Guidelines regarding the Open Call for European Artists regarding the CITIES FUND FOR CULTURE, 2021: Visions for Culture in a Sustainable Future

1. GENERAL PROVISIONS REGARDING THE ORGANIZATION OF THE OPEN CALL FOR ARTISTIC VISIONS

1.1 The CITIES FUND FOR CULTURE is created by an annual contribution from members of the Culture Next Network. The 2021 pilot, Visions for Culture in a Sustainable Future, connects ten European cities, represented by ten different legal entities – Cluj Cultural Centre (Cluj-Napoca, Romania), Aveiro City Council (Aveiro, PT), Urban Scale Interventions, (Belfast, IE), Theatro Circo (Braga, PT), Teatro Municipal de Faro (Faro, PT), Leeds (UK), Arcadia (LF2018-2028, Leeuwarden, NL), 30CC Cultural Center (Leuven, BE), Municipality of Oulu (Oulu, FI), Dimotiki Anonimi Etaireia Politistikis Proteyoysas Eleusinas - ELEUSIS 2021 (Eleusis, GR)

1.2 The aim of the initiative is to enable agile transnational cultural cooperation leading to cultural and social innovation and to establish new, bottom-up European financial mechanisms for funding culture, looking at the power of city-level cooperation.

1.3 The present Open Call for European Artists is centrally managed by the Culture Next Network Secretariat, represented by the Cluj Cultural Centre, with its headquarters in Cluj-Napoca, Bld. 21 December 1989, no. 58, room 20, registered in the Register of Associations and Foundations no. 166/2010, fiscal registration code 27626490, having the account RO11 BTRL 0130 1205 3311 69XX, opened at Banca Transilvania, legally represented by Stefan Teișanu, having the function of Executive Director.

1.4 The Open Call for European Artists is carried out in accordance with the provisions of this Regulation, of the Adjacent Policies (for example, the Policy on the processing of personal data), of the incident legislation and of the principles of transparency and equal treatment that promote the achievement of the project objectives.

1.5 This Regulation presents the method of application and participation in the open call for applications, the details regarding the organizing of the process, the calendar of the entire application and implementation process and other relevant information for the persons interested in this program.

1.6 Participation in the Open Call for European Artists is subject to the prior acceptance of this Regulation.

1.7 The Regulation is considered to be accepted by ticking the “I accept the programme Regulation” section, after having read the whole Document, before submitting the Application on the Platform, in order to participate in the Open Call for European Artists.
2. DEFINING TERMS AND CONDITIONS

2.1 The following terms used in this document will have the following meaning (unless they are clearly used in another sense):

The Culture Next Network: European cities, current or former candidates to the European Capital of Culture title: Aveiro, Braga, Faro, Funchal, Leiria, Oeiras (Portugal), Belfast (Northern Ireland), Chemnitz (Germany), Clermont – Ferrand (France), Cluj-Napoca (Romania), Daugavpils (Latvia), Debrecen (Hungary), Dornbirn (Austria), Dublin (Ireland), Eleusis (Greece), Gdański (Poland), Leeds (UK), Leeuwarden (The Netherlands), Leuven (Belgium), Neringa, Plungė (Lithuania), Nitra, Trenčín, Žilina (Slovakia), Oulu, Savonlinna (Finland).

The Fund: CITIES FUND FOR CULTURE, a financial mechanism created by an annual contribution from participating cities. The 2021 pilot is launched with the participation of 10 cities committed to offer a contribution of 2000 euro for funding artistic projects selected by the Selection Committee based on the sets of criteria established and described in this Regulation.

Open Call for European Artists: a selection process organized by the 10 founding cities in order to find seven European artists to be invited as Participants in the programme.

The Secretariat: Cluj Cultural Centre (Romania) a city-wide organization that mobilises culture in partnership with other sectors for social transformation and urban development.

Applicant: represents the individual who fills in and submits the application for participation in the Open Call for European Artists through the Web Platform;

Participant: represents the individual whose application has been selected and will be able to participate in the Facilitated Matchmaking Process, with the aim of meeting the other six Participants and analyse possibilities of working together, before making a decision regarding the final artwork they want to create individually or co-create together.

Facilitated Matchmaking Process: a series on online meeting facilitated by the Secretariat of the Network and the Fund with the purpose to encourage Participants exchange opinions, form collaborations and create a peer network for artists through the platform of the call.

Selection Committee – includes a group of specialized individuals or experts in the areas of interest of the Program, designated by the Organizer and Co-organizers to evaluate the Participants. The Committee is formed of one representative from each Culture Next city committed to the Fund.

Application – the form available on the Platform which must be fully completed by the Applicant in order to enter the selection process for participation in the Open Call for European Artists;
Platform: the web platform available at https://culturenext.eu/. It is operated by the Secretariat, and it contains the applications for participants and all the updated versions of the various policies or regulations under which the Open Call for European Artists is being conducted. Regulation – this Policy, regarding the general terms of the Open Call for European Artists.

3. SELECTION PROCESS

3.1 The Selection Committee will make the final selection of the Participants based on the following criteria:

- Quality of the proposed vision (innovation, complexity, coherence);
- Potential of approach of the Culture - Sustainability relation to offer a new take on the topic;
- Potential of the Participant artistic practice(s) to illustrate the proposed vision;
- Applicants’ expertise based on their biographies and portfolios;
- Diversity of the group of Participants, in terms of geographical distribution, gender and age balance, and forms of artistic expressions.

4. PARTICIPANTS ELIGIBLE TO APPLY TO THE PRESENT OPEN CALL FOR ARTISTIC VISIONS

4.1 Participation is open to anyone, without restrictions of residence, artistic training / experience, sex, age, ethnicity, etc.

4.2 Participation can be either individual or in a group / team consisting of more than 1 member.

4.3 Citizens of the European Union and the United Kingdom, but not exclusively.

5. CALENDAR

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>November 25th, 2021</td>
<td>Launching the Cities Fund for Culture</td>
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<tr>
<td>February 25, 2022</td>
<td>Applications deadline</td>
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6. FINANCIAL CONDITIONS

6.1 The fees and production budgets: the grants awarded will be up to 2000 Euro gross/Participant

6.2 If an applicant is accepted into the program, he or she is aware of the fact that the opportunity and the grant provided must be used in an appropriate and responsible manner.

6.3 In case of not complying with the guidelines of the Program, or in case of (but not limited to) fraud, fraudulent manoeuvres, false in statements, misuse, deception, the selected participants will have to reimburse the costs that the Secretariat covered regarding their work or activity.

6.4 Details regarding the present section, namely “Financial Conditions”, will be further developed. The Secretariat reserves the right to disclose relevant information about the financial section to all the Applicants/Participants in the shortest time possible, by updating the present document and notifying all Applicants/Participants via e-mail.

7. THE SELECTION PROCESS OF PARTICIPANTS IN THE PROGRAM

7.1 Application procedure
7.1.1 The applicants will submit their proposals exclusively on the online Platform, at the following web address: www.culturenext.eu/form. The application will be considered valid only if the following steps have been completed:
• Filling out the application form available within the www.culturenext.eu Platform during the application period announced on the site or in this Regulation;
• Acceptance of the Terms and Conditions of the Platform, the Policy for the Processing of Personal Data, the Policy regarding the use of the Cookie modules, as well as the Program Regulation by ticking the checkboxes within the Platform, after reading them in full;
After the application has been received by the Secretariat, a validation message (‘Thank you for your message. It has been sent.’) will be automatically displayed on the website to all applicants that have submitted a valid application.

7.2 Selection procedure

7.2.1 The selection will be realized based on the applications registered within the Platform. The Selection Committee will evaluate their eligibility, using the following criteria:
● Quality of the proposed vision (innovation, complexity, coherence);
● Potential of approach of the Culture - Sustainability relation to offer a new take on the topic;
● Potential of the Participant artistic practice(s) to illustrate the proposed vision;
● Applicants’ expertise based on their biographies and portfolios;
● Diversity of the group of Participants, in terms of geographical distribution, gender and age balance, and forms of artistic expressions.

7.2.2 The results of the selection are final and they cannot be contested.

7.2.3 The Selection Committee is formed of one representative from each participating city. The Selection Committee selects the proposals submitted to the Open Call within the given deadline and will take part in the monitoring and evaluation activities of the implemented collaborative actions.

7.2.4 The evaluation of the jury will be reflected in a score given to each participant according to the fulfilment of the criteria set out at article 7.2.1.
7.2.5 All applicants will be notified personally via email of the selection results. Also, the final result of the selection will be published on the website of the Open Call for European Artists – www.culturenext.eu

7.2.6 The Selection Committee will select a maximum of 7 Participants. If, among the Selected Applicants, there are persons who do not confirm their participation in the 3 days since they have been notified about the acceptance of their application, the following Applicants in the ranking will be declared selected and invited to participate, within the limit of the places released.

7.2.7. Selected participants are obliged to confirm to the Secretariat in writing, by e-mail, within a maximum of 3 days since their selection has been communicated, their firm intention to enter the Facilitated Matchmaking Process, otherwise they are subject to exclusion.

7.2.8 Upon confirmation, the selected applicants will sign a participation agreement with the Secretariat, through which the parties will express their commitments within the Open Call for European Artists. Furthermore, in the participation agreement, the parties will set out all the details that shall govern their collaboration within the Visions for Culture in a Sustainable Future.

7.3 Implementation of the program

7.3.1 General aspects
Showcase of the artworks will be hosted on the www.culturenext.eu platform.
7.3.2 The Organizers has the right to disqualify any selected participant if it is proven beyond reasonable doubt that the information provided during the Open Call for European Artists is incorrect, partially incorrect or even false, and / or that he/she has violated this Regulation and / or the applicable law and / or if it has shown immoral behaviour.
7.3.3 If a Participant declared selected is disqualified, the next Participant according to the ranking made by the Selection Committee will be selected and taken into the Visions for Culture in a Sustainable Future.

8. THE RIGHTS AND OBLIGATIONS OF THE ORGANIZERS

8.1 Rights of the Organizer
8.1.1 To organize the Open Call for European Artists and the subsequent phases of the Visions for Culture in a Sustainable Future Pilot in accordance with this Regulation;
8.1.2 To modify the present Regulation, with the consequence of notifying the interested persons in the modalities and the deadlines provided in this document;
8.1.3 To name the Selection Committee for the selection of the Participants in the Visions for Culture in a Sustainable Future Pilot;
8.1.4 To request additional details / clarifications regarding the Participants in order to verify the veracity of the information provided by them;
8.1.5 To invalidate the Applications that do not comply with the rules and conditions presented in the Regulation;
8.1.6 To exclude from the Visions for Culture in a Sustainable Future Pilot any Participant, at any time during the process, if it has been proven that:
   • He/she provided incorrect or inaccurate information during the application, the Facilitated Matchmaking Process and the Showcase, considering all the phases of the program;
   • He/she violated the present Regulation or any applicable law;
   • He/she has or had inappropriate or immoral conduct towards any other persons involved in the Visions for Culture in a Sustainable Future Pilot.
8.2 Obligations of the Secretariat
8.2.1 To provide the Participants with all the information necessary for the coherent development and implementation of the Visions for Culture in a Sustainable Future Pilot;
8.2.2 Not to use the information obtained from the selection of the Participants or any other information obtained during the Program for purposes other than those mentioned in this Regulation and in the GDPR Policy.

9. PARTICIPANT’S RIGHTS AND OBLIGATIONS

9.1 Participants’ rights:
9.1.1 To benefit from all the resources and information provided by the Organizer and / or its partners within the Visions for Culture in a Sustainable Future Pilot;
9.1.2 To develop their artistic projects in the way that it considers most appropriate, but which respects good morals and good faith.
9.2 Participants’ obligations:
9.2.1 To comply with these Regulations, as well as any other Policies or Additional Acts that may appear during the Visions for Culture in a Sustainable Future Pilot;
9.2.2 To participate in the activities which they have chosen / to which they were assigned;
9.2.3 To adopt a decent and respectful conduct regarding other Participants, members of the Jury, as well as the members of the organizing team.
9.2.4 To present to the Secretariat, at the latter’s request, any materials relevant for the Open Call for European Artists and for the implementation of the assumed tasks within the project;
9.2.5 To comply with any other duties that they have assumed to the Visions for Culture in a Sustainable Future Pilot, whether this is reflected in the Regulation or other Policies or Additional Acts regarding the Visions for Culture in a Sustainable Future Pilot.
9.2.6 To assume their involvement within the Visions for Culture in a Sustainable Future Pilot and to commit to the purposes of the project.

10. CONFIDENTIALITY. INTELLECTUAL PROPERTY RIGHTS

10.1 By completing and submitting the Application for participation in the Visions for Culture in a Sustainable Future Pilot, the Applicants and the Participants grant the Secretariat (free of charge, irrevocably, for an unlimited term and applicable in any territory) the right to use the data provided within the Open Call for European Artists and / or Facilitated Matchmaking Process: promoting the Visions for Culture in a Sustainable Future Pilot / or promoting the Culture Next Fund and / or Culture Next Network / or other events that will be held;
10.2 The Applicant is solely responsible for the accuracy and the rightness of the data provided through the online form for the Open Call for European Artists. By submitting the form, he or she is aware of the fact that if the data provided is forged or false, he / she will suffer the legal consequences to all their extent.
10.3 Data provided in the Open Call for European Artists include information related to artistic creation, images and videos of the Participants or their representatives and the name, e-mail, phone number of the Participants and / or their proposals;
10.4 The Organizer may also make public the list of Participants selected to be part of the project, and the content of their application, with respect to the personal data provided in the forms (See the GDPR Policy); to use the name and image of the Participants. These rights will be exercised by the Organizer and its partners in good faith and within reasonable limits, in compliance with the legal provisions applicable in this matter.
10.7 By completing and submitting the Application, as well as by participating in the Visions for Culture in a Sustainable Future Pilot, the Participants understand and accept that any ideas, comments or suggestions included in the application form are not confidential information.
10.8 Under no circumstances may the Secretariat be held liable if the information contained in the Participant’s Application for the Open Call for European Artists or in the Facilitated Matchmaking Process is used by a third party, including for the purpose of developing similar businesses.

11. PERSONAL DATA

11.1 By submitting the Application for participation in the Open Call for European Artists for Visions for Culture in a Sustainable Future Pilot, the Applicants grant the Secretariat a series of personal data, such as: name, first name, role / function, expertise, contact details (such as: e-mail address, phone number).
11.2 The Secretariat is entitled to process this data for the purpose of evaluating the Applications and for any other purposes related to the implementation of the Visions for Culture in a
Sustainable Future Pilot. The data will be stored in compliance with the legal provisions, for the entire duration of the Visions for Culture in a Sustainable Future Pilot, the data will be deleted or returned to the Applicants, according to their request.

11.3 Some personal data may be disclosed to the members of the jury as well as to other persons from the organizing team of the Visions for Culture in a Sustainable Future Pilot or, as the case may be, to the Secretariat’s partners, being given that those type data are necessary for the conduct of the Visions for Culture in a Sustainable Future Pilot. The persons who will have access to such data also have the contractual obligation to keep their secret and not to disclose it to any other third party.

11.4 The Secretariat shall respect the rights of the data subjects in the activity of processing personal data, in accordance with the legal obligations in this regard.

11.5. The Secretariat and its partners will publish the names and results of the successful applicants in various publications, such as on their websites, newsletters and in annual reports. I hereby consent to give the organisers the rights to publicly present the resulting artworks in events and publications.

11.6 This section is supplemented by the legal provisions in the field of data processing, as well as with the Policy on the Processing of Personal Data – GDPR

12. LIMITATION OF LIABILITY

12.1 The participants understand and accept that they participate in the Visions for Culture in a Sustainable Future Pilot on their own responsibility. The Secretariat and its partners are not responsible for the Participants’ decision to participate in the Visions for Culture in a Sustainable Future Pilot nor for the possible consequences of such participation (nor for damages, personal injury or death that may occur as a result of participating in the Visions for Culture in a Sustainable Future Pilot). The Secretariat will not oblige any of the Participants to do anything particular, in consequence, all the actions that the Participants will perform are at their own risk and the consequences of their actions will be supported only by them, as the Secretariat has no control over their decisions and actions.

12.2 The Secretariat and its partners are not accountable for any situation which is caused by unrealized benefit of the Participants, loss of profits, clients and other such situations.

13. AMENDMENT OF THE PROGRAM REGULATIONS. CANCELLATION OF THE PROGRAM

13.1 The modification of the Visions for Culture in a Sustainable Future Pilot Regulations will be carried out only under exceptional conditions, and the Secretariat will inform the Applicants / Participants of the changes before the changes take effect, in the terms stated in this document. Any modification of this Regulation will be published on the Platform.

13.2 In the case that there will be delays in the logistics of the Facilitated Matchmaking Process and Development Process of the proposals of the Participants within the Visions for Culture in a Sustainable Future Pilot, delays caused by external factors and which cannot be controlled by the Secretariat, the latter will not be held liable in the case that the timing of the event or certain parts of this Regulation will be modified. The term external factors means any event or situation over
which the Secretariat could not control or could not foresee. The modification of the Regulations or the schedule of the Visions for Culture in a Sustainable Future Pilot will operate in the manner presented in this document.

13.3 The Secretariat reserves the right to cancel the Visions for Culture in a Sustainable Future Pilot for good reasons, and in such a situation to notify the Applicants / Participants within a reasonable time, according to the reason for the cancellation. In the case that the Visions for Culture in a Sustainable Future Pilot is cancelled, the Secretariat will not be obliged to pay the Applicants and / or the Participants any compensation for any reason and in any situation, if the reasons for cancelling the Visions for Culture in a Sustainable Future Pilot are well founded.

14. APPLICABLE LAW AND COMPETENT COURT

14.1 This document is written in English and will be interpreted according to the meaning of its terms in accordance with the Romanian applicable legal provisions.

14.2 This document is governed by the incidental Romanian legislation. Any dispute arising from the Visions for Culture in a Sustainable Future Pilot’s performance will be resolved either by requests addressed to the competent courts, or by the arbitration of the Arbitration Court of the Cluj Chamber of Commerce and Industry in accordance with the Arbitration Rules of the Court, the latter’s decision being mandatory for the parties.

15. OTHER PROVISIONS

15.1 For any clarity regarding the content and interpretation of this Regulation, please contact the Secretariat, using the email address: hello@culturenext.eu.