "Application Form EYC 2021 *Municipality Name*". Original documents and hard copies may be requested later in the selection process.

8.2 Candidates are liable for the content of their application, which should be true, accurate and feasible. Candidates commit themselves to organise the activities based on the commitments made and programme described in their application.

8.3 The deadline for submitting applications is 3rd June 2018 (23:59 CET). Applications received after this date will not be considered.

8.4 The application includes a fee of 700 EUR, to be transferred and paid before the deadline above mentioned in Clause 8.3 to the Forum bank account as specified in the application form and the Call.

8.5 A focus group composed of youth representatives (the "**Youth Focus Group**") will meet after the detailed applications of Short-Listed Candidates are received and will develop recommendations for improvement to the Short-Listed Candidates.

8.6 The Short-Listed Candidates will receive recommendations, developed by the Jury and the Youth Focus Group, by 13th August 2018 for improvement of their applications.

¹ By statutory meeting it is meant either the Council of the Members of the European Youth Forum ("COMEM") or General Assembly of the European Youth Forum ("GA"). Hosting a statutory meeting implies a financial contribution.

9. **Third application: improved application**

- 9.1 The Short-Listed Candidates are invited to improve their applications from the second round of the competition, according to the recommendations made by the Jury and Youth Focus Group. The third, final application form and all complementary information shall be filled out entirely in English. No applications in any other languages will be accepted. The completed improved application form and annexes shall be sent by e-mail to eyc2021@youthforum.org in PDF and Word formats with the subject "Final Application EYC 2021 *Municipality Name*". Original documents and hard copies may be requested later in the selection process.
- 9.2 Candidates are liable for the content of their application, which should be true, accurate and feasible. Candidates commit themselves to organise the activities based on the commitments made and programme described in their application.
- 9.3 The deadline for submitting applications is September 30th 2018 (23:59 CET). Applications received after this date will not be considered.
- 9.4 The third application does not include any fee.

10. **Evaluation process**

- 10.1 Assessment of the received improved applications and the final selection of the successful Candidate will be made by the Jury. The Jury will be composed of institutional and civil society experts, representatives from youth organisations, the private sector, the media, and from local and regional authorities, and will be selected and convened by The Forum
- 10.2 To ensure a transparent and fair process the Forum does not review any application before the application deadline or convene any meeting with any Candidates or Short-Listed Candidates.

11. **Winning the Award**

- 11.1 The Short-Listed Candidate awarded with the EYC title 2021 (the "**Awarded City**") will be announced during the European Youth Forum's statutory meeting in November 2018.
- 11.2 The Awarded City commits to sign a Memorandum of Understanding ("**MoU**") with the Forum following the award ceremony. The MoU is aimed at planning the preparation of the EYC year according to the application of the Awarded City. The MoU will also organise the cooperation between the Awarded City and the Forum.
- 11.3 By accepting the EYC title, the Awarded City commits to execute its obligations under the application and the MoU. The Awarded City also accepts to act in line with the values promoted by the Forum, and with the policies contained in the Toolkit, at all times during the preparation period and EYC year.
- 11.4 By accepting the EYC title, the Awarded City also agrees to contribute and to actively participate in the network of previous and upcoming EYC awarded cities.

12. **Disqualification and damages**

- 12.1 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; or
 - (b) The information contained in the application documents are false or misleading; or
 - (c) The Candidate or Short-Listed Candidate is in breach with any provision of these Terms and Conditions; or
 - (d) The Candidate or Short-Listed Candidate fails to comply with its commitments and obligations; or
 - (e) The Candidate or Short-Listed Candidate fails to act in line with the values promoted by the Forum, and with the policies contained in the Toolkit; or

- (f) The Candidate or Short-Listed Candidate contacts or attempts to contact, directly or indirectly, any member of the Jury or member of the Youth Focus Group, with the intention to influence this member, during the period between the Call and the European Youth Forum's statutory meeting announcing the Awarded City.
- 12.2 In the event of disqualification, the disqualified Candidate or Short-Listed Candidate will be liable towards the Forum for any damages caused by the disqualification. The application fees will not be refunded.
- 12.3 In the case of occurrence of events above mentioned in Clause 12.1 due to the Awarded City, the Forum has the right to withdraw the EYC title.
- 13. **Intellectual property**
- 13.1 Candidates for the EYC title must make clear, in all their external communications and promotional material, that they are only candidates for the title. Once the title 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.
- 14. **Applicable law**
- 14.1 All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of this Agreement 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.
- 15. **Competent jurisdictions**
- 15.1 All disputes concerning the validity, interpretation, enforcement, performance and termination of this Agreement shall be submitted to the exclusive jurisdiction of the Brussels courts (French speaking sections).

SIGNED:

Print name:

Print title:

Print municipality:

Date: