



Statutes of the CLARIN-CH Consortium

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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.”¹ (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 CLARIN-CH Statutes will prevail over the 2020-2024 Consortium Agreement starting with 1st of January 2025. CLARIN-CH Statutes and the CLARIN-CH Consortium Agreement shall be used as complementing documents, and the present CLARIN-CH Statutes are an integral part of the Consortium Agreement.

Section 1 General aspects

Art. 1 Name, seat, and working language

1. CLARIN-CH is a consortium of Swiss institutions created to enable the participation of Switzerland in the European Research Infrastructure called “Common Language Resources and Technology Infrastructure” CLARIN.
2. CLARIN-CH has its statutory seat in a Swiss institution, which is the hosting institution. The hosting institution hosts the CLARIN-CH Coordination Office.
3. The main working language of CLARIN-CH is English, though communications and documentations may be made in French, German and/or Italian.
4. The legally binding version of all CLARIN-CH documents is the English one.

Art. 2 Legal form

1. The CLARIN-CH Consortium has the legal form of a “simple partnership” in accordance with Article 530 of the Swiss Code of Obligations.
2. According to the requirements of CLARIN ERIC and in agreement with SERI, CLARIN-CH shall consist at least of:
 - a) a *Representing Entity*, which is the State Secretariat for Education, Research and Innovation (SERI)
 - b) a *National Representative*, which is determined by SERI
 - c) a *National Consortium* of Swiss institutions, which signed the CLARIN-CH Consortium Agreement. They are also referred to as Partner Institutions. The representatives of Partner Institutions in the Consortium constitute the CLARIN-CH Board.

¹ CLARIN ERIC [webpage](#), 2023



- d) a *National Coordinating Institution*, which is also referred to as the National Node of CLARIN-CH
- e) a *National Coordinator*, which is elected by the members of the CLARIN-CH Board
- f) a *Data and Service Centre*, which shall be certified as a CLARIN B-Center

Section 2 Mission, objectives, and tasks

Art. 1 Mission and objectives

1. The mission of the 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.
2. The objectives of the Consortium are:
 - a) Obtain and preserve Switzerland's full membership in CLARIN 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.
 - 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.
3. The CLARIN-CH Board may revise its mission and objectives. This requires a two-thirds majority of the members of the Board.
4. The CLARIN-CH Board is responsible for establishing concrete lines of action necessary for carrying out the Consortium's mission and objectives.

Art. 2 Tasks

1. The Consortium is committed to the participation of Switzerland as an observer or full member of CLARIN ERIC. The participation fees of Switzerland in CLARIN as observers are under the responsibility of the consortium, whereas participation fees as full members are covered by the SERI.
2. 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.
3. The CLARIN-CH Board organises CLARIN-CH and supports the activities of CLARIN in Switzerland.
4. The CLARIN-CH Board identifies suitable research infrastructures in Switzerland that are eligible for certification as CLARIN Centres²: C-centres, i.e., centres which are interoperable with the CLARIN infrastructure, and K-centres, i.e., centres which develop a specific area of expertise.

² <https://www.clarin.eu/content/clarin-centres>



5. The CLARIN-CH Board may issue the necessary regulations for carrying out its mission and achieving its objectives.

Section 3 Membership

Art. 1 Consortium members

1. Consortium members are Swiss institutions who have signed the CLARIN-CH Consortium Agreement and who adhere to the mission and the objectives of the Consortium.
2. The consortium has full members and associate members.
3. Consortium full members may be higher education and research institutions, research institutes, libraries, and academies. Only Consortium full members have voting rights, they provide in-kind contributions and pay annual affiliation fees.
4. Consortium associate members are smaller entities, such as infrastructures, long-term projects or associations relevant for the area covered by CLARIN. 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.

Art. 2 Admission and withdrawal

5. The CLARIN-CH Board may admit Swiss institutions to join the Consortium upon application by a simple majority decision of the members of the CLARIN-CH Board.
6. If necessary, the CLARIN-CH Board may define additional types of Consortium membership (e.g., guests).
7. Consortium members can withdraw from the Consortium by the end of each calendar year, with a notice period of at least 6 months. A written notice, which should be signed by the person who signed the Agreement or equivalent and addressed to the CLARIN-CH Board, needs to be sent to the CLARIN-CH Coordination Office by 30 June.
8. The CLARIN-CH Board is responsible for the admission and exclusion of members. The CLARIN-CH Board may decide to exclude members if they do not fulfil the responsibilities they have agreed upon in the Consortium Agreement.

Section 4 Rights and responsibilities of the consortium members

Art. 1 Rights

1. Rights of Consortium full members include:
 - a) to attend all meetings of the Consortium and vote on all issues during these meetings, thereby exercising influence;
 - b) to participate in the development of strategies and policies;
 - c) to use the CLARIN-CH brand including the logo in online, digital, and printed material of all entities of their institution;
2. Rights of Consortium associate members include:
 - a) to attend all meetings of the Consortium;



- b) to use the CLARIN-CH brand including the logo in online, digital, and printed material of all entities of their institution.

Art. 2 Responsibilities

1. The responsibilities of consortium full members include:
 - a) pay the annual fee as specified in Annex 1 of the Consortium Agreement;
 - b) appoint a representative to be part of the CLARIN-CH Board and represent their institution;
 - c) empower its representative with the full authority to vote on all issues raised during the meetings of the Consortium and published in the agenda;
 - d) provide in-kind contributions, expertise, data and services;
 - e) promote adoption of relevant standards in national resource and tool creation projects;
 - f) promote uptake of CLARIN services among researchers in their institution, and gather user feedback and requirements to be shared with the Coordination Office;
 - g) provide the necessary information for reporting to the CLARIN-CH Board;
2. The responsibilities of consortium associate members include:
 - a) appoint a representative to be part of the CLARIN-CH Board and represent their institution;
 - b) provide in-kind contributions, expertise, data and services
 - c) promote adoption of relevant standards in national resource and tools creation projects;
 - d) promote uptake of CLARIN services among researchers in their institution, and gather user feedback and requirements;
 - e) provide the necessary information for reporting to the CLARIN-CH Board;

Section 5 Governance

Art. 1 The CLARIN-CH Board

1. The CLARIN-CH Board, which consists of the representatives of full members of the National Consortium, is the body of CLARIN-CH with full decision-making powers.
2. The members of the CLARIN-CH Board have equal voting rights and each of them has one vote.

Art. 2 The Executive Board

1. The operational management of CLARIN-CH is carried out by the Executive Board, which consists of the National Coordinator, the President of the Consortium and the Director of the data and service centre.

The **National Coordinator**

2. The Consortium funds the position of National Coordinator, who is employed at the National Coordinating Institution. The CLARIN-CH Board decides on the composition of the hiring committee. The choice of the hiring committee has to be validated by election by the members of the CLARIN-CH Board with a simple majority of votes.
3. If necessary, the CLARIN-CH Board may decide to elect a National Coordinator among the members of the CLARIN-CH Board and to fund the position of a Scientific Coordinator instead. This decision has to be validated by election by the members of the CLARIN-CH Board with a simple majority of votes.



4. The National Coordinator is responsible for operating CLARIN-CH on a regular basis on behalf of the Consortium, with the support of the other two members of the Executive Board and the members of the Coordination Office.
5. The National Coordinator acts as the main liaison between CLARIN ERIC and the national Consortium. As such, the National Coordinator (i) attends the monthly meetings of the CLARIN National Coordinator Forum (NCF), (ii) travels when the NCF meetings take place onsite, (iii) represents CLARIN-CH in all relevant national initiatives, (iv) manages the Coordination Office, (v) is committed to pursue the Consortium's mission and objectives, (vi) takes part in national and/or European projects on behalf of CLARIN-CH.
6. The National Coordinating Institution agrees to host the National Coordinator on a sustainable basis and it warrants the necessary conditions to carry out the tasks associated with this role. The National Coordinator and the other members of the Coordination Office are employed at the National Coordinating Institution on the CLARIN-CH budget.
7. If the National Coordinating Institution withdraws from this function, the Consortium shall be hosted by a different institution, which is a full member of the Consortium. The Coordination Office shall change to the new National Coordinating Institution.

The President of the Consortium

8. The CLARIN-CH Board elects a President, among its members, who collaborates with the National Coordinator and the Director of the data and service centre for carrying out the mission of the Consortium in Switzerland.
9. The President of the Consortium acts for a period of 2 years, after which they can present themselves again as candidate for this role. The president is elected with a simple majority of votes by the Consortium Board. The President takes their role benevolently.

The Director of the Data and Service Center

10. The Director of the data and service centre, who is an ex officio member of the CLARIN-CH Board, collaborates with the National Coordinator and the President of the Consortium for carrying out the mission of the Consortium in Switzerland, with a focus on providing services and data.
11. The Director is responsible for renewing the certification as CLARIN B-centre on a regular basis. In collaboration with the National Coordinator and other members of the CLARIN-CH Board, the Director of the data and service centre may apply for grants for infrastructure development.

Section 6 Functioning

1. The representatives of full and associate members of the Consortium shall meet regularly, at least twice a year.
2. The management of the Consortium is carried out by the Executive Board with the support of the Coordination Office.



3. The Coordination Office invites the representatives of full and associate members of the Consortium to meetings, proposes agenda items, and keeps the minutes of the meetings.
4. The CLARIN-CH Board adopts decisions by a simple majority. Each member of the CLARIN-CH Board has one vote. In the event of a tie, the President has the casting vote. Financial decisions are made by the CLARIN-CH Board with a two-thirds majority of the full members present at the meeting.
5. Experts and/or representatives of interested and relevant national and international organisations may be invited to the meetings as guests (without voting rights).

Section 7 Finance

1. The CLARIN-CH Board shall regulate the financing of the CLARIN-CH Coordination Office and its activities.
2. 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.
3. CLARIN-CH income, which comes principally from the affiliation fees paid by its full members, may be completed with third-party funds.
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.
6. The financial year of CLARIN-CH begins on 1 January and ends on 31 December of each year.
7. The accounts of CLARIN-CH shall be kept by the Coordination Office according to the regulations of the Coordinating Institution.
8. The accounts of CLARIN-CH shall be accompanied by a report on budgetary and financial management of the financial year. It shall be presented at the first meeting of each year to the members of the CLARIN-CH Board.

Section 8 Final provisions

1. The Consortium Agreement and the CLARIN-CH Statutes shall be used as complementing documents, and the CLARIN-CH Statutes are an integral part of the Consortium Agreement.
2. The duration of CLARIN-CH is bound to the existence of the CLARIN-CH Consortium, which must have at least two full members.
3. Amendment proposals to the CLARIN-CH statutes may be submitted to the CLARIN-CH Board by the representative of any consortium member.
4. Amendment proposals shall be included in the items on the agenda communicated with the invitation to one of the Consortium meetings. Amendments or additions to the statutes require a two-thirds majority of the Consortium full members.
5. The Annexes may be updated by the CLARIN-CH Board without constituting an amendment of the Statutes.



6. The winding up of CLARIN-CH shall follow a decision of the CLARIN-CH Board, which requires a full consensus among the members of the Consortium.