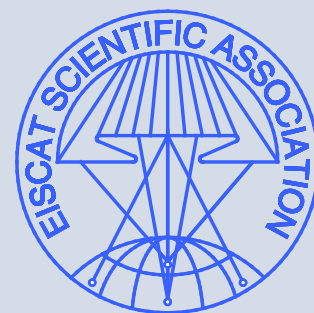


# BlueBook

Edition 2011



<b>2007- Agreement</b>
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<b><i>Agreement</i></b>
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Ver 19, STFC included instead of PPARC and ownership and timeshare calculations update per 31 Dec. 2006
<b>Ver 20, NERC included instead of STFC and ownership and timeshare calculations update per 31 Dec. 2010</b>
<b><i>Statutes</i></b>
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Ver 18, amended version approved by Council November 2007: Article 2b changed
<b>Ver 19, Management Committee changes</b>
<b><i>Financial Rules</i></b>
Ver 1, original version. Approved by Council May 2008
<b>Ver 1b, typo corrected: Article 1 numbering</b>

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# AGREEMENT

between

China Research Institute of Radiowave Propagation (Peoples Republic of China),  
Deutsche Forschungsgemeinschaft (Germany),  
National Institute of Polar Research (Japan),  
Natural Environment Research Council (United Kingdom of Great Britain and Northern Ireland),  
Norges forskningsråd (Norway),  
Solar-Terrestrial Environment Laboratory, Nagoya University (Japan),  
Suomen Akatemia (Finland)  
and Vetenskapsrådet (Sweden)

concerning the operation and development of radar facilities at high latitudes, called EISCAT.

The high-latitude atmosphere and ionosphere represent both a critically important window on Solar-Terrestrial relationships and a vast natural plasma physics laboratory. The Arctic areas of Northern Europe represent the easiest access to this regime available anywhere in the World, have well developed infrastructure, extensive installed observational facilities, and a number of centres of academic excellence in appropriate fields.

The EISCAT Scientific Association was established in 1975 and its first incoherent scatter radar system became operational in 1981. Since then, the facilities of the EISCAT Scientific Association, which have been continuously developed and extended and today comprise three World-class radars and a powerful ionospheric heating facility, have played a pivotal role in ionospheric studies providing European scientists, and other Associates, with access to World-class facilities to support their research in many areas including Solar Terrestrial Relationships<sup>1</sup>, Solar System Physics, Geospace studies, Space Weather, and Global change. Developments in hardware, software, and observational techniques have allowed the range of science addressed to be dramatically broadened since the first observations were made and the Association continues to provide and develop appropriate tools to support its user community.

In order to maintain and develop the EISCAT Scientific Association's facilities, and to ensure the continuous availability of high latitude observations in the European sector, the Signatories agree to renew the EISCAT Scientific Association with a revised, modern, and effective structure as described in this Agreement.

Therefore:

- Taking into account the development of terrestrial atmospheric, ionospheric and magnetospheric research and the quality and range of the work carried out in universities and specialized research centres,
- Having regard to the necessity of possessing facilities at the highest standard meeting the requirements of research workers in this field,
- Having regard to the basic scientific value of the study of high latitude regions and the considerable possibilities of radar techniques for studies of the atmosphere and ionosphere,
- Having regard to the specially favourable geographical position of the countries of Northern Europe, and the existence in these countries of observatories suitable for studies of solar-terrestrial physics,
- Having regard to the educational opportunities associated with both the instrumentation, its location, and its experienced personnel,
- Having regard to the value of international cooperation when large scale facilities are needed for scientific use,

the China Research Institute of Radiowave Propagation (Peoples Republic of China), the Deutsche Forschungsgemeinschaft (Germany), the National Institute of Polar Research (Japan), the Natural Environment Research Council (United Kingdom of Great Britain and Northern Ireland), the Norges forskningsråd (Norway), the Solar-Terrestrial Environment Laboratory, Nagoya University (Japan), the Suomen Akatemia (Finland) and Vetenskapsrådet (Sweden), together termed the Associates, have reached agreement on the following provisions:

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<sup>1</sup> Appendix 1 includes appropriate definitions of specific terms used within this document

## **1. Name, Legal framework, Seat, Sites and Statutes**

- a. The signatories agree to renew the agreement which supports a scientific organisation, named the EISCAT Scientific Association, with registered offices in Kiruna, Sweden.
- b. On signature by the Associates, this Agreement supersedes the existing 1996 Agreement, whose terms and provisions otherwise remain in force until midnight on 31 December 2006, and comes into force immediately thereafter on 1 January 2007 thus ensuring the continuity of the Association.
- c. The Association is established by the provisions of this Agreement, its five Appendices, and the Statutes as a non-profit organisation governed by Swedish law.
- d. The Association's infra-structure and facilities, and the contributions to their construction and operation, are specified in Appendix 2.
- e. The Association may be expanded by unanimous decision of the Council.
- f. New and existing Associates may contribute to the expansion of the facilities of the Association.
- g. The Associates are jointly responsible for the Association and all its assets and liabilities.
- h. In the case of conflict between the provisions of this Agreement, its Appendices, or the Statutes, the Agreement shall take precedence over the Appendices and both shall take precedence over the Statutes.

## **2. Objects and Means**

- a. The aim of the Association is to provide scientists with access to radar, and other, high latitude facilities of the highest technical standard.
- b. By means of experimental programmes, including both Common and Special programmes of the Associates, which may be carried out as part of wider international projects, the Association will continue to make significant progress in the understanding of physical processes in geospace, in the high latitude atmosphere, and in the coupling between the high and low latitudes and altitudes.
- c. By carefully processing, cataloguing, and safeguarding all data to preserve a continuing program of observatory measurements, the Association will provide a long-term database of the highest quality.
- d. Through its participation in World-leading scientific endeavours and by providing leadership in the design and construction of hardware and software to support these goals, the Association will provide educational opportunities.
- e. All data obtained shall become the property of the Association. A privilege of exclusive use for one year shall be granted to the Associate or third party which obtained the data within the framework of a special programme; however, the Association reserves the right to exploit such data for purposes unrelated to the original proposal.
- f. The Associates will use their best endeavours to enable the facilities to be maintained and developed to continue to support scientific work of the highest standard.
- g. Associates will make rolling commitments for at least five years; others may also enjoy access to the facilities as available and at costs to be decided by the Council in each case, while making shorter commitments. In the latter case, Council may unanimously agree to confer full Associate status in specific cases.
- h. The Association may sell observing time, as available, at a level generally no less than the actual cost and related overheads.

## **3. Operating Contributions**

- a. The operating budget shall include the funds required for the operation, maintenance, and development of the facilities and for the payment of the personnel working for the Association.
- b. Costs of delegates attending meetings shall be covered by the individual Associate organizations.
- c. The distribution of contributions between the Associates is given in Appendix 3; such distributions shall normally remain unchanged unless new Associates are admitted.

- d. Associates will use their best endeavours to maintain the value of their financial commitments to the Association as the Agreement rolls forward.

#### **4. Observing Time and Scientific Programme**

- a. Individual Associates and users shall be entitled to shares, related to their contributions and calculated using a formula to be agreed by the Council from time to time, of the observing time, which may be traded between Associates if appropriate.
- b. The formula, and the resulting distribution, is given in Appendix 4.
- c. Council will decide from time to time on the distribution of time between the Special and Common Programmes.
- d. Additional radar hours may be made available to users (including 3rd parties based on the scientific merit of their proposals) who wish to make commitments to the Association of less than five years, and existing Associates who wish to temporarily increase their contributions in particular years, at rates related to the costs involved. Such costs shall be decided by the Council and shall include a component to maintain and develop the Association's facilities as well as the proportion of Common Programme in the total operation.
- e. The Association may also make limited amounts of observing time available to potential new users for evaluation purposes.
- f. The scientific programme shall be monitored by a Scientific Oversight Committee to be established as described in the Statutes.
- g. The Council shall arrange external reviews of the Association which should normally take place every three to four years.

#### **5. Additional Contributions**

- a. Associates may increase their stake by making additional financial contributions during any particular year or by supplying additional resources which are accepted by the Council as a valid in-kind contribution.
- b. Associates may also supply additional equipment to which they retain ownership. To the extent that such equipment is available and utilised by the Association as a whole, the Council may decide to treat such additional equipment as an in-kind additional contribution for the calculation of observing shares for the period during which it is installed in connection with the Association's facilities.

#### **6. Exemption from Duties and Taxes**

- a. Vetenskapsrådet, Norges forskningsråd, and Suomen Akatemia shall endeavour to obtain exemption from, or refund of, customs duties and taxes on imports for the Association to be used for activities falling within the scope of this Agreement.
- b. These three Associates shall also endeavour to obtain exemption from, or a refund of, internal duties and taxes.

#### **7. Balance of Appropriations**

The balance of appropriations not utilized by the end of the financial year shall be distributed between long term maintenance, development, and reserve funds. The balance may also be carried forward for use in subsequent financial years if so decided by the Council.

#### **8. Financial Year and Accounting Unit**

- a. The financial year shall correspond to the calendar year.
- b. The accounting unit of the Association shall be the Swedish Crown (SEK). A different accounting unit may be adopted by Council decision if it should become appropriate.

## **9. Amendments**

This Agreement, the Statutes, and their Appendices, may be amended by unanimous decision of the Council. Such amendments shall not be in conflict with relevant law, or with the general aims of the Association.

## **10. Failure to Fulfil Obligations**

- a. Should an Associate fail to fulfil any of its obligations under this Agreement, the Council shall, by unanimous decision of the Delegations of the other Associates, decide what measures shall be taken.
- b. Such decisions shall not absolve the defaulting Associate's delegates to the Council from their legal obligations under Swedish law.

## **11. Disputes**

- a. The Associates shall endeavour, as far as possible, to settle by agreement any dispute which may arise in the interpretation or application of this Agreement.
- b. Any dispute which cannot be settled by agreement shall, on the request of a party to the dispute to the other(s), be referred to a Committee of Arbitration, set up in accordance with normal Swedish practice. Arbitration costs will be shared between the parties to the dispute.
- c. The Committee of Arbitration shall send a certified copy of its conclusions to each of the Associates. The parties to the dispute agree to accept the decisions of the Committee of Arbitration.

## **12. Admittance of new Associates**

- a. New Associates may be admitted to the Association at any time under conditions that shall be agreed by unanimous decision of the existing Associates.
- b. In addition to their Annual Contributions, new Associates may contribute a joining fee related to the value of the existing infrastructure of the Association. The payment of such a fee will be reflected in the observing share available to the new Associate.

## **13. Property of the Association**

- a. The funds contributed by the Associates, all property acquired or manufactured with the Association's funds, and all property forming an accepted contribution in kind by an Associate, except as provided in Article 5b, shall be vested in the Association.
- b. Ownership of all raw and processed data generated using the facilities of the Association shall be vested in the Association and may be exploited for the benefit of the Association, the Associates, and other users as decided by the Council.
- c. Intellectual Property Rights which may accrue to the Association from time to time shall be vested in the Association which may pursue and exploit the corresponding patent rights where appropriate. Such Intellectual Property and patent rights may be exploited for the benefit of the Association, the Associates, and other users as decided by the Council. Specific procedures for handling Intellectual Property Rights shall be developed and included in Appendix 5 to this Agreement.

## **14. Withdrawal from the Agreement**

- a. Individual Associates may withdraw from the Association by communicating their intention in writing to the other Associates before 31 October of the current financial year to take effect on 31 December of the last full financial year of the Associate's current commitment to the Association.
- b. In the event that an Associate announces its intention to withdraw, other Associates shall have an additional eight weeks to revise and announce their own intentions.
- c. Unanimous decisions of the Council shall be deemed to exclude withdrawing Associate(s), but the remaining members may not take decisions which obligate withdrawing Associate(s) to vary their financial contributions.



- d. A withdrawing Associate shall retain its rights and obligations up to the date of its withdrawal. Up to the date of its withdrawal, a withdrawing Associate may transfer all its rights, commitments, and obligations to a new Associate approved by unanimous decision of the non-withdrawing delegations to the Council.
- e. A withdrawing Associate shall normally surrender its interests, including capital interests in the Association's facilities, Intellectual Property Rights, and Patent rights. In such cases, the obligations of the withdrawing Associate may be waived by unanimous decision of the remaining Associates.
- f. Should an Associate hosting a site withdraw from the Association, it is obliged to ensure that the site shall continue to be available to the Association at costs to the remaining Associates no greater than those which appertained during the withdrawing Associate's membership plus inflation.

## **15. Duration of the Agreement**

- a. This Agreement remains in force until the Council unanimously decides otherwise.
- b. In the event of the termination of this Agreement the host Associates agree to cover potential residual costs, which cannot be covered within the approved EISCAT budget, relating to the removal of facilities in their countries (or may dispose of them in any other way they wish) in consequence of which the other Associates shall upon the unanimous decision of the Council to terminate the Agreement immediately surrender all further capital interests in those facilities.
- c. If, without terminating the Agreement, the Association should decide to cease its activities in the territory of one of the host Associates permanently or for a period exceeding three years, and that Associate does not wish to take over the effected facilities, necessary decommissioning costs shall be covered by the Association. In such cases, the Host Associate shall be entitled to a notice period of at least three years.
- d. In the event of the termination or dissolution of the Association, except as provided in 15b above, the Council shall decide on the mechanisms to distribute or liquidate the Association's property, including but not limited to monies of all types, data, Intellectual Property Rights, and patent rights.
- e. At the termination of the Association, any residual capital or other assets, and all residual liabilities other than provided in 15b above, shall be distributed between the remaining Associates according to the timeshare formula given in Appendix 4.

## Signature page

This original Agreement was opened for signature on 1 September 2005

6/11/2005

Qingsheng Dong

**China Research Institute of Radiowave Propagation, Peoples Republic of China**

06/07/2007

Matthias Kleiner, Reinhard Grunwald

**Deutsche Forschungsgemeinschaft<sup>2</sup>, Germany**

24/10/2005

Yoshiyuki Fujii

**National Institute of Polar Research, Japan**

23/05/2011

Philip Newton

**Natural Environment Research Council<sup>3</sup>, United Kingdom**

19/09/2005

Roy H. Gabrielsen

**Norges forskningsråd, Norway**

26/10/2005

Ryoichi Fujii

**Solar-Terrestrial Environment Laboratory, Nagoya University, Japan**

17/10/2005

Riita Keiski

**Suomen Akatemia, Finland**

4/10/2005

Pär Omling

**Vetenskapsrådet, Sweden**

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<sup>2</sup> In case of conflict between this Agreement and the terms laid down in the Introducing the Deutsche Forschungsgemeinschaft into the EISCAT Agreement document from 2007-01-15, the latter will prevail.

<sup>3</sup> In case of conflict between this Agreement and the UK Associateship transfer agreement terms agreed between the EISCAT Scientific Association and the Natural Environment Research Council in May 2010, the latter will prevail.

# Appendix 1

## Definitions

When used throughout the Statutes and Agreement, the following specific definitions shall apply.

Aeronomy	The study of the upper atmosphere, especially of regions of ionized gas.
Associate	A legal entity which enters into a rolling agreement lasting at least five years (less in exceptional circumstances as agreed by the Council) with other Associates to provide funding and resources for the operation of the EISCAT Scientific Association. Associates will normally be National Research Councils, or their equivalents, but may also be individual institutions or foundations. By unanimous agreement, the Council may also confer Associate rights and status on other entities.
Correspondence	Formal communication between Associates whether by physical mail, confirmed electronic mail, or telefax.
Geospace	Also called the solar terrestrial environment; geospace is the domain of sun-earth interactions. It consists of the particles, fields, and radiation environment from the Sun to Earth's space plasma environment and upper atmosphere. Geospace is considered to be the fourth physical geosphere (after solid earth, oceans, and atmosphere). <sup>4</sup>
Host Agreement	A specific agreement between the EISCAT Scientific Association and another legal entity which provides part or all of the staffing and operation of one or more of the Association's facilities.
Host Associate	An Associate having significant components of the Association's infrastructure within its national territories.
In-kind contribution	If unanimously approved by the other delegations to the Council, an Associate may make non-monetary contributions to the Association's assets, for example by providing equipment, buildings, or software components. Such contributions shall become the property of the Association and shall be accounted as a financial contribution to the capital investment of the Association at a value agreed by the Council.
Meeting	Meetings may be conducted by physical attendance of the parties at an agreed venue, or, where appropriate and when agreed by all the participants, remotely where some or all of the parties participate by tele-conferencing or other electronic means. Properly constituted and quorate meetings shall have equal validity irrespective of whether members are physically present or participate remotely.
Space Weather	The conditions and processes occurring in space which have the potential to affect the near Earth environment. Space Weather processes can include changes in the interplanetary magnetic field, coronal mass ejections from the sun and disturbances in the Earth's magnetic field. The effects can range from damage to satellites to disruption of power grids on Earth. <sup>5</sup>
Third Party	A user, or group of users, normally located outside the territories of the existing Associates, who may be allocated observing time on the Association's facilities, based either on the scientific merit of the proposed programme or by direct purchase of observation time.
User	A user is any individual or group of individuals, including Associates and their employees, who visits the facilities of the EISCAT Scientific Association for the purposes of using those facilities, or who makes use of data and information collected by the Association.

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<sup>4</sup> From <http://stargazer.gsfc.nasa.gov/epo/jsp/dictionary.jsp>

<sup>5</sup> From <http://stargazer.gsfc.nasa.gov/epo/jsp/dictionary.jsp>

## Appendix 2

### Facilities

#### **Tromsø Incoherent Scatter Radars**

The Tromsø Incoherent Scatter Radars are located at Ramfjordmoen near Tromsø, Norway.

The UHF radar operates in the 930 MHz band with transmitter peak power 2.0 MW, 12.5 % duty cycle and 1  $\mu$ s - 10 ms pulse length with frequency and phase modulation capability. The antenna is a 32 m mechanically fully steerable parabolic dish used for transmission and reception.

The VHF radar operates in the 224 MHz band with transmitter peak power 3 MW, 12.5 % duty cycle and 1  $\mu$ s - 2 ms pulse length with frequency and phase modulation capability. The antenna, used for transmission and reception, is a parabolic cylinder consisting of 4 quarters, constituting a total aperture of 120 m x 40 m. This antenna is mechanically steerable in the meridional plane (-30° to 60° zenith angle), and electronically steerable in the longitudinal direction ( $\pm 12^\circ$  off-boresight).

The receivers consist of multiple channels for both the UHF radar and the VHF radars. The data are pre-processed in signal processors, displayed and analyzed in real-time and can be recorded to mass storage media both locally and at the main storage facility. The whole radar system is controlled by computers, and the sites in Tromsø, Kiruna, Sodankylä, and Longyearbyen are interconnected via the Internet.

The radar instrumentation is located in a main operating building, which includes offices and laboratories. There is a separate building providing quarters for visiting scientists.

The radar operations buildings (in-kind contribution by Norway) belong to the University of Tromsø. The land is provided by the University of Tromsø.

#### **Tromsø Ionospheric Modification facility**

The Tromsø Heating facility is located at Ramfjordmoen close to the Tromsø Incoherent Scatter Radar facility.

The Heating facility consists of 12 transmitters of 100 kW CW power, which can be modulated, and 3 antenna arrays covering the frequency range 3.85 MHz to 8 MHz.

The Heating facility includes a transmitter hall and an operations, office and accommodation building, which are owned by EISCAT.

The land is provided by the University of Tromsø. The buildings belong to EISCAT.

#### **Kiruna Radar Receiving Site**

This site consists of a receiving facility for the UHF radar and is located near Kiruna, Sweden.

The antenna is a fully steerable 32 m parabolic dish antenna. The receivers include multiple channels. The data are pre-processed in signal processors, displayed and analysed in real-time and can be recorded to mass storage media. The whole radar system is controlled by computers, and can be remotely commanded from the other radar sites. The site includes a mirrored mass storage facility which provides a secure archive for all the data recorded by the EISCAT facilities.

The instrumentation is located in an operations building. The building (in-kind contribution by Sweden) belongs to the Swedish state building administration (Akademiska Hus AB).

#### **Sodankylä Radar Receiving Site**

This site consists of receiving facility for the UHF radar and is located near Sodankylä, Finland.

The antenna is a fully steerable 32 m parabolic dish antenna. The receivers include multiple channels. The data are pre-processed in signal processors, displayed and analysed in real-time and can be recorded to mass storage media both locally and at the main storage facility. The whole radar system is controlled by computers, and can be remotely commanded from the other radar sites.

The instrumentation is located in an operations building. The building (in-kind contribution of Finland) belongs to the Finnish state building administration (Senaatti-kiinteistö).

### **The EISCAT Svalbard Radar**

The EISCAT Svalbard Radar operates in the 500 MHz band with a transmitter peak power of 1000 kW, 25 % duty cycle and 1  $\mu$ s – 2 ms pulse length with frequency and phase modulation capability. There are two antennas, a 32 m mechanically fully steerable parabolic dish antenna, and a 42 m fixed parabolic antenna aligned along the direction of the local geomagnetic field. The receivers include multiple channels. The data are pre-processed in signal processors, displayed and analysed in real-time and can be recorded to mass storage media both locally and at the main storage facility. The whole radar system is controlled by computers, and can be remotely commanded from the other radar sites.

The radar site is near Longyearbyen on Spitsbergen, Svalbard.

The land of the radar site is provided by the Store Norske Spitsbergen Kulkompani AS. The building belongs to EISCAT.

### **The EISCAT Headquarters**

The EISCAT Headquarters is located in Kiruna, Sweden.

The inventory belongs to EISCAT. The offices are rented commercially. The Headquarters is connected to the operational sites via the Internet.

### **Contributions to facilities at 31 December 2010**

Depreciated Capital Investment and Capital Operating:

Associate	kSEK <sup>6</sup>
Finland	7 271
Germany	5 093
Japan	22 553
Norway	25 044
P. R. of China	2 510
Sweden	11 660
United Kingdom	14 886
Total	89 017

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<sup>6</sup> Per 31 December 2010

## Appendix 3

### Contributions

The distribution of minimum agreed annual contributions, to be paid in national currencies, amongst the Associates shall be as follows:

Associate	National Currency	Corresponds to kSEK <sup>7</sup>
Finland	350 000 EUR	3 371
Germany	180 000 EUR	1 732
Japan	21 000 000 JPY	1 768
Norway	4 769 000 NOK	5 745
Peoples Republic of China	2 806 000 CNY	2 849
Sweden	5 400 000 SEK	5 400
United Kingdom	320 000 GBP	3 384
Total		24 248

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<sup>7</sup> Per 31 December 2010

## Appendix 4

### Ownership and Timeshare Calculation

#### Ownership Formula

$$O = C / \Sigma C$$

#### Timeshare Formula

$$T = [C + B * D] / \Sigma [C + B * D]$$

#### Where:

- T = Individual Associate's share of special programme time on the combined facilities
- C = Sum of individual Associate's annual contributions to capital investment, depreciated over 30 years from the date when the investment becomes operational, plus sum of annual contributions to capital operating, depreciated over 5 years, plus Joining Fee (or other additional voluntary contributions), depreciated over 30 years
- B = Committed future annual contribution (including any in-kind contribution where this has been approved by Council and the value, for this purpose, agreed by Council)
- D = Number of future years for which the commitment is made

#### Example distribution:

Based on 3 075 hours<sup>8</sup> of observing time and contributions as in Appendix 2 and 3:

Associate/Other	Ownership	Timeshare	Hours
Finland	8.17%	11.97%	159
Germany	5.72%	5.96%	79
Japan	25.34%	13.82%	183
Norway	28.13%	26.67%	353
P. R. of China	2.82%	8.31%	110
Sweden	13.10%	19.18%	254
United Kingdom	16.72%	14.10%	187
Common Programmes			1 500
Other Programmes			250
Total	100.00%	100.00%	3 075

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<sup>8</sup> Budget target for 2011

## Appendix 5

### **Intellectual Property Rights handling**

(to be added later)



# STATUTES

*[Amended by Council, October 2009]*

## GENERAL PROVISIONS

### 1. Name and Seat

- a. The name of the Association is the "EISCAT Scientific Association". The Association is a non-profit organisation governed by Swedish law.
- b. Swedish law shall govern these Statutes.
- c. The Association shall have its registered offices in Kiruna, Sweden.

## OPERATION OF ASSOCIATION

The organs of the Association are the Council and the Director.

Meetings of Council may be conducted both physically and through remote means, such as tele-conferencing. Quorate physical and tele-conferences, and meetings where some delegations participate by remote means, shall have equal competence, provided that the minutes are approved by all participants.

### 2. The Council

- a. The Council assumes overall responsibility for the activities of the Association.
- b. The Council consists of a Delegation of each Associate with a maximum of three persons from each Associate.
  - i. A Delegation consists of one Delegate and Representatives.
  - ii. The Delegate will have a named Deputy.
  - iii. The Associate will normally name the Delegation no later than two months before a Meeting of Council.
- c. The Council shall be considered quorate when each Associate is represented, either by physical presence, tele-conferencing, or by properly executed proxy arrangements recorded in the formal minutes.
- d. The Council makes decisions by simple majority of the delegations, except in the case of:
  - i. The annual capital and recurrent operating budget and staff complement.
  - ii. The estimates of resources required for the five years following the budget year.
  - iii. Admission of new Associates.
  - iv. Any delegation, other than to the Director, of the authority to represent the Association.
  - v. The acquisition or assignment of patents, the granting of licenses, and the Association's policy regarding Intellectual Property Rights.
  - vi. Changes to the Agreement or Statutes of the Association.
  - vii. Conferring of Associate rights and status.Which will require unanimous decision.
- e. The Council may, by unanimous decision, delegate matters for consideration to the Council Advisory Group or to other sub-committees which it may establish from time to time.
- f. Where Council delegates have conflicts of interest in particular areas, such conflicts must be declared and delegates must play no part in the relevant discussions and decisions unless unanimously agreed by the other delegations. Where delegations are not represented as a result of

this Clause, unanimous decisions of the remaining delegations shall be treated as unanimous decisions of the whole Council.

- g. Each Delegation has one vote in the Council.
  - i. Delegations may be represented by proxy if necessary.
  - ii. In the event of a tied vote the weight of each vote is accounted according to the percentage observing time of the Associates as defined in Article 4 of the Agreement.
  - iii. If no agreement can be reached after two successive meetings of the Council, such matters shall be referred to arbitration as described in Article 11 of the Agreement.
- h. The meetings of the Council are not public.
  - i. Unless the Council decides otherwise the Director shall attend the meetings in a non-voting capacity. Attendance by other EISCAT staff and any other observers shall be as agreed by the Chairperson. Other persons may, in addition to the Delegation of an Associate, attend the meetings as observers in a non-voting capacity at the invitation of the Council.
- j. The Council may decide to meet in restricted session.

### **3. Chairperson and Vice-Chairperson of the Council**

- a. The Council shall, from among the members of its Delegations, elect a Chairperson and a Vice-Chairperson for terms of two years (starting on 1 January), which may be renewed for one additional term.
- b. The Chairperson and Vice-Chairperson may not be drawn from a single Delegation.
- c. The Chairperson chairs the meeting of the Council and shall discharge the tasks which it assigns.
- d. If the Chairperson is unable to discharge the functions of the Chair in particular cases, the Vice-Chairperson shall assume the responsibility.

### **4. Action by the Council**

- a. The Council shall meet at least once each year.
- b. The Council Chairperson must call a Council meeting within two months of the receipt of a written request of any Associate which must give notice of the business it wishes to be addressed. He/she may also call a Council meeting whenever he/she considers it necessary to do so.
- c. The Chairperson shall fix the date and place of each meeting of the Council. Notice of the meeting shall include the proposed agenda and shall be given to the members of the Delegations in writing by the Headquarters at least one month before the date fixed for the meeting unless shorter notice is accepted by all Associates.
- d. In the case of urgency the Chairperson may, if possible through the Headquarters, obtain a decision from the Council without calling a meeting by consulting the Associates in writing, unless any Associate objects to this procedure without delay. The Associates will inform the Chairperson and Headquarters by correspondence of their nominated representative for decisions to be taken by correspondence.

### **5. Minutes of Meetings of the Council**

- a. The Chairperson of the Council shall be responsible for ensuring that draft minutes of each meeting are prepared, and for ensuring that they are circulated to members of the Delegations within one month of the meeting.
- b. The Chairperson shall decide on the adoption of any amendments to the minutes proposed by Delegations and circulate revised minutes in advance of the next meeting. The Delegations shall be deemed to have accepted the draft minutes if they file no comment at Headquarters within one month of receipt of the draft minutes.
- c. Any proposed amendment to the revised minutes shall be submitted for discussion by the Council at its next meeting. When finally approved the minutes shall be sent to all members of the Delegations, members of the Council Advisory Group, the Chairpersons of sub-committees which

might from time to time be established by the Council including the Scientific Oversight Committee, and the Director.

## **6. The Director**

- a. The Director is appointed, and can be dismissed, by the Council.
- b. The Director shall assume legal and financial responsibility for the management of the facilities and staff of the Association.
- c. The Director shall implement the decisions of the Council.
- d. The Director will nominate an appropriate deputy, approved by Council, to act on his/her behalf in cases of urgency.
- e. The Director, where appropriate in consultation with the Council Advisory Group, shall submit to the Council each year:
  - i. An annual report of the Association's activities during the previous financial year, including a statement of the time the facilities have operated, and an analysis of the sharing of observation time,
  - ii. A summary of scientific highlights as supplied by the Scientific Oversight Committee,
  - iii. The final accounts for the previous financial year,
  - iv. A report on the financial position for the current financial year,
  - v. An itemized budget for the following financial year, including an estimate of receipts together with a staff complement plan and estimates of resources required for the following five years.
- f. The Director shall be responsible for implementing the budget approved by the Council according to the Council's instructions.
- g. The Director shall be responsible for the day-to-day scheduling of the scientific programme.
- h. The Director shall represent the Association in court and in all civil affairs unless otherwise decided by the Council.

## **7. Council Advisory Group**

- a. The Council Advisory Group shall be established by the Council.
- b. The Council Advisory Group shall normally be composed of the Council Chairperson and three members appointed by the Council. The Council shall select members, normally amongst its existing members, to ensure that the Council Advisory Group is competent to understand, develop and monitor the Association.
- c. Members will normally be appointed for two-year terms, which may be renewed for one additional term, but may be removed by decision of the Council. Membership of the Committee shall be rotated amongst all Associates in an equitable manner but no more than half the Council Advisory Group shall normally be replaced at any one time.
- d. The Director and the Head of Administration shall attend the Council Advisory Group meetings.
- e. Meets as necessary, but normally two times per year.
- f. Wherever possible, meetings of the Council Advisory Group shall be conducted using teleconferencing.
- g. Reviews, and advises the Council on matters relating to administrative issues, development of facilities and the Association, finances, legal issues, planned operations and other items of relevance for Council.
- h. Shall prepare advisory reports to Council for consideration.
- i. The Council Chairperson shall chair meetings of the Council Advisory Group and take responsibility for the preparation and distribution of the agenda, meeting notes and advisory reports from each meeting.

## **8. Headquarters and Working Language**

- a. The Council and its Committees shall be assisted in their business by the staff of the Association at the Headquarters under the Director.
- b. The working language of the Association is English.

## **9. Scientific Oversight Committee**

- a. Under the guidance of the Council, the EISCAT scientific community will organise a Scientific Oversight Committee, funded by the Associates, which may also include external members.
- b. The Scientific Oversight Committee will advise the Council, the Council Advisory Group, and EISCAT executives on matters relating to the scientific programme and development, the design and construction of facilities and experiments, the organisation of the observing programme, and other aspects relevant to the scientific aims of the Association, including its overall scientific plans and goals.
- c. The composition of the Scientific Oversight Committee will be determined by the Associates, but it should meet at least once per year, and its meetings should be attended by the Director, and other EISCAT staff relevant to the issues being discussed.
- d. The Scientific Oversight Committee will propose a Chairperson, to be approved by the Council, who will serve for a period of two years and will be invited to attend the meetings of EISCAT Council, and a corresponding Vice-chairperson.
- e. The Scientific Oversight Committee will produce regular reports of its meetings and recommendations.

## **10. Liability of the Associates**

- a. The Association shall not be liable for the actions of Users, whether connected with an Associate or not, who are for any reason staying within or in connection with the Association's premises and/or facilities.
- b. The Association shall only incur liability towards Users in the event of loss, damage, or injury caused through the negligence of the Association or its employees.

## **11. Auditing**

- a. The Council shall each year appoint one or more authorized auditors to audit the administration and accounts of the Association. Auditors may be reappointed.
- b. Any Associate shall have the right to send its own auditor at its own expense to audit the Association.

## **FINAL PROVISIONS**

### **12. Amendment of the Statutes**

Requests for amendment of the Statutes shall be made in writing and set forth the provisions to be amended or supplemented.

### **13. Internal Regulations**

Internal regulations to cover the cases not provided for in these Statutes shall be prepared by the Director and approved by the Council.

# FINANCIAL RULES

## *Internal Regulations*

*[Approved by Council, May 2008]*

### GENERAL PROVISION

#### 1. Authority

1.1 In the financial management of EISCAT, the Council shall be responsible for the overall administration and supervision of the Association.

1.2 The Director shall execute the decisions of the Council, manage the financial affairs in accordance with agreed policy of the Association and sign all legal instruments, unless binding signature is reserved to the Council or one of its members, either by these rules or, in exceptional cases, by decision of the Council.

1.3 The Director may delegate in writing authority to members of the staff under the provisions of Article 25.1 below, or with the prior approval of the Council.

#### 2. Rules Applicable

The financial management of the Association shall be governed by the Agreement, the Statutes, these Financial Rules and any regulations drawn up by the Council and the Director in implementation thereof.

#### 3. Financial Year

The financial year shall be from the 1st of January to the 31st of December, according to Article 8.a of the Agreement.

#### 4. Accounting Unit

The accounting unit of the Association, as defined in Article 8.b of the Agreement shall be used to draw up the annual budgets and accounts, it shall also be used in all documents relating to the finances of the Association.

### ACCOUNTING

#### 5. Accounting System

5.1 The Director shall ensure that accounting books and records are kept accurately and completely.

5.2 Non-consumable goods and property acquired as an in kind contribution of an Associate shall be included in the accounts at cost. In-kind provided infrastructure of the EISCAT facilities, as referred to in the Appendix to the Agreement, are to remain the property of the appropriate bodies in the respective countries and to be shown in EISCAT accounts, valued as trust assets and liabilities held in trust by EISCAT.

#### 6. Annual Accounts

6.1 The Director shall prepare annually the Annual Accounts consisting of an administration report, profit and loss accounts, balance sheet, statement of cash flows and notes. The administration report shall be formulated together with the Council Chairperson.

6.2 The Annual Accounts shall in addition to legal required data also include a table showing the accumulated contributions actually received from each Associate since the establishment of the Association.

#### 7. Finalisation of the Annual Accounts

The Council shall approve the Annual Accounts latest 15th of June each year.

## **BUDGETS**

### **8. Budgetary Principles**

- 8.1 Expenditure and income shall be budgeted separately.
- 8.2 The budget estimates shall apply to expenditure and income for the financial year to which they relate and in which they will probably accrue. Depreciation shall not be budgeted. Inventory items shall be budgeted at cost.
- 8.3 Authorizations for commitments to be entered into during the budget year accruing in later financial years shall be shown for each financial year except for commitments referring to recurrent operating affairs.
- 8.4 Income, except for contributions from the Associates, shall be off-set against the operating budget of the Association. The budget shall be balanced by contributions of the Associates.
- 8.5 In-kind contributions shall be budgeted as if the Association received funds and incurred expenditure.

### **9. Presentation and Approval of the Budget**

The Council shall decide on the annual budget and on the amount of contributions required from the Associates.

### **10. Use of Insurance Reimbursements**

Income from compensation for injuries and damages may be used to increase the appropriate budget expenditure provisions. Amounts unused by the end of the budget year shall be transferred to subsequent years.

### **11. Authorization of the Director**

- 11.1 Once adopted by the Council, the budgetary appropriations and the staff complement plan are binding. By virtue of them, the Director is authorized to enter into commitments for the budget year and to make payments as liabilities mature.
- 11.2 Unless authorized by the budget, the Director may not enter into commitments maturing in later years.
- 11.3 Notwithstanding the budgetary authorization mentioned in Articles 11.1 and 11.2 above, commitments to be entered into by the Director and falling within the limits stated in Article 22 are subject to prior approval by the stated body.
- 11.4 The Director is authorized to call up the annual contributions from Associates in accordance with the approved budget and the principles for the call-up of contributions as provided in Article 14.
- 11.5 If necessary the Director may incur expenditures exceeding the detailed budgetary appropriations plus possible Council agreed appropriations transferred from the previous financial year if coverage can be provided within the total available income.
- 11.6 Expenditure in excess of Article 11.5 above requires prior approval by the Council.

### **12. Interim Budgetary Measures**

If the budget has not been approved at the beginning of the financial year, the Director is authorized to spend in the current year one twelfth per month of the expenditure approved in the recurrent budget for the previous year, or one twelfth per month of the expenditure proposed in the recurrent budget for the current year, whichever is the lesser, until the approval of the budget is forthcoming. Payments in respect of investments (capital operating and investment budgets) may be made only for commitments entered into in previous financial years.

### **13. Budgetary Control**

The Director shall maintain a system of budgetary control in order to contain commitments or expenditure within the provisions of the budget. If the financial situation so requires, the Director shall limit or suspend expenditure pending Council decision.

## **FINANCIAL AFFAIRS**

### **14. Call-up of Contributions**

14.1 The budget of the Association shall be established in the accounting unit as stated in Article 4. The budgeted contribution of each Associate shall be called up in the Associates local currency.

12.2 The Director shall call-up funds at least twice per year payable 30 days after receipt of the call-up request.

### **15. Cash Management**

15.1 The Director may open bank accounts and may also open other accounts if they are needed to effect payments or other transactions.

15.2 The Director may invest money not needed for immediate requirements safely in savings or fixed time deposits. Other types of investments require approval in advance by the Council.

15.3 A petty cash may be held to cover minor expenses where other forms of payment would be inconvenient.

### **16. Contracts**

16.1 The placing of contracts for equipment, supplies and services shall be governed by the rules and procedures as laid down in Annex A. Where necessary the Director may propose different contract terms for the Association and submit them to the Council for approval.

16.2 Advance payments shall not be made unless they are normal commercial practice of the contractor or are in the interest of the Association.

16.3 Bank guarantees shall normally be required in order to safeguard down-payments and warranty claims.

16.4 Modifications of contracts or releases of claims to the disadvantage of the Association are only admissible for important reasons and require prior approval of the Council if the value of the modification exceeds 50 000 SEK.

16.5 The Director shall submit to Council at least once a year a report listing all contracts exceeding 50 000 SEK placed by the Association.

### **17. Insurance**

17.1 The Director shall be authorized to effect insurances only insofar as the Association is legally bound to do so.

17.2 The Director shall propose to the Council those fixed assets of the Association to be insured against damage inflicted by third parties, by fire, water, or storm, and against other damage caused by the weather. The proposals are subject to approval by the Council.

17.3 The Director shall consider all other significant risks, such as third party liabilities and may submit proposals to the Council for approval.

### **18. Other Commercial Business**

18.1 The Director may not overdraw the accounts of the Association, give securities or financial guarantees, acquire mortgage or transfer real property or pledge any other right whether real or personal, unless the Council agrees.

18.2 The Director is only authorized to dispose of assets of the Association against an equivalent value and within the scope of the normal activity of the Association.

18.3 Goods or services rendered to parties shall be charged at market value. Goods and services to Associates shall normally be charged at cost.

### **19. Personnel Administration**

19.1 Employment contracts to be concluded with the Director shall be subject to approval by the Council. The contracts with the Director shall be signed by the Chairperson of the Council.

19.2 All other employment contracts concluded directly with the Association, shall follow the regulations for comparable government employees effective at the work location. Any additional allowances other than those specified in Article 20 below shall be subject to approval by the Council.

19.3 Staff supplied via other means, i.e. non direct employees (Article 19.2 above), shall follow the regulations and levels valid at their normal work place.

## **20. Allowances for Direct Employees**

20.1 In the case of the first appointment of employees the following allowances shall be paid: travel and related subsistence costs shall be met for the employee and immediate family at a rate following the regulations for comparable government employees effective at their working location. Removal costs shall be met within nine months of commencement of employment for furniture and personal effects. Unavoidable import taxes and duties on such furniture and personal effects will be reimbursed.

20.2 Pro rata temporis refunding of costs mentioned in Article 20.1 above will be required in the event of termination of the contract within two years after appointment.

20.3 In addition a contribution may be made to school fees for the children of employees who are nationals of, and resident in a different country than the country of the designated work location at the time of appointment. The contribution will be paid during the time when the child attends school in the employees country of departure before taking up the appointment or at an international school local to the employees work location.

20.4 In the case of employees who are nationals of, and resident in a different country than the country of the designated work location at the time of appointment, a single disturbance allowance between 20% and 30% of a years salary shall be paid, related to family circumstances and payable, if desired, in the country of departure before taking up the appointment.

20.5 In the case of employees who are nationals of, and resident in a different country than the country of the EISCAT work location at the time of appointment, an annual recurring expatriation allowance between 7% and 11% of the salary shall be paid related to family circumstances. The allowance shall be paid for the first five years of employment at the new EISCAT work location.

20.6 In the case of transfers between work locations, the Association will follow the general pattern and levels of payment applicable to government employees at the departing country and at comparable salary and responsibility levels.

20.7 For final return removal the terms of this Article are applicable within a comparable distance of the original removal to join the Association and only available after the approbation period of the contract has been completed.

## **21. Gifts**

Gifts in favour of the Association not entailing financial or other obligations may be accepted by the Director on behalf of the Association. Proposals to accept gifts entailing financial or other obligations shall be referred to the Council for consideration.

## **22. Form of Commitments**

22.1 Any commitment exceeding 10 000 SEK must be laid down in the form of a contract, purchase order or other type of correspondence.

22.2 For commitments with an estimated total value above 500 000 SEK, the planned procedures, a summary of the costs and the justification of need shall be presented by the Director to the Council Chairperson for consideration and approval or recommendation to Council, as appropriate.

22.3 Planned commitments with an estimated total value above 1 000 000 SEK require approval by Council.

## **23. Verification of Invoices**

23.1 Invoices and other claims for payments must be verified before payments may be authorized.

23.2 The authorization of payments shall be based on supporting vouchers and such other documents as are necessary to ensure that the respective services or goods have been received, that the



contract conditions have been observed, that payment has not previously been made and that adequate and reasonable checks have been completed.

## **24. Payments**

Payments are only made upon authorizations certifying that the invoices or other claims have been checked according to Article 23 above and that the expenditure conforms with the budget. Payments shall be effected by means of bank transfers, or other forms of payment, whereof cash payments shall be kept to a minimum.

## **25. Signatures**

25.1 The Director is responsible for all administrative and commercial aspects of the Association. The Director may by written authorization delegate the power to members of the staff endorsed by Council.

25.2 For payments up to an amount of 50 000 SEK, the signature of only one of the people named in Article 25.1 above would be needed.

25.3 Payments exceeding 50 000 SEK shall be signed by two people whereof at least one shall be identified under Article 25.1 above.

25.4 The verification of invoices and other documents as referred to in Article 23 above shall be signed by the member of staff responsible for the matter for which the payment is due. Where possible, authorizations and verifications should be signed by different persons.

## **FINAL PROVISIONS**

### **26. Final Provision**

These Financial Rules shall become effective on the date of their approval by the Council, in accordance with Article 13 of the Statutes.

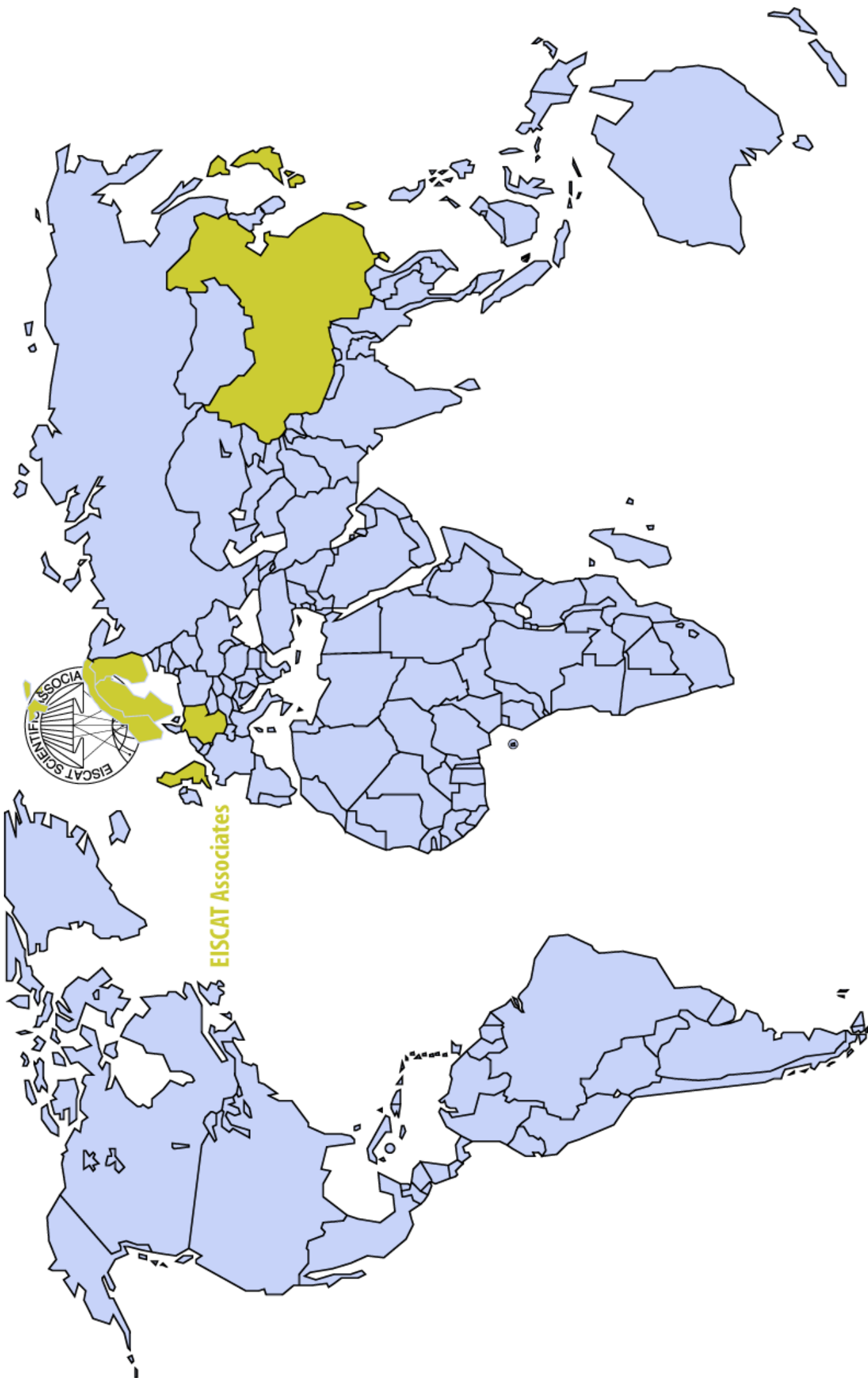
**RULES AND PROCEDURES CONCERNING THE  
PLACING OF CONTRACTS  
FOR EQUIPMENT, SUPPLIES and SERVICES**

**GENERAL**

1. Provisions in these rules and other rules of the Association which affect the placing of contracts shall always be interpreted so as to ensure the most effective deployment of the Association's resources.
2. Whenever possible contracts shall be placed at fixed prices. Exchange rate- and indexation-clauses shall be avoided as much as possible.
3. The Contract shall normally be awarded, following a competitive exercise, as outlined in paragraph 5 - 9, to the firm or organization offering the lowest price that complies with the specifications, the delivery requirements and the requested support and long-term security.
4. Contracts with an estimated value of less than 50 000 SEK can be authorized by the Director on a case by case basis to be excluded from this procedure.

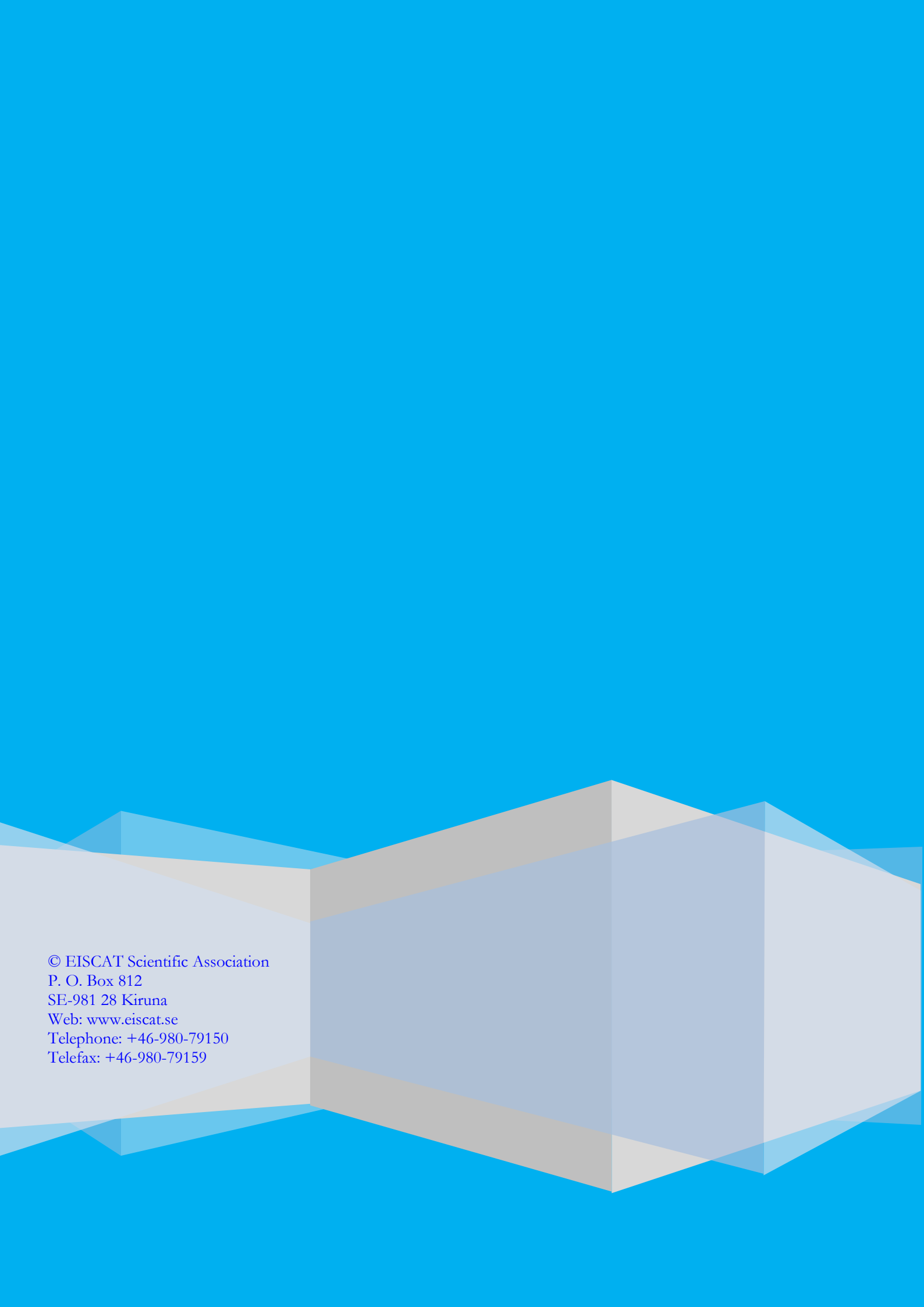
**COMPETITIVE OFFERS**

5. The Association shall before placing a contract invite competitive offers from at least three different firms or organizations active within the countries of the Associates.
6. If there are not three different firms or organizations capable of fulfilling the specifications within the countries of the Associates, then competitive offers can be considered from firms or organizations outside the countries of the Associates.
7. The invitation for competitive offers shall normally include:
  - (a) a specification of the requirements.
  - (b) instructions covering the basis on which prices and delivery times shall be quoted.
  - (c) the place and closing date for receipt of offers.
  - (d) a statement that any offer must define the period for which it will remain valid.
  - (e) a requirement that the firm or organization submits its financial and legal status.
  - (f) a statement that the invitation does not commit the Association in any way.
8. If there still are no firms or organizations available to fulfill the specifications, even after special negotiations with the originally invited firms or organizations, then the Association shall internally consider the inputs and revise the competitive offer based on the inputs. A new invitation shall then be submitted.
9. If it proves that only one firm or organization is capable of offering the requested items and the value of the contract is less than 100 000 SEK, then the offer shall be selected. If the value of the contract exceeds 100 000 SEK, then paragraph 8 shall be used to increase the number of possible suppliers.
10. If the actions in paragraph 9 have not increased the number of possible firms or organizations fulfilling the specifications, then the first sentence in paragraph 9 shall be followed even if the value exceeds 100 000 SEK.



EISCAT Associates





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