Legal Terms and Conditions

1. Definitions

**Call:** A public document describing, among other matters, the ESOF conference and the Selection Process, as well as a timeline and criteria for the selection of an ESOF Host

**Candidate:** A legal entity that has applied in response to the Call

**Collaboration Agreement:** An agreement signed by EuroScience and the Host that governs the collaboration required to organise and deliver an ESOF conference

**ESOF:** The EuroScience Open Forum, a biennial general science conference, founded and owned by EuroScience

**EuroScience:** The European Association for the Advancement of Science and Technology, a non-profit association founded in 1997 and registered at 1 Quai Lezay-Marnésia, F-67000 Strasbourg, France

**First-Round Application:** Initial first-round application of a legal entity in response to the Call

**Governing Board:** Elected governing body of the EuroScience association, comprised of twelve (12) full members of EuroScience. The Governing Board shall take the final decision on the selection of an ESOF Host.

**Host:** A legal entity that has been selected by the Governing Board to organise an ESOF conference

**Second-Round Application:** Second-round application of a Short-Listed Candidate invited to respond to the Second Round of the Call

**Selection Committee:** Committee of six (6) members, including Euroscience Governing Board members and/or external experts, that assesses both First-Round and Second-Round Applications, provides feedback to the Candidates and makes recommendations to the Governing Board in the framework of the Selection Process.

**Selection Process:** The process created to identify and select an ESOF Host

**Short-Listed Candidate:** A Candidate that has been invited to submit a Second-Round Application in response to the Call

**Terms and Conditions:** Legal obligations related to the Call and to the subsequent organisation and delivery of an ESOF conference by the Host

2. Introduction

1) The present document sets out the standard Terms and Conditions for the Selection Process and outlines, among other elements, the Call, the assessment procedure, the rules for disqualification, suspension or revocation of a Candidate application, as well as applicable principles of liability.

2) Submission of an application by a Candidate implies full acceptance of the Terms and Conditions.
3) Candidates are understood to be aware of their responsibilities and are bound by the Terms and Conditions. Failure to comply with the Terms and Conditions will lead to disqualification, without prior notice, of the Candidate from the Selection Process as set out below.

4) The Terms and Conditions should be understood in conjunction with the Call and the Collaboration Agreement, which together and jointly constitute the Terms and Conditions of the Selection Process.

5) A Host selected by the Governing Board is understood to be aware of its responsibilities and must comply with the Terms and Conditions and the Collaboration Agreement. Failure to comply with the Terms and Conditions and/or the Collaboration Agreement shall lead to the suspension or revocation, without prior notice, of the right to host an ESOF conference, and EuroScience reserves the right, among other courses of action, to recover in full or in part the expenses incurred by EuroScience.

3. ESOF

1) ESOF is a cross-cutting transdisciplinary science forum that offers an independent arena for open and critical dialogue and discussion on science, scientific practice and the impact of science on society. ESOF brings together scientists, policymakers and other stakeholders in science and technology, including the general public, to create an inspirational melting pot capable of generating new ideas and actions for the future of science in, with and for society.

2) To reflect the richness and diversity of the scientific landscape in Europe, ESOF is organised every two years in a different European city. The ESOF conference allows the Host to showcase local scientific achievements on an international level, raise the profile of local scientific institutions and provide the possibility for exchange and mutual learning.

4. The Selection Process

1) The Selection Process is organised by EuroScience.

2) The documentation of the Selection Process contains the following supporting elements:

   i. The Call
   ii. The First-Round Application Questionnaire
   iii. The Legal Terms and Conditions
   iv. The ESOF Toolkit
   v. The standard template of the Collaboration Agreement.

3) The Selection Process consists of two (2) application rounds, which are further described in Sections 6, 7, 8, 9 and 10 respectively of the Legal Terms and Conditions.

4) The final decision on selection of an ESOF Host shall be taken by the Governing
Board of EuroScience

5) The vote of the Governing Board on a Host is final and EuroScience will not enter into any correspondence concerning the Selection Process with regard to, among other elements, the selection of the Host, any delays in the selection or Selection Process, the announcement of the results or any decisions with respect to eligibility or disqualification.

6) EuroScience reserves the right to request additional information from any Candidate throughout the entire application and Selection Process.

5. Candidates

1) Any legal entity connected to science and incorporated in a Member State of the Council of Europe is eligible to submit a First-Round Application in response to the Call. Eligible legal entities may include, but are not limited to, public or private universities, public or private research institutions, research infrastructures, foundations or associations that promote science.

2) Public administrations as well as public or private funding agencies are not eligible.

3) EuroScience shall take the final decision regarding the eligibility of a Candidate.

4) By submitting a First-Round Application in response to the Call, a Candidate recognises full acceptance of the present Terms and Conditions and acknowledges being bound by the Terms and Conditions for the entire Selection Process, as well as for the entire period of preparation, organisation and delivery of an ESOF conference should the Candidate be selected as ESOF Host.

5) Candidates are liable for the information provided throughout the First-Round Application and Second-Round Application of the Selection Process. All information provided should be true, accurate and complete.

6) Candidates are committed to organising ESOF on the basis of the affirmations and proposals made and described in their respective applications.

7) By submitting a First-Round Application to the Call, a Candidate acknowledges and commits, in the event of selection as ESOF Host, to the following:

   i. to closely cooperate with EuroScience in good faith at any stage of the period of preparation, organisation and delivery of ESOF, was well as during the ESOF conference and in the period following the conference;

   ii. to enter into a binding Collaboration Agreement with EuroScience within twenty-one (21) working days following the announcement of the selection of the Candidate as ESOF Host;

   iii. to prepare ESOF actively as set out in the Second-Round Application document and agreed upon in the Collaboration Agreement.
6. First-Round Application

1) A Candidate applying in response to the Call is invited to take into account the content of the ESOF Toolkit during the preparation of the First-Round Application. A Candidate shall submit the First-Round Application by (i) completing the First-Round Application Questionnaire and (ii) signing the present Terms and Conditions prior to the deadline for First-Round Application indicated in the Call. First-Round Applications received after the deadline will not be considered.

2) The First-Round Application and all complementary information must be provided entirely in English. No First-Round Applications received in any other languages will be accepted. The complete First-Round Application, the annexes thereto and the signed Terms and Conditions shall be sent by e-mail to esof@euroscience.org in both PDF and an editable format with the subject and file names “1. Application ESOF [Year] [Applicants Name and City]”

3) Original documents and hard copies may be requested later in the Selection Process.

4) Each First-Round Application submitted shall include an application fee of five hundred (500) euros (EUR), to be paid by the Candidate prior to the deadline for First-Round Application. The Payment shall be made to the bank account specified in the First-Round Application Questionnaire. Applications for which the payment of the Application Fee has not been received prior to the deadline will not be considered.

7. Short-Listed Candidates

1) First-Round Applications fulfilling the eligibility criteria mentioned in the Call shall be examined by the Selection Committee, whose members are chosen and convened by EuroScience. Following examination of the First-Round Applications, up to five (5) Candidates shall be short-listed by the Selection Committee and invited to present a Second-Round Application. The Short-Listed Candidates will be notified by EuroScience via e-mail on the date indicated in the Call.

2) The Short-Listed Candidates will receive recommendations from the Selection Committee to improve their offers in view of a Second-Round Application.

3) The Short-Listed Candidates will be invited to submit a Second-Round Application providing additional details and possible improvements.

8. Second-Round Application

1) Short-listed Candidates shall be invited to submit their Second-Round Application prior to the deadline for Second-Round Application indicated in the Call. Second-Round Applications received after the deadline will not be considered.

2) The Second-Round Application and all complementary information must be provided entirely in English. No Second-Round Applications received in any other languages will be accepted. The complete Second-Round Application and the
9. Meeting of the Selection Committee and Governing Board Decision

1) The Selection Committee will meet physically (to the extent that a physical meeting is possible), following the deadline for Second-Round Application. The objective of the meeting of the Selection Committee is to prepare the final recommendation to the Governing Board.

2) Short-Listed Candidates shall be invited to the meeting of the Selection Committee to present their Second-Round Application to the Selection Committee.

3) Following the meeting, the Selection Committee shall provide a recommendation to the EuroScience Governing Board.

4) The Governing Board shall decide on the selection of the ESOF Host. The decision will take into account the recommendation of the Selection Committee.

10. Official Announcement of the Host and Handover Ceremony

1) The Candidate selected by the Governing Board must accept its selection within seven (7) working days in order to become ESOF Host. Following acceptance, the selection of the Host will be announced publicly.

2) In the event of a selected ESOF Host not accepting the selection, the Governing Board shall meet again within seven (7) working days either in a physical or online meeting to take a decision on selection of a new ESOF Host from among the remaining Short-Listed Candidates.

3) Should a Candidate not accept its selection as ESOF Host, the Candidate declining selection shall pay an indemnity to EuroScience of one hundred thousand (100 000) euros (EUR).

4) By accepting the selection, the Candidate becomes ESOF Host and commits to perform its obligations under the Terms and Conditions, the affirmations and proposals made and described in the Second-Round Application and the Collaboration Agreement.

5) A handover ceremony from the ESOF Host of the current edition to the ESOF Host of the following edition shall take place on the final day of the current ESOF conference.
11. Collaboration Agreement

1) As per Section 5.7 (ii) of the Terms and Conditions, the selected ESOF Host commits to entering into a binding Collaboration Agreement with EuroScience within twenty-one (21) working days following the announcement of the selection or immediately prior to the handover ceremony on the final day of the current ESOF conference, whichever is sooner.

2) The Collaboration Agreement aims at (i) planning and preparing the activities run by the Host during the period of preparation, organisation and delivery according to the affirmations and proposals described in the Second-Round Application and (ii) organising the relationship and collaboration between the Host and EuroScience.

12. Disqualification from the Selection Process

1) Any Candidate or Short-Listed Candidate shall be automatically and immediately disqualified from the selection process if:
   i. the First-Round Application or the Second-Round Application is not duly submitted or if required documents are missing;
   ii. the information contained in the First-Round or Second-Round Application documents is false or misleading;
   iii. the Candidate or Short-Listed Candidate fails to comply with its commitments and obligations under the Terms and Conditions;
   iv. the Candidate or Short-Listed Candidate contacts or attempts to contact, bribes or attempts to bribe, directly or indirectly, any member of the Selection Committee or member of the Governing Board, during the period between the publication of the Call and the public announcement of the selected ESOF Host;
   v. the Candidate or Short-Listed Candidate is in breach of any provision of the Terms and Conditions.

2) In the event of disqualification, the disqualified Candidate or Short-Listed Candidate shall be liable to EuroScience for any loss, damages or expenses (whether direct or indirect) caused by the occurrence of any event including but not limited to the events of the disqualification. Further:
   i. Application fees will not be refunded.
   ii. The disqualified Candidate or Short-Listed Candidate shall agree to indemnify and hold EuroScience harmless against any loss, damage or expenses with respect to third-party claims of any kind arising in connection with the above-mentioned events.
13. Suspension and Revocation of ESOF

1) EuroScience may suspend or revoke the selection granted to the ESOF Host and all privileges and benefits connected to the selection as ESOF Host if:
   
i. Following investigation, it is determined that the Host has obtained selection as ESOF Host by fraud or deception, including any unfair practices or criminal offences under French law.
   
ii. The Host knowingly reports fraudulent or erroneous data.
   
iii. The Host uses ESOF in any manner that brings disrepute to EuroScience.
   
iv. The Host fails to comply with or is in breach of any provision of the Terms and Conditions and, in particular, with the commitments, obligations and financial contributions included in the framework of the Collaboration Agreement.

2) In the event of suspension or revocation of ESOF, the Host agrees to indemnify and hold EuroScience harmless against any loss, damages or expenses (whether direct or indirect) caused by the suspension or revocation, or by the occurrence of any event including but not limited to the above-mentioned events.


During the Selection Process, Candidates must make clear in all external communication and promotional material that they are only Candidates for ESOF Host. Once the ESOF Host has been selected, only the Host can publicly refer to itself as the ESOF Host. Any violation of these standards, in particular in the case of Candidates using ambiguous or misleading language that might imply that they have already been selected as ESOF Host, shall be considered as a breach of the Terms and Conditions. In the event of such a breach, EuroScience shall have the right to disqualify the Candidate from the Selection Process in accordance with the conditions put forth in Section 12.

15. Use of Images and Information

1) In its First-Round and/or Second-Round Applications, a Candidate or Short-Listed Candidate confirms (i) that it is the author of the application document and has not copied the content elsewhere, (ii) that the Candidate’s application documents do not infringe upon any third-party rights (including intellectual property and privacy rights) and (iii) that the information provided is true and accurate. In the event of any breach of third-party intellectual property or other proprietary rights, the Candidate shall indemnify and hold EuroScience harmless against any loss, damages or expenses (whether direct or indirect) and any third-party (legal) claims related to such breach.

2) EuroScience may also, if considered necessary, and at its sole discretion, reject, edit, remove or disable access to information provided in an Application that appears to be legally or otherwise problematic. This includes but is not limited to
infringement of copyright or other intellectual property or privacy rights of others, defamatory remarks, or any other reason deemed justified by EuroScience.

16. Personal Data

1) Any data processing activities within the Selection Process, the period of preparation, organisation and delivery of an ESOF conference, during an ESOF and during the period following the ESOF conference will be carried out in accordance with currently applicable European data protection legislation.

2) Personal data collected during First-Round and Second-Round Applications will only be used by EuroScience for interacting with Candidates within the limits of the Terms and Conditions. In some cases, collected data may be processed in anonymized form. Personal data will not be disclosed to any third party without the prior written consent of the Candidate concerned.

17. Severability

If any provision in the Terms and Conditions should 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 the Terms and Conditions, and the legality, validity or enforceability of the remainder of the Terms and Conditions will not be affected.

18. Applicable Law and Jurisdiction

1) All issues, questions and disputes concerning the validity, interpretation, enforcement, performance or termination of the 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 following French law, without giving effect to any other choice of law or conflict-of-laws rules or provisions (French, foreign or international) that would cause the laws of any jurisdiction other than that of France to be applicable.

2) All disputes concerning the validity, interpretation, enforcement, performance and termination of the Terms and Conditions shall be submitted to the exclusive jurisdiction of the courts in Strasbourg.

I hereby accept the legal terms and conditions

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(Place) (Date) (Signature)