

EISCAT Scientific Association

Governing

Rules and Procedures

March, 1997

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The Agreement and the Statutes are available in the English and the French language, each text being equally authentic.

Copies of the French versions are available at EISCAT Headquarters

AGREEMENT

[Amended 1 April 1996]

between

Centre National de la Recherche Scientifique (*France*),
Max-Planck-Gesellschaft (Federal Republic of Germany),
Naturvetenskapliga forskningsrådet (*Sweden*),
Norges forskningsråd (*Norway*),
Particle Physics and Astronomy Research Council (*United
Kingdom of Great Britain and Northern Ireland*),
Suomen Akatemia (*Finland*)
and from 1 April 1996 National Institute of Polar Research (*Japan*)

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

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

Having regard to the necessity of possessing facilities at the highest standard meeting the requirements of research workers in this field,

Having regard to the basic scientific value of the study of high latitude regions and the considerable possibilities of radar techniques for studies of the atmosphere and ionosphere,

Having regard to the specially favourable geographical position of the countries of Northern Europe, and the existence in these countries of observatories suitable for studies of solar-terrestrial physics,

Having regard to the value of international cooperation when large scale facilities are needed for scientific use,

The Centre National de la Recherche Scientifique of France, the Max-Planck-Gesellschaft of the Federal Republic of Germany, the Naturvetenskapliga forskningsrådet of Sweden, the Norges forskningsråd of Norway, the Particle Physics and Astronomy Research Council of the United Kingdom of Great Britain and Northern Ireland, and the Suomen Akatemia of Finland have reached agreement on the following provisions:

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

1.1 The Centre National de la Recherche Scientifique, the Max-Planck-Gesellschaft, the Naturvetenskapliga forskningsrådet, the Norges forskningsråd, the Particle Physics and Astronomy Research Council, and the Suomen Akatemia have established an educational and scientific association with the view to the development and operation of radar facilities in high latitudes, comprising so far a system of stations at Tromsø (Norway), Kiruna (Sweden), Sodankylä (Finland), and Longyearbyen (Svalbard), called the "EISCAT Scientific Association" (hereinafter referred to as the "Association"). In addition to the six Associates, the National Institute of Polar Research joins the Association on 1 April 1996 as the seventh Associate.

1.2 The seat of the Association is located in Kiruna.

1.3 The Association is established as a "stiftelse", a non-profit-making foundation governed by Swedish law, by the provisions of this Agreement and by the Statutes. The Association is not under supervision according to the law (No. 116) of 1929. Swedish law governs this Agreement.

1.4 The Statutes of the Association shall be adopted by unanimous decision of the *Council*. 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 is to make significant progress in the understanding of physical processes in the high latitude atmosphere by means of experimental programmes, which may be carried out as part of wider international projects, including:

- programmes common to the Associates,
- special programmes carried out by each of the Associates,
- special 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 special programme.

2.3 The technical specifications, the financial provisions and the observing time of the system are set out in the Appendix, which forms part of this Agreement.

2.4 It is the aim of the Associates that scientific work of the highest class is carried out at the facilities for the duration of their existence. The Associates will use their best endeavors to enable the facilities to be maintained and developed to continue to meet this objective.

3. Organs

The organs of the Association are the Council and the Director. The Council is assisted by a Scientific Advisory Committee and an Administrative and Finance Committee. If necessary, other committees may be established by the Council by unanimous decision.

3.1 Council

3.1.1 The Council is made up of Delegations consisting of up to three delegates appointed by each Associate. Each Delegation has one vote.

3.1.2 The Council is responsible for the general direction of the Association.

3.1.3 The Council is responsible for the use made of the Association's funds.

3.1.4 The Council appoints a senior management team.

3.1.5 The Council shall elect a Chairperson for a period of two years and shall appoint the Director.

3.2 Director

3.2.1 The facilities of the Association, their development and operation are managed by a Director appointed for a given period by a two-thirds majority of the Council. The appointment of the Director may be terminated by the same majority.

3.2.2 The Director will establish a management structure to be approved by Council.

3.2.3 The power, appointment and responsibilities of the Director are defined in the Statutes.

3.3 Scientific Advisory Committee

3.3.1 The Scientific Advisory Committee shall consist of one member appointed by each Associate and not more than *two* additional members selected and appointed by the Council from the international scientific community.

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. The Scientific Advisory Committee shall review the scientific achievements of the Association and provide a long term outlook on scientific developments in the field.

3.4 Administrative and Finance Committee

3.4.1 The Administrative and Finance Committee shall consist of one member appointed by each Associate.

3.4.2 The Administrative and Finance Committee shall advise the Council on the administrative and financial activities of the Association in accordance with the provisions of the Statutes.

4. Investment Budget and Contributions

4.1 The Association's infra-structure and facilities at Tromsø, Kiruna and Sodankylä and the contributions to their construction and operation are specified in Part 1 of the Appendix.

4.2 The Association's infrastructure and facilities in Longyearbyen shall be provided by the Associates as specified in the Appendix, Part 2a (technical specifications), and Part 2b (estimated costs and financial provisions).

4.3 The financial provisions by NIPR for the expansion and evolution of EISCAT are specified in the Appendix, Part 3.

4.4 If the specification of any item covered by this Article cannot be met from within the sums referred to in the Appendix, the Council shall decide how to proceed.

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

5. Operating Contributions

5.1 During the initial construction and commissioning phase of the EISCAT site in Longyearbyen (ending on 31 December 1996) the operating costs of the EISCAT sites in Tromsø, Kiruna and Sodankylä shall be provided by the Associates in Swedish Crowns in the following proportions:

Centre National de la Recherche Scientifique	25 %
Max-Planck-Gesellschaft	25 %
Naturvetenskapliga forskningsrådet	10 %
Norges forskningsråd	10 %
Particle Physics and Astronomy Research Council	25 %
Suomen Akatemia	5 %

Part of these resources may also be used for the development of the Longyearbyen site.

5.2 Starting 1 January 1997 with the operating phase of the Longyearbyen site, the Associates will contribute to the running costs by maintaining their current participation (in 1993 value cash terms of 25.6 MSEK, indexed by EISCAT procedures) in the EISCAT operating budget, plus any increases they may wish to provide. Scientific priorities and operational requirements have to be adjusted according to the available funding.

With the joining of NIPR, the above mentioned running cost will be 27.53 MSEK and the proportions will be the following:

Centre National de la Recherche Scientifique	23.25 %
Max-Planck-Gesellschaft	23.25 %
National Institute of Polar Research	7.00 %
Naturvetenskapliga forskningsrådet	9.30 %
Norges forskningsråd	9.30 %
Particle Physics and Astronomy Research Council	23.25 %
Suomen Akatemia	4.65 %

5.3 The operating budget shall include the funds required for the operation of the facilities and for the payment of the personnel working for the Association as well as for the meetings of the Council and its Committees and the travel and subsistence expenses for two Council delegates and one SAC and one AFC member from each Associate for each meeting, according to rules agreed by the Council. The operating budget will not include the travel and subsistence expenses required for members of the Japanese delegations in Council and Committee meetings since NIPR will pay for this themselves.

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

6. Observing Time

6.1 Up to 31 December 1996 the Associates shall be entitled to shares of the special programme time on the EISCAT facilities in proportion to their contributions laid down in Article 5.1.

6.2 From 1 January 1997 Associates shall be entitled to shares of the special programme time on the EISCAT facilities which take account of their contributions to the capital and operating costs of the facilities, according to the formula in Part 4 of the Appendix.

6.3 In the development phase of the ESR any data collected with the ESR will be Common Programme data available only to the Associates.

7. Exemption from Duties and Taxes

7.1 The Naturvetenskapliga forskningsrådet, Norges forskningsråd and the Suomen Akatemia shall endeavor to obtain exemption from or refund of customs duties and taxes on imports for the Association, to be used for activities falling within the scope of this Agreement.

7.2 These three Associates shall also endeavor to obtain exemption from or a refund of internal duties and taxes.

8. Balance of Appropriations

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

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

8.3 However, the balance referred to in paragraph 2 of this Article may be carried forward to subsequent financial years by unanimous decision of the Council.

9. Financial Year and Accounting Unit

9.1 The financial year shall correspond to the calendar year.

9.2 The accounting unit of the Association shall be the Swedish Crown, hereinafter referred to as SEK. This may be changed by unanimous agreement of the Associates.

10. Auditing

10.1 The Council shall each year appoint one or more authorized 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.

11. Amendments

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

11.2 The Council may, by unanimous decision, amend the Appendix to this Agreement, provided that such amendments do not conflict with the Articles of this Agreement.

12. Failure to Fulfill Obligations

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

13. Disputes

13.1 The Associates shall endeavor, as far as possible, to settle by agreement any dispute which may arise in the interpretation or application of this Agreement.

13.2 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 13.3 of this Article, for decision.

13.3 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 13.2 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 Chairperson 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 Organization to make the appointments not yet made.

13.4 The Committee of Arbitration shall take decisions by a simple majority. In the event of an equal number of votes being cast, the Chairperson 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 Chairperson of the Committee and any other expenses, unless the Committee decides otherwise. The Committee shall determine its other rules of procedure.

13.5 The Committee shall send a certified copy of its award to each of the Associates and the parties to the dispute agree to accept its decisions.

14. Admittance of new Associates

14.1 Other Associates may be admitted to the Association under conditions that shall be agreed by unanimous decision of the Associates.

15. Duration of the Agreement

15.1 This Agreement remains in force until 31 December 2006.

15.2 After this date this Agreement remains in force from year to year unless any 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 continue in existence if the other Associates pay an indemnity, to the Associate wishing to withdraw, which shall be determined by agreement. Such indemnity will not be greater than the rights possessed by the withdrawing Associate in the current book value of the assets of the Association. Such rights shall be in proportion to the Associate's contribution to the capital and recurrent budget of the Association as defined by the formula for apportioning observing time (Part 4 of the Appendix). A withdrawing Associate shall retain all its rights and obligations up to the date of its withdrawal.

15.3 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 up to the date of dissolution. With the exception of the NIPR contribution 1996, In-kind contributions will be regarded as first call.

15.4 With a view to the liquidation of the Association's assets the Associates shall lay down the method of liquidation and shall appoint one or more liquidators whose powers they shall define.

15.5 Should an Associate hosting a site withdraw from the Association, it is obliged to ensure that the site shall continue to be available to the Association on reasonable terms to be agreed.

16. Property of the Association

16.1 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 unanimously by the Council at the time the contribution is accepted or as is specified in the Appendix.

16.2 Except as provided under Article 15 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. In kind contributions are regarded as assets of the Association.

This original Agreement was opened for signature on the 1 January 1995 in the English and French language, each text being equally authentic.

This amended Agreement is opened for signature on the 20 May 1996 in the English and French language, each text being equally authentic.

Centre National de la Recherche Scientifique

Date 20 NOV, 1996



Jean-François MINSTER

Max-Planck-Gesellschaft

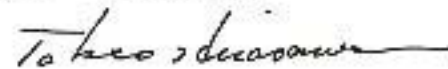
Date



20/11/96

National Institute of Polar Research

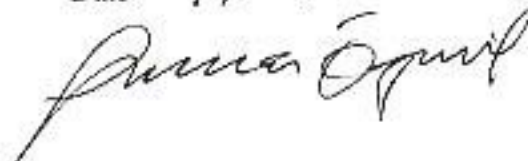
Date 14 JAN, 1997



Prof. T. HIRASAWA

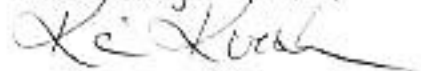
Naturvetenskapliga forskningsrådet

Date 97-01-20



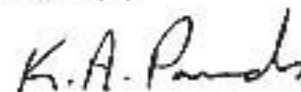
Norges forskningsråd

Date 30. JAN / 1997



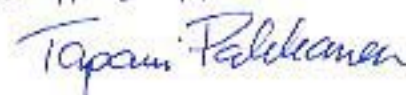
Particle Physics and Astronomy Research Council

Date 21-2-97



Suomen Akatemia

Date 11-3-97



The EISCAT facilities in Kiruna, Sodankylä and Tromsø

The EISCAT Kiruna-Sodankylä-Tromsø sites and Headquarters (EISCAT KST)

(a) Technical Specifications

1.1 Kiruna Radar Receiving Site:

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

The antenna is a fully steerable 32 m parabolic dish antenna. The receivers and analog-digital-converters include 8 channels. The data are preprocessed in correlators, displayed and analyzed in real-time and dumped on permanent mass storage media. The whole radar system is controlled by computers, and can be remotely commanded from the other radar sites.

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

1.2 Sodankylä Radar Receiving Site:

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

The antenna is a fully steerable 32 m parabolic dish antenna. The receivers and analog-digital-converters include 8 channels. The data are preprocessed in correlators, displayed and analyzed in real-time and dumped on permanent mass storage media. The whole radar system is controlled by computers, and can be remotely commanded from the other radar sites.

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

1.3 Tromsø Radar Division:

The Tromsø Radar Division is located at Ramfjordmoen near Tromsø, Norway.

The UHF radar operates in the 930 MHz band with transmitter peak power 1.5 MW, 12.5 % duty cycle and 1 μ s - 10 ms pulse length with frequency and phase modulation capability. The antenna is a 32 m mechanically fully steerable parabolic dish used for transmission and reception.

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

For both, the UHF radar and the VHF radar, the receivers and analog-digital-converters consist of 8 channels. The data are preprocessed in correlators, displayed and analyzed in real-time and dumped on permanent mass storage media. The whole radar system is controlled by computers, and the sites in Tromsø, Kiruna and Sodankylä are interconnected by data communication links.

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

The radar operations buildings (in-kind contribution by Norway) belong to the University in Tromsø. The land is rented via a contract with the University in Tromsø.

1.4 Tromsø Heating Division:

The Tromsø Heating facility is located at Ramfjordmoen close to the Tromsø radar facility.

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

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

The land is rented via a contract with the University in Tromsø.

1.5 EISCAT Headquarters:

The EISCAT Headquarters is located in Kiruna, Sweden.

The inventory belongs to EISCAT. The offices are rented from the Swedish Institute of Space Physics (Institutet för rymdfysik).

(b) Accumulated Contributions

- (b1) The accumulated funds (value at cost), invested for the EISCAT Tromsø, Kiruna and Sodankylä sites and Headquarters by the six EISCAT Associates are as presented in the accounts as of 31 December 1992:

Capital investment:	121 231 641.40	SEK
<u>In kind:</u>	<u>25 123 200.00</u>	<u>SEK</u>
Total funds invested:	146 354 841.49	SEK
<u>Depreciation:</u>	<u>85 796 568.75</u>	<u>SEK</u>
Net book value of capital investment and in kind contribution:	60 558 272.74	SEK

- (b2) Accumulated contributions for recurrent operations:

Centre National de la Recherche Scientifique	48 516 300.00	SEK
Max-Planck-Gesellschaft	48,516 300.00	SEK
Naturvetenskapliga forskningsrådet	19 407 100.00	SEK
Norges forskningsråd	19 407 100.00	SEK
Particle Physics and Astronomy Research Council ¹⁾	48 516 300.00	SEK
<u>Suomen Akatemia</u>	<u>9 703 100.00</u>	<u>SEK</u>
Total accumulated contributions for recurrent operation:	196 335 000.00	SEK

1) The Science and Engineering Research Council of the United Kingdom of Great Britain and Northern Ireland has been replaced by the Particle Physics and Astronomy Research Council since 1 April 1994

**Facilities at Longyearbyen
The EISCAT Svalbard Radar (ESR)**

(a) Technical Specifications

The EISCAT Svalbard Radar will operate in the 500 MHz band with a transmitter peak power of 500 kW, 25 % duty cycle and 1 μ s - 2 ms pulse length with frequency and phase modulation capability. The antenna will be a 32 m mechanically fully steerable parabolic dish antenna. The receivers will be multi-channel devices. The data will be preprocessed on-line, and analyzed in real-time. The whole system will be computer-controlled. Remote control and monitoring is envisaged.

The design will provide for an increase in transmitter power to 2 MW and for the addition of more antennas in later phases.

The radar site is near Longyearbyen on Spitsbergen, Svalbard.

The land of the radar site is provided by the Store Norske Kulkompani. The building will belong to EISCAT.

(b) Estimated Costs and Financial Provisions

Total costs for the construction of the initial phase up to 31 December 1996
(value of 11 November 1992):

Capital investment:	74 000 000.00	SEK
Recurrent costs:	38 710 000.00	SEK
<u>Contingency:</u>	<u>10 000 000.00</u>	<u>SEK</u>
Total costs for construction:	122 710 000.00	SEK

These costs will be carried by the EISCAT Associates, who will pay their contributions in their national currencies, which will be accounted in Swedish Crowns:

Centre National de la Recherche Scientifique	10.000	MFRF
Max-Planck-Gesellschaft	1.000	MDEM
Max-Planck-Gesellschaft	2.400	MNOK
Naturvetenskapliga forskningsrådet	20.040	MSEK
Norges forskningsråd	40.000	MNOK
Particle Physics and Astronomy Research Council	2.120	MGBP
Suomen Akatemia	7.000	MFIM
Suomen Akatemia in-kind	1.000	MFIM
All Associates (deployment from EISCAT budgets 1992-1996, value 31 Dec.1992)	21.080	MSEK
The costs for the operation of the ESR are estimated p.a. (1993 value budget)	6.200	MSEK

The operation of the initial phase is assumed to begin on 1 January 1997.

Financial Provisions by National Institute of Polar Research

NIPR provides the following investment funds to be
used for the expansion and evolution of EISCAT 680.000 MJPY

Total Observing Time

(a) Envisaged total operating hours p.a.:

2500 hours per year for all the four sites

(b) Formula for Associates' shares of special programme time:

The time shares on the extended (EISCAT and ESR) facilities will be determined according to the following formula, which represents the ratio of the contributions by a single Associate and the contributions by all Associates:

$$T = \frac{A + B + 10 \times C + 10 \times (D + E) - F - G}{\Sigma (A + B + 10 \times C + 10 \times (D + E) - F - G)}$$

Where:

- T = Individual Associate's share of special programme time on the combined (EISCAT + ESR) facility
- A = Contribution of an Associate to the ESR construction
- B = Contribution of an Associate to past EISCAT capital investment
- C = Contribution of an Associate to the current EISCAT capital operating budget per annum
- D = Contribution of an Associate to the current EISCAT recurrent budget per annum
- E = Additional contribution of an Associate to the operating budget of the ESR during the ESR operating phase per annum
- F = Element of Associate's contribution considered a host contribution
- G = Element of new Associate's contribution considered a joining fee
- Σ = Sum of the contributions from all Associates

Inclusion of the EISCAT Svalbard Radard into the Total Operation

Calculation of Time Shares (effective 1 January 1997)

Contributions in MSEK
(Assuming 10 years operation)

	CNRS	MPG	NFR	NIPR	PPARC	RCN	SA	Total	Notes
A ESR contributions	14.00	7.19	20.00	41.89	24.96	43.68	11.01	162.73	*1*
B EISCAT cap. inv.	38.59	38.59	16.40		38.59	16.40	8.20	152.76	*2*
C EISCAT cap. oper.	0.33	0.33	0.13	0.10	0.33	0.13	0.07	1.44	*3*
D EISCAT recurrent	6.45	6.45	2.58	1.94	6.45	2.58	1.29	27.76	*3*
E ESR operat. new									
<hr/>									
F Host contribution						24.22			
G New Associate (Other)				16.03					
<hr/>									
Ownership Shares:									
Total Investment									
A+B+10*C-F-G	55.93	49.12	37.73	26.87	66.89	37.19	19.88	293.62	
Percentage	19.05%	16.73%	12.85%	9.15%	22.78%	12.67%	6.77%		
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Shares of Operating Costs:									
Contributions									
D+E	6.45	6.45	2.58	1.94	6.45	2.58	1.29	27.76	
Percentage	23.25%	23.25%	9.30%	7.00%	23.25%	9.30%	4.65%		
<hr/>									
Contributions and Time Shares:									
A+B+10*C+10*(D+E)-F-G									
	120.48	113.67	63.55	46.30	131.44	63.01	32.79	571.22	
T Time Share									
Percentage	21.09%	19.90%	11.13%	8.11%	23.01%	11.03%	5.74%		
<hr/>									

Notes:

1 1995 Accounts - EISCAT Contributions (C 5) + Received Contribution 1996.

2 1995 Accounts - EISCAT Contributions (C 5), (In-Kind + Pool + Cap. Op.) + Cap. Op 1996.

3 1997 revised (Sept. 1996) Budget Proposal - Volume Contribution

Time Share

According to the funding provisions on 30 June 1993, the approximate proportions of observing time share, resulting from the example given on the preceding page, on the combined EISCAT and ESR facilities are for the Associates:

Centre National de la Recherche Scientifique	22 %
Max-Planck-Gesellschaft	21 %
Naturvetenskapliga forskningsrådet	12 %
Norges forskningsråd	14 %
Particle Physics and Astronomy Research Council	25 %
Suomen Akatemia	6 %

The real percentages may deviate from the given ones, depending on the actual contributions.

Starting from 1 January 1997, the observing time share will be:

Centre National de la Recherche Scientifique	21.1 %
Max-Planck-Gesellschaft	19.9 %
National Institute of Polar Research	8.1 %
Naturvetenskapliga forskningsrådet	11.1 %
Norges forskningsråd	11.0 %
Particle Physics and Astronomy Research Council	23.0 %
Suomen Akatemia	5.7 %

STATUTES
of the
EISCAT SCIENTIFIC ASSOCIATION

[Amended version as of January 1, 1995, approved by Council]

GENERAL PROVISIONS

ARTICLE 1 - Name and Seat

1(1) The name of the Association is the "EISCAT Scientific Association". The Association is organized as a "stiftelse", a non-profit foundation governed by Swedish law. Swedish law shall govern these Statutes.

1(2) The Association's seat is located in Kiruna, Sweden.

ARTICLE 2 - Objects and Purposes

The objects and purposes of the Association are the development and operation of radar facilities in high latitudes, comprising a system of stations in Kiruna (Sweden), Longyearbyen (Svalbard), Sodankylä (Finland) and Tromsø (Norway).

ARTICLE 3 - Financial Year

The financial year begins on 1 January and ends on 31 December.

OPERATION OF ASSOCIATION

ARTICLE 4 - The Council

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

4(2) The Council consists of a Delegation of each Associate with a maximum of three members from each Associate.

4(3) The Council decides 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 appointment and dismissal of the Director, and such other senior management staff as it may decide from time to time;
- (d) the detailed financial rules;
- (e) the conclusion of agreements with third parties for the use of the Association's scientific facilities;
- (f) the annual statement of accounts;
- (g) any delegation to an Associate of the authority to represent the Association;
- (h) the procedures for the acquisition, transfer or mortgage of real property and of any other rights, whether real or personal;
- (i) the giving of security or financial guarantees;
- (j) all matters concerning legal proceedings;

- (k) the rules for the reimbursement of travel expenses and removal allowances and the use of motor vehicles;
- (l) the general rules governing personnel administration and general insurance arrangements;
- (m) the procedures for orders and contracts;
- (n) the acquisition or assignment of patents, the granting of licenses and the Association's policy regarding information and industrial property;
- (o) the appointment of auditors;
- (p) the procedure for the call-up of contributions;
- (q) any other category of matter which the Council decides requires its decision.

4(4) The Council may, by unanimous decision, delegate matters for decision to the Scientific Advisory Committee (SAC) or the Administrative and Finance Committee (AFC), or such other committees it may establish under Article 12.

4(5) The Council decides on advice from the Scientific Advisory Committee and the Director, subject to the provisions of Paragraph 2 of Article 14 of these Statutes, the scientific programme.

4(6) Each Delegation has one vote in the Council.

4(7) (a) Except where otherwise provided for in these Statutes or in the Agreement, the Council shall take its decisions by a simple majority.

(b) The matters specified in paragraphs 4(3) (a), (b), (e), (g) and (n) of this Article shall require unanimous approval.

(c) The matters specified in paragraphs 4(3) (c), (d), (h), (i), (j), (l), (m), and (p) of this Article shall require a two-thirds majority.

(d) In the event of a tie vote the weight of each vote is accounted according to the percentage observing time of the Associates as defined in Article 6 of the Agreement.

4(8) The meetings of the Council are not public. Unless the Council decides otherwise the Director shall attend the meetings in a nonvoting capacity. Attendance by other EISCAT staff and any other observers shall be as agreed by the Chairperson. The Chairpersons of SAC and AFC are invited to attend the Council meetings in a non-voting capacity. Other persons may, in addition to the Delegation of an Associate, attend the meetings as observers in a non-voting capacity on the agreement of Council. The Council may decide to meet in restricted session.

ARTICLE 5 - Chairperson and Vice-Chairperson of the Council

5(1) The Council shall, from among its Delegations, elect for two years a Chairperson and a Vice-Chairperson. The Chairpersonship and Vice-Chairpersonship shall rotate between the Associates on an equitable basis. The Chairperson and Vice-Chairperson must be Delegation members appointed by different Associates.

5(2) The Chairperson chairs the meeting of the Council and shall discharge the tasks which it assigns to him. If he/she is unable to discharge his/her function, the Vice-Chairperson shall assume his/her responsibilities.

5(3) The Chairpersons of the Council and the Administrative and Finance Committee (AFC) shall each provide a secretary from their Associate to record the minutes of the meetings.

ARTICLE 6 - Headquarters and Working Language

6(1) The Council and its Committees shall be assisted in their business by the staff of the Association at the Headquarters under the Director.

6(2) The working language of the Association is English.

ARTICLE 7 - Action by the Council

7(1) The Council shall meet at least once a year.

7(2) The Council Chairperson must call a Council meeting at the written request of any Associate which must give notice of the business it wishes to be addressed. He/she may also call a Council meeting whenever he/she considers it necessary to do so.

7(3) The Chairperson shall fix the date and place of each meeting of the Council. Notice of the meeting shall include the proposed agenda and shall be given to the members of the Delegations in writing by the Headquarters at least one month before the date fixed for the meeting unless shorter notice is accepted by all Associates.

7(4) In the case of urgency the Chairperson may, if possible through the Headquarters, obtain a decision from the Council without calling a meeting by consulting the Associates in writing, unless any Associate objects to this procedure without delay. The Associates will inform the Chairperson and Headquarters in writing of their nominated representative for decisions to be taken by correspondence. When business is conducted by correspondence the proposal shall be approved by the relevant majority of the Delegations.

7(5) The Council shall be competent to take decisions when at least all except one of the Associates are represented. However, for decisions requiring a majority of two-thirds or more, each Associate must be represented.

7(6) In case of a tie vote, Article 4(7d) of these Statutes applies. Dissenting votes shall be recorded in the minutes if the dissenting voter so wishes.

ARTICLE 8 - Minutes of Meetings of the Council

8(1) The Chairperson 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 to members of the Delegations within one month of the meeting.

8(2) The Chairperson shall decide on the adoption of any amendments to the minutes proposed by Delegations and circulate revised minutes in advance of the next meeting. The Delegations shall be deemed to have accepted the draft minutes if they file no comment at Headquarters within one month of receipt of the draft minutes.

8(3) Any proposed amendment to the revised minutes shall be submitted for discussion by the Council at its next meeting. When finally approved the minutes shall be sent to all members of the Delegations, members of the AFC, the Chairperson of the SAC and the Director.

ARTICLE 9 - The Director

9(1) The Director shall be assisted by a senior management team to be approved by Council. The Director will nominate appropriate deputies, approved by Council, to act on his/her behalf in cases of urgency.

9(2) The Director and members of the senior management team shall be appointed by a two-thirds majority of the Council, and may be dismissed by the same majority.

9(3) Unless the Council agrees otherwise the Director shall assume responsibility for the management of the facilities of the Association and their operation, 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:

(a) an annual report of the Association's activities during the previous financial year, including a statement of the time the facilities have operated, and an analysis of the sharing of observation time;

(b) the final accounts for the previous financial year;

(c) a report on the financial position for the current financial year;

(d) 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 one member appointed by each Associate and not more than two additional members selected and appointed by the Council from the international scientific community.*

10(2) The Scientific Advisory Committee shall be responsible for advising the Council on scientific and technical matters relating to the design, construction and operation of the facilities, the scientific programme and general scientific developments relevant to the Association.

10(3) The Scientific Advisory Committee shall, from among its members from the Associates, elect for two years a Chairperson and a Vice-Chairperson to be approved by the Council. The Chairpersonship and Vice-Chairpersonship shall rotate between the Associates on an equitable basis. The Chairperson and Vice-Chairperson must be members appointed from different Associates.

10(4) The Chairperson 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 Headquarters at least one month before the fixed date for the meeting, unless shorter notice is accepted by all Associates.

10(5) A quorum shall be present for the transaction 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 case of a tie vote, Article 4(7d) of these Statutes applies. Dissenting votes shall be recorded in the minutes if the dissenting voter so wishes.

10(7) Meetings of the Scientific Advisory Committee are not public. Unless the Scientific Advisory Committee decides otherwise, the Director and selected senior staff 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 concerned, according to rules to be decided by the Council.

10(8) (a) The Chairperson of the SAC 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 to the members within one month of the meeting.

(b) The Chairperson shall decide on the adoption of any amendments to the minutes proposed by its members and circulate revised minutes in advance of the next meeting. The members shall be deemed to have accepted the draft minutes if they file no comment within one month of receipt of the draft minutes.

(c) Any proposed amendment to the revised minutes shall be submitted for discussion by the SAC at its next meeting. When finally approved the minutes shall be sent to all members of the SAC, the members of the Delegations of the Council, the Chairperson of the AFC, the Director and selected senior staff.

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

ARTICLE 11 - Administrative and Finance Committee

11(1) The AFC shall have one member appointed by each Associate.

11(2) The AFC proposes a Chairperson and a Vice-Chairperson for two years, giving consideration to a rotation between Associates on an equitable basis, to be approved by the Council.

11(3) The AFC shall advise the Council on:

(a) the draft annual capital and recurrent operating budget and staff complement;

(b) the draft estimates of resources required for the five years, following the budget year;

(c) the annual statement of accounts and the auditors comments thereon;

(d) detailed financial rules;

(e) the procedure for the call-up of contributions;

(f) contracts for sites;

(g) all other contracts and orders outside the delegated power which shall be given to the Director by the Council;

(h) the rules concerning contract procedures;

(i) the general rules governing personnel administration and general insurance arrangements;

(j) the acquisition or assignment of patents, the granting of licenses;

(k) 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;

- (l) property questions with regard to 16.1 of the agreement;
- (m) such other administrative and financial matters that the Council decides to require its advice.

11(4) The AFC shall take decisions on all matters concerning which authority may be delegated to it by the Council.

11(5) The Rules of Procedure of the AFC are:

- (a) The AFC shall meet at least twice a year and whenever the Chairperson considers it necessary to do so. The Chairperson of the AFC must call a meeting at the written request of any Associate which must give notice of the business it wishes to be addressed.
- (b) The Chairperson 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 Headquarters at least one month before the date fixed for the meeting unless shorter notice is accepted by all Associates.
- (c) The Chairperson may obtain a decision from the AFC without calling a meeting by consulting the members in writing unless any member objects to this procedure without delay.
- (d) A quorum shall be present for the transaction of business at meetings when at least all save one of the Associates are represented.
- (e) Each member of the AFC has one vote. The Committee shall take its decisions by a simple majority of all votes.
- (f) In case of a tie vote, Article 4(7d) of these Statutes applies. 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.
- (g) Meetings of the AFC 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 and, if required, appropriate Headquarters staff shall attend the meetings in a non-voting capacity.

11(6) Minutes of the meetings

- (a) The Chairperson of the AFC 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 within one month after the meeting.
- (b) The Chairperson shall decide on the adoption of any amendments to the minutes proposed by its members and circulate revised minutes in advance of the next meeting. The members shall be deemed to have accepted the draft minutes if they file no comment within one month of receipt of the minutes.
- (c) Any proposed amendment to the minutes shall be submitted for discussion by the AFC at its next meeting. When finally approved the minutes must be circulated by Headquarters to the members of the AFC, to the members of the Council and the Director.

ARTICLE 12 - Other Committees of the Council

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

ARTICLE 13 - Reimbursement of Expenses

13(1) The members of Delegations of the Council, of the Scientific Advisory Committee, the Administrative and Finance Committee, and of any Committee set up under Article 12 shall receive no fees from the Association.

According to rules to be agreed by the Council, the Association will meet the expenses of:

- (a) Two delegates from each Associate attending meetings of the Council.
- (b) The member from each Associate attending meetings of the SAC.
- (c) The member from each Associate attending meetings of the AFC.

13(2) The Association will also meet the expenses of members of special working groups it establishes by approval of Council, and any *necessary* expenses incurred by Chairpersons in fulfilling their duties for the Association outside full meetings.

ARTICLE 14 - Observing Time

14(1) Observing time on the Association's facilities shall be made available for:

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

14(2) The total observing time per year shall be decided by Council, and the maximum total time shall be determined on the basis of scientific demand and availability of operating funds. Unless otherwise decided by unanimous decision of the Council, about 50% of the total available observing time shall be allocated to Associates for the special programmes of their scientists according to the shares in Article 6 of the Agreement. Subject to the above, and the overall approval of the Council, the Director shall decide how the total available observing time is to be divided between the programmes specified in paragraphs (1a), (1b) and (1c) of this Article and shall decide on the programmes specified in paragraphs (1a) and (1c) taking into account the advice of the Scientific Advisory Committee.

14(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 on the Association's facilities of all approved experiments, including those approved by the Associates.

14(4) Up to five percent of the observing time is available for EISCAT staff to be apportioned at the discretion of the Director.

14(5) All proposals for special 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.

ARTICLE 15 - 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 (1b) and (1c) of Article 14, 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 are freely available to all the Associates and the Association's staff. Details are specified in the Guidelines for Management of Scientific Programmes, Observing Time and Using of Data.

ARTICLE 16 - Special Equipment

Any special equipment required for the programmes specified in paragraph (1b) and (1c) of Article 14 shall be provided by the individual or group concerned.

ARTICLE 17 - Liability of the Associates

17(1) An Associate and not the Association is liable for any loss, damage or injury suffered by its employees or any person connected to the Associate when they for any reason are staying within or in connection with the Association's premises and/or facilities.

17(2) An Associate is also liable for any loss, damage or injury caused by the Associates employees or other persons connected to the Associate to a third party, when staying within or in connection with the Associations premises and/or facilities.

17(3) When third party is another Associate or its employee or any person connected with the other Associate, an Associate is liable according to article 17(2) only in the event that the loss, damage or injury was caused through negligence.

ARTICLE 18 - Books and Records

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

FINAL PROVISIONS

ARTICLE 19 - Procedure for Settlement of Disputes

19(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.

19(2) In the event that the dispute cannot be resolved amicably, the Council shall refer the dispute to the Associates for settlement under Article 13 of the Agreement.

ARTICLE 20 - 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 only by unanimous decision of the Council.

ARTICLE 21 - Internal Regulations

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

FINANCIAL RULES
of the
EISCAT SCIENTIFIC ASSOCIATION
[January 1, 1996]

GENERAL PROVISION

1. Authority

1.1 In the financial management of EISCAT, the Council shall be responsible for the overall administration and supervision of the Association. It shall decide on those matters listed in Article 4(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 Administrative and Finance Committee (AFC), as defined in Paragraph 3.4 of the Agreement and Article 11 of the Statutes, 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 in accordance with agreed policy of the Association and sign all legal instruments, unless binding signature is reserved to the Council or one of its members, either by these rules or, in exceptional cases, by decision of the Council.

1.4 The Director may delegate in writing authority to members of his staff under the provisions of Article 29 below, or with the prior approval of the Council.

2. Rules Applicable

The financial management of the Association shall be governed by the Agreement, the Statutes, these Financial Rules and any regulations drawn up by the Council, 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 Article 3 of the Statutes.

4. Accounting Unit

The accounting unit of the Association, as defined in Paragraph 9.2 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.

5.3 Authorizations for commitments to be entered into during the budget year accruing in later financial years shall be shown for each financial year except for commitments referring to recurrent operating affairs.

5.4 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.

5.5 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.

5.6 In accordance with Paragraph 16 of the Agreement contributions in kind by the Associates 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 according to the format in Annex A. It shall be divided into the three chapters: Recurrent, Capital Operating and Investment, each of them balanced. The investment chapter must identify separately the investment in the EISCAT Kiruna-Sodankylä-Tromsö (KST) facilities and the investment in the EISCAT Svalbard Radar (ESR) facility. The investment chapter shall comprise those items mentioned in the Agreement Appendix Part 1 and 2.

6.2 The budget for the coming year shall include as comparative figures the estimate figures of the current year and the outcome figures of the previous year.

6.3 The recurrent chapter shall be divided into the headings "income" and "expenditure" and into sub-headings referring to the various sources of income and types of expenditure in accordance with Annex A. For purposes of information, the budgeted expenditures shall be divided in the sections:

Expenses for Council and Committees (C+C),

Headquarters (HQ) operation,

Site operations:

Kiruna (K),

Sodankylä (S),

Tromsö (T-R) Radar Division,

Tromsö (T-H) Heating Division,

Longyearbyen (ESR)

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 Annex A or B. 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:

the staff complement plan,

a table indicating, in detail, the contributions needed and the Associates' share thereof,

a financial report concerning the current year,

an estimate of resources required for the following five years.

7. Presentation and Approval of the Budget

7.1 Before the first of April in the year before the budget year, the Director shall prepare the draft budget. The AFC shall consider the draft budget and make recommendation to the Council. The Director shall revise the draft budget following recommendations of the AFC.

7.2 The revised draft of the budget shall be submitted to the Council in due time before the Council meeting.

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 Articles 5 - 7 above 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.

9. Use of Insurance Reimbursements

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

IMPLEMENTATION OF THE BUDGET

10. Authorization of the Director

10.1 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.

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

10.3 Notwithstanding the budgetary authorization mentioned in Articles 10.1 and 10.2 above, 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.

10.4 The Director is authorized to call up the annual contributions from Associates in accordance with the approved budget, Article 11 below and the principles for the call-up of contributions as provided in Annex B.

10.5 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.

10.6 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 of expenses for:

- Personnel
- Administration
- Operation
- Capital Operation
- Investment

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.

11. Annual Balance of Income

The balance of income 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.

12. 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 previous year, or one twelfth per month of the expenditure proposed in the recurrent budget for the current year, whichever is the lesser, until the approval of the budget is forthcoming. Payments in respect of investments (capital operating and investment budgets) may be made only for commitments entered into in previous financial years.

13. Budgetary Control

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

SPECIAL FINANCIAL AFFAIRS

14. Opening of Bank Accounts, Petty Cash Account

14.1 In the countries of the Associates, the Director may open bank accounts and may also open other accounts if they are needed to effect payments or other transactions. Within the principles of Annex B the Director is obliged to open a bank account as requested by any of the Associates. These arrangements will be reported to the AFC. The Director may also open accounts in other countries with the approval of AFC.

14.2 A petty cash account may be opened to cover minor expenses where other forms of payment would be inconvenient.

15. Investment of Funds

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

16. Foreign Exchange operations

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

17. Contracts

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

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

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

17.4 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 30,000.- SEK.

17.5 The Director shall submit to the AFC at least twice a year a report listing all contracts exceeding 10,000 SEK placed by the Association. The report shall include all contracts concerning the "in kind" contributions of the Nordic countries in excess of 10,000 SEK.

18. Insurance

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

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

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

19. Other Commercial Business

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

19.2 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 parties other than Associates shall be charged at market value. The Director may suggest exceptional provisions for the Council to decide.

20. Personnel Administration

20.1 Employment contracts to be concluded with the Director and senior management staff shall be subject to approval by the Council. The contracts with the Director and the Deputy Director(s) shall be signed by the Chairperson of the Council.

20.2 All other employment contracts to be concluded in keeping with Article 9.4 of the Statutes and in accordance with the approved staff schedule shall, with regard to their provisions, follow the regulations for comparable government employees effective at their working location. Any additional allowances other than those specified in Article 21 below shall be subject to approval by the Council.

21. Removal Allowances

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

21.2 Pro rata temporis refunding of costs mentioned in Article 21.1 above will be required in the event of termination of the contract within two years after appointment.

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

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

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

21.6 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.

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

22. Reimbursement of Travel Expenses

22.1 Members of EISCAT Committees travelling on EISCAT business shall be supported by the Association, according to the provisions of Article 13 of the Statutes. The Chairperson of the Council, of the SAC and the AFC shall have authority to commit EISCAT to pay the travel expenses incurred by individuals, other than members of EISCAT Committees, in pursuit of necessary Council or Committee business. This authority may be used in exceptional circumstances, only, and subject to the consultation with the Director on the scientific, operational and financial implications of such action. The names of these individuals must be notified in advance in writing to the Headquarters administration.

22.2 Persons travelling on EISCAT business under Article 22.1 above shall be entitled - if they represent one of the Associates - to follow the rules for travel claims and subsistence of that Associate. The Associate shall request EISCAT for refunding at least twice a year. For persons travelling on EISCAT business under Article 22.1 above, but not supported by an Associate, travel costs may be refunded directly by EISCAT. All such claims should be completed on the EISCAT prepared travel-claim form. With the agreement of the respective Associate(s) it will also be possible for prepaid travel tickets to be obtained from the Headquarters administration.

22.3 EISCAT staff reimbursement will follow the general pattern and levels of payment applicable to Scandinavian government employees at comparable salary and responsibility levels.

23. Use of Motor Vehicles

23.1 EISCAT vehicles may be acquired and be used for EISCAT purposes only. Records shall be kept of all journeys.

23.2 Private motor vehicles may be used for EISCAT 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 (Article 22.3 above).

24. Industrial Property Rights

24.1 EISCAT is entitled to take over all or part of the industrial property rights of its employees concerning any patentable invention made by an employee according to the Swedish rules which cover inventions by employees. Detailed arrangements should be laid down in the employment contract.

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

24.3 The Director shall immediately inform the Chairperson of the Council, who shall take the necessary steps to obtain the Council's decision with regard to the invention according to Article 4(3n) of the Statutes.

25. Gifts

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

INTERNAL REGULATIONS FOR THE ADMINISTRATION

26. Form of Commitments

Any commitment exceeding 6,000 SEK must be laid down in the form of a contract, purchase order or letter.

27. Verification of Invoices

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

27.2 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.

28. Payments

Payments are only made upon authorizations (payment vouchers) certifying that the invoices or other claims have been checked according to Article 27 above and that the expenditure conforms with the budget. Payments shall be effected by means of bank transfers, or other forms of payment, whereas cash payments shall be kept to a minimum.

29. Signatures

29.1 The Director is responsible for all administrative and commercial aspects of EISCAT. The Director may by written authorization delegate his power to members of the senior management or any other member of the staff endorsed by the AFC Chairperson.

29.2 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 SEK, the Director may delegate in writing his power to members of the senior management, as mentioned in Article 29.1.

29.3 In case of withdrawals from a bank account of the special kind referred to in Annex B, one signature must be that of an authorized representative of the Associate which holds money in this bank account, and the other signature that of one mentioned in Article 29.1.

29.4 For payment vouchers up to an amount of 50,000 SEK, the signature of only one of the people named in Article 29.1 above would be needed.

29.5 Payment vouchers exceeding 50,000 SEK shall be signed by two people mentioned in Article 29.1, whereof one must be either the Director or a member of the senior management.

29.6 The verification of invoices and other documents as referred to in Article 27 above shall be signed by the member of staff responsible for the matter for which the payment is due. Where possible, authorizations and verifications should be signed by different persons. The Director shall set up detailed internal regulations and communicate them to the AFC.

ACCOUNTING

30. Annual Account

30.1 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.

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

30.3 The provisional annual account shall be submitted to the AFC in April of the following year in due time for consideration at the AFC meeting. The finalized annual account shall be submitted to the AFC in due time to make recommendations to the Council by the end of that year.

30.4 The Council must adopt the annual account and note the audit report before the Director would be deemed to have discharged the Director's financial stewardship for the accounting year in question.

31. Accounting System

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

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

31.3 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.

31.4 Inventories of non-consumable items held shall be kept for all facilities separately, as shall records of receipt and movement of all such items received.

AUDIT

32. Auditor(s)

The accounts shall be audited by auditor(s) appointed by the Council under the provisions of Paragraph 10 of the Agreement. The Council may at any time direct the auditor(s) to make an extraordinary audit.

33. 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,
- the financial transactions recorded in the accounts are in accordance with the budgetary provisions, the Financial Rules and other applicable directives,
- the securities and funds on deposit and in hand have been verified by certificate received directly from the depositories, or by actual audit,
- the assets and funds of the Association have been used according to the principles of economy and sound financial administration.

34. Audit Procedure

34.1 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.

34.2 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.

35. Audit Report

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 financial statements in an appropriate way.

36. Final Provision

These Financial Rules shall become effective on the date of their approval by the Council, in accordance with Article 4(3d) of the Statutes.

EISCAT SCIENTIFIC ASSOCIATION
ACCOUNTS, BUDGET AND FINANCIAL DEVELOPMENT

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PRINCIPLES FOR THE CALL-UP OF CONTRIBUTIONS

In accordance with 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 following regulations shall apply:

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 for 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 above. Interest accruing on such accounts shall be credited to the Associate which made the deposit; any administrative charge resulting from this procedure shall be borne by this Associate.

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

GENERAL

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

COMPETITIVE OFFERS

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

10. If the actions in paragraph 9 have not increased the number of possible firms or organizations fulfilling the specifications, then the first sentence in paragraph 9 shall be followed even if the value exceeds 100,000 SEK.

CONTRACTS

11. All contracts with a value above 6,000 SEK shall be submitted in a written form.

12. For contracts with a estimated value above 400,000 SEK, the planned procedures, a summary of the costs and the justification of need must be presented by the Director to AFC for consideration and approval or recommendation to Council, as appropriate.

13. 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 SEK which shall require the approval of the Council.

Rules for the Management of Scientific Programmes

Observing Time and Use of Data

[Approved by SAC, October 1995 and adopted by the Council, November 1995]

1. Purpose and Objectives

1. This document interprets those parts of the Agreement and Statutes of the EISCAT Scientific Association relevant to EISCAT Scientific Programmes, Observing Time and Use of Data and should be read in conjunction with the Statutes. In cases of disagreement, the Agreement and Statutes shall take precedence over these Guidelines.
2. These Guidelines apply to the use of the EISCAT VHF and UHF radars (including the remote UHF receiving sites in Kiruna and Sodankylä), the Ionospheric Heating facility, the Dynasonde at Tromsø and the EISCAT Svalbard Radar in Longyearbyen.
3. The objectives of these guidelines are to ensure:
 - a. that the best possible scientific returns are obtained and
 - b. that each Associate has the opportunity to use an equitable share of the scientific results.
4. Article 14 of the Statutes states that the observing time shall be divided between:
 - a. programmes common to all Associates (Common Programmes)
 - b. special programmes of Associate scientists (Special Programmes)
 - c. such programmes of third parties as might be agreed on the basis of merit.
5. Scientific co-operation between scientists of the Associate countries is perceived to be very valuable and scientists are encouraged to inform the Director of work in progress so that he may mediate such co-operations.

2. Common Programmes

1. Great importance is attached to the Common Programmes (CP), and in particular to long term routine observations. A regular schedule of well designed operations shall be adopted. These Common Programmes include the Unusual Programmes (UP), which are operated ad hoc during special geophysical conditions (see 3.11 for definition).
2. The Scientific Advisory Committee (SAC) shall advise the Council on the observational procedures for the Common Programmes. To ensure the continuity of the data, substantial changes in the Common Programmes should be avoided except where major changes in EISCAT facilities or scientific objectives make them desirable.
3. Proposals for changes in the Common Programmes shall be submitted to both the Director and the Chairman of the SAC. The SAC recommendations shall be submitted to the Council for approval.
4. The choice of observations within the Common Programme, the distribution of time allotted to each, and appropriate scheduling provisions to support important scientific programmes shall be made by the Director on the recommendation of the SAC. The Director may, where appropriate, delegate this task or other tasks related to these Guidelines.

5. Common Programmes can be interrupted, for example in support of rocket launches, special satellite passages or at short notice during unexpected or unusual phenomena as described at 3.11 (below). Such interruptions shall be kept to a minimum and must be approved by the Director or, if not feasible, by the officer in charge of the programme. Such data shall form part of the Common Programme. The Director shall report the circumstances of such interruptions at the next meeting of the SAC.

3. Special Programmes

1. Each Associate should set up an internal review system of their choice to consider proposals for Special Programmes submitted by scientists of that Associate.

2. Each Associate shall appoint a contact person (Schedule Representative) with whom the Director shall discuss the matters concerning proposals submitted by that Associate.

3. Proposals which have been allocated observing time under the above review system shall be submitted to the EISCAT Director in the standard format available from EISCAT with the appropriate internal preferences and priorities indicated.

4. Proposers should consult the "Procedures for EISCAT Special Programme Experiments" issued from time to time by EISCAT. Proposers may request that their proposals be held in confidence.

5. Associates may combine to propose to allocate a certain fraction of their Special Programme time to scientific programmes of joint interest.

6. Upon receipt of proposals for Special Programmes (approved by the Schedule Representative), the Director shall either schedule the programme as requested or suggest alternatives if that is impossible. Programmes which are perceived to be potentially damaging to the EISCAT systems shall not be scheduled until suitable precautions or programme revisions have been enacted.

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 effort 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.

8. The Associates are invited to involve members of the EISCAT staff as participating members in their scientific programmes. Where such partnerships involve, or might involve, excessive or out of hours working by EISCAT staff (according to EISCAT personnel rules), they require individual approval by the Director.

9. The Director shall provide the SAC, on request, with a schedule of actual and proposed observations and invite its comments.

10. In the event of an unresolvable scheduling conflict between proposed Special Programmes, or between Special and Common Programmes, the Director shall decide on the priorities, if possible by consultation of the SAC Chairman. Conflicts resolved in this manner shall be reported to the next SAC meeting.

11. If an unexpected or unusual phenomenon, natural or otherwise, occurs, observation of which would be so valuable as to warrant interruption of scheduled programmes (following discussions with the responsible person) or starting the system(s) at short notice, the Director may take the initiative.

The data collected in this mode shall belong to the Common Programme and all Associates shall be notified as soon as possible of such observations. The SAC shall discuss any such occurrences at its next meeting.

These rules apply similarly to the operation and data of Unusual Programmes.

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

1. Parties not belonging to the Association may make use of EISCAT on terms approved by the Council. Scientific collaboration with scientists or scientific institutions from non-Associate countries is to be encouraged.
2. Applications for observing time from third parties, shall be submitted to the Director who shall seek the views of the SAC, and other referees as appropriate. For proposals exceeding the standard time allocated for this purpose by the Council, the Council should decide.
3. Approved proposals from third parties shall be treated in the same manner as approved Special Programmes of an Associate.
4. Whenever collaborative work with scientists from non-Associate countries involving the use of significant EISCAT data is undertaken, the Director shall be informed and shall report to the next meetings of the SAC and Council as appropriate.
5. Any scientific paper resulting from such collaboration shall, if requested by the collaborator, include as co-author(s) the participating scientist(s) from the Associate country or the EISCAT staff, with appropriate acknowledgement of the support provided by EISCAT.
6. There shall be no bulk transfer of EISCAT data (sufficient to enable the recipient to carry out research principally based on EISCAT data) in raw or reduced form to scientists from non-Associate countries without the permission of the Director, acting in consultation with the SAC. Such bulk transfers, except of those data which are approved standard transfers to international data bases, shall be reported to the next Council.
7. Notwithstanding 4.6, condensed summaries of data may be supplied to scientists from non-Associate countries for the purpose of identifying specific periods when a combination of EISCAT data with data from some other major facility appears likely to produce significant results.
8. The Director shall have discretion to make available to any scientist a limited amount of Common Programme data (and Special Programme data more than one year after acquisition) needed to supplement other scientific investigations. Special Programme data may be made available during the first year after acquisition with the permission of the experimenter.
9. Up to five percent of the Special Programme observing time shall be available for EISCAT staff to be apportioned at the discretion of the Director.

5. Ownership and Use of Data

1. The ownership of all EISCAT data shall be permanently vested in the EISCAT Scientific Association, for the benefit of all the Associates.
2. Published papers in which data from the EISCAT facility have been used shall always contain an acknowledgement of the support provided by EISCAT, preferably in the standard form available from EISCAT.

3. Authors are encouraged to send pre-prints 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

1. Each Associate shall designate one contact person (Data Representative) within that Associate's country to receive data distributed by EISCAT.

2. Common Programme data will be pre-processed by EISCAT to yield ionospheric parameters in a form suitable for distribution under 4.7. This is regarded as an initial analysis only.

3. One copy of such pre-processed Common Programme data shall be distributed on a regular basis, free of charge, to the contact persons designated under 6.1 in a form suitable for further processing using common computing equipment.

4. The Data Representative designated under 6.1 may request raw data (i.e. the original ACF data recorded during the experiment operation) from Common Programmes, Special Programmes of the particular Associate and all Special Programmes recorded more than one year prior to the date of request.

One copy of all raw data from Special Programmes of the particular Associate, or group of Associates, will be supplied free of charge. All other data sets will attract a charge, related to media costs and overheads, to be recommended by the AFC and approved by the Council. Such costs may be waived at the discretion of the Director.

5. Original raw data shall not be removed from EISCAT. Visitors shall only remove copied data from EISCAT facilities. Where such copies exceed the provisions of 6.4, they will attract a charge as defined in 6.4. Data removed from EISCAT under these provisions shall be treated as if they had been supplied to the Data Representative designated under 6.1.

6. EISCAT shall securely archive all recorded EISCAT data.

7. A brief description of all Common, Special, Unusual and Third-party programmes shall be provided by EISCAT. A summary of observations shall be published in the EISCAT Annual Reports.

EISCAT Scientific Association, March 1997
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