

# Global Assistive Technology Information Network EASTIN

## Articles of Association

### *Name-Head Office-Duration*

#### **Article 1**

An Association named “*Global Assistive Technology Information Network - EASTIN*”, is hereby constituted and founded in accordance with Italian Law. The Association will also be referred to as “*EASTIN*”.

The principal office of the Association is located in Milan, Piazzale Rodolfo Morandi 6, Italy. Upon decision of the Board of Directors, the principal office may be transferred, and other offices or branches may be established, elsewhere in Italy and abroad.

The Association begins on 13<sup>th</sup> December, 2006 and shall exist from this date until terminated as herein provided.

### *Aim*

#### **Article 2**

The Association has neither political nor for-profit purposes, it exclusively pursues goals of social solidarity aimed at the empowerment of people with disabilities by promoting dissemination of information and knowledge on assistive technologies to persons with disabilities themselves and to any other persons involved in the disability field.

In particular, the Association has the following aims:

- to make freely available, through the Internet, information concerning assistive technologies products – hereinafter referred to also as “*Assistive Technologies*” – at the highest level of comprehensiveness and accuracy, as reasonably determined by each Partner in accordance with their business plan or charitable objectives. The term “*Assistive Technologies*” is meant to indicate any goods or service with technological content which is useful to compensate for certain functional limitations of people with disabilities in everyday life activities and in their involvement at work, in school, in social life and in recreational activities;
- to develop collaboration and support know-how exchange among the Partners on information provision in the field of Assistive Technologies;
- to establish and run a technological platform – hereinafter referred to also as the “*EASTIN Website*” – which aggregates the data provided by the Partners to the Association from their databases, and is accessible in all Partners’ languages by means of the Internet;
- to co-ordinate harmonisation of the data structure and the information contents of the Partners’ databases with the purpose of maintaining and extending the potential to exchange and aggregate information, identify Assistive Technology products, map classified or labelled information and make links between information elements contained in the Partners’ databases;
- to support the Partners’ national activities of data collection and information dissemination on the Assistive Technologies, the use of the Partners’ Information Systems and the development of their contents and software. In order to improve the

efficiency of the Partners' activities in information gathering and publication, the Association may also develop new software, databases and services which may be complementary to the Partners' databases but not in competition with them;

- to promote dissemination of awareness, knowledge and information on Assistive Technologies among people with disabilities, families and carers of people with disabilities, professionals in health, social and educational services, manufacturers and suppliers of Assistive Technologies products, and any other people interested in the field of Assistive Technologies;
- to support the participation to Bodies which have similar and complementary a/o connected aims to the ones of the Association and of the Partners;
- to carry out any financial transaction (whether of landed property, movable assets or intangible assets such as intellectual property rights) considered useful to the achievement of the Association's goals as, for instance, to ask for financial support from International Organizations, the Countries, other Bodies, or from public and private Institutions;
- to carry out any other activity which is similar, complementary and ancillary to those listed above.

All of the activities indicated above will be carried out in accordance with every applicable law and regulation concerning the protection of copyright trademarks and patents and protection of rights of privacy.

### *Membership*

#### **Article 3**

There are two categories of Members:

- Partners
- Affiliates.

The admission of a new Member, whether Partner or Affiliate, is approved by the Assembly of the Partners with the vote of at least three-quarters of the Partners.

#### **Article 4**

Partners are and must be Bodies which, directly or through their subsidiaries:

- operate, without political a/o for-profit aims, in the field of services to people with disabilities;
- are widely acknowledged as a reference centre in the Country of incorporation, in the field of collection and publication of information concerning assistive technologies and related subjects;
- are owners a/o licensees of the databases which they make available to the Association;
- are owners of the right to publish the data provided through their databases into the EASTIN Website;
- are responsible for the contents of the data provided through their databases and published on the EASTIN Website;

- are owners a/o licensees of the intellectual property rights of the software for the interaction of their databases with the EASTIN Website a/o they have the right to adapt such software to meet the requirements of the EASTIN Website;
- comply with the applicable laws of their Country concerning the intellectual property rights of the data and of the software which are made available to the Association.

## **Article 5**

Affiliates are and must be Bodies which, directly or through their subsidiaries:

- operate, without political a/o for-profit aims, in the field of services to people with disabilities;
- are widely acknowledged as a reference centre in the Country of incorporation, in the field of collection and publication of information concerning assistive technologies and related subjects;
- provide data to the EASTIN Website by means of the EASTIN website software tools

## **Article 6**

Each Member, during its membership, irrevocably grants to the Association the non-exclusive right to use, reproduce, adapt, translate and publish in the EASTIN Website the data made available to the Association.

Notwithstanding the above, the Members shall remain free to use, reproduce, adapt, translate and publish the data contained in their respective databases without restraints.

The data made available to the Association by a Member cannot be used a/o reproduced a/o adapted a/o translated by the other Members and by the Association out of the EASTIN Website, without written permission by that Member.

## **Article 7**

The rules of this Articles of Association are binding for all the Members, as well as all the decisions of the Association's bodies.

With regards to the data made available to the Association, the Members have to comply with the requirements of harmonisation and integration established by the Assembly of the Partners. To such end the Assembly of the Partners shall form and yearly update a technical instrument.

The Members contribute to the Association's expenses by paying the membership fees established by the Assembly of the Partners.

The membership fee shall be paid by the 31<sup>st</sup> of January of each year.

### *Withdrawals and exclusions of Members*

## **Article 8**

The Members can withdraw from the Association at will.

The notification of the withdrawal shall be sent by email to the President and the withdrawal has immediate effect. Any references to the excluded member shall be removed from the Eastin website within 30 days.

The withdrawing Member shall neither be entitled to recover its payments to the Association, nor claim any right on the Association's assets.

## **Article 9**

The Assembly of the Partners can determine the exclusion of a Member, with the vote of three-quarters of the Partners, in the following cases:

- breach of any of the requirements listed in these Articles of Association;
- infringement of the intellectual property rights;
- failure of payment of the membership fee after two reminders.

The exclusion has effect from the day of its determination by the Assembly. The decision will be notified to the known e-mail address of the excluded member. Any references to the excluded member shall be removed from the Eastin website within 30 days.

The excluded Member shall neither be entitled to recover its payments to the Association, nor claim any right on the Association's assets.

### *Software protection*

## **Article 10**

The Partners shall remain holders of the intellectual property rights of each respective software, including any existing licenses. However, the Partners must freely grant to the Association the non-exclusive license to use their software for the management of the EASTIN Website.

The Partners do their utmost to grant to the Association and to the other Partners the right of reproducing, adapting, transforming and making any other modification of the source code of each software in order to obtain the necessary information to achieve the interaction among the software within the EASTIN Website.

Without the express authorisation by the granting Partner, it is forbidden for the Association and the other Partners to use, reproduce, adapt, transform and modify the source code for different purposes than those mentioned in the paragraph above.

The ownership of new a/o different versions a/o updating of software created for the Association's purposes either by the Partners or with the co-operation of all or some of them, or with the co-operation of those latter and of the Association, shall belong to the author or shall be shared with all the co-authors, according to the relevant applicable laws. However, the so created software shall be made available to the Association for its purposes.

### *Association's Bodies*

## **Article 11**

The Association's Bodies are:

- the Assembly of the Partners;

- the President of the Association;
- the Board of Directors;
- the Auditor.

The offices held within the Association shall not be paid. The reimbursement of the expenses borne by the Partners and by the Association's Bodies on behalf of the Association in the fulfilment of the social duties shall be determined by the Assembly of the Partners.

### *The Assembly of the Partners*

#### **Article 12**

The Assembly of the Partners resolves upon the policy of the Association and takes all the necessary resolutions to promote its aims and to ensure its accurate management.

Only the Partners that duly paid the membership fee and that are registered in the Partners' book at least thirty days before the date of the meeting shall take part in the Assembly of the Partners with the right to vote.

Each Partner is entitled to one vote. The voting rights may also be exercised by proxy. The proxy shall be granted in writing to another Partner, but each Partner cannot have more than two proxies.

Affiliates are welcome to participate in the Assembly of Partners, although without right to vote.

#### **Article 13**

The Partners shall meet at least twice per year for the approval of the Association's budget and final balance.

The President of the Association – and, in his/her absence, the Vice-President – shall call the Assembly of the Partners when he/she deems it appropriate or when he/she is requested to do so in writing by at least 50% of the Partners who shall indicate the reasons for their request.

The notice of call shall indicate the date, hour and place of first and second call, and it shall include a brief indication of the topics to be discussed.

The notice of call must be sent to the Partners, by any other means that guarantees that the notification is received, at least twenty days (or five days in case of urgency) before the date of the meeting. Written notice of the meeting shall also be published on the restricted area in the EASTIN Website.

However, the Assembly of the Partners shall be held valid, even if not called, when all the Partners take part in it.

The Assembly of the Partners may meet at the Association's principal office or in any other place, in Italy and abroad. The Partners may participate to the meetings also at distance through the use of video or audio conferences or other technical communications means, provided that all the members participating to such meeting can duly interact.

## **Article 14**

At the opening of each session, the Assembly of the Partners appoints, among its members, a Chairman and a Secretary who shall sign the minutes of the meeting.

The Assembly of the Partners is validly constituted at the first call when all the Partners are present or are validly represented by proxy. At the second call, the Assembly of the Partners is validly constituted when at least three-quarters of the Partners are present.

If the Assembly of the Partners is validly constituted, resolutions are passed with the affirmative vote of three-quarters of the Partners which are present or are duly represented by proxy.

Further, in case one or more Partners are interested in taking part in a call for proposals for the purpose of obtaining financial support or aid from International Organizations, Countries, other Bodies, or from public or private Institutions, the resolution concerning the participation of the Association in such calls shall be passed, also at the second call, with the affirmative vote of all the Partners.

The Partners shall be informed of the acts of the Assembly of the Partners by means of a written message sent by e-mail. Copy of the Minutes of the Assembly of the Partners shall be at the disposal of all the Partners in the restricted area of the EASTIN Website.

## **Article 15**

The Assembly of the Partners has the following duties:

- to establish the general directives of the Association's activity;
- to appoint and remove the President, the Vice-President and the members of the Board of Directors;
- to appoint and remove the Auditor;
- to approve, by January 31st, the budget and, by June 30th, the annual accounts of the Association;
- to establish the amount of the annual membership fee;
- to accept any donations and bequests determining their allocation;
- to undertake any resolution of extraordinary administration;
- to make any amendment to this Articles of Association;
- to determine and approve the admittance or the exclusion of a Member;
- to establish the winding up of the Association and the allocation of its assets;
- to establish if the Association shall take part in a call for proposals for the purpose of obtaining financial support a/o aid;
- to undertake any legal action against the President, any member of the Board of Directors, the Auditor.

## *Administration of the Association*

### **Article 16**

The Association shall be administered by a Board of Directors (The Board), which is appointed by the Assembly of the Partners.

The Board is composed of three members including the President and the Vice-President of the Association. They shall serve for three years and can be re-appointed.

The Vice-President shall replace the President in case of his/her absence or temporary disability.

### **Article 17**

To the Board are granted the general powers of ordinary administration, including, but not limited to, any resolution it considers appropriate to fulfil and achieve the goals of the Association, only excluding the resolutions which are reserved to the Assembly of the Partners by the law and by this Articles of Association.

In particular, the Board has the following duties:

- to draft the documents to be submitted to the Assembly of the Partners;
- to develop the proposals for the management of the Association;
- to draft the budget detailing the estimate of the expenses and of the revenues of the following year;
- to draft the final accounts detailing the expenses and the revenues of the year;
- to draft the requests for financial support.

The resolutions of the Board shall be made available to all the Partners in the restricted area of the EASTIN Website.

The Board meets at the Association's principal office, or at the Partners' headquarters, or via video or audio conferences or other technical communications means, and it is validly established when all the members take part in it.

The Board is called by the President of the Association whenever he/she deems it necessary, or when it is required by a Member of the Board or by at least two Partners.

## *The President of the Association*

### **Article 18**

The President represents the Association before any third parties and before the Courts.

The President has the authority to act on behalf of the Association and to sign any relevant instrument.

The President calls and presides over the Board of Directors.

## *The Auditor*

### **Article 19**

The Auditor is appointed by the Assembly of the Partners. However, the President, the Vice-President, or any member of the Board of Directors cannot be appointed as Auditor.

The Auditor periodically checks the formal and substantial accuracy and consistency of the accounts with the applicable laws, and drafts the reports to be attached to the budget and to the final accounts.

The Auditor shall serve for three years and can be re-appointed.

## *Property and financial transactions*

### **Article 20**

The Association's financial resources shall consist of:

- the membership fees;
- any financial support from International Organizations, from the Countries, from other Bodies, or from public and private Institutions;
- any sum received by the Association;
- donations and bequests;
- reimbursements;
- returns from residual commercial and productive activities.

Donations, bequests and payments in financial support are accepted by the Assembly of the Partners which determines the allocation of the funds in accordance with the Association's statutory purposes.

The fiscal year runs from 1<sup>st</sup> January to 31<sup>st</sup> December of each year.

The Board of the Association shall draft the budget, by December of each year, and the final accounts, by May of each year, to be submitted to the Assembly of the Partners for their approval.

The budget and the final accounts shall be made available to the Partners at the Association's principal office and by publication in the restricted area of the EASTIN Website at least twenty days before the date of the first call of the Assembly of the Partners.

## *Winding up*

### **Article 21**

In case of winding up, the Assembly of the Partners shall determine the allocation of the Association's assets.