PARTNERSHIP AGREEMENT

BY AND BETWEEN THE FOLLOWING PARTIES:

Jožef Stefan Institute, Jamova cesta 39, 1000 Ljubljana, Slovenia
(hereinafter referred to as “Coordinator”)

and

Party/Member, Address

jointly and individually hereinafter referred to as "Party or Member" or "Parties or Members"

Article 1
Preliminary observations

The Parties to this Agreement initially note that by concluding this Agreement, the Parties enter into a contractual partnership called EUROPEAN LEXICOGRAPHIC INFRASTRUCTURE Association or ELEXIS Association.

Article 2
Objectives and activities

The objective of the ELEXIS Association is organisation and coordination of activities related to lexicography, and activities related to natural language processing tasks on the topic of semantics, insofar they are of interest to lexicography.

To this end, the ELEXIS Association seeks to engage in:

- the development of lexicographic tools and (web) services,
- the exchange and/or linking of lexicographic data,
- the development of lexicographic standards facilitating the interoperability of lexicographic data,
- scientific research on lexicography and semantics, including the organisation of conferences, the engagement in research projects and similar,
- the exchange of expertise including the organisation of training, research visits and similar,
- all other activities which contribute to its aims.

Article 3
Services and activities

The detailed scope of services and/or activities, in line with the objectives in Article 2, including possible financial arrangements and allocation of ownership and terms of exercising, protection

and exploitation of results, must be agreed between the Parties of this Agreement and specified in a separate written document.

Article 4
Board of Representatives

The Parties shall establish the Board of Representatives, within thirty (30) days after the conclusion of this Agreement. The Board of Representatives shall be composed of one (1) authorised representative of each Party. Parties appoint their representatives in accordance with and in the manner determined by their internal affairs acts.

The Board of Representatives:

- The Board of Representatives advises and decides on important matters relating to this Agreement, ELEXIS Association and its activities.
- It decides on activities, fees and other contributions, establishes the text of the Agreement, accepts or rejects new candidate Members, establishes the action lines and performs other activities.
- The Board of Representatives shall be chaired by the President of the Board.
- The Board of Representatives selects the President among its members by a majority of votes, for a two-year period.
- The President selects a Deputy among the members of the Board of Representatives who takes the duties of the President in her/his absence.
- It is called by the President to convene the Board of Representatives at least once a year.
- All Members must receive at least four (4) weeks' advance written notice of Board of Representatives session.
- Board of Representatives decisions are based on a simple majority of the votes of the representatives. The session is quorate if the majority of representatives of the Board of Representatives are present.

Article 5
Membership

An institution wishing to become a Party to this Agreement and a Member of the ELEXIS Association must apply for membership by sending an application letter to the Coordinator.

The admission of the candidate institution is decided by the Board of Representatives by a majority vote, not later than three (3) months after the receipt of application.

Article 6
Coordinator

The Coordinator shall have the following functions:

- keeping the address list of Members and other contact persons updated and available;
- administration and provision of the President of the Board of Representatives and follow-up of Board’s decisions;

- transmission of any relevant documents and information connected with this Agreement;
- any other duties that are agreed on between the Board of Representatives and the Coordinator.

Article 7
Administrative fee

The Coordinator shall be entitled to receive an annual administrative fee from each Party of this Agreement for performing the activities as set in Article 6.

The annual administrative fee is 180 EUR.

The Coordinator will issue a separate invoice to each Party of this Agreement.

Article 8

Nothing in this Agreement shall constitute or be deemed to constitute any formal business organisation or legal entity between the Parties. Each Party shall act as independent contractor and not as the agent of any of the other Parties.

Article 9
Language

This Agreement is drawn up in English which language shall govern all documents, notices and meetings for its application and/or extension or in any other way relative thereto.

Article 10
Applicable law

This Contract shall be construed in accordance with and governed by the laws of Belgium.

Article 11
Dispute settlement

The Parties shall endeavour to settle their disputes amicably.

All disputes, controversies or differences which may arise between the Parties, out of or in relation to or in connection with this Agreement and cannot be settled amicably shall be finally settled by the courts of Brussels, Belgium

Article 12
Amendments

Amendments or changes to this Agreement shall be valid only if made in writing and signed by an authorized signatory of each of the Parties.

Article 13
Effectiveness, Term and Termination

This Agreement shall become effective upon signature by each of the Parties hereto.

This Agreement shall remain in force for a term of 3 (three) years.

A Party to this Agreement may, by written notice to all other Parties, withdraw from this Agreement and such notice will take effect 1 (one) month from the date of that notice.

Date:

Signatures:

Party/Member

Name of representative of Party/Member, Function of representative of Party/Member

“Jožef Stefan” Institute

Boštjan Zalar, director