



PILOT PROJECT “EXCHANGE OF MEDIA ‘RISING STARS’ TO SPEED UP INNOVATION AND INCREASE CROSS-BORDER COVERAGE”

GENERAL CONDITIONS FOR PARTICIPATION IN THE STARS4MEDIA PROJECT

This project is an exchange programme between professionals from media outlets across Europe. The project is designed to enhance their professional skills and abilities in order to accelerate media innovation and develop sustainable business models for legacy media.

OBJECTIVE AND PURPOSE OF THE GENERAL CONDITIONS

The purpose of this document is to inform about and highlight the general principles to which the Parties must agree and be in compliance with, as well as the regulations and legal framework applicable to the Stars4Media pilot project (hereinafter “the Project”).

The Partners to the Consortium shall be the ones mentioned in the application Connect/2019/10745536 as accepted by the European Commission (EC). They will be hereinafter referred to as “Consortium Partners”. Coordination of the Project shall be ensured by Vrije Universiteit Brussel (VUB, hereinafter “Coordinator”).

The “Applicant” shall mean the media professional that applies for a collaboration with the Consortium Partners in the framework of the EC’s call for proposals. This may, by way of exception, also mean Media Professionals with a registered VAT number.

Applicant and Consortium Partners will hereinafter be referred to as “Party(ies)”.

ACCEPTANCE OF EU RULES

By submitting the proposal, Applicant acknowledges and accept the conditions set out by the European Commission in the call for proposals and the therein referred to legal basis.

<https://ec.europa.eu/digital-single-market/en/news/pilot-project-exchange-media-rising-stars-speed-innovation-and-increase-cross-border-coverage>

ACCEPTANCE OF THE STARS4MEDIA GENERAL TERMS AND CONDITIONS OF PARTICIPATION

By submitting the application, the Applicant acknowledges and accepts the principles and conditions set out by the Consortium Partners in the present Terms and Conditions (hereinafter “Terms and Conditions”).

By submitting the Application, the Applicant acknowledges and accepts that he/she shall ensure that the Media Company or Media Outlet they are linked to shall take knowledge and abide by the present Terms and Conditions and the further relevant documents mentioned in the present general Terms and Conditions.

Within the context of its application to participate, the Applicant confirms having read through these Terms and Conditions and, where available, any specific rules for the training programmes (hereinafter 'Specific Rules'), as well as all the information concerning the details of the Applicant's participation in the Project, available on the project web page: starts4media.eu, and accepts all the clauses thereof, without reservation or restriction.

For the sake of clarity, the full set of applicable terms and conditions are collected in the following documents: 1) S4M Call for Initiatives; 2) S4M General conditions for participation (this document); 3) S4M Specific rules; 4) S4M Agreement Coordinator - Media Outlet.

Please make sure you read and understand them before applying.

Application to the Project entails the Applicant's complete acceptance of these Terms and Conditions, as well as all the documents referenced herein. By applying to the Project the Applicant accepts responsibility for the respect by the selected media professionals of the Terms and Conditions, any Specific Rules and all conditions set out by the European Commission.

Deviating provisions, also insofar as they form part of any General Terms and Conditions of the Applicant, shall not apply unless their validity has been expressly acknowledged in writing by the Consortium Partners.

The Consortium Partners reserve the right to modify these Terms and Conditions without notice. Any changes to this prerogative of the Consortium Partners will be brought to the Applicant's attention. Modifications resulting from changes in regulations and/or relating to personal and property safety will have immediate effect, without the need for any written approval.

In the event of modification of the dates and/or the site hosting the training programmes, determined by the Consortium Partners or the organisers of a training programme for any reason whatsoever, or of any change to these Terms and Conditions which doesn't have immediate effect as set out in the above paragraph, the Applicant will be notified of that change. Unless the Applicant cancels its application to participate by means of registered post with confirmation of delivery, sent to the Coordinator and the organisers of the training programme in which they wished to participate, as the case may be, within 15 days of the said notification, the Applicant will be considered as having accepted the new dates and/or site hosting the training programme, or the amended version of the Terms and Conditions.

Furthermore, it is expressly agreed that under no circumstances shall admission to the Project oblige the Consortium Partners or the organisers of a training programme, as the case may be, to admit the Applicant to any future project(s) or any other event(s) organised by the Consortium Partners and shall not confer upon the Applicant any rights or priorities.

COMMITMENT - ADMISSION

All applications to the Project are subject to examination by the Consortium Partners who reserve the right to assess and verify the following non-exhaustive list of information:

- the creditworthiness of the Applicant,
- the compatibility of the Applicant's activities with the nomenclature of the Project,
- the match between the products or services offered by the Applicant and the positioning of the Project or training programme,
- the impartiality of message that the Applicant could deliver in the Project or the training programme.

Applications coming from those who remain indebted to and/or in dispute with one or more the Consortium Partners will not be considered.

The Coordinator will notify the Applicant of its decision (approval or rejection of the application) by electronic mail. In the case of the approval of the application to participate in the Project, the Consortium Parties and the Applicant will be definitely committed one to the other by means of an agreement, which contents comprise the Applicant's application as approved by the Consortium Partners, these Terms and Conditions, and the other documents referenced in the above.

It is expressly specified that the Consortium Partners reserve the right to reject any application as they see fit and cannot be held liable for any damages.

The Consortium Partners reserve the right not to consider applications submitted after the deadline for registration defined by the Consortium Partners.

LIABILITY

Since the Coordinator is a research institution, it shall use all reasonable endeavours to perform the Project with the standards of care and diligence as normally practiced by universities providing services of a similar nature (a best efforts obligation). The Consortium Partners agree to use all reasonable endeavours to comply with the conditions laid down in the call for proposal issued by the European Commission.

Each Party shall be solely responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law and in so far such acts or omissions are the result of wilful misconduct or gross negligence. Each Party shall solely be responsible for the use to which it puts the results of the Project.

By applying to the Project, Applicant waives all recourse that they, their insurers, the Media Company or Media Outlet they are linked to, or their insurers, may be entitled to make against the Consortium Partners and their respective insurers or any damage or any direct or indirect losses that may occur to the Applicant, or its employees, staff or agents and additionally for any operating losses and/or extra costs regardless of the cause, with the exception of malicious acts.

Consortium Partners cannot guarantee that Background Knowledge or Project results made available to Applicant, Joint or Exclusive, will not infringe third parties intellectual property (IP) rights. What Consortium Partners can offer is the commitment to inform Applicant of infringements as soon as Consortium Partners have received indications thereof.

INSURANCE

Injury to the personnel

Each Party is responsible for the insurance coverage of its own employees in accordance with applicable national legal requirements for occupational injuries and occupational diseases. As a consequence, each Party must fulfil the required formalities and sustain all the costs, if any, involved in the insurance policies underwritten to cover its own employees and staff against these risks.

Each Party shall promptly inform the other Party of any incident or injury to the employees or staff of such other Party occurring within its premises or installations or those which are known to it in the course of any work by the employees or staff of such other Party received by it in order to allow such other Party to proceed to the formalities required by law within the prescribed time.

Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf within the Project or from its use of Results or Background.

The Applicant and the Media Company or Media Outlet they are linked to will indemnify and hold Consortium Partners harmless from and against third party claims based on Applicant's use or exploitation of the results of the Project.

Data protection

Each Party delivering data within the framework of the Project will respect applicable data protection regulations and will respect the made agreements for making the data available.

FINANCIAL PROVISIONS

the Applicant shall ensure that the Media Company or Media Outlet he/she is linked to shall take notice and comply with the financial provisions set in the present Terms and Conditions.

The grant will be defined by applying a maximum co-funding rate of 80% of the total eligible direct costs actually incurred and declared. The Applicant shall make sure that the Media Company or Media Outlet he/she is linked to shall provide for the remaining 20% of the total eligible direct costs actually incurred and declared, according to the possible financing forms listed in the EC's call for proposals.

The eligibility of costs will also be defined according to the provisions of the EC's call for proposals rules. However, the maximum co-funding rate of 80% of the total eligible direct costs actually incurred and declared shall only cover costs for travel, subsistence and training allowance of the media professionals participating in the exchange programme and that are aimed at a matching of the professional with the host institution (including linguistic knowledge).

The total maximum amount of the eligible direct costs that may be reimbursed shall never exceed 6 000,- euros per media professional of which 80% will be covered by the grant and 20% by the Applicant, and will be based on cost of the cheapest available economy class travel and appropriate lodging in the allotted location. For a more detailed list of eligible expenses please refer to the doc: 3) S4M Specific rules.

In this respect the maximum co-funding of 80% at the expense of the Consortium shall never exceed a maximum of 4 800,- euros per media professional.

All amounts mentioned are VAT included.

CONFIDENTIALITY

The following information will be considered of confidential nature:

- Information labelled as confidential
- Information communicated verbally and reduced to writing within 30 days
- Information (written or verbal) not labelled as confidential but which obviously is of a confidential nature
- Background knowledge and Project results as stipulated
- The confidentiality provisions shall also retroactively apply to all parties who have exchanged confidential information during the period of the setup of the Project prior to its submission.

BACKGROUND KNOWLEDGE

Background Knowledge shall mean information which is held by the Parties prior to their entering into this Agreement, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their entering into this Agreement, and which is needed to perform the obligations under this Agreement or for using the results of the Project. Background Knowledge, including improvements thereof, will be considered Confidential Information and property of the Party disclosing it.

Parties shall have the right to use each other's' Background Knowledge during the Project for the sole purposes of the performance of the Project and shall treat each other's Background Knowledge as confidential information. Any other uses of Background Knowledge will be specifically agreed upon between the Parties.

RESULTS

Results shall belong to the party that generates them. Results shall be either Consortium Partners' Project Results, Party(ies)'s Project Results or Joint Results, as the case may be.

Each Party's Joint Owner's share in the Joint Project Results shall be determined between the Parties, hereto depending upon each Party's relative contribution and inventive or creative part in the Results generated in the context of joint initiatives, and depending upon any applicable intellectual property laws and regulations.

The Parties shall negotiate, in good faith, an agreement between them that stipulates the Joint Owner's share, which Party takes the lead in patent prosecution or registration of any other relevant intellectual property rights and commercialisation as well as the sharing of out-of-pocket patent prosecution costs and revenues from licensing, sale or commercialisation of any such Joint Results. Such agreements shall be concluded within a period of twelve (12) months after the Results are generated.

If the Joint Owner's share cannot be determined, the Party Joint Owners shall be joint owners for an equal proportion of the Joint Project Results.

Neither Party shall have any right to exploit the Joint Results without the express written consent of the other Party.

It means that the exploitation by one Party of the Joint Results shall depend on the consultation and permission of the other Party, which will not be unreasonably withheld, unless the legitimate interests of a Party are, or are at risk of being jeopardised.

The Coordinator has the right to use the Project Results for academic and research purposes such as teaching and scientific research.

Any transfer of or grant of exploitation rights to Project Results shall be financially compensated at arm's length conditions according to applicable EU state aid legislation.

MONITORING AND REPORTS

As the main objective of the Pilot Project under this call is to reinforce the skills of young media professionals and cross-border cooperation between such professionals and media outlets as a means to promote innovation in the European media sector and foster an environment conducive to quality journalism and media pluralism, the monitoring and evaluation of the Project is of utmost importance. With a view to ensuring transparency and accountability as well as to understand the effectiveness, efficiency and impact of the programme, the establishment of processes and tools to evaluate the programme, including by ensuring regular feedback from Applicant and participants and follow-up procedures and other relevant materials needs to be ensured.

The Applicant shall ensure that the Consortium Partners are in a position to fully comply with their obligations under the EC's call for proposals, especially the financial obligations and follow-up and reporting obligations to the EC.

PUBLICATION

In the event that any Party wishes to publish or otherwise communicate (for teaching purposes or otherwise) any Project results, it shall submit a draft of such publication or communication to the other Party(ies) prior to the scheduled date of publication or communication, to give the other Party(ies) the opportunity to review the draft with the aim to protect its own confidential information or in order to safeguard its legitimate business interests and/or to consider intellectual property protection. Any Party will send its comments within thirty (30) calendar days from receipt of the draft publication or communication in the absence whereof it will be deemed to have given its consent. Publication may under no circumstances be delayed for more than four (4) months.

FORCE MAJEURE

Force Majeure shall mean any cause preventing a Party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party.

No Party shall be considered to be in breach of the Terms and Conditions if it is prevented from fulfilling its obligations under the Terms and Conditions by Force Majeure.

Each Party will notify the Coordinator of any Force Majeure without undue delay. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Partners by mutual consensus.

