

# European Capital of Democracy

## Legal Framework

The terms used in this document shall have the meaning as defined in the Glossary in the section “Glossary” of the Call.

### 1. General legal conditions

The ECoD Call constitutes merely an invitation to voluntarily apply for participation in the ECoD Initiative by submitting the Declaration of Intent. Neither does the Call constitute a binding offer or a binding order by ECoD NPO to participate, nor is it an invitation to tender in the sense of public procurement law provisions. Accordingly, all claims against ECoD NPO and The Innovations in Politics Institute GmbH arising from or in connection with the European Capital of Democracy application and/or submission and/or participation in the ECoD Initiative, including all related matters, are excluded. Participants are obliged to bear all expenses and costs associated with the European Capital of Democracy application and/or submission and/or participation in the ECoD Initiative and all related matters themselves. This also applies if Interested Cities are not included in the ECoD Network or if Member Cities are not included in the Shortlist for whatever reason.

All Annexes as listed under the section “Annexes” of the ECoD Call document are an integral and binding part of the Call. Participation in the ECoD Initiative including the Call is entirely voluntary and subject solely to the contents and conditions of the Call and its Annexes. By submitting their application and/or submission, Participants confirm that they have taken note of and agree to the contents of the Call and all its Annexes. To the extent that the Call and/or its Annexes contain legal requirements or conditions in connection with the European Capital of Democracy application and/or participation in the ECoD Initiative, including all related matters, Participants, by submitting their application and/or submission, accept these requirements and conditions as legally binding and confirm to fulfil all obligations arising from these requirements and conditions.

By submitting their Declaration of Intent and/or application and/or submission, Participants acknowledge and agree that all decisions made by ECoD NPO, the ECoD Team, the Experts’ Jury, the Advisory Board or any other decision-making body or jury in connection to the European Capital of Democracy application and/or submission and/or participation in the ECoD Initiative are at their sole discretion and not subject to judicial review. The Experts’ Jury makes its decisions in all regards independently and autonomously. Participants cannot derive any claims from such decisions. Participants acknowledge that there is no claim to a specific decision in connection with the European Capital of Democracy application and/or submission and/or participation in the ECoD Initiative, in particular no claim to admission to the ECoD Call or the Network or inclusion in the Shortlist.

The entire contents of the ECoD Call, in particular, but not exclusively timelines, prerequisites, selection and exclusion criteria, and all Annexes of the Call may be subject to change at any time at the sole discretion of ECoD NPO and neither ECoD NPO nor The Innovation in Politics Institute GmbH will be held liable for any kind of costs or claims that might arise from such changes.

### 2. Processing of personal data

ECoD NPO shall take technical and organisational measures to ensure data security by providing a secured platform based on state-of-the-art technologies for all sensitive information and documents regarding the Call and applications or submissions.

Participants undertake to comply with all applicable data protection regulations, in particular the General Data Protection Regulation (GDPR) and the Data Protection Act, and will take all necessary precautions to ensure compliance with all related requirements. All Participants must have signed the data privacy statement, which constitutes a binding part of the Confidentiality Agreement (separate document).

### **3. Advisory Board**

The Advisory Board serves as an independent sounding board for ECoD NPO and contributes with the experience and know-how of its members. It shall provide advice, suggestions and recommendations regarding the Programme and its projects. Furthermore, the Advisory Board will consult all relevant ECoD Initiative activities and collect suggested learnings for upcoming ECoD Calls. It will also issue a yearly report and advise the further development of the ECoD Initiative. For detailed information and current members, please refer to the ECoD Initiative website: [www.capitalofdemocracy.eu](http://www.capitalofdemocracy.eu)

### **4. Code of Conduct / Conflict of Interests**

All Participants are expected to base their activities and engagement on essential pillars of democracy, as laid out in the European Convention of Human Rights and The Universal Declaration of Human Rights. Participants being active in the ECoD Initiative should live up to those democratic standards and must be absolutely committed to these sets of values. Only through those values, it is possible to create a competition with democratic, transparent and fair means for the title European Capital of Democracy.

To remain true to the democratic principles, it is essential to take responsibility yourself. Our personal actions shape the image of the entire ECoD Initiative. It is this personal behaviour that helps to intensify public discussions about the values of democracy and to establish an innovative competition for the best democratic ideas. All Participants declare that there is no conflict of interest in connection with their European Capital of Democracy application and/or participation in the ECoD Initiative and there are no circumstances in the past or present that could even cast doubts about their independence and impartiality. ECoD NPO reserves the right for exclusions during all stages of application and participation, should a conflict of interest or other obstacles arise. In case of an exclusion, ECoD NPO and The Innovations in Politics Institute GmbH will not be held liable for any claims or costs arising from such exclusions. For details, please refer to the Compliance Guide, which constitutes a binding part of the participation in the ECoD Initiative.

### **5. Confidentiality and Transparency**

Members of the ECoD Network agree on the basic principle of transparency and on making as much information and data about the joint activities available to the public as possible. However, all Participants must have signed the Confidentiality Agreement (see separate document), which constitutes a binding part of the European Capital of Democracy application and participation in the ECoD Initiative, and are obliged to comply with it. This obligation shall not be affected by the termination or revocation of the ECoD Initiative, expiry of the ECoD title, non-acceptance or revocation of the application and/or non-acceptance or revocation of a City as a member of the ECoD Network, non-inclusion or revocation as Nominee City in the Shortlist, termination or revocation of the membership in the ECoD Network and any other termination of the cooperation.

### **6. Communication and Dissemination**

Each Participant undertakes to coordinate and cooperate closely with ECoD NPO in all matters related to the communication of the ECoD Initiative, in particular related to the Call. All Nominee Cities and the City-Designate / Titleholder must promote the awarded title European Capital of Democracy and its results, by providing targeted information to multiple audiences, including media and the public. It is expected that all Member Cities will support the communication matters regarding the ECoD Initiative to the best of their ability.

A communication plan and, in accordance with the section "Intellectual Property", ECoD Initiative logo to be used in all communication matters related to the ECoD Initiative, in particular the Call, will be provided to the Member Cities. After being submitted to the ECoD Network, all materials in connection with the participation of Member Cities may be made available to the public in a suitable format and disseminated by ECoD NPO, The Institute and partners of the ECoD Initiative without the need of further approval. In case of such publications, ECoD NPO, The Innovations in Politics Institute GmbH and its partners will not be held liable for any claims arising from such publications.

## **7. Intellectual Property**

The title European Capital of Democracy is licensed and awarded by ECoD NPO. A Member City can use the Initiatives logo(s) as defined in their CI/CD Guidelines (see separate document) after the admission to the ECoD Network and the Call has been made public solely for the purpose of communicating and marketing the ECoD Initiative, otherwise to indemnify and hold harmless The Institute and ECoD NPO.

ECoD NPO reserves all rights to trademarks, logos and other issued materials. The right to use the ECoD Initiative's logo/s by the Member Cities is on a non-exclusive basis and may not be transferred to third parties. ECoD NPO reserves the right to revoke the right of use at any time. The right of use shall expire without the need for an express declaration by ECoD NPO in the event of termination or revocation of the ECoD Call or ECoD Initiative, expiry of the ECoD title, termination or revocation of the membership in the ECoD Network and any other termination or revocation of the cooperation.

ECoD NPO is entitled to issue binding guidelines or individual instructions on the specific way of using trademarks, logos and other issued materials.

All Call-related content, information and material submitted by the Cities can be used by ECoD NPO without restriction.

## **8. Membership**

Cities that have been admitted to the Network become Member Cities after completing the entire procedure set out in the ECoD Call at their own expense, including the provision of all required documents and materials. The selected Member Cities will be expected to follow through with the process after confirmation, responding to requests as a single point of contact in due time and for representing the title-holding City in the Steering Board. Withdrawal from the ECoD Programme Year in the event of intentional leave, force majeure or an unexpected fundamental change in circumstances has to be coordinated with ECoD NPO without undue delay and before public communication.

Participants acknowledge and agree that admission to the ECoD Call, admission as a Member City of the ECoD Network, selection as a Nominee City and other participation in the ECoD Initiative may be revoked if the underlying circumstances have changed significantly. Participants cannot derive any claims against ECoD NPO or The Institute from such decisions.

## **9. Liability**

Insofar as liability is not excluded under these Legal Framework Conditions, ECoD NPO and/or The Institute and/or partners of the ECoD Initiative shall only be liable to Participants for direct damage caused intentionally or by gross negligence. Any further liability is excluded. In particular, ECoD NPO and/or The Institute and/or partners of the ECoD Initiative shall not be liable for indirect damages and pure financial losses.

## **10. Applicable law and exclusive place of jurisdiction**

The entire legal relationship between ECoD NPO and/or The Institute and/or partners of the ECoD Initiative on the one hand and the Participant on the other hand, shall be governed by Austrian law to the exclusion of the conflict-of-law rules of private international law. For all disputes arising from or in connection with the entire legal relationship between ECoD NPO and/or The Institute and/or partners of the ECoD Initiative on the one hand and the Participant on the other hand, including its effectiveness, which cannot be settled amicably, the exclusive local and international jurisdiction of the competent court having subject-matter jurisdiction for the first district of Vienna is expressly agreed.