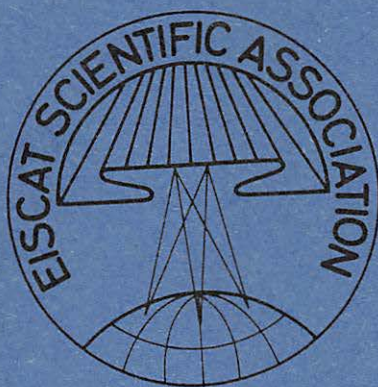


December, 1983



EISCAT SCIENTIFIC ASSOCIATION

Agreement
Statutes
Administrative and Finance Committee Rules
Financial Rules

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AGREEMENT

between

The Centre National de la Recherche Scientifique,
The Max-Planck Gesellschaft of the Federal Republic of Germany,
Norges Almenvitenskapelige Forskningsråd,
The Science Research Council of the United Kingdom of Great
Britain and Northern Ireland,
The Statens Naturvetenskapliga Forskningsråd of Sweden,
The Suomen Akatemia,
concerning the installation and operation of an incoherent
scatter facility, operating at both very high and ultra high
frequencies in the auroral zone, called EISCAT.

Taking into account the development of atmospheric, ionospheric
and magnetospheric research, the quality and range of the work
carried out in European universities and specialized research
centres,

Having regard to the necessity of possessing a second gene-
ration of instruments 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 the
incoherent scatter sounding technique,

Having regard to the specially favourable geographical position
of the countries of Northern Europe, and the existence in these
countries of observatories suited for the installation under
the best possible conditions of powerful means for obtaining
geophysical data,

Having regard to the value of international cooperation when a
large scale facility is to be installed and put to scientific
use,

The Centre National de la Recherche Scientifique of France (hereinafter referred to as CNRS), the Max-Planck Gesellschaft of the Federal Republic of Germany (hereinafter referred to as MPG), the Norges Almenvitenskapelige Forskningsråd, (hereinafter referred to as NAVF), the Science Research Council of the United Kingdom of Great Britain and Northern Ireland (hereinafter referred to as SRC), the Statens Naturvetenskapliga Forskningsråd of Sweden (hereinafter referred to as NFR), and the Suomen Akatemia (hereinafter referred to as SA), have reached agreement on the following provisions.

I. GENERAL PROVISIONS

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

1.1 The CNRS, the MPG, the NAVF, the NFR, the SA, and the SRC (hereinafter referred to as the Associates) hereby establish an educational and scientific association with a view to the installation and operation of a multistatic incoherent scatter facility in the auroral zone, comprising a system of stations at Tromsø, Norway, Kiruna, Sweden and Sodankylä, Finland, called "the EISCAT Scientific Association" (hereinafter referred to as the Association).

1.2 The seat of the Association shall be located in Kiruna

1.3 The Association shall be established as a "stiftelse", a nonprofitmaking foundation governed by Swedish law, by the provisions of this Agreement and by the Statutes. The Association shall not be under supervision according to the law (No. 116) of 1929. Swedish law shall govern this Agreement.

1.4 The Statutes of the Association shall initially be adopted by a unanimous decision of its members. In the case of conflict between the provisions of this Agreement and of the Statutes, the former shall prevail.

2. Objects and Means

2.1 The aim of the Association shall be to make significant progress in the understanding of physical processes in the high latitude upper atmosphere by means of experimental programmes including:

- a programme common to the Associates;
- particular programmes carried out by each of the Associates;
- particular programmes proposed by third parties.

2.2 In all cases, access to the data obtained shall remain under the control of the Association; however, a privilege of first use shall be granted to the Associate or third party which obtained the data within the framework of a particular programme.

2.3 The technical specification of the system is set out in Appendix A, which shall form an integral of this Agreement.

2.4 It is the wish of the Associates that scientific work of the highest class shall be carried out at the facility for the duration of its existence. At the appropriate time the Associates shall use their best endeavors to enable the facility to be modified or developed to meet this objective.

3. Organs

3.1 The organs of the Association shall be the Council and the Director. The Council shall be assisted by a Scientific Advisory Committee and by such other committees as may be established by the Council by a unanimous decision of its members.

3.2 Council

3.2.1 The Council shall consist of 15 members, who shall be appointed as follows: 3 by the CNRS, 3 by the MPG, 2 by the NAVF, 2 by the NFR, 2 by the SA and 3 by the SRC.

3.2.2 The Council shall be responsible for the general direction of the Association; it shall determine the administrative, financial and scientific regulations of the Association; in particular, it shall ensure that the design and operation of the scatter facility and its ancillary installations are satisfactory.

3.2.3 The Council shall be responsible for the use to which the Association's funds are put.

3.2.4 The Council shall elect a chairman for a period of two years and shall appoint the Director.

3.2.5 The Council, on the recommendation of the Scientific Advisory Committee, shall determine how the whole available observation time will be shared and lay down the conditions under which third parties may have access to the observation facilities, in accordance with the provisions of the Statutes.

3.2.6 The Council shall be competent to take decisions when at least all save one of the Associates are represented. However, for decisions requiring a majority of two-thirds or more, at least one member appointed by each Associate must be present.

3.2.7 Except where otherwise stated in this Agreement decisions shall be taken in accordance with the voting provisions in the Statutes.

3.2.8 The Council shall meet not less than twice a year and shall be convened by the Chairman as and when he deems it necessary. The Council shall meet at the written request of any Associate setting out the agenda.

3.3 Scientific Advisory Committee

3.3.1 There shall be a Scientific Advisory Committee which shall consist of not more than 12 members, 9 of whom shall be appointed as follows: 2 by the CNRS, 2 by the MPG, 1 by the NAVF, 1 by the NFR, 1 by the SA and 2 by the SRC; and not more than 3 who shall be selected and appointed by the Council from the international scientific community on the recommendation of the Scientific Advisory Committee.

3.3.2 The Scientific Advisory Committee shall advise the Council on the scientific programme and other scientific and technical matters, in accordance with the provisions of the Statutes.

3.4 Director

3.4.1 The Association shall be managed by a Director assisted by two Assistant Directors and a Business Manager.

3.4.2 The Director shall be appointed for a given period by a two-thirds majority of the members of the Council. His appointment may be terminated by the same majority.

3.4.3 The powers and responsibilities of the Director and Assistant Directors shall be defined in the Statutes.

II. FINANCIAL PROVISIONS

4. Investment budget and contributions

4.1 The Association's infra-structure at Tromsö, Kiruna and Sodankylä, as specified in Appendices A and B, shall be provided by the NAVF, the NFR and the SA.

4.2 The data acquisition and processing equipment, the UHF and VHF receivers and other equipment shall be provided by the NAVF, the NFR and the SA, as specified in Appendices A and B.

4.3 The estimated costs of the items to be provided under paragraphs 4.1 and 4.2 of this Article are set out in Appendix B, which shall form an integral part of this Agreement. The total cost of these items is estimated at 16.2 MSKR at December 1975 prices. The contributions of the NAVF, the NFR and the SA in Swedish Crowns to the cost of such items shall be in the following proportions: the NAVF 40%, the NFR 40%, the SA 20%.

4.4 The UHF and VHF transmitters and antennae shall be built as specified in Appendix A at a cost not exceeding 67.4 MSKR at December 1975 prices. The estimated costs of the items to be provided under this paragraph are set out in Appendix B. The contributions of the Associates, in Swedish Crowns, to the cost of such items shall be in the following proportions:

| | |
|----------|---------|
| the CNRS | 31.70 % |
| the MPG | 31.70 % |
| the NAVF | 1.96 % |
| the NFR | 1.96 % |
| the SA | 0.98 % |
| the SRC | 31.70 % |

4.5 If the specification of any item covered by this Article cannot be met from within the sums referred to in paragraphs 4.3 and 4.4 of this Article, adjusted, according to procedures to be decided by the Council, for price changes according to relevant indices and for changes in exchange rates between the Association's accounting unit and

other currencies in which the Association incurs expenditure, then the Council shall decide, by a unanimous decision of its members, whether the contributions of the Associates shall be increased or whether the specification shall be changed.

4.6 The funds allocated to the UHF/VHF transmitters, the UHF antennae, and the VHF antenna shall be in proportion to the estimates for these items set out in Appendix B, unless otherwise agreed unanimously by the members of the Council.

4.7 By unanimous agreement of the Associates the contribution of any Associate under this Article may be varied.

5. Operating contributions

5.1 The operating costs of the Association shall be provided by the Associates in Swedish Crowns in the following proportions:

| | |
|----------|------|
| the CNRS | 25 % |
| the MPG | 25 % |
| the NAVF | 10 % |
| the NFR | 10 % |
| the SA | 5 % |
| the SRC | 25 % |

5.2 Unless otherwise agreed by the Council by a unanimous decision of members the annual operating budget shall not exceed 5.7 MSKR at December 1975 prices, adjusted for price changes according to relevant indices and for changes in exchange rates, according to procedures to be decided by the Council. The operating budget shall include the funds required for the meetings of the Council and its Committees, for the missions of research workers and for the operating of equipment as well as for the payment of the personnel working for the Association, according to rules to be agreed by the Council.

5.3 By unanimous agreement of the Associates the contribution of any Associate under this article may be varied.

6. Exemption from duties and taxes

6.1 the NAVF, the NFR and the SA shall endeavour to obtain exemption from or refund of customs duties and taxes on imports for the Association, intended to be used for activities falling within the scope of this Agreement.

6.2 They shall also endeavour to obtain exemption from or a refund of internal duties and taxes.

7. Balance of appropriations

7.1 Appropriations included in an annual budget shall in principle be utilized only in the year in which the budgetary provision is made.

7.2 The balance of appropriations not utilized by the end of the financial year shall normally be cancelled.

7.3 However, that part of the balance referred to in paragraph 2 of this Article which relates to approved capital investment projects may be carried forward to subsequent financial years if the Council so decides.

8. Financial year and accounting unit

8.1 The financial year shall correspond to the calendar year.

8.2 The accounting unit of the Association shall be the Swedish Crown, hereinafter referred to as "S Kr". This may be changed by the unanimous agreement of the Associates.

9. Auditing

The Council shall each year appoint one or more authorised auditors ("auktoriserad revisor") to submit a report. Auditors may be reappointed. Any Associate shall have the right to send its own auditor at its own expense to investigate the Association's accounts.

III. FINAL PROVISIONS

10. Amendments

10.1 This Agreement may be amended by a unanimous decision of the Associates. Such amendments shall not be in conflict with Swedish law, or with the general aims of the Association.

10.2 The Council may, by a unanimous decision of its members, amend the Appendices to this Agreement, provided that such amendments do not conflict with the Articles of this Agreement.

11. Failure to fulfil obligations

Should an Associate fail to fulfil any of its obligations under this Agreement, the Council shall, by unanimous decision of the members appointed by the other Associates, decide what measures shall be taken.

12. Disputes

12.1 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.

12.2 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 paragraph 12.3 of this Article, for decision.

12.3 Each party to the dispute, whether constituted by one or more Associates, shall appoint one member of the Committee of Arbitration within one month of the date on which the request referred to in paragraph 12.2 of this Article is received. These members shall, within one month of the appointment of the last member, appoint an additional member who shall be the Chairman of the Committee, and who shall not be of the same nationality as any Associate which is a party to the dispute. If the appointment of any of the members of the Committee has not been made within the prescribed period, any party to the dispute may request the Director General of the United Nations Educational, Scientific and Cultural Organisation to make the appointments not yet made.

12.4 the Committee of Arbitration shall take decisions by a majority. In the event of an equal number of votes being cast, the Chairman shall have a casting vote. Each party to the dispute shall bear the costs of the member of the Committee appointed by it and those relating to its representation at proceedings before the Committee. Each party to the dispute shall bear an equal share of the costs relating to the Chairman of the Committee and any other expenses, unless the Committee decides otherwise. The committee shall determine its other rules of procedure.

12.5 The Committee shall send a certified copy of its award to each of the Associates.

13. Admittance of new Associates

Other Associates may be admitted to the Association by unanimous decision of the Associates.

14. Duration

14.1 This Agreement shall come into force between the signatories when those Associates which contribute at least 92% of the total capital costs specified in Article 4 have signed it.

14.2 The duration of the Association shall be for a period of 13 years from the entry into force of this Agreement.

14.3 At the expiration of the 13 years period referred to in paragraph 14.2 of this Article, the Association shall continue in existence from year to year unless one of the Associates objects. Such objection must be communicated in writing to the other Associates before 31 December of the current financial year to take effect on 31 December of the second full financial year following the objection. However the Association may be continued in existence if the other Associates by unanimous agreement so decide on condition that the withdrawing Associate shall be paid an indemnity which shall be determined by agreement but may nevertheless not be greater than the rights possessed by the Associate in the current book value of the assets of the Association on the date of its withdrawal from the Association. Such rights shall be in proportion to the Associate's contribution to the construction and operation of the Association's facilities from the date of entry into force of this Agreement up to the date of its withdrawal. A withdrawing Associate shall retain all its rights and obligations up to the date of its withdrawal.

14.4 In the event of dissolution of the Association, the net proceeds of the liquidation shall be distributed among the Associates at the time of dissolution in proportion to the contributions which they have made to the construction and operation of the Association's facilities from the date of entry into force of this Agreement up to the date of dissolution. Any deficit shall be met by the Associates in proportion to their contributions to the operating budget which has been fixed for the current financial year.

14.5 With a view to the liquidation of the Association's assets the Associates shall, after considering a recommendation of the Council, lay down the method of liquidation and shall appoint one or more liquidators whose powers they shall define.

14.6 Should an Associate providing a site withdraw, it shall be obliged to ensure that the site shall continue to be available to the Association on reasonable terms to be agreed.

15. Property of the Association

15.1 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 shall vest in the Association, unless otherwise decided by the Council by the unanimous decision of its members at the time the contribution is accepted or as is specified in Appendix B.

15.2 Except as provided under Article 14 of this Agreement, any income arising from the sale of property owned by the Association, shall, unless the Council decides otherwise, be off-set against the operating budget of the Association. Opened for signature on 19 December 1975, in the English and French languages, each text being equally authentic.

SIGNED ON BEHALF OF
THE CENTRE NATIONAL DE LA
RECHERCHE SCIENTIFIQUE
THIS 30 DAY OF December 1975

SIGNED ON BEHALF OF
THE MAX-PLANCK-GESELLSCHAFT
THIS 23 DAY OF December 1975

.....
P. CREYSSEL

.....
Friedrich SCHNEIDER

SIGNED ON BEHALF OF
THE NORGES ALMENVITENSKAPELIGE
FORSKNINGSRAD
THIS 23 DAY OF December 1975

SIGNED ON BEHALF OF
THE STATENS NATURVETENSKAPLIGA
FORSKNINGSRAD
THIS 23 DAY OF December 1975

.....
A. SANDBO

.....
Martin FEHRM

SIGNED ON BEHALF OF
THE SUOMEN AKATEMIA
THIS 23 DAY OF December 1975

.....
Helge GYLLENBERG

SIGNED ON BEHALF OF
THE SCIENCE RESEARCH COUNCIL¹
THIS 23 DAY OF December 1975

.....
R. St. WALKER

¹-----

April 1981: The Science Research Council (SRC) changed its name to the Science and Engineering Research Council (SERC)

APPENDIX A

Technical Specifications for the Auroral Incoherent Scatter Facility

1. General Outline

1.1 The facility shall be a dual frequency high power radar system operating at frequencies of 933.5 MHz (UHF) and 224 MHz (VHF). At UHF the transmitter and a receiver shall be at Tromsø (Norway) and there shall be additional receiving stations at Kiruna (Sweden) and Sodankylä (Finland). At VHF the transmitter shall also be at Tromsø and the operation shall be monostatic with a receiver at the same location.

1.2 The multistatic UHF system shall be designed to measure ionospheric parameters including three dimensional plasma motions within the approximately vertically-pointing beam of the transmitter antenna. The VHF system shall be designed to measure ionospheric parameters including the line-of-sight plasma motion.

2. Antennae

2.1 There shall be a UHF transmitting-receiving antenna in Tromsø with a gain of at least 52 dB. There shall be a pair of receiving antennae in Kiruna and another pair in Sodankylä. Each of these receiving antennae shall have a gain of at least 45 dB and shall be steerable so as to allow for scanning along the transmitter beam altitudes of 90 km and 700 km.

2.2 The VHF antenna shall have a gain of at least 45 dB for each of two orthogonal polarizations.

2.3 The system shall have the capability of being steerable in at least several fixed directions over a range of angles at least $\pm 30^\circ$ within a period of one hour.

3. Transmitters

3.1 The UHF transmitter when operated alone shall be capable of emitting at least 250 kW average and 2 MW peak. It shall be capable of operation at pulse lengths from 20 microseconds to 10 milliseconds at a maximum pulse repetition rate of 1000 Hz. Provisions shall be made for phase coding and for frequency hopping.

3.2 The VHF transmitter, when operated alone, shall be capable of emitting at least 250 kW average and 5 MW peak power. It shall be capable of operation at pulse lengths from 10 microseconds to 1 millisecond at a maximum pulse repetition rate of 1000 Hz. Provisions shall be made for phase coding, for rapid polarization reversal and for frequency hopping.

3.3 It shall be possible to operate both UHF and VHF transmitters simultaneously at a combined average power of about 250 kW.

4. Receivers and Data Processors

4.1 The receiving equipment at the three stations and at both UHF and VHF shall incorporate low noise preamplifiers of sufficient bandwidth to accommodate the plasma line frequencies. The receiving system shall be adjustable to match the incoming pulse trains so as to maximize the signal-to-noise ratio.

4.2 The signals shall be detected in such a way that phase, frequency and amplitude are preserved in order to permit all pertinent physical parameters, including plasma motions, to be deduced. The signals shall be digitized and preprocessed in real time at all three stations. The preprocessed data shall be transmitted from any observing station to any other station by telephone lines. Computers shall be installed at each site for data processing and for the control of the experiments. The synchronization of the three stations to the required accuracy shall be achieved by time references derived from accurate frequency standards.

5. Infra-structure

Adequate buildings, access roads, power, water supply and other services necessary for the efficient operation of the facility shall be supplied at each site.

APPENDIX B

Estimated costs and some details of investment items

1. The estimates below are based on the best available information on equipment delivery terms. Costs are given in millions of Swedish Crowns at December 1975 prices and exchange rates.

| | | |
|----|--|--------|
| 2. | <u>Facilities to be supplied under Articles 4.1 and 4.2</u> | |
| | Receivers (9 UHF + 1 VHF circuits) | 4.431 |
| | Frequency-time systems (One system per station) | 1.203 |
| | On-line computers and data processing systems (One system per station) | 4.211 |
| | Tromsö station, infra-structure | 4.175 |
| | Kiruna station, infra-structure | 1.119 |
| | Sodankylä station, infra-structure | 1.007 |
| | | <hr/> |
| | | 16.146 |

2.1 Of the items specified above, the receivers, the frequency-time systems, the on-line computers and the data processing systems shall be the property of the Association.

2.2 Throughout the lifetime of the Agreement the infrastructure shall be at the full disposal of the Association but shall remain the property of the national bodies of the host countries. At liquidation the properties shall be regarded as assets of the Association.

| | | |
|---|---|-------|
| 3 | <u>Equipment to be supplied under Article 4.4</u> | |
| | Transmitters | 25.5 |
| | UHF transmitting antenna | 7.2 |
| | UHF receiving antennae | 14.7 |
| | VHF steerable transmitting-receiving antenna | 20.0 |
| | | <hr/> |
| | TOTAL | 67.4 |

STATUTES OF THE EISCAT SCIENTIFIC ASSOCIATION

The undersigned:

The Centre National de la Recherche Scientifique of France;

The Max-Planck Gesellschaft of the Federal Republic of Germany;

The Norges Almenvitenskapelige Forskningsråd;

The Science Research Council of the United Kingdom of Great Britain and Northern Ireland;

The Statens Naturvetenskapliga Forskningsråd of Sweden;

The Suomen Akatemia;

Have agreed as follows:

GENERAL PROVISIONS

ARTICLE 1 - Name and Seat

- 1(1) The name of the Association shall be "the EISCAT Scientific Association". The Association shall be organised as a "stiftelse", a nonprofit foundation governed by Swedish law. Swedish law shall govern these Statutes.
- 1(2) The Association's seat shall be located in Kiruna, Sweden.

ARTICLE 2 - Objects and Purposes

The objects and purposes of the Association shall be the construction and operation of a multistatic incoherent scatter facility in the auroral zone, comprising a system of stations in Tromsø, Norway, Kiruna, Sweden and Sodankylä, Finland.

ARTICLE 3 - Financial Year

The financial year shall begin on 1 January and end on 31 December.

OPERATION OF ASSOCIATION

ARTICLE 4 - The Council

- 4(1) The Council shall be charged with the overall administration and supervision of the Association's activities.

4(2) The Council shall consist of 15 members, who shall be appointed and have their appointments terminated by the CNRS, the MPG, the NAVF, the NFR, the SA and the SRC (hereinafter called "the Associates") as follows:

3 by the CNRS; 3 by the MPG; 2 by the NAVF; 2 by the NFR; 2 by the SA; and 3 by the SRC.

4(3) The Council shall decide on:

- a) the annual capital and recurrent operating budget and staff complement;
- b) the estimates of resources required for the five years following the budget year;
- c) the scientific programme on advice from the Scientific Advisory Committee and the Director, subject to the provisions of paragraph 2 of Article 13 of these Statutes;
- d) the appointment and dismissal of the Director, the Assistant Directors and the Business Manager;
- e) the detailed financial rules;
- f) the conclusion of agreements with third parties for the use of the Association's scientific facilities;
- g) the annual statement of accounts;
- h) any delegation to an Associate of the authority to represent the Association;
- i) the procedures for the acquisition, transfer or mortgage of real property and of any other rights, whether real or personal;
- j) the giving of security or financial guarantees;
- k) all matters concerning legal proceedings;
- l) the rules for the reimbursement of travel expenses and removal allowances and the use of motor vehicles;
- m) the general rules governing personnel administration and general insurance arrangements;
- n) the procedures for orders and contracts;
- o) the acquisition or assignment of patents, the granting of licences and the Association's policy regarding information and industrial property;
- p) the appointment of auditors;
- q) the procedure for the call-up of contributions;
- r) any other category of matter which the Council decides requires its decision.

- 4(4) Except where otherwise provided for in these Statutes or in the Agreement the Council shall take its decisions by a simple majority of all members. The matters specified in paragraphs 3 a), f), h) and o) of this Article shall require the approval of all members. The matters specified in paragraphs 3 d), e), i), j), k), m), n), and q) of this Article shall require the approval of at least two-thirds of all members
- 4(5) A member who is not able to attend a meeting of the Council may, by way of exception, be represented by a member designated by the same Associate. For the purpose of transaction of business at a meeting the designated member shall have the voting powers and all other rights of the absent member.
- 4(6) The meetings of the Council shall not be public. Unless the Council decides otherwise the Director shall attend the meetings in a nonvoting capacity. Other persons may, as members of a delegation of an Associate, take part in the meetings in a non-voting capacity but at the expense of the Associate if the delegation exceeds the number of the Council members of the Associate concerned. The delegation of any Associate shall not exceed six persons unless otherwise agreed by the Council. The Council may decide to meet in restricted session.

ARTICLE 5 - Chairman and Vice-Chairman of the Council

- 5(1) The Council shall, from among its members, elect for two years a Chairman and a Vice-Chairman. The Chairmanship and Vice-Chairmanship shall rotate between the Associates on an equitable basis. The Chairman and Vice-Chairman must be members appointed by different Associates.
- 5(2) The Chairman shall chair the meetings of the Council and shall discharge the tasks which it assigns to him. If he is unable to discharge his functions the Vice-Chairman shall assume his responsibilities.

ARTICLE 6 - Secretariat and Working Language

- 6(1) The Council and its Committees shall be assisted by a Secretariat comprising staff of the Association under the Director.
- 6(2) The working language of the Association shall be English.

ARTICLE 7 - Action by the Council

- 7(1) The Council shall meet at least twice a year.
- 7(2) The Council must call a Council meeting at the written request of any Associate setting out the agenda. He may also call a Council meeting whenever he considers it necessary to do so.
- 7(3) The Chairman 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 members in writing by the Secretariat at least one month before the date fixed for the meeting unless shorter notice is accepted by all Associates.
- 7(4) In the case of urgency the Chairman may - if possible through the Secretariat - obtain a decision from the Council without calling a meeting by consulting the members in writing, unless any member objects to this procedure without delay.
- 7(5) A quorum shall be present for the transaction of business at meetings of the Council when at least all save one of the Associates are represented. However, for decisions requiring a majority of two-thirds or more, at least one member appointed by each Associate must be present. Dissenting votes shall be recorded in the minutes if the dissenting voter so wishes. When business is conducted by correspondence the proposal shall be approved by the relevant majority of members.
- 7(6) In the event of an equal number of votes being cast for decisions requiring a simple majority the member in the Chair shall have an extra vote.

ARTICLE 8 - Minutes of Meetings of the Council

The Chairman of the Council shall be responsible for ensuring that draft minutes of each meeting are prepared, for approving the draft minutes and for ensuring that they are circulated quickly to members. The members shall be deemed to have approved the minutes if they file no comment within one month of receipt of the minutes. Any proposed amendment to the minutes shall be submitted for discussion by the Council at its next meeting; when finally approved the minutes must be sent to all members of the Council and to the Director.

ARTICLE 9 - Director, Assistant Directors and Business Manager

- 9(1) The Director shall be the Chief Executive Officer of the Association and shall be assisted by a small staff, including two Assistant Directors and a Business Manager. One of the Assistant Directors, charged more particularly with problems of a technical nature and with supervision of the technical staff, shall preferably reside in Tromsø and the other, charged with scientific exploitation of the data and with assisting the research workers, shall preferably reside in Kiruna. The Director may, subject to such rules as may be laid down by the Council, delegate to them the powers they need for implementing their specific tasks.
- 9(2) The Director, the two Assistant Directors and the Business Manager shall be appointed by a two-thirds majority of all members of the Council; they may be dismissed by the same majority.
- 9(3) Unless the Council agrees otherwise the Director shall assume responsibility for the management of the Association, sign negotiable instruments, cheques and contracts entered into in the Association's name, and execute the Council's decisions, subject to such rules as may be laid down by the Council.
- 9(4) The Director may, within the limits of the approved budget and according to the Council's directives and the national regulations of the countries concerned, appoint and dismiss all personnel employed directly by the Association and determine their duties and their conditions of service.
- 9(5) The Director shall submit to the Council each year; at a meeting in the spring:
 - a) an annual report of the Association's activities during the previous financial year, including a statement of the time the facilities have operated, the time required for repairs and maintenance, and an analysis of the sharing of observation time;
 - b) the provisional accounts for the previous financial year including a statement of receipts;

- c) a draft of the proposed capital and recurrent operating budget for the following financial year including a staff complement plan and estimates of resources required for the following five years;
 - at a meeting in the autumn:
 - d) the final accounts for the previous financial year;
 - e) a report on the financial position for the current financial year;
 - f) 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.
- 9(6) The Director shall be responsible for implementing the budget approved by the Council according to the Council's instructions.
- 9(7) The Director shall be responsible for the day-to-day scheduling of the scientific programme.
- 9(8) The Director shall represent the Association in court and in all civil affairs unless otherwise decided by the Council.

ARTICLE 10 - Scientific Advisory Committee

- 10(1) The Scientific Advisory Committee shall consist of not more than 12 members. 9 of them shall be appointed and have their appointments terminated by the Associates as follows: 2 by the CNRS; 2 by the MPG; 1 by the NAVF; 1 by the NFR; 1 by the SA; and 2 by the SRC and not more than 3 shall be selected and appointed by the Council from the international scientific community on the recommendation of the Scientific Advisory Committee.
- 10(2) The Scientific Advisory Committee shall be responsible for advising the Council on the scientific programme and on the scientific and technical questions relating to the design, construction and operation of the scatter facility. Its responsibility does not include advising on the programmes covered by paragraph 1 b) of Article 13 of these Statutes but it has to be informed about those programmes.

- 10(3) The Scientific Advisory Committee shall, from among its members, elect for two years a Chairman and a Vice-Chairman. The Chairmanship and Vice-Chairmanship shall rotate between the Associates on an equitable basis. The Chairman and Vice-Chairman must be members appointed by different Associates.
- 10(4) The Chairman shall fix the date and place of each meeting. Notice of the meeting shall include the proposed agenda and shall be given to members in writing by the Secretariat at least one month before the date fixed for the meeting, unless shorter notice is accepted by all Associates.
- 10(5) A quorum shall be present for the transaction of business at meetings of the Scientific Advisory Committee if at least all save one of the Associates are represented.
- 10(6) The Scientific Advisory Committee shall decide on its advice to the Council by a simple majority vote of the members present. In the event of an equal number of votes being cast the member in the Chair shall have an extra vote. Dissenting votes shall be recorded in the minutes if the dissenting voter so wishes.
- 10(7) Meetings of the Scientific Advisory Committee shall not be public. Unless the Scientific Advisory Committee decides otherwise, the Director and the Assistant Directors shall attend the meetings in a non-voting capacity. Other persons, including scientists chosen from among the international scientific community, may attend meetings in an advisory but non-voting capacity if the Scientific Advisory Committee so decides. Other persons may as members of a delegation of an Associate take part in the meetings in a non-voting capacity at the expense of the Associate if the delegation exceeds the number of the Committee members of the Associate concerned, according to rules to be decided by the Council.
- 10(8) The Chairman of the Scientific Advisory Committee shall be responsible for ensuring that draft minutes of each meeting are prepared, for approving the draft minutes and for ensuring that they are circulated quickly to members. The members shall be deemed to have approved the minutes if they file no comment within one month of receipt of

the minutes. Any proposed amendment to the minutes shall be submitted for discussion by the Scientific Advisory Committee at its next meeting; when finally approved the minutes must be circulated to the members and to the members of the Council.

- 10(9) The Scientific Advisory Committee shall meet at least twice a year.

ARTICLE 11 - Other Committees of the Council

The Council may, by unanimous decision of its members, set up other committees to make recommendations to it or to take decisions on its behalf.

ARTICLE 12 - Remuneration of Fees

The members of the Council, of the Scientific Advisory Committee and of any Committee set up under Article 11 shall receive no fees but shall be reimbursed for their expenses by the Association according to rules to be agreed by the Council.

ARTICLE 13 - Observing time

- 13(1) Observing time on the Association's facilities shall be made available for:

- a) a programme common to all Associates;
- b) particular programmes of each Associate;
- c) such programmes of third parties that may be agreed under paragraph 3 f) of Article 4 of these Statutes and on the basis of merit.

- 13(2) The total observing time is estimated at a minimum weekly averaged of 48 hours. Unless otherwise decided by a unanimous decision of the members of the Council, about 50% of the total available observing time shall be allocated to particular programmes (paragraph 1 b) of this Article) according to quotas to be agreed from time to time by the Council by a two-thirds majority of all members on the basis of the contributions made in cash and kind to the capital and operating expenses of the Association. Subject to the above the Council shall decide how the total available observing time is to be divided between the programmes specified in paragraphs 1 a), b) and c) of this Article and shall decide on the programmes specified in paragraphs 1 a) and c) taking account of the advice of the Scientific Advisory Committee and of the Director.

- 13(3) Applications for observing time from third parties, and proposals for the common programme, shall be submitted to the Director who shall seek the views of the Scientific Advisory Committee before submitting them to Council for decision. The Director shall be responsible for the scheduling of all approved experiments, including those approved by the Associates, on the Association's facilities.
- 13(4) Up to five percent of the observing time is available for EISCAT staff to be apportioned at the discretion of the Director. The Director and Assistant Directors may also submit proposals for the common programme and may apply to an Associate for particular programmes or to the Scientific Advisory Committee. Any time allocated by an Associate shall be counted against the quota of the Associate concerned.
- 13(5) All proposals for particular programmes by the Associates shall be submitted to the Director for his technical comments. The Director shall advise the Scientific Advisory Committee on whether the proposals are technically feasible and whether they are detrimental to the Association's facilities.
- 13(6) The Director shall consider requests for the acquisition of data from non-EISCAT observatories needed to support the common or particular programmes and shall endeavour to make suitable arrangements for such data to be made available.

ARTICLE 14 - Ownership and Use of Data

The Association shall encourage the publication of all scientific results obtained using its facilities. All data collected shall be the property of the Association and shall be made freely available to all the Associates and the Association's staff. However, in the case of data obtained from the programmes specified in paragraphs 1 b) and c) of Article 13 those responsible for the programme shall have the right of first use of the data for the purpose of publication of scientific results for a maximum of twelve months from the date of collection, after which time the data must be made freely available to all the Associates and the Association's staff.

ARTICLE 15 - Special Equipment

Any special equipment required for the programmes specified in paragraph 1 b) and c) of Article 13 shall be provided by the individual or group concerned.

ARTICLE 16 - Liability of the Associates

16(1) Any loss, damage or injury sustained by an employee of an Associate in carrying out duties in connection with the Association shall be borne by that Associate. However, to the extent that the loss, damage or injury was caused by the wilful conduct or negligence of an employee of another Associate, that Associate shall reimburse the other Associate the compensation paid by the latter to the victim. Except to the extent to which another Associate is liable under the preceding sentence, the employer of the victim shall indemnify the other Associates in respect of any action which the victim or any other person may bring in respect of the loss, damage or injury.

16(2) Each Associate shall bear the cost of any loss or damage to its property caused by any act or omission of an employee of another Associate unless the damage was caused by wilful conduct or negligence in which event the cost shall be borne by the Associate whose employee caused the damage.

ARTICLE 17 - Books and Records

The Director must ensure that accurate and complete accounting books and records are kept concerning the Association's activities; he must also ensure that minutes are kept of all meetings of the Council and its Committees.

FINAL PROVISIONS

ARTICLE 18 - Procedure for Settlement of Disputes

- 18(1) As far as possible, the Council shall resort to an amicable procedure for settlement of any dispute which may arise among its members in connection with interpretation or application of these Statutes or the Agreement.
- 18(2) In the event that the dispute cannot be resolved amicably, the Council shall refer the dispute to the Associates for settlement under Article 12 of the Agreement.

ARTICLE 19 - Amendment of the Statutes

Request for amendment of the Statutes shall be made in writing and set forth the provisions to be amended or supplemented. Such amendments shall be adopted by the Council only by an unanimous decision of members.

ARTICLE 20 - 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.

Opened for signature on 19 December 1975, in the English and French languages, each text being equally authentic.

SIGNED ON BEHALF OF
THE CENTRE NATIONAL DE LA
RECHERCHE SCIENTIFIQUE
THIS 30 DAY of December 1975

.....
P. CREYSSEL

SIGNED ON BEHALF OF
THE MAX-PLANCK-GESELLSCHAFT
THIS 23 DAY of December 1975

.....
Friedrich SCHNEIDER

SIGNED ON BEHALF OF
THE NORGES ALMENVITENSKAPELIGE
FORSKNINGSRAD
THIS 23 DAY of December 1975

.....
A. SANDBO

SIGNED ON BEHALF OF
THE STATENS NATURVETEN-
SKAPLIGA FORSKNINGSRAD
THIS 23 DAY of December
1975

.....
Martin FEHRM

SIGNED ON BEHALF OF
THE SUOMEN AKATEMIA

THIS 23 DAY of December 1975
1975

.....
Helge GYLLENBERG

SIGNED ON BEHALF OF
THE SCIENCE RESEARCH
COUNCIL¹

THIS 23 DAY of December

.....
R. St. WALKER

1-----

April 1981: The Science Research Council (SRC) changed its name to the Science and Engineering Research Council (SERC)

Adopted by EISCAT Council 12/13 May 1983

Guidelines for Management of Scientific Programmes, Observing Time and Using of Data

1. Purpose and Objectives

1.1 This document is based on those Statutes of the EISCAT Scientific Association relevant to EISCAT Scientific Programmes, Observing Time and Use of Data and should be read, when necessary, in conjunction with those Statutes.

1.2 The objective of the guidelines set out in this document is to ensure (a) that the best possible scientific returns are obtained and (b) that each Associate is assured of its equitable share of scientific results.

1.3 Article 13 of the EISCAT Statutes states that the observing time shall be made available for

- (a) a programme common to all Associates
- (b) particular programmes of each Associate
- (c) such programmes of third parties that may be agreed...

Type (b) are commonly termed "Special Programmes".

1.4 Scientific Co-operation Between EISCAT Associates
In many fields of study the best scientific return will result from co-operation between scientists within the Associate countries. In order to enable EISCAT staff and SAC to give advice on such co-operation it is hoped that scientists will inform the Director and SAC about ongoing studies involving EISCAT data even when the work proposed is based on Common Programme data. It is, of course, understood that there is no obligation to submit proposals for independent work based on Common Programme data.

2. Common Programme

2.1 Great importance is attached to the Common Programme and in particular to long term routine observations. The major contribution of incoherent scatter radar to upper atmosphere science has in the past to a large extent come

from the analysis of data obtained from standard observations covering different times and seasons, varied geomagnetic conditions and different phases of a solar cycle. EISCAT will be no exception.

2.2 After an initial trial period to be closely supervised by SAC the observational procedures shall only be substantially modified when major changes in EISCAT facilities make it desirable. Examples of such major changes will be the commissioning of the VHF system and subsequent split beam operation.

2.3 Proposals for changes in the Common Programme shall be submitted to both the Director and the Chairman of SAC.

2.4 The choice of observations within the Common Programme and distribution of time allotted to each of these shall be made by the Director on the recommendation of SAC.

2.5 Common Programmes can be interrupted, for example in support of rocket campaigns, or at short notice during unexpected or unusual phenomena as described in Article 3.10. Such interruptions must be kept to a minimum and must be kept to a minimum and must be approved by the Director or, if not feasible, by the officer in charge of the programme. Data collected during these periods shall form part of the Common Programme. The Director shall report the circumstances of such interruptions at the next subsequent meeting of SAC.

3. Particular Programmes

3.1 Proposals for particular programmes should contain information as specified in the standard format available from EISCAT Headquarters. Proposers should consult the "Procedures for EISCAT Special Programme Experiments" issued by Headquarters. Proposers may request that their proposals are held in confidence.

3.2 Each Associate will set up an internal review system to deal with particular programmes according to rules which are of no concern to EISCAT.

3.3 Each Associate shall appoint a contact person with whom the EISCAT Director can discuss general matters concerning proposals submitted by that Associate.

3.4 Each Associate shall submit proposals to the EISCAT Director with the appropriate internal preferences and priorities indicated.

3.5 Associates may combine to propose to allocate a certain fraction of their particular programme time to scientific programmes of joint interest.

3.6 Upon review of the proposal for particular programmes the Director shall either schedule the programme forthwith, or he shall suggest modifications which will be discussed with the experimenter; the contact person will be kept informed.

3.7 Where proposals from two or more Associates are identical or nearly identical the Director shall suggest to the respective contact persons and experimenters - if the proposals so indicate - a pooling of efforts and a sharing of observing time. The amount of observing time allotted to such a shared effort by the participating Associates shall be a matter of mutual agreement.

3.8 The Associates are invited to involve members of the EISCAT staff (including the contract staff) as participating partners in some of their scientific programmes. Such partnerships must be approved by the Director.

3.9 The Director shall provide SAC with a schedule of actual and proposed observations and invite its comments. In particular SAC shall discuss whether the schedule arising from the proposed observations provides a reasonable coverage of the problem areas that ought to be examined.

3.10 If an unexpected or unusual phenomenon natural or otherwise occurs, observation of which would be so valuable as to warrant interruption of scheduled programmes or starting up the system at short notice, the Director or other officer in charge may take the initiative. The Data collected shall belong to the Common Programme and

all Associates shall be notified as soon as possible of such observations. The SAC will discuss any such occurrence at its next subsequent meeting.

4. Use of EISCAT by Collaborating Scientist, Third Parties and Staff

4.1 Parties not belonging to the Association may take use of EISCAT on terms approved by the Council in each case. Scientific collaboration with scientists or scientific institutions from non-Associate countries is to be encouraged along the following guidelines.

4.2 Applications for observing time from third parties shall be submitted to the Director who shall seek the views of SAC before submitting them to the Council for decision.

4.3 Whenever collaborative work with scientists from non-Associate countries involving the use of EISCAT data is undertaken, the EISCAT Director shall be informed and he will at his discretion report to the next meetings of SAC and Council.

4.4 Any scientific paper resulting from such collaboration shall include as coauthor(s) the participating scientist(s) from the Associate country or the EISCAT staff, with appropriate acknowledgement of the support provided by EISCAT.

4.5 Summaries of data, such as microfiche surveys, may be supplied for the purpose of identifying specific periods when a combination of EISCAT data with data from some other facility (such as another incoherent scatter facility or a satellite) appears likely to produce significant results. However there shall be no bulk transfer of EISCAT data in raw or reduced form to scientists from non-Associate countries without the permission of the EISCAT Director who will act in consultation with the SAC, and who will report to the next Council.

4.6 "Bulk transfer" means the supply of data sufficient to enable the recipient to carry out research principally based on EISCAT data.

4.7 Up to five percent of the observing time is available for EISCAT staff to be apportioned at the discretion of the Director.

5. Ownership and Use of Data

5.1 Article 14 of the Statutes states;

"The Association shall encourage the publication of all scientific results obtained using its facilities. All data collected shall be the property of the Association and shall be made freely available to all the Associates and the Association's staff. However, in the case of data obtained from the programmes specified in paragraphs 1(b) and (c) of Article 13 those responsible for the programme shall have the right of first use of the data for the purpose of publication of scientific results for a maximum of twelve months from the date of collection, after which time the data must be made freely available to all the Associates and the Association's staff". (Paragraphs 1(b) and (c) of Article 13 refer to particular programmes and third-party programmes, respectively).

5.2 Published papers in which data from the EISCAT facility have been used shall always contain an acknowledgment of the support provided by EISCAT.

5.3 Authors are expected to send preprints of papers, as well as reprints after publication, to the EISCAT Headquarters where a file of EISCAT publications will be kept.

6. Distribution of EISCAT Data

6.1 Common programme data will be processed by the EISCAT analysis programs yielding tabulations of ionospheric parameters.

6.2 Processed common programme data will be dispatched by EISCAT (or its contractor) to the Associates on magnetic tape, one set per country. Release of such data on a non-collaborate basis to third parties must be approved by the Director, who will act in consultation with SAC and report in retrospect to Council.

6.3 Magnetic tape copies of raw data from Common Programme experiments may be obtained from EISCAT's contractor for data distribution. Magnetic tape copies of particular programme data will be provided upon request to the particular Associate by EISCAT.

6.4 Particular programme data capable of being processed by the standard EISCAT programs will be thus processed with the minimum practicable delay if requested by the Associate(s) responsible for the programme.

6.5 Other particular programme data will be processed by EISCAT if the necessary analysis programs are devised by the experimenter assisted by EISCAT staff. Otherwise the experimenter will receive raw data on magnetic tape.

6.6 All particular programme data will become available on request from scientists in all EISCAT member countries one year after acquisition.

6.7 The Director shall have discretion to make available to any scientist a limited amount of common programme data needed to supplement other scientific investigations. Particular and third-party programme data may be made available during the first year after acquisition with the permission of the experimenter.

6.8 Brief descriptions of all common, particular and third-party programmes will be published by EISCAT. A summary of observations shall be published in the EISCAT Annual Reports.

6.9 EISCAT will securely archive one set of all EISCAT data. Experimenters may remove only copied data from EISCAT.

EISCAT
ADMINISTRATIVE AND FINANCE COMMITTEE

The Administrative and Finance Committee (AFC) is established as a Committee of the Council under Article 3.1 of the Agreement.

I. Membership

The AFC shall consist of 6 members, who shall be appointed and have their appointments terminated by the Associates as follows: 1 by the CNRS, 1 by the MPG, 1 by the NAVF, 1 by the NFR, 1 by the SA and 1 by the SERC.

II. Terms of Reference

The AFC shall:

a) advise the Council on:

1. the draft annual capital and recurrent operating budget and staff complement;
2. the draft estimates of resources required for the five years, following the budget year;
3. the annual statement of accounts and the auditors comments thereon;
4. the detailed financial rules;
5. the procedure for the call-up of contributions;
6. contracts for sites;
7. all other contracts and orders outside the delegated power which shall be given to the Director by the Council;
8. the rules concerning contract procedures;
9. the general rules governing personnel administration and general insurance arrangements;
10. the acquisition or assignment of patents, the granting of licences;
11. the rules for the reimbursement of travel expenses (including rules for the reimbursement of missions of research workers) and removal allowances and the use of motor vehicles;
12. property questions with regard to 15.1 of the agreement;

13. such other administrative and financial matters that the Council decides to require its advice.
- b) take decisions on all matters concerning which authority may be delegated to it by the Council, whether by a specific decision.

III. Rules of Procedure

1. The Committee shall meet at least twice a year and whenever the Chairman considers it necessary to do so. The Chairman must call a meeting at the request of the Council or at the written request of any Associate setting out the agenda.
2. The Chairman shall fix the date and place of each meeting. Notice of the meeting shall include the proposed agenda and shall be given to members in writing by the secretariat at least one month before the date fixed for the meeting unless shorter notice is accepted by all Associates.
3. The Chairman may obtain a decision from the Committee without calling a meeting by consulting the members in writing unless any member objects to this procedure without delay.
4. A quorum shall be present for the transaction of business at meetings when at least all save one of the Associates are represented.
- 5.1 The members appointed by the CNRS, the MPG and the SERC have three votes. The other members have two votes. The Committee shall take its decisions by a simple majority of all votes.
- 5.2 Dissenting votes shall be recorded in the minutes if the dissenting voter so wishes. When business is conducted by correspondence the proposal shall be approved by the relevant majority of votes.
- 5.3 The Committee members are allowed - by way of exception and with the approval of their Associate - to transfer their voting power to another Committee member.
- 5.4 In the event of an equal number of votes being cast the member in the Chair shall have an extra vote.

6. Meetings of the Committee shall not be public but the delegation of an Associate may, apart from the member, include other persons who take part in the meetings in a non-voting capacity and at the expense of the Associate concerned. Unless the Committee decides otherwise, the Director, the Assistant Directors and the Business Manager shall be allowed to attend the meetings in a non-voting capacity.
7. The Chairman of the Committee shall be responsible for ensuring that minutes of each meeting are prepared, for approving the minutes and for ensuring that they are circulated quickly to members, Director and Chairman of the Council. The members shall be deemed to have approved the minutes if they file no comment within one month of receipt of the minutes. Any proposed amendment to the minutes shall be submitted for discussion by the Committee at its next meeting.

Financial Rules

Text

General provisions

1. Power

- 1.1 In the financial management of EISCAT, the Council shall be responsible for the overall administration and supervision of the Association. It shall decide on those matters listed in Art.4, par.3 of the Statutes and on any other matter of general importance.
- 1.2 The decisions of the Council shall be replaced by decisions of the AFC to the extent that authority is delegated to it by the Council.
- 1.3 The Director shall execute the decisions of the Council, manage the financial affairs 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.
- 1.4 The Director may delegate in writing authority to members of his staff under the provisions of Art.28 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, the AFC 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 Art.3 of the Statutes.

4. Accounting unit

The accounting unit of the Association, as defined in Art.8.2 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.

Establishment of the Budget

5. Budgetary principles

- 5.1 Expenditure and income shall be budgeted separately.
- 5.2 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. Authorizations for commitments to be entered into during the budget year but accruing in later financial years shall be shown for each financial year except for commitments referring to recurrent operating affairs.
- 5.3 Expenditure and income shall be budgeted with and without changes in price levels. The Council shall decide which of these figures shall form the adopted budget authorization.
- 5.4 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.
- 5.5 Contributions in kind by Associates, in accordance with the Agreement shall be budgeted as if the Association received funds and incurred expenditure.

6. Form of the budget

- 6.1 The budget shall be drawn up in the form attached to these rules. It shall be divided into the three chapters: recurrent, capital operating and investment, each of them balanced. The investment chapter shall comprise those items mentioned in the Agreement at Appendix B.
- 6.2 The budget shall include as comparative figures the estimated figures of the previous year and the actual figures of the year before that.
- 6.3 The recurrent chapter shall be divided into the headings "income" and "expenditure" and into subheadings referring to the various sources of income and types of expenditure in accordance with the schedule at Annex A. For purposes of information, the budgeted expenditures shall be divided into the sections: "Expenses for Council and Committees", "Headquarters operation", and "Site operation ... Tromsø, Kiruna, Sodankylä".

6.4 The capital operating chapter shall be divided into sub-headings for inventory items and the investment chapter shall be divided into sub-headings in accordance with the schedule at Annex A. The income shall be divided into sub-headings for contributions, specified for each of the Associates, and other income appropriated for capital operating and investment expenditure.

6.5 The budget estimates shall be explained by notes covering new or increased expenditures. Explanatory notes to the items of the investment programme shall refer to actual expenditures up to the second year before the budget year, to the authorizations of the year before the budget year plus authorizations transferred to this year, to the rate budgeted and the rates estimated for future years.

6.6 The budget estimates shall be accompanied by:

- a staff complement plan,
- a table indicating, in detail, the contributions needed and the Associates share thereof,
- a financial report concerning the current year, estimates of resources required for the following five years.

7. Presentation and Approval of the budget

7.1 Before the first of March in the year before the budget year, the Director shall submit the first draft of the budget to the Council. The AFC shall consider this first draft and make recommendation to the Council's spring meeting.

7.2 A revised draft of the budget shall be submitted to the Council in due time before the Council's autumn meeting. The AFC shall consider this revised draft and make recommendation.

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

8. Supplementary budget

8.1 A supplementary budget shall only be submitted if unforeseen and imperative events so require. The provisions of Art.5-7 shall be applied by analogy to supplementary budgets.

8.2 No additional expenditure shall be deemed to have been approved by the Council until covered in an approved supplementary Budget.

Implementation of the Budget

9. Authorization of the Director

9.1 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.

9.2 Unless authorized by the budget according to Art.5.2 above, the Director may not enter into commitments maturing in later years.

9.3 Notwithstanding the budgetary authorization mentioned in paragraphs 9.1 and 9.2, commitments to be entered into by the Director are subject to prior approval by the Council or the AFC if required by the Statutes or other regulations.

9.4 The Director is authorized to call up the annual contributions from Associates in accordance with the approved budget, Art.10 below, and the "Principles for the Call-up of Contributions" approved by the Council.

9.5 Budget appropriations not utilized by the end of the budget year shall lapse except where the Council decides otherwise. Appropriations for investment and other capital operating expenditure may be carried forward to the subsequent financial year unless the Council decides otherwise.

9.6 If necessary the Director may incur expenditures exceeding the detailed budgetary appropriations plus appropriations transferred from the previous financial year if coverage can be provided within the headings "personnel expenditures", "other recurrent expenditures", "investment expenditure" or "other capital operating expenditures". The total amount of approved capital investment projects may not be exceeded. Other deviations from the budgetary appropriations require prior approval by the Council or, if such power is delegated to it, by the AFC.

10. Annual Balance of Income

The balance of income (surplus) not utilized by the end of the financial year and not transferred to the subsequent financial year shall be carried forward in order to reduce the contributions from the Associates for the following year, unless otherwise decided by the Council.

11. Interim budgetary measures

If the budget has not been approved at the beginning of the financial year, the Director is authorized to spend on operation in the current year one twelfth per month of the expenditure approved in the recurrent budget for the preceeding 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 preceeding financial years.

12. 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, he shall limit or suspend expenditure pending Council decision.

Special Financial Affairs

13. Opening of Bank Accounts, Petty Cash Account

13.1 In the countries of the Associates, the Director may open bank accounts with reputable banks and he may also open postal cheque accounts if they are needed to effect payments or other transactions. Under par.4 of the "Principles for the Call-up of Contributions" he is obliged to open a bank account as requested by any of the Associates. He will report on his arrangements to the AFC.

13.2 A petty cash account may be opened to cover minor expenses where payment by cheque would be inconvenient.

14. Investment of Funds

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

15. Foreign Exchange operations

The Director is authorized to conduct all foreign exchange operations necessary to meet the requirements of the Association.

16. Contracts

16.1 The placing of contracts for equipment, supplies and services shall be governed by the rules and procedures adopted by the Council. The Director shall set up general 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 interests 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 10,000.- SKR.

17. Insurance

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

17.2 The transmitters and antennae itemized under No.3 in Annex B to the Agreement may be insured against damage inflicted by third parties, by fire, water, or storm, and against other damage caused by the weather, subject to prior approval of 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 Association accounts, give securities of 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. Also, goods or services rendered to third parties shall be charged at economic costs. The Director may suggest exceptional provisions for the Council to decide.

19. Personnel Administration

19.1 Employment contracts to be concluded with the Director, the Assistant Directors, and the Business Manager shall be subject to approval of the Council and shall be signed by the Chairman of the Council.

19.2 All other employment contracts to be concluded in keeping with Art.9 par.4 of the Statutes and in accordance with the approved staff schedule shall, with regard to their provisions, be governed by the regulations for comparable government employees effective at the place of employment. Any additional salaries or allowances shall be subject to approval of the Council.

20. Removal allowances

20.1 In the case of the first appointment of EISCAT employees the following allowances shall be paid:
travel and subsistence costs shall be met for the employee and immediate family at the same rates as for EISCAT staff at Kiruna;
removal costs shall be met for furniture and personal effects, including one car. Unavoidable import taxes and duties on such furniture and personal effects will be reimbursed;

a contribution, where appropriate, shall be made to school fees in an amount not in excess of 800 SKR per month per child, depending upon school grade (e.g., elementary school, secondary school, university), during the time when the child attends school outside the Nordic countries;

in the case of non-Nordic employees only, a single disturbance allowance between 20% and 30% of a year's salary shall be paid, related to family circumstances and payable, if desired, in the country of departure before taking up the appointment;

in the case of non-Nordic employees only, an annually recurring expatriation allowance between 7% and 11% of the salary shall be paid related to family circumstances.

20.2 In the case of transfers between EISCAT locations, EISCAT will follow the general pattern and levels of payment applicable to Scandinavian government employees at comparable salary and responsibility levels.

20.3 For final return removal, subparagraphs 1 and 2 of Art.20.1 above are applicable within a comparable distance of the original removal to join EISCAT and only available after the initial period of the contract has been completed.

20.4 Pro rata temporis refunding of costs mentioned in subparagraphs 1 and 2 of Art.20.1 will be required in the event of termination of the contract within two years after appointment.

21. Reimbursement of Travel Expenses

21.1 Members of EISCAT Committees travelling on EISCAT business shall be supported by the Association, according to the provisions of Articles 4(6) and 10(7) of the STATUTES and of paragraph 6 of the RULES OF PROCEDURE of the AFC.

The Chairman of the Council of the SAC and of AFC and the director shall have authority to decide when travel expenses of persons other than members of EISCAT committees travelling on EISCAT business shall be chargeable to EISCAT. Their names must be notified in writing to the Business Manager.

21.2 Persons traveling on EISCAT business under article 21.1 shall be entitled - if they represent one of the Associates - to follow the rules of that Associate. The Associate shall invoice EISCAT for refunding at least twice a year.

With the agreement of the respective Associate(s) it will also be possible for prepaid travel tickets to be obtained from the Business Manager and to have subsistence expenses paid directly by EISCAT, at levels of reimbursement normally paid to employees of the respective Associate(s).

21.3 EISCAT Staff reimbursement will follow the general pattern and levels of payment applicable to Scandinavian Government employees at comparable Salary and responsibility levels.

22. Use of motor Vehicles

22.1 EISCAT vehicles may be acquired and operated only in the event of urgent demand. Records shall be kept of all official journeys.

22.2 The use of EISCAT vehicles may be authorized for private journeys only for adequate consideration and under the condition that any such private journey is serving the interest of the Association. Journeys between the place of residence and the place of work shall also be regarded as private journeys.

22.3 Private motor vehicles may be used for official purposes only if an EISCAT vehicle is not available and if the use of private motor vehicles is economical. Expenses shall be reimbursed according to the regulations for the reimbursement of travel expenses (Art.21).

23. Industrial Property Rights

23.1 EISCAT is entitled to take over all or part of the industrial property rights of the employee concerning any patentable invention made by the employee according to the Swedish Employees Inventions ACT of 18.6.1949 (No.345).

23.2 After having made an invention which could lead to industrial property rights the employee concerned shall immediately inform the Director.

23.3 The Director shall immediately inform the chairman of the Council who shall take the necessary steps to obtain the Council's decision with regard to the invention according to Art.4 par.3(o) of the Association's statutes.

24. Gifts

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

Internal Regulations for the Administration

25. Form of Commitments

Any commitment exceeding 2,000 SKR must be laid down in writing i.e., in the form of a contract, purchase order or letter.

26. Verification of Invoices

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

26.2 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 and that payment has not previously been made. Any further checking that might appear necessary will have to be carried out.

27. Payments

Payments are only made upon authorizations (payment vouchers) certifying that the invoices or other claims have been checked according to Art.26 and that the expenditure conforms with the budget. Payments shall be effected by means of bank transfers, bank or giro cheques. Cash payment shall be kept to a minimum.

28. Signatures

28.1 The Director is authorized to sign contracts provided that where it is required he has the prior approval of the Council. With regard to contracts implementing the appropriations of the budget and not exceeding 400,000 SKR., the director may delegate in writing his power mentioned above to the Business Manager or one of the Assistant Directors.

28.2 Bank transfer orders, withdrawals of funds from bank accounts, bank cheques or postal cheques require the joint signatures of any two of the following: (i) Council Chairman, Vice-Chairman, designated Council Members, (ii) Director, Business Manager and the Assistant Directors, (iii) any other HQ staff member nominated by the Director and endorsed by the AFC Chairman. Up to an amount of 50,000 SKR, the signature of only one of the people named above would be needed. In case of withdrawals from a bank account of the special kind referred to in par.4 of the "Principles for

the Call-up of Contributions" (i.e. in which an associate has deposited his funds prior to their call-up by EISCAT), one signature must be that of an authorised representative of the Associate who holds his money in this bank account, and the other signature that of the Director or the Business Manager. The first cheque on every contract exceeding 2,000,000 SKR shall be signed by one member from each of groups (i) and (ii) above.

28.3 Payment vouchers exceeding 50,000 SKR. shall be signed by the Director or by the Business Manager. Other payment vouchers may be signed by officers of the staff authorized in writing by the Director.

The verification of invoices and other documents as referred to in Art.26 shall be signed by the officer concerned with the matter for which the payment is due. Where possible, authorizations and verifications should be signed by different persons. The Director shall set up detailed internal regulations and communicate them to the AFC for discussion.

Accounting

29. Annual Account

29.1 The director shall prepare annually a balance sheet as well as a statement of operating account giving a complete survey of all income and expenditure of the Association and commitments in comparison with the budget. In addition, the annual account shall comprise a table indicating the financial situation of the Association and the implementation of the budget.

29.2 The annual account shall comprise a table showing the accumulated contributions actually received from each Associate beginning with the establishment of the Association.

29.3 The provisional annual account shall be submitted to the AFC by the 1st of March of the following year. The final annual account and the annual report of the Director shall be submitted to the AFC in due time before the Council's autumn meeting.

29.4 The Council shall first adopt the annual account and note the audit report before the Director will be deemed to have discharged his financial stewardship for the accounting year in question.

30. Accounting system

30.1 The Director shall ensure that accounting books and records are kept accurately and completely. He shall communicate his suggestions concerning the schedule of accounts and the accounting system to the AFC for discussion.

30.2 Non-consumable goods and property acquired as an in kind contribution, of an Associate, shall be included at cost. The infrastructure of the Stations, as referred to in Appendix B par.2 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 trust liabilities.

30.3 The rate of depreciation for wear and tear on investments shall relate to the expected economic and physical life of buildings and equipment. General principles of depreciation require the approval of the Council.

30.4 Inventories of non-consumable items held shall be kept, as shall records of receipt and movement of all supplies received.

Audit

31. Auditor(s)

The accounts shall be audited by auditor(s) appointed by the Council under the provisions of Art.9 of the Agreement. The Council may at any time direct the auditor(s) to make an extraordinary audit.

32. Assignment of the Auditor(s)

The auditor(s) shall examine the annual accounts and certify that the annual accounts are in accordance with the books and records of the Association;
that the financial transactions recorded in the accounts are in accordance with the budgetary provisions, the Financial Rules and other applicable directives;
that the securities and funds on deposit and in hand have been verified by certificate received directly from the depositories, or by actual audit;

that the assets and funds of the Association have been used according to the principles of economy and sound financial administration.

33. Audit Procedure

33.1 The auditor(s), in addition to certifying the accounts, shall make such observations as they deem necessary with respect to the methods of accounting and, in general, the financial consequences of administrative practices. The auditor(s) shall verify by spot checks the reliability of the internal control and may make such reports with respect thereto as they deem necessary to the Council, to the AFC or to the Director. The auditor(s) shall have free access at any time to all books of account and records which they deem necessary to carry out the audit.

33.2 Audit objections to any item in the accounts shall be immediately communicated to the Director. In no case shall the auditor(s) include criticism in the report without first affording the Director an opportunity to explain the various points under observation.

34. Audit Report

34.1 The auditor(s) shall prepare a report which will have to include the extent and character of their examination, the observations made and the defects revealed by the audit with respect to a proper financial management and certify the correctness of the financial statements in an appropriate way.

35. Final Provisions

The present Financial Rules shall become effective on the date of their approval by the Council, in accordance with Art.4 par.3 of the Statutes.

SAMPLE FOR AN EISCAT BUDGET

EISCAT SCIENTIFIC ASSOCIATION

1 9 7 8

B U D G E T

| | | |
|---------|---------|--------------------------------|
| Pages 1 | A-B-C | Recurrent operating |
| 2 | A-B-C-D | Capital operating |
| 3 | A-B-C-D | Investment programme |
| 4 | | Staff complement plan |
| 5 | | Table of budget contributions |
| 6 | | Planned call up of funds |
| 7 | | Summarized budgets and call up |
| 8 | | Evolution of indexes value |
| 9 | | Evolution of the budgets |
| | | with 5 years forecast |
| 10 | | Forecast contributions |
| 11-15 | | Explanations and Notes. |

BUDGET SUB-HEADINGS (minimum list)

Recurrent chapter:

- INCOME
 - contributions by each Associate
 - other income
- EXPENDITURE
 - expenses of Council and Committees
 - salaries
 - Headquarters operation
 - site operation: Tromsø
 - Kiruna
 - Sodankylä

Capital operating chapter:

- INCOME
 - as for the Recurrent Chapter
- EXPENDITURE
 - inventory items, by categories

Investment chapter:

- INCOME
 - as for the Recurrent chapter
- EXPENDITURE
 - transmitters
 - antenna systems
 - other major capital items

Adopted by the Council, 28 April 1976

PRINCIPLES FOR THE CALL-UP OF CONTRIBUTIONS

In accordance with Article II, Paragraphs 4 and 5 of the Agreement, the capital and recurrent operating budget of the Association shall be established in Swedish Crowns. The contributions of the Associates shall be called up in Swedish Crowns.

The Association will, however, need to make payments in currencies other than Swedish Crowns. To simplify the necessary transfer of money between the Associates and the Association and to reduce the losses caused by exchange procedures, the AFC proposes the following regulations for the call-up of contributions. These regulations will be submitted to the Council for approval.

1. The Associates shall provide their contributions according to the annual capital and recurrent operating budget approved by the Council.
2. The contributions to the capital and recurrent operating budget may be paid at any time but they must be paid sufficiently in advance to meet the needs of the Association, in accordance with a call-up schedule established by the Association.
3. The contributions shall be called up in Swedish Crowns. The Association may require contributions to be paid in currencies other than Swedish Crowns into bank accounts opened by the Association in countries other than Sweden if, for transactions, this is necessary. Contributions paid by the Associates, in accordance with the call-up schedule, in currencies other than Swedish Crowns shall be credited according to the medium rate of exchange of the Stockholm currency exchange valid on the day of payment.
4. At the request of one of the Associates and in order to allow for deposits of funds to be made in advance of when the contributions are called up by the Association, the Association shall open a special account in the country

of this Associate. Contributions called up from such accounts shall be credited in accordance with the provisions of paragraph 3. Interest accruing on such accounts shall be credited to the Associate which made the deposit; administrative charges shall be borne by this Associate.

Adopted by the Council
28 April 1976
Revised 4/5 November 1982

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, particularly when the period of the contract is less than 6 months. If it is necessary to agree price variation clauses then any such clauses shall provide for increases or decreases and shall be linked to the movement of appropriate Government indices. Furthermore, if possible, a fixed price element shall be included in the contract of not less than 15%. Cost plus contracts shall be avoided if possible.
3. The Contract shall normally be awarded, following a competitive exercise, to the firm offering the lowest price complying with the specifications and delivery requirements.

COMPETITIVE OFFERS

4. Before placing a contract the Association shall normally invite competitive offers. The call for competitive offers shall normally be made throughout the countries of the Associates but may be restricted to three or, in extreme cases, two firms in cases where the special nature of the equipment, supplies or services to be purchased limits the capacity to provide them to a few firms. The call for competitive offers may be extended to firms whose production capacity is located outside the countries of the Associates if it is likely that the offer from these firms will be significantly more cost

effective than those from firms whose production capacity is located in the countries of the Associates.

5. The invitation for competitive offers shall normally include the following:
- a. a specification of the requirements;
 - b. instructions concerning 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. in cases where such information is not available to the Association a request that firms submit all necessary professional, financial and legal status of the firm;
 - f. a statement that the invitation does not commit the Association in any way.

REPEAT TENDERING

6. If, following a competitive offer exercise, no adequate offers have been received, the invitation for competitive offers shall normally be repeated. This procedure may in exceptional cases be waived if:
- a. a number of offers can be made acceptable through minor changes resulting from direct negotiations. In such cases the principles of equity must be preserved;
 - b. it is clear that only one firm can, following direct negotiation, amend its offer in such a way that an acceptable offer will result. In such cases the provisions of paragraph 7 and 8 shall apply.

SINGLE TENDER ACTION

7. The call for competitive tender offers may be replaced by single tenders:
- a. if only one firm is capable of complying with the necessary specifications for the special equipment, supplies or services required;
 - b. in cases of extreme urgency resulting from unforeseeable events or from unexpected changes of requirements

which affect substantially the Association's activities;

c. where contracts for additional or supplementary equipment, supplies or services cannot, for technical or scientific reasons, be separated from a contract previously placed.

8. If, following a single tender action, a contract in excess of 20,000 SKR is placed then the contract file shall include a justification for the procedure followed and the Director shall report the actions taken on such contracts to the AFC at the earliest opportunity.

CONTRACTS OVER 400,000 SKR

9. For all cases where the estimated value of the contract exceeds 400,000 SKR the following procedures shall apply:
- a. the Director shall inform the Council, the SAC and the AFC as far as possible in advance that he intends to issue a call for competitive offers;
 - b. The Director, with the assistance of the SAC, shall prepare the documents to be issued. These documents shall be referred to the AFC together with:
 - (i) a list of the firms to whom it is proposed to issue the call for competitive offers;
 - (ii) the estimated value of the contract;
 - (iii) an introductory report from the SAC;
 - c. the Associates may suggest changes to the list of firms and an agreed "short list" shall be drawn up;
 - d. the AFC shall give its comments and recommendations with regard to all the documents;
 - e. the Director shall invite each of the chosen firms to submit an offer;
 - f. as soon as possible after the closing date but not later than 8 days after this date, the Director, in the presence of either the Business Manager or the Assistant Director (Science) or the Assistant Director (Technical), shall open the offers. For contracts in excess of 2,000,000 SKR a member of the Council nominated by the Chairman of the Council or, if this is not possible, a member of the AFC nominated by the Chairman of the AFC shall also be present;

- g. minutes of the opening procedure shall be drawn up; which minutes shall include a statement as to whether each offer complies with the conditions of offer;
- h. the Director shall, within 7 days of opening the offers, supply copies of the technical part of each offer to the SAC and copies of the commercial part of each offer to the AFC;
- i. the SAC shall evaluate the offers from a technical point of view and shall make a recommendation to the Director;
- j. the AFC shall evaluate the offers from a commercial point of view and shall make a recommendation to the Director;
- k. if the recommendations of the AFC and SAC are in conflict the Director shall consult both bodies with a view to reconciling the differences. If no agreement can be reached the Director shall refer the matter to the Council for decision;
- l. the Director, having received the recommendations of the AFC and the SAC, shall, taking account of the provisions of paragraph 3, negotiate a draft contract with the chosen firm. The AFC shall assist the Director in the contract negotiations to the extent that this is necessary;
- m. the Director shall submit the draft contract to the AFC who shall either consider whether it is prepared to authorise the Director to sign the contract or make a recommendation to the Council, according to the provisions of paragraph 15;
- n. the Council shall consider whether it is prepared to authorise the Director to sign contracts which the AFC has referred to it for decision.

CONTRACTS BETWEEN 100,000 SKR and 400,000 SKR

- 10. For contracts between 100,000 SKR and 400,000 SKR the provisions of paragraphs 1 to 8 shall be fully applicable. The Director shall have the authority to sign such contracts, except those which have to be referred to the AFC under the provisions of paragraph 14.

11. For those cases which have to be referred to the AFC the Director shall prepare and send a summary of all essential information concerning the contracts and his recommendations, together with the report from the SAC. The AFC shall consider these papers and as quickly as possible shall decide whether to authorise the Director to sign the contract.

CONTRACTS BETWEEN 5,000 SKR and 100,000 SKR

12. For all contracts between 5,000 SKR and 100,000 SKR the procedures set out in sentences 2 and 3 of paragraph 4 and in paragraph 5 may be waived. In such cases the Director may use a simplified tender procedure to ascertain the prices and the most cost effective method of purchase. In these cases the contract file shall include a statement about the chosen procedure and a justification of the offer accepted.

CONTRACTS OF LESS THAN 5,000 SKR

13. The Director shall have the authority to negotiate and place all contracts of less than 5,000 SKR without any special terms and conditions of contract.

REFERENCE TO AFC

14. Proposals to place contracts shall be referred to the AFC:
- a. if, following a competitive offer exercise, it is proposed to place a contract in excess of 400,000 SKR;
 - b. if, following a single tender action, it is proposed to place a contract in excess of 200,000 SKR;
 - c. if it is proposed to place a contract in excess of 100,000 SKR with a firm whose production facilities are located outside the countries of the Associates;
 - d. if it is proposed to place a contract with a firm whose offer is submitted in accordance with paragraph 5 and is not the lowest satisfactory offer. If the lowest satisfactory offer is not the offer with lowest price then the contract file shall include a justification and the Director shall refer to this contract to his report mentioned in paragraph 16;

- e. if the contract is a rider to a previous contract submitted to the AFC and the value of the rider, together with the value of any previous riders, exceeds 10% of the original contract value or 100,000 SKR, whichever is lesser;
 - f. if the contract is a rider to a previous contract not submitted to the AFC where either the value of the rider exceeds 100,000 SKR or the total value (rider + original contract + any previous riders) exceeds 400,000 SKR (competitive offer) 200,000 SKR (single tender action) or 100,000 SKR (outside the countries of the Associates);
 - g. if the contract relates to a preliminary or other stage of important activities entailing further contracts likely to exceed 400,000 SKR (competitive offer) 200,000 SKR (single tender action) or 100,000 SKR (outside the countries of the Associates) and is recommended for placing in a way which may condition the placing of further contracts.
15. The AFC may decide on all such contracts which have been referred to it, except where the total value is in excess of 1,000,000 SKR which shall require the approval of the Council.

RETURNS

16. The Director shall submit to the AFC at least twice a year a report listing all contracts exceeding 10,000 SKR placed by the Association. The report shall include all contracts concerning the "in kind" contributions of the Nordic countries in excess of 10,000 SKR.
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Fabricii Tryckeri Eftr. AB Kiruna 1984