

EURIG – Cooperation Agreement

Name and purposes

Article 1 EURIG is the European RDA Interest Group. The working language of the group is English. EURIG is represented by its Chair.

Article 2 EURIG exists

- To promote the common professional interests of all users, and potential users, of “RDA: Resource Description and Access”, in Europe;
- To provide a forum in which prospective European users of RDA can participate;
- To encourage and promote co-operation, communication and the exchange of experience among prospective users in order to facilitate implementation of RDA in Europe;
- To disseminate information and co-ordinate proposals for the development of RDA according to the bibliographic needs of European libraries and users by working closely with the Joint Steering Committee for Development of RDA.
- To encourage and promote co-operation in the translation of RDA into European languages by the exchange of experience.

The Members of EURIG work closely together to achieve these goals.

Membership

Article 3 Any European national library and/or bibliographic centre or other institution which is responsible for the use and implementation of the cataloguing code in its country may be a member of the Group. However, there is no absolute right to membership and whether or not a party is permitted to become a member shall be in the sole discretion of the Executive Committee.
Other institutions and organisations with an interest in the use and implementation of cataloguing codes in Europe can also be members subject to the sole discretion of the Executive Committee.

Article 4 The membership of any member begins when the Executive Committee has accepted the application. Applicants have to send a written application to the Executive Committee for acceptance. The Executive Committee confirms acceptance / refusal within 4 weeks.

Article 5 Any individual nominated by a member institution is entitled to attend all scheduled meetings of EURIG, participate in all discussions, make motions and serve on Working Groups.
There is no limitation on the number of participants per institutional member who may participate in any activity or committee of EURIG.

The Executive Committee may decline applications for membership that do not satisfy the provisions of Article 3. Even if applicants satisfy the provisions of Article 3, there shall be no absolute right to membership. Whether or not membership is granted to the applicant will be in the sole discretion of the Executive Committee.

Article 6 Any member is free to withdraw from EURIG at any time without notice. Withdrawal of a member shall not result in a dissolution of EURIG and the termination of the Cooperation Agreement for the other members respectively.

Article 7 Membership of EURIG is free. Members are responsible for meeting costs and expenses incurred by the attendance of the individuals nominated by it at meetings, etc.

Structures

- Article 8* The operational structures of EURIG are
- The General Meeting of the Members;
 - The Executive Committee;
 - The Working Groups.

These structures are further described in Articles 10-21 below.

- Article 9* EURIG members will seek to reach decisions by common consent. If any member so requests, his/her reservations about a decision reached by common consent will be recorded. If there is no consensus a decision may be reached by a vote of the members.

The affirmative vote of a majority of the designated representatives in person or online shall be the act of all members.

Voting is restricted to one designated representative per member institution.

Each institution must identify its designated voting representative to the Chair of the Executive Committee prior to the beginning of any EURIG meeting. The designated voting representative of each member institution has one vote of equal weight.

Decisions are made by majority vote of all designated voting representatives. The Chair has the deciding vote if the result of the voting is evenly divided.

General Meeting of the Members

- Article 10* EURIG pursues its objectives via General Meetings of the Members. The General Meeting of the Members is held annually in a different European country. Date and location of the next meeting is decided upon at previous year's meeting. Special meetings as well as email meetings or teleconferences may be convened by the Executive Committee at the request of any member if needed in between the annual meetings.

Members shall be notified in writing by the Executive Committee at least 60 days before the date fixed for a General Meeting of the Members. The notice shall include the items on the agenda.

- Article 11* Duties of the General Meeting of the Members include, but are not limited to:
- Nominate and elect the Executive Committee members;
 - Fix objectives for the Executive Committee;
 - Ratify the minutes of the last General Meeting of the Members;
 - Discuss and approve proposals of the members;
 - Modify the Cooperation Agreement.

- Article 12* The Chair of the Executive Committee also chairs the General Meeting of the Members. The Secretary of the Executive Committee shall produce written minutes of each meeting which shall be the formal record of all decisions taken. They shall send this draft on behalf of the Chair to all members within 30 calendar days of the meeting. Amendments to the minutes shall be emailed to the Secretary, who will collate them and produce a new draft for circulation to all members. The minutes shall be considered as finalised and approved if, within 15 calendar days from sending, no member institution has objected in writing to the Chair with respect to the accuracy of the final draft to the minutes. If there are amendments, they shall be integrated in the text of the minutes and marked clearly. That version of the minutes shall be submitted for acceptance at the next General Meeting of the Members. The minutes shall be accepted if a majority of designated representatives is in favour.

Article 13 The General Meeting of the Members has the authority to dissolve EURIG at any time if a majority of two-thirds of all designated members votes to do so.

Executive Committee

Article 14 The Executive Committee of EURIG shall consist of

1. The Chair Person;
2. The Vice-Chair;
3. The Secretary

They are nominated and elected by the General Meeting of the Members.

Article 15 Members of the Executive Committee are elected for a two-year term. A member having served one term can be elected for another post in the Executive Committee. A member may not serve consecutive terms in the same post, but may be re-elected to a post after an interval of at least 1 year.

Article 16 Duties of the Executive Committee include, but are not limited to:

- Plan the General Meetings of the Members and prepare the agenda for the annual meeting;
- Call annual and special meetings of members including email meetings;
- Accept or refuse applications for membership;
- Disseminate appropriate information to the members pertinent to the interests and purposes of the organization and in particular to monitor European RDA projects;
- Take charge of all matters relevant to EURIG;
- Delegate individuals to represent EURIG as necessary
- Set up or dissolve working groups;
- Set the charge for working groups

Article 17 Additional duties of the Chair include, but are not limited to:

- Schedule all General Meetings of the Members / Executive Committee;
- Preside at the General Meeting / the Executive Committee meeting;
- Give a report of the activities of the previous year at the annual meeting;
- Propose a substitute / interim Secretary in case of their incapacity.

Article 18 Additional duties of the Vice-Chair include, but are not limited to:

- Assist in the discharge of the duties of the Chair. In the absence or incapacity of the Chair, the Vice-Chair shall assume the duties of the Chair.

Article 19 Additional duties of the Secretary include, but are not limited to:

- Assist the Chair in preparing the general annual meeting;
- Take the Minutes of the meetings and send them on behalf of the Chair to all members;
- Disseminate the decisions and information from the meetings.

Working Groups

Article 20 Institutional members can propose Working Groups when a special topic or issue relating EURIG needs to be addressed. They will be set up at the annual membership meeting.
Working Groups shall be made up of individuals with relevant expertise.
Each Working Group is managed by a Chair, selected by a General Meeting of the Members.
Chairs of Working Groups are appointed for the duration of the task for which the Working Group was formed.
A person cannot be Chair of more than one Working Group at a time.
The Working Groups are responsible for organizing themselves under the direction of the Chair of Working Group.
The Secretary may not act as Chair of a Working Group.
A Working Group is dissolved when its work is finished.

Article 21 Duties of each Working Group:

- To discuss issues proposed for discussion by the Executive Committee and to propose recommendations to be communicated to the JSC;
- To identify areas of further consideration within a specific area of study;
- The Chair of a Working Group is obliged to report at the General Meetings of the Members on the developments and results of the work of the Working Group.

Final Clauses

Article 22 Neither the Members, nor the Executive Committee nor any of its members shall be entitled to represent, or act or to make legally binding declarations on behalf of, any other member. Nothing in this Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping, company or any other kind of formal business grouping or entity between the Members.

Neither EURIG nor any of the Members of EURIG nor the Executive Committee or any of its members shall be permitted to enter into any contractual arrangements or other commitments for EURIG or on behalf of the Members of EURIG (including, but not limited to, contracts relating to the provision of procurement of services by EURIG). In particular, neither EURIG nor the Executive Committee nor any of its members nor any Member shall be permitted to undertake any financial obligations neither for EURIG nor for the Members of EURIG or to borrow money which shall include, but not be limited to, taking a mortgage, obtaining a loan from a bank, third party or one of the members.

Members of EURIG are not liable for costs or losses incurred or damages caused by the actions of other members or the Executive Committee or any of its members. Liability of Member shall be on a severable basis that means that every Member of EURIG is liable for only their respective obligations.

EURIG shall not be permitted to undertake any financial obligations neither for EURIG nor for the Members of EURIG and not to borrow money which shall include, but not be limited to, taking a mortgage, obtaining a loan from a bank, third party or one of the members.

Neither EURIG nor any of the Members of EURIG shall be permitted to enter into any contractual arrangements for EURIG or on behalf of the Members of EURIG (including but not limited to contracts relating to the provision of procurement of services by EURIG)

Members will not be permitted to hold any property on behalf of EURIG.

Members will not deal in any personal data as defined within the meaning of the Data Protection Act 1998. It should maintain a reference to any Data Protection Laws of the EURIG members

Article 23 Ancillary agreements, amendments or additions hereto must be made in writing.

Article 24 The above Agreement has been adopted by the majority of members via email. It comes into force immediately upon adoption and shall, where applicable be governed by Swiss law.

Any dispute or claim arising out of, relating to, or in connection with this Cooperation Agreement, as well as non-contractual claims, shall be first submitted by the Parties in writing to the Executive Committee, who shall promptly meet and confer in a good faith effort to resolve such dispute.

In the event that the Executive Committee is unable to resolve such dispute within ten (10) days after receiving submission and the Members have not agreed to an extension of time, either Member may then refer such dispute to arbitration.

Any controversy or claim arising out of, relating to, or in connection with this Cooperation Agreement, as well as non-contractual claims, that have not been resolved by negotiation shall be resolved through binding arbitration pursuant to and in accordance with WIPO Arbitration Rules (the "Rules") by a Arbitral Tribunal of three arbitrators, appointed in accordance with the Rules.

The Arbitral Tribunal shall decide in accordance with the governing law of Switzerland. The place of the arbitration shall be Geneva (Switzerland) at WIPO Arbitration and Mediation Center and the language of the arbitration shall be English.

Prior to the commencement of the arbitration, each Party shall be entitled to take limited discovery, including the rights to request a reasonable number of documents, to serve no more than twenty (20) interrogatories and to take no more than three (3) depositions. Any disputes concerning this limited discovery shall be decided by the Arbitral Tribunal.

The reasonable fees and expenses arising out of any arbitration (including, without limitation, the costs of the arbitrators selected and attorneys fees and disbursements) shall be paid by the losing Party or, in the event that the arbitrator's decision partially favours each Party, as determined by the Arbitral Tribunal.

The arbitration award shall be specifically enforceable under prevailing law. Any award rendered by the arbitrator shall be final, binding and enforceable by any Party to the arbitration, and judgment may be rendered upon it in accordance with the applicable law in a court of competent jurisdiction.

Article 25 A first EURIG temporary Executive Committee is set up to plan and announce a first annual meeting of the group in 2011. That temporary Executive Committee will be replaced by the first elected Committee.

Lynne Brindley (British Library)

Elisabeth Niggemann (Deutsche Nationalbibliothek)

Glòria Pérez-Salmerón (Biblioteca Nacional de España)

Gunnar Sahlin (National Library of Sweden)

Date