

**DEED OF ASSOCIATION****ITALIAN REPUBLIC**

This ninth (9) day of January in the year two thousand and six.

In my chambers in Via del Giglio 14, Siena.

There appeared before me, ALFREDO MANDARINI, Notary in Siena, member of the board of the Associated Notarial Districts of Siena and Montepulciano:

- BADALAMENTI GUIDO, born in Florence on 21 July 1957, representing and acting on behalf of the University of Siena and not himself in this deed, with elected domicile for the intents and purposes of his office at the "UNIVERSITÀ DEGLI STUDI DI SIENA", established in Italy with headquarters in Siena, Banchi di Sotto number 55, fiscal code 80002070524, in accordance with the decision of the Administrative Board of 19 December 2005;

- KENDE JIRI, born in Prague (Czech Republic) on 11 August 1951, with elected domicile for the sole purposes of this deed at the University of Siena in Siena, Banchi di Sotto 55, in his role as deputy manager of the Library of said University and authorized by a specific decision of the administrative body of that institution on 19 December 2005, representing and acting in this deed not for himself but on behalf of the "FREIE UNIVERSITAET BERLIN", public body established in Germany with headquarters in Berlin (Germany), Kaiserswerther Strasse 16-18, where he is domiciled for the intents and purposes of his office;

- KLIEN PETER JOHANNES, born in Hollabrunn (Vienna) on 21 August 1970, with elected domicile for the sole purposes of this deed at the University of Siena in Siena, Banchi di Sotto 55, authorized by specific decision of the administrative body of that institution on 20 December 2005, representing and acting in this deed not for himself but on behalf of "DIE OESTERREICHISCHE BIBLIOTHEKENVERBUND UND SERVICE GMBH" (abbreviated as OBVSG) established in Austria with headquarters in Vienna (Austria), Bruennlbadgasse 17/2a, where he is domiciled for the intents and purposes of his office;

There also appeared before me Ms MASTI MONICA, born in Siena on 19 November 1959, resident in Siena, in Via Carlo Pisacane 100, chosen by all appearing as interpreter.

Said interpreter, advised by myself as notary under the law of the importance of the functions that she has been appointed to carry out, takes an oath to faithfully fulfill her duty.

Mr KENDE JIRI and Mr KLIEN PETER JOHANNES, in their abovementioned roles, declare through the interpreter that they do not speak Italian and request this contract to be written in English as well as Italian as a public deed; the interpreter informs me of this in Italian as follows:

"The appearing parties, whose personal identity, status and representation I, the Notary, am certain of, representing bodies with respective headquarters in Italy, Germany and Austria where said bodies are also established, who with this deed  
agree and stipulate as follows:

**Art. I. Name**

In accordance with the Italian Civil Code the appearing parties establish between them an international non profit association named

**"IGeLU - International Group of Ex Libris Users",**

hereinafter referred to as "IGeLU".

The Association is established for an indefinite period. All bodies who formally join the Association by 30 April 2006 will have the status of "founding members" for all purposes, declaring acceptance of such status;

## **Art. II. Aims**

The Association has the aim of:

1. providing an open and transparent organization for all users of all Ex Libris Ltd. software products;
2. promoting information exchange among institutions that use Ex Libris products in order to enhance their library services by sharing information, documentation and resources;
3. providing networking opportunities for Ex Libris product users;
4. coordinating and prioritizing requests for the development and documentation of Ex Libris products and support by Ex Libris;
5. representing the user community in dealings with Ex Libris and other relevant bodies;
6. submitting proposals for projects to any national or international funding institution either autonomously, or in cooperation with similar national or international organizations.

## **Art. III . Membership**

1. Membership shall be open to any body and/or organization or group of bodies and/or organizations that:
  - a. use one or more of Ex Libris' products under the terms of a contract;
  - b. agree in writing to the Statute of IGeLU;
  - c. pay the annual membership fee;
  - d. designate a contact person to represent the body/organization(s).
2. There shall be only institutional and no individual membership.
3. The financial year ends on 31 December each year.

Members whose dues remain unpaid three months after the end of the financial year shall lose their status as members of the Association.

4. Lapsed members will be reinstated upon full payment of dues for the current year.
5. Members may resign their Membership of IGeLU at any time in writing to the Chair.
6. IGeLU members have access to all available IGeLU documentation.
7. IGeLU members can participate in the activities of the organization, including in working and focus groups.
8. Each membership carries with it one vote in the IGeLU elections and in any voting procedure.
9. IGeLU members have the right to a reduced registration fee for the Annual Conferences for a certain number of attendees.
10. Other interested parties can be invited to participate, with guest status, in the IGeLU Conferences and/or projects sponsored by IGeLU at the discretion of the Steering Committee.

## **Art. IV . Organization**

### **1. - THE ORGANS -**

- a. The Assembly of Members
- b. The Steering Committee
- c. The Chair

### **2. - THE WORKING GROUPS -**

The activity of the Members of IGeLU shall be carried out without monetary consideration.

## **Art. V. Assembly of Members**

1. The Assembly of Members is open to all members of IGeLU.
2. The Assembly of Members shall be convened by the Chair at least once a year at a venue to be decided the previous year by the Assembly itself, as described below.
3. The Assembly of Members is the only body of IGeLU that defines the aims of IGeLU and decides how to pursue them.

4. At the Annual Meeting, the Assembly of Members approve or reject the Report of the Chair on the activities of IGeLU for the past year and on the IGeLU financial report.
5. At the Annual Meeting, the Assembly of Members decide on projects and proposals related to the activities of IGeLU for the coming year, including:
  - a. the amount of the annual membership fee;
  - b. the budget for the next calendar year;
  - c. the activities to be performed by other bodies in the name of and on behalf of the Association;
  - d. the main tasks of IGeLU to be pursued by the Steering Committee and the Working Groups.
6. The Assembly of Members may also decide on the location of the next Annual Meeting.
7. The number of participants from each body and/or organization at the Annual Meeting may be limited, according to the facilities of the hosting location, it being understood that each Member can have one representative.
8. Voting procedures:
  - a. Each Member has one vote.
  - b. A quorum of one third of all Members is needed to validate the decisions of the Assembly of Members.
  - c. Members not attending the Annual Meeting may give to a third party their authorization in writing for a proxy vote, to be presented to the Chair at the beginning of the Annual Meeting and in any case before voting takes place.
  - d. Motions are passed by a majority of the members present at the Annual Meeting.
  - e. In the case of a tie, the motion is withdrawn.
  - f. A resolution to amend the Statute or dissolve the organization requires a vote of the membership in which 2/3 (two thirds) of the Members cast a vote, and a simple majority of those voting approve the resolution.

#### **Art. VI. Working Groups**

1. The primary work of IGeLU shall be organized in Product and Special Interest Working Groups.
2. There shall initially be Product Working Groups for ALEPH, MetaLib and SFX. Thereafter Members of IGeLU can organize themselves in Product Working Groups for any other Ex Libris product.
3. Members of IGeLU can organize themselves in Special Interest Working Groups for any field of interest (public libraries, consortia etc.).
4. New Product and Special Interest Working Groups must inform the Steering Committee in writing of their establishment.

#### **5. Product Working Groups**

- a. The Product Working Groups shall be responsible for:
  - a.1. organizing the content of the Annual Conferences in collaboration with the Steering Committee and other Working Groups;
  - a.2. working on enhancement requests and in focus groups with Ex Libris;
  - a.3. maintaining product communication between Product Working Groups and with the National User Groups for products of special interest;
  - a.4. raising issues of importance with the Steering Committee.
- b. The Product Working Groups shall organize themselves in a suitable manner in order to fulfil the above mentioned tasks.
- c. The Product Working Groups shall select a Coordinator who is responsible for:
  - c.1. the general organization of the Working Group;

- c.2. keeping the Steering Committee up-to-date with all activities of the Working Group;
- c.3. coordination of communication with Ex Libris through the Steering Committee;
- c.4. processing of enhancement requests submitted by IGeLU members;
- c.5. the work of joint Working and/or Focus Groups with Ex Libris;
- c.6. reporting to the Assembly of Members at the Annual Meeting about activities of the Product Working Groups during the past year.
- d. In case the Product Working Group fails to select a Coordinator or in case the Coordinator does not fulfil his/her duties, a member of the Steering Committee will take on the responsibilities of the Product Working Group Coordinator until a new Coordinator is selected by the Working Group.

## **6. Special Interest Working Groups**

The Special Interest Working Groups may organize themselves in the same way as the Product Working Groups or can work in a less formalized manner.

## **Art. VII. Steering Committee**

1. The Steering Committee shall consist of 5 (five) members besides the Chair and the immediate Past Chair. In case of a tie the vote of the Chair in office will be counted twice.
2. The Steering Committee takes responsibility for the user needs concerning all Ex Libris products and the whole of the international community of users, authorizes all official statements of IGeLU, takes initiatives to promote the goals and objectives of the Association and is especially responsible for tasks assigned to it by the Assembly of Members, namely for:
  - a. general organisation of Conferences and the Annual Meeting;
  - b. general supervision of the affairs of the Association between and at the Annual Meetings;
  - c. general supervision of the activities of the Working Groups;
  - d. responsibility for the Product Working Groups' activities, including the communication of their concerns to Ex Libris;
  - e. organizing the enhancements request procedures, in collaboration with IGeLU Working Groups;
  - f. initiating joint focus groups with Ex Libris in collaboration with the Working Groups;
  - g. general communications and negotiations with Ex Libris;
  - h. general communications with the National User Groups;
  - i. providing communication channels including the official IGeLU website;
  - j. organization of mailing lists and other functionalities for sharing communication between IGeLU members;
  - k. submitting the annual budget proposal and the financial activities report for the past year at the Annual Meeting;
  - l. submitting a report on the activities of the Steering Committee since the last Meeting.
3. The Steering Committee is responsible for maintaining a conservatively balanced budget. No expenses should exceed the current assets of the Association's account.
4. The Steering Committee may appoint a Treasurer among the Steering Committee members.
5. Nominations and Elections:
  - a. The Steering Committee shall issue a call for nominations of candidates for vacant positions of IGeLU Chair and Steering Committee members at least sixty days in advance of the Annual Meeting.
  - b. Candidates may be nominated or may propose themselves during this period and/or at the Annual Meeting.

- c. The members of the Steering Committee shall be elected by the Assembly of Members for a two year term according to the rotation system described in art. XV.3.. In the years when the election of a new Chair takes place, the election of new members of the Steering Committee can take place only after the election of a new Chair is completed and the result announced.
- d. In case a member of the Steering Committee steps down, the new member will be elected by the following Assembly of Members.
- e. In the case of non-fulfilment of duties, a member of the Steering Committee can be voted out of the Steering Committee by the Assembly of Members during the Annual Meeting with a majority of two thirds of members present. The proposal for voting out a member of the Steering Committee can be issued by any member of IGeLU and has to be presented with written reasons for the proposal at least sixty days in advance of the Annual Meeting.
- f. The voting is done by secret ballot.
- g. A member of the Steering Committee can serve for a maximum of three consecutive terms.

#### **Art. VIII. Chair**

1. The Chair shall function as an Administrator.
2. The Chair is responsible for the activities of the Steering Committee, as general supervisor of said activities.
3. The Chair represents the Association in communications with Ex Libris and with other organizations and institutions. If necessary, IGeLU can be represented by any other member of the Steering Committee, with appropriate means.
4. In case the Chair steps down, the Steering Committee appoints a new Chair, from its ranks, who will remain in charge until the following Assembly of Members.
5. The Chair organizes the necessary secretarial support.
6. At the Annual Meeting the Chair presents a report on IGeLU activities of the past year, including financial activities, and a draft budget for the following year, as proposed by the Steering Committee.
7. The Chair is elected among the candidates present at the Annual Meeting by the Assembly of Members for a three year term according to the procedure established in Art. VII. 5.
8. This voting is done by secret ballot.
9. The Chair can serve for a maximum of three consecutive terms.
10. At the election of a new Chair, the past Chair will serve one more year on the Steering Committee as Past Chair.

#### **Art. IX. Relationship with the National User Groups**

A close relationship to the National User Groups of all Ex Libris products shall be an important part of the organization with the special commitment of the Steering Committee and the Coordinators of the Product Working Groups.

#### **Art. X. Seat**

The seat of IGeLU is initially in Siena, (Italy), at the University of Siena, Banchi di Sotto, 55. Thereafter the seat will reside at the home institution of the Chair in office.

#### **Art. XI. Funds**

1. IGeLU is a non-profit organization.
2. The financial resources of IGeLU are constituted:
  - a. of the annual membership fee, which shall cover ongoing expenses for secretarial support and contribute to the costs of the Annual Meetings and costs related to activities as determined by the Assembly of Members. The annual fee will be proposed by the Steering Committee and approved by the Assembly of Members.
  - b. of the registration fee for the Annual Meeting, which shall be agreed between the Steering Committee and the institution that hosts the Conference.

- c. of funds received from private donors and private or public institutions, subject to the approval of the Steering Committee.
3. Membership of IGeLU does not oblige the member institutions to any other expenses beyond the annual fee approved by the Assembly of Members.

#### **Art. XII. Commitments**

1. The Association can represent its members but not the software producer.
2. The Association shall not be bound by nor committed to any deed, fact, action or statement, by an individual member, officer, working group, or other duly constituted group, unless such commitment is approved in advance in writing by the Steering Committee.
3. A commitment, action or statement approved by a simple majority of the Assembly of Members voting in open session at the Annual Meeting shall not be subject to the abovementioned requirement of prior approval by the Steering Committee.

#### **Art. XIII. Amendments**

1. Changes to the Statute must be proposed in writing by the Steering Committee or by any member of IGeLU.
2. Printed notice of any proposed changes shall be published in a designated place (IGeLU list serve and website) at least thirty days before the proposed amendments are submitted to the Assembly of Members.
3. A resolution to change the Statute requires the majority described at Art.V, point 8.f.

#### **Art. XIV. Dissolving the organization**

1. A resolution to dissolve the organization requires the majority described at Art.V, point 8.f.
2. The Assembly of Members that resolves to dissolve the Association shall decide on the distribution of any remaining funds and property, taking into account that the funds and property cannot be handed over to private individuals under any circumstances.

#### **Art. XV. Interim provisions**

1. The first Chair will be appointed by the Founders attending the deed of association.
2. Within one year the Chair shall convene the first Assembly of Members for the elections of a new Chair and of the Steering Committee.
3. After the first election of the Steering Committee, two members of the newly elected Steering Committee are chosen by lot, whose term is set to one year only.
4. All ballots can be conducted electronically.
5. All matters not covered by this Statutes shall be decided in accordance with the rules of the Italian Civil Code.

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Taking advantage of the interim regulations above, the appearing parties nominate Mr GUIDO BADALAMENTI, identified above, as Chair of the Association, who shall have all ordinary and extraordinary administrative powers and the power to delegate them until a new Chair takes office at the first Annual Meeting.

All the expenses, duties and taxes incidental to and resulting from this deed are presumed to amount to 1,800.00 Euro (one thousand eight hundred point zero zero) and will be paid by the Association.

Upon request I, the Notary, have received this deed, the majority of which has been typed by a person I trust and the minority of which has been written by myself by hand, consisting of eight protocol sheets of which thirty-two pages have been filled thus far, that has been read by myself the Notary in Italian and of which the English translation has been read by the interpreter. The appearing parties called by me, directly and via the interpreter, declare that it conforms to their wishes, approve and sign it together with myself the Notary and the interpreter.