

# DIGITAL SPRING 2021 – ENTRY REGULATIONS

## DIGITAL PROJECTS COMPETITION

Ref. 2021-VB-DS-PROJECTS COMPETITION

### 1. THE FESTIVAL

The Digital Spring is an event organised by visit.brussels, Brussels' tourism agency, on the initiative of the Government of the Brussels-Capital Region.

It is a **free festival** that raises awareness of technology. The festival will take place from **Friday 15 to Sunday 17 October 2021** at Brussels Expo (Hall 11). The aim of this festival is to welcome primarily school audiences on Friday and the general public on Saturday & Sunday. This festival wishes to attract a minimum of 25,000 people over 3 days.

The Digital Spring aims to bring together, in one place, many initiatives aimed at promoting technology to young people and the general public as a whole, for 3 days in Brussels.

The festival wishes to host many varied activities such as animations, conferences, visits, shows, exhibitions, workshops, open labs, debates, round tables, etc.

The festival's public is mainly family audiences.

### 2. AIM AND APPLICABLE REGULATIONS

The purpose of the Regulations is to define the conditions for taking part in the competition, the process and the projects that will be submitted to the Jury. This procedure will lead to the selection of one or more Laureates by the Jury and will be followed by a negotiated procedure with these Laureate(s).

The applicable legal provisions include the following:

- The Law of 17 June 2016 on public procurement contracts, more specifically Article 92;
- The Royal Decree of 18 April 2017 on the awarding of public procurement contracts in the traditional sectors; more specifically chapter 4 entitled “competition” (articles 117 and following)

### 3. DEFINITIONS

The following terms used in these Regulations are defined as follows:

- **Organiser**  
The non-profit association visit.brussels, whose registered office is located at 1000 Brussels, Rue Royale 2-4, listed in the CBE register under number 0600.885.207.

- **Candidate or candidate team**  
The natural or legal person or group of natural or legal persons that have legitimately submitted an admissible application and been chosen by the Organiser in compliance with the conditions set out in the Regulations.
  
- **Jury**  
The Jury is an independent body responsible for selection in this competition. It has the power to issue opinions. It is comprised of at least 5 people who are actively involved in the world of events.
  
- **Laureate**  
The candidate whose project is selected by the Organiser and with whom the Organiser could conclude a public services small amount contract in accordance with Article 92 of the Public Procurement Act.  
The Laureate chosen (successful tenderer) will sign an agreement with the Organiser (contracting authority) defining the financial conditions and any other form of collaboration.
  
- **Project**  
Proposals submitted by candidates to the Jury may consist of an animation, a show, a demonstration, an exhibition, a game, a participative workshop, etc. There is no particular theme to be followed but the Project must fall within the framework and technologies popularised for a family audience.  
The project may consist of content for face-to-face or hybrid (online + on-site).

## 4. LOCATION OF THE FESTIVAL

The Digital Spring will take place in the Hall 11 of Brussels Expo. The spaces will be defined according to the selected projects; spaces can range from 3x3m to 6x3m (other spaces to be defined if necessary).

The Organiser is responsible for assigning the location in which the project will take place, but the candidate can give a preference regarding the location that they would like to occupy : stand or stage.

## 5. CANDIDATURE – ADMISSIBILITY

### a. Admissibility conditions

Any natural or legal person will be considered admissible if they meet the following conditions:

- They are legally capable
- They are an adult
- They speak French, Dutch or English

Participation in the competition is free of charge.

The same applicant or company can propose several projects.

**b. Applications to be submitted (ref. Application form)**

*i. Administrative section*

Applications may be submitted in the three languages accepted under this call for projects French, Dutch or English.

*ii. Budget section*

The budget submitted for the project must include:

- Personnel costs;
- Transportation costs for the equipment and team
- The logistics for which the tenderer is responsible (please describe as accurately as possible in the application)

If the Laureate's project is the subject of a service contract, visit.brussels undertakes, a priori and under certain conditions, to bear the following additional costs :

- Costs relating to the technical specifications (to be discussed depending on the proposed project),
- The provision of lifting equipment for assembly and dismantling (and the personnel authorised to handle this equipment);
- Security during the dismantling/assembly period and during the festival, depending on the project type;
- Copyrights (SABAM, SACD),
- Electricity consumption and possible water consumption,
- Any equipment loan (such as tents, tables, chairs, subject to availability)

This assumption of responsibility shall be agreed in an agreement between the Parties. The budget announced by the Applicant must remain consistent with the total budget that visit.brussels has for programming.

Accommodation costs will not be covered for Belgian companies.

For companies based outside Belgium and if the Laureate's project is the subject of a service contract, visit. brussels undertakes, a priori and under certain conditions, to bear the following additional costs:

- Accommodation for the teams for the duration of the assembly, operation during the festival and the dismantling period (in principle, maximum 2 nights; any request for additional nights may be the subject of negotiation with the contracting authority when awarding the services contract);

This assumption of responsibility shall be agreed in an agreement between the Parties.

**c. Procedures for submitting the application**

Applications must be submitted by **Saturday 31 July 2021 at 12pm** at the latest:

- Electronically, via the attached form, at the following address : [info@printempsnumerique.brussels](mailto:info@printempsnumerique.brussels) with the subject line “Digital Spring 20 – Call for projects – Name of your project”.
- Either electronically via the "e-tendering" platform via the website <https://eten.publicprocurement.be/etendering/>.

Any additional information can be sent by post to the address:

visit.brussels - Events Department  
Competitions for Digital projects “Digital Spring”  
Rue Royale 2-4  
1000 Brussels  
Belgium

Once the applications have been received and analysed, the Organiser will inform the candidate whether or not their Project is admissible.

## 6. PROVISIONAL TIMETABLE

<b>Actions</b>	<b>Provisional date</b>
Submission of applications	Deadline: Saturday 31/07/2021 at 12pm
Acknowledgement of receipt of the application	Within 5 days after of the applications
Jury’s opinion	August
Awarding of the public services contracts with each of the laureates	31 August 2021
Assembly of the works	14/10/2021 (or earlier if prior agreement of visit.brussels)
Dismantling of the works	Le 17/10/2021 (or later if prior agreement of visit.brussels)

## 7.AWARDING

Criteria	Evaluation criteria	Weighting
Quality of the project	Each project will be evaluated by the Jury on its overall quality (aesthetic, presentation evident throughout the application, suitability of the project with the type of audience at the event)	50
Technical feasibility	The feasibility of the technical aspects of the project will also be considered.	30
Co-existence with other activities	Since the Festival area is restricted, the Jury will also consider how certain project types can co-exist alongside each other (intimate, noisy, etc.)	20

The Festival has a defined amount of 60.000€ excluding VAT for all the laureates.

The total area of the festival is 1000sq meters.

### **b. Designation of the laureates**

The Jury prepares a report signed by its members and stating the ranking of the admissible projects, with the decision based on the merits of each project, their observations and any points requiring clarification.

Where necessary, participants may be asked to answer the comments and questions set out in this report, in order to clarify a certain aspect of a project. A full report of the discussion between the Jury members and the participants is also prepared.

Based on the Jury's opinion, the Organiser will analyse the projects submitted in this project competition and will designate the laureates.

The Organiser does not award a prize or compensation to the candidates or laureates. The selected candidates will be awarded a public services contract for the implementation of their winning project in this project competition.

These laureates will then be contacted by the Organiser, who will conclude a public services contract with them via a public services small amount contract. In this context, an agreement will be established between the Laureate (successful tenderer) and the Organiser (contracting authority).

If the Digital Spring is cancelled for a reason beyond the Organiser's control, the Laureate may not claim any compensation from the Organiser for any reason whatsoever.

### **c. Unsuccessful candidates**

No compensation will be given to candidates that are not selected. They will be welcome to try their luck in the next project competition the following year.

## **8. OBLIGATIONS OF THE LAUREATE**

During the implementation phase of the public services contract, the Laureate(s) will be able to move away from the Project that was the subject of the Organiser's decision, following negotiations and the express, written derogation of the Organiser.

The Laureate(s) agree(s) to sign and respect the public services small amount contract that results from the selection of their application. This will be in the form of an agreement that determines the rights and duties of the Laureate and Organiser for the implementation of the Project.

These Regulations and the Project as presented and accepted by the Organiser are an integral part of the agreement, so that non-compliance with either document will automatically be taken as a violation of the aforementioned agreement.

## **9. INTELLECTUAL PROPERTY**

By taking part in this project competition, candidates accept that the Organiser may distribute their name in the context of the opinion on the competition results and exhibit their project if they are awarded the services contract; no compensation will be given.

The Laureate undertakes to transfer to the Organiser part of their intellectual rights to the work carried out while executing the services contract, i.e. -the right to (re)produce or have a third party reproduce the photos, videos, etc. of their light installation, to adapt/modify them and to distribute them to the public, with no limits on the number, in full or in part, on any medium (paper, analogue, etc.) and in any format, as well as the right to digitise or have a third party digitise the images;

-the right to circulate, share, sell or have a third party sell the images, photos, videos, etc. of their light installation;

-the right to show and communicate their light installation to the public, in any location and by any process, including via the networks and/or other means of telecommunications, (ether or digital, internet, cable, analogue, digital, ADSI, satellite or 3G network) in a linear or non-linear manner.

-the right to use the designs in a secondary or derivative manner, including on any paper medium (e.g. press, posters, newspapers and books) or audio and video medium (videocassettes, DVD, CD or CD-ROM), completely free of charge.

The service provider will safeguard the Organiser against any submissions or actions which may lead to a third party laying claim to any rights during the execution of the services contract, and, in particular, in the case of a third party claiming to have rights and opposing the peaceful implementation of the rights ceded to the Organiser.

Furthermore, it is specified that, under no circumstances will the Organiser be required to pay any amount to any third party which holds (and/or exploits) a patent, licence, etc., used for the execution of the project competition, with the candidate selected, in all cases, being solely responsible for these implementation procedures even if it is only revealed indirectly that the instructions which apply to this project competition require the use of a patent, a licence, etc. for execution in accordance with the services governed by these Special Specifications.

As such, all expenses concerning patents, licenses, royalties, copyright or other various expenses are the responsibility of the candidate, who remains solely responsible for any claims.

## **10. CONTACT**

If you have any questions regarding this call for projects, please do not hesitate to contact:

AUDE LEMANS  
[info@printempsnumerique.brussels](mailto:info@printempsnumerique.brussels)  
02 548 04 69

## **ANNEXES LIST**

Annex 1      Application Form