### 2nd CLARIN ERIC STEERING COMMITTEE MEETING

April 15, 2011, Ministry of Education, Culture and Science, The Hague, the Netherlands

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CLARIN ERIC TECHNICAL and SCIENTIFIC DESCRIPTION

Document for electronic submission
May 2011
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1. Overall Objectives and Vision
The ultimate objective of CLARIN ERIC is to advance research in humanities and social sciences by giving researchers unified single sign-on access to a platform which integrates language-based resources and advanced tools at a European level. This shall be implemented by the construction and operation of a shared distributed infrastructure that aims at making language resources, technology and expertise available to the humanities and social sciences (henceforth abbreviated HSS) research communities at large.

In many countries as well as at the EU level much effort has been and is being put into the creation of digital collections of language based data (language resources, which could be in the form of textual, audio, visual or multimodal data) and the development of technologies and tools to explore, retrieve, exploit, study or enhance these data. This has led to a wealth of resources and tools, but geographically and technically fragmented and not easily found or accessed by HSS scholars without technological background. The CLARIN vision is to create a sustainable infrastructure that will provide the HSS research community with easy and lasting access to existing and future language resources and state-of-the-art tools, wherever they are located, thus enabling world class, innovative HSS research capable of crossing national, linguistic and discipline boundaries. CLARIN will empower HSS scholars working with language material to meet new research opportunities being introduced by the ever growing and accessible data collections and novel combinations of existing services.

Language is at the heart of many disciplines in the Humanities and Social Sciences (HSS), be it as an object of study, an instrument for communication and expression, or a means to record information and knowledge. Thus language resources and the tools that can extract knowledge from them are at the basis of scientific discovery in many disciplines. The multilingual nature of Europe constitutes a special challenge here, but over the last decades Europe has become a world leader in multilingual language processing, from which the CLARIN user community can greatly benefit.

A number of features make CLARIN different from large scale document retrieval facilities such as Google. One is that CLARIN does not only give access to documents that can be found on public archives, freely accessible for everybody but also to archives with restricted access (e.g. for research purposes only), and that users can build virtual collections consisting of data found in different places. Another is that users have access to advanced language processing tools that enable them to perform operations on such collections, which allows them to ask questions such as „Find all documents in CLARIN archives from the 18th century that speak negatively about slavery“, or „Find all recorded German TV news programmes from 2003 where German is spoken with a French accent“.

To achieve its objectives CLARIN ERIC will undertake a variety of activities along various dimensions, the most important of which we will describe briefly here. First we will give a global overview of how CLARIN is shaped in terms of scope, organisation and responsibilities and the specific role of CLARIN ERIC.
2. Structure, scope and responsibilities

2.1. Structure

The picture below sketches the most important components of CLARIN and the way they are interrelated.

The vertical orange rectangles labelled „Member“ or „M“ represent the CLARIN-related activities in each of the member countries (or intergovernmental organisations). They typically comprise (i) the creation of expert knowledge, digital content, data, and tools (the lower part of the rectangle, also referred to as the Content Component), and (ii) the operation of technical facilities and organisational measures at the national level aimed at preserving, sharing and distributing the content (represented by the upper part of the boxes, referred to as the Infrastructure Component at the national level).

The horizontal yellow rectangle covering and interconnecting the Infrastructure Components of the members’ activities is the core of CLARIN, and will be referred to as the CLARIN Infrastructure, where content, tools and knowledge are seamlessly shared and interconnected across member countries.

The role of CLARIN ERIC, which is represented by the horizontal green box labelled CLARIN ERIC, is to act as the governance and coordination body of all activities of the CLARIN Infrastructure layer, ranging from establishment, construction, and operation to further evolution following the advancement of research and technology. This governance and coordination role is reflected by the white downward arrows.

CLARIN ERIC is the element of CLARIN that turns a collection of unconnected or loosely connected infrastructural activities and initiatives at the national level into a truly European
Infrastructure, that operates on a European scale, at the same time respecting the subsidiarity principle by leaving the responsibility for the technical implementation of the construction and the operation with the members.

2.2 Scope and responsibilities

The scope of CLARIN (as the name of a pan-European endeavour) is wide and involves all aspects of creating, providing access to, sharing, maintaining and preserving content, comprising human knowledge and expertise, digital data, digital tools and services related to the use of language in HSS research.

The scope of the CLARIN Infrastructure is much narrower and covers the technical and organisational measures and facilities that make access, sharing, maintaining and preserving content possible. The creation of all forms of content, as well as carrying out research other than what is needed for the operation or instrumentation of the infrastructure does not fall within its scope, but it goes without saying that without the content the infrastructure would be of little practical value for the research community.

The focus of CLARIN ERIC is on the establishment and operation of the CLARIN infrastructure, with a view to providing access to the content, and not on the creation of the content itself. The responsibility of CLARIN ERIC is to provide the governance and coordination that is required to make the joint operation of the CLARIN Infrastructure by the members possible.

CLARIN ERIC Members have the following main responsibilities:

They contribute to CLARIN ERIC by an annual fee in cash, and a contribution in kind by participation in the governance and coordination activities of CLARIN ERIC.

They contribute to the CLARIN Infrastructure by providing infrastructure services, to be coordinated by CLARIN ERIC in order to ensure interoperability on a European scale.

They contribute to the CLARIN Content Component by providing (and funding) the creation and maintenance of expertise, data, and tools to be shared through CLARIN. Volume and nature of this part of the contribution is left to the discretion of the member, but in order to count as a contribution to CLARIN compliance with CLARIN standards is required. Coordination of such activities under the auspices of CLARIN ERIC is possible, but not required.

3 Main Areas of Activity within CLARIN

In this section we present the main areas of activity in CLARIN:

- The technical infrastructure
- The knowledge sharing infrastructure
- Content creation

3.1 The Technical Infrastructure

Language resources are expensive and time-consuming to create or collect, and only sharing them will allow the research community to build on the achievements of others and thus to advance HSS research rather than to reinvent wheels. The creation of language resources is the joint responsibility of all CLARIN members. The selection of material to be digitized or created, tools to be built will normally depend on priorities following from national research programmes. The added value of CLARIN at the European level is that by supporting a set of standards for representation, interoperability and quality, resources can be exchanged and shared, and combined with other
resources. The technical infrastructure will make this sharing possible in practice. The involvement of the ministries in CLARIN ERIC will help promoting the adoption of CLARIN standards in national programmes in a coordinated way at the European level.

Even if CLARIN standards will be widely adopted many digital archives and repositories still contain legacy material or provide services that don’t comply with any external standards. A considerable effort will be required at the national level to bring them up to current standards, and CLARIN will offer a platform to exchange both expertise and tools to support this work at the European level.

The Technical Infrastructure is the core of CLARIN since it will provide access to the integrated and interoperable domain of language resources that can be seamlessly used by HSS researchers. From the user point of view there will be one single collection of data and tools, covering the offerings from tens or eventually even hundreds of centres all across Europe, which he (or she) can all find and access from behind the desk working with an easy to use web application. This should be possible for the user by using one identity, one single sign-on and by creating virtual collections he/she wants to work on, and virtual workflows\(^1\) he/she wants to execute. The definition and maintenance of a collection of formal and de facto standards (emerging or existing), and the provision of tools and databases to support structural and semantic mapping will facilitate integration and interoperability between data and services, both within and across centres. This will allow researchers to ask old questions to new (and larger) collections of data, to ask new questions (based on new tools) to old data, and new questions to new data – not to speak of hitherto unthought-of combinations of data and research questions.

Given the current fragmentation and the differences between languages and their usage turning this vision into reality is a huge challenge which can only be approximated by a stepwise process.

**Agreements and Standards**

Most important is the establishment of an integrated and interoperable domain of language resources and services optimized for seamless access and use. Many standards and de facto standards already exist for the domain, both for resources and tools, and others still need to be developed. It should be mentioned here that Europeans, including CLARIN partners, have participated actively to the creation of standards for the field. As the adherence to common standards is a prerequisite to the success of CLARIN all CLARIN national consortia and other participants agree to contribute to developing standards and agreements, adapt them for their own language if necessary and adhere to them. Where necessary CLARIN ERIC will create working groups in close collaboration with the national teams and appoint chairpersons who are knowledgeable in their domain to foster harmonization actively.

**Centres**

It is widely agreed in many research infrastructures that centres form the backbone of the set of stable and persistent services that will enable e-Science. Language resources and tools are created in a highly distributed fashion and that will remain the major source for scientific progress. Turning such fragmented resources and tools into a stable, integrated and interoperable domain can only be

\(^1\) Workflows are sequences of operations that are executed to achieve a certain result which could be the creation of an annotation or the extraction of named entities to just mention two examples.
done by specialized service centres that support the research process. Such centres can appear in various forms and can offer different service levels. According to the CLARIN classification there will be institutions that offer services, but cannot guarantee stability and CLARIN compliance. These are very useful, but they alone cannot create CLARIN. It is the centres that fulfil the CLARIN requirements that will actively contribute to offering the required services at the level needed:

- They will host language resources and their metadata and offer resource related services such as deposit, long-term archiving, metadata, resource access and resource utilization services.
- They will offer operational services by developing, deploying and maintaining standalone tools, web applications, virtual research environments and web services that can be used by researchers.
- They will offer expertise of various sorts such as giving support and help to users, maintaining high level knowledge, participating in education and training programs, developing and maintaining converters and taking care of agreed formats and standards.
- They will offer a variety of infrastructure services part of which will be provided in collaboration with CLARIN-external service centres such as large computer centres. A few examples can be given here, but this list may be subject to changes due to technological innovation and the emergence of the eco-system of infrastructures (see section 4):
  - Open registries will host important information about centres (harvesting addresses, etc.), persistent identifiers of resources and tools\(^2\), categories that are used to describe linguistic phenomena and thus foster semantic interoperability and schemas that are used to specify the structure of resources and messages being exchanged.
  - For a smoothly operating distributed authentication and authorization domain, centres will be assigned to maintain information about the service provider federation, the state of agreements with the national identity federations and eduGain, the virtual organization database storing additional user information and other topics that may arise.
  - Portals giving access to the rich domain of language resources and tools will be established and maintained. They will include virtual research environments of various sorts, offer searching and browsing interfaces to find suitable resources and tools, carry out harvesting activities and the required semantic mapping, provide filters and workflow creation and execution environments and perhaps also maintain information about projects, persons and other contextual information.
  - Of great importance in the future will be services that implement a web-based processing scenario, i.e. services that offer CPU time, storage capacity, workspaces for temporary results, etc.

The way centres will be organized may vary, some may want to focus on a single type of service, and others may offer several of them. This will also change in the future, dependent on technological developments. The services provided by each member will be described in the membership agreement.

Obviously, certain services will be offered simultaneously by a number of centres to achieve a high availability by redundancy. Also the development of certain services will be shared amongst a number of countries\(^3\). In particular certain areas of expertise will not only be hosted by one

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\(^2\) As an example we can refer to EPIC (European PID Consortium) that will allow registering and resolving persistent identifiers.

\(^3\) As an example we can refer to the development of the tools supporting CMDI (Component based MetaData Infrastructure) which was shared amongst The Netherlands, Germany, Austria and Sweden.
institution. CLARIN will set up virtual competence centres where necessary to bring the experts together.

As the CLARIN technical infrastructure centres are such important components in the CLARIN ERIC organisation, there will be a standing committee for CLARIN technical centres. This standing committee consists of the centre directors (or representatives designated by the directors) for all CLARIN technical centres. The role of the committee shall be to take implementation decisions, to coordinate the implementation, to give advice and make requests and proposals to the CLARIN ERIC and to the National Coordinators in order to ensure consistency, coherence and stability of services across CLARIN member countries and centres. The Annex to this document describes in more detail the types of centres that will be part of CLARIN and the way they will be assessed and selected.

**Quality Assessment**

One of the most important aspects in an increasingly anonymous domain of distributed services is centrally organized quality assessment. CLARIN ERIC will maintain a reference document that specifies the requirements at all levels. Each activity that is claiming being a CLARIN activity, needs to be evaluated according to the requirements. A close synchronization with quality assessment initiatives such as MOIMS-RAC, DRAMBORA and DSA is envisaged, in particular to assess the quality of the centres that are participating in the backbone of the infrastructure. Adherence of activities to agreements and standards will be assessed and associated with the CLARIN Compliance Seal (CCS). Activities which are compliant are allowed to use CCS.

**Access**

All researchers from all countries will have access to material for which no authentication is required by the owner.

Researchers from CLARIN ERIC member countries who are part of an authentication system through their home institutions will have full, single sign-on, access to all facilities. No fees will be applicable except for services offered to CLARIN by third parties against a fee.

Researchers from CLARIN ERIC member countries who are not part of an authentication system and who can provide proper credentials can apply for guest status, and will have the same rights.

Researchers from countries that are not members of CLARIN ERIC will have full access if their home institution has signed an agreement with CLARIN ERIC and is part of an authentication system. The agreement will normally include an annual fee to be paid by the institution.

Special arrangements can be made with researchers from non-member countries who are not part of an authentication system, if they can provide proper credentials. A fee will be applicable.

### 3.2 Knowledge sharing infrastructure

The possibility alone to get access to more data and tools will not be sufficient to advance research and to integrate research efforts on a European scale. First of all the use of digital methods in the humanities and social sciences is not yet as wide-spread and well-developed as in other research areas, which means that a major education and awareness effort is needed to equip a whole new generation of researchers with the skills and methods to integrate digital methods in their day-to-day research activities. Secondly the vast amount of experience and expertise that exist in many different places in Europe can only be mobilized and exploited on a European scale through coordinated efforts. This means that in order to have a real impact CLARIN cannot rely on just providing and coordinating a technical infrastructure, but it needs to be accompanied by a knowledge sharing infrastructure, covering the whole spectrum from basic training and education to the creation of real
and virtual centres of expertise where cutting edge research can be conducted and expertise and results can be shared.

An infrastructure where the individual researchers deposit data and deploy tools so that many can use them will only work, when there are experts who can help other researchers with advice about them. They will be the provide help-desk functions and consultancy, assisting with all kinds of questions.

Currently the number of experts that have a complete overview of the relevant collection of standards for example is relatively small, and mostly self-taught, also there are only few experts that combine fair knowledge about the application domain and the set of information technologies that need to be applied and extended. Thus one essential part is to set up systematic training facilities to educate our own experts who can then carry out the necessary acceleration in infrastructure building.

**Expert Network**

The content will be created and maintained on a broad scale by the national centres and experts, since primarily it is the task of each country to take care of their languages and the language material the corresponding centres are hosting for the benefits of the research. However, the knowledge about these resources, certainly the tools/services and the secondary resources, will be shared at European level and even beyond, e.g. the creation and maintenance of the data categories registered in ISOcat is a task shared by experts worldwide. Certainly in the start phase much support and help will be required to allow researchers working with the new facilities seamlessly.

**Ethical and legal Issues**

Another important component of expert knowledge has to do with the complex situation of rights, which cannot be ignored, and which can create real obstacles for progress. As many of the data repositories in CLARIN are distributors rather than owners of data, the rights of the original owners and the constraints they have imposed on the use of their data, as well as the rights of the people described by the data have to be protected and respected. In CLARIN this will be done through the creation and maintenance of a licensing, access and authentication framework that on the one hand ensures light and easy access and at the same time protects the legitimate and reasonable rights of owners of data and tools and privacy of individuals. Experts are needed who deeply understand this complex matter in an increasingly international scenario, and who can translate this into suggestions guaranteeing usability. Experts give advice to depositors, centres and users of how to set up regulations that will help to overcome current boundaries hampering the optimal usage of an integrated and interoperable resource and tool domain. To this end, CLARIN will create a network of collaborating experts from a number of countries.

**Education and Training**

As was already successfully started at the national level, much education and training effort will be required to help the current generation of scholars, to create a new generation of researchers and to build up a network of young technologists to maintain the infrastructure and to support the researchers. A whole set of activities will be planned addressing the various levels of expertise and intentions such as working out university curricula and creating e-Learning objects, giving rotating lectures, organizing seminars, workshops and tutorials on specific topics, organizing summer schools. To make this feasible CLARIN will define modules of expertise that can be integrated easily into courses and have experts that can share the job of presenting these modules. As experienced in 2010, education and training are very time consuming activities and need to be spread on many shoulders. The fact that several countries have already started this and have built up some
expertise, is a very good point of departure for CLARIN ERIC. Obviously there will be language-specific topics, but most issues can be dealt with by experts at the European level.

3.3 Creation of content

Above we have described the technical infrastructure as the backbone of CLARIN, but of course the technical infrastructure needs to be populated with language resources and tools, and we need expertise in all the disciplines that are contributing to CLARIN. This is what we call the Content Component. Like the technical infrastructure, this component is the responsibility of the national consortia. This means that the Content Component is based on the availability and usability of language related content stored in databases of various sorts (texts, recordings, annotations, lexica, grammars, time series, ontologies, etc.) and on the availability of human resources that give assistance in all kinds of ways and that make use of all types of useful information channels.

National consortia

It is the responsibility of each member to create a national consortium and to appoint a national coordinator. The national consortium will comprise those institutions (universities, research centres, libraries and the like) which are judged to have an interest and expertise in building up CLARIN resources and tools. All institutions in the country will of course be able to use the infrastructure, through the authentication and authorisation system. The list of the partners in each national consortium will appear as an annex to the membership agreement. The national coordinator will act as a main liaison between CLARIN ERIC and the national partners. At the same time, the national coordinator will liaise with the other national coordinators in order to ensure coherence and consistency across member countries.

Language resources and tools

Language resources and tools are the content that will populate the technical infrastructure. Many resources and tools exist already and these have to be integrated into the repositories at the CLARIN centres. This involves a good deal of expertise, for creating metadata, for converting to other standards if relevant etc. So the curation of existing data and tools will be a major effort to undertake during the first years. The benefits of this endeavour are obvious: the fragmented legacy resources and tools become available in a uniform way, in larger collections with other resources, and to a much larger audience. Apart from integrating existing resources, it is a grand challenge for the national groups to create new resources and tools; this will be done in accordance with national programmes and priorities. The membership agreement has an annex describing these efforts.

It is important to keep in mind that CLARIN ERIC will not be responsible for the planning and coordination of the creation of data and tools at the national level. CLARIN members will be completely autonomous in the organisation of the creation of content according to their own national priorities. Their main commitment in connection with the creation of content is that, wherever possible, they will insist on sharing data, tools and expertise with the research community at large, and on complying with CLARIN standards.

CLARIN ERIC will offer a platform for its members to initiate and stimulate a variety of joint activities which may be joint projects based on national funds, or joint EC projects where ERICs have the right to participate as a full-fledged consortium. Such joint actions could very well be dedicated to the creation of content, but participation will be on a voluntary basis.
4 Embedding
The eco-system of infrastructures
The ESFRI process and the e-Infrastructure activities have clearly indicated that there is a broad awareness of the need to revolutionize the infrastructures to enable e-Science, thus CLARIN is embedded in a whole spectrum of activities in the HSS domain (e.g. DARIAH, CESSDA, ESS, SHARE, EHRI, centerNet, ADHO), in other research fields and by approaches delivering common services (GEANT, EGI, PRACE, ...). For the management of data, this collaborative scenario has been perfectly described by the High Level Expert Group on Scientific Data as denoted in the figure. Research infrastructures operating close to the researchers will make use of common services offered by data/computing centres for example. Along the discipline dimension CLARIN has a strong commitment to close collaboration with existing and emerging infrastructures in related areas and will actively explore collaboration possibilities with other disciplines where language plays a role.

International embedding
Along the geographical dimension it is a high priority for CLARIN to liaise with related initiatives in further countries in Europe and other continents. Collaborations on world-scale are already in progress in the area of Digital Humanities (e.g. CHAIN, centerNet, Bamboo), in natural language and speech processing (e.g. Brazil), in the development and harvesting of metadata (e.g. OLAC, LDC, ISOcat), and in the documentation of endangered languages (e.g. INET). This collaboration is continuously expanding and will significantly increase the volume of data and services our research community will have access to, and open up for new collaborations.
5. The ERIC requirements

5.1 Necessity

**HSS research is European:** In Europe neither the history nor the present can be studied on a country by country basis. The present fragmentation of data collections across Europe (and even within countries) creates a significant stumbling block for researchers who want to get access to existing data collections to understand the broader perspective. Only a Europe-wide initiative can offer principled and sustainable solutions to this problem.

**Language processing tools and services should be shared:** From the perspective of technology and tools available to the researcher it should be noted that many EU and national programmes have led to the creation of advanced language processing tools and facilities that are now available in many countries and for many languages. By sharing these tools and facilities between research communities across Europe they can be more widely used and enhanced, thus giving a significantly better return on the investment made and enabling countries with smaller economies to benefit from the results of European and national language and speech technology programmes. CLARIN offers the technical facilities, the agreements on standards and the organisational framework that are necessary to make this sharing possible at a European scale.

**The ERIC as the governance body:** During the execution of the CLARIN Preparatory Phase Project various potential organisation models for the coordination between tens, or even hundreds of data, service and knowledge centres have been investigated. Based of the consortium’s own and (in parallel) the EC’s explorations of possible models the ERIC has been selected as the best possible candidate, because it is firmly anchored in governments (as opposed to research institutions), which gives it the following important advantages:

- it is more sustainable than e.g. a project based approach
- it has more authority than e.g. an association or foundation set up by research institutes
- through the funding agencies in the participating countries it is in a better position to enforce sharing of research results and data, and the adoption of standards by the research community and by the operators of infrastructures at the national level
- it allows for bundling activities at the national level through national consortia and collaborating between consortia
- an ERIC can apply for funding from EC programmes as a full consortium

5.2 Strengthening the ERA

**Joint access to data:** Joint research across Europe requires joint access to the same data collections, across national frontiers. By interconnecting these collections and providing single sign-on access CLARIN ERIC constitutes a key facilitator for transnational research in the humanities and social sciences, which will give the ERA new impulses.

**Broad dissemination of results:** Using CLARIN as an instrument to disseminate and share on a European scale results obtained by national and international research activities, CLARIN facilitates building new research on the achievements of earlier efforts.

**Crossing national and discipline borders:** In general CLARIN will allow for interconnecting researchers, their data and their results across national and discipline borders. CLARIN will promote this collaboration and its new results, which may also be new methods and new paradigms for
research. This way, CLARIN is one of the necessary building blocks for HSS research and HSS e-Science in the ERA.

5.3 Effective access

Access to all: As a principle, CLARIN aims to give access to all users, restricted only by the necessary licenses and privacy clauses.

Sharing limited capacity: CLARIN is a data and service infrastructure. This means that normally users will not experience problems cause by limited capacity. In those cases where capacity is a problem (e.g. in connection with access to specific computing facilities) CLARIN will make use of peer reviews to select high quality proposals, but at the same time reserve part of the limited capacity to provide new, promising players with access and support to help them to reach maturity.

Open access: CLARIN will actively promote open access, but it can not overrule restrictions following from legal or ethical considerations or access restrictions imposed by the rightful owner of resources. Information about such restrictions and procedures to obtain permission to access restricted materials will be clearly indicated.

Taking away technical obstacles: As the target audience includes scholars without any technical background the most prominent obstacle for effective access may be the lack of expertise in making effective use of the data and tools which are available. The CLARIN knowledge sharing infrastructure will help educating future (generations of) researchers and supporting existing users.

Ease of access: Especially for its members, CLARIN will offer easy single sign-on access to those data and services that require authentication or identification. Non-members will still have access to the same data collections, but they may have to make their own arrangements with owners or centres to obtain permission, set up accounts and sign licenses.

5.4 Mobility

Virtual mobility: Data infrastructures such as CLARIN do not require or necessarily lead to mobility of researchers in the physical space. At the same time it generates an unprecedented virtual mobility in that researchers can access from behind their desk and even within one single workflow data and services residing in many different parts of Europe or, eventually, even the world. It will facilitate collaboration with colleagues, working with exactly the same data sets and tools, but sitting in different countries. Results that take the shape of new data or tools will, if possible, be fed back into CLARIN, so that the research community at large can benefit from them and build on them.

Physical mobility: Virtual mobility cannot replace physical mobility entirely, and in CLARIN’s knowledge sharing infrastructure member countries are expected to provide support for their own researchers for short visits to centres of expertise abroad or to receive researchers in their own centres of expertise.

5.5 Dissemination

Dissemination in CLARIN is the main purpose of the knowledge sharing and technical infrastructure, along various dimensions, addressing different audiences and with different objectives.
**For all researchers:** The main purpose of CLARIN is to provide a facility to share (and thus disseminate) digital data and language processing tools on a European scale. Metadata services will help the user finding the data and tools he needs. Persistent identifier services will ensure that data can be referred to in a sustainable way. Centres of excellence, dedicated to advanced and specialized topics will help disseminating advanced knowledge and expertise through the research community.

**For non-technical and future researchers:** Broad adoption and integration of digital methods in the HSS research practice requires a massive training, education and awareness effort, as well as well-organised help-desk and support facilities. Such activities will be at the heart of the CLARIN knowledge sharing infrastructure.

**For experts needed to support the further development of the CLARIN infrastructure:** Special training initiatives will be deployed to create the next generation of experts to work on the infrastructure.

### 6 Concluding remarks

In this document we have presented the CLARIN vision and objectives, the way it is structured and the division of roles between the various components of CLARIN that can be identified at the European and at the national level.

We have highlighted the most important features and challenges of the technical infrastructure, presented the knowledge sharing infrastructure that goes hand in hand with the technical infrastructure, and we have emphasized the importance of the creation of content to populate the infrastructure with data, tools and knowledge.

We have shown that CLARIN is not an isolated incident but that it should be seen as part of an evolving ecosystem of research infrastructures, both at the European and at the global level.

In the last section we have explained how CLARIN satisfies the criteria for the creation of an ERIC as its governing and coordinating body.

The capability to conduct cutting edge research in the humanities and social sciences does not depend on the size of the language or the country, but is determined by the quality of the researchers and the access to relevant data and tools, which is why CLARIN ERIC has the ultimate ambition to cover all EU, candidate and associated countries. This is necessarily an evolutionary process, as not all countries find themselves in the same starting position that would allow them to join CLARIN ERIC from the very beginning. Typical obstacles can originate from many factors external to CLARIN, such as the timing of the national roadmap process, existing financial commitments and funding cycles, VAT issues, recognition of the ERIC as a legal entity, or the state of development of the infrastructure facilities at the national level.

The fact that not all countries that signed the CLARIN ERIC MoU may also be capable of becoming founding members does not mean that their will be no CLARIN activities in those countries. The CLARIN research infrastructure will reach beyond the borders of the (founding) member states because - as is foreseen in the statutes - CLARIN ERIC will make collaboration agreements with institutes from non-CLARIN ERIC member states that are valuable for setting up and operating the CLARIN research infrastructure.
ANNEX: CLARIN CENTRE TYPES

The purpose of this annex is to establish the procedure for selecting the centres that will participate in the Standing Committee for CLARIN Centres.

CLARIN distinguishes a number of different centre types that have different impact for the emerging language resources and tools landscape, and for completeness we list them all here.

1. Centre Types
At the core of the CLARIN infrastructure backbone are

1.1 Infrastructure Centres (Type A)
Task: Type A centres offer services that are relevant for the infrastructure as a whole and that need to be offered at a high level of commitment (stability, availability, persistence); in contrast to Type B they offer services that are used by other centres as well;
Examples: joint metadata portal, data category registration service, schema registration services, etc.
Requirements: Type A centres need to fulfil the requirements mentioned in chapter 2 where they do apply.
Agreement: CLARIN ERIC will sign a Service Level Agreement to specify type and characteristics of the offered services.

1.2 Service Providing Centres (Type B)
Task: Type B centres offer services that include the access to the resources stored by them and tools deployed at the centre via specified and CLARIN compliant interfaces in a stable and persistent way;
Examples: the corpora stored at the centre, the language tools being developed by that centre, etc.
Requirements: Type B centres need to fulfil the requirements mentioned in chapter 2 where they do apply.
Agreement: CLARIN ERIC will sign a Service Level Agreement to specify type and characteristics of the offered services.

1.3 Knowledge Centres (Type K)
Task: Type K centres offer expertise and advice about various matters that are relevant for the researchers to easily make use of the CLARIN services and that are not covered by the other centres;
Examples: how to do the digitization, OCR and integration of book material, how to find taggers and parsers for medieval documents, etc.
Requirements: Type K centres need to fulfil requirements which need to be specified in an agreement.
Agreement: CLARIN ERIC will sign a Service Level Agreement to specify type and characteristics of the offered expertise.

1.4 External Centres (Type E)
Task: Type E centres offer CLARIN relevant services, but these services are not offered by members of CLARIN; in general these will be common infrastructure services, i.e. external centres will often be type A centres;
Examples: persistent identifier service, a long-term preservation service, etc;

4 For CLARIN ERIC
**Requirements**: Type E centres need to fulfil the requirements mentioned in chapter 2 where they do apply.

**Agreement**: CLARIN ERIC will sign a Service Level Agreement to specify type and characteristics of the offered services.

Most of the services offered by these centres are crucial so that CLARIN ERIC will sign Service Level Agreements with the corresponding centres, that specify the characteristics of the offered services, and will take measures to monitor the accessibility of them. In case of knowledge centres CLARIN ERIC will want to assess the quality of the advice that is given etc. In general Service Level Agreements with centres offering infrastructure type of services which are crucial for the whole will be formulated with a high expectation on availability.

Several CLARIN centres may give a mixture of service types, i.e. it is possible that very strong centres offer the resources stored by them (Type B), give advice about CLARIN relevant matters such as standards (Type K) and also offer some infrastructure type of services (Type A). This simply means that such centres take over more responsibilities.

There will be many more institutions that have interesting language resources and tools to offer, but who are not able or do not want to fulfil the CLARIN requirements and thus cannot offer core services. These can roughly be classified in two types:

### 1.5 Metadata Providing Centres (Type C)

**Task**: Offer machine readable metadata in a stable and persistent way allowing service providers to harvest their metadata and making them browsable, searchable and combinable;

**Requirements**: Type C centres are not requested to fulfil the requirements mentioned in chapter 2.

**Agreement**: there will be no Service Level Agreement being signed, i.e. researchers cannot rely on the availability of any service.

### 1.6 Recognized Centres (Type R)

**Task**: offer resources and tools via standard web sites, but that (yet) do not have funds to participate in the CLARIN infrastructure and that cannot give commitment statements;

**Requirements**: Type R centres are not requested to fulfil the requirements mentioned in chapter 2.

**Agreement**: there will be no Service Level Agreement being signed, i.e. researchers cannot rely on the availability of any service.

### 2. Requirements for CLARIN Centres (A, B, E)

The following list of requirements only holds for centres of types A, B and E

(a) Centres need to offer useful services to the CLARIN community and to agree with the basic CLARIN principles (own architecture choice, explicit statement about quality of service, usage of persistent identifiers, adherence to agreed formats, protocols and APIs).

(b) Centres need to adhere to the security guidelines, i.e. the servers need to have accepted certificates.

(c) Centres need to join the national identity federation where available and join the CLARIN service provider federation to support single identity and single sign-on operation based on SAML2.0 and trust declarations.

(d) Centres need to have a proper and clearly specified repository system and participate in a quality assessment procedure as proposed by the Data Seal of Approval or MOIMS-RAC approaches.
(e) Centres need to offer component based metadata (CMDI) that make use of elements from accepted registries such as ISOcat in accordance with the CLARIN agreements, i.e. metadata needs to be harvestable via OAI PMH.

(f) Centres need to associate PIDs records according to the CLARIN agreements with their objects and add them to the metadata record.

(g) Each centre needs to make clear statements about their policy of offering data and services and their treatment of IPR issues.

(h) Each centre needs to make explicit statements to the CLARIN boards about its technological and funding support state and its perspectives in these respects.

(i) Centres need to employ activities to relate their role in CLARIN to the research community in order to guarantee a research based status of the infrastructure and allow researchers to embed their services in their daily research work.

(j) Centres that are offering infrastructure type of services (A or E) need to specify their services for CLARIN and the terms of giving service.

Service Level Agreements will help to make all offerings explicit and describe the availability conditions. We foresee that it will take a while until all interested centres will achieve a fully CLARIN compliant state, therefore the evaluation process will associate a label (Gold, Silver, Bronze) with each centre: (1) **Gold** means that all requirements are functionally met. (2) **Silver** means that most essential criteria are met, but that there is still work to be done. (3) **Bronze** means that the centre can participate, but that essential functions are missing.

### 3. Centre Assessment Procedure

For all centres of types A, B and E the CLARIN ERIC shall have an assessment procedure that will check what the value of the services for CLARIN is, what the state of the services is, how the quality of the service can be evaluated over time and what kind of agreement will be required. To carry out this process the Board of Directors will set up an assessment committee, including CLARIN and external experts.

The procedure shall be as follows:

1. A negotiation phase will either be started by an interested centre or by CLARIN ERIC.
2. The centre and CLARIN ERIC will discuss the services to be offered and classify them.
3. The CLARIN ERIC will ask the assessment committee to check the state of the centre and the services.
4. A Service Level Agreement will be worked out and agreed upon.
5. The quality of the services will be assessed regularly.
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CHAPTER 1 - GENERAL PROVISIONS

Article 1 Name, seat, location and working language

1.1 There shall be a European Research Infrastructure called ‘Common Language Resources and Technology Infrastructure’, hereafter referred to as ‘CLARIN’.

1.2 CLARIN shall have the legal form of a European Research Infrastructure Consortium (ERIC) incorporated under the provision of Regulation (EC) No 723/2009 of 25 June 2009 and be named ‘CLARIN ERIC’.

1.3. CLARIN is a distributed research infrastructure located in all CLARIN ERIC member countries, as well as in other countries where CLARIN ERIC has made agreements in accordance with article 18.

1.4. CLARIN ERIC shall have its statutory seat in Utrecht, the Netherlands.

1.5. The working language of CLARIN ERIC is English.

Article 2 Objectives and activities

2.1. The ultimate objective of CLARIN ERIC is to advance research in humanities and social sciences by giving researchers unified access to a platform which integrates language-based resources and advanced tools at a European level. This shall be implemented by the construction and operation of a shared distributed research infrastructure that aims at making language resources, technology and expertise available to the humanities and social sciences research communities at large.

2.2. To this end CLARIN ERIC shall undertake and coordinate a variety of activities, including but not limited to:

(a) the creation of a federation of existing data and web-service centres to facilitate single sign-on access to data and to technology services provided by these centres;

(b) the definition and maintenance of a collection of formal and de facto standards and mappings between these to facilitate interoperability between data and services;

(c) the coordination and support of activities aimed at the acquisition and creation of new data and web-services;

(d) the collection of user requirements and best practice in order to provide efficient support to users;

(e) the creation of centres of expertise with a focus on the exploitation of language resources and technology for the advancement of research in the humanities and social sciences;

(f) the organisation of training, awareness and dissemination actions in order to promote both the usage and the further evolution of the research infrastructure;

(g) ensuring the creation and maintenance of a licensing, access and authentication framework that on the one hand ensures easy access and at the same time protects the reasonable rights of owners of data and tools and privacy of individuals;
(h) maintaining and exploiting relationships with related organisations and infrastructures in and outside Europe with a view to collaboration;
(i) contributing to the development of policies leading to the advancement of research in the European Research Area (ERA), both within the fields of humanities and social sciences and across disciplines;
(j) any other related action that will help strengthening research in the ERA.

2.3. CLARIN ERIC will construct and operate CLARIN on a non-economic basis; in order to further promote innovation as well as transfer of knowledge and technology limited economic activities may be carried out as long as they do not jeopardize the main activities.

CHAPTER 2 - MEMBERSHIP

Article 3 Membership and representing entity

3.1. The following entities may become members of CLARIN ERIC or they may join as observers without voting rights:
   (a) EU Member States;
   (b) associated countries;
   (c) third countries other than associated countries;
   (d) intergovernmental organisations.

Conditions for admission of members and observers are specified in articles 4.1 and 4.2 of these statutes.

3.2. CLARIN ERIC shall have at least three EU Member States as members.

3.3. EU Member States shall hold jointly the majority of the voting rights in the General Assembly.

3.4. Any member or observer may be represented by one public entity or one private entity with a public service mission, of its own choosing and appointed according to its own rules and procedures.

3.5. The current members, observers and there representing entities are listed in Annex 1. The members at the time of submission of the ERIC application will be referred to as founding members.

Article 4 Admission of members and observers

4.1. The terms for admission of new members are the following:
   (a) the admission of new members shall require the approval of the General Assembly;
   (b) applicants shall submit a written application to the CLARIN ERIC statutory seat;
   (c) the application shall describe how the applicant will contribute to CLARIN objectives and activities described in article 2 and how it will fulfil obligations referred to in article 6.2.

4.2. Entities listed in article 3.1 who are willing to contribute to CLARIN ERIC, but not yet in a position to join as members, may apply for observer status. The terms for admission of observers are the following:
(a) observers are admitted for a three year period maximum. An observer can reapply once for observer status. In exceptional cases the General Assembly may accept further extension of observer status;

(b) the admission or re-admission of observers shall require the approval of the General Assembly;

(c) applicants shall submit a written application to the CLARIN ERIC statutory seat;

(d) the application shall describe how the applicant will contribute to CLARIN objectives and activities described in article 2 and how it will fulfil obligations referred to in article 7.2.

Article 5 Withdrawal of a member or an observer/Termination of membership or observer status

5.1. After the first five years, any member of CLARIN ERIC may withdraw at the end of a financial year, following a request 12 months prior to the withdrawal. Observers may withdraw at the end of a financial year, following a request six months prior to the withdrawal. Members who, in accordance with article 6.2 (a) have agreed with CLARIN ERIC to commit for a shorter period than five years, may withdraw according to the agreement made.

5.2. Financial and other obligations must be fulfilled before a withdrawal will be accepted.

5.3. The General Assembly shall have the power to terminate the membership of a member or the observer status of an observer if the following conditions are met:

(a) the member or observer is in serious breach of one or more of its obligations under these statutes;

(b) the member or observer has failed to rectify such breach within a period of six months.

The member or observer shall be given opportunity to contest the decision of termination and to present its defence to the General Assembly.

CHAPTER 3 – RIGHTS AND OBLIGATIONS OF THE MEMBERS AND OBSERVERS

Article 6 Members

6.1. Rights of members include:

(a) to grant access to CLARIN and all its services to its research community;

(b) to attend and vote at the General Assembly and thereby exercise influence;

(c) to participate in the development of strategies and policies;

(d) to cooperate closely with other countries in making resources, tools and services available to the researchers of the respective countries;

(e) to let its research community participate in the selection of relevant CLARIN standards and best practice recommendations;

(f) to let its research community participate in CLARIN events, such as summer schools, workshops, conferences and training courses, at preferential rates;

(g) to use the CLARIN brand;

(h) to participate in EC project proposals where CLARIN ERIC acts as the submitting consortium.
6.2. Obligations of members include:
   (a) to commit themselves initially for five years if they are founding members, and, if they join later, but during the initial five years period, for the remaining part of this period. In case a member cannot commit for five years, a special agreement shall be made, involving a higher annual fee as specified in Annex 2;
   (b) to pay the annual fee as specified in Annex 2;
   (c) to appoint a representing entity as mentioned in article 3.4 and to always keep the General Assembly informed about who the representing entity is;
   (d) to empower its representing entity with the full authority to vote on all issues raised during the General Assembly and published in the agenda;
   (e) to create a national consortium for carrying out the national obligations following from these statutes;
   (f) to appoint a national coordinator responsible for the national consortium;
   (g) to provide at least one data and service centre;
   (h) to provide an agreed upon user authentication and authorization system;
   (i) to provide agreed service(s);
   (j) to promote adoption of relevant standards in national resource and tools creation projects;
   (k) to provide the necessary technical infrastructure to make access possible;
   (l) to promote uptake of CLARIN services among researchers in their country, and gather user feedback and requirements;
   (m) to support CLARIN centres in the member country by facilitating integration into national and other relevant infrastructures.

6.3. Contributions other than the annual fee to CLARIN ERIC may be provided by members individually or jointly - in cooperation with other members, observers or third parties. Such contributions may be made in cash or in kind.

6.4. A member shall empower its representing entity or an entity representing the national consortium to carry out the obligations referred to under article 6.2. (b) and (e) up to and including (m). CLARIN ERIC shall enter into a CLARIN Agreement with the responsible entity in order to lay down the conditions and specifications under which the obligation shall be fulfilled or the contribution shall be made.

Article 7 Observers

7.1. Rights of observers include:
   (a) to attend the General Assembly without a vote;
   (b) to let its research community participate in CLARIN events, such as summer schools, workshops, conferences, training courses at preferential rates, space permitting;
   (c) to let its research community have access to support from CLARIN ERIC organisation in developing relevant systems, processes and services.

7.2. Obligations of observers include:
   (a) to appoint a representing entity as mentioned in article 3.4 and to always keep the General Assembly informed about who the representing entity is;
   (b) to pay the annual fee as specified in Annex 2;
   (c) to describe the contribution to the CLARIN ERIC objectives as mentioned in article 2.
7.3. Contributions other than the annual fee to CLARIN ERIC may be provided by observers individually or jointly - in cooperation with other members, observers or third parties. Such contributions may be made in cash or in kind.

7.4. An observer shall empower its representing entity to carry out the obligations referred to under article 7.2. (b) and (c). CLARIN ERIC shall enter into a CLARIN Observer Agreement with the responsible entity in order to lay down the conditions and specifications under which the obligation shall be fulfilled or the contribution shall be made.

CHAPTER 4 – GOVERNANCE OF CLARIN ERIC

Article 8 General Assembly

8.1. The General Assembly shall be the body of CLARIN ERIC with full decision-making powers, and shall represent the members of CLARIN ERIC. Each member has one vote. Each entity representing a member shall nominate one official representative. Additionally each member may bring an expert. Each delegation may consequently consist of up to two persons, but the official representative carries the vote.

8.2. The General Assembly shall convene at least once a year, and shall at least:

(a) appoint, suspend or dismiss the Executive Director and the Board of Directors apart from the ex officio members mentioned in articles 10.3 and 13.2;
(b) confirm ex officio members of the Board of Directors;
(c) appoint the Scientific Advisory Board;
(d) decide on strategies for the construction and exploitation of CLARIN and any other issues deemed relevant by the Board of Directors or by a member or group of members who requests it, in accordance with article 8.3;
(e) approve the work programme and annual budget of CLARIN ERIC;
(f) decide at least every five years on the principles for calculating the annual fee for each member, and on the amount of the annual fee of which the principles as well as the corresponding amounts shall be laid down in Annex 2 to these statutes;
(g) approve annual reports and accounts of CLARIN ERIC;
(h) approve each member’s contribution to CLARIN;
(i) approve accession of new members and observers;
(j) decide on termination of membership and observer status;
(k) decide on winding up of CLARIN ERIC according to article 27.

8.3. The General Assembly is convened by the President with at least four weeks’ notice, and the agenda shall be circulated at least two weeks before the meeting. Members have the right to suggest matters for the agenda up to three weeks before the meeting. A meeting of the General Assembly may be requested by at least 50% of the members, and the meeting shall be held as soon as possible, with at least two weeks’ notice.

8.4. The General Assembly shall elect a President by simple majority of the votes. The President must be a member’s official representative. The President is elected for a two year term, and no one
can serve for more than two consecutive terms. In case the President withdraws before the end of the term, a new President must be elected by the General Assembly.

8.5. The General Assembly shall elect a Vice President by simple majority of the votes. The Vice President must be a member’s official representative. The Vice President is elected for a two year term, and no one can serve for more than two consecutive terms. In case the Vice President withdraws before the end of the term, a new Vice President must be elected by the General Assembly. The Vice President shall substitute the President in his/her absence and in case of conflict of interest.

8.6. If an official representative cannot attend the General Assembly, the member may authorise another representative from the same entity, the national expert or an official representative of another member to vote on his/her behalf by means of a written and duly signed authorisation, which must be presented to the President by the beginning of the meeting. No member can bring more than three authorisations.

8.7. The General Assembly is chaired by the President, and in his or her absence by the Vice President. The President, or a person authorised by the President, is responsible for amending Annex 1, so there shall be at all times an accurate list of the members, observers and their representing entities.

8.8. All decisions, except decisions to:
(a) amend the statutes of CLARIN ERIC,
(b) after the first five years, amend Annex 2 “Annual Fee”,
(c) terminate CLARIN ERIC,
(d) terminate a membership or observer status,
(e) suspend or dismiss the Executive Director and the Board of Directors,
shall be passed by simple majority of the votes cast.

8.9. Decisions concerning:
(a) the amendment of the statutes,
(b) the amendment of Annex 2,
(c) the suspension or dismissal of Executive Director and the Board of Directors,
(d) the termination of CLARIN ERIC,
require two thirds of the votes.

8.10. The decision to terminate a membership or observer status requires a unanimous vote, not counting the vote of the member in question or the abstentions to vote.

8.11. Voting shall be conducted by secret ballot if requested by a member. In case of a tie, the President has the casting vote.

8.12. The quorum of the General Assembly is two thirds of the votes. The representatives may be present physically or by authorisation, as described in article 8.6. The General Assembly may decide to use technology, such as video conferencing, for meetings.

8.13. The President may decide to use a written procedure for the adoption of decisions. In such cases, the President, or a person authorized by the President, circulates the proposal to all official representatives of the General Assembly, who then notify their objections, amendments or intentions
to abstain within the time allowed. The response period must be no less than 14 calendar days. In urgent cases, and where measure to be adopted must be implemented immediately, the President may shorten the response time to five calendar days. If there are no objections, amendments or intentions to abstain made within the time allowed, the proposal is tacitly adopted. If an official representative has objections or amendments, the President may decide to modify the proposal and resubmit for written procedure, or include the matter in the agenda of the next meeting of the General Assembly.

**Article 9 Scientific Advisory Board**

9.1. The members of the Scientific Advisory Board are appointed by the General Assembly. The Scientific Advisory Board consists of high-level researchers who are independent\(^1\) of CLARIN ERIC. Both the CLARIN ERIC provider and user community should be represented in the Scientific Advisory Board.

9.2. The number of members of the Scientific Advisory Board is decided by the General Assembly. This number should not be less than five and not more than ten.

9.3. The term for the Scientific Advisory Board members is three years, with a possibility of one more term, to be decided by the General Assembly.

9.4. The Scientific Advisory Board provides input to the General Assembly through solicited and unsolicited advice on strategic issues, including but not limited to vision, new initiatives, work plans and quality assurance. The Scientific Advisory Board may provide input for the General Assembly for the evaluation of the progress of the work and the services offered by CLARIN ERIC.

9.5. The Chair of the Scientific Advisory Board is appointed by the General Assembly. The by-laws of the Scientific Advisory Board will be based on the general by-laws scheme developed by the Board of Directors. The by-laws will be approved by the Board of Directors.

**Article 10 National Coordinators’ Forum**

10.1. It is the duty of each member being a country to appoint a national coordinator. The national coordinator will act as the main liaison between CLARIN ERIC and the national consortium. National coordinators are responsible for their country to follow the General Assembly’s policies and strategies for the development and exploitation of CLARIN.

10.1.1. It is the duty of each member being an intergovernmental institution with an operational structure to appoint a coordinator. The coordinator will act as the main liaison between CLARIN ERIC and the operational unit(s) of the intergovernmental institution. The coordinator is responsible for his/her organisation to follow the General Assembly’s policies and strategies for the development and exploitation of CLARIN. In the remainder of these statutes the term ‘national coordinator’ will also include coordinators appointed by intergovernmental institutions.

10.2. The National Coordinators’ Forum consists of all national coordinators. The responsibility of the National Coordinators’ Forum is to ensure the coordination of the implementation of the

\(^1\) Independent means that there is no conflict of interest.
strategies laid out by the General Assembly. The Forum has to maintain coherence and consistency across CLARIN and collaboration between the members.

10.3. The Chair of the National Coordinators’ Forum will be elected according to the by-laws of the Forum. The Chair is ex officio member of the Board of Directors.

10.4. The by-laws of the National Coordinators’ Forum will be based on the general by-laws scheme developed by the Board of Directors. The by-laws will be approved by the Board of Directors.

**Article 11 Executive Director**

11.1. The General Assembly appoints the Executive Director of CLARIN ERIC according to a procedure defined by the General Assembly. The Executive Director and the Board of Directors are together the legal representative of CLARIN ERIC. The Executive Director carries out the day-to-day management of CLARIN ERIC. The Executive Director is responsible for the implementation of a decision by the General Assembly to amend Annex 2.

11.2. The term for the Executive Director is five years, with a possibility of an administrative prolongation, meaning a prolongation without a competition, of up to two years decided by the General Assembly. At the end of the five years term or when the appointment can no longer be prolonged, another open call shall be issued.

**Article 12 Board of Directors**

12.1. The General Assembly appoints high-level individuals to form the Board of Directors. The number of Directors will be decided by the General Assembly. The appointment procedure shall be defined by the General Assembly. The collective expertise of the Board must include management, technical infrastructure, language resources and tools and users’ needs.

12.2. The General Assembly shall appoint one of the members of the Board of Directors as Vice Director. The Vice Director will substitute the Executive Director in his/her absence or in case of conflict of interest.

12.3. The term for the Board members is three years, with a possibility of one more term, to be decided by the General Assembly.

12.4. The Board of Directors is, together with the Executive Director, the executive body of CLARIN ERIC. The Board of Directors is responsible for the smooth operation of CLARIN ERIC following the General Assembly directions and decisions, as well as the feedback from the other boards and committees.

12.5. The Board of Directors establishes a general scheme for by-laws to be used for all boards and committees mentioned in these statutes, and approves the specific by-laws of each board and committee. The Board of Directors establishes its own by-laws based on the general scheme.

12.6. The Executive Director is the Chair of the Board of Directors.
Article 13 Standing Committee for CLARIN technical centres

13.1. There shall be a standing committee for CLARIN technical centres. The standing committee for CLARIN centres consists of the centre directors (or representatives designated by the directors) for those CLARIN centres that have been identified as crucial for the operation of CLARIN on the basis of criteria to be formulated by the Board of Directors. The decision to recognize a technical centre as crucial for the operation of CLARIN is the responsibility of the General Assembly.

13.2. The Standing Committee for CLARIN Centres has the task of ensuring consistence, coherence and stability of infrastructure services through decisions on implementation as well as coordination between the centres and members. It reports to the National Coordinators’ Forum and the Board of Directors. The Chair of the standing committee will be elected according to the Committee’s by-laws. The Chair is ex officio member of the Board of Directors.

13.3. The Standing Committee shall serve as a forum for CLARIN centres to exchange ideas and experiences. The role of the Standing Committee shall be to give advice and make requests and proposals to the CLARIN ERIC and to the National Coordinators in order to ensure consistency, coherence and stability of services.

13.4. The by-laws of the Standing Committee will be based on the general by-laws scheme developed by the Board of Directors. The by-laws will be approved by the Board of Directors.

Article 14 Working Groups

14.1. The Board of Directors may create and terminate Working Groups for themes for which a special effort is needed, which cannot be performed by the Board of Directors.

14.2. The by-laws of the Working Groups will be based on the general by-laws scheme developed by the Board of Directors. The by-laws will be approved by the Board of Directors.

CHAPTER 5 – FINANCE

Article 15 Budgetary principles and accounts

15.1. The financial year of CLARIN ERIC shall begin on 1 January and shall end on 31 December of each year.

15.2. All items of revenue and expenditure of CLARIN ERIC shall be included in estimates to be drawn up for each financial year and shall be shown in the annual budget. The annual budget shall be in compliance with the principles of transparency.

15.3. The accounts of CLARIN ERIC shall be accompanied by a report on budgetary and financial management of the financial year.

15.4. CLARIN ERIC shall be subject to the requirements of the applicable law as regards preparation, filing, auditing and publication of accounts.
15.5. CLARIN ERIC shall ensure that the appropriations are used in accordance with the principles of sound financial management.

15.6. CLARIN ERIC shall record the costs and revenues of its economic activities separately.

Article 16 Liability

16.1. CLARIN ERIC shall be liable for its debts.

16.2. The members are not jointly liable for the debts of CLARIN ERIC.

16.3. The members’ financial liability towards CLARIN ERIC’s debts shall be limited to each individual member’s annual contribution as specified in Annex 2.

16.4. CLARIN ERIC shall take appropriate insurance to cover the risks specific to the construction and operation of CLARIN.

CHAPTER 6 – REPORTING TO THE COMMISSION

Article 17 Reporting to the Commission

17.1. CLARIN ERIC shall produce an annual activity report, containing in particular the scientific, operational and financial aspects of its activities. The report shall be approved by the General Assembly and transmitted to the Commission and relevant public authorities within six months from the end of the corresponding financial year. This report shall be made publicly available.

17.2. CLARIN ERIC shall inform the Commission of any circumstances which threaten to seriously jeopardise the achievement of CLARIN ERIC tasks or hinder CLARIN ERIC from fulfilling requirements laid down in the Council Regulation on the Community legal framework for an ERIC.

CHAPTER 7 – POLICIES

Article 18 Agreements with third parties

18.1. In cases where CLARIN ERIC deems it beneficial, it can enter into agreement with third parties, such as e.g. individual institutions, regions and non-member countries.

18.2. If institutions from non-member countries or other parties as described in article 18.1 wish to contribute to CLARIN ERIC with expertise, services, language resources and technology, CLARIN ERIC may enter into an agreement with such parties. The agreement will specify a certain service/contribution which the party will make, and specify access rights, subscription fee and other conditions in the light of this contribution. It is a prerequisite that the users of CLARIN data, tools and services are part of an authentication and authorisation system.
Article 19 Access policies for users

19.1. Access for researchers in CLARIN member countries: Data, tools and services offered by CLARIN ERIC are open to all employees and students in research institutions such as universities, research centres, museums and research libraries, according to the authorisation of the content providers and through an authentication approved by CLARIN ERIC.

19.2. Access for researchers in non-member countries: The research institution shall pay a subscription fee in accordance with the principles laid down in Annex 2, which will give access for all employees and students of the particular institution to CLARIN data, tools and services. It is a prerequisite that the users of CLARIN data, tools and services are part of an authentication and authorisation system satisfying CLARIN requirements and approved by CLARIN ERIC.

19.3. Access for other institutions, industry and similar types of specific users as well as individual researchers not belonging to an institution may be granted for a fee. It is a prerequisite that the users of CLARIN data, tools and services are part of an authentication and authorisation system satisfying CLARIN requirements and approved by CLARIN ERIC.

19.4. Access for the general public will concern a limited part of CLARIN. General access to services and resources will not be granted as most of these will be copyright protected by their owners, but access to e.g. metadata and open source resources will be granted.

19.5. Even if access is granted according to articles 19.1-19.4, some services and resources may be available against a fee.

Article 20 Scientific evaluation policy

20.1. CLARIN ERIC is a facilitator of research and shall as a general rule encourage as free access as possible to research data. Irrespective of this principle CLARIN ERIC shall promote high quality research and shall support a culture of ‘best practice’ through training activities.

If access to CLARIN research data or tools has to be restricted for capacity reasons, and a selection of projects has to be made, the scientific excellence of project proposals will be judged in peer reviews by independent experts, and the criteria and procedures will be decided by the General Assembly, with advice from the Scientific Advisory Board. Such criteria shall also take into account that a certain amount of the capacity should be reserved for totally new ideas that may not yet have reached full maturity or widely recognized scientific excellence. The peers will be selected by the Board of Directors in accordance with the evaluation policy.

20.2. Evaluation of CLARIN ERIC and its results is the task of the Scientific Board according to article 9.4.

Article 21 Dissemination policy

21.1. CLARIN ERIC shall promote CLARIN and encourage researchers to embark on new and innovative projects and to use CLARIN in their higher education.
21.2. CLARIN ERIC shall generally encourage researchers to make their research results publicly available and shall request researchers of member countries to make results available through CLARIN.

21.3. The dissemination policy shall describe the various target groups, and CLARIN shall use several channels to reach the target audiences, such as web portal, newsletter, workshops, presence in conferences, articles in magazines and daily newspapers.

Article 22 Intellectual property rights policy

22.1. Intellectual property rights of results created by CLARIN ERIC shall belong to CLARIN ERIC and shall be managed by the Board of Directors.

22.2. Generally Open Source and Open Access principles shall be favoured.

22.3. CLARIN ERIC shall provide guidance (for instance via website) to researchers to ensure that research undertaken using material made accessible through CLARIN ERIC is undertaken within a framework that recognizes the rights of data owners and privacy of individuals.

22.4. CLARIN ERIC shall ensure that users agree to the terms and conditions governing access and that suitable security arrangements are in place regarding internal storage and handling.

22.5. CLARIN ERIC shall have in place well defined arrangements for investigating allegations of security breaches and confidentiality disclosures regarding research data.

Article 23 Employment policy, including equal opportunities

23.1. CLARIN ERIC is an equal opportunity employer. Employment contracts follow the national laws of the country in which the staff is employed.

23.2. For each task CLARIN ERIC shall select the best candidate, regardless of background, nationality, religion or gender.

Article 24 Procurement Policy and Tax Exemption

24.1. CLARIN ERIC shall treat procurement candidates and tenderers equally and in a non-discriminatory way, independent of whether or not they are based in the European Union. The CLARIN ERIC procurement policy shall respect the principles of transparency, non-discrimination and competition. Since CLARIN is a distributed facility, procurement will be done partly by the individual members, following their national public procurement regulations and procedures and partly by CLARIN ERIC itself.

24.2. The Board of Directors shall be responsible for all CLARIN ERIC procurement. All tenders shall be publicised effectively on the CLARIN ERIC website and in the members’ and observers’ territories. For procurement amounts higher than 200,000 € CLARIN ERIC shall follow the principles of the current EU Public Procurement Directive and subsequent applicable national legislation. The decision to award procurement shall be publicised and include a full justification.
The General Assembly shall adopt Implementing Rules defining all necessary details on exact procurement procedures and criteria.

24.3. Procurement by members and observers concerning CLARIN activities must be done in such a way that due consideration is given to CLARIN ERIC needs, technical requirements and specifications issued by the relevant bodies.

24.4. On the basis of Articles 143(g) and 151(1)(b) of Directive 2006/121/EC, the Kingdom of the Netherlands shall exempt from VAT such supplies of goods and services that are provided for official use by CLARIN ERIC, exceed the value of €250, and are wholly remunerated by CLARIN ERIC. No further limits apply.

Article 25 Data policy

25.1. Generally Open Source and Open Access principles shall be favoured by CLARIN ERIC, but existing licences shall be respected.

25.2. CLARIN ERIC will make all language resources and tools publicly visible by means of core metadata descriptions.

CHAPTER 8 – DURATION, WINDING UP, DISPUTES, SET UP PROVISIONS

Article 26 Duration

26.1. CLARIN ERIC shall exist for an indefinite period of time.

Article 27 Winding up

27.1. The winding up of CLARIN ERIC shall follow a decision of the General Assembly in accordance with articles 8.2 and 8.8.

27.2. Without undue delay and in any event within 10 days after adoption of the decision to wind up CLARIN ERIC, CLARIN ERIC shall notify the European Commission about the decision.

27.3. Assets remaining after payment of CLARIN ERIC debts shall be apportioned among the members in proportion to their accumulated annual contribution to CLARIN ERIC as specified in Annex 2. In accordance with article 16.3 liabilities remaining after including the CLARIN ERIC assets shall be apportioned among the members in proportion to their annual contribution to CLARIN ERIC as specified in Annex 2.

27.4. Without undue delay and in any event within 10 days of the closure of the winding up procedure, CLARIN ERIC shall notify the Commission thereof.

27.5. CLARIN ERIC shall cease to exist on the day on which the European Commission publishes the appropriate notice in the Official Journal of the European Union.
Article 28 Applicable Law

28.1. CLARIN ERIC shall be governed, by precedence:
   (a) by Community law, in particular Regulation (EC) No 723/2009 of 25 June 2009;
   (b) by the Dutch law in case of a matter not covered (or only partly covered) by Community law;
   (c) by these statutes.

Article 29 Disputes

29.1. The Court of Justice of the European Communities shall have jurisdiction over litigation among the members in relation to CLARIN ERIC, between members and CLARIN ERIC and over any litigation to which the Community is a party.

29.2. Community legislation on jurisdiction shall apply to disputes between CLARIN ERIC and third parties. In cases not covered by Community legislation, the law of the Netherlands shall determine the competent jurisdiction for the resolution of such disputes.

Article 30 Availability of statutes

30.1. At any point in time the valid version of the statutes will be publicly available at the CLARIN ERIC website and at the statutory seat.

Article 31 Set up provisions

31.1. A constitutional meeting of the General Assembly will be called by the host country as soon as possible but no later than 45 calendar days after the Commission decision to set up CLARIN ERIC enters into force.

31.2. The host country will notify the founding members of any specific urgent legal action that needs to be taken on behalf of CLARIN ERIC before the constitutional meeting is held. Unless a founding member objects within 5 working days after being notified, the legal action will be carried out by a person duly authorised by the host state.
ANNEX 1 LIST OF MEMBERS AND OBSERVERS

In this annex we list the members and observers, and the entities representing them.
Last updated: <date>

Members

<table>
<thead>
<tr>
<th>Country or Intergovernmental organisation</th>
<th>Representing entity</th>
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Observers

<table>
<thead>
<tr>
<th>Country or Intergovernmental organisation</th>
<th>Representing entity</th>
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ANNEX 2 ANNUAL FEE

Principles

For the initial five year period the principles as described below will be used to calculate the annual cash contributions by the members, observers and individual institutions in non-member countries that want to join CLARIN ERIC. The General Assembly can also make special collaboration agreements with third parties. Before the end of the initial five year period it will decide about the calculation method for subsequent periods.

The principles are:
(a) the initial target budget is € 1 000 000 per year, based on an estimated participation by 2/3 of the 26 countries represented in the CLARIN Preparatory Phase consortium. If more members join the General Assembly can decide to lower the contributions or to increase the level of activity;
(b) the contribution for year 1 by The Netherlands, as the host country, is € 250 000;
(c) the maximal contribution by other members for year 1 is € 200 000;
(d) the minimal contribution by members for year 1 is € 11 800;
(e) the contribution for each member will be fixed for five years, with an annual increase of 2% in order to compensate for inflation and increase of costs. The exact amount for each member is laid down in the table below;
(f) members joining in later years will pay the indexed contribution fixed for that year;
(g) observers pay the minimal indexed membership contribution as specified in the table below;
(h) individual institutions pay the minimal indexed contribution specified for their country in the table below;
(i) the contribution by the Dutch Language Union is € 28 600, which is based on the Flemish share in the EU GDP (resulting in € 23 600), plus an additional amount of € 5 000, as the specific contribution by the Dutch Language Union (as an international organisation) itself;
(j) The contribution for entities joining in the course of a year will be proportional to the number of remaining months in that year, starting on the first day of the month of joining.
(k) contributions will be based on the country’s GDP in 2010 as a percentage of the EU GDP in that year (based on EUROSTAT), according to the following formula:

The % of EU GDP is rounded to the next integer (UP if less than 5, DOWN otherwise) and multiplied by the minimal contribution, as is shown in the following table:

<table>
<thead>
<tr>
<th>% of EU GDP rounded</th>
<th>contribution</th>
</tr>
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<tbody>
<tr>
<td>&lt;= 1</td>
<td>€ 11 800</td>
</tr>
<tr>
<td>&gt;1 and &lt;=2</td>
<td>€ 23 600</td>
</tr>
<tr>
<td>&gt;2 and &lt;=3</td>
<td>€ 35 400</td>
</tr>
<tr>
<td>&gt;3 and &lt;=4</td>
<td>€ 47 200</td>
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<tr>
<td>&gt;4 and &lt;=6</td>
<td>€ 59 000</td>
</tr>
<tr>
<td>&gt;=6 and &lt;7</td>
<td>€ 70 800</td>
</tr>
<tr>
<td>Etc</td>
<td>...</td>
</tr>
<tr>
<td>&gt;=16 and &lt;17</td>
<td>€188 800</td>
</tr>
</tbody>
</table>
| >=17                | n/a         | € 200 000
The annual fee for members not initially committing for five years will be raised by 25%, as long as the commitment for the remaining period has not been made. If a commitment for the remaining part of the five years is made or if the member stays for five years, arrangements will be made to ensure that the member will not pay more in total than the normal fees for those five years.

The table below and its totals include 33 potential European members.

### Resulting figures for members committing themselves for five years

<table>
<thead>
<tr>
<th>(potential) member</th>
<th>%GDP base with annual increase of 2%</th>
<th>sum y2012-16</th>
</tr>
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<tr>
<td>Iceland</td>
<td>0.10 11800 y2012 12036 y2013 12277 y2014 12522 y2015 12773</td>
<td>61408</td>
</tr>
<tr>
<td>Cyprus</td>
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<td>61408</td>
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<tr>
<td>Estonia</td>
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<tr>
<td>Malta</td>
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<td>61408</td>
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<tr>
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<td>61408</td>
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<tr>
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<tr>
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<td>Luxembourg</td>
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<td>Belgium</td>
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<tr>
<td>Sweden</td>
<td>2.90 35400 y2012 36108 y2013 36830 y2014 37567 y2015 38318</td>
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<tr>
<td>Poland</td>
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<tr>
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<tr>
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<tr>
<td>Italy</td>
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<td>United Kingdom</td>
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<tr>
<td>France</td>
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<tr>
<td>Germany</td>
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<td>TOTAL</td>
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<td></td>
</tr>
</tbody>
</table>
1. **Welcome and introduction (Mrs Francien Heijs)**
   Apologies from Germany. They confirm their continued support for CLARIN-ERIC.

2. **Minutes 1st meeting, March 18.**
   Country code for Croatia is HR (not CR). No further comments, minutes approved.

3. **Explanation of changes in Technical and Scientific description (S. Krauwer)**
   This is the document that we obligatory have to include in the application. The content has not really changed, but the information is ordered in a more logical way, and some clarifications have been added. The organigram has been made clearer, and an explanation has been added. Furthermore there is more emphasis on education and training. Ethical issues and an expert network have been addressed as part of the Knowledge Sharing Infrastructure. The creation of content on the national level has been described in more detail, as well as the embedding of CLARIN in the European and international arena. A paragraph had been included that explains the reasons for choosing the ERIC as legal identity. There is a clarification of the differences between members and non members, esp. the added value for the members. All agree with the document as it is now.

4. **Overview and tasks of Committees**
   The 5 bodies, which are crucial for the operation are described:
   - The President has to be aware of what is happening in the political environment, in order for CLARIN ERIC to react appropriately, and has regular meetings with the Executive level.
   - The Board of Directors (BoD) consists of the Executive Director (full time, based in the Netherlands), and part-time directors (keep working at their own institution).
   - The Scientific Advisory Board (SAB) gives giving advice to the General Assembly (GA), and is appointed by the GA.
   - The National Coordinators Forum (NCF) is the main liaison between what is happening in CLARIN ERIC and at the national levels. The NCF Chair is ex officio member of the BoD.
     The NCF plays a crucial role in the communication between CLARIN ERIC and the participating institutions, since it will be impossible for the CLARIN ERIC to work together with all the individual centers.
   - The Standing Committee for Technical Centers (CTC) goes across all the national consortia, and is the backbone of CLARIN ERIC. We are currently thinking about 1-3 centers per country. They should also be allowed to take implementation decisions, and should thus be rather powerful. The TCT Chair is ex officio member of the BoD.
   There will be also other committees (or Thematic Workings Groups), e.g. for training and dissemination. The possibility to create these workings groups has to be anchored in the statutes but there is no need to detail their role and position in the statutes.

   **Comments and suggestions:**
   We have to ensure a (horizontal) link between the different bodies: include a sentence on the horizontal exchange of information is useful between the different bodies
   The GA will define the nominations procedures for the SAB. Even though they may not have the expertise themselves to select the right persons, the statutes mention that the SAB members are chosen on the basis of competence, and that they need to be high level researchers etc. Advice can be asked from the national coordinators or NCF.
Funding for travel of SAB is part of the CLARIN ERIC. BoD: two members are ex officio, for the others the GA will invite the member countries to propose candidates. The choice will depend on the individual qualities, and the different competences, e.g. on technical issues, language issues, education. Furthermore it would be good to have geographical balance.

This document is not part of the application, but a conceptual picture of the governance model and should therefore correspond to what is said in the statutes. Not all (data) centers in a country will necessarily be represented in the standing committee. It is still hard to predict how the representation of centers will take place and how many there will be. Being a center comes with quite some obligations. Some candidate centers might therefore decide to go for a more modest role. If becoming a centre turns out to be more popular, and if we will have too many centers, we might have to introduce a more layered structure. In the end the Directors will have to deal with this.

The contract time of the Executive Director is longer than for the other members of the Board of Directors. Main reason for this is that this person has to work in the Netherlands, probably has to move, which is much more practical for a longer time. The other directors stay in their own place, and are more flexible. This will also allow having some rotation, so that the key roles can shift between countries.

The statutes specify who takes decisions for the appointment of director and members of the board of directors, but not how nominations and proposals are made. This is on purpose, because the GA should decide. But it is obvious that the national coordinators have to play a role here, to get good proposals for good candidates.

5. Financial summary; principles behind the fee structure
CLARIN ERIC should not run into financial problems, which is why members have to commit themselves for a period of 5 years. A shorter period is possible, but then there will be a top up on the fee of 25% per year. Should the member eventually decide to stay for the whole five years the extra fee will be subtracted from the annual fee.

The membership fees cover Governance costs, such as costs of the GA, salary costs of the Directors, travel of the Directors and SAB, and operational costs (small office, secretariat), and general coordination and support costs (such as coordination of training, dissemination, website, conferences and workshops). Not all tasks need to be carried out at the central office, some of the tasks can be delegated to other countries (e.g. education, technical workshops and seminars, website, newsletter, annual conference, access to legal expertise). The budget would be around 1 MEU a year. If the income would be lower, because fewer countries participate, the expenditure will have to be lowered as well.

Comments and suggestions:
It is suggested and subsequently agreed that we should keep the fees fixed for the 1st 5 years. CLARIN ERIC can submit project proposals at the EC; we have not decided yet on how this money would be managed, as it is not clear how applications byERICs will be implemented in FP8. Normally, if CLARIN ERIC would receive money, the actual work will be done by the centers in the countries, and the money would have to be transferred to these centers to carry out this work. Under the current EC rules these centers would then have to be part of the consortium from the very start. In our case this can be tricky, because then the whole notion of submitting it as an ERIC will be empty. We have to see how to deal with this when the time comes.

What if we have a surplus in expenditure? Could we spend this on research? We have to be careful here, because the ERIC is not a research body. The concept of surplus is relative
anyway. Technically you can have a surplus, if a country makes advance payments for the 5 years, but this money is needed later on, and we have to keep this in reserve for years when there is no commitment. It is not the intention to make a profit.

If there are not enough founding members to cover all the budget of 1 MEURO, we should reduce our costs.

6. Membership Agreement (MA)
The MA is an annex to the statutes. Some of the details on obligations of members, have been taken out of the statutes, and put in the MA. The MA is a contract between CLARIN ERIC and the member (= country of an intergovernmental institution). In some countries there is some concern about who signs the MA. How can the funders sign for something they do not themselves provide? A possible solution would be that the national coordinator prepares a document listing the in kind contributions for CLARIN, and have that document signed by the national CLARIN consortium partners. This will bring the ministry in a safe position to offer this as the national contribution and therefore to sign the MA. If the ministry itself has difficulties signing this contract, a research council or an agency may be a better choice. There will be no financial consequences for the member country if the national consortium does not deliver. The ERIC will not hold the member financially liable. This will be added to the MA. But then we may have to consider if the membership should be continued. There is some discussion on who or what can be the representing organization. E.g. for Estonia the ministry would sign, but another legal entity would be the representing entity. This is no problem, it is up to the country. In the Netherlands, the ministry will sign, but they can delegate the representation in the GA to a research agency.

Poland suggests that we should use ‘‘representing entity’’ in the template.

Another decision to be made on the level of the in kind contributions is that the contributions are according the CLARIN principles.

Denmark thinks it is problematic that the MA has to be signed by CLARIN ERIC and the members. He fears that no one will sign an MA if they do not have more information on what we offer and what we get back in return. He would like to know, how other countries are proceeding with this, in order to know what can be expected from the other CLARIN ERIC members. Poland has exactly the opposite view. The less specific the statutes are in this respect, the better. Since it appears to be problematic to include the MA in the documents to be signed, and we do not need the MA for the CLARIN ERIC applications, it is decided to leave it out. We could have another meeting early October to discuss issues of the MA.

It appears the MA is a difficult and delicate issue, and solutions may differ from country to country. Still it is important that the country makes the commitment. The government should have and keep the responsibility. The Executive Director can ask the national coordinators to specify in detail the in kind contributions of their country. We should formulate it in such a way, that the responsibility of the governments stays intact, without the need to sign an agreement on the details. There would be a reference in the statutes to the existence of a document that specifies these details. On page 22 and 23 of the present document of the MA there is a list of contributions. If you leave out the reference to the technical list, you get a very global list of what a country is supposed to contribute. We can keep this as a checklist of what the country is supposed to contribute, and leave all the other stuff in another technical document (which the ministry does not have to sign).

Decision: we do not include the MA in the application documents, and move basic elements on in kind contributions of the members, back to the statutes.

7. Statutes
The statutes have been revised taking into account comments received:
The distinction between CLARIN and CLARIN ERIC is now described more clearly.
Art. 1.3: “agreement” are those made according to art. 18, this will be added.
Art. 3: we want the statutes to be more or less self-contained, so we repeat the regulation.
Art. 5.1: 6 months withdrawal notice instead of 12 months for observers.
Art. 5.2 (new): possibility to withdraw with a 6 months notice, if the principles for the calculation of the fees are changed.
Art. 5.4: GA shall have the power to etc. and, if the following conditions…
The last one, is not a condition. Included will be that it is not possible to leave CLARIN during the 1st 5 years. But you may withdraw at any moment during the 1st 5 years if the GA would decide to increase your fee. Since we have now agreed that the fees will be fixed for the 1st 5 years, this is no longer an issue.
Art. 6.1: privileges and obligations, are reordered and rephrased.
Art. 6.3/7.3: is there a reason for 6.3 and 7.3 to be different? No.
Art. 8: 8.8 and 8.9: if you want to make sure that the decision is made with a real majority, it will have to be 2/3 of the existing members (instead of 2/3 of the members present).
Art. 8.6: every member has one representative, and they may send an alternate.
It is suggested to rephrase the wording: delegate, instead of representative.
Art. 8.3 a meeting for … may be …. By at least 50%.
Art. 8.9. we refer to the GA, not to the members of the GA.
Art. 8.8: President has casting vote, if no decision can be taken (50=50).
Art. 12, 13, 14: agreed.
Art. 20: “free access” comes from the regulation, we have to describe it, but it is difficult to phrase because there may be restrictions needed for capacity reasons. Poland mentions that lack of capacity might happen quite often in the case of the services Poland intends to offer.
Art. 22: Requirement of the regulation will not be very applicable for CLARIN ERIC, because CLARIN ERIC will not really produce IPR.
Art. 21.3: make a distinction between the CLARIN ERIC, and the CLARIN Research Infrastructure.
Art. 24: Germany asked for a change in the wording of the VAT exemption. What we have has been accepted by the commission, and the Dutch ministry of Finance, but we need to have the approval from Germany. The Dutch ministry will take this up with the German ministry.
Art. 24.2: should we include the amount here (it may change)? Richard Derksen: we are free to use this fixed amount it is more a question of whether we prefer this fixed amount or if we agree that we should follow the Procurement Directive, because then we should mention the procurement article. It is agreed to keep it as it is.

Decisions:
Annex 1: agreed
Annex 2: agreed
Annex 3: withdrawn
Annex 4: new document on the centre types. Denmark suggests rewriting the document to make it a little clearer.
Poland suggests including this document in the document of the Technical and Scientific Description, rather than an annex to the statutes.
This is agreed.
The Netherlands suggests adding a sentence that the GA will define the procedure for selecting the President and Directors.
Bente Maegaard proposes that we also include a special article to get started, in order not to find ourselves in a vacuum. Once we have the positive decision of the Commission, the
CLARIN ERIC is there. So we may have to make some payments, when there is not yet an official Director. There will be a proposal for an article in the statutes to provide for this situation.

8. Conclusion

- Technical and scientific description, incl. the annex for the centers, is ready to be sent to the commission.
- The document on the relation between the committees only serves as a basis for the statutes but is not part of the application.
- Fix budget for the next 5 years with no option to increase the fee.
- No Membership Agreement, all essential elements will be put into the statutes.
- All technical discussions will be left to the experts in the field
- Statutes will be updated once more, and they will be consistent throughout.
- There will be a ‘chicken and egg’ article (what to do in the start of the CLARIN ERIC, to make things work although there is not yet a GA or BoD)

9. Timetable

End of May: step 1 submission application to commission. So this means:
- 11 may: final version of the statutes, taking into account all the comments.
- 20 may: we need letters of support for the set up of the CLARIN ERIC (for those countries with intention to become member/observer but need more time for this decision.
- 23 may: electronic submission, with all the documents, incl. letters of request and of support.

Richard Derksen will provide a template for both of these letters (request and support), and send this to everyone. If a country needs more time for the national procedure, we would like to know in order to inform the Commission.

State of affairs of the countries present:

Austria: clearly supporting CLARIN, waiting for the formal signature of the ministry in the next days.

Croatia: hopes that this short period of 9 days is sufficient for his ministry to decide on the signature. Czech: if the templates can be sent a.s.a.p., they can start negotiations, and it should be possible.

Denmark: money is available, minister’s decision to enter CLARIN under certain conditions. Will probably copy the Dutch national procedure. Uncertain about how/when we should inform the Parliament, if necessary. Letter of request is possible.

NTU: Letter of request.

Estonia: in principle are ready to become founding member, decision will be made by government. Problems are on the level of who will be the representative, will need strong consultation of legal experts. So a letter of request can be signed.

Finland: still working with the national ERIC procedures. Timetable is a bit difficult. They will have to inform the Parliament, and also there are general elections next Sunday. Has to discuss the possibility of letter of support with the lawyers.

France: letter of support.

Greece: there is already a national network for CLARIN. Last week they informed the office of the minister, are optimistic. RD will send an e-mail with the templates, including a letter from the Dutch Director General to ask for the signature on either the letter of request or the letter of support.
Italy: still problems with the fees, and committing for 5 years. We have to see how to solve this. Letter of support

Germany: will send a letter of request.

Latvia: procedure will take approx. 6 months, will need a decision of cabinet of ministers. CLARIN is one of the 1st projects the Ministry of Education and Science is involved from the very beginning. Letter of support will be possible.

Norway: two phase procedure. In October finish the strategic evaluation of Norwegian part of CLARIN, and if decision is positive, the research council will advice for Norway to join CLARIN ERIC. Letter of support is possible, once they are through the procedure.

Poland: slightly the same problem, they have not seen the letters, so it is difficult to decide. In Poland the procedure includes a legal check and a translation of all documents. Hopefully a letter of support is possible.

If the country cannot send the letter of request now, it can join almost until the moment that the EC signs the document.

It is suggests that the already signed MoU can also be used as the letter of support. This is indeed possible, although some countries might prefer to sign a letter of Support rather than an MoU (e.g. Italy).

**Summing up:**

- Letter of request (=not legal obligation, only intention to become a member and to keep to the proposed time schedule)
- Letter of support: re-use your MoU
- Letter of support: if you do not yet have an MoU, send a letter of support

The letter of request has no legal obligation in this first step procedure. However the letter of request does in this two step procedure. Once you have signed in the second step (final application to Brussels), you cannot opt out.

There is one item left on the agenda: the proposal for the transition period. We do not have time now to discuss this, but the participants are asked to look at it and send comments to Steven Krauwer, Bente Maegaard and/or Richard Derksen.

**10. Closure**
The Chair closes the meeting, thanking all participants for their constructive comments.