

# Agreement of the CLARIN-CH Consortium

#### **Preamble**

The Common Language Resources and Technology Infrastructure (CLARIN) is a European Research Infrastructure Consortium (ERIC).

"CLARIN is a digital infrastructure which provides easy and sustainable access to a broad range of language data and tools to support research in social sciences and humanities, and beyond. CLARIN provides access to multimodal digital language data (text, audio, video) and advanced tools to explore, analyse, and combine these datasets. CLARIN is a distributed digital infrastructure, with participating centres all over Europe and further afield, which include universities, research centres, libraries, and public archives. Tools and data from different centres are interoperable so that data collections can be combined and tools from different sources can be chained to perform operations at different levels of complexity, regardless of their location.

The Open Science agenda and the FAIR data principles¹ lie at the heart of CLARIN's values. The interoperability of data and services across the CLARIN community has enabled large-scale data sharing and growing reuse of language resources. Interoperability has also proven crucial for the increased support of multidisciplinary collaboration and comparative research agendas. CLARIN's ambition is to consolidate its role in supporting the emerging research agendas for the SSH domain and to contribute to the innovation potential of the advanced models for interaction between people, data, and tools for data processing."<sup>2</sup> (CLARIN ERIC website)

To enable the participation of Switzerland in CLARIN, several Swiss institutions founded the CLARIN-CH Consortium in December 2020. The CLARIN-CH Consortium fully adheres to the CLARIN ERIC mission and vision, and enables the implementation of this vision to the Swiss context. Each institution which is a member of the CLARIN-CH Consortium has one representative in the CLARIN-CH Board, which is the body of CLARIN-CH with full decision-making powers.

The present CLARIN-CH Statutes prevail over the 2020-2024 Consortium Agreement starting with 1<sup>st</sup> of January 2025. The new Consortium Agreement (2025-2028) and the CLARIN-CH Statutes shall be used as complementing documents, and the CLARIN-CH Statutes are an integral part of the Consortium Agreement.

<sup>&</sup>lt;sup>1</sup> Findable, Accessible, Interoperable and Reusable (Wilkinson et al. 2016).

<sup>&</sup>lt;sup>2</sup> CLARIN ERIC webpage, 2023



# **Consortium Agreement**

#### Section 1: Mission

1. As stated in the CLARIN-CH Statutes, Section 1, Art. 3, Point 1 the mission of the CLARIN-CH Consortium is to be part of the European CLARIN community and to build an active and impactful sustainable national network that is dedicated to Open Science and FAIR principles.

#### Section 2: Basic principles

- 1. By signing this partnership agreement, the members shall establish a simple partnership pursuant to Art. 530 of the Swiss Code of Obligations (hereinafter "Consortium" or "CLARIN-CH"), which is governed by the CLARIN-CH Statutes.
- 2. As regulated in Section 1, Art. 2 of the CLARIN-CH Statutes, CLARIN-CH consists at least of: a Representing Entity, a National Representative, a National Consortium, a National Coordinating Institution, a National Coordinator, and a Data and Service Centre, which shall be certified as a CLARIN B-Center.
- 3. In Switzerland, the Data and Service centre is a distributed one, consisting of the Linguistic Research Infrastructure LiRl<sup>3</sup> and the Language Repository of Switzerland LaRS@SWISSUbase<sup>4</sup>.
- 4. For the period 2025-2028, the National Coordinating Institution is the University of Zurich, which hosts the Data and Service Centre and the CLARIN-CH Coordination Office.
- 5. The Consortium comprises the Swiss institutions who sign this Consortium Agreement. The assembly of the representatives of each institution, which is a member of the Consortium, constitute the CLARIN-CH Board.
- 6. The Consortium pursues the common goal of organising CLARIN-CH in Switzerland, as regulated in the CLARIN-CH Statues, Section 2, Art. 1, Point 1.
- 7. The Consortium is committed to the participation of Switzerland first as an observer, and then as full member of CLARIN ERIC. The participation fees of Switzerland in CLARIN ERIC as an observer are paid by the Consortium, whereas the participation fees as a full member are paid by SERI.
- 8. The Consortium serves as a forum for the exchange of disciplines and research topics relevant to CLARIN and its research infrastructures in general and with a focus on Swiss interests and infrastructures in particular.

## Section 3: Objectives

- 1. The objectives of the Consortium are:
- a) Obtain and preserve Switzerland's full membership in CLARIN ERIC and connect the Swiss scientific community with the entire European CLARIN infrastructure.
- b) Foster sharing of expertise and resources at the national and European level.

<sup>&</sup>lt;sup>3</sup> https://www.liri.uzh.ch/en.html

<sup>4</sup> https://www.lars.uzh.ch/en.html



- c) Bring together the Swiss community creating and using language resources through operating national working groups.
- d) Work together with relevant national infrastructures for the continuous development of the national ecosystem of infrastructures in the spirit of Open Science.
- e) Encourage and facilitate the initiation of national and international collaborations.
- f) Maintain a constructive exchange with similar national and European research infrastructures and networks.
- 2. The CLARIN-CH Board may revise its mission and objectives, as regulated in the CLARIN-CH Statutes, Section 2, Art. 1, Point 3.
- 3. The CLARIN-CH Board is responsible for establishing concrete lines of action necessary for carrying out the Consortium's mission and objectives.

#### Section 4: Membership

- 1. Consortium members are Swiss institutions who signed the Consortium Agreement and who adhere to the mission and the objectives of the Consortium.
- 2. The consortium has full members and associate members, as regulated in the CLARIN-CH Statutes, Section 3, Art. 1.
- 3. Full members have voting rights, they provide in-kind contributions and pay annual affiliation fees.
- 4. Associate members are invited to the meetings of the Consortium, and they may take part in the organisation of the Consortium, nevertheless without voting rights. They provide in-kind contributions (e.g., data, services, infrastructure), and do not pay annual fees.
- 5. The admission and withdrawal of members is regulated in the CLARIN-CH Statutes, Section 3, Art. 2.

## Section 5: Rights, benefits and responsibilities of the consortium

#### members

- 1. The rights of the full and associate members of the CLARIN-CH Consortium are regulated in the CLARIN-CH Statutes, Section 4, Art.1.
- 2. The responsibilities of full and associate members of the CLARIN-CH Consortium are regulated in the CLARIN-CH Statutes, Section 4, Art. 2.
- 3. Full members pay an annual fee to the CLARIN-CH Board as specified in Annex 1 of this Consortium Agreement.
- 4. Benefits of consortium full members include:
- a) access to the entire CLARIN infrastructure and all its services, i.e., Resource Families (corpora, lexical resources and tools), Web Services, Knowledge Centers, Funding Hub, Learning Hub;
- b) access to the CLARIN-CH Knowledge Hub, i.e., Documentation platform, national Working Groups, joint Agenda, as well as its Education and Training opportunities
- c) reduced subscriptions and vouchers for certain services provided by the LiRI, e.g., the swissdox@LiRI database
- d) access to joint national and European infrastructure projects, in which CLARIN ERIC and CLARIN-CH participate;



- e) diminished costs for creation of resources and services by encouraging and facilitating reusability, as well as by sharing the costs with other members of the consortium;
- f) increased national and international visibility for local projects, infrastructures, resources, initiatives;
- g) receiving support for adopting international standards and increased interoperability for local infrastructures and language resources;
- h) receiving support for increasing the FAIR-ness<sup>5</sup> of local language resources;
- i) possibility to take leading roles in the CLARIN ERIC committees and governance bodies, and thus be involved in pan-European decision-making processes for the strategic development of research infrastructures and data infrastructures.
- 5. Benefits of consortium associate members include:
- a) access to the entire CLARIN infrastructure and all its services, i.e., Resource Families (corpora, lexical resources and tools), Web Services, Knowledge Centers, Funding Hub, Learning Hub;
- b) access to the CLARIN-CH Knowledge Hub, i.e., Documentation platform, national Working Groups, joint Agenda, as well as its Education and Training opportunities
- c) access to joint national and European infrastructure projects, in which CLARIN ERIC and CLARIN-CH participate;
- d) diminished costs for creation of resources and services by encouraging and facilitating reusability, as well as by sharing the costs with other members of the consortium;
- e) increased national and international visibility for local projects, infrastructures, resources, initiatives;
- f) receiving support for adopting international standards and increased interoperability for local infrastructures and language resources;
- g) receiving support for increasing the FAIR-ness of local language resources;

### Section 6: Governance and functioning

- The governance of CLARIN-CH is ensured by the CLARIN-CH Board, which consists
  of the representatives of full members, and the CLARIN-CH Executive Board, which
  consists of the National Coordinator, the President of the Consortium and the Director
  of the Data and Service Center, as regulated in the CLARIN-CH Statutes, Section 5.
- 2. The functioning of the Consortium is regulated in the CLARIN-CH Statutes, Section 6.

### Section 7: Intellectual Property

- 1. Subject to the third parties' rights, each Consortium member (according to Section 4) shall own all results that are generated solely by its own employees in the performance of a specific project related to CLARIN-CH as well as any intellectual property rights pertaining thereto ("Own Results").
- If inventors or authors employed by each Consortium member jointly generate results in the performance of a specific project related to CLARIN-CH and if it is not possible to separate the respective contributions of the Consortium members in view of their protection or commercialization, those results as well as all related intellectual property

<sup>&</sup>lt;sup>5</sup> FAIR-ness refers to the degree of compliance to the FAIR Principles (Wilkinson et al. 2016).



- rights shall be jointly owned by the generating members ("Joint Results"), subject to any third parties' rights.
- 3. The Consortium members agree that, with the exception of patent rights, each Consortium member shall be free to use for its own scientific purposes, excluding licensing, any Joint Results without the consent from and without an obligation to compensate the other members. Before filing any patent application on Joint Results, the members shall agree in advance in a separate written agreement upon their respective rights and obligations under any such patent application.
- 4. Each Consortium member shall remain the sole owner of all its rights to its pre-existing intellectual property rights ("Background IP") and neither right or license is granted hereunder to the other members, save for a limited non-exclusive right to use such Background IP during the Consortium term and to the extent necessary for the purpose of performing its tasks under a specific project related to CLARIN-CH.

#### Section 8: Data Protection

- 1. CLARIN-CH Coordination Office adheres to the Data Protection Statement of the University of Zurich<sup>6</sup>, which is the National Coordinating Institution.
- 2. The Consortium members (according to Section 4) must process personal data under any project related to CLARIN-CH in compliance with applicable data protection laws. Each Consortium member represents and warrants that any personal data required for use in a project related to CLARIN-CH that are obtained, handled or used by it will be obtained, handled or used in accordance with all relevant laws and regulations (and where applicable, ethical guidelines) regarding their collection and use.

#### Section 9: Finance

- 1. The finances of the CLARIN-CH Consortium are regulated in the CLARIN-CH Statutes, Section 7.
- 2. The CLARIN-CH Board shall regulate the financing of the CLARIN-CH Coordination Office and its activities.
- The full members of the consortium are responsible for funding CLARIN-CH. This is done by paying affiliation fees to the CLARIN-CH Coordinating Institution, who sends out invoices on an annual basis.
- 4. No additional financial contributions are required from the full members of the Consortium other than the affiliation fees agreed upon in the Consortium Agreement.
- 5. The system of the financial participation in CLARIN-CH by the individual Consortium full members is determined by the CLARIN-CH Board for a 4-years period.

### Section 10: Applicable law and jurisdiction

- 1. This Consortium Agreement and the respective rights and obligations of the members shall be governed exclusively by Swiss law.
- 2. Dispute in relation to this Consortium Agreement shall be submitted to the exclusive jurisdiction of the competent courts at the defendant's registered office in Switzerland.

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<sup>&</sup>lt;sup>6</sup> https://www.uzh.ch/en/privacy.html



## Section 11: Final provisions

- 1. The present Consortium Agreement will come into force on January 1st, 2025 and runs until December 31st, 2028.
- 2. The CLARIN-CH Board is responsible for preparing a new Consortium Agreement for the following period.
- 3. Amendments or additions to the Consortium Agreement require a two-thirds majority of the members of the CLARIN-CH Board.

	version					

The Consortium Agreement ends here



## Annex 1: Membership Fees

Membership fees per year						
Source	Number of	2024	2025	2026	2027	2028
	students			(+1%	(+1%	(+1%
				increase)	increase)	increase)
UZH	>20'000	15'000	15'000	15'150	15'302	15'455
UNIBE	15-20'000	5'000	7'000	7'070	7'141	7'212
UNGE	15-20'000	5'000	7'000	7'070	7'141	7'212
UNIL	15-20'000	5'000	7'000	7'070	7'141	7'212
UNIBAS	10-15'000	5'000	6'000	6'060	6'121	6'182
ZHAW	10-15'000	10'000	6'000	6'060	6'121	6'182
UNIFR	10-15'000	5'000	6'000	6'060	6'121	6'182
UNINE	<5'000	5'000	5'000	5'050	5'101	5'152
USI	<5'000	5'000	5'000	5'050	5'101	5'152
SAHSS	0	15'000	15'000	15'150	15'302	15'455
Third party	0	85'000	7'000	6'000	5'000	5'000
Total		160'000	86'000	85'790	85'588	86'394

#### CLARIN-CH fees for 4 years membership: 2025-2028

Institution	Total amount			
UZH	60'906			
UNIBE	28'423			
UNGE	28'423			
UNIL	28'423			
UNIBAS	24'362			
ZHAW	24'362			
UNIFR	24'362			
UNINE	20'302			
USI	20'302			
SAHSS	60'906			



By signing this document, the signatory acknowledges that they have read and agree with the CLARIN-CH Statues and the CLARIN-CH Consortium Agreement.

Name of institution: University of Zurich

Zurich, 27 June 2024

Signatory 1:

Prof. Dr. Elisabeth Stark Vice President Research

Signatory 2:

Prof. Dr. Noah Bubenhofer

Professor für Deutsche Sprachwissenschaft / Deutsches Seminar

Member of LiRI Steering Committee

Schweizerische Akademie der Geistes- und Sozialwissenschaften Académie suisse des sciences humaines et sociales Accademia svizzera di scienze umane e sociali Academia svizra da scienzas umanas e socialas Swiss Academy of Humanities and Social Sciences



V-24-77

#### **Erneuerung Mitgliedschaft bei CLARIN-CH**

Die SAGW ist Gründungsmitglied des Netzwerks CLARIN-CH, dem "Swiss node" des "European Research Infrastructure Consortium ERIC" CLARIN-EU. CLARIN steht für "Common Language Resources and Technology Infrastructure" und ist das wichtigste Netzwerk für Forscher innen und Forschungsinfrastrukturen, die mit digitalen Sprachdaten arbeiten. Gegenwärtig sind neun Schweizer Hochschulen und die SAGW Mitglied von CLARIN-CH. 2025 wird die Schweiz Vollmitglied von CLARIN-EU werden, analog zum ERIC DARIAH-CH für die Digital Humanities, das bereits seit 2023 diesen Status hat. Eine Mitgliedschaft bei diesem Netzwerk ist im Interesse der SAGW.

Es steht die Verlängerung der Mitgliedschaft für die Periode 2025-2028 an. Damit verbunden ist ein jährlicher Mitgliederbeitrag von CHF 15'000 (plus ein Prozent Wachstum pro Jahr, siehe Agreement im Anhang).

#### Antrag:

Das Generalsekretariat beantragt die Verlängerung der Mitgliedschaft bei CLARIN-CH für weitere vier Jahre (2025–2028) und die Genehmigung der Mitgliederbeiträge von insgesamt CHF 60'906 für die ganze Periode.

8. August 2024 / ib



e-mail: sagw@sagw.ch



By signing this document, the signatory acknowledges that they have read and agree with the CLARIN-CH Statues and the CLARIN-CH Consortium Agreement.

Name of institution:

Swiss Academy of Humanities and Social Sciences

Place, Date

Bern, 20. September 2024

Name of signatories:

Prof. Dr. Susanne Bickel

Co-President

Dr. Lea Haller

General Secretary in Co-Direction

Prof. Dr. Bernhard Tschofen

Co-President

Dr. Beat Immenhauser

General Secretary in Co-Direction



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This English version of the contract is legally binding.

The Consortium Agreement ends here.

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Annex 1: Membership Fees

to be added here

#### Annex 2: Signatures of Consortium members

By signing this document, the signatory acknowledges that they have read and agree with the CLARIN-CH Statues and the CLARIN-CH Consortium Agreement.

Name of institution:

Place, Date 25.6.2024

Dekanat Dekan
der Philosophisch-Historischen Fakultät
der Universität Basel

4.40%

Name of signatories:

Signatory 1: Name, Function, Signature:

Signatory 1: Name, Function, Signature:



By signing this document, the signatory acknowledges that they have read and agree with the CLARIN-CH Statues and the CLARIN-CH Consortium Agreement.

Bern, 16 October 2024

University of Bern

Prof. Dr. Virginia Richter

Rector



By signing this document, the signatory acknowledges that they have read and agree with the CLARIN-CH Statues and the CLARIN-CH Consortium Agreement.

Name of institution: Université de Fribourg

Prof. Dr. Katharina Fromm, Rector



#### Section 11: Final provisions

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The Consortium Agreement ends here.

Annex 1: Membership Fees

see page 7

#### Annex 2: Signatures of Consortium members

By signing this document, the signatory acknowledges that they have read and agree with the CLARIN-CH Statues and the CLARIN-CH Consortium Agreement.

Name of institution: Université de Lausanne

Place, Date Lausanne, 23 June 2024

Name of signatories:

Signatory 1: Name, Function, Signature: Anita Auer, Professor of English Linguistics,

Signatory 1: Name, Function, Signature: Estelle Douber, Vice-recton Refearch



By signing this document, the signatory acknowledges that they have read and agree with the CLARIN-CH Statues and the CLARIN-CH Consortium Agreement.

Name of institution: Université de Neuchâtel

Place, Date Neuchâtel, 25.11.2024

Signatory 1: Felix Kessler, Vice-recteur recherche

Signatory 2: Martin Hilpert, Vice-recteur enseignement

F. Kessler



By signing this document, the signatory acknowledges that they have read and agree with the CLARIN-CH Statues and the CLARIN-CH Consortium Agreement.

Name of institution:

Università della Svizzera italiana

Place, Date

24 CALO 28/08/2024

Name of signatories:

Signatory 1: Name, Function, Signature:

Prof. Luisa Lambertini, Rector

Signatory 1: Name, Function, Signature:

Dr. Giovanni Zavaritt, Secretary General



By signing this document, the signatory acknowledges that they have read and agree with the CLARIN-CH Statues and the CLARIN-CH Consortium Agreement.

Name of institution: ZHAW, Zurich University of Applied Sciences

Place, Date: Winterthur, 14 August 2024

Name of signatories:

M Piveti

Signatory 1: Jean-Marc Piveteau, President

Signatory 1: Name, Function, Signature:



By signing this document, the signatory acknowledges that they have read and agree with the CLARIN-CH Statues and the CLARIN-CH Consortium Agreement.

Name of institution: Université de Genève

Place, Date

Geneva 8/7/2024

Name of signatories:

Signatory 1: Prof. Eric Haeberli, Principal Investigator

Signatory 2: Prof. Sébastien Castelltort, Vice-Rector

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Sébastien Castelltort