

EISCAT BlueBook

EDITION 2021



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AGREEMENT

EDITION 2021

between

China Research Institute of Radiowave Propagation (People's Republic of China),
National Institute of Polar Research (Japan),
Norges forskningsråd (Norway),
Suomen Akatemia (Finland)

UK Research and Innovation (United Kingdom of Great Britain and Northern Ireland),
and Vetenskapsrådet (Sweden),

together termed the Associates¹, concerning the operation and development of radar facilities at high latitudes, called EISCAT.

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

The EISCAT Scientific Association was established in 1975 and its first incoherent scatter radar system became operational in 1981. Since then, the facilities of the EISCAT Scientific Association have been continuously developed and extended and today comprise world-class radars and a powerful ionospheric heating facility. Developments in hardware, software, and observational techniques have allowed the range of science addressed to be dramatically broadened since the first observations were made and the Association continues to provide and develop appropriate tools to support its user community. Access to the world-class EISCAT facilities is provided to all scientists in the Associate countries and to other Affiliates, and processed data products are made freely available to all. In this way, EISCAT has played a pivotal role in supporting research in many areas including solar-terrestrial relationships, solar system physics, geospace studies, space weather, and global change.

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

Therefore:

- Taking into account the development of terrestrial atmospheric, ionospheric and magnetospheric research and the quality and range of the work carried out in universities and specialized research centres,
- Having regard to the necessity of possessing facilities of the highest standard meeting the requirements of research workers in this field,
- Having regard to the basic scientific value of the study of high latitude regions and the considerable possibilities of radar techniques for studies of the atmosphere and ionosphere,
- Having regard to the specially favourable geographical position of the countries of Northern Europe, and the existence in these countries of observatories suitable for studies of solar-terrestrial physics,
- Having regard to the educational opportunities associated with both the instrumentation, its location, and its experienced personnel,
- Having regard to the importance of measuring and understanding the atmosphere and geospace for some societal and economic activities such as satellite services and electricity supply,

¹ Appendix 1 includes appropriate definitions of specific terms used within this document

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

the EISCAT Associates have reached agreement on the following provisions:

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

- The signatories agree to renew the agreement which supports a scientific organisation, named the EISCAT Scientific Association, with registered offices in Kiruna, Sweden.
- The agreement will after signature by the Associates come into force on the day² of the last signature thus superseding the 2007 Agreement.
- The Association is established by the provisions of this Agreement, its Appendices, and the Statutes as a non-profit organisation governed by Swedish law.
- The Association's infrastructure and facilities, and the contributions to their construction and operation, are specified in Appendix 2.
- The Association may be expanded by adding new Associates.
- New and existing Associates may contribute to the expansion of the facilities of the Association.
- The Associates are jointly responsible for the Association and all its assets and liabilities.
- The Affiliates to the Association do not sign this agreement, and participate in the activities of the Association on a different level of financial contribution, commitment and responsibility.
- In the case of conflict between the provisions of this Agreement, its Appendices, or the Statutes, the Agreement shall take precedence over the Appendices and both shall take precedence over the Statutes.

2. Objects and Means

- The aim of the Association is to provide access to radar, and other, high-latitude facilities of the highest technical standard for non-military scientific purposes.
- By means of experimental programmes, the Association will continue to make significant progress in the understanding of physical processes in geospace, in the high latitude atmosphere, and in the coupling between the high and low latitudes and altitudes. The experimental programmes include Common and Special programmes of the Associates and Affiliates, which may be carried out as part of wider international projects, as well as an Open Peer Review Programme granting observation time to researchers based on the scientific merit of their proposals.
- By carefully processing, cataloguing, and safeguarding all data to preserve a continuing program of observatory measurements, the Association will provide a long-term database of the highest quality.
- Through its participation in world-leading scientific endeavours and by providing leadership in the design and construction of hardware and software to support these goals, the Association will provide educational opportunities.
- The Association may contribute to the international task of tracking objects in space (natural or man-made). For this activity, an agreed list of objects shall be maintained and the Association shall only conduct tracking of objects from this list.
- The Host Countries have the right to inspect, at any time, the EISCAT facilities in their own country and the related operations and documentation. The modalities of Host Country

² Agreement activated 20 June 2017

inspections may be regulated by specific implementing arrangements agreed between EISCAT and the Host Country.

- g. The Associates and Affiliates will use their best endeavours to enable the facilities to be maintained and developed to continue to support scientific work of the highest standard.
- h. Associates will make rolling commitments for at least five years. That is, the commitment for 5 or more years is assumed to be automatically renewed each year, unless written notice is given to withdraw in accordance with paragraph 15 below.
- i. Affiliates contribute to the operation of the Association via multi-year agreements with a fixed financial commitment level for the first year, which then can be adjusted as the agreements moves forward.
- j. The Association may also sell observing time, as available, at a level generally no less than the cost involved plus related overhead.
- k. All use of observation time must be in line with the aims of the Association. Users shall not use the facilities for collecting data on military sensitive objects.
- l. All data obtained shall become the property of the Association and shall be managed according to the EISCAT data policy.

3. Operating Contributions

- a. The operating budget shall include the funds required for the operation, maintenance, and development of the facilities and for the payment of the personnel working for the Association, as well as contributions to decommissioning provisions.
- b. Costs of delegates and representatives attending meetings shall normally be paid by the individual Associate and Affiliate organizations.
- c. The distribution of contributions between the different Associates and Affiliates is given in Appendix 3.
- d. Additional contributions to the operating budget may be obtained through charging Associate and Affiliate users a fee for the observing time.
- e. Associates and Affiliates will use their best endeavours to maintain the value of their financial commitments to the Association as the Agreement rolls forward.

4. Observing Time and Scientific Programme

- a. Individual Associates and Affiliates shall be entitled to shares of the scientific programme, related to their contributions and calculated using a formula to be agreed by the Council. Observing time may be exchanged between Associates and Affiliates.
- b. The formula, and the resulting distribution, is given in Appendix 4.
- c. Council will decide from time to time on the distribution of time between the different programmes.
- d. Additional radar hours may be bought by Associates and Affiliates who wish to temporarily increase their contributions in particular years, at rates related to the costs involved and decided by the Council.
- e. The Association may also make limited amounts of observing time available to potential new users for evaluation purposes.
- f. The scientific programme shall be monitored by a Scientific Advisory Committee to be established as described in the Statutes.
- g. The Council can decide to arrange external reviews of the Association.

5. Additional Contributions

- a. Associates and Affiliates may increase their ownership and/or observing time shares by making additional financial contributions during any particular year or by supplying additional resources which are accepted by the Council as a valid in-kind contribution. The formula for this is given in Appendix 4.
- b. Associates and Affiliates may also supply additional equipment to which they retain ownership. To the extent that such equipment is available and utilised by the Association as a whole, the Council may decide to treat such additional equipment as an in-kind additional contribution for the calculation of observing time shares for the period during which it is installed in connection with the Association's facilities.

6. Exemption from Duties and Taxes

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

7. Balance of Appropriations

The balance of appropriations not utilized by the end of the financial year shall be carried forward and distributed between long term maintenance, development, and reserve funds.

8. Financial Year and Accounting Unit

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

9. Amendments

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

10. Failure to Fulfil Obligations

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

11. Disputes

- a. The Associates shall endeavour, as far as possible, to settle by mutual consent any dispute which may arise in the interpretation or application of this Agreement.
- b. Any dispute, controversy or claim arising out of or in connection with this agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English. This agreement shall be governed by the substantive law of Sweden.

- c. The Committee of Arbitration shall send a certified copy of its conclusions to each of the Associates. The parties to the dispute agree to accept the decisions of the Committee of Arbitration.

12. Admittance of new Associates and Affiliates

- a. New Associates may join the Association at any time provided the Membership Conditions are met.
- b. New Affiliates may be admitted to the Association at any time provided the Membership Conditions are met.

13. Facilities of the Association

- a. The infrastructure of the Association currently comprise of facilities in Norway including Svalbard, Finland and Sweden. The facilities are detailed in Appendix 2.
- b. The Association may be expanded by adding new facilities as well reduced by removing facilities. Appendix 2 details at any given time the facilities of the Association. Removal of facilities will be covered within the approved EISCAT budget and EISCAT reserves. For this a decommissioning reserve is established. In the event that the costs cannot be fully covered, the remaining costs shall be distributed between the Associates according to the ownership formula given in Appendix 4.
- c. In case the initial facilities of the Association, the UHF and VHF installations at Tromsø, Kiruna and Sodankylä, will be removed, the Associates hosting the facilities agree to cover potential residual costs, which cannot be covered within the approved EISCAT budget and the decommissioning reserve, relating to the removal of facilities in their countries (or may dispose of them in any other way they wish). In such host Associates take-over, all other Associates will immediately surrender all further capital interests in those facilities.
- d. If the Association decides to completely cease its activities in the territory of one of the host Associates permanently or for a period exceeding three years, and that Associate does not wish to take over the affected facilities, necessary decommissioning costs shall be covered by the approved EISCAT budget and the decommissioning reserve. In such ceasing case, the host Associate shall be entitled to a notice period of at least three years.

14. Property of the Association

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

15. Withdrawal from the Agreement

- a. Individual Associates may withdraw from the Association by communicating their intention in writing to the other Associates before 30 September of the current financial year to take effect on 31 December of the last full financial year of the Associate's current commitment to the Association (Paragraph 2.h above).

- b. In the event that an Associate announces its intention to withdraw, other Associates shall have an additional three months to revise and announce their own intentions.
- c. Unanimous decisions of the Council shall be deemed to exclude withdrawing Associate(s), but the remaining members may not take decisions which obligate withdrawing Associate(s) to vary their financial contributions.
- d. A withdrawing Associate shall retain its rights and obligations up to the date of its withdrawal. Up to the date of its withdrawal, a withdrawing Associate may transfer all its rights, commitments, and obligations to a new Associate approved by unanimous decision of the non-withdrawing delegations to the Council.
- e. A withdrawing Associate shall normally surrender its interests, including capital interests in the Association's facilities, Intellectual Property Rights, and Patent rights. In such cases, the obligations of the withdrawing Associate may be waived by unanimous decision of the remaining Associates.
- f. Should an Associate hosting a site withdraw from the Association, it is obliged to ensure that the site shall continue to be available to the Association at costs to the remaining Associates no greater than those which appertained during the withdrawing Associate's membership plus inflation.

16. Duration of the Agreement

- a. This Agreement remains in force until the Associates unanimously decides otherwise.
- b. Upon the unanimous decision of the Associates to terminate the Agreement the facilities will be removed according to Article 13 and the Associates shall assure that the EISCAT data archive is transferred to public domain and that resources are made available, to the extent possible, for long-term availability of it.
- c. In the event of the termination or dissolution of the Association, except as provided in 16b above, the Council shall decide on the mechanisms to distribute or liquidate the Association's property, including but not limited to monies of all types, data, Intellectual Property Rights, and patent rights.
- d. At the termination of the Association, any residual capital or other assets, and all residual liabilities shall be distributed between the Associates according to the ownership formula given in Appendix 4.

Signature page

The Agreement was activated in 2017

A Novation Agreement due to change of UK Associate was activated in 2018

China Research Institute of Radiowave Propagation, Peoples Republic of China

National Institute of Polar Research, Japan

Norges forskningsråd, Norway

Suomen Akatemia, Finland

UK Research and Innovation, United Kingdom

Vetenskapsrådet, Sweden

Appendix 1

Definitions

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

Affiliate	A legal entity which agrees to provide funding for the operation of the EISCAT Scientific Association on a different basis to an Associate and without acquiring ownership. Affiliates may be individual institutions or foundations.
Associate	A legal entity which enters into a rolling agreement lasting at least five years with other Associates to provide funding and resources for the operation of the EISCAT Scientific Association. Associates will normally be national research councils, major national research institutions or their equivalents.
Association	Meaning the legal entity EISCAT Scientific Association.
Correspondence	Formal communication means physical letters, confirmed electronic mail, or telefax.
Funded	Travel expenses for Delegates and Representatives, Committee Chairpersons and external members attending Committee and other meetings are either covered by the individual Associates/Affiliates or the Association.
Host Associate	An Associate having significant components of the Association's infrastructure within its national territories.
Host Country	A country having components of the Association's infrastructure within its national territories.
In-kind contribution	An Associate or Affiliate may make non-monetary contributions to the Association's assets, for example by providing equipment, buildings, or software components. Such contributions shall be accounted as a property of the Association and as a financial contribution to the capital investment of the Association at a value agreed by the Council.
Membership Conditions	A set of terms and conditions decided by the Council.
Meeting	Meetings may be conducted by physical attendance of the parties at an agreed venue, or, where appropriate and when agreed by all the participants, remotely where some or all of the parties participate by tele-conferencing or other electronic means. Properly constituted and quorate meetings shall have equal validity irrespective of whether members are physically present or participate remotely.
Third party	A user, or group of users, normally located outside the territories of the existing Associates, who may be allocated observing time on the Association's facilities by direct purchase of observation time.
User	A user is any individual or group of individuals, including Associates, Affiliates, and their employees, who visits the facilities of the EISCAT Scientific Association for the purposes of using those facilities, or who makes use of data and information collected by the Association.

Appendix 2

Facilities

Tromsø Incoherent Scatter Radars

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

The UHF radar operates in the 930 MHz band with transmitter peak power 2.0 MW, 12.5 % duty cycle and 1 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 the longitudinal direction ($\pm 12^\circ$ off-boresight).

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

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

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

Tromsø Ionospheric Modification facility

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

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

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

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

Kiruna Radar Receiving Site

This site consists of a receiving facility and is located near Kiruna, Sweden.

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

The instrumentation is located in an operations building. The land and building are provided by the Swedish Institute of Space Physics, which rents both the land and the building (in-kind contribution by Sweden) from K2A Knaust & Andersson Fastigheter AB.

Sodankylä Radar Receiving Site

This site consists of receiving facility and is located near Sodankylä, Finland.

The antenna is a fully steerable 32 m parabolic dish antenna. The receivers include multiple channels. The data are pre-processed in signal processors, displayed and analysed in real-time and can be

recorded to mass storage media both locally and at the main storage facility. The whole radar system is controlled by computers, and can be remotely commanded from the other radar sites.

The instrumentation is located in an operations building. The land and building are provided by the University of Oulu, which rents both the land and building (in-kind contribution by Finland) from the Finnish state building administration (Senaatti-kiinteistöt).

The EISCAT Svalbard Radar

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

The radar site is near Longyearbyen on Spitsbergen, Svalbard.

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

The EISCAT Headquarters

The EISCAT Headquarters is located in Kiruna, Sweden.

The inventory belongs to EISCAT. The offices are rented from the Swedish Institute of Space Physics. The Headquarters is connected to the operational sites via the Internet.

Contributions to facilities at 31 December 2021

Depreciated Capital Investment and Capital Operating:

Contribution to facilities per 31 December 2021 in kSEK

Associates	Capital Investments		Capital Operating		Capital Total	
	Gross	Net ¹	Gross	Net	Gross	Net
Previous Associates	75 097	3 558	31 071	0	106 168	3 558
CRIRP (P. R. China)	2 556	1 278	1 742	236	4 298	1 514
NIPR (Japan)	71 832	36 892	1 912	107	73 744	36 998
RCN (Norway)	179 274	130 188	9 216	513	188 489	130 700
SA (Finland)	59 424	43 234	4 993	329	64 417	43 563
UKRI (United Kingdom)	123 009	75 083	17 314	244	140 322	75 327
VR (Sweden)	151 862	123 453	9 056	337	160 918	123 790
Total All Associates	(663 053)	(413 686)	(75 304)	(1 765)	(738 358)	(415 451)
Current Associates only	587 956	410 128	44 233	1 765	632 190	411 893

¹ Contributions to capital investments are depreciated over 30 years and over 5 years for capital operating. For capital investments, depreciation starts when the system became operational (mainland radars: 1981 and EISCAT Svalbard Radar: 1996)

Appendix 3

Contributions

The distribution of minimum agreed annual contributions, paid in national currencies, amongst the Associates and Affiliates was as follows in 2020-2021:

Contributions (Outcome 2020)

Associate	National Currency	in kSEK
CRIRP (P. R. China)	3 002 280 CNY	3 944
NIPR (Japan)	22 468 950 JPY	1 972
RCN (Norway)	5 415 000 NOK	5 616
SA (Finland)	374 483 EUR	4 006
UKRI (United Kingdom)	214 000 GBP	2 569
VR (Sweden)	5 670 000 SEK	5 670
Total		23 777

Contributions (Outcome 2021)

Affiliate	National Currency	in kSEK
DLR-SO, Germany	50 000 EUR	510
IRA-NASU, Ukraine	10 000 EUR	102
JHUAPL, USA	10 000 USD	85
KASI, S. Korea	700 000 SEK	700
KOPRI, S. Korea	350 000 SEK	350
METI, Int	145 000 SEK	145
Total		1 891

Appendix 4

Ownership and Timeshare Calculation

The ownership formula (1) below gives the share of the total EISCAT capital assets owned by each Associate.

The timeshare formulas (2) - (11) below specify the allocation of time from the special programme pool to individual Associates and Affiliates.

The special programme time is first shared between Associates and Affiliates based on the relative total contributions of Associates and Affiliates, as given by formulas (2) and (3).

An individual Associate's share of the total Associate share is then calculated differently (formula (4)) to an individual Affiliate's share of the total Affiliate share (formula (5)).

An exception to this is for an Affiliate who commits over 1 MSEK in a given year. In this case, a portion of their contribution and time share is treated as if that Affiliate were an Associate, as specified in formulas (6) - (11). Specifically, the first 1 MSEK of an annual Affiliate commitment X is all allocated to the Affiliate contribution A. For an annual commitment of between 1 and 2 MSEK, 50% of the amount above 1 MSEK is allocated as an Associate contribution and 50% of that amount as an Affiliate contribution. For commitments over 2 MSEK, the amount above 2 MSEK is allocated 100% as an Associate contribution. In each case, the allocation to the Associates contribution is an average of the commitment and past contributions over the D years up to and including the current year.

Ownership Formula for Associates: $O = C / \sum C$ (1)

Formula for special programme division between Associates and Affiliates:

Associates share $\sum B / \sum [A + B]$ (2)

Affiliates share $\sum A / \sum [A + B]$ (3)

Individual share of Associates share: $S_{\text{Associate}} = [C + B * D] / \sum [C + B * D]$ (4)

Individual share of Affiliates share: $S_{\text{Affiliate}} = A / \sum A$ (5)

Contribution formulas for Affiliates (all values in MSEK):

For $X < 1$ MSEK

$A = X$ (6)

$B = 0$ (7)

For $1 \text{ MSEK} < X < 2 \text{ MSEK}$

$A = 1 + 0.5(X - 1) = 0.5 + 0.5X$ (8)

$B = 0.5(\bar{X} - 1)$ (9)

For $X > 2$ MSEK

$A = 1.5$ (10)

$B = 0.5 + \bar{X} - 2 = \bar{X} - 1.5$ (11)

Where:

- O = Individual Associate's ownership share
- $T_{\text{Associate}}$ = Individual Associate's share of special programme time on the combined facilities
- $T_{\text{Affiliate}}$ = Individual Affiliate's share of special programme time on the combined facilities
- A = All or part of annual Affiliate contribution based on formulas (6) - (11)
- B = Annual committed contribution by an Associate for the coming [D] years or part of annual Affiliate contribution over the previous [D] years based on formulas (6) - (11)
- C = Sum of individual Associate's annual contributions to capital investment, depreciated over 30 years from the date when the investment becomes operational, plus sum of annual contributions to capital operating, depreciated over 5 years, plus Joining Fee (or other additional voluntary contributions), depreciated over 30 years
- D = Number of future years for which the Associate's commitment is made, or number of consecutive years for which the Affiliate's earlier contributions are averaged
- X = Annual commitment from an Affiliate
- \bar{X} = Annual average contribution from an Affiliate over the D years up to and including the current year

Example distribution:

Based on 2 524 hours³ of active mode observing time and contributions as stated below:

Distribution of hours between the different active modes and systems (target for 2022)

Hours	Distribution	System			Total
		E3D	Other ²	Svalbard	
Special Programmes	54,44%	0	920	455	1 374
Common Programmes	35,65%	0	504	396	900
Peer review programmes	7,92%	0	112	88	200
EISCAT hours ³	1,98%	0	28	22	50
Other hours	0,00%	0	0	0	0
Total	100,00%	0	1 564	961	2 524

² Heating, UHF and VHF radars

³ System tests and staff time

Calculation of timeshare and ownership:

Timeshare and ownership calculation - Associates

Formula	Capital Total		Committed Contributions			$T = C + B \cdot D / \Sigma C + B \cdot D$	$O = C / \Sigma C$
	Gross	C Net	B in kSEK	D for (years)	In total	Timeshare	Ownership
Associates							
Previous Associates	106 168	3 558					
CRIRP (P. R. China)	4 298	1 514	3 944	5	19 718	4,00%	0,37%
NIPR (Japan)	73 744	36 998	1 972	5	9 860	8,83%	8,98%
RCN (Norway)	188 489	130 700	5 616	5	28 082	29,92%	31,73%
SA (Finland)	64 417	43 563	4 006	5	20 030	11,98%	10,58%
UKRI (United Kingdom)	140 322	75 327	2 569	5	12 844	16,61%	18,29%
VR (Sweden)	160 918	123 790	5 670	5	28 350	28,66%	30,05%
Total All Associates	(738 358)	(415 451)					
Current Associates only	632 190	411 893	23 777		118 885	100,00%	100,00%

³ Active mode (transmitting), regular hours. Calculation based on outcome 2021 data

Distribution of Special Programme time between Associates and Affiliates:

Special programme time is distributed between Associates and Affiliates as follows

Type	Timeshare	Hours
Associates	92,63%	1 273
Affiliates	7,37%	101
Total	100,00%	1 374

Special Programme time distribution within the Associates category

Associates	Timeshare	Hours
AA (All Associates)	n/a	100
CRIRP (P. R. China)	4,00%	47
NIPR (Japan)	8,83%	104
RCN (Norway)	29,92%	351
SA (Finland)	11,98%	141
UKRI (United Kingdom)	16,61%	195
VR (Sweden)	28,66%	336
Total	100,00%	1 273

Special Programme time distribution within the Affiliates category

Affiliates	Timeshare	Hours
DLR-SO, Germany	26,94%	27
IRA-NASU, Ukraine	5,39%	5
JHUAPL, USA	4,47%	5
KASI, S. Korea	37,02%	37
KOPRI, S. Korea	18,51%	19
METI, Int	7,67%	8
Total	100,00%	101

STATUTES

EDITION 2021

GENERAL PROVISIONS

1. Name and Seat

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

OPERATION OF ASSOCIATION

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

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

2. The Council

- a. The Council assumes overall responsibility for the activities of the Association.
- b. The Council consists of a Delegation of each Associate with a maximum of three persons from each Associate.
 - i. A Delegation consists of one Delegate and Representatives.
 - ii. The Delegate will have a named Deputy.
 - iii. The Associate will normally name the Delegation no later than two months before a Meeting of Council.
- c. The Council shall be considered quorate when each Associate is represented by its delegate, either by physical presence, teleconferencing, or by properly executed proxy arrangements recorded in the formal minutes.
- d. The Council makes decisions by simple majority of the delegations, except in the case of:
 - i. The annual capital and recurrent operating budget and staff complement.
 - ii. The estimates of resources required for the five years following the budget year.
 - iii. Any delegation, other than to the Director, of the authority to represent the Association.
 - iv. The acquisition or assignment of patents, the granting of licenses, and the Association's policy regarding Intellectual Property Rights.
 - v. Approval of In-kind contributions.
 - vi. Changes to the Agreement or Statutes of the Association.
 - vii. Conferring of Associate rights and status.Which will require unanimous decision.
- e. The Council may, by unanimous decision, delegate matters for consideration to the Council Committees or to Sub-Committees which it may establish from time to time.

- f. Where Council delegates have conflicts of interest in particular areas, such conflicts must be declared and delegates must play no part in the relevant discussions and decisions unless unanimously agreed by the other delegations. Where delegations are not represented as a result of this Clause, unanimous decisions of the remaining delegations shall be treated as unanimous decisions of the whole Council.
- g. Each Delegation has one vote in the Council.
 - i. Delegations may be represented by proxy if necessary.
 - ii. In the event of a tied vote the weight of each vote is accounted according to the percentage observing time of the Associates as defined in Article 4 of the Agreement.
 - iii. If no agreement can be reached after two successive meetings of the Council, such matters shall be referred to arbitration as described in Article 11 of the Agreement.
- h. The meetings of the Council are not public.
- i. An Affiliate can name an observer to attend Council in a non-voting capacity. The Affiliate will normally name the observer no later than two months before a Meeting of Council.
- j. Unless the Council decides otherwise the Director shall attend the meetings in a non-voting capacity. The Chairpersons of the Administrative and Finance Committee, the Scientific Advisory Committee and Chairpersons of other Sub-Committees are also invited to attend the Council meetings in a non-voting capacity. Further persons may attend the Council meetings as observers in a non-voting capacity at the invitation of the Council.
- k. The Council may decide to meet in restricted session.

3. Chairperson and Vice-Chairperson of the Council

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

4. Action by the Council

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

5. Minutes of Meetings of the Council

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

6. The Director

- a. The Director is appointed, and can be dismissed, by the Council.
 - i. The Director position shall always be openly announced. The Council is responsible for ensuring that the announcement is made public 18 months prior to the start of employment as Director. The announcement shall be made through sufficiently high profile and relevant media and other channels to ensure a wide reaching and international recruitment exercise. Prior to the start of the recruitment process, and before the appointment decision is made, Council members must declare potential conflicts of interests.
 - ii. The Council shall appoint an evaluation committee with the responsibility to evaluate, interview and rank the most promising candidates. The findings are reported to Council who selects the final candidate for contract negotiations.
 - iii. The Chairperson of Council is responsible for negotiating the employment contract with the selected candidate. Council is responsible for approving the final contract.
 - iv. In the event that the recruitment process is not successful, the Council can appoint an interim director or prolong the term of the acting Director for a limited period up to one year.
- b. The Director shall assume legal and financial responsibility for the management of the facilities and staff of the Association.
- c. The Director shall implement the decisions of the Council.
- d. The Director will nominate an appropriate deputy, approved by Council, to act on his/her behalf in cases of urgency.
- e. The Director, where appropriate in consultation with the Administrative and Finance Committee, shall submit to the Council each year:
 - i. An annual report of the Association's activities during the previous financial year, including a statement of the time the facilities have operated, and an analysis of the sharing of observation time,
 - ii. A summary of scientific highlights as supplied by the Scientific Advisory Committee,
 - iii. The final accounts for the previous financial year,
 - iv. A report on the financial position for the current financial year,
 - v. An itemized budget for the following financial year, including an estimate of receipts together with a staff complement plan and estimates of resources required for the following five years.

- f. The Director shall be responsible for implementing the budget approved by the Council according to the Council's instructions.
- g. The Director shall be responsible for the day-to-day scheduling of the scientific programme.
- h. The Director shall represent the Association in court and in all civil affairs unless otherwise decided by the Council.

7. Administrative and Finance Committee

- a. Council establishes an Administrative and Finance Committee with a Chairperson elected by the Council. The Chairperson shall normally be an existing member of the Council and if this is not the case shall be invited to attend meetings of the Council. The Chairperson will serve for a period of two years and is funded by the Association. If the committee elects from among its members a Vice-Chairperson, the Vice-Chairperson should not come from the same country as the Chairperson.
- b. Each Associate may nominate a member to the Administrative and Finance Committee, funded by the Associate.
- c. The EISCAT Director and senior administrative staff shall attend meetings. Others may attend meetings with the agreement of the Chairperson.
- d. The Administrative and Finance Committee reviews, and advises the Council on matters relating to finances, administrative and legal issues within the Association and shall conduct its business according to its Terms of Reference set by Council.

8. Scientific Advisory Committee

- a. Council establishes a Scientific Advisory Committee with a Chairperson elected by the Council. In the case that the Chairperson is not an existing member of the Council, he or she shall be invited to attend meetings of the Council. The Chairperson will serve for a period of two years and is funded by the Association. If the committee elects from among its members a Vice-Chairperson, the Vice-Chairperson should not come from the same country as the Chairperson.
- b. Each Associate and each Affiliates may nominate a member to the Scientific Advisory Committee funded by the respective Associate or Affiliate. The Scientific Advisory Committee may also include external members funded by the Association.
- c. The EISCAT Director and EISCAT staff relevant to the issues being discussed shall attend meetings. Others may attend meetings with the agreement of the Chairperson.
- d. The Scientific Advisory Committee advises the Council, the Council Committees, and EISCAT executives on matters relating to the scientific programme and development and shall conduct its business according to its Terms of Reference set by Council.

9. Headquarters and Working Language

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

10. Liability of the Association

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

11. Auditing

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

12. Policies and Regulations

- a. Policies and regulations supplementing the Agreement, its Appendices and these Statutes shall be prepared, as needed, and approved by the Council. Such policies and regulations, once adopted, shall become an integral part of the overall terms and rules for the Association.
- b. Requests for amendment, including proposals to revoke, such policies and regulations shall be made in writing and submitted to Council for consideration.

FINAL PROVISIONS

13. Amendment of the Statutes

Requests for amendment of the Statutes shall be made in writing and submitted to Council for consideration.

EISCAT FINANCIAL RULES

EDITION 2021

GENERAL PROVISION

1. Authority

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

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

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

2. Rules Applicable

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

3. Financial Year

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

4. Accounting Unit

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

ACCOUNTING

5. Accounting System

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

5.2 Non-consumable goods and property acquired as an in-kind contribution of an Associate shall be included in the accounts at cost. In-kind provided infrastructure of the EISCAT facilities, as referred to in Appendix 2 of the Agreement, are to remain the property of the appropriate bodies in the respective countries and to be shown in EISCAT accounts, valued as trust assets and liabilities held in trust by EISCAT.

6. Annual Accounts

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

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

7. Finalisation of the Annual Accounts

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

BUDGETS

8. Budgetary Principles

8.1 Expenditure and income shall be budgeted separately.

8.2 The budget estimates shall apply to expenditure and income for the financial year to which they relate and in which they will probably accrue. Depreciation shall not be budgeted. Inventory items shall be budgeted at cost. A portion of the budget estimate shall be directed to the build-up of a Decommissioning Reserve.

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

8.4 Income, except for contributions from the Associates, shall be off-set against the operating budget of the Association. The budget shall be balanced by contributions of the Associates.

8.5 In-kind contributions shall be budgeted as if the Association received funds and incurred expenditure.

9. Presentation and Approval of the Budget

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

10. Use of Insurance Reimbursements

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

11. Authorization of the Director

11.1 Once adopted by the Council, the budgetary appropriations and the staff complement plan are binding. By virtue of them, the Director is authorized to enter into commitments for the budget year and to make payments as liabilities mature.

11.2 Unless authorized by the budget, the Director may not enter into commitments maturing in later years.

11.3 Notwithstanding the budgetary authorization mentioned in Articles 11.1 and 11.2 above, commitments to be entered into by the Director and falling within the limits stated in Article 22 are subject to prior approval by the stated body.

11.4 The Director is authorized to call up the annual contributions from Associates in accordance with the approved budget and the principles for the call-up of contributions as provided in Article 14.

11.5 If necessary the Director may incur expenditures exceeding the detailed budgetary appropriations plus possible Council agreed appropriations transferred from the previous financial year if coverage can be provided within the total available income.

11.6 Expenditure in excess of Article 11.5 above requires prior approval by the Council.

12. Interim Budgetary Measures

If the budget has not been approved at the beginning of the financial year, the Director is authorized to spend in the current year one twelfth per month of the expenditure approved in the recurrent budget for the previous year, or one twelfth per month of the expenditure proposed in the recurrent budget for the current year, whichever is the lesser, until the approval of the budget is forthcoming.

Payments in respect of investments (capital operating and investment budgets) may be made only for commitments entered into in previous financial years.

13. Budgetary Control

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

FINANCIAL AFFAIRS

14. Call-up of Contributions

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

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

15. Cash Management

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

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

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

16. Contracts

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

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

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

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

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

17. Insurance

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

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

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

18. Other Commercial Business

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

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

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

19. Personnel Administration

19.1 The Chairperson of Council is responsible for negotiating employment contracts to be concluded with the Director and shall, after approval by Council, sign such contracts on behalf of Council. An incoming Director is appointed for up to five years and the contract may include a severance pay scheme. A Director can be reappointed, after an open recruitment process, for one⁴ additional up to five-year term.

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

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

20. Allowances for Direct Employees

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

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

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

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

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

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

⁴ Rule introduced for incoming Director's starting after 2022.

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

21. Gifts

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

22. Form of Commitments

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

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

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

23. Verification of Invoices

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

23.2 The authorization of payments shall be based on supporting vouchers and such other documents as are necessary to ensure that the respective services or goods have been received, that the contract conditions have been observed, that payment has not previously been made and that adequate and reasonable checks have been completed.

24. Payments

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

25. Signatures

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

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

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

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

FINAL PROVISIONS

26. Final Provision

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

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

GENERAL

1. Provisions in these rules and other rules of the Association which affect the placing of contracts shall always be interpreted so as to ensure the most effective deployment of the Association's resources.
2. Whenever possible contracts shall be placed at fixed prices. Exchange rate- and indexation-clauses shall be avoided as much as possible.
3. The Contract shall normally be awarded, following a competitive exercise, as outlined in paragraph 5 - 11, 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. For contracts with an estimated value of 50 000 SEK or more, the Association shall request competitive offers from at least three different firms or organizations active within the countries of the Associates. The procedures are:
 - (a) For contracts with an estimated value between 50 000 SEK and 1 000 000 SEK pre-selected firms and organisations shall be invited to submit competitive offers.
 - (b) For contracts with an estimated value over 1 000 000 SEK, the Association shall assure that firms and organizations relevant for the purchase and active within the countries of the Associates are informed about the tendering process and that competitive offers are encouraged.
6. 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.
7. If there are not at least 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.
8. If there still are no firms or organizations available to fulfil the required specifications, then the Association shall internally consider the inputs from received offers and revise the competitive offer. 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.

Terms of Reference of EISCAT Council and EISCAT Committees

EDITION 2021

This document further describes the purpose and functions of the EISCAT committees that are defined in the Statutes, and of the present EISCAT ad-hoc committees as well as the work-flow of the planning within the Association.

I. Council

The EISCAT Council is the governing body of EISCAT and has overall responsibility for the activities of the Association. Its responsibilities include:

1. the strategic direction of the Association and annual review of the 5-year Strategy Plan.
2. appointment of the EISCAT Director
3. appointment of standing committees and time-limited groups
4. approval of an annual budget
5. approval of annual accounts

The Council membership is defined in the statutes. The Council is usually chaired by a member of each delegation in rotation.

II. Administrative and Finance Committee (AFC)

The Administrative and Finance Committee shall:

1. advise the EISCAT Council on matters relating to administrative, financial and legal issues including, but not restricted to:
 - i. annual and longer-term capital and recurrent budgets
 - ii. annual accounts
 - iii. rules and procedures for all finance, procurement, insurance, administration and personnel matters
2. advise the EISCAT Council on other administrative and financial matters referred to it by Council
3. without prejudice to the above, act as a source of support and advice, on administration and finance matters, to the EISCAT Director and senior administration staff
4. take decisions on administrative and financial matters on which authority has been delegated by the Council
5. ensure the timely submission to the Council of budgets and accounts
6. submit a written report to each ordinary meeting of the Council

The AFC membership is defined in the statutes.

III. Scientific Advisory Committee (SAC)

The Scientific Advisory Committee shall:

1. advise the EISCAT Council on matters relating to science and technology including, but not restricted to:
 - i. the science and observation programmes
 - ii. the design and construction of facilities

2. advise the EISCAT Council on scientific and technical matters referred to it by Council
3. without prejudice to the above, act as a source of support and advice, on science matters, to the EISCAT Director and staff
4. take decisions on science matters on which authority has been delegated by the Council
5. submit a written report to each ordinary meeting of the Council

The SAC membership is defined in the Statutes.

IV. Strategy Group

Council may appoint a Strategy Group to propose a strategic plan for EISCAT operations over a five year period. The Strategy Group shall:

1. consult with the Scientific Advisory Committee on opportunities and priorities of EISCAT activities
2. consult with the Administrative and Finance Committee on costs and operational issues
3. consult with Associates and Affiliates
4. consider the strengths and weaknesses of EISCAT in an international context
5. consider the opportunities for attracting additional Associates and Affiliates
6. consider the opportunities for attracting income from other sources
7. provide advice on any issue requested by the Council
8. submit a proposed strategic plan to the Council
9. submit written reports as requested by the Council

The Chair and membership of the Strategy Group should be decided by Council. The membership should include at least one, and no more than two, members of the Council. At least two members should be internationally recognised scientists from countries that are not members of EISCAT. The Chair of the Strategy Group should be a member of Council. The EISCAT Director shall attend meetings. Others may attend meetings with the agreement of the Chair. The EISCAT headquarters shall provide the secretariat support for the Strategy Group.

V. Workflow of EISCAT Council and Committees

A coherent workflow related to strategic and operational planning and reporting shall equip the Council to make informed decisions.

1. Strategic Planning

An ad hoc Strategy Group is established to draw up a draft 5-year Strategic Plan to be approved by the Council, taking advice from SAC and AFC. The plan shall cover all aspects of EISCAT from science through infrastructure to finance and administration and will contain a 5-year budget plan and the plans for the EISCAT_3D project as important elements. The Strategic Plan is annually reviewed by Council and changes made as necessary. The approved plan, or its summary, shall be made public. After four years, Council will appoint a new Strategy Group to restart the cycle and draw up a new Strategic Plan.

2. Operational Planning

The Strategic Plan will be the starting point for an annual Operational Plan drawn up by EISCAT management. Council will take account of the advice of the SOC and AFC in approving the Operational Plan for the forthcoming year, including budgets as well as scientific, operational and financial targets.

3. Reporting

Each year the EISCAT management will provide an Annual Operational Report to Council on the delivery of the previous year's Operational Plan, including infrastructure, budgets, staff and

operations. It will report on progress in meeting the targets set out in the Operational Plan. This internal Annual Operational Report will be complementary to the published Annual Reports.

VI. Guidelines for in-kind contributions

Contributions in kind need to be evaluated in terms of their economical and operational consequences for the Association and in terms of their contribution to fulfilling the scientific goals of the Association (“priority research”). Based on the Strategic Plan the AFC and SAC shall advise Council how to budget contributions that are not specifically targeted to the major scientific goals of the Association. The comparison given in the table below may serve as a guideline.

	In-kind (Priority Research)	In-kind (Related Research)	In-kind (Unrelated Research)
Value to EISCAT	Investment is fully relevant to EISCAT scientific and strategic priorities.	Investment is partly relevant to EISCAT scientific and strategic priorities.	Investment using EISCAT site and infrastructure but of no value to EISCAT scientific and strategic priorities.
Operational costs	Operational costs fully met by EISCAT	Operational costs divided between EISCAT and contributing Associate or Affiliate in proportion to contribution to EISCAT scientific and strategic priorities.	Operational costs fully met by contributing member or third party
Access to data	Compatibility with EISCAT data policy required	Compatibility with EISCAT data policy required	Open access to data encouraged
Decommissioning	The relative responsibilities of EISCAT and the contributing Associate, Affiliate, or third party for decommissioning and meeting the decommissioning costs, to be decided at the time of the agreement that values the investment		

EISCAT Code of Conduct

EDITION 2021

Carrying out scientific work of the highest standard requires a high level of professionalism and integrity in the performance of work from all participants. Research work also largely benefits from an environment of good working relations characterized by an atmosphere of tolerance and mutual respect. Bearing in mind that achieving these qualities in a community is an ongoing process that needs a continuous effort of all and that these goals are not easily quantifiable and partly depend on subjective sensation and specific situations, the Code below shall serve as a guide for behaviour within the EISCAT community. The members of the EISCAT community comprise of individuals working at or for EISCAT or working with EISCAT data, or within the EISCAT governance structure and EISCAT committees. EISCAT Council expects all members of the EISCAT community to comply with this code, to reflect on it and to suggest its revision whenever needed.

To aspire to a high standard of professionalism and integrity members of the EISCAT community agree to:

- Familiarize themselves with all applicable rules and regulations at the EISCAT sites and within the Association, including those designed to ensure a safe and healthy environment.
- Exercise given authority responsibly and abstain from using their authority or position to obtain personal benefits or favours.
- Demonstrate fairness and impartiality.
- Ensure to give credit to others for their contribution.
- Avoid conflict of interest or situations that could be perceived as such.
- Refrain from any act or omission designed to deceive others, or to achieve a gain resulting in a loss of funds or reputation for EISCAT.
- Safeguard confidential information, documents or data, and ensure that such material given to them is properly protected.
- Respect the privacy of others and protect personal information given in confidence.
- Appreciate that their behaviour, both within the EISCAT community and outside EISCAT, may reflect upon EISCAT.
- Protect the reputation of EISCAT and their colleagues in communications with internal and external parties.
- Appreciate the responsibilities which accompany the privileges and immunities which may be granted to them for the benefit of EISCAT.

To create a working environment that is characterized by a high degree of tolerance and mutual respect the members of the EISCAT community agree to:

- Address conflict proactively and impartially.
- Abstain from and actively discourage all forms of harassment as well as verbal, non-verbal, written or physical abuse.
- Respect and value differences.
- Promote inclusiveness in the workplace in terms of both personal characteristics and professional abilities.
- Treat others with tact, courtesy and respect.
- Abstain from and actively discourage discrimination in all forms.
- Avoid offending others by exercising restraint, and be aware that statements or actions not intended to be offensive to another person may be perceived as such.
- Refrain from unpleasant or disparaging remarks or actions, in particular on the basis of sex, age, religion, beliefs, nationality, culture, ethnicity, race, sexual orientation, professional status, disability, or family situation.

Violation of the Code of Conduct

In the event of anyone having a concern about a violation of the EISCAT Code of Conduct, they should first attempt to raise and resolve the concern with the people involved. They should also be able to raise the matter with their supervisor, the EISCAT director or a Council member and involved persons are expected to treat conflicts and complaints responsibly and considerately. If this is inappropriate or unsuccessful then they should if possible use existing mechanisms within relevant national organizations to resolve the concerns. Failing this, unresolved concerns should be referred to an EISCAT Council member who will initiate the formation of an adHoc committee to consider and resolve the concern. The committee shall comprise a subset of Council members and other people not having direct interest in the concern.

EISCAT Data Policy

EDITION 2021

This policy refers to data collected by any of the instruments listed in Appendix 2 of the EISCAT Agreement. It does not apply to data collected by external instruments in conjunction with EISCAT experiments.

1. Description of data products

The chain of data levels described here starts from the digital signal processing in the receiver system.

Level 1. Voltage-level data samples.

Level 2. The time integrated power spectral data, decoded from the voltage data. The data obtained from passive observations or the data from other EISCAT instruments are also Level 2 data.

Level 3. The physical parameters that are derived from the level 2 data. At present these are the profiles of physical parameters of the ionospheric plasma (electron density, electron temperature, ion temperature, ion velocity).

Level 4. External value-added data products. They are normally derived by the users in a process that combines EISCAT data with data from other sources.

Metadata. The operational parameters accumulated at all sites, like antenna pointing, output power, radar pulses and data processing used are stored and denoted here as metadata.

2. Data Collection, Storage, and Access

All data collection, storage, and access is made or arranged by EISCAT through the EISCAT staff.

Level 1 data are not stored at wide bandwidth, though band-limited measurements are stored as resources permit. EISCAT also stores wide-bandwidth Level 1 data for limited time to generate further data products. For well-defined research or development projects users can apply for specific sets of wide-bandwidth Level 1 data to be stored. Such applications will undergo technical and scientific reviews before final consideration. When approved, an agreement must be formulated on the life span of the collected data with a scheme of what data products will be delivered to the EISCAT data archive including a time line for this delivery.

Level 2 data are archived by EISCAT. These data are for exclusive use of the user who carried out the observation during 1 year, and for exclusive use within the EISCAT membership for 2 following years. In the case of newly developed data products that are produced over a time span exceeding 2 years, these are for exclusive use within the EISCAT membership for two years after final production. Users can apply for extended time of exclusive use. Those users carrying out the observations can also reduce the period of exclusive use to open up public access at an earlier time.

Level 3 data are archived by EISCAT. Preliminary, un-validated level 3 data are normally generated in real time and are made available as quick-look plots. These plots are not intended for scientific publication or presentation. Validated level 3 products are made available and archived by EISCAT at a later date as workforce permits. These are for the exclusive use of the user that carried out the observations until 1 year after the observation, at which time they will be made publicly available. Users can reduce the period of exclusive use if they wish.

Level 4 data are normally not archived by EISCAT. When level 4 data are published by the users, it is subject to the same exclusivity as the level 2 or 3 data that was used to create it. Reference to the origin of the data and to the association needs to be given and EISCAT always needs to be informed of the publication. Any usage of data that is not intended for basic research resulting in scientific publications needs to be negotiated with Council in advance.

Operational parameters (metadata) like antenna pointing, output power, radar pulses and data processing used are open to the public at any time.

3. Data Ownership and Acknowledgement

1. Ownership of all EISCAT Level 1-3 data shall be permanently vested in the EISCAT Scientific Association, for the benefit of all the Associates and Affiliates.
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 required to send reprints of papers in electronic form to the EISCAT Headquarters where a file of EISCAT publications will be kept. Authors are also encouraged to send pre-prints of papers in advance of peer review and publication.
4. A summary of observations shall be published in the EISCAT Annual Reports.

4. Transparency and Logging of EISCAT Operations

1. EISCAT shall strive to have full transparency in its operations and with respect to the data generated. All observation campaigns shall be clearly documented and the campaign log shall be available for inspection in accordance with the EISCAT Agreement.
2. Generally, data segments containing radar echoes from resident space objects shall be filtered out at a low processing level. When such filtering is not adequate to reach the objectives of the approved observation campaign, special care⁵ must be taken to avoid a breach of the Objects and Means of the association as laid down in the EISCAT Agreement.
3. EISCAT raw data containing radar echoes from satellites shall not be distributed to other agencies.

⁵ Regulated in a procedures document

EISCAT Membership Conditions

EDITION 2021

General

New Associates and Affiliates need to demonstrate scientific competence on an international level and need to be prepared to contribute with their scientific expertise to the association. They are expected to carry out or fund basic research that is published in internationally accepted scientific journals and/or to have an independent external scientific evaluation system in place.

Associates

EISCAT Associates provide the basic conditions for running the Association, take full responsibility for the Association and determine the overall direction of its development. They are expected to make a significant initial payment into the Association that is related to achieving its scientific and strategic goals and to contribute to the operational costs, maintenance, and decommissioning in a proportion that is related to their initial payment and that allows that the minimum required operation costs be covered by the Associates. It is understood that Associates intend to make a long-term commitment and that they give a five-year notice before leaving the Association. At present the initial payment of a new Associate should ideally at least correspond to 5% of the total investment currently planned for new EISCAT instruments⁶. The Associates decide on a common observation program and on data formats, they have guaranteed observation time according to an agreed time-share formula and access to the archived data of the Association. Associates will normally be National Research Councils, their equivalents, or major national institutions.

Affiliates

EISCAT Affiliates can join the Association on a smaller level of financial contribution responsibility, and other commitments. The Affiliates have guaranteed observation time according to an agreed time-share formula and access to the archived data of the Association. The expected minimum payment of Affiliates to the Association should grant observation time that permits the Affiliate to run at least one independent observation campaign per year⁷. Affiliates will normally be individual institutions or foundations.

The EISCAT Associates establish the governing EISCAT Council and its committees. Affiliates have vested membership in the EISCAT Science Advisory Committee and observer status in Council.

⁶ EISCAT at present, May 2013, plans a major investment into the new EISCAT_3D system that is equivalent to approximately 1 100 MSEK (130 MEUR).

⁷ This corresponds at present to a minimum fee equivalent to 100 000 SEK (12 000 EURO).

EISCAT Scientific Programmes and Observing Time Policy

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This document describes the experimental programmes that are given in Agreement and Statutes of the EISCAT Scientific Association and the guidelines for user access to the programmes. These Guidelines apply to the use of all EISCAT facilities, including at present the EISCAT UHF and VHF radars (including the remote VHF receiving sites in Kiruna and Sodankylä), the Ionospheric Heating facility, the Dynasonde at Tromsø and the EISCAT Svalbard Radar in Longyearbyen. They will also apply to the future EISCAT_3D system. In cases of disagreement, the Agreement and Statutes shall take precedence over these Guidelines.

All observations within the programmes listed below, as well as all other proposals for using the systems are technically reviewed by EISCAT. The technical review shall assure that experiments are not damaging to the EISCAT systems and that resources are used in an efficient and meaningful way.

1. Description of Observation Programmes

Observing time shall be divided between programmes common to all Associates and Affiliates (Common Programmes), special programmes of Associate and Affiliate scientists (Special Programmes) and peer-reviewed programmes (Open Programmes).

Common Programmes are conducted for the benefit of the entire user community and the resulting data products are immediately available to all scientists in the countries or institutions of the EISCAT Associates and Affiliates. Common Programmes are often done simultaneously with other radars around the world. Such operations are scheduled through the URSI Incoherent Scatter World Days working group. Common Programmes also include Unusual Programmes (UP), which are operated ad hoc during special conditions. The EISCAT Common Programmes are negotiated by the users and fixed by EISCAT Council in collaboration with the Science Advisory Committee (SAC).

Special Programmes comprise individual experiments dedicated to specific objectives that are carried out by individual user groups. The Special Programme observation time is distributed based on a formula taking into account the investment of the Associates and Affiliates into the system and their contribution to the operational cost in an annual fee.

Open Programmes comprise individual experiments carried out by individual users or user groups to whom EISCAT grants observation time based on the scientific merit of the experiment proposal. The observation time within the Open Programmes is freely distributed to scientists from any country on the basis of peer review.

2. Organization of Common Programmes

1. The Common Programmes (CP) address research topics of interest to the broad EISCAT community and in particular long term routine observations. A regular schedule of well-designed operations shall be adopted.

2. The EISCAT Scientific Advisory Committee (SAC) shall advise the EISCAT 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 Chair 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 this policy.

3. Admission to Special Programmes

1. Each Associate and Affiliate should set up an internal review system of their choice to consider proposals for Special Programmes submitted by scientists of that Associate or Affiliate. Prior to the internal review all proposals are technically evaluated by EISCAT. Proposers may request that their proposals be held in confidence, but EISCAT may file information on all proposals submitted for the purpose of strategic planning within EISCAT.
2. Each Associate and Affiliate shall appoint a contact person (Schedule Representative) with whom EISCAT shall discuss the matters concerning proposals submitted by that Associate or Affiliate.
3. Proposals which have been allocated observing time under the above review system shall be submitted to EISCAT in a standard format available from EISCAT.
4. The user-defined operation of the system needs to be approved by EISCAT prior to the observations run and needs to be communicated to EISCAT and negotiated with EISCAT well in advance.
5. User groups 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), EISCAT shall either schedule the programme as requested or suggest alternatives if that is impossible.
7. Where proposals from two or more user groups are identical, or nearly identical, EISCAT shall suggest to the respective contact persons and experimenters - if the proposals so indicate - a pooling of effort and a sharing of observing time. If the users find an agreement to share their activities, the amount of observing time allotted to such a shared effort shall be a matter of mutual agreement.
8. The users are invited to involve members of the EISCAT staff as participating members in their scientific programmes, but the decision on joining or not joining such a programme is up to the individual staff member. 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.
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 Chairperson. Conflicts resolved in this manner shall be reported to the next SAC meeting.

3. Admission to Open Programmes

1. Proposals for Open Programmes are peer reviewed. Prior to this review all proposals are technically evaluated by EISCAT. Open Programme observations shall be granted solely on the basis of the scientific merit of the proposal.
2. Observations carried out and data products generated within the Open Programme are handled similarly to the operation and data products of Special Programmes.

4. Other Use of EISCAT

1. Common Programmes can be interrupted, for example in support of rocket launches, special satellite passages or at short notice during unexpected or unusual phenomena. Such interruptions shall be kept to a minimum and must be approved by the EISCAT staff in charge of the programme. Such data shall form part of the Common Programme. The circumstances of such interruptions shall be reported at the next meeting of the SAC.

2. 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 EISCAT staff in charge of operations may take the initiative. The data collected in this mode shall belong to the Common Programme and all Associates and Affiliates shall be notified as soon as possible of such observations. The SAC shall discuss any such occurrences at its next meeting.
3. Third parties may make use of EISCAT on terms approved by the Council. Scientific collaboration with scientists or scientific institutions from outside the EISCAT community is to be encouraged.
4. A small fraction of the Special Programme observing time shall be available for EISCAT staff to be apportioned at the discretion of the Director.

EISCAT Intellectual Property Rights Policy

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1. EISCAT shall where practicable seek to own the intellectual property rights in its work. For developments carried out in collaboration with other parties EISCAT shall seek to secure the rights for free use of the results including those in the ownership of other parties.
2. It shall grant a royalty free non-exclusive licence over its intellectual property rights to any individual or organisation for basic research and non-commercial purposes that are in line with the aims of the Association.
3. All other use of the EISCAT's intellectual property shall be handled on a case by case basis.
4. Any discoveries, inventions, or patent rights, which result from the discharge of employees duties, shall be the property of EISCAT, which will pursue the intellectual property rights where applicable. Twenty-five percent (25%) of any net commercial benefits to EISCAT of such property rights shall be paid to the employee in a mutually agreeable form.
5. For staff not employed by EISCAT directly the intellectual property rights may be determined in contracts with the host institutions.



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