Statutes for SIOS

15 January 2019
## Revision history

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<td>2</td>
<td>2019-01-15</td>
<td>Changes in Article 9.1 decided by GA 15 January 2019: “The Board shall have up to five (5) members” changed to “The Board shall have up to seven (7) members”</td>
<td>C Hübner</td>
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<td>2018-04-16</td>
<td>Amendments to Annex II and III approved by BoD meeting 10th April 2018</td>
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<td>0.9</td>
<td>2017-12-12</td>
<td>Updated version ready to be approved by the ISB</td>
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## Changes in Annexes

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<td>2018-05-11</td>
<td>Amendments to Annex I and III due to an additional observer and an additional member</td>
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CHAPTER 1
GENERAL PROVISIONS

Article 1
Name, seat, location and working language

1.1 There shall be a Research Infrastructure called the ‘Svalbard Integrated Arctic Earth Observing System’, hereinafter referred to as ‘SIOS’, organised as a consortium consisting of the members establishing SIOS or who have been accepted as members or observers after the establishment of SIOS.

1.2 SIOS is based on a non-binding Memorandum of Understanding. Thus the statutes do not establish any legal rights or obligations for the members or observers. These statutes reflect how the members on a voluntary basis intend to govern the Consortium. The Consortium is not a legal entity, but a non-binding cooperative arrangement between the members and observers.

1.3 SIOS Knowledge Centre and its administration is located in Longyearbyen, Svalbard, Norway.

1.4 SIOS Svalbard AS, a limited company, has been established as a vehicle for SIOS, so that there is a legal body that can enter into contracts necessary for running the Consortium, such as the employment of staff, leasing of offices and procurement of equipment. The members of the Consortium will not be liable for any of the company’s obligations. SIOS Svalbard AS is a tool for the Consortium and the company will carry out the tasks decided by the SIOS governing bodies insofar as this is not in conflict with Norwegian law. SIOS Svalbard AS is set up and owned by the University Centre in Svalbard (UNIS).

1.5 The working language of SIOS is English.

Article 2
Objectives and activities

2.1 SIOS shall be a regional observational system for long-term acquisition and proliferation of fundamental knowledge on global environmental change within an Earth System Science perspective in and around Svalbard. SIOS will systematically develop and implement methods for how observational networks are to be designed and implemented in Arctic environments. SIOS shall address and nurture top-level research actions among scientists and researchers pursuing common goals.

2.2 SIOS does not own or run research facilities itself, as these are the property of or run by the research institutions partaking in the SIOS cooperation. If the General Assembly in the future decides that SIOS shall invest in or run its own facilities,
members and observers who do not want to participate in the financing of such facilities may abstain from doing so by declaring to the General Assembly before the decision is made that they will not contribute to the financing of them.

2.3 The principal task of SIOS is to facilitate the use of resources required to close specific knowledge gaps, thus pushing the forefront of scientific knowledge beyond the current state of knowledge, insight and technologies. This task includes the coordination of the use of the different institutions’ research infrastructure, the joint planning of investments in new infrastructure, common access to each other’s infrastructure according to general guidelines developed for such access, the sharing of scientific data and observations, and other cooperative endeavours that can improve and promote polar global environmental change research.

2.4 SIOS will add value to the members’ own activities by establishing joint services and by coordinating their efforts. The joint services will be accessible for the whole international polar research community, and will make Svalbard the leading polar research platform in the Arctic. The joint services will be organised as a Knowledge Centre, part of the SIOS administration.

2.5 SIOS shall operate on a non-economic basis. Limited economic activities may be carried out as long as they do not jeopardise the main activities.

CHAPTER 2
MEMBERSHIP

Article 3
Members and Observers

3.1 Research institutions and research funding agencies that own or operate research facilities in the Svalbard region or who provide research data relevant for the Consortium, may become Members or Observers of SIOS.

3.2 The current Members and Observers are listed in Annex I. Only entities signing the MoU concerning the establishment of SIOS are considered as Members or Observers. The members providing written intent to signing the MoU at the time of the first General Assembly on 26 January 2018 and signing of the MoU prior to 15 April 2018 shall be referred to as Founding Members. Institutions only providing a written intent to signing at the first General Assembly will be considered as members but must sign the MoU prior to 15 April 2018 to retain the membership.
Article 4
Admission of Members and Observers

4.1 The terms for admission of new members and observers are the following:

a) the admission of new members or observers shall require the approval of the General Assembly.

b) applicants shall submit a written application to the chair of the Board of Directors via the SIOS Director.

c) the application shall at least describe how the applicant will contribute to SIOS objectives and activities described in Article 2 and how it will fulfil its obligations according to these statutes.

4.2 Observers shall be admitted for a maximum period of one (1) year. In exceptional cases the General Assembly may accept further extension of the Observer status.

Article 5
Withdrawal of membership or observer status and exclusion

5.1 Members and Observers may, by a written notice to the Board of Directors, withdraw from SIOS. The notice period is one year after the end of the current financial year. Any outstanding contributions must be paid and obligations fulfilled before the withdrawal of membership is confirmed.

5.2 The General Assembly can decide by a two thirds majority vote to exclude a Member or Observers if the Member or Observer violates the principles of these statutes, carries out its activities in an unlawful manner or is not able to meet the obligations for membership or for being an Observer.

The Member or Observer shall be given the opportunity to contest the possible exclusion and to present its defence to the General Assembly within a period of three (3) months after receipt of the notification of the possible exclusion.

Exclusion shall not affect any obligations of a Member or Observer incurred prior to the date of termination.
CHAPTER 3
RIGHTS AND OBLIGATIONS OF THE MEMBERS AND OBSERVERS

Article 6
Rights and obligations

6.1 Members and Observers have the right to:

a) participate at the meetings of the SIOS General Assembly. The observers do not have voting rights
b) access the SIOS infrastructure and all its services in compliance with the Policies referred to in Article 16.
c) participate in SIOS events such as workshops, conferences and training courses.
d) participate in SIOS working groups, committees and task forces
e) participate in SIOS research projects.
f) use the SIOS brand.

The General Assembly may decide that the rights according to b-e above shall be differentiated according to the institutions’ status in SIOS and financial contribution.

6.2 The obligations of Members and Observers are to:

a) pay the annual fee as determined according to Annex II within the given time-limit.
b) provide the research infrastructure that the Member or Observer has agreed to include in the SIOS cooperation and give other members access to the infrastructure as specified in Annex III.
c) share its research data relevant for the SIOS collaboration according to Article 16.
CHAPTER 4
GOVERNANCE OF SIOS

Article 7
The governance structure of SIOS

7.1 The governing bodies of SIOS are the General Assembly (Article 8), the Board of Directors (Article 9) and the Director (Article 10). The General Assembly may establish advisory bodies to assist in SIOS matters (Article 8.3).

7.2 The Director will lead the SIOS administration (Article 11), hereunder the Knowledge Centre, and will use the limited company SIOS Svalbard AS as a legal vehicle when necessary.

Article 8
General Assembly

8.1 The General Assembly is the ultimate authority of SIOS and consists of the Members, who have voting rights, and Observers, without voting rights. Each Member has one (1) vote. Members from the same country have one vote together, and shall inform the General Assembly who casts that vote. For decisions requiring unanimous votes all members have one vote. The General Assembly may limit the size of the Members’ and the Observers’ delegations to the General Assembly.

8.2 The General Assembly shall meet at least once a year, and shall be responsible for the overall direction and supervision of SIOS. The General Assembly shall at least:

a) set the budget for SIOS.
b) adopt strategies and work-plans for SIOS.
c) appoint, suspend or dismiss the Board of Directors.
d) adopt an Access Policy.
e) adopt a SIOS Data Policy.
f) adopt an Intellectual Property Rights Policy.
g) decide at least every five years on the principles for calculating the annual fee for members and observers.
h) approve annual reports and accounts of SIOS.
i) approve each Members’ and Observer’s contribution to SIOS.
j) approve accession of new members and observers.
k) decide the exclusion of members and observers.
I) decide the winding up of SIOS according to Article 19.

m) decide any other matters that are necessary to fulfil the objective and goals of SIOS.

8.3 The General Assembly may establish a Scientific Advisory Board, an advisory Research Infrastructure Coordination Committee, an advisory Environmental Committee, and any other advisory Committees or Working groups deemed useful. The General Assembly shall adopt Terms of Reference for such bodies.

8.4 The General Assembly shall be convened by the Chair with at least four (4) weeks’ notice, and the agenda shall be circulated at least two (2) weeks before the meeting. Members shall have the right to suggest matters for the agenda up to three (3) weeks before the meeting. An extraordinary meeting of the General Assembly may be requested by at least half of the members, and the meeting shall be held as soon as possible, with at least two weeks’ notice.

8.5 The General Assembly elects its Chair and a Vice Chair amongst the members for a period of two (2) years.

8.6 Decisions shall be passed by simple majority of the votes cast, unless otherwise decided below.

The following decisions shall be passed by a two thirds majority vote:

a) the amending of the statutes.

b) the winding up of SIOS.

c) the suspension or dismissal of members of the Board of Directors.

d) the amendment before the end of the first five (5) years, of Annex II related to the SIOS yearly contributions.

The admission of new members and new observers requires a unanimous vote whereas the exclusion of a Member or an Observer calls for a majority vote of two thirds. A Member does not have a vote in matters related to its possible exclusion.

8.7 Voting shall be conducted by secret ballot if requested by a Member. In case of a tie, the Chair of the meeting has the casting vote.

8.8 A quorum of the General Assembly shall be two thirds of the votes. The members must be present physically unless the General Assembly has accepted an alternative means of presence. The Chair may, when necessary, decide to use a written procedure for the adoption of a decision.
Article 9
Board of Directors

9.1 The SIOS Board of Directors is appointed by The General Assembly. The Board shall have up to seven (7) members. The General Assembly shall appoint the Chair and Vice Chair of the Board of Directors. The Chair shall be an employee of a Norwegian member institution. The term of office of the members of the Board is three years. Reappointment is possible once.

9.2 The Board of Directors shall meet at least three times a year. The meetings can be conducted electronically, and the Board of Directors may, when necessary, make decisions by written procedure. A quorum is half of the Board members or more.

9.3 The Board of Directors is responsible for the operation of SIOS in accordance with General Assembly’s directions and decisions and shall take into account the views expressed by other SIOS boards and committees.

The Board of Directors shall at least:

a) propose to appoint, suspend or dismiss the Director of SIOS to the General Assembly.

b) establish committees and working groups when useful to assist in the operation and development of SIOS.

c) propose members of other boards and committees to be appointed by the General Assembly.

d) propose policies, to be adopted by the General Assembly.

e) appoint experts of a peer review committee for assessing applications for access to the scientific infrastructure offered through the SIOS cooperation.

f) develop a work program and annual budget for SIOS to be submitted to the General Assembly for approval.

g) draft annual reports and supervise the accounts of SIOS to be submitted to the General Assembly for approval.

h) manage any intellectual property rights of results that might be created by SIOS.

i) propose accession of new members and observers, if any, to the General Assembly.

j) propose exclusion of membership and observer status to the General Assembly.
Article 10

Director

10.1 The Director of SIOS is to be appointed and dismissed by the General Assembly on the proposal from the Board of Directors. The term for the Director shall be five (5) years, renewable once by the Board of Directors.

10.2 The Director shall carry out the day-to-day management of SIOS, including the tasks mentioned in Article 11. The Director is responsible for the implementation of the decisions made by the Board of Directors, and shall together with the Board of Directors ensure the implementation of decisions made by the General Assembly. The Director shall update ANNEX I according to the General Assembly’s decisions. The Director represents SIOS externally, unless decided otherwise by the Board of Directors.

10.3 The Director shall prepare the meetings of the Board of Directors and of the General Assembly, and give them any support they request.

10.4 The position as Director includes being the director of the SIOS administration referred to in Article 11.

Article 11

The SIOS administration

11.1 The day-to-day operations of the Consortium will be handled by an administrative and professional staff led by the Director. The staff will support the governing bodies of the SIOS Consortium, run the SIOS Knowledge Centre and provide other services to the Members and Observers.

11.2 The Knowledge Centre will be the hub of the SIOS cooperation and will coordinate services for the international research community such as:

a) discovery and integration of scientific data from partner data repositories.

b) integrating and optimising the observation system building on the research infrastructure owned or run by the research institutions partaking in the SIOS cooperation.

c) facilitating access to other Members’ infrastructure owned by SIOS members and committed to SIOS.

d) training and education relevant to the infrastructure.

e) giving practical assistance to members when operating in the Svalbard region.

11.3 The administration will furthermore undertake other necessary administrative tasks to ensure the functioning of SIOS, such as:
a) providing organisational structures and facilities to promote scientific and observational research infrastructure integration.

b) providing services for a comprehensive open access to research infrastructure

c) providing a one-stop access to SIOS relevant data through the SIOS Data Management Services.

d) providing practical services to SIOS Consortium members, SIOS stakeholders and users, including logistics and meeting spaces.

e) providing knowledge management and application, including information and outreach as well as training and education programs.

11.4 The Director will use SIOS Svalbard AS as legal vehicle when necessary. This company is established and owned by the University Centre in Svalbard (UNIS) for the sole purpose of being the legal instrument for SIOS. The SIOS Members and Observers will not be liable for the company’s debt or obligations.

CHAPTER 5
FINANCE

Article 12
Budgetary principles and accounts

12.1 The financial year of SIOS shall begin on 1st January and shall end on 31st December of each year.

12.2 All items of revenue and expenditure of SIOS shall be included in estimates to be drawn up for each financial year and shall be shown in the annual budget. The annual budget shall be in compliance with the principles of transparency.

12.3 The accounts of SIOS shall be accompanied by a report on budgetary and financial management of the financial year.

12.4 SIOS shall be subject to the requirements of the applicable law as regards preparation, filing, auditing and publication of accounts.

12.5 SIOS shall ensure that the appropriations are used in accordance with the principles of sound financial management.

12.6 SIOS shall record the costs and revenues of its economic activities separately.
CHAPTER 6
POLICIES

Article 13
Agreements with third parties

SIOS may through SIOS Svalbard AS enter into agreements with third parties in matters of research cooperation and funding.

Article 14
Procurement policy

14.1 SIOS and SIOS Svalbard AS shall treat procurement candidates and tenderers equally and in a non-discriminatory way. The SIOS procurement policy shall respect the principles of transparency, non-discrimination and competition.

14.2 The Director shall be responsible for all SIOS procurement. The decision to award procurement, and the justification of the decision, shall be publicised in an appropriate manner.

14.3 Procurement by members and observers concerning SIOS activities shall be done in such a way that due consideration is given to SIOS needs, technical requirements and specifications issued by the relevant bodies.

Article 15
Employment

SIOS Svalbard AS shall be an equal opportunity employer. Employment contracts shall follow the national laws of the country in which the staff is employed and vacancies shall normally be published internationally in an appropriate manner.

Article 16
Access Policy for users and Data Policy

16.1 SIOS shall have a policy for access to research infrastructures committed to the SIOS cooperation. This Access Policy shall be based on the principle of ‘open access’ as decided by the General Assembly. The access shall be based on competition and selection of the applications according to procedures and criteria defined by the General Assembly.

16.2 Users of facilities shall bear all access costs. The access costs shall for members be based on daily rates reflecting operational costs (not capital costs) and all direct costs related to the access, insofar as such direct costs are not included in the basis for calculating the daily rate. Non-members may be charged...
at a higher rate. Owners of facilities may agree to mutual access to each other’s infrastructures without payment in cash.

16.3 It shall be a prerequisite that the users of SIOS facilities are part of an authentication and authorisation system satisfying SIOS requirements and approved by SIOS.

16.4 The SIOS Access Policy shall be approved by the General Assembly and be Annex IV to these statutes.

16.5 SIOS shall have a Data Policy. This policy shall be based on the principle of open access for any interested party to data, observations and scientific reports. However, there will be some restrictions to the principle due to the need of confidentiality in certain cases i.e. when necessary for reasons of public security, protection of intellectual property rights, and protection of industrial information. Limitations to open access will be in accordance with general principles followed by the international scientific community.

16.6 The SIOS Data Policy shall be approved by the General Assembly and be Annex V to these statutes.

Article 17

Dissemination Policy

17.1 SIOS shall promote and encourage researchers to embark on new and innovative projects and, as appropriate, to use SIOS in their higher education.

17.2 SIOS shall generally encourage users to make their research results publicly available and shall request users to make suitable publicity about the access provided to them by SIOS.

17.3 The dissemination policy shall describe the various target groups, and SIOS shall use several channels to reach the target audiences, such as web portal, newsletter, workshops, presence in conferences, articles in magazines and daily newspapers. In all publications dealing with results and knowledge generated by or within SIOS, SIOS shall be duly acknowledged.

Article 18

Intellectual Property Rights Policy

18.1 Intellectual property rights belong to the institution and scientist who have created the intellectual property, according to the national legislation applicable.

18.2 All confidential information and knowledge, technical or otherwise, circulating between SIOS Knowledge Centre and the members shall not be disclosed to others without the previous consent of the owner of the intellectual property.
18.3 SIOS shall ensure that users agree to the terms and conditions governing access to results and intellectual property rights of results and that suitable security arrangements are in place regarding internal storage and handling.

18.4 SIOS shall have in place arrangements for investigating allegations of security breaches and confidentiality disclosures regarding research data and information.

18.5 SIOS shall provide guidance to researchers to ensure that research undertaken using material made accessible through SIOS shall be undertaken within a framework that recognises the rights of owners.

CHAPTER 7
DURATION AND WINDING UP

Article 19

19.1 The General Assembly can wind up SIOS by a two-thirds majority vote.

19.2 In the case of winding up SIOS, assets related to the cooperative agreement, with the exception of the share capital of the Norwegian limited company SIOS Svalbard AS, shall be transferred to the contributors still party to SIOS, proportionally to their last annual contribution.

19.3 If SIOS is terminated, SIOS Svalbard AS will be liquidated by the owner. The share capital will be returned to the owner. Any other assets will be regarded as SIOS assets to be distributed according to Article 19.2.

CHAPTER 8
DISPUTES, APPLICABLE LAW AND JURISDICTION

Article 20
Disputes

Any dispute related to the interpretation or application of these statutes shall be attempted resolved through negotiations.
Article 21

Applicable law and jurisdiction

Norwegian law will govern SIOS Svalbard AS and the legal venue for any case against SIOS Svalbard AS will be the district court of Tromsø, Norway.

Article 22

Availability of these Statutes

These Statutes will be made publicly available through the SIOS website and at its administrative seat in Svalbard, Norway.
ANNEX I

LIST OF MEMBERS AND OBSERVERS

In this Annex the members and observers are listed. Last updated on 11 May 2018.

Members

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ANNEX II

PRINCIPLES FOR DETERMINING THE ANNUAL CONTRIBUTION FROM MEMBERS

The principles listed below shall be used to calculate the annual Member contributions for the initial five-year period.

1. The yearly contribution from Norway, as host for the consortium, shall cover the core costs for running the SIOS Knowledge Centre as described in the budget (ANNEX III).

2. The yearly contributions from members shall cover the costs of carrying out the consortium activities as agreed upon in the annual work plans approved by the General Assembly.

3. The ambition shall be that the combined contributions from all members shall be at the same level as the contribution from the host at the end of the first five-year period.

4. A Member annual contribution is divided into two parts:
   a. The first part is a fixed cash contribution. For the first five years the annual contribution is set to 10 000 €.
   b. The second part of the contribution may be in-kind, in-cash, or a combination of the two.

5. The value of in-kind contributions is verified according to the rules set by the General Assembly.

6. The yearly contributions from members shall together with the host’s contribution be sufficient to finance the yearly budget and ensure a 10 % contingency buffer if deemed necessary.

7. The yearly fixed cash contribution from Members shall be available to the Consortium within the first quarter of the financial year (art. 12.1).

8. The General Assembly may grant a Member a reduced fixed cash contribution for up to three (3) years at the time.
### Annual Budget (2018 – 2022)

**LAST UPDATED ON 11 MAY 2018**

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Notes to the budget:

1. **Income**.

   The sum of the host contribution, partner contribution, and other income.

2. **Host contribution**.

   The Norwegian host contribution is given as an annual grant through the Research Council of Norway and secured for five years, starting in 2017.
3. **Partner Contribution.**

This is the sum of the in-cash (4) and in-kind (5) contributions from the partners. It is based upon the following:

- The number of members is equal to 22 paying members throughout the first five years.
- The annual in-cash contribution from each partner is 10 000€.
- There is a linear increase in the in-kind contributions from the members between 2018 and 2022.

6. **Other income.**

This is funding from external sources. The Research Council of Norway has granted selected Norwegian partners in the SIOS consortium 90MNOK through the SIOS InfraNor project. About 1.2 MNOK per year is dedicated to the SIOS-KC for managing the project. The Norwegian Space Centre has granted the consortium 596 740 NOK for 2018 towards remote sensing activities. We may apply for one year at the time. The budgeted number is kept the same throughout the five year period, although it is likely that additional funding may be obtained.

7. **Costs.**

Is the sum of identified costs needed to operate the SIOS-KC (8) and the estimated costs for running the SIOS activities (12).

9. **Personnel.**

This is the total costs for salaries, Arctic compensation, holiday allowance, pension fund, health service, housing subsidies and insurance.

10. **KC Running costs.**

This includes travel, consumables, office supplies etc.

11. **Rented facilities and services.**

Office space, meeting rooms and services including accounting, travel, front desk, phone, network, staff computers etc. are all services bought from UNIS. This is regulated as a separate contract.

12. **Activity costs.**

Summarises the costs listed in items 13-20.

14. **Meetings.**

This includes the annual Polar Night Week, work group meetings, meetings of the Board of Directors and the General Assembly

21. **Balance.**

The statutes allows for an up to 10% surplus per year. In this budget he balance is more than 10% in some years. A major uncertainty in the budget is how much of the
activities will require cash funding and how much can be covered through in-kind contributions.

ANNEX VI
SIOS ACCESS POLICY


ANNEX V
SIOS DATA POLICY

See separate document (https://sios-svalbard.org/Documents#docSDMS)