

Memorandum of Understanding

BACKGROUND

Fundamental questions in science like “How and when did life emerge on Earth?”, “How did our solar system and life evolve and how will it develop in the future” and “Is there life on other celestial bodies” will not be answered by one discipline alone but require a concerted and coordinated approach involving many researchers with seemingly unrelated scientific backgrounds. Also, the European research landscape is rapidly changing on a global scale. Boundaries between disciplines disappear and new cross-disciplinary fields emerge. Astrobiology is one of them. Research in such fields requires interaction and exchange of ideas and new results between scientists from many countries and disciplines, a task that only larger research communities, like the European Research Area, can accomplish.

In order to take Astrobiology-related research forward and to prevent a counterproductive fragmentation of the European Astrobiology research community through duplicate or excessively overlapping initiatives and structures, the AstroMap Report (drawn up under the EU FP7 programme) unequivocally recommends the creation of a pan-European platform for research, training outreach and dissemination in Astrobiology. The European Astrobiology Institute (EAI) aims to function as such an entity. Such an institute is required to maintain Europe’s leading position in this interdisciplinary field, compared to other countries and regions. The EAI will closely collaborate with several related European organisations, including the European Space Agency (ESA) and the European Astrobiology Network Association (EANA), but act as a network of institutions that fundamentally differs from existing bodies.

A consortium of representatives of European Research Organisations, which was formed as a result of the initiatives of the COST Action "Origins and Evolution of Life on Earth and in the universe" (Action Identity TD1308), EANA and the Erasmus+ Strategic Partnership “European Astrobiology Campus” (EAC), has taken the initiative to create a virtual institute named the “European Astrobiology Institute” (EAI) with the ambition of enabling Europe to emerge as a key player in Astrobiology and to develop a general spirit of cooperation and collaboration throughout the European planetary science community. In this way, these communities continue to keep the momentum of the COST Action and EAC initiatives whose grant periods terminated during the Academic Year 2017/2018 and which received excellent reviews (both initiatives were highlighted as success stories by the EU).

GENERAL AIM OF THE EAI

The European Astrobiology Institute (EAI) will be a consortium of European research and higher education institutions and organisations as well as other stakeholders and aim to carry out research, training, outreach and dissemination activities in Astrobiology in a comprehensive and coordinated manner, thereby securing a leading role of the European Research Area in the field.

OBJECTIVES

The EAI has the following objectives:

- Perform ground-breaking research on key scientific questions in Astrobiology (which will be periodically reviewed) requiring a cooperative interdisciplinary approach;
- Disseminate high-quality results of these efforts effectively in the scientific community;
- Provide interdisciplinary training for students and early career scientists in Astrobiology;
- Engage in education on Astrobiology on all levels;

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- Liaise with industry to foster collaborate on technological developments that are relevant to Astrobiology research and beneficial to Europe as a whole;
- Coordinate outreach activities of European astrobiologists to the general public, industry and all other relevant stakeholders;
- Act as an advisory body and provide high-quality expertise to European research organisations and decision makers on European scale;
- Ensure the necessary financial means to carry out these activities through a coordinated approach to European funding agencies.

MEMBERSHIP

EAI will be open to all entities who wish to sign this Memorandum of Understanding (MoU). The Statutes of the EAI (Annex 1) define EAI, its structure and its objectives as well as the rights and obligations of these Participating Entities. By signing the MoU, the Participating Entity agrees to fulfil all its obligations towards the Institute.

[**ORGANISATION**, capital letters, font 12, bold], represented for the purpose hereof by [First name and Name], [Function], or his legal representative, established in [Address], hereby agrees to accede to the EAI Memorandum of Understanding (EAI MoU), and accepts all the rights and obligations of a *Core Organisation/Participating Institution/Affiliated Group (please delete inappropriate)* in accordance with the provisions of the aforementioned EAI Statutes.

[**ORGANISATION**, block letters, font 12, bold]

Approved by the EAI Interim Board

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Name of Legal Representative(s)

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Name of Interim Board Representative

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Signature of Legal Representative(s)

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Signature of Interim Board Representative

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Date

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Date

..... Signature of Representative of Host Organisation

Annex 1: Statutes of the European Astrobiology Institute (EAI)

Article 1: General Features of the EAI

- 1.1.** The European Astrobiology Institute (EAI) will be a consortium of European research and higher education institutions and organisations as well as other stakeholders that aim to carry out research, training, outreach, dissemination and other activities in Astrobiology in a comprehensive and coordinated manner in order to secure a leading role of the European Research Area in the field.
- 1.2.** EAI is open and responsive to the needs of the scientific community. In particular, it will encourage scientific collaborations, training of students and researchers, as well as initiatives to facilitate access to research infrastructures and field sites to the community and will also endeavour to obtain grants from European and other funding sources for its activities.
- 1.3.** The name “EAI” may be replaced by a different name in the future.

Article 2: Aims of the EAI

- 2.1.** The EAI has the following objectives:
 - To promote, plan and implement multidisciplinary European research projects in all fields of Astrobiology
 - To foster international collaboration in Astrobiology inside Europe, as well as with other international Astrobiology communities
 - To act as a forum to discuss new findings in the field through the organisation of conferences, meetings, and on-line seminars, and to disseminate new research highlights among the scientific community and the general public
 - To form a network for institutions and institutes as well as researchers to plan cooperative Astrobiology projects
 - To perform training, education, outreach and dissemination in Astrobiology in Europe in a comprehensive, synergistic and collaborative way
 - To collect and disseminate Astrobiology-related scientific and programmatic information;
 - To initiate proposals for grants in order to obtain external financial support
 - To engender debates on important legal and ethical issues in Astrobiology and space research
 - To interact with European transnational organisations (e.g. ESA) and European research agencies on programmatic issues and ensure awareness of Astrobiology research with decision makers by
 - Acting as a strong voice for the European Astrobiology community
 - Approaching and informing decision makers in governmental and non-governmental organisations at a national, regional and European level in a coordinated manner in order to promote Astrobiology research in Europe as transdisciplinary research activity
 - Contributing to the development of a common European Research Area and research policy in the field of Astrobiology
 - To formulate and continuously update a long-term Astrobiology research strategy for the European Research Area
 - To collaborate with Astrobiology networks and institutes inside Europe and beyond

Article 3: Participating Entities

- 3.1.** The European Astrobiology Institute is a consortium of institutions and organisations. Memberships of individuals are not possible.
- 3.2.** The following forms of memberships exist for Participating Entities:

- 3.2.1. *Core organisations* (National, Regional and European Research Organisations and consortia)
 - 3.2.2. *Participating institutions* (Higher education and research institutions and individual research entities or substructures of those),
 - 3.2.3. *Affiliated groups* (smaller groups of researchers inside an institution or other consortia interested in Astrobiology research).
- 3.3. Core Organisations** are national, regional and European Research Organisations and consortia with a legal entity and a large membership and/or a large number of employees. They are entitled to send up to three delegates to the General Assembly (GA) and their members and employees are eligible for all positions in the EAI (Chairs, Vice Chairs, Working Group Leaders and Deputy Leaders) and refunds for attending meetings and other events of the EAI from funds stemming from the membership fees.
- 3.4. Participating Institutions** are higher education and research institutions and organisations with a legal entity or substructures of those. This can include universities, individual research institutes and centres. They are entitled to send one delegate to the General Assembly. Their members and employees are eligible for all positions in the EAI (Chairs, Vice Chairs, Working Group Leaders and Deputy Leaders) and refunds for attending meetings and other events of the EAI from funds stemming from the membership fees.
- 3.5. Affiliated Groups** are smaller groups of researchers inside an institution or other consortia interested in Astrobiology research. Their members and employees are not eligible for the positions as Chair, Vice Chair and WG Leaders and Deputy leader positions but can obtain refunds for attending meetings and other events of the EAI from funds stemming from the membership fees.

Article 4: Admission of Participating Entities

- 4.1.** The following admission procedures are in place:
- 4.1.1. An application for participation is sent to the Chair of the EAI by the applying entity;
 - 4.1.2. The Management Committee decides if the applicant entity will be given the status of a core organisation, participating institution or affiliated group;
 - 4.1.3. The Management Committee then decides about the admission of the entity;
 - 4.1.4. In the case of a negative decision or if the applicant entity is discontent with its status, it has the right of appeal to the General Assembly (GA).
- 4.2.** The Management Committee is responsible for ensuring that clear instructions be provided to entities about the legal implications and commitments when they ask to join. This includes informing them about the Statutes and all relevant GA and Management Committee (MC) decisions.

Article 5: Membership Fees and Finances

- 5.1.** Membership fees are set by the General Assembly of the EAI.
- 5.2.** Participating Entities are required to pay the membership fees stipulated by the General Assembly in advance for each fiscal year (calendar year). The deadline for this payment is set by the Host Organisation and requests for payment are sent out by the Host Organisation.
- 5.3.** The income and property of the EAI shall be applied solely towards the purposes of the institute as set forth in the statutes and decisions by the General Assembly. No proportion thereof shall be paid or transferred directly by way of dividend, bonus or otherwise whatsoever by way of profit to any Participating Entity of the EAI or person(s) affiliated to such entities. However, that does not prevent payments in good faith of reasonable and proper payment to any servant of the EAI or the repayment of reasonable expenses to any person affiliated to a Participating Entity. The funds of the EAI, including all donations contributions and bequests, shall be paid into an account operated by the Host Organisation. All transactions should be implemented following the rules established

with the Host Organisation (e.g. concerning different authorisations required for different expenditure levels).

- 5.4. The Host Organisation administers the Institute's bank accounts and will comply with its obligations with regard to:
 - 5.4.1. the keeping of accounting records
 - 5.4.2. the preparation of annual statements of account
 - 5.4.3. the auditing or independent examination of the statements of account of the EAI
- 5.5. The General Assembly has the right to reduce or waive fees for Participating Entities, e.g. those from Less Represented Member states of the EU.
- 5.6. The fiscal year of the EAI is the calendar year. The first fiscal year of the EAI is 2020. For this and the following years the membership fees stipulated by the General Assembly will apply.

Article 6: Withdrawal of Participating Entities

- 6.1. A Party may withdraw from EAI by giving notice in writing to the EAI Chair.
- 6.2. The deadline for notification of withdrawal is 1st of January of each year to be effective from 1st of January in the following year. Up to this time withdrawing Participating Entities will possess the full rights and have the full responsibilities towards EAI including the payment of fees.

Article 7: Organization of the EAI Consortium

- 7.1. The organizational structure of EAI includes the following bodies:
 - 7.1.1. An EAI Management Committee (MC)
 - 7.1.2. An EAI Executive Committee (EC)
 - 7.1.3. Thematic (Scientific) and Activity Working Groups (WGs)
 - 7.1.4. Project Teams
 - 7.1.5. Local teams with Local Coordinators

Their role and responsibilities are defined in the subsequent Articles.

Article 8: The EAI General Assembly

- 8.1. The General Assembly (GA) governs EAI in all scientific matters and organisational issues. The GA represents the ultimate internal authority in EAI and is the body through which all major decisions are endorsed. The GA especially
 - 8.1.1. makes decisions about the general policy and the overall structure of the EAI
 - 8.1.2. elects the Chair and up to two Vice Chairs of the EAI. These are *ex officio* members of the EAI MC
 - 8.1.3. elects Working Group Leaders and Deputy Leaders
 - 8.1.4. approves the Yearly Work Plan and the budget of EAI
 - 8.1.5. chooses the Host Organisation of the EAI
 - 8.1.6. discharges the Executive Committee of its financial responsibility
- 8.2. Between General Assemblies the responsibility of running the EAI devolves onto the EAI MC.
- 8.3. The GA consists of up to three delegates from each of the Core Organisations and one from Participating Institutions. Chairs and Vice Chairs are members of the GA *ex officio* and must be members of Core Organisations or Participating Institutions. EANA and AbGradE are allowed to delegate one representative to the GA with active voting rights. Each delegate has one vote, thus neither cumulative voting of one person for several Participating Entities nor one person casting more than one vote for a Core Organisation are allowed. Also transfer of a vote to another person from another participating entity is not possible.
- 8.4. The GA will ordinarily meet annually. An extraordinary General Assembly is called if at least a third of the Participating Entities requires this. The EAI Chair shall give at least 28 days' notice of the General Assembly to all Participating Entities in an appropriate manner.

- 8.5.** The GA elects an Assembly President (leading the Assembly) and a Secretary taking the minutes. The President has to be a delegate to the GA.
- 8.6.** The GA will determine the overall strategy for EAI, the Action Plan for future years, the budgets for forthcoming fiscal periods, and will receive an Annual Report from the MC.
- 8.7.** The Management Committee shall present to each General Assembly the report and accounts of the EAI for the preceding year.
- 8.8.** Motions to the GA can be submitted by every member of a Participating Institution or Core Organisation to the EAI Chair no later than 14 days before the GA. Members wishing to have matters included on the agenda shall inform the Chair in writing at least 14 days prior to the meeting. Motions aiming for amendments of the budget have to be approved by the Host Organisation.
- 8.9.** Nominations for election to the MC must be made by members of Core Organisations and Participating Institutions in writing and must be in the hands of the Chair at least 14 days before the General Assembly.
- 8.10.** Voting in the GA on motions will be by simple majority except in the instance provided for in Articles 18 and 19. In the event of an even vote, the President of the General Assembly will have a casting vote. If the President abstains, the motion is rejected and the status quo rule applies.
- 8.11.** Voting for candidates for offices (Chair, Vice-Chair, Working Group Leaders and Deputy Leaders) will be done by majority of votes. If more candidates run for an office and no one attains an absolute majority, the following applies: (a) Candidates receiving no votes are automatically eliminated; (b) The candidate receiving the lowest number of votes greater than zero is also eliminated (in case of two or more candidates sharing the lowest number of votes greater than zero, a tie ballot is held to determine the candidate to be eliminated). In case of equal votes the President of the GA will have a casting vote and if she/he abstains a lot is drawn. (c) The ballot continues between the remaining candidates. This procedure continues until one of the candidates receives an absolute majority of votes (abstentions are not counted herein). If there are equal votes between the two top candidates in the final ballot, the President of the General Assembly will have the casting vote. If she/he abstains a lot is drawn to decide the election. Ballots on offices will be held in secret if at least five delegates request this. In case only one candidate runs for an office there will be single ballot (yes or no) for the office. The candidate must achieve a simple majority of yes votes (abstentions are not counted here). In case of even votes the President of the General Assembly will have the casting vote. If she/he abstains a lot is drawn to decide the election. Electronic voting is allowed as soon as the anonymity of voters is respected.
- 8.12.** In very urgent cases (e.g. death or sudden incapacity of an officer) voting for interim replacements by e-mail is allowed between regular General Assemblies. The tenure of such interim replacement only lasts until the next General Assembly and is not counted as a regular tenure concerning the maximum number of tenures allowed for functions defined in Article 9.2.

Article 9: Chair and Vice Chair

- 9.1.** The terms of the Chair, Vice Chair(s) and Working Group Leaders and Deputy Leaders, who are elected by the GA, is two years except for the interim period until the General Assembly 2020.
- 9.2.** A re-election of the Chair and Vice-Chair(s) after this period is possible, but the tenure of the Chair is only possible for maximally three consecutive ordinary terms of office. Re-election of the outgoing Chair is possible after a two years break.
- 9.3.** Only affiliates of Participating Institutions and Core Organisations are eligible for the position of Chair and Vice Chair(s).

- 9.4. The EAI Chair acts as the unique intermediary between the participants of the EAI Community and any other organization, whether European or international.
- 9.5. The EAI Chair is, in particular, responsible for monitoring all activities and ensuring compliance by the participants with their obligations as defined in the EAI Statutes. The MC Chair is supported by the Vice Chair(s) and the MC in all these aspects.
- 9.6. The EAI Chair leads the MC meetings and drafts the agenda for them. In the absence of the Chair, this role goes over to the longest-serving Vice-Chair, in case of equal terms, to the oldest Vice-Chair unless agreed upon by the Chair and Vice Chair(s) otherwise.
- 9.7. At the first GA of the EAI an Interim Chair and up to two Interim Vice Chairs will be elected. Their tenure is only one year and is not included in the calculation of the maximum tenure set forth in Article 9.2.

Article 10: The EAI Management Committee (MC)

- 10.1. The GA elects a Chair of the EAI and up to 2 Vice Chairs and the WG Leaders and Deputy Leaders from amongst members of the Core Organisations and Participating Institutions. Only affiliates of Participating Institutions and Core Organisations are eligible for MC positions.
- 10.2. The Management Committee consists of the Chair, the Vice Chair(s), the Leaders of the Working Groups, one representative of EANA and AbGradE each and the Finance and Administration Officer appointed by the Host Organisation. It is headed by the Chair of the EAI, or in her or his absence by one of the Vice Chairs selected by the MC for this role.
- 10.3. The MC will be responsible for the running of the EAI and for all decisions that are not explicitly allocated to other bodies. Especially it may exercise the following powers:
 - 10.3.1. to hold seminars, lectures, discussions, conferences, demonstrations or meetings
 - 10.3.2. to promote the study and research into Astrobiology in journals and other publications,
 - 10.3.3. to promote public awareness of and engagement with the field
 - 10.3.4. to offer informed opinion on issues of public interest in relation to planetary science and to act as a consultative body for the purpose of consultation in matters of public and professional interest
 - 10.3.5. to publish communications (newsletters, records of scientific meetings, updates to the Statutes and other activities of the EAI) in furtherance of its objectives
 - 10.3.6. to support, by means of grants and bursaries, the objectives of the following of the budget stipulated by the GA
 - 10.3.7. to co-operate with other organisations, societies, charities, voluntary bodies and statutory authorities operating in furtherance of the EAI's objectives and to exchange information and advice with them
 - 10.3.8. to undertake all such other lawful activities that are necessary for the achievement of the EAI's objectives
 - 10.3.9. to invite and receive contributions from any appropriate person or organisation by way of subscriptions or donations, provided that in raising funds the MC shall not undertake any substantial permanent trading activities and shall conform to any relevant requirements of the law
 - 10.3.10. to buy, take lease of, or, exchange any property necessary for the achievement of the objects and maintain and equip it for use
 - 10.3.11. to sell, lease or dispose of all or any part of the property of the EAI, subject to any consents required by law
 - 10.3.12. to prepare strategies on joint initiatives
 - 10.3.13. to collect reports by Working Groups and prepare a yearly report for the General Assembly about the activities of the EAI
 - 10.3.14. to coordinate applications for funding from European and other sources

- 10.3.15. All decisions are documented in the minutes of the meetings, which are communicated to the membership in an appropriate manner.
- 10.4.** The MC shall have the responsibility for deciding on appropriate use of the EAI brand and corporate identity, and other matters concerning EAI activity.
- 10.5.** The MC will draw up an annual report to be presented at the GA based on input and reports from the Working Groups.
- 10.6.** The MC collects yearly reports of Working Groups and Project Teams. It also endorses or amends draft budgets from the Executive Committee and conveys a final draft proposal to the General Assembly. This final proposal has to be approved by the Host Organisation. It also drafts reports to funding agencies supporting EAI as a whole. Furthermore, it has the responsibility to compose yearly reports to the General Assembly.
- 10.7.** The MC is responsible for the organisation of the meetings of the General Assembly including drafting its agenda.
- 10.8.** The MC meets as required, but should endeavour to convene at least twice a year. Meetings by electronic means (e.g. telecons) are possible. A special meeting may be called at any time by the Chair or by any two members of the MC upon not less than two weeks' notice being given to the other members of the MC of the matters to be discussed. In case of absence of a WG Leader at the MC meetings, he/she can be replaced by the Deputy Leader of the same Working Group for the duration of the meeting.
- 10.9.** The MC is responsible for admitting new Participating Entities and deciding about their status as Core Organisation, Participating Institution or Affiliated Group. Applicant entities that are discontent with the MC decision or their allocated status have the right to appeal against the decision to the GA.
- 10.10.** Periodic reports of activity as well as minutes of meetings carried out by MC will be posted on the EAI website.
- 10.11.** Whenever possible, the MC should strive to decide by consensus. If this is not possible, or for issues where a vote is deemed more appropriate, a vote is held.
- 10.12.** Votes in the EC are by single majority (except the provisions in Article 10.14). In case of equal votes the vote of the Chair is decisive. If the Chair abstains, any motion put forward to the MC is referred to the GA. If more than two alternatives are up for choice and no alternative achieves the simple majority, then the alternative with the least number of votes is eliminated. The MC should re-discuss the matter after each ballot. This process is repeated until one alternative achieves a simple majority.
- 10.13.** At the first GA of the EAI an Interim MC will be elected. Its tenure will be one year.
- 10.14.** Any member of the MC shall cease to hold office if he or she:
- 10.14.1. dies or becomes incapable by reason of mental disorder, illness, injury or other personal disability of managing and administering his or her own affairs
 - 10.14.2. is absent without the permission of the MC from all their meetings held within a period of thirteen months and the MC resolve that his or her office be vacated
 - 10.14.3. gives notice to resign
 - 10.14.4. infringes the Statutes or acts in a way gravely damaging the reputation of the EAI
- This decision of removal of a MC member is taken by a 2/3 majority vote of the MC. The person in question has the right to appeal to the GA against it.
- 10.15.** The MC may from time to time make such rules or by-laws as they may deem necessary or expedient or convenient for the proper conduct and management of EAI provided that no rule or bylaws shall be inconsistent with or shall affect or repeal anything contained in the Statute or decisions by the General Assembly.
- 10.16.** The MC (as well as other bodies of the EAI) may invite any appropriate person to attend any of its meetings from time to time as a non-voting contributor or observer.

Article 11: The EAI Executive Committee

- 11.1. The Chair and Vice Chair(s) as well as the Finance and Administration Officer representing the Hosting Organisation will constitute the EAI Executive Committee (EC).
- 11.2. The Executive Committee (EC) decides issues concerning the day-to-day running of the EAI following General Assembly and Management Committee decisions. It is also responsible for the running administration of the EAI on a daily basis and approves accounting of events and activities of the whole EAI. It also bears the responsibility for the administrative handling of the finances of the EAI according to the budget stipulated by the EAI.
- 11.3. The Executive Committee drafts the budget for the coming years of the EAI. The budget has to be approved by the Host Organisation and is then sent to the MC for endorsement and further to the GA for approval.
- 11.4. Votes in the EC are by single majority: In case of equal votes the votes of the Chair is decisive. If the Chair abstains, any motion put forward to the EC is referred to the MC.

Article 12: Working Groups

- 12.1. The GA may establish Working Groups in order to coordinate the activities of the EAI. The GA, the MC and the EC will be able to delegate their functions and responsibilities to such bodies as deemed appropriate.
- 12.2. Working Groups can either focus on scientific themes or take care of different activities like training, education, outreach, etc.
- 12.3. Each WG should be led by a Leader and a Deputy Leader elected by the General Assembly. The term of these officers is two years. Re-election of the Leader and a Deputy Leader thereafter is possible. WG Leaders are *ex officio* members of the MC. In case of absence of a WG leader at the MC meetings, he/she can be replaced by the Deputy Leader of the same Working Group for the duration of the meeting. WG Leaders and Deputy Leaders must be members of EAI core Organisations or Participating Institutions. Members of Affiliated Groups can join the WGs as members.
- 12.4. WGs can, nevertheless, accept members from organisations outside the EAI, but those people will not be entitled to any refunds stemming from the membership fees contributed by the participating organisations (apart from in the role as invited speakers or lecturers at training events) but might be able use funds from other grants obtained by the EAI.
- 12.5. WGs will be requested to submit a yearly report to the Management Committee.

Article 13: Project Teams

- 13.1. The General Assembly can create Project Teams working on special, more focussed research questions and projects. These can be temporary and can involve members of different Working Groups in order to bridge between the different WGs.
- 13.2. Project Teams are requested to elect a Coordinator who reports regularly to the General Assembly and the Management Committee.

Article 14: Host Organisation

- 14.1. The Host Organisation is chosen by the General Assembly. It provides the legal personality.
- 14.2. The Host Organisation is responsible for:
 - 14.2.1. Hosting the EAI Office
 - 14.2.2. Administering EAI work including financial administration and governance, communication, and external relations
 - 14.2.3. Documenting meetings of governing bodies of EAI
 - 14.2.4. Nominating the Finance and Administrative Officer
 - 14.2.5. Supporting the development of proposals for leverage of external funding

14.2.6. Collecting the yearly fees from the participant organisations

14.2.7. Administrating expenses for meetings and other events

14.3. Any further tasks can be delegated to the Host Organisation by the Management Committee through mutual agreement.

14.4. The tasks of the Host Organisation and the financial remunerations for those are defined in a separate Memorandum of Understanding between the MC and Host Organisation. This Memorandum of Understanding will be communicated to the Participating Entities in an appropriate manner.

Article 15: Finance and Administration Officer

15.1. The Finance and Administrative Officer is appointed by the Host Organisation of the EAI and represents that institution in the MC and the EC and possesses voting rights in these bodies.

Article 16: Local Teams

16.1. At each of the Core Organisations and Participating Institutions a Local Team should be formed. The tasks of the Local Teams are:

16.1.1. Carry out Astrobiology activities at their entity (scientific, outreach, training, dissemination)

16.1.2. Ensure that members of their entity are aware of the activities of the EAI

16.1.3. Approach decision makers at their entity to promote Astrobiology and the EAI

16.1.4. Ensure that delegates to the General Assembly is appointed by the entity

16.2. Each Local Team should appoint a Local Coordinator. This person should:

16.2.1. Coordinate the Astrobiology(-related) research activities

16.2.2. Organise local activities (research projects, courses, outreach activities)

16.2.3. Promote Astrobiology at the Participating Entity

Article 17: Confidentiality

17.1. The EAI will pursue a policy of open information. However, there will be situations in which certain pieces of information have to be kept confidential. Confidential Information shall mean any information disclosed by a Participating Entity or officer of EAI which that Party expressly identifies as Confidential Information. The information disclosed shall lose the status of confidential information if:

17.1.1. It is already in the public domain by publication or otherwise or becomes available to the public through no breach of this agreement

17.1.2. It has to be communicated to comply with applicable laws or regulations or with a court of administrative order (including for the avoidance of doubt to enable a Party to comply with its obligations under relevant Freedom of Information and Environmental Information regulations).

17.2. Nothing in these Statutes shall be construed as compelling a Party to disclose any Confidential Information to the other Participating Entities.

17.3. The confidential information, all copies thereof and all rights thereto, shall remain the exclusive property of the disclosing Party.

17.4. To the extent that is reasonably possible, all Confidential Information, whether original or copies thereof, shall be promptly returned to the disclosing Party or destroyed on request of the disclosing Party.

17.5. Each Participating Entity shall undertake:

17.5.1. to safeguard Confidential Information as it would its own proprietary information of equal importance

- 17.5.2. to keep all documents bearing or incorporating any Confidential Information at its principal place of business
 - 17.5.3. to keep all Confidential Information separate from its own documents and records
 - 17.5.4. to divulge Confidential Information to its personnel for internal evaluation purposes only and on a "need to know" basis
 - 17.5.5. not to duplicate or otherwise reproduce Confidential Information except for such copies as the receiving Party may require for internal, are provided that all copies shall contain the same proprietary and confidential notices and legends as they appear on the original Confidential Information
 - 17.5.6. not to use Confidential Information for other purposes than those intended by the disclosing Party
 - 17.5.7. not to divulge Confidential Information to any third Party for any purpose, unless and until expressly authorized in writing to do so by the disclosing Party,
 - 17.5.8. not to use, reproduce or store any information disclosed under this agreement in any externally accessible computer or electronic information retrieval system or transmit it outside of its principal place of business.
- 17.6. The Participating Entities agree that Confidential Information shall be used solely for the purpose for which it was submitted. The receiving Party undertakes not to claim any property right on the Confidential Information.

Article 18: Amendments

- 18.1. At the request of any Participating Entity, the MC or the GA, these Statutes may be amended at any time through approval by the GA. Any amendment to these Statutes will be agreed by simple majority vote. In the event of an even vote the President of the General Assembly will have a casting vote. If the President of the GA abstains, the amendment is rejected.
- 18.2. These Statutes may be completely replaced at any time by mutual agreement of the Participating Entities involved, following a 2/3 majority approval by the EAI General Assembly. In this case Participating Entities are allowed to leave the EAI with immediate notice although the financial contribution for the current year of the leaving Entity will remain property of the EAI.

Article 19: Conclusion of the EAI

- 19.1. The General Assembly has the right to dissolve the EAI by a minimum of two thirds majority of valid delegate votes (abstentions not counted).
- 19.2. In case of termination of the EAI any assets of the institute will be transferred to another entity dedicated to Astrobiology research and education, which will be selected by the GA. The identity of this entity has to be included into the motion calling for dissolution of the EAI.

Article 20: Suspension of rights of Participating Entities

- 20.1. Failure of the payment of membership fees by any Participating Entity upon due date will lead to suspension of all rights for its members (including passive and active voting rights) until payment is fully done.

Article 21: Exclusion of Participating Entity

- 21.1. The MC has the right to exclude any Participating Entity if it
- 21.1.1. fails to pay the membership fee in due course despite two reminders to do so
 - 21.1.2. undertakes any actions that gravely jeopardise the activities or the functioning of the EAI or damages its reputation
 - 21.1.3. engages in unlawful activities
 - 21.1.4. manages EAI funds improperly (this also includes money from grants from other

sources than membership fees)

- 21.2.** Any excluded Entity has the right to appeal against the MC decision to exclude it to the GA. Until the decision by the GA is made, all rights of the excluded Participating Entity including active and passive voting rights of its members are suspended.

Article 22: Validity of the Statutes

22.1. The Statutes are in force from the time of their decision by the GA until any amendment or replacement by the GA.

22.2. Any amendment or replacement of these Statutes decided by the GA are in force immediately.

List of Annexes

Annex 1: EAI Statutes

Annex 2: Interim Board and Interim EAI Management Committee (MC)

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Annex 2: Interim Board and Interim EAI Management Committee (MC)

Establishment of the EAI Management Committee (MC)

For the interim period until the General Assembly 2020, a provisional MC will be elected at the General Assembly 2019. Until the latter event, an Interim Board consisting of members of some leading research organisations and networks in Europe takes the responsibilities of the Management Committee. Members of this Interim Board are:

John Brucato, Observatory of Arcetri, IT
Patricia Cabezas, ESF, FR
Maurizio Falanga, ISSI, CH
Muriel Gargaud, University of Bordeaux, FR
Wolf Geppert, Stockholm University, SE
Thomas Henning, MPI for Astronomy, DE
Ján Hrušák, Czech Academy of Sciences, CZ
Emmanuelle Javaux, University of Liège, BE
Kalle Kirsimäe, University of Tartu, EE
Jesús Martínez-Frías, IGEO, ES
Miguel Mas Hesse, Centro de Astrobiología, ES
Nigel Mason, Open University, UK
Piero Messina, ESA, FR
Stephane Mazevet, CNRS, IT
Karin Olsson-Francis, Open University, UK
Tilman Spohn, German Aerospace Centre, DE
Ruth-Sophie Taubner, AbGradE/University of Vienna, AT
Michel Viso, CNES, FR
Nicolas Walter, ESF, FR
Frances Westall, EANA/CNRS, FR

Annex 3: Accession Form
Accession of Participating Entities to the EAI Memorandum of Understanding.

[ENTITY, block letters, font 12, bold], represented for the purpose hereof by [First name and Name], [Function], or her/his legal representative, established in [Address], hereby applies to accede to the EAI Memorandum of Understanding (EAI MoU), to enjoy all the rights and obligations of a *Core Organisation/Participating Institution Affiliated Group (please delete inappropriate)* in accordance with the provisions of the EAI Statutes.

[ENTITY, block letters, font 12, bold]

Approved by the EAI Management Committee

.....
Name of legal representative(s)

.....
Name of the MC Chair

.....
Signature of legal representative(s)

.....
Signature of the MC Chair

.....
Date

.....
Date

Annex 4: Participating Entities

To be included

Annex 5: Proposed membership fees

The following membership fees are suggested by the Interim Board:

Core Organisations (European and regional organisation (e.g. ESA, CNRS, National Academies)	EUR 8000,-
Core Organisations from EU Less Represented Countries and other non-EU countries ascribed a similar status by the EAI Management Committee	EUR 4000,-
Participant Institutions (or internal structures representing institutions)	EUR 2000,-
Participant Institutions from EU Less Represented Countries and other non-EU countries ascribed a similar status by the EAI Management Committee	EUR 1000,-
Affiliated Groups	EUR 500,-
Affiliated Groups from EU Less Represented Countries and other non-EU countries ascribed a similar status by the EAI Management Committee	EUR 250,-