

# **GLOBAL LEGAL INFORMATION NETWORK**

## **CHARTER**

Adopted: September 12, 2001  
Amended: September 9, 2010

## TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE I The Network .....	1
Section 1.01 Name .....	1
Section 1.02 Location of Offices .....	1
Section 1.03 Organization.....	1
Section 1.04 Purpose.....	1
Section 1.05 The GLIN Foundation.....	2
ARTICLE II The Members .....	2
Section 2.01 Membership – Generally.....	2
Section 2.02 Contributing Members .....	2
Section 2.03 Supporting Members.....	3
Section 2.04 Associate Members .....	3
ARTICLE III Rights and Responsibilities of the Members .....	3
Section 3.01 Membership Applications .....	3
Section 3.02 Approval of Application .....	3
Section 3.03 Term of Membership .....	3
Section 3.04 Contributing Members .....	3
Section 3.05 Supporting Members.....	4
Section 3.06 Associate Members .....	4
Section 3.07 Official Representative .....	4
Section 3.08 Voting Rights .....	4
Section 3.09 Other Membership Rights.....	4
Section 3.10 Responsibility to Protect the GLIN Database.....	5
ARTICLE IV Meetings of the Members .....	5
Section 4.01 Annual Meeting .....	5
Section 4.02 Special Meetings.....	5
Section 4.03 Place and Time of Meetings .....	5
Section 4.04 Notice of Annual and Special Meetings .....	5
Section 4.05 Waivers of Notice .....	5
Section 4.06 Quorum .....	6
Section 4.07 Action by the Members.....	6
Section 4.08 Proxies.....	6
Section 4.09 Presiding Officer.....	6
Section 4.10 Action by Written Consent .....	6
Section 4.11 Meetings by Conference Telephone .....	6
ARTICLE V GLIN Central.....	7
ARTICLE VI Executive Council.....	7
Section 6.01 Power of the Executive Council .....	7

Section 6.02	Number of Executive Councilors.....	8
Section 6.03	Representation and Terms.....	8
Section 6.04	Election of Councilors .....	8
Section 6.05	Vacancies .....	8
Section 6.06	Resignations.....	8
Section 6.07	Quorum of Executive Councilors; Action by the Executive Council.....	9
Section 6.08	Meetings of the Executive Council.....	9
Section 6.09	Action by Written Consent .....	9
Section 6.10	Meetings by Conference Telephone .....	9
ARTICLE VII	Committees .....	9
Section 7.01	Committees .....	9
Section 7.02	Committee Members.....	9
ARTICLE VIII	Officers .....	10
Section 8.01	Officers .....	10
Section 8.02	Term of Office and Removal .....	10
Section 8.03	Powers and Duties of Officers .....	10
ARTICLE IX	The GLIN Database .....	11
Section 9.01	Ownership Retained by Member .....	11
Section 9.02	Basic License .....	11
Section 9.03	GLIN Application .....	12
Section 9.04	Optional License for Commercialization.....	12
ARTICLE X	Termination and Removal.....	12
Section 10.01	Termination of Membership .....	12
Section 10.02	Removal of Person Representing an Executive Councilor or Member ...	13
Section 10.03	Cause.....	14
Section 10.04	Exceptional Circumstances.....	14
ARTICLE XI	Regional Centers.....	15
ARTICLE XII	Miscellaneous .....	16
Section 12.01	Books and Records to be Kept.....	16
Section 12.02	Conflicts of Interest.....	16
Section 12.03	Compensation to Executive Councilors and Officers.....	16
Section 12.04	Amendment of Charter .....	16
Section 12.05	Counterparts .....	16
Section 12.06	Date.....	16

# GLOBAL LEGAL INFORMATION NETWORK

## CHARTER

### PREAMBLE

**WHEREAS**, it is beneficial to promote the rule of law within and among nations, to facilitate the orderly development of national and international laws, and to encourage mutual understanding among peoples with differing legal heritages; and

**WHEREAS**, these goals would be well served by a legal archive that would provide access to authentic, current, complete versions of the law of many nations, presented in the original language with summaries in a common language, organized under a standardized scheme and shared indexing vocabulary, and delivered electronically.

**NOW THEREFORE**, the signatories below have agreed to formalize the internal operating procedures of the Global Legal Information Network and to work together to facilitate the cooperative development and maintenance of such a legal resource, thereby sharing the benefits and burdens of making the laws of the world available throughout the world, and do hereby adopt this Charter to accomplish this purpose.

### ARTICLE I The Network

**Section 1.01 Name.** The name of the organization shall be the Global Legal Information Network ("GLIN" or the "Network").

**Section 1.02 Location of Offices.** The principal office of the Network shall be located at such place as the Executive Council shall designate. The Network may maintain additional offices at other places throughout the world as the Executive Council may designate.

**Section 1.03 Organization.** The Network shall be organized into the following structure: The Members (which shall consist of Contributing Members, Supporting Members and Associate Members), GLIN Central, and the Executive Council. In addition, the Executive Council may designate standing or special committees as needed.

**Section 1.04 Purpose.** The purpose of the Network shall be to create, maintain and protect the "GLIN Database," which includes a compilation of the database files (as described below) of all Contributing Members, the format and presentation of such compilation, all computer software used to process GLIN data for the compilation (the "GLIN Application"), and all derivative works of the GLIN Database made by the Network or the GLIN Foundation, as more fully set forth in Section 3.04 and Article IX of this Charter. For purposes of this Charter,

each Contributing Member's database file includes (i) the full text of the statutes, regulations, court decisions, and other legal materials and (ii) the associated metadata, in either case, that the Contributing Member contributes to the GLIN Database.

**Section 1.05. The GLIN Foundation.** The GLIN Foundation is a not-for-profit corporation organized under the laws of the District of Columbia and qualified as tax exempt under Section 501(c)(3) of the U.S. Internal Revenue Code. The purpose of the GLIN Foundation is, among other things, to obtain funding and in-kind support necessary to the sustenance and development of the Network, to help operate and expand the GLIN Database, and to manage and administer the potential commercialization of at least parts of the GLIN Database, consistent with applicable law.

## **ARTICLE II The Members**

**Section 2.01 Membership - Generally.** All Members must accept this Charter, its underlying principles and policies, the license described in Section 9.02 of this Charter, and the other requirements set forth herein. Each Member is responsible for financing its own participation in the Network, either from national or organizational resources, or with international, private or other external assistance.

**Section 2.02 Contributing Members.** Each Contributing Member must be sponsored by the international organization or by the government agency of the jurisdiction that such Contributing Member will represent in the Network. A Contributing Member must represent (i) the official information unit of the sponsoring jurisdiction or organization, (ii) the unit in charge of printing the official version of that jurisdiction's or organization's laws, or (iii) other governmental, quasi-governmental or government-designated agency formally responsible for generating, collecting, publishing or disseminating official publications of the laws, regulations, court decisions or other legal sources of the jurisdiction or organization. A Contributing Member must be authorized to contribute the full text of the legal sources of its sponsoring jurisdiction or organization to the GLIN Database, to grant licenses for access and use of its database file, and to participate in activities of the Network as described herein.

A Contributing Member may provide access to the GLIN Database to other national-level government agencies or non-profit institutions of the jurisdiction that the Contributing Member represents in the Network; and Contributing Members may sign agreements of cooperation with other national or government agencies or non-profit institutions within their jurisdiction to establish Affiliate Stations which purpose is to contribute to the GLIN database legal information other than that provided by the Contributing Member; *provided, however*, that (i) such other government agencies, non-profit institutions, or affiliate stations shall have all the responsibilities (particularly as set forth in Section 3.10 of this Charter) of the Contributing Member, (ii) such other government agencies, non-profit institutions, or affiliate stations shall be considered a part of the Contributing Member (and not an additional Contributing Member) in connection with any rights granted to the Contributing Member, and (iii) the Contributing

Member shall be held responsible, for purposes of Article X of this Charter, for the acts and omissions of such other government agencies, non-profit institutions or affiliate stations.

**Section 2.03 Supporting Members.** Any organization that operates on a national or international scale (including any Contributing Member) may apply for Supporting Member status. To be eligible for the position of Supporting Member, an organization must have made or agree to make a major contribution to the formation and/or continuation of the Network through investment of resources or performance of activities vital to the sustenance and development of the Network.

**Section 2.04 Associate Members.** An Associate Member shall be an individual or entity interested in the activities of the Network, but unable, for reasons reasonably acceptable to the Executive Council, to apply for Contributing or Supporting Membership.

### **ARTICLE III Rights and Responsibilities of the Members**

**Section 3.01 Membership Applications.** Applicants for membership must complete and submit an official application to the Executive Council.

**Section 3.02 Approval of Application.** The Executive Council shall evaluate each application for membership, and shall determine whether to approve or deny each application for membership. Membership shall become effective when the Executive Council formally approves the application and the potential Member formally indicates its acceptance of the rights and responsibilities of membership by signing this Charter.

**Section 3.03 Term of Membership.** Unless a shorter term is specified by the Executive Council at the time of approving a membership application, the term of any membership shall be continuous until such time as a Member resigns or has its membership suspended or terminated. Any Member may resign at any time upon written notice to the Executive Council, and the resignation shall take effect as specified in the notice, or, if not specified, upon receipt of the notice by the Executive Council. The membership of any Member may be suspended or terminated pursuant to the procedures set forth in Article X of this Charter.

**Section 3.04 Contributing Members.** Each Contributing Member shall establish and maintain a GLIN team, including a GLIN Director, a lawyer analyst, and an information technology expert. Upon acceptance of its membership application, each Contributing Member shall send its lawyer analyst and information technology expert to the U.S. Library of Congress or to another properly authorized location to participate in a training program. The Contributing Member must acquire, configure and maintain appropriate computer hardware, software and internet connections for a GLIN workstation to enable its GLIN team to contribute records to the GLIN Database.

Each Contributing Member shall develop and contribute, initially and on a continuing basis, its database file on the GLIN Database in accordance with GLIN standards by:

(i) capturing the full text of the sources agreed upon and converting them into a digitized format, (ii) creating, in English, an abstract/summary of its statutes, regulations and other sources selected for inclusion in the GLIN Database, (iii) assigning headings from a controlled vocabulary approved by the Executive Council and (iv) keeping its abstracts/summaries, headings and full text entries current and accurate at all times.

**Section 3.05 Supporting Members.** Upon acceptance of its membership application, a Supporting Member shall enter into a Memorandum of Understanding with the GLIN Network, which will set forth the nature of the relationship between the Supporting Member and the Network and, if applicable, with the GLIN Foundation, and will provide the terms upon which the Supporting Member will work to promote the purposes of the Network.

**Section 3.06 Associate Members.** Upon acceptance of its membership application, an Associate Member shall enter into a Memorandum of Understanding with the GLIN Network which will set forth the nature of the relationship between the Associate Member and the Network and, if applicable, with the GLIN Foundation.

**Section 3.07 Official Representative.** Each Member shall designate one individual who will exercise the Member's rights in the Network and will serve as the Member's official contact for communications with the Network. In the case of a Contributing Member, the individual shall be the Contributing Member's GLIN Director. Each individual designated to represent a Member shall serve in his or her official (not personal) capacity. The individual may be replaced by the Member or removed by the Network as set forth in Article X of this Charter.

**Section 3.08 Voting Rights.** Each Contributing Member and each Supporting Member (the "Voting Members") shall be entitled to one vote for each matter submitted to a vote of the Members at all meetings of the Members. Voting is open to Supporting Members and Contributing Members that have signed this Charter and that have contributed at least one category of legal materials to the GLIN database within twelve months prior to the voting session. A Member that has not contributed at least one category of legal materials to the GLIN database within twelve months prior to the voting session may be ineligible to vote at that session. A Contributing Member that is also a Supporting Member shall be entitled to only one vote, and shall vote in its capacity as Supporting Member. A Contributing Member or Supporting Member that is also an Executive Councilor, when present at a meeting of the Members, shall be entitled to one vote in its capacity as Contributing Member or Supporting Member, but shall not be entitled to an additional vote in its capacity as Executive Councilor. The right of a Member to vote shall cease upon suspension or termination of membership. Associate Members have no voting rights, but may attend all meetings of Members as observers.

**Section 3.09 Other Membership Rights.** Members shall have access to the GLIN Database as set forth in Section 9.02 of this Charter. Members are entitled to subscribe to the GLIN listserv, and to receive minutes of the meetings of the Members, newsletters, annual reports and any other correspondence and information as the Executive Council may determine. Voting Members may, by affirmative vote of the majority of the Voting Members present at a meeting at which a quorum is present, propose for consideration by the Executive Council (i) policies to guide the direction and purposes of the Network and the conduct of its business,

and (ii) the establishment of such standing or special committees as the affairs of the Network may require. Contributing Members and Supporting Members may be nominated and elected to serve on the Executive Council and may be appointed to serve on committees. Contributing Members and Supporting Members may also be nominated and elected to serve on the Board of Trustees of the GLIN Foundation.

**Section 3.10 Responsibility to Protect the GLIN Database.** Each Member shall be responsible for protecting the intellectual property rights of the GLIN Database within the borders of the nation or organization that it represents by (i) prohibiting and preventing unauthorized use of the GLIN Database and (ii) any other lawful means available.

## **ARTICLE IV**

### **Meetings of the Members**

**Section 4.01 Annual Meeting.** The Network shall hold at least one meeting of the Members per year to elect Executive Councilors, to vote on the size of the Executive Council, and to transact other business of the Network. In addition, the Chairman of the Executive Council will report on the activities of the Network during the preceding year. The annual meeting shall be held during the month of September of each year, or on such other day as the Executive Council may designate.

**Section 4.02 Special Meetings.** Special meetings of the Members may be called by the Executive Council at its discretion. Upon the written request of a majority of the Voting Members, the Executive Council shall call a special meeting to consider a specific subject.

**Section 4.03 Place and Time of Meetings.** Meetings of the Members may be held at such place and time as may be fixed in the notice of the meeting.

**Section 4.04 Notice of Annual and Special Meetings.** Written notice stating the place, day and hour of any meeting of Members shall be delivered to each Member not less than ten nor more than 120 days before the date of the meeting, either personally or by mail, electronic mail, or facsimile, at the direction of the Executive Council. Notice for any special meeting shall include the purpose for which the meeting is being called, and no business other than that specified in the notice of meeting shall be transacted at such special meeting. If mailed, notice shall be deemed to be delivered ten business days after being deposited in the mail, with postage thereon prepaid, or if delivered by electronic mail, upon record of delivery by electronic mail, addressed to the Member at such Member's address as it appears on the records of the Network.

**Section 4.05 Waivers of Notice.** Notwithstanding the foregoing sections, whenever notice is required to be given to any Member, a written waiver thereof, signed by the Member entitled to notice, shall be equivalent to the giving of such notice. The presence of any Member at a meeting, in person or by proxy, without objection to the lack of notice of such meeting, shall also waive notice by such Member.



**Section 4.06 Quorum.** The presence in person or by proxy of a majority of the Voting Members shall constitute a quorum at the annual meeting of the Members. At a special meeting of the Members, a quorum shall be a majority of the Voting Members; *provided, however*, that at least one-half of the total number of Supporting Members must be present. The Members present at a duly organized meeting may continue to do business until adjournment, even if enough Members withdraw to leave less than a quorum. If a meeting cannot be organized because a quorum is not present at the beginning of the meeting, those Members who are present may adjourn the meeting until a quorum is present, at which time any business may be transacted that may have been transacted at the meeting as originally called.

**Section 4.07 Action by the Members.** Executive Councilors shall be elected by a plurality of the votes represented by the Voting Members present at a meeting at which a quorum is present. All other matters to be authorized by vote of the Members shall be authorized by the affirmative vote of a majority of the Contributing Members and a majority of the Supporting Members present at a meeting at which a quorum is present.

**Section 4.08 Proxies.** A Voting Member may vote by proxy executed in writing by the Member. Unless the duration of the proxy is specified, the proxy shall be invalid after eleven months from the date of its execution. Every proxy shall be revocable at the pleasure of the Voting Member executing it, except as otherwise provided by law.

**Section 4.09 Presiding Officer.** The Chairman of the Executive Council shall preside at any meeting of the Members. If the Chairman is not present, or if such position is vacant, then the Executive Council shall designate a person to preside as chairman of the meeting. The presiding officer shall designate a person to take minutes of every meeting.

**Section 4.10 Action by Written Consent.** Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by that number of Voting Members having not less than the minimum number of votes that would be necessary to authorize such action at a meeting at which a quorum was present. Such consent shall act also as a waiver of notice for the meeting.

**Section 4.11 Meetings by Conference Telephone.** Any or all Members may participate in an annual or special meeting by means of conference telephone or by any means of communication by which all persons participating in the meeting are able to hear one another, and such participation shall constitute presence in person at the meeting. In addition, any or all Members may participate in a special meeting by means of electronic communication, and such participation shall constitute presence in person at the meeting. Meetings by means of conference telephone shall be scheduled to accommodate the time zone differences of the participants.

## **ARTICLE V GLIN Central**

GLIN Central is the organization currently consisting of a group of individuals assigned by the Law Library of the U.S. Library of Congress to perform the following functions: developing and maintaining the GLIN system; training of individuals designated by GLIN Members; promoting new memberships; providing advice and guidance to the Executive Council and GLIN Members; monitoring the quality, quantity and timeliness of the data contributed by members according to established GLIN standards; and reporting to the Executive Council for action any non-compliance with or violations of standards. Some or all of the GLIN Central functions currently being performed by the U.S. Law Library of Congress may be partially or entirely performed by another GLIN member or designated organization(s) in the future as determined by GLIN Members.

## **ARTICLE VI Executive Council**

**Section 6.01 Power of the Executive Council.** The Executive Council shall provide leadership and direction to the Network, implement the decisions of the Members, represent the interests of the Network to outside entities, and direct and coordinate the activities and concerns of the Network. The Executive Council shall promulgate rules, standards and procedures for the Network, including rules, standards and procedures for determining membership status, and for the governance and operation of committees and Regional Centers. The Executive Council shall use its best efforts to accomplish the goals set forth in the Preamble of this Charter. The Executive Council shall negotiate Memoranda of Understanding with Supporting Members and Associate Members, and shall coordinate agreements between the Network, the Members, the GLIN Foundation, and other entities. The Executive Council shall act as liaison to the GLIN Foundation to convey the Network's interests to the GLIN Foundation.

**A. *Trustees of the GLIN Foundation.*** The Executive Council shall establish guidelines and procedures for the nomination and election of, and shall be responsible for the process of electing, the members of the Board of Trustees of the GLIN Foundation. The Executive Council may delegate this responsibility to a Nominating Committee. At each annual meeting of the Members, the Voting Members shall elect trustees as necessary to fill all vacant positions on the Board of Trustees. Prior to the election, the Executive Council, or the Nominating Committee, as the case may be, shall solicit nominations from among the Voting Members and shall submit to the Voting Members a slate of candidates for the election of the trustees. Trustees shall be elected by a plurality of the votes represented by the Voting Members present at a meeting at which a quorum is present. At all times, at least one trustee shall be a Voting Member of the Network.

**B. *Extraordinary or Emergency Situations.*** The Executive Council is empowered to act on behalf of the Network in the following extraordinary or emergency situations: imminent destruction of GLIN assets, including servers and database; flagrant violation by a Member of the intellectual property rights of one or more other Members or of GLIN; and for the

protection of the GLIN Network in any situation in which the Executive Council believes, in its best judgment, that irreparable damage or loss may occur to the GLIN Network or its assets or property. In the event that, similar extraordinary or emergency situations occur, which situations shall be identified by the Executive Council in its sole discretion, the Executive Council may act on behalf of the Members, unless otherwise prohibited by law.

**Section 6.02 Number of Executive Councilors.** The number of Executive Councilors is seven. Each individual designated to represent a Member as an Executive Councilor shall serve in his or her official (not personal) capacity. As the founder, major investor, and institution primarily responsible for ongoing financial sustenance of GLIN, the designated representative of the U.S. Law Library of Congress shall serve as an Executive Councilor.

The total number of Executive Councilors on the Executive Council may be increased or decreased from time to time by amendment to this Charter. At no time shall the number of Executive Councilors be less than five. At each annual meeting of the Members, the Voting Members shall vote to determine whether the number of Executive Councilors should be increased or decreased, which increase shall take effect immediately or decrease shall take effect at the next annual meeting of the Members. No decrease in the number of Executive Councilors shall have the effect of shortening the term of any incumbent Executive Councilor.

**Section 6.03 Representation and Terms.** Each Member elected as an Executive Councilor shall designate one individual and, if necessary, one alternate, as its representative to the Executive Council with the authority to act on all matters brought before the Executive Council. Each Executive Councilor shall hold office for a term of two years and until a successor is elected and qualified, with the exception of the U.S. Law Library of Congress, and terms may be staggered so that approximately one-half of the total number of Executive Councilors shall be elected each year.

**Section 6.04 Election of Councilors.** At each annual meeting of the Members, the Voting Members shall elect Councilors as necessary to fill all vacant positions on the Executive Council. Executive Councilors may be elected for an indefinite number of terms. Each Executive Councilor's term shall begin immediately following the meeting at which such councilor is elected.

**Section 6.05 Vacancies.** Any vacancy occurring on the Executive Council due to an increase in the number of Executive Councilors may be filled by the affirmative vote of a majority of the Voting Members present at any meeting at which a quorum is present. Any vacancy occurring for any other reason among the Executive Councilor positions may be filled by the affirmative vote of a majority of the Executive Councilors then in office though less than a quorum of the Executive Council. An Executive Councilor elected to fill a vacancy shall be elected for the unexpired term of such Executive Councilor's predecessor in office and until a successor is elected and qualified.

**Section 6.06 Resignations.** Any Executive Councilor may resign at any time by giving written notice to the Executive Council. Such resignation shall take effect as specified in the notice or, if not specified, upon receipt of the notice by the Executive Council.

**Section 6.07 Quorum of Executive Councilors; Action by the Executive Council.** A majority of the Executive Councilors in office shall constitute a quorum for the transaction of business. The act of a majority of the Executive Councilors present at a meeting at which a quorum is present shall be the act of the Executive Council, unless otherwise provided by law.

**Section 6.08 Meetings of the Executive Council.** Meetings of the Executive Council, regular or special, may be held at such place and time as may be established by resolution of the Executive Council. An Executive Councilor's attendance at any meeting, without objection to the lack of notice of such meeting, shall constitute waiver of notice of such meeting. The notice or waiver of notice of any regular or special meeting of the Executive Council need not specify the business to be transacted at such meeting.

**Section 6.09 Action by Written Consent.** Any action required or permitted to be taken by the Executive Council may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Executive Councilors entitled to vote thereon. Such consent shall act also as a waiver of notice for the meeting. The resolution and the written consents thereto by the Executive Councilors shall be filed with or noted in the minutes of the Executive Council.

**Section 6.10 Meetings by Conference Telephone.** Any or all Executive Councilors may participate in a meeting of the Executive Council by means of conference telephone or electronic communication, and such participation shall constitute presence in person at the meeting. Meetings by means of conference telephone shall be scheduled to accommodate the time zone differences of the participants.

## **ARTICLE VII Committees**

**Section 7.01 Committees.** The Executive Council may designate standing committees (which may include a Technical Committee, a Content Committee, a Financial Committee, a Membership Committee and a Nominating Committee) to address ongoing concerns and requirements of the Network, and may establish special committees as needed for a stated period and to accomplish a specific purpose for the Network. The Executive Council shall assign powers and duties to each committee, and shall establish rules and regulations for the governance and operation of any committee. A committee, to the extent provided in its authorizing resolution, shall have and exercise the authority of the Executive Council. The Executive Council may terminate the authority and existence of any committee at any time.

**Section 7.02 Committee Members.** The Executive Council shall determine any qualifications required for membership on any of the committees and the number of members of each committee. Upon designation of a committee, the Executive Council shall elect the members of such committee and thereafter, at each of its annual meetings, the Executive Council shall elect the members of any committee then authorized.

## **ARTICLE VIII**

### **Officers**

**Section 8.01 Officers.** The representative of the U.S. Law Library of Congress shall serve as Chairman of the Executive Council. The Executive Council may elect a Secretary from among the Executive Councilors and may elect, from among the Voting Members, such other officers and assistant officers as it deems necessary to administer the activities of the Network. Each individual elected to serve as an officer shall serve in his or her official (not personal) capacity. Any two or more offices may be held by the same person except the offices of Chairman and Secretary.

**Section 8.02 Term of Office and Removal.** Each officer shall hold office at the satisfaction of the Executive Council and until a successor has been elected and qualified. Unless otherwise provided by resolution of the Executive Council, all officers shall be elected by the Executive Council at an annual meeting of the Executive Council. The Executive Council may remove any officer at any time.

**Section 8.03 Powers and Duties of Officers.** The officers, subject to the supervision of the Executive Council, shall exercise general management over the conduct of the activities of the Network as may be provided in this Charter or by resolution of the Executive Council and, to the extent not so provided, as generally pertain to their respective offices.

**A. *Chairman.*** The Chairman of the Executive Council shall preside at all meetings of the Executive Council and the Members, and shall have such other powers and duties as the Executive Council may from time to time prescribe. The Chairman shall have the authority to sign on behalf of the Network in the following situations: Applications for membership as recommended by the Membership Committee; Memoranda of Understanding between the Network and Supporting Members after review and recommendation by the Executive Council; Memoranda of Understanding or other agreements between the Network and outside organizations provided that such agreements do not stipulate the right to sell, market, or otherwise distribute commercially any part or the whole of the GLIN database; and any other situation identified by the Executive Council in its sole discretion, unless otherwise prohibited by law. A copy of any document signed under the guidelines of this Section should be sent for information by any possible means to the members of the Network no later than 30 calendar days after the action.

**B. *Secretary.*** The Secretary shall be responsible for the keeping of an accurate record of the proceedings of all meetings of the Executive Council and the Members, shall give or cause to be given all notices in accordance with this Charter and, in general, shall perform all duties customary to the office of Secretary.

## **ARTICLE IX**

### **The GLIN Database**

**Section 9.01 Ownership Retained by Member.** Nothing herein grants the Network, the GLIN Foundation or any Member any rights of ownership or control over the database file of any Contributing Member, other than the license expressly stated and granted herein. Other than the license expressly stated and granted herein, and in accordance with applicable law, each Contributing Member retains all rights of ownership in its database file (which includes the full text of legal instruments and associated metadata, as defined in Section 1.04 of this Charter), including the rights to make, use, copy, perform, reproduce, display and prepare derivative works of all information it submits to the Network, in all media now known or developed in the future ("Usage"), provided that such Usage does not result in any works that are substantially similar to any works created by the Network or the GLIN Foundation.

**Section 9.02 Basic License.** Each Contributing Member, upon its admission to the Network, shall be deemed to grant to the Network, the GLIN Foundation and to all other Members a fully paid-up, world-wide, royalty-free, nonexclusive license to make, use, copy, perform, reproduce, display, and prepare derivative works (provided that any such derivative works created by a Member are not substantially similar to any works created by the Network or the GLIN Foundation), in all media now known or developed in the future, to all of the information such Contributing Member contributes to the GLIN Database in its database file.

Each Member, the Network and the GLIN Foundation shall have access to all information on the GLIN Database, including all abstracts/summaries, headings and full text entries, solely for non-commercial use within its organization, but shall not have any right of extraction or re-utilization of the whole or a substantial part of the contents of the GLIN Database, except in connection with such non-commercial use within its organization, without first applying for and receiving written authorization from the Executive Council. Upon termination of membership, the right of a Member to access the GLIN Database shall cease, and the Member shall immediately destroy all copies, physical or electronic, in the Member's immediate possession or control (excluding material previously distributed to third parties) of (i) all material taken from the GLIN Database and (ii) all derivative works of the GLIN Database made by the Network or the GLIN Foundation.

Subject to the licenses granted in this Article IX and the ownership rights of each Member set forth in Section 9.01, the Executive Council has the exclusive right to carry out or authorize:

- (i) any access to the GLIN Database;
- (ii) reproduction of the material on the GLIN Database by any means and in any form, in whole or in part;
- (iii) translation, adaptation, arrangement and any other alteration of the material on the GLIN Database;

(iv) any form of distribution, communication or display to the public of the GLIN Database or of any copies of the GLIN Database; and

(v) extraction or re-utilization of all or any part of the material on the GLIN Database or any other form of access to the GLIN Database.

For purposes of this Charter, "extraction" means the transfer of all or a substantial part of the material on the GLIN Database to another medium by any means or in any form, and "re-utilization" means making all or a substantial part of the material on the GLIN Database available to the public by the distribution of copies, or by on-line or other types of transmission now known or developed in the future.

**Section 9.03 GLIN Application.** The U.S. Library of Congress, as a Supporting Member, hereby grants to the Network, the GLIN Foundation and to all other Members a fully paid-up, world-wide, royalty-free, nonexclusive license to use the GLIN Application for the purposes set forth in Section 1.04. Other than the license expressly stated and granted herein, and in accordance with applicable law, the U.S. Library of Congress retains all other rights pertaining to the GLIN Application.

**Section 9.04 Optional License for Commercialization.** Each Contributing Member may independently grant to the GLIN Foundation (or an affiliated entity selected by the GLIN Foundation) the right to market, sell, and otherwise distribute commercially as part of the GLIN Database the information it submits to the Network in its database file. Any commercial distribution of the GLIN Database shall be limited to those portions of the GLIN Database covered by such Member-specific licenses.

## **ARTICLE X Termination and Removal**

**Section 10.01 Termination of Membership.** The membership of any Member may be terminated by the affirmative vote of a majority of Voting Members upon the determination that such Member has breached the fundamental principles of the Network or has failed to comply with its obligations pursuant to this Charter. In order for the Members to make such a determination, the following procedure shall be followed.

If the Executive Council becomes aware that a Member has breached the fundamental principles of the Network, has not maintained its database file in accordance with GLIN standards for a period of twelve or more months, or has otherwise failed to comply with its obligations pursuant to this Charter, the Executive Council shall determine by the affirmative vote of a majority of the Executive Councilors then in office whether to begin a termination proceeding. Within ten days after its vote, the Executive Council shall deliver written notice of such determination to the Member. If the Executive Council has voted to begin termination procedures, the notice shall specify in detail the action or actions at issue, the steps that the Member must successfully undertake to avoid having its membership terminated, and the period

during which the Member may attempt to rectify the problem, which period shall be not shorter than three months nor longer than twelve months (the "Observation Period").

At three-month intervals during the Observation Period, the Executive Council shall review the performance of the Member. The Executive Council may vote to suspend the Member's right to exercise its voting rights, access any database files other than its own during the Observation Period, or to otherwise restrict the Member's membership rights during the Observation Period if the Executive Committee deems that such action is appropriate.

At the end of the Observation Period, the Executive Council shall (i) review the performance of the Member, (ii) determine whether any other violations have occurred during the Observation Period, (iii) finalize a report of the matter, which report shall be kept in the files of the Network, and (iv) decide by the affirmative vote of a majority of the Executive Councilors then in office whether to terminate the membership of the Member.

If the Executive Council votes to terminate the membership, the Executive Council shall submit its decision and its report to the Voting Members. Within thirty days after the vote of the Executive Council, the Voting Members shall either approve the Executive Council's decision or reinstate the membership by the affirmative vote of a majority of the Voting Members. The Member subject to the termination procedures shall not participate in such vote.

If the Member subject to the termination procedures is an Executive Councilor, such Member shall withdraw itself from all votes, review procedures, and other actions of the Executive Council taken in connection with the termination procedure.

Any Member may be removed from its position as an Executive Councilor for breach of the fundamental principles of the Network or failure to comply with its obligations pursuant to this Charter by the procedure set forth above.

**Section 10.02 Removal of Person Representing an Executive Councilor or Member.**

A person filling an Executive Councilor position or representing a Contributing Member or a Supporting Member (an "Individual") may be replaced at any time by the Member that is being represented by such person (the "Represented Member") in accordance with the Represented Member's own procedures.

An Individual also may be removed at any time for Cause, as such term is defined in Section 10.03 of this Charter, in accordance with the procedure set forth in this Section 10.02.

If the Executive Council becomes aware that an Individual has acted in a manner prohibited by Section 10.03 of this Charter, the Executive Council shall determine by the affirmative vote of a majority of the Executive Councilors then in office whether to begin a removal proceeding. Within ten days after its vote, the Executive Council shall deliver written notice of such determination to the Individual and the Represented Member. If the Executive Council has voted to begin removal procedures, the notice shall specify in detail the action or actions constituting Cause, the steps that the Individual must successfully undertake to avoid being removed, and the Observation Period during which the Individual may attempt to rectify



the problem, which Observation Period shall be not shorter than three months nor longer than nine months.

At the end of the Observation Period, the Executive Council shall (i) review the performance of the Individual, (ii) determine whether any other violations have occurred during the Observation Period, (iii) finalize a report of the matter, which report shall be kept in the files of the Network, and (iv) decide by the affirmative vote of a majority of the Executive Councilors then in office whether to remove the Individual.

If the Executive Council votes to remove the Member, the Executive Council shall submit its decision and its report to the Voting Members. Within thirty days after the vote of the Executive Council, the Voting Members shall either approve the Executive Council's decision or reinstate the Individual by the affirmative vote of a majority of the Voting Members. The Represented Member shall not participate in such vote.

If the Represented Member is an Executive Councilor, such Member shall withdraw itself from all votes, review procedures, and other actions of the Executive Council taken in connection with the removal procedure.

If the Individual is removed, the Represented Member may appoint another person to represent it. The Represented Member may remove the Individual in accordance with its own procedures at any time during the removal proceedings described in this section.

**Section 10.03 Cause.** For purposes of this Charter, "Cause" shall include: repeated unsatisfactory job performance; gross negligence in the performance of duties; material breaches of the fundamental principles of the Network; noncompliance with obligations assumed pursuant to this Charter; conviction in any country of a felony or of a lesser crime involving an act of dishonesty; and acts of fraud, misrepresentation or misconduct.

**Section 10.04 Exceptional Circumstances.** Notwithstanding the procedures set forth in Sections 10.01 and 10.02 of this Charter, if the Executive Council becomes aware of a breach of Article IX or any other circumstance or event that threatens the integrity of the GLIN Database, the Executive Council shall immediately take any actions necessary or appropriate to safeguard the GLIN Database. The Executive Council may immediately suspend the membership rights, including access to the GLIN Database, of any Member that the Executive Council, in its discretion, believes is involved in the breach or threat.

Within five days after beginning such suspension, the Executive Council shall deliver written notice to the suspended Member and to the Members, which notice shall specify in detail the event of breach. The suspended Member shall have twenty days after receipt of such notice to deliver a written response to the Executive Council and, if it so chooses, to the Members. The Executive Council then shall have twenty days after receipt of the written response to (i) determine by the affirmative vote of a majority of the Executive Councilors then in office whether to continue the suspension or to reinstate the Member, and (ii) deliver written notice of such determination to all Members of the Network.

If the Executive Council votes to continue the suspension, the written notice of the decision shall specify in detail the procedure that such Member must successfully undertake to regain its membership in the Network and the period of time during which the membership rights are suspended and the Member may work to regain them (the "Suspension Period").

If the suspended Member intends to regain its membership in the Network, the Executive Council and the Member will work together during the Suspension Period to restore the integrity of the GLIN Database. If appropriate, the Executive Council will keep the Members apprised of the progress made by the suspended Member during the Suspension Period. At the end of the Suspension Period, the Executive Council shall (i) review the progress of the Member, (ii) determine whether any other violations have occurred during the Suspension Period, (iii) finalize a report of the matter, which report shall be kept in the files of the Network, and (iv) decide by the affirmative vote of a majority of the Executive Councilors then in office whether to reinstate the Member to full membership rights.

If the Executive Council votes not to reinstate the Member, the Executive Council shall submit its decision and its report to the Voting Members. Within thirty days after the vote of the Executive Council, the Voting Members shall either approve the Executive Council's decision or reinstate the Member by the affirmative vote of a majority of the Voting Members.

In addition to the suspension of its other membership rights, the Member subject to the suspension procedures shall forfeit its right to vote in connection with its suspension and reinstatement, either as a Member or an Executive Councilor.

## **ARTICLE XI**

### **Regional Centers**

The Executive Council shall establish standards and procedures for regional centers. Any Contributing Member may send a written request to the Executive Council to be recognized as a regional center of the Network. If the Executive Council determines that the requesting Member has demonstrated a full technical and functional competence, in compliance with the GLIN Regional Center Standards for Certification, as the same may be amended from time to time, the Executive Council may vote to recognize such Member as a regional center. In addition to its responsibilities as a Contributing Member, the responsibilities of a regional center include (i) assuming the representation of the Network within its region, (ii) providing training and/or retraining for GLIN legal analysts and GLIN technical specialists from countries in the region that request such training, and (iii) promoting the Network with the goal of recruiting additional Members from the region. The Executive Council shall establish standards and procedures governing the operations of the regional centers. Each regional center is responsible for financing its operations as a regional center, either from national resources or with international assistance.

## **ARTICLE XII Miscellaneous**

**Section 12.01 Books and Records to be Kept.** The Network shall keep at its principal office (i) minutes of the proceedings of the Members, the Executive Council, and any committee having any of the authority of the Executive Council, (ii) all reports created in connection with any termination, removal or suspension proceeding under Article X, and (iii) a record of the names and addresses of the Members and their designated representatives. All books and records of the Network may be inspected by any Voting Member, for any proper purpose at any reasonable time.

**Section 12.02 Conflicts of Interest.** The Executive Council, the committees and the officers of the Network shall actively avoid conflicts of interest, both actual and apparent, in their decision-making process. If a substantial direct personal interest, financial or otherwise, of an Executive Councilor, a committee member or an officer of the Network, or a member of such individual's immediate family, would likely be materially affected by a decision or action of the Executive Council, the committee or the officer, as the case may be, the individual must inform the Executive Council of the material facts as to such personal interest in good faith prior to the vote or action on the matter. The Chairman of the Executive Council will determine whether the nature and extent of the individual's personal interest requires the individual to abstain from voting or acting on the matter. If the Chairman, or a member of the Chairman's immediate family, is the individual with the personal interest, the Executive Committee shall designate a different Executive Councilor to make the determination.

**Section 12.03 Compensation to Executive Councilors and Officers.** The Network shall not pay any compensation to Executive Councilors, committee members or officers for services rendered to the Network, except that such entities may be reimbursed for expenses incurred in the performance of their duties to the Network, in reasonable amounts as approved by a majority of the entire Executive Council. No loans shall be made by the Network to its Executive Councilors, committee members or officers.

**Section 12.04 Amendment of Charter.** This Charter may be adopted, amended or repealed by the affirmative vote of a joint majority of the Contributing Members and Supporting Members present at a meeting at which a quorum is established. Notwithstanding any other provision of this Charter, notice of the proposed amendments must be given in writing in the notice for such meeting.

**Section 12.05 Counterparts.** This Charter may be executed in multiple counterparts, each of which will be deemed an original and all of which together will constitute one and the same agreement. Any later Member may be added after the effective date of the original document by execution of a counterpart of this Charter, which shall be deemed an original and which, together with all other counterparts, will constitute one and the same agreement.

**Section 12.06 Date.** This Charter shall be effective as to the original Members on September 12, 2001 and effective as to later Members on the date set forth beside each such Member's signature.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Charter and thereby acknowledges its acceptance of this Charter, the underlying principles and policies, the license described in Section 9.02 of this Charter, and the other requirements set forth herein.

[Signature blocks]