

European Capital of Democracy

Experts' Jury Member Agreement

This Agreement with the number *EJ24-XX* is entered into on *DAY MONTH 2024* in *Vienna*

between

ECoD gemeinnützige GmbH

Ungargasse 59-61, 1030 Vienna, Austria (hereinafter referred to as "ECoD NPO")

and

(insert title, full name and passport number)

currently living at

(insert address)

(hereinafter referred to as "Expert")

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

1. General Intent

ECoD NPO and the Expert agree to appoint the Expert by this Agreement as a member of the Experts' Jury for the implementation of the European Capital of Democracy Calls (ECoD Calls).

By signing this Agreement, the Expert confirms that he/she/they has read, understood and accepted the Agreement and all obligations and conditions contained therein, including the applicable content of the following Annexes as amended from time to time:

- [Compliance Guidelines \(including general Code of Conduct\)](#)
- [Confidentiality Agreement](#)
- [Conflict of Interest Declaration](#)
- [Data Security Guidelines](#)
- [Diversity and Inclusion Guidelines](#)
- [ECoD Call Document](#)
- [Experts' Jury Manual](#)
- [Financial Accountability, Impact Logic and Monitoring Matrix](#)
- [Provisional Planning \(yearly\)](#)
- [Payment and Reimbursement Form](#)
- [Reimbursement Rules](#)
- [Safeguarding Policy \(including specific Code of Conduct\)](#)

The Experts' Jury members perform their activities in an independent manner, in the absence of binding instructions regarding the time spent on their activities, place of activity, behaviour and content of activity, without involvement or integration into ECoD NPO's operations, but within the agreed upon time frames and deadlines. Each individual Experts' Jury Member undertakes their responsibility for taxation and social insurance, and for reporting the payments relating to them. It is noted that the present Agreement is neither an employment contract nor a freelance service contract. The Expert provides the activities under this Agreement solely on the basis of their professional position as a self-employed consultant.

2. Fees and Expenses

ECoD NPO will compensate a meeting day or activity day with a flat fee of EUR 500 gross, half a meeting day with EUR 250 gross. Activity days will only be compensated to the extent that Jury Members provide auditable documentation of the activities performed on the respective days.

ECoD NPO will reimburse the Expert directly for travel expenses and other expenditures directly connected to Jury activities. Experts are entitled to the reimbursement of their travel expenses to and from the point of departure and to and from the place of meeting. Reimbursement is bound to the Reimbursement Rules as laid down in the according Annex and the Expert is entitled to reimbursement only in accordance with the applicable Reimbursement Rules. As a general rule, the Expert has to select the most economical means of transportation and make the transportation arrangements as early as possible.

Accommodation and meals will be provided by the ECoD NPO. Should that not be possible the daily allowance will be based on a lump sum (see Reimbursement Rules) and covers accommodation expenses, meals and local transportation. Other expenses will not be covered, in particular costs of purchasing equipment or other material needed by the Expert to accomplish their tasks.

In addition to the payments outlined above, the current Chairperson of the Experts' Jury is entitled, per ECoD selection period, to a daily fee for the drafting and writing of the reports.

The claims for remuneration and reimbursement of expenses are fully and conclusively regulated in this Agreement and the applicable Reimbursement Rules. All claims of the Expert are settled with the stated amounts. Further claims for remuneration and reimbursement of expenses arising from and in connection with this Agreement are expressly excluded.

3. Bank Account Details

Payments shall be made to the Experts' bank account denominated in euros:

- Name of bank:
- Address of branch in full:
- Exact name of account holder:
- Full account number including codes (IBAN, BIC):

4. Credentials

A Curriculum Vitae and a photo of the Jury Member has to be submitted in a current version. Furthermore, the Conflict of Interest Declaration and Code of Conduct have to be signed and provided. Name, function and curriculum vitae of the Expert will be made public by ECoD NPO in an appropriate and customary manner after the Agreement has been signed.

5. Processing of Personal Data

Any personal data shall be processed according to ECoD NPO's Data Security Guidelines and Privacy Policy.

6. Ownership of Results

ECoD NPO shall have the unrestricted, temporally unlimited and irrevocable right to use all results of the Expert's activities under this Agreement. These rights include, in particular, all intellectual property rights, including copyrights. In particular, ECoD NPO shall be entitled to use, to edit, and to disseminate results in any way ECoD NPO deems useful or appropriate.

7. Scope of Activity and Planning

The scope of activity of the members of the Experts' Jury for the ECoD Calls is to evaluate and pre-qualify the submissions received according to the applicable criteria during the selection process and to agree on a Shortlist of the best Member Cities to be proposed to the Citizens' Jury for selection (the final decision rests with the Citizens' Jury). The members of the Experts' Jury also conduct on-site interviews for this purpose. The Experts' Jury also supports the Cities which are nominated as potential European Capitals of Democracy (Nominee Cities), in developing their democracy projects (on-site) during their preparation period.

For further information regarding all activities, please see the Experts' Jury Manual (separate document).

8. Duration and Termination of the Agreement

Membership in the Jury endures for the duration of this Agreement. The Agreement shall commence upon its effective date, which shall be the date of signature by both parties. The Agreement will automatically terminate at the end of the last year of a member's assignment, depending on the member's status either after two or four years as stipulated in the Experts' Jury Manual. The parties may extend the term of this Agreement once, for a period of another two years.

Termination of this Agreement without notice for good cause, including in the event that performance of the Agreement is prevented by force majeure, is permitted at any time for either party.

ECoD NPO may at any moment suspend or terminate the Agreement in particular, but not limited to, if the Expert

- is not performing his/her/their tasks or is performing them poorly or
- has committed substantial misconduct, malpractice, irregularities or other reproachable behaviour or is in serious breach of his/her/their obligations under this Agreement

The Expert may terminate the Agreement at any time if they are not able to fulfil the obligations under this Agreement on reasonable grounds.

Termination by the Expert must be submitted in writing, addressed to the Jury Chairperson and the CEO of ECoD NPO as soon as possible. Circumstances, such as serious personal or professional reasons or incompatibilities, should be brought to the attention without further ado.

9. Liability

The Expert shall be liable to ECoD NPO for all direct damages caused by unlawful and culpable conduct. The Expert shall indemnify and hold ECoD NPO harmless ("schad- und klaglos") from any damages and claims arising out of or in relation to the performance of the present Agreement by the Expert and asserted by third parties against ECoD NPO. This includes in particular, but not limited to, claims based on intellectual property law, social security law and tax law.

It is the sole responsibility of the Expert to seek appropriate advice to ensure that his/her/their activities under this Agreement comply with all provisions of applicable Austrian law, local law in the Expert's country of residence and/or in the country of performance of the activities. This applies in particular with regard to the obligations to be complied with under tax law, social security law and income reporting obligations. In addition, it is the sole responsibility of the Expert to obtain appropriate insurance cover.

10. Applicable Law and Settlement of Disputes

The Agreement shall be governed by Austrian law to the exclusion of the conflict-of-law rules of private international law. For all disputes between the parties arising from or in connection with this Agreement, 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.

11. Miscellaneous

There are no verbal subsidiary agreements. Amendments or supplements to this Agreement must be in writing in order to be effective. This shall also apply in the event of a deviation from the written form requirement.

The invalidity or unenforceability of individual provisions of this Agreement shall not affect the validity of the remaining provisions of the Agreement. The parties shall replace the invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intended purpose.

The above conditions are accepted and agreed upon by both parties.

Place (city/town) and date

Place (city/town) and date

Signature of Expert

Signature of Representative of ECoD NPO