

Memorandum of Cooperation

regarding the formation of CC Europe **as an entity**

The members to this Memorandum of Cooperation (subs.: the Memorandum), **which can be found listed in Annex I** (subs.: the Members, or a Member);

Objectives

Desiring to foster the exchange between European CC Jurisdiction Projects in any possible way;

Desiring to coordinate their efforts in communicating with Organisations, Institutions, Officials and Agencies of the EU level;

Desiring to enable additional fundraising apart from their respective national campaigns;

Relation to Creative Commons Inc.

Recognising the independence of each Member, within the scope of

- the Creative Commons Memorandum of Understanding (<http://wiki.creativecommons.org/images/d/d9/CCiMOU.pdf>)
- and/or the Affiliation Agreement (http://wiki.creativecommons.org/images/1/1d/Public_Affiliate_Agreement.pdf)
http://wiki.creativecommons.org/images/c/cb/Legal_Affiliate.pdf)

in respect of proceedings and activities related to Creative Commons arising in the Member's home jurisdiction;

Recognising the need for maintaining direct communication between each Member and Creative Commons Inc. without any intermediate layer of mandatory consultation whatsoever;

Activities

Hereby agree to cooperate under the terms of this Memorandum; **this** may entail the formation of a legal entity named „CC Europe“. **This entity is to be chartered under the law of [country] by [details].** Together the Members will engage in the following activities, **especially** as far as they cannot reasonably be entered into by one or more Members themselves:

Offer a platform to attract certain funding that is available on a transnational scale only or otherwise not attractable by CC Jurisdiction Projects;

Support a constant coordination and collaboration of European CC Jurisdiction Projects through organising events, meetings and other means of information exchange and initiating common activities, which may also result in CC Europe **itself** fulfilling certain tasks, such as conducting research, on behalf of the Members;

Act as a European face of the community of activists that are supporting Creative Commons **on a day to day basis** (both as the concept it is as well as the organisation that is Creative Commons Inc.)

on a day to day basis, especially by working towards the formation of common opinions and position papers of the Members on specific issues and questions arising on the European level, e.g. in the course of consultations on European legislation;

Provide a central contact point for any kind of communication concerning Creative Commons licensing, the ideas and organisational structures behind it and other related matters on the European level, f. e. by maintaining a suitable e-mail address, website and the like;

Promote Creative Commons licensing in any way appropriate on the European level, f. e. by enhancing outreach in various ways, notwithstanding that engaging in active lobbying is not a primary task to this end; CC Europe seeks to take a proactive role in expanding and building the Creative Commons Communities in Europe and endeavour to help identify networks and potential cooperation partners particularly in countries where no recognised Creative Commons jurisdiction projects exist.

Procedure

Decisions of the Members such as agreements, elections and common opinions must be sought to result in a unanimous vote. Should the attempt to come to that level of agreement fail, a decision is reached in a second attempt if two thirds of the Members is affirmative. Each member shall have one vote with a maximum of one vote per CC jurisdiction; In cases where there is more than one member from a cc-jurisdiction these members must coordinate their voting behavior accordingly.

Representation of CC Europe as an entity is done on the European level by one or two Representatives, as agreed upon by the Members, for the period of one year. , and, on the national level by the respective CC Jurisdiction Project Leads. In case there is no CC Jurisdiction Project present in the country where representation is needed, a Member is to be chosen as representative;

Membership to this Memorandum is equivalent to being a part of CC Europe. Additional persons, institutions or organisations can become Members, provided they have previously become a CC Affiliate by signing the Creative Commons Affiliate Agreement and thereby represent a CC Jurisdiction Project of a Country primarily within, but not limited to, the scope of the Council of Europe. Membership to this Memorandum ends if a Member declares to depart from the Memorandum or is no longer officially affiliated to Creative Commons Inc.

Alterations and Amendments can be made to this Memorandum if all Members have expressed their consent after being duly informed about the intended changes. The addition of a new member shall not be regarded as an alteration or amendment of the Memorandum.

Signed ...