



# European Youth Card Association Quality Standards

Approved in June 2016, in Gdansk, Poland

## Preamble

The main objective of the European Youth Card Association (EYCA) is to develop the concept and system of the European Youth Card in Europe by supporting its member organisations in the promotion and operation of their European Youth Cards in their countries and regions; so that the members can: **deliver high-quality information, benefits and opportunities** to young people and encourage them to make use of these effectively, **promote young people's citizenship and mobility** and **represent the interests of members and cardholders** within Europe.

In EYCA, this is done by supporting effecting **communication and learning** between members, facilitating good **understanding of the needs** of young people, **promoting** the European Youth Card; creating and sharing opportunities within the European structures, **influencing youth policies** for the benefit of the cardholders, and by providing and **enforcing common quality standards**.

EYCA behaves in ways that **represent the interest of all members** whilst always seeking to respect their individual identity and autonomy. EYCA's activities are **transparent** to all members. In EYCA we support **effective working relationships** between members, based on a professional approach. EYCA promotes **international cooperation**, social responsibility and environmental sustainability and the interest of young people across Europe.

## Introduction

The Quality Standards are a set of principles, quality levels and measures, decided on by the EYCA members through the General Assembly, binding for the EYCA Office, the EYCA Board members and the Members themselves. The EYCA Board is mandated to implement these Quality Standards and assure their compliance by the Members, the Board and the Office, in order for the European Youth Card Association to achieve its Mission and Vision.

The objective of these 'EYCA Quality Standards' is to create and maintain a common level of quality and operational standards for EYCA, its Members (Full and Associate) and their European Youth Cards. The 'EYCA Quality Standards' shall support EYCA in its efforts to maintain and increase benefits and discounts for cardholders, to provide timely, accurate and high quality information and services to cardholders and other stakeholders, and to maintain and increase membership of the organisation.

The 'EYCA Quality Standards' are binding for EYCA and for all Full and Associate Members of EYCA. They must also be observed and complied with by Full Sub-Licensees of a Member, just as if the Full Sub-Licensee were the Member itself. Members must ensure and are responsible for ensuring that their partners (and full sub-Licensees) in European Youth Card related activities know about, observe and respect the Quality Standards and all other relevant EYCA Regulations.

## **Table of Contents**

The 'EYCA Quality Standards' are divided into four parts:

**A. Quality Standards for Members and their European Youth Cards, Members' Tasks and Duties towards and in EYCA**

This part contains standards and rules to be observed and fulfilled by Members in their European Youth Card operations, and Members' tasks and duties in their relationship towards EYCA and towards other Members.

**B. Support mechanisms by EYCA to its Members**

This part defines and describes information and support services that EYCA provides to its Members, to assist them in their European Youth Card operations, and in the exercise of their membership in EYCA.

**C. Tasks and Duties of the EYCA Board**

This part regulates the quality standards of the performance of the EYCA Board and their tasks and duties towards EYCA as the elected representatives.

**D. Review of Performance, Rewards and Sanctions**

This part contains regulations on the monitoring and review of Members' performance by EYCA. It also defines the options and measures to be taken by EYCA in case a Member does not observe and fulfil the EYCA Quality Standards, and rewards for well-performing Members.

## **A. Quality Standards for Members and their European Youth Cards, Members' Tasks and Duties towards and in EYCA**

The standards under this Part A of the 'EYCA Quality Standards' are complementary to the regulations of the Statutes. Where this is possible, there is a reference to the respective "basic rule" of the Statutes at the beginning of each section.

Members "run" and are in charge of their European Youth Cards, respecting and fulfilling all EYCA Regulations on European Youth Card activities valid at a time. Members shall actively promote the objectives of the European Youth Card and the objectives of EYCA.

*(Article 5 Section 1 of the EYCA Statutes).*

### **1 EYCA Members - Legal forms and operational basis for European Youth Cards**

Members of EYCA can be national or regional organisations bound to and pursuing the basic principles and aims as set forth in Article 2 of the EYCA Statutes. Per territory defined by EYCA there will be only one Member. *(Article 4 Section 1 of the EYCA Statutes)*

Membership in EYCA is not restricted to a certain legal form of Member organisation or to a specific organisational structure. Members can be associations or foundations, governments or internal or out-sourced administrative units of governments, public or private companies, national or international NGOs etc., and in consequence their operational structure can be very different.

Irrespective of their legal form and operational structure, Members shall:

- a) **operate the EUROPEAN Youth Card as a self-sufficient and independent business** or at least business unit, and Members shall always provide the means and resources to safeguard and ensure this. This is of special importance if the European Youth Card is not the only business activity of the Member, or if important partners of a Member (e.g. in Co-Branding partners) are competitors.
- b) at all times provide and **ensure a feasible and adequate operational environment**, basis and structure, and sufficient resources, to reach this purpose and to fulfil the quality and operational standards defined in these EYCA Quality Standards.
- c) Members **shall respect the limits of their territory**. Members shall at no time, directly or indirectly, have or operate any European Youth Card activities of any kind outside their territory. The only exception to this rule may be if a Member is "mandated" by separate agreement with the EYCA Board to operate European Youth Card activities in or for a so-called "White territory" – a country or territory where there is no EYCA Member organisation.

### **2 European Youth Card signs and card designs**

European Youth Card signs are defined in the European Youth Card Brand Book and include mainly the name "European Youth Card" and the "EYCA logo", as well as the former brand "EURO<26" and the "Hercules Logo". They are used by EYCA and all Members to identify European Youth Card discounts, services and activities, and to provide and safeguard recognition of cards and reciprocity of discounts between Members.

- a) **Members shall sign an individual License agreement with EYCA** based on the Standard License Agreement, and respect the rules and procedures provided therein.
- b) Members shall use and display European Youth Card signs **as regulated in the European Youth Card Brand Book** for and in all European Youth Card related activities and operations, including card designs, websites, print and electronic materials. European Youth Card signs should always be **prominently placed, clearly visible and easily identifiable**.
- c) In the designing of any European Youth Cards, Classic or others, whether issued by a Member alone, or together with a partner, or by a partner, Members and their partners shall at all times observe and respect the regulations and standards of the European Youth Card Brand Book and the License Agreement.
- d) **EYCA-members are obliged to submit front- and reverse- sides** of all card designs, Classic, Student Classic and co-branded, to the EYCA Office **for approval** prior to printing and issuing of cards, at least one month before the printing.
- e) Members must inform their partners and discount providers periodically about types and designs of European Youth Cards in circulation, and must inform them immediately about any changes or new cards.
- f) Members who offer their cardholders a “card in the mobile phone” version as an addition to the regular card, have to design the electronic version of the card according to the guidelines for card design as laid out in the European Youth Card Brand Book. If the “card in the mobile phone” is a co-branded card, the design guidelines for co-branded cards will be followed. If the “card in the mobile phone” is a Classic card, the design guidelines for the Classic card will be followed. The “card in the mobile” does not guarantee reciprocity of discounts, i.e. discount providers are not obliged to recognise the “card in the mobile” as a valid card.

### 3 Co-branding of European Youth Card signs and cards

- a) Members may **freely co-brand** European Youth Card signs (on cards and all related materials) **with their own signs**, respecting the rules and regulations laid out in the European Youth Card Brand Book.
- b) Full Members may **co-brand** European Youth Card signs with signs of partners on cards **respecting the best interest of the European Youth Card**. It is advised that the EYCA Members consult with the EYCA Office before entering into a partnership.
- c) Full Members may co-brand European Youth Card signs on cards with signs of a competitor of the European Youth Card only in exceptional cases and for important reasons and upon approval from the EYCA Board. This also applies when a Full Member owns or otherwise fully controls the competitor, or is a licensee or agent for such competitor. In case of co-branding with a competitor\*, the EYCA members **must consult** this partnership well in advance **with the EYCA Office** and **submit the draft legal contract** to the Office for review.
- d) \*A competitor is a person, legal structure or organisation operating or involved - including an agent or licensee - in another discount scheme or another card for the same target group, or parts thereof, as the European Youth Card. A competitor is also someone owned or otherwise fully controlled by a competitor.
- e) **Associate Members can only co-brand** their cards **upon an approval** by the EYCA Board. (Article 5 Section 3 of the EYCA Statutes)

- f) For any co-operation with a partner involving the co-branding of cards and signs, Members and partners must strictly follow the procedures and standards for agreements on co-branding of the License Agreement, these Quality Standards and the EYCA Statutes (Article 5 Section 4 of the EYCA Statutes) e.g. on information to EYCA, on special clauses or side-agreements to protect European Youth Card signs (e.g. to make sure that a partner does not continue using the European Youth Card signs after the termination of a co-operation), on attaching the European Youth Card Brand Book to agreements, and on submission of agreements to EYCA for approval before signing and implementing.

#### 4 Discounts and services to card-holders – Reciprocity

The objective of the European Youth Card is to answer the needs and desires of young people by offering them privileged access to information, benefits and services of any nature in areas such as education, training and exchange projects, transport, accommodation, leisure activities, culture, sports, and in other areas likely to encourage their development, their interest in participation and their geographical and intellectual mobility, to improve their daily life and to help them make informed and responsible choices. (*Article 2 Section 2 of the EYCA Statutes*)

Members shall use best efforts to provide, maintain and develop relevant and substantial discounts and services generally accessible to card holders in all areas named in Article 2 Section 3 of the EYCA Statutes, and constantly increase the quality and number of such benefits. No benefits shall be harmful or discriminative. (*Article 5 Section 5 of the EYCA Statutes*)

- a) Members shall use **best efforts to provide and develop relevant and substantial discounts** and services available for all holders of the European Youth Card, (regardless of its place of issue) throughout their territory.
- b) Members **must offer** a European Youth Card “**Classic card**” at all times. The Classic card is a card that is available for all young people, regardless of their origin or country of registration, without any restrictions as to age, group (student, etc.), partner (not co-branded), product or usage (not a railway card, bank-card, insurance-card), etc. The Classic card is the most simple discount card the EYCA Members offer. The Classic card follows a common design, as laid out in the European Youth Card Brand Book.
- c) As many discounts and services as possible shall be **exclusive for holders of the European Youth Card**, and not available also through other discount schemes or youth and/or travel cards, e.g. of a Co-branding partner.
- d) Holders of European Youth Card issued by other Members or Members’ partners, or by EYCA or its partners, shall have access and be **entitled to the same discounts** as a Member’s own cardholders, at least as the cardholders of a Member’s Classic card. There shall not be voucher or coupon restrictions, or availability only for holders of certain co-branded cards, for these discounts.
- e) **Discounts** which are **not available to “incoming”** cardholders, must be **clearly indicated** as such in all online and printed materials, including the EYCA discount database on [www.eyca.org](http://www.eyca.org).

- f) Discounts and services, at least the ones available with the Classic card, should generally be available to all European Youth Card cardholders **up to 30 years of age**. Members shall use best efforts, at least when negotiating for new discounts and services, or when prolonging existing ones, to obtain availability of discounts and services for all card holders, up to the age of 30.
- g) Members and their partners shall **not offer** or provide any **benefits**, discounts or services **which are effectively or potentially harmful, dangerous or discriminative**.
- h) Members shall **develop and constantly improve their discounts** and services in quantity and quality to continue a steady growth between the years.
- i) Members shall strive to have **at least one discount** in the following core areas: **banking, insurance, air-travel, railways, public transport, car-hire, telecom**.
- j) Members shall provide and develop discounts and services at in the following areas:
- Culture & Leisure (e.g. cinema & theatre; clubs, discos & venues; concerts, festivals & events; museums, galleries & sights; etc.)
  - Training & Courses (e.g. dance, theatre & art; business & it; driving schools; language school; etc.)
  - Health & Beauty (e.g. hair & beauty salons; opticians, dentists & medics; pharmacies; wellness & spa, etc.)
  - Sports (gym & fitness; sport centres & events; courses & rental; ski lifts & cable cars; outdoor, etc.)
  - Food & Drink (e.g. bars & pubs; cafes; fast-food; restaurants; etc.)
  - Accommodation (hotels; hostels; B&B, guesthouses, campsites; etc.)
  - Services (insurance & banks; mobile & internet; photo & copying; rental & repair; laundry & dry cleaning; etc.)
  - Shopping (books, cd & DVD, stationery; fashion; computers & cameras & gadgets; sportswear & sports equipment; cosmetics; etc.)
  - Travel & transport (buses & trains & planes; rent-a-car, bike, motorcycle; travel agencies; etc.)

## 5 Communication with cardholders

- a) Members **should be able to communicate directly with all cardholders** of European Youth Cards issued by them or one of their partners, including co-branded cards issued by a partner alone. The Members strive to have access to all cardholder data necessary for such communication. Access to and protection of such data must be regulated in any partner agreements on co-branded cards.
- b) **Response time** for answering requests and enquiries by cardholders shall **not be more than 2 to 3 working days**. If a request cannot be answered or has to be denied, at least a standard e-mail stating this shall be sent.
- c) Members are required to operate their **own European Youth Card website**; in case of regional entities running the card, there will be one website per region.
- d) Websites have to **contain and display**, easily accessible and understandable, at least **basic information** about the European Youth Card in the country/territory, a regularly updated **list**

**of all available discounts** and services, information needed **to buy and use** a European Youth Card in that territory, information on **price and age limit** and **contact details** of the Member Organisation (post, e-mail and phone). The website has to contain at least a summary article of the above-mentioned **basic information in English**.

- e) All information published on the website shall be **accurate and updated regularly**, at least once per quarter, preferably more often. Contacts will always be up-to-date.
- f) All Members' websites **must prominently display the European Youth Card signs**, at least the "Logo". The site must be clearly identifiable as a European Youth Card website and shall feature a link to the EYCA European website [www.eyca.org](http://www.eyca.org).
- g) Members shall maintain an **updated list of all discounts** and services available in their territory on their website. Alternatively, they can "embed" the EYCA discount database on their site.
- h) Members must **upload/update all their discounts** and benefits, as well as their "Card Profile" **on the [www.eyca.org](http://www.eyca.org)** website at least once per quarter, following the Discounts Upload Manual provided by the EYCA Office. A basic description of the discount in English has to be included.
- i) Members must **communicate the URL of their websites** to all cardholders, e.g. by having it printed on all Classic and co-branded cards. The address of a European Youth Card website – [www.eyca.org](http://www.eyca.org) should be promoted in as many digital and print media as possible.
- j) The members must always provide **visible contact information** – address, e-mail and phone, in all communication to the cardholders and on all digital and print materials targeted at their customers.
- k) The Members will do their best to engage in EYCA's campaigns and publish the information and materials through their communication channels, mainly the website.

## **6 Youth Projects and Youth Policy**

- a) Apart from the direct card sales activities, the Members will use their efforts to develop, organise, partner with and engage in projects aimed at young people.
- b) The EYCA Members will strive to approach and make partnerships with European institutions and their local relays, to develop the European dimension of EYCA.
- c) If possible, the EYCA Members will act as advocates of young people and use the knowledge of the youth they have collected through working with the cardholders, in contributing to the local youth policy processes such as consultations, joint projects with the local governments for young people, etc.

## **7 Environmental Commitment and Ethical Behaviour**

- a) The EYCA members pledge to adhere to EYCA's environmental policy, to promote sustainable behaviour among its staff and among young people – their cardholders, through information campaigns and their media.



- b) The EYCA members will use their best efforts to join environmental initiatives and partner with environmental organisations.
- c) The EYCA Members commit to uphold ethical and professional behaviour in all their activities with and for the European Youth Card.

## 8 Market Penetration

“Market penetration” is calculated by comparing the total number of all holders of any European Youth Card, Classic and co-branded together, issued and distributed in the territory of a Member, with the number of persons in the age group of 15 to 30 or respectively 15 to 26 year olds, at a specified time, according to available up to date reliable statistic material or – if and where such material is not available – upon harmonised estimates by EYCA and the Member.

- a) Associate Members must reach a **minimum market penetration of 1% within one full year** after the launch of the European Youth Card.
- b) **After three full years** of Full Membership, Full Members’ minimum market penetration must be at **least 3%**.
- c) Members shall use best efforts to have **continued and relevant increase** of market penetration every year afterwards.
- d) In case an Associate or Full Member does not reach the minimum market penetration defined above within the defined time frames, or if a Full Member does not reach a sufficient yearly increase by the end of a year, EYCA will contact the Member, ask for a **development plan and offer support**. EYCA may recommend the Member different courses of action and steps to be taken to rectify the situation.
- e) Upon presentation of a written development plan by the Member stating the measures to be taken, the Associate or Full Member may be given **1 (more) year to reach the minimum penetration percentage**, provided such a plan is sufficient and reasonable effort is made by the Member. Such procedure can be repeated. If the penetration rate does not reach the minimum standard even after implementing the agreed development plan, the EYCA Board may decide to offer the Member the possibility to withdraw or to exclude the Member.

## 9 Age Limit of card holders and validity of European Youth Cards

- a) The European Youth Card shall be available for all young people up to 30 years of age, for relevant reasons the EYCA Members can decide to maintain an age limit of 26.
- b) In order to unify the age limit within the Association, the Members shall strive to set the validity rules so that cards issued by them or their partners are valid up to 30 years of age.
- c) Members shall use best efforts to make the benefits, discounts and services offered by them or by their partners available for young people up to 30 years of age.
- d) In general, European Youth Cards shall have a validity of one year.
- e) Members must inform their partners and discount providers of the different age limits in EYCA Member countries, to enable the highest possible acceptance of the cards.
- f) Discounts and services not available for cardholders over 26 years of age must be visibly distinguished on the members’ website and in the European discount database on

www.eyca.org with a written note in the description section of the discount. The best effort possible must be made to inform the incoming cardholders which discounts are not available to young people over 26 years of age.

## 10 Communication with the EYCA Office and with other Members

- a) It must be possible for the EYCA Office and for other Members **to contact Member's office**, at least the director and other key staff, by telephone, by e-mail and by regular mail **on a day-to-day basis**.
- b) There must be at least one full-time employee devoted to the development of the European Youth card in each EYCA Member Organisation.
- c) There must be at least one employee per Member clearly identified who acts as contact person for EYCA and for other Members.
- d) All e-mails and requests from the EYCA Office, the Board and the EYCA Members shall be answered in no more than 2 to 3 working days. In case a response cannot be answered or has to be denied, this shall be communicated at least by a standard e-mail to the EYCA Office or other Member within the same response time limit.
- e) Members shall inform the Office and other Members immediately about significant changes of their company and individual contact details (names, telephone numbers, e-mail addresses etc.) and update this information in their Members' profile on the EYCA Intranet. The members will always keep their Members' profiles up-to-date.
- f) Each member will make sure that at least one e-mail address is part of the EYCA "All members" mailing list and will check this email address regularly. Members may ask the Office to subscribe or unsubscribe any e-mail address they provide.
- g) Members are encouraged to send news about their projects, new discount partners, campaigns and other relevant information to the EYCA Office, either as a contribution to the EYCAatcher newsletter, or to publish them on the www.eyca.org or the EYCA Facebook page.
- h) Members commit to complete and submit the annual EYCA Members' Survey to the EYCA Office in a way and timeline requested by the EYCA Office; to provide accurate and complete information in all requested areas. The Survey Report will be available to all EYCA Members on the Intranet two months after the collection of data.

## 11 EYCA Annual General Assembly

- a) Members should **attend and be represented at EYCA's Annual General Assemblies**. At least one responsible person with power to represent per Member must attend the EYCA General Assembly sessions.
- b) A Member may be **represented** by another Member **by written proxy**, submitted in written to the EYCA Office at least 48 hours before the General Assembly. A member can **act as a**

**proxy only for one Member.**

- c) The Members **commit to prepare for the General Assembly by reading all information and decision documents** sent out in advance and to prepare and bring all agreed presentations, materials, best practices, etc.

## **12 Contribution and other Payments**

- a) By end of September of year X-1, each member has to submit to the Office an estimate for cards in circulation on 31 December of the following year, year X. The estimate must be signed by the respective representative body of the Member.
- b) A first invoice for membership contribution for year X shall be issued based on this estimate and sent to the member by the end of October of year X-1.  
In case a Member has not sent the estimated number of cards, the contribution will be based on the number of cardholders last reported by member and to which a surcharge of 8% will be added.
- c) The contribution shall be calculated as follows:
- Each Member (Full and Associate) shall yearly pay a basic contribution fee of €3 500, for all cards up to 35 000.
  - In addition, for all cards above 35 000, each Member (Full and Associate) shall yearly pay a fee of € 0.10.
  - Members can qualify for reductions from the total contribution (sum of basic and variable contribution), by meeting the following market penetrations ranges, respecting the minimum contribution of €3 500. For cards above 500 000, the maximum contribution after reduction may not exceed €50 000.

<b>MARKET PENETRATION (%)</b>	<b>REDUCTION (%)</b>
<b>0</b>	<b>0%</b>
<b>10</b>	<b>5%</b>
<b>15</b>	<b>10%</b>
<b>20</b>	<b>15%</b>
<b>25</b>	<b>20%</b>
<b>30</b>	<b>25%</b>
<b>35</b>	<b>30%</b>
<b>40</b>	<b>40%</b>

- d) The contribution invoice for year X shall be paid by member before 31 March of year X. When asked to make an early payment by the Board, paying the first invoice for year X in November of year X-1 will bring a 6% reduction, in December a 4% reduction, and in January of year X+1 a 2 % reduction, of the contribution per card for the year X+1.

Surcharge: Paying the first invoice in April of year X results in a 2% surcharge on the total contribution for year X, in May 4%, in June 6%, and so on for each of the following months up to 14% in October of year X. The surcharge should be paid on the basis of the invoice delivered to the Member and within the due date stated in the invoice.

- e) **Proof of Sales:** As soon as year X is over, but no later than 28 February of year X+1, the member has to submit to the EYCA Office a “Proof of Sales” for year X.  
The Proof of Sales is a an audited financial statement of the organisation, or a form designed by the EYCA Office for that year, signed by the respective representative body of the Member. The Proof of Sales confirms the number of cards in circulation on 31st December of year X (i.e. all cards in circulation regardless if the cards are given away for free, if they are sold or if they are in circulation for a number of years). The EYCA Office may ask for additional support documents if the number is doubtful.
- f) **Correction Invoice:** In the (likely) case that the number of cards of the proof of sales for year X differs from the previously estimated number for year X, a correction invoice for year X with the recalculated contribution will be sent out within two weeks after reception of the proof of sales.
- In case the result is a lower contribution the Member will receive a credit invoice, which can be used to deduct other payments to EYCA, or membership contribution that has not been paid yet. In case the result is higher contribution, the correction invoice in favour of EYCA must be paid within one month.
- g) For new Associate members the following rules apply:  
Associate members who have, in the first calendar year, issued more than 35 000 cards, will pay the full membership contribution as above in point c). Members who have issued less than 35 000 cards, will pay a proportion of the basic contribution, according to the number of full months in EYCA (i.e. 4 full months in EYCA, 4/12 of basic contribution). This will be invoiced after the member has submitted a Proof of Sales at the beginning of the following calendar year, when a correction invoice will be issued.
- h) Adjustments of contribution fees will be proposed by the EYCA Board to the General Assembly for approval. Such proposals shall take into account e.g. inflation development, additional income of EYCA through card sales and partnerships outside of Europe etc.
- i) All invoices (except the first membership contribution invoice) issued by EYCA to its Members are to be paid within 1 month, unless other payment details (longer delays, instalments etc.) have been agreed upon.

### Contribution Calendar

	<b>Submission/Issue</b>	<b>Deadline</b>	<b>Who</b>
1.	Estimated number of cards for year X	30 Sept, year X-1	Members
2.	Contribution invoice for year X	31 Oct, year X-1	EYCA
3.	Payment of Contribution for year X	31 March, year X	Members
4.	Proof of Sales for year X	28 Feb, year X+1	Members
5.	Correction invoice for year X (based on POS)	31 March, year X+1	EYCA

### 13 Reinvestment of profits, principle of fair pricing

Members shall strive that all profits made from European Youth Card operations and activities, by themselves or by their partners, are reinvested therein.

In all European Youth Card operations and activities, and especially in their relations with Full Sub-Licensees, Co-branding and out-contracting partners, Members shall use best efforts to comply with the principle of the fair pricing of products and services according to common market standards. (*Article 5 Sections 7 and 8 of the EYCA Statutes*)

- a) **Any profit** or credit balance resulting from European Youth Card operations **should be fully reinvested** in activities, benefits and services of Members' European Youth Cards, directly or indirectly, e.g. by investing in other not-for-profit activities of a Member or a partner related to European Youth Card activities and operations.
- b) **Prices for goods and services** provided by a Member to a partner, or by a partner to a Member, **shall be fair and adequate** according to common market standards

#### **14 Members' Groups**

- a) The composition and objectives of Members' Groups are defined in Article 6 of the EYCA Statutes and in Articles III and IV of the EYCA Internal Regulations.
- b) Each Members' Group shall use **best efforts to meet at least once a year** before the EYCA Annual General Assembly to discuss documents sent out to Members, to prepare items to be discussed and decided there, and to prepare and hold elections for the Group's Board member
- c) **Additional meetings may be held** at the Annual General Assembly or at any other time during the year. The program of the Annual General Assembly will reserve adequate time for Members' Groups' meetings
- d) Members' Groups or individual Members of a Members' Group can **nominate persons to become EYCA Group Board members**. Nominations have to be made to the EYCA Office latest until one month before the General Assembly
- e) **Elections** have to take place **latest on the day before the start of the closed session** at the General Assembly, election results have to be communicated to the EYCA Board latest until 6 p.m. of that day
- f) Procedures and voting rights for the election of the Group Board members are defined in Article IV of the EYCA Internal Regulations

#### **15 EYCA Members and their Partners**

Members will at all times be responsible that their partners in European Youth Card operations and activities act in accordance and comply with all relevant provisions and rules of the EYCA Regulations valid at that time. (*Article 5 Section 4 of the EYCA Statutes*)

Partners can be affiliated organisations, private persons, private or public organisations, government units, public and companies etc. The EYCA Members are free to choose their own partners to cooperate in the following areas:

- out-contracting operations to partners, e.g. the production and distribution of cards or printed information and public relation materials, the acquisition and the promotion of benefits, discounts and services, the communication with card holders etc., the acquisition and managing of projects etc.
- joint promotion, information and other communication materials

- joint discounts and services with partners, and in projects
- websites, for joint online services
- by issuing co-branded Cards with partners (including co-branding on partner cards).

With regards to their partners, the EYCA members agree to the following:

- Members must ensure, and are responsible, that all their **partners**, know about, **observe and respect EYCA Regulations**, especially the rules and standards of these Quality Standards, the European Youth Card Brand Book and the License Agreement. Members are responsible for informing the partners of all relevant documents and regulations as well as their updates and changes.
- A violation** of the Quality Standards or any other EYCA Regulation **by a Full Sub-Licensee or any other partner** or an affiliate of a Member **is considered to be a violation by the Member itself**, and shall be treated as such (including sanctions to the Member).
- Members shall **NOT have discounts** or other partner agreements with **tobacco** companies or producers or distributors of **alcohol**.
- Members shall **NOT co-operate with partners** who offer discounts and services which are or may potentially be **harmful, dangerous or discriminative**.

## 16 Full Sub-Licenses

A Full Member may, upon approval by the EYCA Board, convey and assign the European Youth Card and all rights and obligations related thereto by way of a Full Sub-License to an affiliate organisation owned by and under full control of the Member. An organisation in which a Member has a majority share in the voting rights, is considered as affiliated organisation owned and under full control of the Member.

Full Sub-Licensing to partners not fully controlled by a Member, or by Associate Members, is only possible in exceptional cases and for important reasons, and only upon approval of the EYCA Board. (Article 5 Section 2 of the EYCA Statutes)

- By Full Sub-Licensing the European Youth Card, the **Full Sub-Licensee takes on all operations and activities** connected with developing the European Youth Card in that territory, including the rights to use the European Youth Card signs and co-brand these, as laid out in part 3 of these Quality Standards. **EYCA Membership rights and obligations remain with the Member**.
- For any Full Sub-License, Members and partners must strictly **follow the procedures for Full Sub-License agreements** provided of the License Agreement, e.g. on information to EYCA, on special clauses or side-agreements to protect European Youth Card signs, and on submission of agreements to EYCA for approval before signing and implementing.
- Partial Sub-Licensing** by splitting the operational tasks of a European Youth Card between a Member and a Full Sub-Licensee **is not allowed**.
- However, **Full Sub-Licensing for a particular region** (i.e. not as usual for the whole territory) **is possible**.

- e) For any Full Sub-Licenses, Members must strictly observe the regulations of Article 5 Section 2 of the Statutes, and of the License Agreement.
- f) A Full Sub-Licensee **may not itself fully sub-license** the European Youth Card again.
- g) **Associate Members may fully sub-license** the European Youth Card **only in exceptional cases** and for important reasons approved by the EYCA Board, and only to affiliates owned and fully controlled by them, and never to competitors, even if they own them.
- h) The Member has to ensure at all times **a full control of the full Sub-Licensee** and guarantee that the full sub-licensee respects and adheres to all binding documents of EYCA, such as the Statutes, the European Youth Card Brand Book, the License Agreement and these Quality Standards.

## 17 Liability of Members and their partners

If and to what extent Members and their partners are liable to each other and to cardholders, e.g. for damages resulting from the use of discounts and services, depends on the national legislation of each Member.

- a) **Members must enquire and know** if and to what extent they and their partners **are liable** to each other and to cardholders in case of damage resulting from the use of discounts and services provided by the Member or a Member's partner. The Association holds no liability for damage caused by individual Members and their partners.
- b) Members must take **adequate and reasonable precautions** to prevent any damage, e.g. by regularly controlling the quality and potential dangers of discounts and services, and by obliging their partners to do the same. EYCA holds no liability for damages caused by individual members and their partners.
- c) In case damage occurs, Members must **immediately eliminate harmful and dangerous discounts** and services from their discount database and inform all Members and EYCA about it. Members shall use best efforts to quickly resolve any disputes arising therefrom.

## 18 Conflicts of interests

Members shall use best efforts to avoid conflicts of interests. (*Article 5 Section 8 of the EYCA Statutes*).

A conflict of interests exists when an individual faces competing or colliding choices that may or do cloud or influence the making and taking of decisions.

- a) Members shall **prevent and avoid conflicts of interests** on all levels and at all times, especially with regard to (other) activities and interests:

- **of a Member itself**, when a Member has other own business activities and interests competing or colliding with the European Youth Card (e.g. if a Member operates other discount schemes or youth and/or travel cards)
  - **of a Member's partner**, when business activities or interests of a Member's partner (e.g. a Co-Branding partner), or a person involved at the same time in the structure, organisation or activities of the Member and the partner, compete and collide with the interests of the European Youth Card, e.g. if a Full Sub-Licensee or a Co-Branding partner is a competitor of a Member or a person involved at the same time in a Member and a partner, e.g. in an out-contracting partner, a Full Sub-Licensee or a Co-Branding partner
  - **of an owner**, or of a member of a Member, or of a person otherwise involved a Member's business, governance or activities, when their interests compete or collide with the interests of the European Youth Card .
- b) Members must **fully disclose all information related to potential conflicts of interests** as defined in the License Agreement and requested by EYCA, particularly during the Membership admission process, signing of a License Agreement, a Full Sub-License agreement and partnership agreements.

## **B. Services by EYCA to its Members**

Services provided by EYCA to its Members are carried out by the EYCA Office – the main headquarters, and the EYCA Board.

The EYCA Board carries out services and activities based on the decision and approval of the EYCA General Assembly or the EYCA Board. The General Assembly and the Board assign during Board Meetings the required services to the EYCA staff. The Board and the Member organisations also directly approach the Office with their requirements via e-mail or by phone.

Requirements from both Board and the Member organisations (MO) are discussed and determined at the Board meetings, during which the Director (as representative of the office) meets elected Board members and the President of EYCA (as representatives of MO). The Board decides on tasks that it assigns to the Office to execute and all assignments are recorded in "Board meeting minutes". They are communicated to the EYCA staff during regular team meetings.

### **1 General information for Members and EYCA documents**

The EYCA Office provides accurate, relevant and easy-to-understand information in a timely manner to its members and partners. The Office provides and the Members can request information and documents from the following areas:

- EYCA Statutory Documents such as the Statutes and Internal Regulations, the Lisbon Protocol, the License Agreement, the Quality Standards, the European Youth Card Brand Book
- Membership procedure (application, withdrawal, exclusion), Contribution system, Voting system
- Board composition, Board meetings, EYCA budget, annual accounts, balance sheets
- EYCA statistics, partnerships, projects, networking, events, EYCA General Assembly



- Partial Agreement on Mobility through the European Youth Card within the framework of the Council of Europe
- EYCA websites, applications, discount database
- EYCA logo and its usage, requirements of the European Youth Card Brand Book, designs of cards, card printing
- PR materials, Annual Reports, confirmations of membership, support letters
- Members' Survey Report

The EYCA Office operates an EYCA Intranet ([www.eyca.org/intranet](http://www.eyca.org/intranet)) where the most updated versions of these documents are available for download. Using the Intranet the members can also download the latest contact details of all EYCA member organisations.

## 2 Services provided by the EYCA Office to the members

The EYCA Office, mandated by the EYCA Board, provides the following services to members:

- **Quality assurance and capacity building:** identifying and collecting relevant expertise within and from Members; facilitating exchange of knowledge, Member to Member visits, seminars and tutorials; on-going evaluation of the Members' performance against these Quality Standards and taking appropriate measures to improve it.
- **Visits to Applicants for Membership in EYCA:** evaluation of the application, preparing a recommendation to the Board; assistance to the applying organisation during the process.
- **Quality and evaluation visits by the EYCA Office:** visiting all Member organisations according to the visit plan agreed by the Board and the Members, writing a summary report including recommended next steps and best practices, sent to the visited member organisation and to the Board.
- **Consultation and Assistance:** providing consulting services to Members with regards to co-branded cards, partnership agreements, discounter contracts, grant applications.
- **Group Meetings:** providing information, materials and a proposed agenda upon request.
- **Board Meetings:** The EYCA office prepares and sends out all necessary documents to the Board one week prior to the Board meeting.
- **Capacity building seminars:** depending on interests and needs of Members and according to the budget and yearly action plan, EYCA will organise capacity building seminars for Members on relevant issues and topics to support Members in the development of their European Youth Card.
- **Communication Support:** consulting and supporting Members in their communication campaigns and materials, providing available resources (articles, photographs, etc.).
- **Maintenance of EYCA websites:** maintenance of the [www.eyca.org](http://www.eyca.org) website including a European discount database, operation of an online sales portal Kiosk for cardholders from non-EYCA countries and outside of Europe, management of the EYCA Facebook page.
- **Newsletter:** sending out a newsletter to Members with news and events.
- **Intranet management:** availing all relevant documents on the EYCA Intranet, providing support to Members with regards to uploading discounts and updating profiles, including allocation of user names/passwords.
- **International cooperation and partnerships:** facilitating cooperation with organisations operating in relevant fields to EYCA's work, identifying possible new partnerships and approaching the partners, developing international projects inside and outside of Europe

- **“White Territories”**: actively seeking out potential card organisations in countries where there are no EYCA Members and encourage and support them during membership application, developing strategies for introducing the European Youth Card on new markets.
- **European dimension of EYCA (Board and Director)**: represent EYCA on the European level to bring about beneficial partnerships, actively participate in European networks, present EYCA to European organisations and institutions; develop and use contacts and tools to pro-actively present EYCA and the European Youth Card to institutions (e.g. the European Commission, the Council of Europe) and networks.
- **European projects**: identify opportunities to participate in, and to develop, European projects within the objectives of EYCA and the concept of the European Youth Card, manage EYCA participation in existing European projects, and EYCA’s own European projects.

### 3 Services the EYCA Office does not provide

The EYCA Office does not generally provide the following services:

- Adjustment of card design to the requirements of a Member Organisation.
- Regularly (and in the long-term) updating Member’s Profiles and discount databases on the Intranet.
- Carrying out surveys and extensive research among members or outside the organisation if it was not assigned by the General Assembly of the EYCA Board, or otherwise agreed within the staff.
- Regularly translating Member’s materials into English, such as their information for the English part of their website, etc.

### C. Tasks and Duties of the EYCA Board

- a) The EYCA Board members duly prepare for each of the Board Meetings by reading all Board Meeting documents sent in advance.
- b) The Board Members respond to all internal EYCA emails within 3 days.
- c) The Group Board members collect and send to the EYCA Office country reports from each of the countries that belong to their group at least one week before each Board Meeting.
- d) The Board members will send to the EYCA Office all invoices connected with the Board Meeting travel, other travels, etc., the latest one month after the occurrence of the expenses, in accordance with the Expense Policy for EYCA Board meetings.
- e) Recruit EYCA director.

### D. Review of performance, Sanctions and Rewards

#### 1 Introduction

In cases where violations of rules and standards are intentional, or occur due to negligence, or are not dealt with in the right manner, EYCA reserves the right to exercise means and measures to intervene and prevent such violations and their actual or potential negative effects - a system of sanctions.

Sanctions include financial penalties (fines) and in severe cases the exclusion of a Member from EYCA, with the consequence of immediate loss of the right to use the European Youth Card signs

and to operate a European Youth Card in that territory (including a Full Sub-Licensee). The terms and conditions, and the procedure, for exclusion or suspension of a Member from EYCA are defined in Article 9 and 10 of the Statutes and in Article II of the Internal Regulations of EYCA.

## 2 Periodical reviews of performance

EYCA may at any time, but in general will once every 3 years, review the performance of each Member, through a visit to the Member's Office or an online evaluation.

One of the tools to oversee the performance of EYCA Members is the Annual Survey, which Members are obliged to fill out and submit. The EYCA Office analyses the Survey results and might get back to individual members to suggest ways to improve their services and meet these Quality Standards.

Associate Members have to submit written progress-reports upon request from the Office and according to their specifications. The report must be submitted in within the period specified by the Office in its request.

## 3 Infringements and enforcement

- a) If any infringement or violation of a rule or standard defined in these Quality Standards or any other EYCA Regulation is identified or alleged against a Member, the **EYCA Office will first investigate** the matter and **inform the EYCA Board**, if necessary.
- b) The **EYCA Office will demand** from the Member (by a written request) **to address the problem, establish the correct situation and re-mediate the consequences** of an infringement or violation. In general, a Member will be given a time limit of 30 to 60 days to do so. In special cases or for special reasons, and upon the recommendation of the Group Board member, the Board can extend or reduce the time limit. If possible, the EYCA Office will offer support in correcting the situation.
- c) In case of wrongful (i.e. intentional or negligent) infringement or violation of a rule or standard defined in these Quality Standards or any other EYCA Regulation, or of a decision of the EYCA General Assembly or any other competent body of EYCA, a **financial penalty** shall be imposed against a Member by the EYCA Board.

Financial penalties may include:

- a fine ranging from 1 to 40 Eurocents per European Youth Card (Classic, Student and Co-branded) of the Member in circulation at the time of the most recent ascertained figures, e.g. according to a proof of sales

The minimum penalty shall be 10% of the yearly Member contribution fee to EYCA.

Financial penalties shall be determined according to:

- the gravity of fault of the Member
- the scope of an infringement or violation
- the importance of the rule or standard infringed or violated to EYCA, the other Members and the concept of the European Youth Card
- the consequences and effects of the infringement or violation, e.g. a profit or a loss resulting therefrom

- d) The EYCA Office shall **announce the financial penalty** to the Member in **writing** together with respective document issued by the Board.
- e) Any financial **penalties are to be paid within 30 days**, if not otherwise agreed upon.
- f) The Member shall have the **right to make representations** to the EYCA Board with a written **and founded request to renounce or reduce the penalty** within 21 days after announcement. In case of an appeal from the Members' side the Board can install a committee to investigate the situation.
- g) In case a Member wrongfully does not address and solve the problem within the first time limit given, it will be given a **second time limit of no more than 30 days**, wherever this is feasible. The EYCA Board may increase the financial penalty or impose a new one according to the layout above.
- h) If a Member wrongfully fails to establish the correct situation again, this may in grave cases lead to the **initiation of an exclusion procedure**, in other cases to a repetition of the procedure of imposition of financial penalties.

#### **4 Direct exclusion of a Member**

If a full re-establishment of the correct situation and full remedy of consequences is not possible within reasonable time or cannot be reasonably requested from the Association, the following infringements and violations may lead – aside from any financial penalties imposed - to the exclusion of a Member either after the elapse of a first time limit or in grave cases even without setting a first time limit at all:

- a) Non-disclosure of information related to conflicts of interests, e.g. for the individual License agreement or in relation to a Full Sub-License or an agreement on the Co-branding of cards.
- b) Non-compliance with the rules on conditions and procedures for Full Sub-Licenses and agreements with partners on the Co-branding of cards defined in these Quality Standards and in the License Agreement.
- c) Other grave violations of rules and standards defined in these Quality Standards.
- d) Continued, repeated or cumulated minor infringements or violations of rules and standards of these Quality Standards.

In these cases an exclusion procedure shall be initiated according to Article 10 of the Statutes.