

**General Assembly Meeting of the European Astrobiology Institute**  
**Liblice, 28-30 May 2019**

**Resolution 4**

The European Science Foundation (ESF-Science Connect) acts as the Host Organisation of the European Astrobiology Institute with all rights, responsibilities and duties set forth by the Statutes of the aforementioned Institute and the Memorandum of Understanding attached as an Annex to this Resolution. The Memorandum of Understanding can be updated by mutual agreement between the Management Committee of the European Astrobiology Institute and the European Science Foundation. Fundamental amendments of the mutual agreement, however, request the approval of the General Assembly.

Employment of ESF staff will start 1 October 2019.



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# Memorandum of Understanding establishing a partnership to provide Strasbourg-based support for long-term sustainability of the European Astrobiology Institute - DRAFT

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Between:

**The European Science Foundation (ESF)<sup>1</sup>**

1 quai Lezay-Marnésia  
67080 Strasbourg Cedex  
France  
represented by **N.N.**, Chief Executive,

hereinafter known as “**ESF**”

and

**The European Astrobiology Institute**

represented by **N.N.**

hereinafter known as “**EAI**”

Each one designated individually as ‘the party’, or collectively as ‘the parties’.

**All Parties agree to the following:**

## **1. – PURPOSE OF THE AGREEMENT**

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.

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.

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<sup>1</sup> Local non-profit Association recorded with the Registry of Associations of the *Tribunal d’Instance* of Strasbourg, Volume 35, Folio 7.

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).

The purpose of this agreement is to define the mutually agreed framework by which the parties will support the establishment and sustainability of the EAI Offices within ESF.

Through this agreement, the term *EAI* covers the full perimeter of the society, including its governance and committees as well as high-level coordination of the regional hubs. The actual organisation and implementation of individual regional hubs activities are not covered by this agreement.

The parties mutually commit to acting loyally and in good faith, bringing to the notice of the other party, without delay, any conflict, difference of opinion or difficulty encountered in the performance of the present agreement. This agreement is non-binding.

## **2. – DURATION OF THE AGREEMENT**

This agreement will become effective upon its signature by parties, and for an indeterminate duration. Any amendments to the contents of the agreement will entail agreement from the parties in the form of a written and signed Addendum, to become an integral part of the present agreement.

## **3. – SCOPE**

Under the current MoU, under guidance of the EAI Management Committee and within the financial means allocated to ESF the ESF will be in charge of:

Operations:

- Supporting the EAI governance, assisting in the organisation of Management Committee meetings, providing meeting reports, reporting on decisions made and following up on actions agreed
- Support applications for funding of EAI activities from international and European bodies
- Support EAI public outreach, communication, dissemination and policy development efforts, the level of support being agreed with the EAI Management Committee based on the budgets decided by the EAI General Assembly.
- Support the organisation of EAI conferences, meetings and training events, the level of support being detailed and agreed with the EAI Management Committee based on the budgets decided by the EAI General Assembly.
- Liaising with and providing office support to the EAI Working Groups, the level of support being detailed and agreed with the EAI Management Committee based on the budgets decided by the EAI General Assembly.

Finance:

- Manage EAI budgets and accounts, setting up dedicated accounts when necessary
- Call for annual contributions from the participating institutions.
- Explore sponsorship opportunities in cooperation with the relevant EAI bodies. Collect contributions, memberships, sponsorship and any additional financial income.
- Process orders, following the financial rules and guidelines applicable at ESF
- Process payments, in particular travel and accommodation claims, following the financial rules and guidelines applicable at ESF

The ESF Chief Executive will have the possibility to refuse any action or initiative requested to ESF that would be breaching ESF's ethical or integrity guidelines or engage ESF liability with regards to existing ESF internal rules, national or international legislation or regulation. Should this happen the EAI Management Committee would be immediately informed about this decision and the rule, regulation or law it was based on.

#### **4. – MEANS**

Office space and facilities

ESF will provide sufficient and adequate office facilities, i.e. offices, furniture, meeting rooms, Storage space, etc. in its premises. ESF will also provide, telephone, IT infrastructure and IT equipment following the standard uses at ESF

Staffing

EAI Office staff will be employed by ESF, following ESF Human Resources policy. In particular, the ESF will employ the following key office members:

- EAI Scientific Officer – At ESF Science Officer level or above  
*In charge of coordinating the Office activities (including those related to the committees and regional hubs) and supporting the Management Committee as listed under the heading "Operations" in Section 3.*
- EAI Administrator – At ESF administrator level  
*In charge of providing general office support to the EAI Office as listed under the heading "Finances" in Section 3.*

The EAI Scientific Officer, Administrator and any staff member supported by the EAI budget will be appointed by the ESF management, in consultation with the EAI Management Committee.

## **5. –BUDGET AND FINANCES**

### Annual Budgets

EAI budgets will be proposed by the EAI Management Committee, validated by the ESF Chief Executive and ratified by General Assembly of the EAI.

ESF will provide a 6-monthly budget situation on all EAI accounts; it will also provide annual financial statements to the EAI General Assembly for ratification.

### Funding the office activities

Costs related to the EAI activities will be of two types:

- Direct Costs:
  - Staff costs – Justified by the means of timesheets
  - Other costs (e.g. travel and accommodation, communication costs, web development, service provision) – Justified by the means of invoices, bills and claim forms.

These direct costs will be fully covered by the EAI budgets, following the budget decided by the General Assembly of the EAI.

- Indirect Costs:
  - Staff costs (e.g. Human resources, financial management of the EAI, general support)
  - Other costs (e.g. office space, heating, IT infrastructure, cleaning)

These indirect costs will be covered through a level of overhead of 18% applied on the income of the EAI and integrated in the annual budget.

These expenses will be paid within the limit of the available funds held by ESF on behalf of EAI. Any expense exceeding the available funds will be suspended until new income is cashed in.

## **6. –ASSETS**

Assets will be considered EAI assets if:

- i) they have been fully paid with the EAI or EAI-related funds
- ii) they have been developed or created by or through the coordination of EAI officer or an ESF staff paid by EAI budget.

ESF takes care of the EAI assets:

- Financial assets
- Intellectual Property
- Furniture and office equipment
- Any other tangible or intangible asset

The ESF will maintain an inventory of EAI assets that will be updated on a yearly basis and validated by EAI Management Committee at least once a year.

## **7. – CONTACT PERSONS**

**For the ESF:**

| <i>Project Management</i> |  | <i>Financial/Administrative matters</i> |  |
|---------------------------|--|---|--|
| Name:                     | <b>Jonas L'Haridon</b>                                   | Name:                                   | <b>Caroline Lambert</b>                                |
| Tel n°:                   | +33 (0)3 88 76 71 66                                     | Tel n°:                                 | +33 (0)3 88 76 71 00                                   |
| Email:                    | <a href="mailto:jlharidon@esf.org">jlharidon@esf.org</a> | Email:                                  | <a href="mailto:clambert@esf.org">clambert@esf.org</a> |

**For EAI:**

| <i>Project Management</i> |             |
|---------------------------|-------------|
| Name:                     | <b>N. N</b> |
| Tel n°:                   |             |
| Email:                    |             |

**9. – CANCELLATION**

Termination of the present agreement can be made through consensus between all parties. The agreed termination must be confirmed in writing and signed by an authorised representative of each Party. Any party can also decide to cancel its participation to the present agreement by informing the other parties in writing with a notice period of at least 12 months

**This agreement has been drawn up in two copies, each party receiving an original, duly initialled and signed by the parties.**

**For the ESF:****European Science Foundation**

Name:  
Function: Chief Executive

Date:

**For EAI:****EAI Management Committee**

Name: N.N.  
Function:

Date: