

Délice Network

Internal Rules & Regulations

Approved by the General Assembly on May 28, 2024



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Article 1: Context

These Intern Rules are enacted by the Executive Committee (ExCom) of Délice Network (Délice). They come in addition to the Statutes of the organization, following the French Law of 1901 on non-profit associations.

The objectives of the Rules & Regulations are to set up the operating rules of the organizations, as well as the various processes and some work methodology. The Rules & Regulations complete and detail the Statutes and can be modified by the Ordinary General Assembly.

Article 2: The Brand

In addition to the official name "Délice Network," a new brand has been approved by the General Assembly 2023 in Malmö: "The Food Capitals by Délice Network."

Use of the brand:

Délice Network is not a communications agency and does not work as a platform at the service of member cities to promote themselves through the brand. The role of Délice Network is to provide members with a communication toolkit, which includes different versions of the same logo and some advice on how to use it. Member cities are then authorized to use this brand and its logo by themselves in their own communication as they want.

The use of this brand must comply with the provided toolkit. Any modification of the brand, brand logo, or similar elements is subject to prior approval by Délice HQ and ExCom.

Article 3: General Functioning

Délice Network is a membership-based organization, gathering different cities worldwide.

Each different stakeholder involved in the organization has its role, rights, and responsibilities:

- **Member Cities**: The members of Délice are cities, represented by local authorities, who decide to participate in Délice activities (*Article δ*).
- City Representatives: the people designated to represent the member cities.
- The Executive Committee (ExCom): the board of the organization that volunteers to steer the organization (*Article 9*).
- **Sponsors**: any organization that decides to support Délice financially (Article 9).
- **Head Office:** The Head Office is composed of Délice Staff, in charge of the organization's general management. (*Article 4*).



Article 4: Délice Headquarters & Head Office

Délice Network is located in the founding city of Lyon, where the official Headquarters are based. But the Main Office may be settled at a different address/city. Délice staff can rent some office space with prior approval of the Délice President.

The Head office (HQ) works under the supervision of the President.

The HQ is in charge of all the daily tasks required for Délice to be a running and active organization. Among the main functions are:

- The administrative & daily management of the Délice Main Office
- The financial management & contacts with the accounting firm
- The contacts with the ExCom
- The regular follow-ups with Délice Members
- The implementation of Délice projects & activities
- The co-organization of the Délice gatherings
- The search and management of appropriate international and European projects in which Délice or its members could be associated
- Communications
- General Management

The priorities & objectives of the Head Office are settled by the ExCom, aligning with the Strategic Plan, approved by the General Assembly.

The recruitment of new staff members is handled by the ExCom, under the supervision of the President. Délice Network HQ will ensure the task management within the Main Office.

Article 5: Language

The working language of the Association is English. As Délice is an organization based in France, the legal documents (Statutes & AGM Minutes) will be translated in French, if needed, but approved in the original English version by all members.

Other languages may be used during individual connections between two Délice cities. However, Délice will not cover any translation costs in these cases and request the concerned cities to provide the necessary information in English.



Article 6: Funds

Délice Network is an independent, self-financed organization. Its financial model is reviewed regularly by the ExCom, with the assistance of an accounting firm.

The funds of Délice allow to cover the costs for the operating expenses and develop specific projects and activities. The use of the funds will follow a yearly provisional budget proposed by the ExCom and the Délice HQ to the General Assembly.

The different funding sources of the organization are the following:

City Membership

This membership is settled at 3500€ per year for each city. The General Assembly should approve any modification in the membership fee. See article 8 for details about Membership Fee payment.

Member cities physically hosting the official Délice Annual Meeting are exempt from the membership fee on the year they host the event, upon approval of the ExCom.

Member cities hosting a digital gathering or a Study Tour are not exempt from any fee, excepted specific agreement with the ExCom.

(More details in Article 7)

Participation Fees to Délice events

Two representatives of member cities are invited to join each Délice physical gathering free of charge. Their participation is included in the membership fee. There is no such limitation of representatives for any digital gathering or event, except if mentioned otherwise.

The participation is free of charge also for the delegation of the host city & special guests (experts). For other participants to the physical gatherings, some fees may apply. These fees are reattributed to the host city:

The participation fee for additional representatives will be determined by mutual agreement between the hosting city and the Delice HQ. If such agreement is not reached, the fee will be charged at 150€/PAX

Accompanying guests of a city representative (such as friend or family members) are subject to prior approval by the Délice HQ, President and hosting city.

All fees for extra-participants are invoiced before the event by Délice HQ. These fees will be transferred by Délice HQ to the host city at the latest 3 months after the event, regardless of whether the extra-participants have settled their invoice to HQ or not.



Contribution to projects

While the membership fee allows covering the daily activities of Délice, some extra projects can be set up, responding to the need of target cities. These projects can be scientific studies, communication projects, or consultancy for the group.

To finance these projects, Délice can identify two options:

For small-scale projects: mutualizing the costs and asking each city to finance their share of the project. The cost is then divided by the number of cities involved and approved by a vote.

For large-scale projects: Délice can identify external financers, such as the European Union or private sponsors.

Sponsors

Sponsors are private initiatives that decide to support the organization financially. The amount and length of their commitment will be agreed on with the ExCom, tailor-made to each patron.

Details on sponsorship are available in Article 9.

Article 7: Accounts & Management of Funds

The Association accounts are managed daily by the Délice Network HQ but reviewed by an accounting firm located in Lyon.

Every year, the following financial documents are prepared and approved by the General Assembly:

- A provisional budget (with expected incomes & expenses for the year to come) prepared by the HQ and supervised by the Treasurer.
- A financial forecast for the current year prepared by the HQ and supervised by the Treasurer.
- A yearly financial statement made by the accounting firm.

Every month, the accounting is handled by Délice HQ, who ensures that the expenses follow the provisional budget approved.

Every year, if the HQ and the Treasurer judge this useful, a mid-year financial situation is prepared by the accounting firm in September and presented to the Executive Committee.

The funds of Délice are held by a French Bank. Both the President & the person who runs Délice Network HQ have access to the funds and the authorization for expenses.



Article 8: Terms of City Membership

Terms of access

Any city willing to join Délice Network should submit a candidacy following the form prepared by the organization. This form will allow appreciating the quality of the candidacy following the recruitment criteria that will lead to a vote.

Submitting an application implies full approval of the organization's statutes and rules®ulations.

The analysis of the candidacy will be based on the following criteria:

- City Assets
- Current Food Policies & initiatives
- The intentions for the future
- The motivation to join and engage in the network
- The ability to host a meeting, to take part to any meeting and activity of the Network, and to welcome and meet all representatives of member cities, regardless of their gender, religion or sexual orientation.

With the candidacy form, the candidate city is required to send Délice President a letter of interest signed by a political representative of the city.

When a candidacy is received, it is sent out to all members after a former study and recommendations by the Délice HQ and the ExCom. The vote is set up on an online platform with a given deadline.

All ExCom Members are required to vote (quorum of 100% of ExCom Members).All other members are invited to vote (no quorum)

If the candidacy is approved, a formal letter of acceptance signed by Délice President and an agreement to be signed by both Délice Network and the candidate city, will be sent back to the representative of the candidate city, finalizing the process.

The membership officially starts with the signature of the agreement.

If the candidacy is not approved, the candidate city will receive justification in an official letter addressed to the political representative.

If the approval letter is dated in November or December, the membership will be effective January 1 of the following year. For any other month, the membership will start for the ongoing year.

Membership Fee payment

After approval and signature of the agreement, an invoice will be sent for the membership fee of the ongoing year.



The memberships go from January to December. All invoices will be sent before the end of February. For new members accepted to join between March and November : on the admission year, the invoice will be sent during the month of the admission. On the following years, it will be sent before the end of February. For new members accepted to join in November or December: their membership will be effective in January of the following year.

The payment date will be notified on each invoice. The deadline for payment will be 90 days after the invoice date.

Rights of all members

Délice members are cities that have been approved to join the network and that are regularly paying their membership fees. Their rights as members are:

- To receive all information & communication intended to Délice Members
- To apply as ExCom Member
- To be invited to join all Délice Gatherings & Délice Projects
- The free participation of 2 representatives per physical meeting
- To request assistance from Délice HQ in creating partnerships with other member cities
- To keep Délice HQ informed of all Food or Gastronomy related projects
- To be visible on all Délice communication tools mentioning the member cities
- To be invited to present Best Practices
- To candidate to become a Délice Host City for a Network Gathering or a Study Tour

Withdrawal from the Network

Suppose a member city wishes to withdraw from the network. In that case, they must inform the President of Délice throughout an official letter, at least two months before the expected termination of the collaborations.

Any termination letter sent during the year will not lead to a refund of the membership fee. To terminate the following year, the letter is expected to be sent before October 31.

The President will confirm the withdrawal by a reply to the letter. Once the departure is confirmed, all member cities will be informed by email, and the city will be removed from the official communication tools of Délice.

Exclusion from the Network

The ExCom may decide to exclude a member city from the network for one of the following reasons:

- They do not meet the values defended by Délice, as presented in the ongoing Strategic Plan.
- Their membership fees are still due after 24 months.

The decision to exclude a member is discussed and open to an ExCom vote, following a warning raised by Délice HQ (on the financial aspects) or any other members (on the values).



The concerned city will be notified at least one month in advance of the vote to be allowed to give justifications or make engagements for the future.

Suppose the decision is taken to exclude the city. In that case, a letter will be sent from the Délice President to the Main Representatives (including political representative) of the concerned city to notify of the exclusion. The exclusion will be effective one month after sending out the letter.

Article 9: The ExCom

The Association is run by an Executive Committee made up of 7 city members and elected by the General Assembly for a three-year mandate. They receive no financial compensation for exercising their functions.

The available positions within the Executive Committee are President, Vice-President, Secretary, Treasurer, and three additional members.

Within the ExCom, specific tasks are allocated to each member depending on their skills and fields of interest. The responsibilities that can be assigned are the following:

- Délice Finances
- Délice Internal & External Communication
- Délice Meetings
- Délice Members
- Délice Partnerships & Events
- HR & Administration

The Executive Committee defines the strategic line of the Association, controls the activities and results, and keeps under continuous review the Association's finances.

The President is deciding what tasks or projects can be managed by ExCom members individually (depending on their field of responsibility) or what should be discussed as a whole.

The Executive Committee meets at least four times every year, physically or digitally, when convened by the President, the HQ or on the request of three of its members.

The Minutes will be drafted in the Headquarters after each meeting and approved by the Executive Committee the following meeting.

The Election Process

Every three years, the ExCom is renewed by vote from the General Assembly.



7 Members are elected, but the Statutes require that at least two members of a new Executive Committee must be comprised of members of the former Executive Committee.

In order to maintain continuity, the election process will be redesigned at each term, depending on the candidacies received.

On election year, the ExCom will send out a call for candidacies to all Délice member cities, at least four months prior to the Annual General Meeting. Candidate cities will be required to motivate their candidacy following the questionnaire sent by the ExCom. The positions of President, Vice-President, Secretary and Treasurer within the Board are compulsory for the French law and will have to be assigned to 4 ExCom members.

The call for candidacy will last for two months. All candidacies will have to be received two months before the election.

7 candidates are ideally requested for the ExCom. But in case there are less than 7 candidates, the ExCom can be reduced to a minimum of 4 members.

In the event of a tie, the President's vote is counted twice.

Once the candidacies are received, the ExCom will formalize an election process that will allow respecting the election rules defined by the statutes:

- For continuity reasons, at least two members of a new Executive Committee must be comprised of members of the former Executive Committee.
- The voting process that will allow members of the General Assembly to name candidate cities in a specific position.

The statutes allow the voting to be made during the AGM or online prior to the event. This process will be organized by the HQ.

In the unlikely case where there were not two members of the former ExCom ready to apply for a new mandate, the ExCom may decide to announce the complete renewal of the ExCom.

(More details on the election process are available in the Statutes of the organization.)

The Role of the President

Within the ExCom, the President holds a special position with specific roles & responsibilities:

- The legal holder of the organization accounts
- The official representative of the organization (for all formal & official correspondence)
- The official representative of the Délice Members
- The supervisor of the Délice Network HQ



Therefore, the President is required to dedicate some of his/her working time to Délice Network to fulfill the mandate properly and allow the organization to grow.

The President Mandate is limited to two consecutive mandates. He/She may then remain in the ExCom but should hold another position for at least one mandate before running for Presidency again.

ExCom Meetings

The ExCom meets at least four times a year, including at least once before each Délice gathering. Additional ExCom meetings may be organized depending on the needs of the agenda. These meetings can be arranged online, physically, or in a hybrid way.

The agenda of these meetings will be communicated to all ExCom members at least one week in advance with the possibility given to add Agenda points.

The meetings are dedicated to working on some in-depth points concerning network development, strategy & finances. All general updates should be communicated regularly to the ExCom via email.

After each ExCom meeting, Minutes will be prepared by the Main Office, sent to all ExCom members , and approved at the following ExCom meeting.

Article 10: Terms of Sponsorship

Any company or institution may decide to support Délice in its action. They may be related to a member city or be present on the international scene. They may choose to support Délice activities or sponsor a specific project or event.

There are therefore two types of sponsorship contracts that can link a sponsor to Délice:

- The Project Sponsors: they have a short-term contract directly linked to a project event. They receive some counterparties for their participation.
- The Patrons: they have a longer-term contract (minimum one year). They become patrons in order to support the initiative and help the network to develop. The patrons support Délice either for philanthropic motives or as a marketing action to act on their image.

Criteria for sponsors

In order to keep a certain legitimacy within Délice, not all sponsors will be accepted within the organization. Délice is seeking sponsors that approve and follow the core values of the organization.

In that sense, the patrons should be within one of the following types:



- An international business non-related to gastronomy and looking to support our non-profit activities (airlines or company foundation...).
- A food-related business directly linked with a member city.
- An international food-related business that offers products & services in line with Délice core values (preservation of local cultural identities, sustainability and promotion of good food).

Conditions to apply

A potential patron or sponsor may be identified by Délice HQ or suggested by a Délice Member.

In both cases, after receiving a presentation of Délice and expressing their interest, they are required to address an official letter (or email) of interest to support Délice. This letter/email should express their motivation, the type of engagement they offer (sponsorship or patronage, amount of the financial contribution or equivalent in goods or services, duration of the contract), and their expected counterparties.

The letter will be submitted to the ExCom for a vote.

If the partner is approved, the information will be sent out to all members by email with all details of the sponsorship.

A contract will be prepared to settle the engagements between Délice and the sponsor or patron.

Rights of the patrons & sponsors

The sponsors' rights will be directly linked to the activity or project they are sponsoring.

By supporting the organization, the patrons may expect to:

- Figure on all Délice main communication tools (website, brochures)
- Be mentioned during the main official speeches made by the Délice President
- To receive the Annual Report of Délice each year
- To participate in Délice gatherings, free of participation fees
- To make contacts with member city representatives in the name of the Délice Partner.

However, the patrons and sponsors are not considered members of Délice and are therefore not given the right to vote or attend the organization's internal meetings.

Withdrawal & exclusion

A patron is committed to Délice by a signed contract that will settle the terms and duration of the sponsorship.

If either party decides to terminate the contract before the end of the term, it will have to be motivated within an official letter. A withdrawal or exclusion may only occur at the end of the year and requires a minimum of two months' notice.



At the end of a contract, both parties will discuss renewing the collaboration, signing a new contract, or terminating the sponsorship.

Article 11: Délice Gatherings

Regularity

Délice organizes at least one network meeting per year, each time in a different Délice City that has applied to be a Délice Host City.

- The meeting is ideally organized from February to May;

This gathering will possibly include the Annual General Assembly. The AGA can also be held online digitally in June upon decision by the Délice HQ and ExCom. (*See Article 11*)

Member cities can also propose to host a Study Tour. Study Tours do not include any internal Délice network or ExCom meeting of any kind and the content, length and overall terms of the meeting can be agreed together by the hosting city and Délice HQ.

Study Tours should be ideally held at least 6 weeks before or after another physical gathering and need a prior approval by the ExCom.

Topic of the Annual Délice Gathering

Each Délice Gathering should have a central topic. This topic, suggested by the host city but validated by the HQ and ExCom, should be in line with the working pillars of Délice and should be of interest to a majority of cities while corresponding to the specificities of the host city.

In addition to the plenary conference organized on the topic, the host city will be requested to choose field visits and activities in line with the topic. The Best Practice session may also be oriented on the specific topic if considered relevant.

The whole content of each meeting will be discussed and approved by the HQ.

Host Cities

In order to be a host of a Délice Gathering, a city needs to be a Délice member.

Délice HQ will send out a call for candidacies two years in advance of the meeting to be hosted.

Candidate cities must express their candidacy before the end of January through a formal request with the following information:

- What gathering they wish to host
- A suggestion of dates



- A suggestion of topic (in line with the topic requirements)
- A few highlights that they wish to present to the Délice delegates.

The call for Study Tours will be sent out one year in advance, but cities can also spontaneously apply by informing the HQ.

The ExCom will review all candidacies and select the host city(ies) upon a few criteria:

- The opportunity for new members to host a gathering within the first three years and the date of the previous gatherings for older members;
- The good geographical balance between the host cities from one year to another;
- The relevance of the proposed topic
- The specific agenda proposed by the candidate cities (linked to a food Event or food recognition)
- The relevance of the suggested date, if this cannot be rescheduled
- The accessibility of the city, and the guarantee of the overall welcome & wellbeing of Délice delegates (easy ways to reach the city from abroad, guarantee of safety in the city and in the country, welcome of all types of visitors, regardless of their appearance, sex, religion or political orientation, good organization of local transports, distance between conference venues and hotel capacity...)

When choosing the host city(ies), the ExCom will be asked to give the final approval on the dates & topic suggested.

Meeting Notifications

The announcement of the host cities, dates, and topics will be made at each Annual General Meeting for the year to come.

In addition, members are informed by email on the content of the meetings following this agenda:

- at least 6 months ahead: Save the Date with the topic;
- at least 3 months ahead: Pre-program with registration form;
- 1 month ahead: final registrations.

For the General Assembly, whether physical or digital, members will receive 15 days ahead all the formal elements to prepare it: detailed agenda, minutes of the previous meeting to approve, financial statements, and any extra elements to be reviewed before the meeting.



Financial model

The Délice gatherings are co-organized between the Délice Main Office and the host cities, following distribution of the tasks agreed on in the early stages of the process, considering time, HR, and language issues on both sides.

The financial model is, however, the same from one host city to another.

The costs to be covered by the host city:

- All meeting venues
- All digital means required to record the meeting and/or broadcast it live if necessary
- All meals included in the official program (excluding breakfasts)
- All internal transfers within the city (public transport, bus...)
- All activities/field visits included in the official program
- A photographer to cover the event
- The printing of the program and any related documents (city plans, tickets...)

The costs to be covered by Délice:

- Expenses for all guest speakers covering the main topic session (excluding the local speakers)
- All costs of the HQ and staff when arriving earlier in the city to help with organization

The costs to be covered by each member city participant:

- International transport to the host city & transfer to the hotel
- Accommodation & breakfast during the official program
- All extra fees from the optional program
- Fees for any extra participant (starting from the third delegate)

Program

All details on the organization of a Délice Meeting are available to all Délice Members.

Délice Gathering programs are created to offer participants an enriching experience, with opportunities to network, benchmark on the host city, gain knowledge and discuss the functioning of the network.

A Best Practice Session & a Délice Internal Meeting should be organized in each Délice gathering.

Participants

The Délice Gatherings are open to all member city representatives. The invitation is sent to the Main Representative of the City and all regular participants.



The Main Representative of Délice cities is requested to transfer the invitation to any city stakeholder interested in the topic from the public and private sectors.

Participants of a member city form a delegation. To maintain the right balance between cities and facilitate networking between cities, it is requested for member cities to compose relevant delegations. If this delegation exceeds four people, it will be subject to prior approval by the Délice HQ.

Participation fees may be required for the third member of a delegation onwards. *(more information in Article 6).*

The Host City may decide to compose a larger delegation, inviting various partners and members of the food & gastronomy value-chain and the local authorities. Participants from the Host City are not required to pay any participation fee.

Registration rules

A specific registration deadline is established jointly by the Headquarters (HQ) and the host city. This deadline may be extended if necessary, however, registration must occur prior to this deadline, unless the host city grants permission to late registrants. Except in cases of force majeure or exceptional circumstances, last-minute cancellations by registered delegates are prohibited and will incur a minimum fine of ≤ 100 and a maximum fine of ≤ 150 , as determined by the host city.

Article 12: The Annual General Assembly

The Annual General Assembly (AGA) is held each year, following the statutes of the organization. It is chaired by the President of Délice. In the absence of the President, the meeting will be chaired by the Vice-President, or if necessary, a member appointed by the President.

The Assembly can be organized physically during the annual Délice gathering, or digitally at another time.

A specific agenda is prepared by the ExCom and Délice HQ for this Meeting and sent to all participants 15 days prior to the event.

The agenda should include the following mandatory points:

- Approval of the Minutes of the previous AGA
- Overview of the Network activities since last AGA
- Presentation and approval of the financial statement of the previous year
- Presentation of the current financial situation
- Presentation and approval of the upcoming year budget

Other specific agenda points will be added depending on the needs:

- Election of the ExCom (according to the regularity defined by the statutes)



- Modifications to bring to the Statutes or the Internal Regulations
- Discussion on Strategic Aspects or specific projects
- Any other agenda point brought up by the ExCom, HQ, or any member.

Following the Annual General Assembly, a report will be sent to all members within a month. A condensed version of these minutes, with the legal information, will also be drafted in French to be given to the French authorities, following the legal requests.

Article 13: Délice Experts

In order to strengthen the content of Délice gatherings or for training sessions, experts may be invited by Délice to provide knowledge and know-how to the members. The Experts are considered professionals that are not employees of a member city institution.

These interventions are mandated by Délice, following the needs identified by the ExCom.

Experts invited to speak during Délice gatherings are required to:

- Speak English fluently
- Prepare an intervention adapted to the topic and the Délice expectations
- Participate in the program before/after their presentations to facilitate connections and knowledge sharing with the delegates
- Share their presentation along with a resume of their speech after the event

A dedicated budget is planned within the yearly financial plan of Délice to cover the costs of these experts. The host cities, however, take charge of their participation in the meals and activities.

Experts may be requested to provide specific training sessions and workshops for Délice. In these particular cases, a formal Letter of Order will be prepared by Délice and signed by both parties to formalize the tasks expected from the expert and the fee that Délice will pay for this matter. The Letter of Order will have to be approved by the ExCom before signed by the expert.

Article 14: Notifications

Communication Means

Considering the international aspect of Délice, the official communication between members and with the Main Office remains the email. Some online tools will also be used for multilateral communications with the Main Office (MS Teams, Zoom, WhatsApp, Facebook...), but these should never completely replace email communications.



The use of social networks is encouraged to raise awareness on Délice's mission & activities and facilitate the flow of information among members, including through private groups for Délice Members.

Meeting Reports

After each Délice gathering, the participants and the main representatives of the missing cities receive by email the full capitalization of the meeting. This email is sent within a month after the end of the meeting.

- The official Photo Album
- The Report of the Internal Meeting
- Summaries of all speakers' presentation and links to the presentations (if authorized by the speaker)

Article 15: Image & Content Rights

Information

Cities involved in Délice accept to communicate on their city projects and strategy. As the information is shared within the network, it becomes available for any member city to share within their institutions and local partners. However, this information shall not be communicated outside the network without specific approval from the member city.

All the information provided by Délice throughout the guest speakers may be shared by the member cities externally.

Image

Photographs taken during Délice gatherings intend to illustrate the group dynamic to facilitate Délice Communication and keep track of all Délice events & activities. There will be no commercial use of these photographs.

They will be published on the Délice social networks, website, and other communication tools.

Attendance at Délice events implies consent for the use of attendees' images in communication materials without further notice.

However, a delegate may request a specific photo to be removed by the HQ.

Article 16: Official Documents of the Association

The Official Document registered upon the French authorities is the Organization's Statutes (version approved on June 29, 2021). Amendments to the Statutes must be approved by an Extraordinary General Assembly.

The ExCom can amend the present Rules & Regulations. Any amendment made to the current Rules & Regulations should be approved by the General Assembly.