

DECISIONS

COMMISSION DECISION

of 29 February 2012

setting up the Common Language Resources and Technology Infrastructure as a European Research Infrastructure Consortium (CLARIN ERIC)

(notified under document C(2012) 1018)

(2012/136/EU)

THE EUROPEAN COMMISSION,

Having regard to the Treaty on the Functioning of the European Union,

Having regard to Council Regulation (EC) No 723/2009 of 25 June 2009 on the Community legal framework for a European Research Infrastructure Consortium (ERIC) ⁽¹⁾, and in particular Article 6(1)(a) thereof,

Whereas:

- (1) On 23 September 2011 the Czech Republic, Denmark, Germany, Estonia, the Dutch Language Union, Austria and the Netherlands requested the Commission to set up the Common Language Resources and Technology Infrastructure as a European Research Infrastructure Consortium (hereinafter 'CLARIN ERIC').
- (2) The Netherlands has provided a declaration recognising CLARIN ERIC as an international body within the meaning of Article 143(1)(g) and Article 151(1)(b) of Council Directive 2006/112/EC of 28 November 2006 on the common system of value added tax ⁽²⁾ and an international organisation within the meaning of the second indent of Article 23(1) of Council Directive 92/12/EEC of 25 February 1992 on the general arrangements for products subject to excise duty and on the holding, movement and monitoring of such products ⁽³⁾ as of its setting up.

(3) The Commission has, in accordance with Article 5(2) of Regulation (EC) No 723/2009, assessed the application and concluded that it meets the requirements set out in that Regulation.

(4) The measures provided for in this Decision are in accordance with the opinion of the Committee set up under Article 20 of Regulation (EC) No 723/2009,

HAS ADOPTED THIS DECISION:

Article 1

1. A European Research Infrastructure Consortium for the Common Language Resources and Technology Infrastructure named CLARIN ERIC is hereby established.
2. The Statutes of CLARIN ERIC as agreed between its members, are annexed to this Decision.

Article 2

This Decision is addressed to the Member States.

Done at Brussels, 29 February 2012.

For the Commission
Máire GEOGHEGAN-QUINN
Member of the Commission

⁽¹⁾ OJ L 206, 8.8.2009, p. 1.

⁽²⁾ OJ L 347, 11.12.2006, p. 1.

⁽³⁾ OJ L 76, 23.3.1992, p. 1.

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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 the 'Common Language Resources and Technology Infrastructure', hereinafter 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 and be named 'CLARIN ERIC'.
- 1.3. CLARIN shall be 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 those 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 shall 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 become observers without voting rights:

- (a) 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 Article 4.1 and 4.2 of these statutes.

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

3.3. Member States shall jointly hold 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 their representing entities are listed in Annex 1. The members at the time of submission of the ERIC application shall 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 President of the General Assembly;
- (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 are 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 shall be admitted for a three year period maximum. An observer may 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. Within the first five years of the establishment of CLARIN ERIC no member may withdraw unless the membership has been entered into for a specified shorter period.
- 5.2. After the first five years of the establishment of CLARIN ERIC a member may withdraw at the end of a financial year, following a request 12 months prior to the withdrawal.
- 5.3. Observers may withdraw at the end of a financial year, following a request six months prior to the withdrawal.
- 5.4. Financial and other obligations must be fulfilled before a withdrawal will be accepted.
- 5.5. 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 shall 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 Union project proposals where CLARIN ERIC acts as the submitting consortium.
- 6.2. Each member shall:
- (a) pay the annual fee as specified in Annex 2;
 - (b) appoint a representing entity as mentioned in Article 3.4 and always keep the General Assembly informed about who the representing entity is;
 - (c) empower its representing entity with the full authority to vote on all issues raised during the General Assembly and published in the agenda;
 - (d) create a national consortium for carrying out the national obligations following from these statutes;
 - (e) appoint a national coordinator responsible for the national consortium;
 - (f) provide at least one data and service centre;
 - (g) provide an agreed upon user authentication and authorization system;
 - (h) provide agreed service(s);

- (i) promote adoption of relevant standards in national resource and tools creation projects;
- (j) provide the necessary technical infrastructure to make access possible;
- (k) promote uptake of CLARIN services among researchers in their country, and gather user feedback and requirements;
- (l) support CLARIN centres in the member country by facilitating integration into national and other relevant infrastructures.

6.3. Members who have joined CLARIN ERIC reserving the right to withdraw before the end of the first five years of the establishment of CLARIN ERIC shall pay a higher annual fee as specified in Annex 2.

6.4. 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.

6.5. A member shall empower its representing entity or an entity representing the national consortium to carry out the obligations referred to in Article 6.2(a) and (d) to (l). CLARIN ERIC shall enter into a CLARIN Agreement with that 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 shall 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. Each observer shall:

- (a) appoint a representing entity as mentioned in Article 3.4 and always keep the General Assembly informed about who the representing entity is;
- (b) pay the annual fee as specified in Annex 2;
- (c) 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 in Article 7.2(b) and (c). CLARIN ERIC shall enter into a CLARIN Observer Agreement with that 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 Article 10.3 and Article 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 shall be convened by the President with at least four weeks' notice, and the agenda shall be circulated at least two weeks before the meeting. Members shall 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 shall be a member's official representative. The President shall be elected for a two year term, and no one may serve for more than two consecutive terms. In case the President withdraws before the end of the term, a new President shall 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 shall be a member's official representative. The Vice President shall be elected for a two-year term, and no one may serve for more than two consecutive terms. In case the Vice President withdraws before the end of the term, a new Vice President shall 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 its behalf by means of a written and duly signed authorisation, which shall be presented to the President by the beginning of the meeting. No representative may bring more than three authorisations.

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

8.8. All decisions shall be passed by simple majority of the votes cast, 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.

8.9. Decisions concerning the following shall require two thirds of the votes:

- (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,

Any amendment of the Statutes shall be subject to the provisions laid down in Article 11 of Regulation (EC) No 723/2009.

8.10. The decision to terminate a membership or observer status shall require 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 representative. In case of a tie, the President shall have the casting vote.

8.12. The quorum of the General Assembly shall be 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, shall circulate the proposal to all official representatives of the General Assembly, who then shall notify their objections, amendments or intentions to abstain within the time allowed. The response period shall 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 shall be tacitly adopted. If an official representative has objections or suggestions for 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 shall be appointed by the General Assembly. The Scientific Advisory Board shall consist of high-level researchers who are independent ⁽¹⁾ of CLARIN ERIC. Both the CLARIN ERIC provider and user community shall be represented in the Scientific Advisory Board.

9.2. The number of members of the Scientific Advisory Board shall be 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 shall be three years, with a possibility of one more term, to be decided by the General Assembly.

9.4. The Scientific Advisory Board shall provide 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 shall be appointed by the General Assembly. The by-laws of the Scientific Advisory Board shall be based on the general by-laws scheme developed by the Board of Directors. The by-laws shall be approved by the Board of Directors.

Article 10

National Coordinators' Forum

10.1. It shall be the duty of each member being a country to appoint a national coordinator. The national coordinator shall act as the main liaison between CLARIN ERIC and the national consortium.

National coordinators shall be responsible for their country to follow the General Assembly's policies and strategies for the development and exploitation of CLARIN.

10.1.1. It shall be the duty of each member being an intergovernmental organisation with an operational structure to appoint a coordinator. The coordinator shall act as the main liaison between CLARIN ERIC and the operational unit(s) of the intergovernmental organisation. The coordinator shall be 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' shall also include coordinators appointed by intergovernmental organisations.

10.2. The National Coordinators' Forum shall consist of all national coordinators. The responsibility of the National Coordinators' Forum shall be to ensure the coordination of the implementation of the strategies laid out by the General Assembly. The Forum shall have to maintain coherence and consistency across CLARIN and collaboration between the members.

⁽¹⁾ Independent means that there is no conflict of interest.

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

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

Article 11

Executive Director

11.1. The General Assembly shall appoint the Executive Director of CLARIN ERIC according to a procedure defined by the General Assembly. The Executive Director and the Board of Directors shall be jointly the legal representative of CLARIN ERIC. The Executive Director shall carry out the day-to-day management of CLARIN ERIC. The Executive Director shall be responsible for the implementation of a decision by the General Assembly to amend Annex 2.

11.2. The term for the Executive Director shall be 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 shall appoint high-level individuals to form the Board of Directors. The number of Directors shall be decided by the General Assembly. The appointment procedure shall be defined by the General Assembly. The collective expertise of the Board shall 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 shall substitute the Executive Director in his/her absence or in case of conflict of interest.

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

12.4. The Board of Directors shall be, together with the Executive Director, the executive body of CLARIN ERIC. The Board of Directors shall be 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 shall establish a general scheme for by-laws to be used for all boards and committees mentioned in these statutes, and shall approve the specific by-laws of each board and committee. The Board of Directors shall establish its own by-laws based on the general scheme.

12.6. The Executive Director shall be 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 shall consist 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 shall be the responsibility of the General Assembly.

13.2. The Standing Committee for CLARIN centres shall have 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 shall report to the National Coordinators' Forum and the Board of Directors. The Chair of the Standing Committee shall be elected according to the Committee's by-laws. The Chair shall be 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 shall be based on the general by-laws scheme developed by the Board of Directors. The by-laws shall 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 shall be based on the general by-laws scheme developed by the Board of Directors. The by-laws shall 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 Regulation (EC) No 723/2009.

CHAPTER 7

POLICIES

*Article 18***Agreements with third parties**

- 18.1. In cases where CLARIN ERIC deems it beneficial, it may 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 shall 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 shall be 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. Where access for researchers in CLARIN member countries is concerned, data, tools and services offered by CLARIN ERIC shall be 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. Where access for researchers in non-member countries is concerned, 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 shall be 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 shall be 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 shall be granted unless the services or resources are constrained by licensing conditions imposed by the owners. Access to metadata and to open source and open access resources shall be granted.

19.5. Even if access is granted according to Article 19.1 to 19.4, some services and resources may be available against a fee if required by the owner.

Article 20

Scientific evaluation policy

20.1. CLARIN ERIC shall be 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 shall be judged in peer reviews by independent experts, and the criteria and procedures shall 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 shall be selected by the Board of Directors in accordance with the evaluation policy.

20.2. Evaluation of CLARIN ERIC and its results shall be 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 (including via website) to researchers to ensure that research undertaken using material made accessible through CLARIN ERIC shall be 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 shall be an equal opportunity employer. Employment contracts shall 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 Union. The CLARIN ERIC procurement policy shall respect the principles of transparency, non-discrimination and competition. Since CLARIN is a distributed facility, procurement shall 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 EUR 200 000 CLARIN ERIC shall follow the principles of the EU Public Procurement Directives 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 shall 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. Tax exemptions based on Article 143(1)(g) and Article 151(1)(b) of Council Directive 2006/112/EC ⁽¹⁾ and in accordance with Articles 50 and 51 of Council Implementing Regulation (EU) No 282/2011 ⁽²⁾ shall be limited to the value added tax for such goods and services which are for official use by CLARIN ERIC, exceed the value of EUR 250, and are wholly paid and procured by CLARIN ERIC. Procurement by individual members shall not benefit from these exemptions. No further limits shall 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 shall 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 Article 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.

⁽¹⁾ OJ L 347, 11.12.2006, p. 1-118.

⁽²⁾ OJ L 77, 23.3.2011, p. 1-22

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 Union law, in particular Regulation (EC) No 723/2009;
- (b) by the law of the Netherlands in case of a matter not covered (or only partly covered) by Union law;
- (c) by these statutes.

Article 29

Disputes

29.1. The Court of Justice of the European Union 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 Union is a party.

29.2. Union legislation on jurisdiction shall apply to disputes between CLARIN ERIC and third parties. In cases not covered by Union 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 shall be publicly available at the CLARIN ERIC website and at the statutory seat.

Article 31

Setting-up provisions

31.1. A constitutional meeting of the General Assembly shall 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 takes effect.

31.2. The host country shall 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 shall be carried out by a person duly authorised by the host state.

Annex 1

LIST OF MEMBERS AND OBSERVERS

In this Annex the members and observers, and the entities representing them are listed.

Last updated: 20 September 2010

Members

| Country or Intergovernmental organisation | Representing entity |
|---|--|
| The Republic of Austria | Austrian Federal Ministry for Science and Research (BMWF) |
| The Republic of Bulgaria | Ministry of Education, Youth and Science |
| The Czech Republic | Ministry of Education, Youth and Sports (MEYS) |
| The Kingdom of Denmark | Danish Agency for Science, Technology and Innovation (DASTI) |
| The Dutch Language Union | Secretary General |
| The Republic of Estonia | Ministry of Education and Research |
| The Federal Republic of Germany | German Federal Ministry of Education and Research (BMBF) |

| Country or Intergovernmental organisation | Representing entity |
|---|--|
| The Kingdom of the Netherlands | Netherlands Organisation for Scientific Research (NWO) |
| The Republic of Poland | |

Observers

| Country or Intergovernmental organisation | Representing entity |
|---|---------------------|
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Annex 2

ANNUAL FEE

Principles

For the initial five year period the principles as described below shall 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 may also make special collaboration agreements with third parties. Before the end of the initial five year period it shall decide about the calculation method for subsequent periods.

The principles shall be as follows:

- (a) the initial target budget is EUR 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 may 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 EUR 250 000;
- (c) the maximal contribution by other members for year 1 is EUR 200 000;
- (d) the minimal contribution by members for year 1 is EUR 11 800;
- (e) the contribution for each member shall 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 shall pay the indexed contribution fixed for that year;
- (g) observers shall pay the minimal indexed membership contribution as specified in the table below;
- (h) individual institutions in non member countries shall pay the minimal indexed contribution as specified in the table below;
- (i) the contribution by the Dutch Language Union shall be EUR 28 600, which is based on the Flemish share in the Union gross domestic product (resulting in EUR 23 600), plus an additional amount of EUR 5 000, as the specific contribution by the Dutch Language Union (as an international organisation);
- (j) the contribution for entities joining in the course of a year shall be proportional to the number of remaining months in that year, starting on the first day of the month of joining;
- (k) contributions shall be based on the country's GDP in 2010 as a percentage of the Union gross domestic product in that year (based on EUROSTAT), according to the following formula:

The percentage of Union gross domestic product 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:

| % of EU GDP | rounded | Contribution in EUR |
|---------------|---------|---------------------|
| ≤ 1 | 1 | 11 800 |
| > 1 and ≤ 2 | 2 | 23 600 |
| > 2 and ≤ 3 | 3 | 35 400 |
| > 3 and ≤ 4 | 4 | 47 200 |
| > 5 and ≤ 6 | 5 | 59 000 |
| > 6 and ≤ 7 | 6 | 70 800 |
| Etc | ... | ... |
| ≥ 16 and < 17 | 16 | 188 800 |
| ≥ 17 | n/a | 200 000 |

The annual fee for members not initially committing for five years shall 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 shall 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

| (potential) member | % GDP EU 2010 | Base contribution | with annual increase of 2 % | | | | | sum |
|--------------------|---------------|-------------------|-----------------------------|--------|--------|--------|--------|---------------|
| | | | y2012 | y2013 | y2014 | y2015 | y2016 | y2012-16 |
| Iceland | 0,10 | 11 800 | 11 800 | 12 036 | 12 277 | 12 522 | 12 773 | 61 408 |
| Cyprus | 0,10 | 11 800 | 11 800 | 12 036 | 12 277 | 12 522 | 12 773 | 61 408 |
| Estonia | 0,10 | 11 800 | 11 800 | 12 036 | 12 277 | 12 522 | 12 773 | 61 408 |
| Malta | 0,10 | 11 800 | 11 800 | 12 036 | 12 277 | 12 522 | 12 773 | 61 408 |

| (potential) member | % GDP EU 2010 | Base contribution | with annual increase of 2 % | | | | | sum |
|-----------------------|------------------|----------------------|-----------------------------|------------------|------------------|------------------|------------------|------------------|
| | | | y2012 | y2013 | y2014 | y2015 | y2016 | y2012-16 |
| Latvia | 0,10 | 11 800 | 11 800 | 12 036 | 12 277 | 12 522 | 12 773 | 61 408 |
| Lithuania | 0,20 | 11 800 | 11 800 | 12 036 | 12 277 | 12 522 | 12 773 | 61 408 |
| Bulgaria | 0,30 | 11 800 | 11 800 | 12 036 | 12 277 | 12 522 | 12 773 | 61 408 |
| Luxembourg | 0,30 | 11 800 | 11 800 | 12 036 | 12 277 | 12 522 | 12 773 | 61 408 |
| Slovenia | 0,30 | 11 800 | 11 800 | 12 036 | 12 277 | 12 522 | 12 773 | 61 408 |
| Croatia | 0,40 | 11 800 | 11 800 | 12 036 | 12 277 | 12 522 | 12 773 | 61 408 |
| Slovakia | 0,50 | 11 800 | 11 800 | 12 036 | 12 277 | 12 522 | 12 773 | 61 408 |
| Hungary | 0,80 | 11 800 | 11 800 | 12 036 | 12 277 | 12 522 | 12 773 | 61 408 |
| Romania | 1,00 | 11 800 | 11 800 | 12 036 | 12 277 | 12 522 | 12 773 | 61 408 |
| Czech Republic | 1,20 | 23 600 | 23 600 | 24 072 | 24 553 | 25 045 | 25 545 | 122 815 |
| Ireland | 1,30 | 23 600 | 23 600 | 24 072 | 24 553 | 25 045 | 25 545 | 122 815 |
| Portugal | 1,40 | 23 600 | 23 600 | 24 072 | 24 553 | 25 045 | 25 545 | 122 815 |
| Finland | 1,50 | 23 600 | 23 600 | 24 072 | 24 553 | 25 045 | 25 545 | 122 815 |
| DLU/Flanders | 1,68 | 28 600 | 28 600 | 29 172 | 29 755 | 30 351 | 30 958 | 148 836 |
| Denmark | 1,90 | 23 600 | 23 600 | 24 072 | 24 553 | 25 045 | 25 545 | 122 815 |
| Greece | 1,90 | 23 600 | 23 600 | 24 072 | 24 553 | 25 045 | 25 545 | 122 815 |
| Austria | 2,30 | 35 400 | 35 400 | 36 108 | 36 830 | 37 567 | 38 318 | 184 223 |
| Norway | 2,60 | 35 400 | 35 400 | 36 108 | 36 830 | 37 567 | 38 318 | 184 223 |
| Belgium | 2,90 | 35 400 | 35 400 | 36 108 | 36 830 | 37 567 | 38 318 | 184 223 |
| Sweden | 2,90 | 35 400 | 35 400 | 36 108 | 36 830 | 37 567 | 38 318 | 184 223 |
| Poland | 2,90 | 35 400 | 35 400 | 36 108 | 36 830 | 37 567 | 38 318 | 184 223 |
| Switzerland | 3,30 | 35 400 | 35 400 | 36 108 | 36 830 | 37 567 | 38 318 | 184 223 |
| Turkey | 4,70 | 59 000 | 59 000 | 60 180 | 61 384 | 62 611 | 63 863 | 307 038 |
| Netherlands | 4,80 | 250 000 | 250 000 | 255 000 | 260 100 | 265 302 | 270 608 | 1 301 010 |
| Spain | 8,70 | 94 400 | 94 400 | 96 288 | 98 214 | 100 178 | 102 182 | 491 261 |
| Italy | 12,80 | 141 600 | 141 600 | 144 432 | 147 321 | 150 267 | 153 272 | 736 892 |
| United Kingdom | 14,00 | 165 200 | 165 200 | 168 504 | 171 874 | 175 312 | 178 818 | 859 707 |
| France | 16,10 | 188 800 | 188 800 | 192 576 | 196 428 | 200 356 | 204 363 | 982 523 |
| Germany | 20,60 | 200 000 | 200 000 | 204 000 | 208 080 | 212 242 | 216 486 | 1 040 808 |
| TOTAL | | 1 635 000 | 1 635 000 | 1 667 700 | 1 701 054 | 1 735 075 | 1 769 777 | 8 508 606 |