Deliverable 1.2

Resubmission

Grant Agreement number: 250467

Project acronym: ATLAS

Project title: Applied Technology for Language-Aided CMS

Project type: ☐ **Pilot A**   **V Pilot B**   ☐ **TN**   ☐ **BPN**

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Revision	Date	Author	Organisation	Description

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0.1	12/12/2010	R.Nikolov, S.Yordanova	ITD	First complete outline of the document
0.2	20/12/2010	R.Nikolov, S.Yordanova	ITD	Draft
0.3	22/12/2010	Anelia Belogay	Tetracom	Draft, adding comments
0.4	31/01/2011	R. Nikolov, A. Antonova, I.Koychev	ITD	Draft, refinement, adding comments
0.5	24/02/2011	A.Belogay, R. Nikolov, P. Raxis	Tetracom, ITD, Atlantis	Refined draft
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1	28/02/2011	Anelia Belogay	Tetracom	1st release sent to the EC
2	20/08/2011	R.Nikolov, A. Antonova, S. Yordanova, A.Belogay, P. Raxis, A. Protopapadaki	ITD, Tetracom, Atlantis	2nd release sent to the EC

Statement of originality:

This deliverable contains original unpublished work except where clearly indicated otherwise.
Acknowledgement of previously published material and of the work of others has been made through
appropriate citation, quotation or both.

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1.   Introduction

D1.2 is a deliverable of the WP1 "Project Management" of the ATLAS project.

The ATLAS project aims to unify and integrate mechanisms for automatic annotation of important words, phrases and names, text summarization and categorization and computer-aided translation in a process of manipulating heterogeneous multilingual content in a common software platform and as a result to deliver three software-as-a-service solutions, which offer all the tools individuals and organizations need to manage their multilingual content.

The first solution, i-Publisher, adds a visualization layer to ATLAS and provides a powerful web-based instrument for creating, running and managing small and enterprise content-driven web sites. i-Publisher will be freely available as an online service and will also be used by the consortium to build two thematic content-driven web sites – i-Librarian and EUDocLib.

i-Librarian allows its users to store, organize and publish their personal works, to locate similar documents in different languages, and to easily obtain the most essential texts from large collections of unfamiliar documents.

EUDocLib is a publicly accessible repository of EU documents, which provides enhanced navigation and easier access to relevant documents in the user preferred language.

The deliverable D1.2 "Commercial agreement" contains details about:
- An agreed Commercial Agreement between the commercial partners, namely: Tetracom, ITD and Atlantis
- Annex 1- A proposal for a Statute of Foundation ATLAS
- Annex 2 - List of the software components resulted from the project together with their property rights, stated by each partner.
- Annex 3: ATLAS Consortium Members

The main objective of the deliverable is to provide a commercial framework for sustainable development of ATLAS products and services. In addition, it is a basis for business exploitation of the ATLAS project outcomes by the ATLAS commercial partners and other interested parties.

2. Overview of the ATLAS services and components

2.1 i-Publisher

The online service i-Publisher is a novel software-as-a-service solution for web content management, which allows both small and large organizations to build, deploy and manage multilingual web sites without spending time and effort to install and maintain a content management system. This service assists organizations in retrieving, unifying, and packaging heterogeneous pieces of content, and dynamically rendering them on multiple web sites. i-Publisher fosters collaboration in content creation by enabling authors, editors, and other contributors to work together.

Furthermore, the service allows web sites to be built with a point-and-click user interface by people with different expertise but no programming experience – publishers, information designers and graphic designers. Finally, web site builders may include in a newly created web site any functionality that is supported by the ATLAS platform – user management and registration, complex content work flows, versioning, authoring, publishing, and last but not least – automatic categorization, summarization, annotation, and translation of textual content.

The i-Publisher service is mainly targeted at small enterprises and non-profit organizations. Therefore, it addresses several specific requirements. The most important of these is the ability to build via a point-and-click user interface content-driven web sites, which provide a wide set of predefined functionalities and whose textual content is automatically processed, i.e. categorized, summarized, annotated, etc. With i-Publisher, publishers, information designers and graphic designers can easily collaborate. In a similar fashion, the service saves authors, editors and other contributors valuable time by automatically processing textual data and allows them to work together to produce high-quality content.

2.2 i-Librarian

i-Librarian is a thematic web site (online service), which encourages visitors to register and get a personal workspace where they can store, share and publish various types of documents and have them automatically categorized into appropriate subject categories, summarized and annotated with important words, phrases and names.

The i-Librarian web site addresses the needs of authors, students, young researchers and readers. Although most of the requirements set forth by these target groups are general, such as the ability to easily create, organize and publish various types of documents, there are also specific requirements. These include the ability to find similar documents in different languages, to share personal works with other people, and to locate the most essential texts from large collections of unfamiliar documents.

2.3 EUDocLib

EUDocLib is a publicly accessible repository of EU law documents from the EUR-LEX collection. This web site (online service) provides enhanced navigation and easier access to relevant documents in the user's language.

EUDocLib addresses the needs of people who require easier access to EU documents in their own language. Users of this web site can easily find similar documents, read the summaries of desired documents, or read extracted important phrases and words. Target user groups description

2.4 ATLAS Components

The ATLAS platform contains several independent software components – the Atlas content management system, the i-Publisher visualization layer to Atlas CMS, a text analysis engine framework, language processing chains in Bulgarian, Croatian, English, Greek, German, Polish and Romanian, a Search engine, and a Machine Translation Engine. The Annex 2 lists all tools and services resulted from Atlas project.

3. Agreement of cooperation[1]

This Agreement of Cooperation is made on ...., between:

Tetracom Interactive Solutions, Bulgaria, herein refer to as Tetracom, having its Office at 18 prof. N. Genchev Str, Sofia 1700, represented by its authorized representative Anelia Belogay, Chief Executive Officer,

Atlantis Consulting SA, Greece, herein refer to as Atlantis, having its Office at 9th Km Thessalonikis-Thermis, Thessaloniki-Greece, represented by its authorized representative Angelos Manglis, Managing Director,

Institute of Technologies and Development Foundation, Bulgaria herein refer to as ITD, having its Office at 49A, Khan Asparuh St, Sofia 1000, Bulgaria, represented by its authorized representative Prof. Roumen Nikolov, Chair of Management Board

Whereas:

A. Tetracom, Atlantis and ITD are project partners in the European ATLAS Project carried out the ICT PSP project Applied Technology for Language-Aided CMS (ATLAS) under the Grant agreement no.: 250467 called hereafter the "Contract".

B. This agreement is made in accordance with the European ATLAS Project carried out the ICT PSP project Applied Technology for Language-Aided CMS (ATLAS).

C. During the ATLAS Project the parties have gained ATLAS Products which consist of both Software and Content.

D. In accordance with the terms and conditions for EC Projects, the Parties, now express their intent to use and exploit the ATLAS Products as well as to improve and update them.

E. The parties agree the open source materials resulting from the ATLAS Project to be public and freely accessible and to be managed by the Foundation ATLAS after its establishment, including – after the end of the project. The ATLAS software components which will be released to the public will be available under the open source GPL 3 software license (http://www.gnu.org/licenses/gpl-3.0.html).

F. Articles, reports documentation, etc., will be available under the Creative Commons Attribution-ShareAlike license (http://creativecommons.org/licenses/by-sa/2.5/). In the case of ATLAS Creative Commons Attribution-ShareAlike license:

- "Licensor" means the individual, individuals, entity or entities that offer(s) the Work under the terms of this License. For the purpose of this agreement the Licensor is Foundation ATLAS;

- "Original Author" means, in the case of a literary or artistic work, the individual, individuals, entity or entities who created the Work or if no individual or entity

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[1] A draft version, approved by the partners, which needs further legislative consultations.

can be identified, the publisher. For the purpose of this agreement the Original Author of a tool is the Copyright holder (see ANNEX 2).

Definitions

Term	Definition
Creative Commons Attribution-ShareAlike licence http://creativecommons.org/licenses/by-sa/3.0/	Full text of the License is available on: http://creativecommons.org/licenses/by-sa/3.0/legalcode
Language pack	Contains language processing tools wrapped in an ATLAS package
Language processing chain	Contains language specific tools used to process a text

Now, therefore, it is hereby agreed as follows:

1. The parties agree to exploit commercially the ATLAS products, by developing and offering independently or/and/ in consortium with other parties integrated service packages for specific end-users. These service packages include software components, based on content management technologies of ATLAS products and soft components, including human efforts, customization, dissemination and target-oriented specific services (i.e. the value-added-services are considered as the main income generation source).

2. The Partners agree to promote and to offer the services irrespectively of geographic area.

Rights and Obligations of Parties

1. The parties accept to develop their own marketing analysis, commercial strategies and business plans to commercialize the ATLAS products. They agree to explore different business and non-commercial opportunities for exploitation of the ATLAS products and services.

2. The parties commit to offer independently or jointly commercial services (e.g. development, training, consultancy, integration and maintenance, user support, marketing) based on the ATLAS products (according to their IPR status) and the developed commercial strategies and business plans.

3. The parties agree to promote and advertise the offered services through different relevant channels for communicating potential customers.

4. The parties agree to inform potential clients that the ATLAS products were developed by the ATLAS project Consortium.

Table of the exploitable tools resulted from ATLAS project

Multilingual Content Management

No.	Tool	Features	License	Commercial Use	Non Commercial Use
1	ATLAS community	Base-line features: • multilingual content management • workflows • role-based user management • friendly URLs • single domain, single site • single language pack	GPL 3	free	free
2	ATLAS pro	Enterprise features: • multiple domains, multiple sites • multiple language packs support • horizontal scalability • advanced cache mechanism • scheduled back ups • content versioning • site versioning • content import and export • LDAP directory support • time based publishing support • machine translation support	GPL 3	free	free

Language Packs

No.	Tool	Source code	Commercial Use	Non Commercial Use
1	Bulgarian LP	Closed source	Commercial agreement	Commercial agreement
3	English LP	Open source / GPL 3 license	free	free
4.	Greek LP	Closed source	Commercial agreement	Commercial agreement

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5	German LP	Free as Web services/closed source	Commercial agreement	Free on request (only for academic partners)
6	Polish LP	Open source / GPL 3 license	Free/Commercial agreement[2]	free
7	Romanian LP	Free as Web services/closed source	Commercial agreement	Free on request
8	Translation models	Closed source	Commercial agreement	free on request (only for academic partners)
9	Test /evalution corpora developed during the project	Closed source	Commercial agreement	free on request (only for academic partners)

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[2] GPL 3 does not prevent the code from commercial usage provided that the source code of the commercial system is provided. This is probably not usually the case, so putting "commercial agreement" here informs potential commercial users that there can be separate commercial licenses when needed.

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Text Analysis Tools

No.	Tool	License	Commercial Use	Non Commercial Use
1	Text Analysis Platform	GPL 3	free	free
2	Summarisation	GPL 3	free	free
3	Categorisation	GPL 3	free	free
3	Cross-lingual semantic search engine	GPL 3	free	free

Table of services

No.	Service	Commercial Use	Non Commercial Use
1	i-Publisher (Atlas KMS visualization layer)	free/subscription	free
2	i-Librarian	free/subscription	free/subscription
3.	EUDocLib	free	free

Share of the Profit
In case of an individual sale related to this agreement, the following scheme for profit share between the parties based on the sale will be applied:

	A profit share %
Seller	95 %
ATLAS Foundation	5 % (in form of donation)

In case of joint sale or joint commercial project based on the ATLAS GPL 3 open source system, the three parties will ensure 5% share of the profit to be donated to the ATLAS Foundation, and will have additional agreement for the distribution of the rest 95% of the profit according to their cost burned for implementing the particular sale.

In case of a sale involving individual ATLAS components which were developed exclusively and owned by an ATLAS consortium partner organization, a fee should be paid, according to a base price defined in this Agreement (the respective table with the base fees will be defined two months before the end of the ATLAS project and will be included in an update of this Agreement by the end of the project) and possible price adjustments negotiated and agreed among the involved parties.

For the purpose of the agreement:

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Profit means the difference between the purchase price and the costs of bringing to market whatever it is being sold and is equivalent to earnings before interests, taxes, depreciations and appreciations, or operating profit (EBITDA). Possible costs include the costs of the delivered goods and/or services and any operating or other expenses or paid fees.

Entry into force and Duration

This Agreement shall come into force as of the date of its signature by the Parties. This Agreement shall be initially valid for five years from the date of signing the agreement and to be renewed subsequently by mutual consent of the parties.

Liability

The Parties shall not be liable for any special, indirect, incidental or consequential damages or for any claim against one of the Parties by any other party in connection with this Agreement. These limitations shall apply to all causes of action including without limitation breach of contract, breach of warranty, negligence, strict liability, misrepresentation and/or tort.

Insofar as the own exploitation of the ATLAS Software Products is concerned, each Parties shall itself be liable for any loss, damage or injury, may it be to own or to third parties.

Confidentiality

The Parties shall not give any technical or business information supplied by each other, and declared as confidential like source-code, computer recorded data, documentation, techniques and algorithm or any other information listed as confidential, to third parties for two years after signing this agreement.

This does not apply to information which are available to the public or for which the supplying partner has waived confidential in writing. Any Party in default of its obligations resulting from this Article shall be fully liable for any damage or loss suffered by any of the other Parties being the owner of such confidential information.

Publications, Press Releases and Promotion

Each Party shall be entitled to publish and to promote the ATLAS Software Products. However, regarding the disclosure of any business or technical information, particularly insofar as the Source Code or any Source Code information are concerned, the confidentiality article shall apply.

Settlement of Disputes

If a dispute arises from or relates to this agreement the Parties agree that upon the request of either party they will try in good faith to settle the dispute within 30 days

of that request. The parties agree that any dispute arising out or in connection with the existence or inexistence, interpretation, execution or non execution of this agreement which cannot be settled amicably shall be subject to the jurisdiction of the appropriate national court of the Party who would be the prospective defendant in the legal action.

Force Majeure

In the event of non-fulfillment of the agreement terms and conditions due to any reason of force majeure namely fires, wars, riots, strikes, natural calamities, etc., the parties shall not be held responsible for any loss or consequential loss.

Applicable Law

This Agreement shall be construed according to and governed by the laws in Bulgaria.

Entire Agreement - 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.

The Parties agree that in all other aspects the Contract shall apply. In the event that any condition of this Agreement shall be in contradiction to the Contract; then the latter shall prevail and the Parties shall agree on a valid provision which is approximate as close as possible to the originally intended provision.

Signatures:

ANNEX 1. STATUTE – ATLAS FOUNDATION

Name, Registered Office and Duration

Article 1

1. The foundation is named: ATLAS Foundation.

2. Its registered office is in Sofia, Bulgaria: <address>.

3. It is established for an indefinite term.

Objectives

Article 2

1. The objectives of the foundation are to support individuals, groups and organisations in Europe in development and exploitation (including business exploitation) of open-source, standards-based sustainable and innovative technologies and services in content management based on ATLAS system, such as i-Librarian, i-Publisher and EUDocLib.

2. The Foundation attempts to realise its objectives through:

2.1. Facilitating and providing leadership to the ATLAS developers' network (Development Group) by means of:

a. Coordinating development activities;

b. Managing software assistance;

c. Managing software issues and versions;

d. Monitoring how the software is used;

e. Monitoring developments and trends in other applications;

f. Organising 'coding sprints'[3] and 'plug fests[4]';

g. Organising and providing training;

h. Hosting software services necessary for the system to function, and the collecting of URLs required for this purpose.

2.2. Facilitating the ATLAS users' network (User Group) by means of:

a. Acting as a bridge between users and vision development (Vision Group);

b. Support and training;

c. Collating and evaluating experiences with the system;

d. Monitoring new requirements;

e. Operating Competence Development Networks, Communities of Practice and Communities of Trainers;

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[3] A code sprint is getting developers for a set amount of time – usually one to two days – and just writing code. http://drupal.org/node/247982

[4] Plug fests are group test events that allow participants to collectively test their devices with each other in accordance with a specific test plan. http://www.iol.unh.edu/services/testing/dsl/grouptest/

f. Hosting ATLAS showcases;

g. Providing information about ATLAS Foundation and its benefits;

h. Coordinating and publicising services offered by ATLAS Foundation.

2.3. Facilitating of vision for ATLAS development by means of:

a. Organising meetings to share visions together, where appropriate, with external experts;

b. Keeping the Vision Group up to date, where necessary by renewing it;

c. Motivating the Vision Group;

d. Facilitating discussions;

e. Documenting interactions;

f. Publishing results (internally and/or externally).

3. These three activity clusters are the responsibility of three leaders or leadership groups, consisting of the ATLAS aspirant partners and full partners: the Development Group leaders, the User Group leaders and the Vision Group leaders, who perform the activities as described in Article 2 section 2. The task of the Development Group can be expanded by the direct development of software through the recruitment of such developers by the Foundation. The task of the Vision Group is to support the Board (See Article 4).

4. The Foundation will facilitate participation of all ATLAS System stakeholders in the activities of any Living Lab supporting development of innovative products and services based on the ATLAS Products. For the purposes of this document a Living Lab could be defined as: "...a system enabling people, users/buyers of services and products, to take active roles as contributors and co-creators in the research, development and innovation process"[5].

5. Types of involved parties and their roles. The Foundation has three types of parties involved in its activities, with roles as follows: Subscriber, Aspirant Partner and Full Partner.

a. Subscriber

The simplest form of involvement in the Foundation is to subscribe to the objects of the Foundation by signing a declaration. This gives the subscriber a right to:

- updates on developments through mailings, such as newsletters;
- participation in forums, public meetings and Special Interest Groups;
- access to the Partner website (or parts of it).

This limited form of involvement enables the Foundation to create a sufficient size of community of involved parties that at some later point in time may wish to play a more active role. In exchange for this, the Foundation provides information,

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[5] CoreLabs Project and Living Labs Portfolio Leadership Group, Building Sustainable Competitiveness, Living Labs Roadmap, 2007-2010,
http://ec.europa.eu/information_society/events/cf/ict2008/document.cfm?doc_id=6474

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knowledge and networking opportunities. Individuals and organisations may both be subscribers. The value of an organisational involvement as a subscriber consists primarily of mutual recognition, exemplified by the use of each other's logos on websites, etc. Individual subscribers are automatically accepted by signing the aforesaid declaration whereas organisational subscribers must be accepted by the Board.

b. Aspirant Partner

The nature of the activities carried out by aspirant partners will differ according to the progress of the ATLAS project. As each project phase is completed, there will be an increasing understanding of the opportunities for ATLAS to develop a content management solution within its own organisation. At the end of the ATLAS project, activities will develop from pilots into operational implementations of the ATLAS concepts and a set of tools in the day to day work of the partners. A Memorandum of Understanding is drawn up for each aspirant partner, setting out the relationship between the partner and the Foundation. Aspirant partners can contribute to the Foundation's activities in many ways, including:

- working on the software code, maintaining the operation of a software service needed for the ATLAS system, or providing funds or personnel;

- maintaining the software used within the organisation itself, where coordination is to the benefit of both parties;

- disseminating the work of the organisation (e.g. for organisations such as OpenAIRE and Europeana);

- using the software in important activities together with institutions or user groups that can contribute to future development of the system through, for example, identifying user experiences;

- contributing to the development of guidelines for future investment and decision-making;

- developing specific software services, based on the ATLAS infrastructure, for specific e-content, e-library and educational niches.

In return, the aspirant partners define the benefits of their participation in the ATLAS activities. These are set out in the Memorandum of Understanding, and could, for example, relate to access to pre-releases of a software code, expertise of services, and participation in inter-organisational and inter-disciplinary development projects.

c. Full Partner

The representatives of the ATLAS Project consortium partners (ANNEX 3) can act as full partners. Aspirant partners can subsequently become full partners and current consortium partners are able to leave the Foundation at the end of the ATLAS project. The status of full partner is recognition of the contribution made to the Foundation through providing funding or possibly personnel. The minimum annual financial contribution is determined by the Board each year and at the time of establishment of the Foundation is set at €500 (five hundred euros). If a full partner fails to pay this, this is a ground for the Foundation to terminate the status of full partner and for the

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Board to dismiss the relevant director. In such a case, the Board may however reinstate the status of full partner if this is in the interests of the Foundation.

6. Memorandum of Understanding. The Foundation will enter into an agreement with aspirant partners which will be formalised by a Memorandum of Understanding. This Memorandum of Understanding sets out the relationship between the aspirant partner and the Foundation, for example - a formal relationship between an open source software foundation and the ATLAS Foundation within which the two work together to develop software. The approval of the Board is required before entering into a Memorandum of Understanding.

7. Open access. All materials resulting from the Foundation's activities as described in Article 2, section 2 will be public and freely accessible. ATLAS software components which will be released to the public will be available under the open source [GPL](#) 3 license. Articles, reports documentation, etc., will be available under the Creative Commons Attribution-ShareAlike license. All software code, documentation and development products are managed in a repository (revision control platform). Any change related to open access will be based on a Foundation Board decision.

Capital

Article 3

The capital of the Foundation will be made up of:

- contributions from full partners;
- subsidies, sponsorship moneys and donations;
- gifts, bequests and legacies;
- all other acquisitions and assets.

Board

Article 4

1. The board of the Foundation shall consist of at least three members whose first appointment is by this deed. The number of members – having regard to the condition in the previous sentence – shall be determined by unanimous vote of the Board, consisting initially by virtue of this deed of three persons.

2. Immediately following the establishment of the Foundation the partners in the ATLAS Consortium will be asked to become Full Partners and for their representative on the Consortium Board to be delegated as Board member.

3. The Board (except for the initial board, the members of which are appointed) shall choose from its members a chairman, vice-chairman, secretary and treasurer. The functions of secretary and treasurer can also be filled by one person.

4. Board members representing an organisation must have received full mandates for this.

5. Board members are appointed for an indefinite term. If there is any vacancy on the Board, the remaining Board members shall decide by unanimous vote (or the one

remaining Board member shall decide) on the appointment of the relevant number of replacement Board members within two months of the vacancy/vacancies arising.

6. If for whatever reason the Board is without any of its members, then the remaining member or members will nevertheless form a legally constituted Board.

7. The members of the Board are not paid for their work, although they are entitled to reimbursement of the costs incurred in the performance of their functions.

8. In the performance of its activities, the Board shall be supported by the Vision Group and by a manager or a management team responsible for:

a. The strategic development of the Foundation in line with new developments in:

- technology;
- activities;
- financing;

etc.

b. Operational management (the management and operation of the system), including:

coordination of facilitators;

resource management;

monitoring;

etc.

These two functions can be carried out by one person in the role of Chief Executive Officer, or by a management team if the scope of the work and availability of funds justifies this. If the function of Chief Executive Officer is not filled, the role is taken by the secretary or such other Board member as designated by the Board.

9. The Vision Group will consist of eminent experts, business leaders, innovators and researchers, who will be nominated by the ATLAS Foundation Board members and will be approved by the Board of the Foundation. Any change of the membership of the Vision Group will be approved by the Board as well.

Board meetings and decisions

Article 5

1. Board meetings

The secretary or such other Board member so appointed by the Board shall convene Board meetings and draw up an agenda at least fourteen (14) days before the meeting. The agenda should include all relevant background information in respect of the proposals. Decisions may not be made in relation to matters not on the agenda unless they are approved unanimously by all Board members in attendance. Meetings must be convened at least twice per year, and as frequently as the chairman shall deem desirable and/or where one-third of the Board members request a meeting in writing to the chairman, setting out precisely the matters to be dealt with. If the

chairman does not comply with such a request so that the meeting can be held within three weeks of the request, those requesting the meeting are themselves entitled to convene the meeting having regard to the stipulated formalities.

2. Chairing meetings

Meetings shall be chaired by the chairman of the Board. If he is absent then the meeting shall elect its own chairman.

3. Quorum and voting

The Board can only take binding decisions at a meeting if such meeting is attended by the majority of Board members or their representatives. The Board may also take decisions outside meetings providing that all Board members have had the opportunity to communicate their opinion in writing, by telefax, by email or by teleconference. When a decision is taken in this manner, the responses sent in will be collated by the secretary into a report to be appended to the minutes after they have been signed by the chairman. Each board member has the right to cast one vote. Insofar as these articles of association do not prescribe any greater majority, then all Board decisions shall be passed by an absolute majority of votes validly cast. Abstentions are deemed to be votes not cast. All voting at a meeting shall be oral, unless the chairman deems written voting to be desirable or if any party with a right to vote requests written votes. Written votes must be by unsigned, sealed papers. In the event of a virtual meeting, voting shall be by e-mail or by some other verifiable method.

4. Veto

A Board member may only issue a veto with regard to admitting a new Full Partner, if such aspirant partner constitutes a threat to the interests of the relevant Board member and/or the organisation that he/she represents. In such a case the veto can be quashed by a unanimous vote in favour by all Board members present, providing that they represent at least two-thirds (2/3) of the full complement of Board members.

5. Representation

A Board member may be represented by a fellow Board member upon production of a written mandate deemed sufficient in the opinion of the chairman. A Board member can only represent one other Board member.

6. Minutes

Minutes shall be taken of the matters discussed at the meeting by the secretary or such other person present at the meeting designated by the chairman. Minutes of Board meetings shall be made available to Board members without delay. Board members have fifteen days after the minutes have been distributed to raise comments about them. Thereafter, the definitive draft minutes will be adopted at the next meeting (whether or not convened for that purpose) and signed by the persons who acted as chairman and secretary at the meeting to which the minutes relate.

Powers of the Board and representation

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Article 6

1. The Board has the task of managing the Foundation, which includes:

- preparing and drawing up the annual implementation plans;
- financial matters, including the drawing up of annual financial reports;
- organisation and re-organisation of the Foundation;
- defining and maintaining standards, including quality management procedures; architecture, software and technology standards; and open source licences.
- appointment of the chief executive officer and possibly of other members of the management team;
- acceptance and reimbursement of full partners;
- amendment of the Foundation's articles of association;
- resolution of problems and conflicts;
- winding-up of the Foundation;

2. The Board is authorised to enter into agreements for the acquisition, disposal or encumbrance of registered land.

3. The Board is not authorised to enter into agreements that bind the Foundation as a guarantor or principal joint debtor, or provide guarantees or undertakings for the debt of another party, unless the decision to do so is taken by a unanimous vote of all current Board members.

4. Bequests may only be accepted with the benefit of an inventory.

Article 7

1. The Board represents the Foundation at law and extrajudicially.

2. The authority to represent the Foundation is vested in two Board members acting jointly.

3. If there is only one current Board member, then he/she alone may represent the Foundation.

4. The Board may grant a mandate to one or more Board members, or to any third party, to represent the Foundation within the limits set out in the mandate.

Termination of membership of Board

Article 8

1. Board membership shall end:

a. by written notice;

b. through death or being placed under guardianship;

c. through insolvency or request for a moratorium;

d. through dismissal by the Board in accordance with the following provisions.

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2. The Board may only dispense with the services of a Board member other than at his/her own request if this decision is taken at a specially-convened meeting at which the member in question is given the opportunity to make representations.

3. At this meeting, at least two-thirds of current Board members should be present or represented. The decision must be taken by a majority of at least three-quarters of validly-cast votes.

4. In the event that the majority of two-thirds of current Board members as specified in section 3 are not present or represented, the decision to dismiss can be taken at a second meeting convened for this purpose irrespective of the number of Board members present or represented, provided that the decision is taken by a majority of three-quarters of the votes validly cast. Such a second meeting must be no sooner than two weeks and no later than four weeks following the first meeting.

Financial year and annual accounts

Article 9

1. The financial year of the Foundation runs concurrently with the calendar year.

2. At the end of each financial year, the Foundation's books shall be closed. The treasurer shall draw up a balance sheet and profit and loss account for the financial year just ended, which financial accounts (accompanied by a report from a chartered accountant or accountant/financial consultant) shall be presented to the Board within six months of the end of the financial year.

3. The annual accounts shall be adopted by the Board.

Regulations

Article 10

1. The Board is entitled to draw up regulations covering those matters that are not covered by these articles of association.

2. These regulations may not contradict these articles of association or the law.

3. The Board has power to amend or suspend these articles of association at any time.

4. The adoption, amendment or suspension of such regulations is subject to the provisions of Article 11 section 1.

Amendment of articles of association

Article 11

1. The Board has power to amend these articles of association. Such a decision must be taken by a majority of three-quarters of votes validly cast at a meeting at which two-thirds of Board members are in attendance or represented. If two-thirds of Board members are not present or represented, then no sooner than two weeks and no later than four weeks after this meeting a second meeting shall be convened and held, at which the decision discussed at the previous meeting may be taken, irrespective of the number of Board members present or represented, provided that the vote is carried by at least three-quarters of the votes validly cast.

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2. Unless the amendments are made by notarial deed, they will be invalid.

3. The Board members must file an original copy of the amendment, together with the amended articles of association, with the Trade registry of the Chamber of Trade and Industry for the district in which he Foundation has its registered office.

4. Every Board member has the authority to execute the relevant deed.

Merger

Article 12

The Board has power to decide on a merger. A decision to merge is governed, mutatis mutandis, by the provisions of Article 11, sections 1 and 2.

Dissolution and winding up

Article 13

1. The Board has power to dissolve the Foundation. Such a decision is governed by the provisions of Article 11, section 1.

2. Following its dissolution, the Foundation continues to exist insofar as this is necessary to wind up its assets.

3. The Board shall wind up the Foundation.

4. Those persons winding up the Foundation shall ensure that the dissolution of the Foundation is recorded in the register referred to in Article 11, section 3.

5. During the winding up, the provisions of these articles of association shall remain in force as far as possible.

6. Any credit balance in favour of the dissolved Foundation shall be applied as far as possible in accordance with the objectives of the Foundation.

7. Upon completion of the winding up, the books and documents of the dissolved Foundation shall be kept by the youngest Board member in age involved in the winding up, for the period of time specified by the law.

Final provisions

Article 14

The Board has the power to decide upon any matter not covered either by the law or these articles of association. The party appearing before me then stated that, pursuant to the provisions of Article 4, sections 1 and 3, the first Board members of the Foundation to be appointed are:

1. XXXX, appointed as chairman;

2. YYYY, appointed as secretary;

3. ZZZZ, appointed as treasurer.

This deed was executed in Sofia on the date specified in the heading hereto.

The person appearing has proved his identity to me, notary. He has been given and has had explained to him the content of this deed. The person appearing stated that

he did not require the content of this deed to be read out in full, that in good time before its execution he had received a draft of the deed and that he understood its contents, and that he agreed to a limited reading of its contents. Immediately thereafter there was a limited reading of the deed after which it was signed by the party appearing and by me, notary, on #

References:

IPR-Helpdesk, http://www.ipr-helpdesk.org/

DESCA - modular consortium agreement for the Seventh Framework Programme (FP7) - http://www.desca-fp7.eu/

OpenAIRE Guidelines 1.1: Guidelines for content providers of the OpenAIRE information space http://www.openaire.eu/index.php?option=com_attachments&task=download&id=79%E2%8C%A9%3Den&lang=en

DRIVER Guidelines 2.0: Guidelines for content providers - Exposing textual resources with OAI-PMH http://www.driver-support.eu/documents/DRIVER_Guidelines_v2_Final_2008-11-13.pdf

DRIVER Support website: http://www.driver-support.eu

SURF Foundation Strategic Plan 2011-2014 http://www.surffoundation.nl/en/publicaties/Documents/SURF%20Strategic%20Plan%202011%202014.pdf

Guide to Intellectual Property Rules for FP7 projects

ftp://ftp.cordis.europa.eu/pub/fp7/docs/ipr_en.pdf

Checklist for the Consortium Agreement

ftp://ftp.cordis.europa.eu/pub/fp7/docs/checklist_en.pdf

European Network of Living Labs, http://www.openlivinglabs.eu/

http://wikimediafoundation.org/wiki/Home

http://association.drupal.org/about/history

http://version1.europeana.eu/web/europeana-foundation/introduction

http://version1.europeana.eu/web/europeana-foundation

http://version1.europeana.eu/web/europeana-foundation/statutes

http://www.linuxfoundation.org/ , http://www.linuxfoundation.org/about/bylaws

http://www.webfoundation.org/about/

ANNEX 2. Software components related to the ATLAS project

A list of components related to the ATLAS project is provided below. The table label contains the name of the tool followed by the owner or provider.

Commercial agreement

Content management system – Tetracom

No.	Tool	License	Commercial Use	Non Commercial Use
1	Atlas pro	GPL 3	free	free
2	Atlas community	GPL 3	free	free

Text analysis tools – Tetracom

No.	Tool	License	Commercial Use	Non Commercial Use
3	Text Analysis Platform	GPL 3	free	free
4	English language pack	GPL 3	free	free

Commercial agreement

Greek Language Processing Tools – ATLANTIS Consulting

No.	Tool	Access Conditions	Copyright
1	GR Tokenizer	Open Source under GNU GPL2	AUEB, ATLANTIS Consulting
2	GR POS Tagger	Open Source under GNU GPL2	AUEB, ATLANTIS Consulting
3	GR Dictionary	binary, only for the ATLAS partners	ATLANTIS Consulting
4	GR Lemmatizer	binary, only for the ATLAS partners	ATLANTIS Consulting
5	GR Stop Word Recognizer	binary, only for the ATLAS partners	ATLANTIS Consulting
6	GR Sentence Splitter	binary, only for the ATLAS partners	ATLANTIS Consulting
7	GR Noun Phrase Extractor	binary, only for the ATLAS partners	Spejd inherited copyright, ATLANTIS Consulting copyright for the GR extensions and the ATLAS specific enhancements and modifications
8	GR Named Entity Recognizer	binary, only for the ATLAS partners	ATLANTIS Consulting

Greek Language Processing Tools – ATLANTIS Consulting

Commercial agreement

Bulgarian Language Processing Tools - Department of Computational Linguistics

No.	Tool	Access Conditions	Copyright
1	BG tokenizer	closed source, stand alone. Source code available for ATLAS project free for research purposes on request. Commercial use: commercial agreement	DCL
2	BG sentence splitter	closed source, stand alone source code available for Atlas project free for research purposes on request commercial use: commercial agreement	DCL
3	BG tagger	Lesser General Public License[6] (LGPL)	Jesus Gimenez Lluis Marquez DCL
4	BG tagger models	closed source binary free for research purposes under condition commercial use: commercial agreement	DCL
5	Bg lemmatizer	closed source, stand alone, free for research purposes under conditions commercial use: commercial agreement	DCL/IBL
6	Bg shallow parser ParsEst (lr_engine and lr_builder)	closed source, stand alone, free for research purposes under condition commercial use: commercial agreement	DCL/IBL
7	Bg shallow parser ParsEst (NP extractor)	closed source binary, free for research purposes under conditions commercial use: commercial agreement	DCL/IBL
8	Bg shallow parser ParsEst (NER extractor)	closed source binary, free for research use under conditions commercial use: commercial agreement	DCL/IBL
9	Bg stop list recogniser	source code available for Atlas project free for research purposes on request	DCL

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[6] http://www.gnu.org/licenses/lgpl.html

| 10 | Bg word sense disambiguator | closed source, web service, free for research purposes under conditions commercial use: commercial agreement | DCL/IBL |

Polish Language Processing Tools -

	Tool	Access Conditions	Copyright
1	Morfeusz SGJP (tokenizer, lemmatizer and morphological analyser)	2-clause BSD[7]. This license (also known as "Simplified BSD License" or "FreeBSD License") allows unlimited redistribution for any purpose as long as its copyright notices and the license's disclaimers of warranty are maintained. It is compatible with the GNU GPL	Zygmunt Saloni, Włodzimierz Gruszczyński, Marcin Woliński, Robert Wołosz
2	Pantera (tagger)	GNU GPL	IPIPAN
3	Spejd (shallow parser)	GNU GPL	IPIPAN
4	IPIPAN NE Recognizer	GNU GPL	IPIPAN

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[7] http://en.wikipedia.org/wiki/BSD_licenses#2-clause_license_.28.22Simplified_BSD_License.22_or_.22FreeBSD_License.22.29

Commercial agreement

German Language Processing Tools - University of Hamburg, Research Group _ Computerphilology

No.	Tool	Access Conditions	Copyright
1	German Tokeniser	stand-alone on request for research purposes; source code for ATLAS project; available also as part of the CDG-parser (GLP-license)	ACP-NATS/UHH
2	German Tagger	stand-alone on request for research purposes; source code for ATLAS project; available also as part of the CDG-parser (GLP-license)	ACP-NATS/UHH
3	German Lemmatiser	stand-alone on request for research purposes; source code for ATLAS project; available also as part of the CDG-parser (GLP-license)	ACP-NATS/UHH
4	German NP-Chunker	stand-alone on request for research purposes; source code for ATLAS project; available also as part of the CDG-parser (GLP-licence)	ACP-NATS/UHH
5	German CDGParser	open-source GPL-License	NATS /UHH
6	German Stoplist Recogniser	on request for research purposes; source code available for ATLAS project	ACP/UHH
7	German Sentence splitter	on request for research purposes; source code available for ATLAS project	ACP/UHH
8	German Paragraph Recogniser	on request for research purposes; source code available for ATLAS project	ACP/UHH
9	German NE Extractor	stand-alone on request for research purposes; source code for ATLAS project; available also as part of the CDG-parser (GLP-license)	ACP-NATS/UHH
10	German Word-sense Disambiguator	on request for research purposes; source code available for ATLAS project	ACP/UHH
11	German anaphora Resolution	on request for research purposes; source code available for ATLAS project	ACP/UHH
12	GermaNET	on request for academic purposes;	Tübingen

		we need additional agreement to see how we can integrate in ATLAS	
13	Example Based machine Translation system	on request for research purposes; binary distribution	ACP/UHH
14	Langauge models	available in binary form only for research purposes	ACP respectively DFKI
15	Cross-lingual Search engine	available for research purposes; code available for ATLAS project	RRZ/UHH
16	Moses MT-System	open source	

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Romanian Language Processing Tools – UAIC

No.	Tool	Access conditions	Copyright
1	Tokenizer	Free as Web Service	RACAI
2	RACAI POS tagger	Free as Web Service	RACAI
3	UAIC POS tagger	Under development – free as Web service; stand alone: on request for research purposes and based on agreement for commercial use	UAIC
4	RACAI lemmatizer	Free as Web Service	RACAI
5	UAIC lemmatiser	Free as Web service; stand alone: on request for research purposes and based on agreement for commercial use	UAIC
6	Sentence Splitter	Free as Web service; stand alone: on request for research purposes and based on agreement for commercial use	UAIC
7	Named Entity Recognizer (GATE)	Open-source	University of Sheffield
8	NP chunker	Free as Web service; stand alone: on request for research purposes and based on agreement for commercial use	UAIC
9	Summarization system	Stand alone; on request for research purposes; based on agreement for commercial use	UAIC
10	Discourse parser	Stand alone; on request for research purposes; based on agreement for commercial use	UAIC
11	Anaphora resolution system	Stand alone; on request for research purposes; based on agreement for commercial use	UAIC

Commercial agreement

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ANNEX 3. ATLAS Consortium Members

1. Tetracom Interactive Solutions (Tetracom) Bulgaria
2. Deutsches Forschungszentrum Fuer Kuenstliche Intelligenz GmbH (DFKI) Germany
3. Atlantis Consulting SA (Atlantis) Greece
4. Institute for Bulgarian Language (IBL DCL) Bulgaria
5. Instytut Podstaw Informatyki Polskiej Akademii Nauk (ICS PAS) Poland
6. Universitaet Hamburg (UHH) Germany
7. Universitatea Alexandru Ioan Cuza (UAIC) Romania
8. Sveučilište u Zadru (UniZD) Croatia
9. Institute of Technologies and Development Foundation (ITD) Bulgaria