

Audition and participation regulations Jong Metropole

as of 12 August 2021

1. Definitions

Organisation	jointly or separately the collaborating partners: the National Youth Orchestras of the Netherlands (officially registered as <i>Stichting Nationale Jeugdorkesten Nederland</i>), abbreviated NJON, the Metropole Orkest (officially registered as <i>Stichting Metropole Orkest</i>), abbreviated MO, and the Nationaal Jeugd Jazz Orkest (officially registered as <i>Stichting JA/Nationaal Jeugd Jazz Orkest</i>), abbreviated NJJO
Orchestra	Jong Metropole, abbreviated JM
Candidate	musician who has applied to audition for Jong Metropole
Participant	musician who plays in a project of Jong Metropole
Coordinator or Producer	the person(s) who organise the audition(s) and / or project(s) on behalf of the Organisation and as such is / are contact person(s) for Candidates or Participants
Membership	applicable to a musician who has been accepted to play with Jong Metropole and has participated in at least one JM project
GDPR	General Data Protection Regulation

2. General

- 2.1 These regulations include all provisions and regulations regarding participation in auditions and projects of Jong Metropole (hereinafter: JM). When applying for auditions and projects, a Candidate must agree to these regulations. When participating, the Candidate / Participant undertakes to comply with the provisions in these regulations.
- 2.2 The Dutch version (link to be found on [this page](#)) of these regulations is binding and replaces all previous regulations. This English translation is for reference only.
- 2.3 All JM projects are organised by the collaborating partners as stated in Article 1 under "Organisation". The Candidate / Participant recognises them as the legally responsible Organisation that organises all of JM's projects.
- 2.4 Due to the international composition of orchestras and ensembles and because international conductors and soloists are worked with, English is the working language during projects.
- 2.5 The Candidate confirms that he or she has read and agrees to all information and instructions published on www.jongmetropole.nl.
- 2.6 The Organisation reserves the right - subject to clear substantiation - to deviate from the rules and regulations in this document.

3. Auditions

- 3.1 Participation in JM projects is only possible after selection (acceptance) by the Organisation after successfully passing an audition. Besides being a selection method for participation in JM projects, auditions are also intended as an educational experience for the Candidate / Participant. By applying, the Candidate commits, if selected after a successful audition, to participating in the project(s) for which he / she has applied. Therefore, after applying, the Candidate must be available for the entire duration of the project(s). Candidates are expected for the audition at a location and time specified by the Organisation. Auditions take place live, unless stated otherwise.
- 3.2 Participation in auditions and projects and the Membership of JM are open to anyone who is at least 18 years old but less than 27 years old on the start date of the first project for which the audition is being carried out, and who is following a music study at a conservatoire in the Netherlands or as a Dutch citizen

at a conservatoire elsewhere for an instrument that is required in the instrumentation of the next project and for which there is a vacancy.

- 3.3 Application for the auditions must take place via the appropriate portal on the JM website before the end of the application period as announced there for each audition round.
- 3.4 Selection for filling vacancies in JM only takes place on the basis of the musical-technical performance during the audition. All decisions of the audition jury and the Organisation are binding and final and the outcome is not subject to correspondence or discussion. Candidates will be given the opportunity to receive feedback on their audition after receiving the results.
- 3.5 For the audition, Candidates should prepare **one** piece of their choice from the JM solo piece list and **all** pieces from the JM orchestra excerpts list as listed for their instrument on the JM website. Candidates for the big band sections (trombone, saxophone, trumpet, rhythm section) must prepare, as a solo piece, a standard from the American Songbook repertoire, including improvisation, on a chord progression of their own choice. Percussionists of the classical section do not have to prepare a solo piece, but must prepare **all** pieces from the JM orchestra excerpts list. Bass guitar and jazz double bass together form one position in the orchestra, Candidates should therefore audition on both instruments and prepare the orchestra excerpts for both instruments. The jury makes a selection from the repertoire that the Candidate will play during the audition. JM provides a pianist to accompany the solo piece. For the standard, the Candidate must bring a lead sheet with a chord progression or an accompanying recording (MP3 format) on a CD or USB stick for the pianist. Candidates may also bring their own pianist. With the exception of harpists, who also have a free choice of solo work, percussionists, keyboardists and (bass) guitarists, the use of piano accompaniment for the solo work is mandatory during live auditions. JM's pianist practices with the Candidate just before the auditions. Candidates are required to bring a score for the pianist.
- 3.6 Auxiliary instruments: Candidates will audition only for the main instrument. Playing auxiliary instruments is not compulsory, with the exception of bass guitarists who must also be able to play jazz double bass. Candidates for positions for which auxiliary instruments may also be needed, must tick the relevant auxiliary instruments on the application form if they can play these instruments and have them available.
- 3.7 Candidates invited to audition via video must upload two videos before the stated deadline. One video must include a recording of the full list of orchestra excerpts played by the Candidate in the exact order as stated in the JM orchestra excerpts list. The orchestra excerpts must be recorded in one take and may not be edited or modified. The other video should contain the (approximately) first five minutes of the solo piece played by the Candidate from the JM solo pieces list and, in the case of trombonists, saxophonists, trumpeters, and Candidates for the rhythm section, the standard of their choice. The solo piece and standard must also be recorded in one take and may not be edited or modified. It is recommended that the solo piece and standard be accompanied by piano (except harpists and percussionists).
- 3.8 The audition jury consists of at least two experts such as:
 - a professional musician for the specific instrument and / or orchestra section for which the auditions are organised;
 - a representative from or on behalf of the Organisation;
 and can be supplemented by one or more experts.
- 3.9 The Organisation will film all JM auditions. These recordings will be used to facilitate consultation between judges or to compare auditions of different Candidates during the discussion of the audition results. Recordings will be kept for this purpose only and will not be shared with third parties or made public, and will be destroyed at the end of the membership year for which the Candidate auditioned. Candidate agrees to this by agreeing to these regulations.

Candidates have the option to request the recording of their own audition. The recording will only become available after the announcement of the audition results per instrument group.
- 3.10 Candidates are allowed to bring a representative from their conservatoire to attend the audition for coaching purposes. Candidates are allowed to bring their own pianist to accompany the solo work. These representatives and pianists can only attend / supervise auditions of their own students, are not allowed to consult with the jury members and are not present at the deliberation of the jury. Other people may not attend the auditions.
- 3.11 Candidates must be present on time for their audition. A Candidate who arrives late to the audition may be excluded from participation. In the event of a travel delay or medical issues, Candidates must leave a message on the voice mail and in the email of the Audition Coordinator or Producer. Name and contact details of this person(s) will be announced prior to the auditions. If the Coordinator / Producer does not

receive an absence notice, this will be noted in the Candidate's JM file. This note may have negative consequences for the Candidate's future involvement with JM.

- 3.12 Travel and any other costs in connection with the audition are at the expense of the Candidate. These costs cannot be claimed from the Organisation.

4. Membership

- 4.1 Membership of JM is open to musicians who are at least 18 years old but less than 27 years old who are studying at a conservatoire in the Netherlands or who have the Dutch nationality and are studying at a conservatoire outside the Netherlands. Candidates become a member of JM after acceptance by the audition jury and participation in at least one JM project. Membership lasts one year.
- 4.2 JM members whose Membership has expired may apply and audition for a new Membership, as long as they meet the requirements set out in Article 3.2 of these regulations.
- 4.3 At the end of their Membership, former JM members can still be invited to JM projects in the event of vacancies or for special projects.

5. Participation in JM projects

- 5.1 JM projects are open to any musician who has been accepted after a successful audition and who meets the conditions for JM auditions and Membership. JM projects are intended as a learning and development experience for the Participants. Projects are open to musicians from all possible cultural, social, economic, religious and political backgrounds. The Organisation welcomes applications from musicians with disabilities who meet the usual criteria for participation in auditions and projects and will make every effort to enable participation.
- 5.2 The Organisation keeps the costs of participation in JM projects as low as possible and these projects are often free. In addition to orchestral experience in rehearsals and concerts, Participants also receive coaching, workshops and organisational support.
- 5.3 For special projects (such as an international tour), the Organisation may request a financial contribution from each Participant. Any mandatory contribution is stated in advance on the JM website and the application form. Travelling with the entire Orchestra during JM projects is organised and paid for by the Organisation and covered in part by the aforementioned contributions from the Participants. Costs for coaching, workshops, concerts and accommodation are paid by the Organisation.
- 5.4 The Participant prepares all aspects of the programme before the start of the JM project. This includes studying and listening to the music to be played.
- 5.5 Selected Candidates and members of JM are bound to participate fully in the project(s) concerned. Participants may miss a rehearsal or concert, or any part of a rehearsal or concert, only because of illness or urgent family issues (first- or second-degree relatives). It is at the discretion of the Organisation whether the stated reason for missing a rehearsal or concert is valid. Cancellation or absence from a rehearsal or concert without good reason may lead to exclusion from the project and / or future JM projects.
- 5.6 The Participant must be at his / her place in the Orchestra at least ten minutes before the start of rehearsals and concerts. The Organisation provides schedules to Participants. These can change during the project; Participants must inform themselves about the schedule and any changes. The Organisation has the right to organise, change or cancel rehearsals and concerts at short notice.
- 5.7 The Participant agrees to participate without financial compensation in all rehearsals (including public rehearsals), concerts (orchestral and chamber music) and publicity and other events (such as for sponsors and performances at unusual concert venues) planned by the Organisation in conjunction with the JM projects in which he / she participates. The Participant grants the Organisation permission in advance to make video and audio recordings (hereinafter: Recordings) and / or photos (hereinafter: Photos) of all his / her performances during participation in JM projects (i.e. during rehearsals, concerts and recording productions).

The Participant hereby and in that case and irrevocably – if possible in advance – transfers to the Organisation all current and future unconditional and unrestricted intellectual property rights with regard to his / her performances, the Recordings and the Photos and / or (compensation) claims arising from his / her participation in JM Projects, Recordings and Photos, and the Organisation hereby accepts this transfer. Insofar as the Copyright Act (and / or the Related Rights Act) permits, the Participant hereby irrevocably and unconditionally relinquishes his / her claims to his / her personality rights within the meaning of Article 25 of the Copyright Act (respectively Article 5 of the Related Rights Act).

The Organisation therefore obtains the exclusive, transferable and all-encompassing right to use the Recordings and Photos or parts thereof worldwide and for an indefinite period, whether or not in edited form via all current and future technical means, itself or by third parties, which in any case involves disclosure, duplication, recording, processing, making available and distribution in the broadest sense of the word, and / or making the Recordings and Photos public or having them made public, to broadcast or having them broadcast, linear or non-linear via the Internet or other fixed and / or mobile networks and / or to reproduce the Recordings or have them reproduced mechanically as sound and / or image carriers, or at least exploit the Recordings or have them exploited, as well as to receive money that results from this usage.

The Participant is not permitted to reproduce, distribute or in any way make public Recordings or parts thereof without the prior written consent of the Organisation. The Participant is not permitted to make audiovisual Recordings of rehearsals and performances organised by the Organisation, or have them made, without prior written permission from the Organisation. The Organisation has the right to use the Photos, name, portrait, position and biographical details of the Participant in publications about the JM projects, programmes, sleeves, boxes, inlay cards or other packaging materials and on the materials and in digital or other media intended for promotional and publicity purposes aimed at the exploitation of the Recordings. The Organisation is entitled to settle all costs associated with a JM project and its recording production against any income received by the Organisation from the exploitation of Recordings of that JM project. It is not to be expected that a positive balance will be realised after settlement of those costs; partly for this reason the Participant will not be able to claim compensation for the permission, transfer and / or exercise of his / her exploitation rights granted in this article. In the unforeseeable event that the Organisation generates a credit balance from the exploitation of a Recording after deduction of the costs attributable thereto, the Organisation will approach the Participants who participated in that Recording to provide them with fair compensation. The Organisation will endeavour to make a copy of the Recordings available to the Participant for study purposes. The transfer of rights described in this article does not affect any compensation claims for the Participant that arise directly from legal obligations, such as the collectively exercised claims against Stichting SENA or NORMA for performing artists or private copying fees.

- 5.8 All intellectual and / or industrial property rights relating to the publicity material of the JM projects rest with the Organisation. The Participant is not permitted to publish and / or reproduce or otherwise use this material or make it available to the public, including via so-called social media such as but not limited to Facebook, Twitter, LinkedIn, without the prior written consent of the Organisation. Linking, sharing or embedding material published by JM, however, is permitted and encouraged. Publicity and contact with the media in connection with participation in JM projects will only take place after prior approval has been obtained from the Organisation concerning the timing and content of the communication.
- 5.9 Participant agrees to play his / her own instrument(s) during JM projects and auditions and ensures that this (these) is (are) in good working order. Drummers and pianists are exempt from this clause. The Organisation provides the necessary percussion instruments and / or piano.
- 5.10 Participation in JM projects is entirely at the risk of the Participant. The Organisation does not accept any liability for the loss or damage of personal belongings, nor for any personal injury suffered, except as a result of intent or gross negligence. The Participant therefore indemnifies the Organisation against liability for damage that the Participant may suffer as a result of his / her participation in a JM project, unless this damage is the direct result of intent or gross negligence attributable to the Organisation. This exclusion of liability also applies to serious damage types such as all possible damage as a result of injury or death. If, nevertheless, liability of the Organisation must be assumed for damage to the Participant, the obligation of the Organisation to compensate such damage shall be limited to at most the amount that the insurer of the Organisation pays in respect of that damage.
- The Participant is obliged to have or to take out full insurance for his / her instrument(s), full health insurance, travel insurance and liability insurance for the duration of the entire project(s). The Organisation cannot reimburse costs for instruments, medical care, or damage or injury caused by or to third parties. The Participant indemnifies the Organisation against liability for damage that third parties may suffer as a result of an act or omission attributable to a Participant in relation to a JM project. The Participant must be adequately insured against the risk of liability for such damage.
- 5.11 The Participant agrees to be accommodated by the Organisation at suitable accommodation locations during projects. The Participant undertakes to respect the (house) rules of the transport providers, accommodations, concert halls and other locations that are used or visited during JM projects.

- 5.12 The Organisation provides Participants with a bicycle during most projects when these are organised in Apeldoorn. The Participant agrees to travel by bicycle between accommodation and concert / rehearsal location(s) during his / her stay in Apeldoorn. If the bicycle is damaged or lost due to irresponsible behaviour, the Participant will reimburse the costs to the Organisation. Participants who are unable to cycle can contact the Coordinator or Producer, they will be offered an alternative.
- 5.13 The Organisation takes care of the transport of large instruments (double basses, percussion instruments and harps) during projects. The Participant is responsible for transporting his / her instrument to the starting location of the project and for transporting it after the last activity of the project. The Organisation uses coaches or public transport for travel during projects.
- 5.14 Collective transport during JM projects is arranged and paid for by the Organisation. Transport to and from the location(s) of the project concerned before the start of a project and after completion of a project is the responsibility of the Participant and is at his or her expense. An international tour always starts and ends in the Netherlands. Travel by car is only reimbursed in consultation with the Coordinator or Producer and as long as more than one Participant is traveling per car.

6. Safety, behaviour, counsellor

- 6.1 The Organisation aims to provide a safe and inspiring environment for every Participant, employee, volunteer, visitor and other person involved in the activities, in which everyone is respected. Everyone involved is (partly) responsible for the smooth running of the projects and a good atmosphere: behave with respect and attention for others and other people's property. The line between teasing and bullying is difficult and subjective. It is not allowed to behave in such a way that another person feels bullied. The other person's judgment about this is more important than one's own judgment.
- 6.2 Discrimination, (sexual) intimidation, aggression, violence, vandalism and bullying are prohibited.
- 6.3 The use or possession of any form of drugs during JM activities is prohibited. In case of doubt regarding the use of drugs, the Organisation reserves the right to require participation in a drug test. This is partly to ensure the continued safety of other Participants. Refusal to take such a test may result in exclusion from further participation in the project and termination of JM Membership.
The use of alcoholic drinks prior to and during rehearsals and concerts is prohibited.
- 6.4 It is not permitted to invite third parties, bring them along or provide access to accommodation or rehearsal locations, collective transport or backstage areas of concert locations where the projects take place without prior permission from the Organisation.
- 6.5 Violation of the above rules or misconduct is grounds for immediate exclusion from the project and from access to the project site(s), termination of the JM Membership and / or exclusion from other JM projects. Damage is recovered from the person(s) responsible for the damage. All travel and other expenses as a result of the (direct) exclusion are for the account of the excluded person.
- 6.6 If a Participant experiences problems, he / she must report this to a staff member of the Organisation. The staff of the Organisation is committed to listening and to doing everything possible to (help) solve the problem.
- 6.7 The Organisation has an external confidential advisor, who can be approached by project Participants and employees if desired. The confidential advisor works according to a protocol that is available to project Participants. The name and contact information of the confidential advisor can be found at www.njon.nl/medewerkers.

7. Data

- 7.1 Candidates, Participants and members give permission for the processing of their personal data.
- 7.2 When applying, the Candidate must fill in all the requested information in the application portal. The Candidate confirms that all information he / she provides is correct.
- 7.3 Personal data of Candidates for JM auditions are stored in accordance with the GDPR guidelines and for a maximum period of 7 years.
- 7.4 Personal data of Participants and / or members of JM will be kept in accordance with the GDPR guidelines and kept for an indefinite period for research purposes and the Organisation's student tracking system. Data that is kept indefinitely are: name and address details, date of birth, instrument, training, auditions and orchestra experience. Other information will be deleted after 7 years. Health information and dietary restrictions will be removed after participation or upon termination of a Membership.
- 7.5 Personal data will not be shared with third parties unless explicit permission has been requested.

7.6 The Organisation takes the protection of personal data seriously and takes appropriate measures to prevent misuse, loss, unauthorised access, unwanted disclosure and unpermitted modification.

8. Conversion provision

8.1 If any part of these Regulations is not lawful, this will not affect the validity of the remaining part. Instead of the unlawful part, whatever comes closest to the intention of the relevant provision will apply.