

BASIC DOCUMENTS

PREFACE

The EUMETSAT Basic Documents publication, which you can also consult at any time on the EUMETSAT website www.eumetsat.int, contains all the basic legal texts which govern the operation of EUMETSAT as an intergovernmental Organisation.

This publication contains the EUMETSAT Convention, a chapter presenting all approved EUMETSAT programmes, the Protocol on Privileges and Immunities, the Headquarters Agreement, the Council's Rules of Procedures, the Terms of Reference of EUMETSAT Subsidiary Delegate Bodies, the EUMETSAT Data Policy, the Financial Rules and the Staff Rules.

The Resolutions adopted by the EUMETSAT Council and Declarations on Optional Programmes can be found on the EUMETSAT website.

I trust that you will find this update of the EUMETSAT Basic Documents a useful reference tool. Further updates will be issued regularly. Should you have any queries or comments on this issue of the Basic Documents, please do not hesitate to contact the EUMETSAT Legal Affairs Division, legalaffairs@eumetsat.int.

<u>DOCUMENT CHANGE RECORD</u>				
Chapter	Article Number	Page	Date	Reason for Change
Cover page	-	-	January 2014	Change of date.
Preface	-	-	-	-
Table of Contents	-	-	-	-
Convention	-	-	-	-
Programmes	-	All	January 2014	Change of date.
	-	45		Update the scale of contributions for mandatory programmes to include new Member States and new rates, following the accession of Lithuania on 1 January 2014 and Iceland on the 7 January 2014.
	-	49		<ul style="list-style-type: none"> - Update of information related to amendments to original declaration to insert all relevant references. - Insertion of the table with dates of subscription by Participating States to the Optional Jason-2 Altimetry Programme.
	-	50, 54-55		Extension of the duration and increase of the financial envelope of the Optional Jason-2 Altimetry Programme, in accordance with EUM/C/79/13/DOC/12 and EUM/C/79/13/Res. IV.

<u>DOCUMENT CHANGE RECORD</u>				
Chapter	Article Number	Page	Date	Reason for Change
	-	56-59		<ul style="list-style-type: none"> - Update of information related to amendments to original declaration to insert all relevant references. - Inclusion of Lithuania and Iceland in the scale of contributions and in the voting coefficient of the Optional Jason-2 Altimetry Programme, following their confirmation of participation from 1 January 2014 and 7 January 2014 respectively.
	-	61		<ul style="list-style-type: none"> - Update of information related to amendments to original declaration to insert all relevant references. - Insertion of the table of dates of subscription to the Optional Jason-3 Altimetry Programme by Participating States.
	-	71-72		<ul style="list-style-type: none"> - Update of information related to amendments to original declaration to insert all relevant references. - Inclusion of Lithuania and Iceland in the scale of contributions and in the voting coefficient of the Optional Jason-3 Altimetry Programme, following their confirmation of participation from 1 January 2014 and 7 January 2014 respectively.
Protocol	-	-	-	-
HQ Agreement	-	-	-	-

<u>DOCUMENT CHANGE RECORD</u>				
Chapter	Article Number	Page	Date	Reason for Change
Rules of Procedure	-	-	-	-
Terms of Reference	-	-	-	-
Data Policy	-	-	-	-
Financial Rules	-	-	-	-
Staff Rules	-	All	January 2014	Change of date.
	Annex II	II.2		Annual update of the Internal Tax Rates table.
	Annex III	III.1, III.5-III.6		- Correction: re-introduction of the amendments to the subsistence allowance and the conditions for travel expenses on missions, in accordance with EUM/C/72/11/DOC/30; - Section “III. Kilometric allowance” re-inserted in accordance with EUM/C/72/11/DOC/30.
	Annex V, art. 2 and 3	V.3-V.4		Introduction of the contribution from beneficiaries towards healthcare administration costs, in accordance with EUM/C/79/13/DOC/30.

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FOR THE ESTABLISHMENT OF A
EUROPEAN ORGANISATION FOR THE EXPLOITATION
OF METEOROLOGICAL SATELLITES
(EUMETSAT)

entered into force on 19 June 1986,
including amendments entered into force on 19 November 2000

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PREAMBLE

The States Parties to this Convention,

CONSIDERING that:

- the safety of populations and the efficient execution of numerous human activities are conditioned by meteorological data and that it calls for more accurate and prompter forecasts;
- the possibility of improving the forecasts to a large extent depends on the availability of meteorological observations, local as well as global, including those relating to remote and desert regions;
- meteorological satellites have proved their aptitude and unique potential as a complement to the ground observations systems, particularly in respect to permanent weather monitoring and the carrying out and speedy collection of observations over the most inaccessible areas of the earth's surface;
- meteorological satellites, by virtue of their data coverage and operational characteristics, provide long term global data sets of vital importance for the monitoring of the earth and its climate, especially important for the detection of global change;

NOTING that:

- the World Meteorological Organization has recommended its members to improve meteorological data bases and strongly supported plans to develop and exploit a global satellite observation system in order to contribute to its programmes;
- the Meteosat satellites were successfully developed by the European Space Agency;
- the Meteosat Operational Programme (MOP) conducted by EUMETSAT has demonstrated Europe's capacity to assume its share of responsibility in the operation of a global satellite observation system;

RECOGNISING that:

- no other national or international organisation provides Europe with all the meteorological satellite data necessary to cover its zones of interest;
- the magnitude of the human, technical and financial resources required for activities in the space field is such that these resources lie beyond the means of any single European country;
- it is desirable to provide the European meteorological organisations with a framework for cooperation enabling them to embark on joint activities making use of space technologies applicable to meteorological research and weather forecasting;

HAVE AGREED AS FOLLOWS:

ARTICLE 1

ESTABLISHMENT OF EUMETSAT

- 1 A European Organisation for the Exploitation of Meteorological Satellites, hereinafter referred to as "EUMETSAT", is hereby established.
- 2 The members of EUMETSAT, hereinafter referred to as "Member States", shall be those States that are Parties to this Convention in pursuance of the provisions of Article 16.2 or 16.3.
- 3 EUMETSAT shall have legal personality. It shall in particular have the capacity to contract, to acquire and dispose of movable and immovable property and to be party to legal proceedings.
- 4 The organs of EUMETSAT shall be the Council and the Director-General.
- 5 The Headquarters of EUMETSAT shall be located in Darmstadt, Federal Republic of Germany, unless otherwise decided by Council in accordance with Article 5.2 (b) v.
- 6 The official languages of EUMETSAT shall be English and French.

ARTICLE 2

OBJECTIVES, ACTIVITIES AND PROGRAMMES

- 1 The primary objective of EUMETSAT is to establish, maintain and exploit European systems of operational meteorological satellites, taking into account as far as possible the recommendations of the World Meteorological Organization.

A further objective of EUMETSAT is to contribute to the operational monitoring of the climate and the detection of global climatic changes.
- 2 The definition of the initial system is contained in Annex I; further systems shall be established as defined in Article 3.
- 3 In the execution of its objectives, EUMETSAT shall:
 - (a) take maximum advantage of the technologies developed in Europe, in particular in the field of meteorological satellites by providing for operational continuation of the programmes that have proved technically successful and cost-effective;
 - (b) rely as appropriate on the capabilities of the existing international organisations carrying out activities in a similar field;
 - (c) contribute to the development of space meteorology techniques and meteorological observing systems using satellites that may lead to improved services at optimum cost.

- 4 For the purpose of achieving its objectives EUMETSAT shall, as far as possible, and in conformity with meteorological tradition, cooperate with the Governments and national organisations of the Member States, as well as with non-Member States and governmental and non-governmental international scientific and technical organisations whose activities are related to its objectives. EUMETSAT may conclude agreements to that end.
- 5 The General Budget comprises activities not linked to a specific programme. They shall represent the basic technical and administrative infrastructure of EUMETSAT including basic staff, buildings and equipment as well as preliminary activities authorised by the Council in preparation of future programmes not yet approved.
- 6 The programmes of EUMETSAT shall include mandatory programmes in which all Member States participate and optional programmes with participation by those Member States that agree so to do.
- 7 Mandatory programmes are:
 - (a) the Meteosat Operational Programme (MOP) as defined in Annex I of the Convention;
 - (b) the basic programmes required to continue the provision of observations from geostationary and polar orbits;
 - (c) other programmes as defined as such by the Council.
- 8 Optional programmes are programmes within the objectives of EUMETSAT agreed as such by the Council.
- 9 EUMETSAT may, outside the programmes referred to in paragraphs 6, 7 and 8 above but not in conflict with the objectives of EUMETSAT, carry out activities requested by third parties and approved by the Council in accordance with Article 5.2 (a). The cost of such activities shall be borne by the third party concerned.

ARTICLE 3

ADOPTION OF PROGRAMMES AND THE GENERAL BUDGET

- 1 Mandatory programmes and the General Budget are established through the adoption of a Programme Resolution by the Council in accordance with Article 5.2 (a), to which a detailed Programme Definition, containing all necessary programmatic, technical, financial, contractual, legal and other elements is attached.
- 2 Optional programmes are established through the adoption of a Programme Declaration by the Member States interested in accordance with Article 5.3 (a) to which a detailed Programme Definition, containing all necessary programmatic, technical, financial, contractual, legal and other elements is attached. Any optional programme shall fall within the objectives of EUMETSAT and be in accordance with the general framework of the Convention and the rules agreed by the Council for its application. The Programme Declaration shall be approved by the Council in an Enabling Resolution in accordance with Article 5.2 (d) iii.

Any Member State shall have the opportunity to participate in the preparation of a draft Programme Declaration and may become a Participating State of the optional programme within the time frame set out in the Programme Declaration.

Optional programmes take effect once at least one third of all EUMETSAT Member States have declared their participation by signing the Declaration within the time frame set out and the subscriptions of these Participating States have reached 90% of the total financial envelope.

ARTICLE 4

THE COUNCIL

- 1 The Council shall be composed of not more than two representatives of each Member State, one of whom should be a delegate of the country's National Meteorological Service. The representatives may be assisted by advisers during meetings of the Council.
- 2 The Council shall elect from among its members a Chairman and a Vice-Chairman who shall hold office for two years and may be re-elected not more than once. The Chairman shall conduct the discussions of the Council and shall not have the capacity of a representative of a Member State.
- 3 The Council shall meet in ordinary session at least once a year. It may meet in extraordinary session at the request of either the Chairman or one-third of the Member States. The Council shall meet at the EUMETSAT Headquarters unless it decides otherwise.
- 4 The Council may establish subsidiary bodies and working groups as it deems necessary for the achievement of the objectives and programmes of EUMETSAT.
- 5 The Council shall adopt its own rules of procedure.

ARTICLE 5

ROLE OF THE COUNCIL

- 1 The Council shall have the powers to adopt all the measures necessary for the implementation of this Convention.
- 2 The Council shall in particular be empowered,
 - (a) by a unanimous vote of all the Member States:
 - i. to decide on the accession of States referred to in Article 16, and on the terms and conditions governing such accession;
 - ii. to decide on the adoption of mandatory programmes and General Budget as referred to in Article 3.1;
 - iii. to decide on the ceiling of contributions for the General Budget for a period of five years one year before the end of the period or to revise such a ceiling;
 - iv. to decide on any measures of financing programmes, e.g. through loans;
 - v. to authorise any transfer from a budget of a mandatory programme to another mandatory programme;
 - vi. to decide on any amendment of an approved Programme Resolution and Programme Definition as referred to in Article 3.1;
 - vii. to approve the conclusion of Cooperation Agreements with non-Member States;
 - viii. to decide to dissolve or not to dissolve EUMETSAT in conformity with Article 20;
 - ix. to amend the Annexes to this Convention;
 - x. to approve cost overruns of more than 10% thereby increasing the original financial envelope or ceiling of mandatory programmes (except for MOP);
 - xi. to decide on activities to be carried out on behalf of third parties.

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- (b) by a two-thirds majority vote of the Member States present and voting representing also at least two-thirds of the total amount of GNP contributions (respectively MOP contributions for i. below):
 - i. to adopt the annual budget for the MOP, together with the level of staff complements and the expenditure and income forecast for the following three years attached thereto;
 - ii. to adopt the Financial Rules as well as all other financial provisions;
 - iii. to decide on the way EUMETSAT will be dissolved pursuant to the provisions of Article 20.3 and 4;
 - iv. to decide on the exclusion of a Member State pursuant to the provisions of Article 14, and on the conditions of such exclusion;
 - v. to decide on any transfer of the EUMETSAT Headquarters;
 - vi. to adopt the Staff Rules;
 - vii. to decide on the distribution policy for satellite data for mandatory programmes.
- (c) by a vote representing at least two-thirds of the total amount of contributions and one half of the Member States present and voting:
 - i. to adopt the annual General Budget and the annual budgets for mandatory programmes (except for MOP), together with their level of staff complements and the expenditure and income forecast for the following three years attached thereto;
 - ii. to approve cost overruns of up to 10% thereby increasing the original financial envelope or ceiling (except for MOP);
 - iii. to approve annually the accounts of the previous year, together with the balance sheet of the assets and liabilities of EUMETSAT, after taking note of the auditor's report, and give discharge to the Director-General in respect of the implementation of the budget;
 - iv. to decide on all other measures relating to mandatory programmes that have a financial impact on the Organisation.
- (d) by a two-thirds majority of the Member States present and voting:
 - i. to appoint the Director-General for a specific period, and terminate or suspend his appointment; in the case of suspension the Council shall appoint an Acting Director-General;

- ii. to define the operational specifications of mandatory satellite programmes as well as the products and services;
 - iii. to decide that an envisaged optional programme falls within the objectives of EUMETSAT and that the programme is in accordance with the general framework of the Convention and the rules agreed by Council for its application;
 - iv. to approve the conclusion of any Agreement with Member States, international governmental and non-governmental organisations, or national organisations of Member States;
 - v. to adopt recommendations to the Member States concerning amendments to this Convention;
 - vi. to adopt its own rules of procedure;
 - vii. to appoint the auditors and to decide the length of their appointments.
- (e) by a majority of the Member States present and voting:
- i. to approve appointments and dismissals of senior staff;
 - ii. to decide on the setting-up of subsidiary bodies and working groups and define their terms of reference;
 - iii. to decide on any other measures not explicitly provided for in this Convention.

3 For optional programmes the following specific rules apply:

- (a) The Programme Declaration shall be adopted by a two-thirds majority of Member States interested, present and voting.
- (b) All measures for the implementation of an optional programme shall be decided upon by a vote representing at least two-thirds of the contributions and one-third of the Participating States present and voting.

The coefficient of a Participating State is limited to 30%, even if the percentage of its financial contribution is higher.

- (c) Any amendment of the Programme Declaration or any decision on accession requires unanimity of all Participating States.

- 4 Each Member State shall have one vote in the Council. However, a Member State shall have no vote in the Council if the amount of its arrears of contributions exceeds the assessed amount of its contributions for the current financial year. In such cases the Member State concerned may nevertheless be authorised to vote if a two-thirds majority of all the Member States entitled to vote considers that the non-payment is due to circumstances beyond its control. For the purpose of determining unanimity or the majorities provided for in the present Convention, no account shall be taken of a Member State that is not entitled to vote. The above rules shall apply *mutatis mutandis* to optional programmes.

The expression "Member State present and voting" shall mean the Member States voting for or against. Member States that abstain shall be considered as not voting.

- 5 The presence of representatives of a majority of all the Member States entitled to vote shall be necessary to constitute a quorum. This rule shall be applied *mutatis mutandis* to optional programmes. Council decisions in respect of urgent matters may be secured by means of a written procedure in the interval between Council meetings.

ARTICLE 6

DIRECTOR-GENERAL

- 1 The Director-General shall be responsible for the implementation of the decisions taken by the Council and for the execution of the tasks assigned to EUMETSAT. He shall be the legal representative of EUMETSAT and in that capacity he shall sign Agreements approved by the Council, as well as contracts.
- 2 The Director-General shall act on the instructions of the Council. He shall in particular,
 - (a) ensure the proper functioning of EUMETSAT;
 - (b) receive the contributions of the Member States;
 - (c) enter into the commitments and incur the expenditure decided on by the Council, within the limit of the authorised credits;
 - (d) implement decisions of the Council regarding the financing of EUMETSAT;
 - (e) draft tender invitations and contracts;
 - (f) prepare the meetings of the Council and provide the meetings of possible subordinate bodies and working groups with the necessary technical and administrative assistance;
 - (g) monitor and control the execution of contracts;

- (h) prepare and implement the budgets of EUMETSAT in accordance with the Financial Rules and submit annually for approval by the Council the accounts relating to the implementation of the budgets and the balance sheet of assets and liabilities, drawn up in each case in accordance with the Financial Rules, and the report on the activities of EUMETSAT;
 - (i) maintain the necessary accounts;
 - (j) execute such other tasks as may be entrusted to him by the Council.
- 3 The Director-General shall be supported by a Secretariat.

ARTICLE 7

STAFF OF THE SECRETARIAT

- 1 Except as provided for in the second paragraph of this Article the staff of the Secretariat shall be governed by the Staff Rules adopted by the Council under the provisions of Article 5.2 (b). Where the conditions of employment of a staff member of the Secretariat are not governed by the said Rules, they shall be governed by the law applicable in the country where the person concerned is carrying out his duties.
- 2 Staff shall be recruited on the basis of their qualifications, account being taken of the international character of EUMETSAT. No post may be reserved for nationals of a specific Member State.
- 3 Staff of national bodies of the Member States may be employed by and made available to EUMETSAT for a specific period.
- 4 The Council shall, in conformity with Article 5.2 (e), approve appointments and dismissals of senior staff as defined in the Staff Rules. Other staff members shall be appointed and may be dismissed by the Director-General acting under authority delegated by the Council. The Director-General shall have authority over the Secretariat staff as a whole.
- 5 The Member States shall respect the international character of the responsibilities of the Director-General and members of the Secretariat. In the exercise of their duties, the Director-General and members of the Secretariat shall neither seek nor accept instructions from any Government or any authority external to EUMETSAT.

ARTICLE 8

OWNERSHIP AND DISTRIBUTION OF SATELLITE DATA

- 1 EUMETSAT shall have worldwide exclusive ownership of all data generated by EUMETSAT's satellites or instruments.
- 2 EUMETSAT shall make available sets of data agreed by the Council to the National Meteorological Services of Member States of the World Meteorological Organization.
- 3 The distribution policy regarding satellite data shall be decided in accordance with the rules laid down in Article 5.2 (b) for mandatory programmes and 5.3 (b) for optional programmes. EUMETSAT, through the Secretariat, and the Member States shall be responsible for the implementation of this policy.

ARTICLE 9

LIABILITY

- 1 EUMETSAT offers no warranty in respect of the services and products provided or to be provided pursuant to this Convention.
- 2 EUMETSAT, the Member States, and their civil servants or employees, when acting in the exercise of their functions and within the limits of their authority, as well as any representative at EUMETSAT meetings, shall not be liable to any Member State or EUMETSAT in respect of loss or injury resulting from any discontinuation, delay or unsatisfactory operation of the services provided.
- 3 No Member State shall be liable for the acts and obligations of EUMETSAT linked with the establishment of the space segment of EUMETSAT, except where such liability results from a treaty to which that Member State and a State claiming compensation are parties. In that case, EUMETSAT shall indemnify the Member State concerned in respect of any such liability, unless the latter has expressly undertaken to assume exclusively such liability. The Council shall establish the procedures for the implementation of this paragraph.

ARTICLE 10

FUNDING PRINCIPLES

- 1 The expenditure of EUMETSAT shall be covered by the financial contributions of the Member States and by any other EUMETSAT income.
- 2 Each Member State shall pay to EUMETSAT an annual contribution to the General Budget and to the mandatory programmes (except for MOP) on the basis of the average Gross National Product (GNP) of each Member State for the three latest years for which statistics are available.

The update of the statistics shall be made every three years.

For MOP, each Member State shall pay to EUMETSAT an annual contribution on the basis of the scale contained in Annex II.

- 3 Member States are bound to pay their contributions to mandatory programmes (except MOP) up to a maximum of 110% if a decision is taken according to Article 5.2 (c) ii.
- 4 For optional programmes, each participating Member State shall pay to EUMETSAT an annual contribution on the basis of the scale agreed for the programme.
- 5 In the case an optional programme is not fully subscribed within one year after the date at which it has taken effect in accordance with Article 3.2 the existing participants are bound to accept a new scale of contributions whereby the deficit is distributed pro rata, unless they agree unanimously on a different solution.
- 6 All contributions shall be made in European Currency Units (ECU) as defined by the European Communities. For MOP contributions may also be made in any convertible currency.
- 7 The methods of payment of the contributions, and the methods of updating the statistics for GNP, shall be determined in the Financial Rules.
- 8 The Financial Rules shall define the applicable procedure in the event of the non-payment of contributions of a Member State, as well as the additional charges on the Member State that is in arrears with its contributions.
- 9 The Council may accept voluntary contributions, whether in cash or otherwise, provided they are made for purposes compatible with the objectives, activities and principles of conduct of EUMETSAT.

ARTICLE 11

BUDGETS

- 1 Budgets shall be established in terms of ECU.
- 2 The financial year shall run from 1 January to 31 December.
- 3 The budgets of EUMETSAT shall be drawn up for each financial year before the beginning of that year under the conditions laid down in the Financial Rules. The revenue and expenditure shown in the budgets shall be in balance.
- 4 The Council shall, in conformity with Article 5.2 (b) and (c), adopt the budget for MOP, the General Budget and the budgets for mandatory programmes for each financial year, as well as any supplementary and amending budgets. Member States participating in optional programmes shall adopt the budgets for these programmes in accordance with Article 5.3 (b).
- 5 The adoption of the budgets shall constitute:
 - (a) the obligation for each Member State to make available to EUMETSAT the financial contributions fixed in the budgets;
 - (b) the authority for the Director-General to incur commitments and expenditure within the limit of the corresponding authorised credits.
- 6 If a budget has not been adopted by the beginning of a financial year, the Director-General may, each month, enter into commitments and make payments in each chapter of the corresponding budget up to one twelfth of the appropriations in the budget of the preceding financial year, provided that he shall not have at his disposal appropriations in excess of one twelfth of those provided for in the draft budget.
- 7 Member States shall pay each month, on a provisional basis and in accordance with the scale of contributions, the amounts necessary for the application of paragraph 6 of this Article.
- 8 The detail of the financial arrangements and accounting procedures shall be contained in the Financial Rules adopted by the Council in conformity with Article 5.2 (b).

ARTICLE 12

AUDIT

- 1 The accounts of all revenue and expenditure shown in the budgets and the balance sheet of the assets and liabilities of EUMETSAT shall, under the conditions laid down in the Financial Rules, be submitted for annual audit. The auditors shall submit to the Council each year a report on the accounts.
- 2 The Director-General shall give the auditors any information and assistance needed for the execution of their task.
- 3 The further detail of the audit shall be determined by the Council.

ARTICLE 13

PRIVILEGES AND IMMUNITIES

EUMETSAT shall enjoy the privileges and immunities that are necessary for the performance of its official activities, in conformity with a Protocol to be drawn up subsequently.

ARTICLE 14

NON-FULFILMENT OF OBLIGATIONS

- 1 A Member State that fails to fulfil its obligations under this Convention shall cease to be a member of EUMETSAT, if the Council so decides in conformity with the provisions of Article 5.2 (b), the State concerned not taking part in the vote on this issue. The decision shall take effect at a date decided by the Council.
- 2 If a Member State is excluded from the Convention, the scales of contributions for the General Budget and for the mandatory programmes shall be adjusted in accordance with Article 10.2. The Participating States shall, in accordance with the rules laid down in the Programme Declaration, decide about any adjustment of scales of contributions following the exclusion from optional programmes.

ARTICLE 15

DISPUTES

- 1 Any dispute between two or more Member States, or between any of them and EUMETSAT, concerning the interpretation or application of this Convention or its Annexes, that cannot be settled by or through the Council shall, at the request of any Party to the dispute, be submitted to an Arbitration Tribunal, unless the Parties agree on another mode of settling the dispute.
- 2 The Arbitration Tribunal shall consist of three members. Each Party to the dispute shall nominate one arbitrator within a period of two months reckoned from the date of receipt of the request referred to in paragraph 1 above. The first two arbitrators shall, within a period of two months reckoned from the nomination of the second arbitrator, nominate the third arbitrator, who shall be the Chairman of the Arbitration Tribunal and who may not be a national of a State that is a Party to the Dispute. If one of the two arbitrators has not been nominated within the required period he shall, at the request of either Party, be nominated by the President of the International Court of Justice or, if there is no agreement between the Parties to call on the latter, by the Secretary General of the Permanent Court of Arbitration. The same procedure shall apply if the Chairman of the Arbitration Tribunal has not been nominated within the required period.
- 3 The Arbitration Tribunal shall itself determine its seat and establish its own rules of procedure.
- 4 Each Party shall bear the cost relating to the arbitrator for whose nomination it is responsible, as well as the costs of being represented before the Tribunal. The expenditure relating to the Chairman of the Arbitration Tribunal shall be shared equally by the Parties to the dispute.
- 5 The award of the Arbitration Tribunal shall be made by a majority of its members, who may not abstain from voting. This award shall be final and binding on all Parties to the dispute and no appeal shall lie against it. The Parties shall comply with the award without delay. In the event of a dispute as to its meaning or scope, the Arbitration Tribunal shall interpret it at the request of any Party to the dispute.

ARTICLE 16**SIGNATURE, RATIFICATION, AND ACCESSION**

- 1 This Convention shall be open for signature by the States that took part in the Conference of Plenipotentiaries on the setting-up of a European Organisation for the Exploitation of Meteorological Satellites.
- 2 The said States shall become Parties to this Convention either
 - by signature not subject to ratification, acceptance or approval, or
 - by the deposit of an instrument of ratification, acceptance or approval with the depositary if the Convention was signed subject to ratification, acceptance or approval.
- 3 From the date of entry into force of this Convention, any State that did not take part in the Conference of Plenipotentiaries referred to in paragraph 1 of this Article may accede to it following a Council decision taken in conformity with the provisions of Article 5.2 (a). A State that wishes to accede to this Convention shall notify the Director-General accordingly and the latter shall inform the Member States of the request at least three months before it is submitted to the Council for decision. The Council shall determine the terms and conditions for the accession of the State in question, in conformity with Article 5.2 (a).
- 4 The instruments of ratification, acceptance, approval and accession shall be deposited with the Government of the Swiss Confederation, referred to as "the depositary".
- 5 Accession to the EUMETSAT Convention means as a minimum participation in the General Budget and in all the mandatory programmes. Participation in optional programmes is subject to a decision of the Participating States in accordance with Article 5.3 (c). Any State that becomes a Party to the Convention shall make a special payment towards the investments already made taking into account the mandatory and optional programmes in which the State will participate. The amount of payment shall be determined in conformity with Article 5.2 (a) i. as regards mandatory programmes and in conformity with Article 5.3 (c) as regards the optional programmes.
- 6 If a State accedes to the Convention, the scale of contributions for the General Budget and for the mandatory programmes shall be adjusted by the Council. The Participating States shall decide about any adjustment of scales of contributions following the accession to any optional programme.

ARTICLE 17

ENTRY INTO FORCE

- 1 This Convention shall enter into force sixty days after the date on which States whose aggregate contributions according to the scale at Annex II amount to at least 85% of the total amount of the contributions have become Parties to the Convention in implementation of Article 16.2.
- 2 If the requirements for entry into force of this Convention in accordance with paragraph 1 of this Article have not been met 2 years after the date on which the Convention was opened for signature, the depositary shall, at the earliest time possible, convene the Governments of the States which have signed the Convention without their signature being subject to ratification, acceptance or approval or which have deposited instruments of ratification, acceptance or approval. These Governments may then decide that notwithstanding the requirements of paragraph 1 the Convention shall enter into force among them. In taking such a decision these Governments shall agree upon the date of entry into force and a revision of the scale of contributions referred to in Annex II.
- 3 Following the entry into force of the Convention pursuant to either paragraph 1 or paragraph 2 of this Article, and pending the deposit of its instrument of ratification, acceptance or approval, a State that has signed the Convention subject to ratification, acceptance or approval may take part in EUMETSAT meetings without the right to vote.
- 4 For any State that, subsequent to the date of entry into force of the Convention, pursuant to either paragraph 1 or paragraph 2 of this Article, signs the Convention without its signature being subject to ratification, acceptance or approval, or deposits its instrument of ratification, acceptance or approval, and for any State that accedes to it, the Convention shall take effect on the date of signature by the said State or on the date of deposit of its instrument of ratification, acceptance, approval or accession, as the case may be.

ARTICLE 18

AMENDMENTS

- 1 Any Member State may propose amendments to this Convention. The amendment proposals shall be sent to the Director-General who shall communicate them to the other Member States at least three months prior to their examination by the Council. The Council shall examine the said proposals and may, by a decision taken in conformity with Article 5.2 (d) v., recommend the Member States to accept the proposed amendments.
- 2 The amendments recommended by the Council shall enter into force thirty days following the receipt by the depositary of the Convention of the written declarations of acceptance of all the Member States.
- 3 The Council may, by a decision taken in conformity with Article 5.2 (a), amend the Annexes to this Convention provided that any such amendment does not conflict with the Convention, at the same time determining the corresponding date of entry into force for all the Member States.

ARTICLE 19

DENUNCIATION

- 1 After this Convention has been in force for six years, any Member State may denounce it by notifying the depositary of the Convention, thereby leaving the General Budget, mandatory and optional programmes. The denunciation shall take effect for the General Budget at the end of the five year period for which the financial ceiling was decided, and for the mandatory or optional programmes at the time of the expiration of the programmes.
- 2 The State concerned shall retain the rights it has acquired up to the date the denunciation takes effect with regard to the various programmes in which it was involved.
- 3 If a Member State ceases to be a Party to the Convention, the scale of contributions for the General Budget shall be adjusted in accordance with Article 10.2 for the five year period following the period in which the State concerned denounced the Convention.

ARTICLE 20

DISSOLUTION

- 1 EUMETSAT may at any time be dissolved by the Council by a decision in accordance with Article 5.2 (a).
- 2 Unless the Council decides otherwise, EUMETSAT shall be dissolved if, as a result of the denunciation of this Convention by one or more Member States under the provision of Article 19.1 or as a result of an exclusion following Article 14.1, the contribution rate of each other Member State to the General Budget and to the mandatory programmes is increased by more than one fifth.

The decision on the dissolution shall be taken by the Council in conformity with Article 5.2 (a), a Member State having denounced the Convention or having been excluded not taking part in the vote on this issue.
- 3 In the cases referred to in paragraph 1 and 2, the Council shall appoint a liquidation authority.
- 4 The assets shall be shared out among the States that are members of EUMETSAT at the time of its dissolution pro rata to the contributions actually paid by them from the time of becoming Parties to this Convention. In the event of a deficit this shall be met by the same States pro rata to the contributions as assessed for the current financial year.

ARTICLE 21

NOTIFICATION

The depositary shall notify the signatory and acceding States of:

- (a) all signatures of the Convention;
- (b) the deposit of any instrument of ratification, acceptance, approval or accession;
- (c) the entry into force of the Convention, pursuant to either paragraph 1 or paragraph 2 of Article 17;
- (d) the adoption and entry into force of any amendment to the Convention or to the Annexes thereto;
- (e) any denunciation of the Convention, or any loss of membership status in EUMETSAT;
- (f) the dissolution of EUMETSAT.

ARTICLE 22

REGISTRATION

Upon the entry into force of this Convention, and of any amendments to it, the depositary shall register them with the Secretary General of the United Nations in accordance with Article 102 of the Charter of the United Nations.

EUMETSAT PROGRAMMES

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INTRODUCTION

When the Amending Protocol to the EUMETSAT Convention entered into force on 19 November 2000, the Annexes to the EUMETSAT Convention were abrogated in accordance with Article 23.2 of the Amending Protocol (see EUM/C/Res. XXXVI, approved by the 15th Council on 4-5 June 1991).

The Annexes to the 'original' Convention contained the System Descriptions and Scales of Contribution for all EUMETSAT programmes. Following the abrogation of the Annexes, this information, although still existing in Resolutions approved by the EUMETSAT Council, was no longer available for easy reference.

It is therefore the intention of this section to provide, in a user-friendly format, the System Descriptions and Scales of Contribution for all EUMETSAT programmes. References to relevant Council Resolutions are also included here. The full text of the Council Resolutions can be found on the EUMETSAT website.

To avoid redundancy and to facilitate future updates, we have in this publication deleted the Scales of Contributions from each Mandatory Programme which is currently in force. A new section containing the Scale of Contributions for Mandatory Programmes has been created. In programmes that have expired we have for historical reasons kept the Scale of Contributions which was in force at the time of expiry of the programme. No change has been made in Optional Programmes as each programme will keep its dedicated Scale.

I MANDATORY PROGRAMMES

As stipulated in the EUMETSAT Convention mandatory programmes are those programmes in which all Member States participate, which are:

- (a) the Meteosat Operational Programme (MOP);
- (b) the basic programmes required to continue the provision of observations from geostationary and polar orbits;
- (c) other programmes as defined as such by the Council.

Mandatory programmes and the General Budget are established through the adoption of a Programme Resolution by the Council, to which a detailed Programme Definition, containing all necessary programmatic, technical, financial, contractual, legal and other elements is attached.

METEOSAT OPERATIONAL PROGRAMME

SYSTEM DESCRIPTION

(originally formed Annex I of the EUMETSAT Convention, which was opened for signature at the Conference of Plenipotentiaries for the establishment of EUMETSAT, held on 24 May 1983. This programme expired in 1995.)

1 GENERAL

The European Meteorological Satellite system will continue the pre-operational Meteosat programme of geostationary satellites. The nominal position of the satellite will be over the 0° meridian. The system will comprise a space segment and a ground segment. The design of the spacecraft will be based on that of Meteosat. The ground segment will also make use of the experience gained during the pre-operational Meteosat programme and will provide for the tracking and control of the spacecraft and for central processing of the data.

2 FUNCTIONAL DESCRIPTION

2.1 Space Segment

The satellite will be equipped with the following capabilities:

- Imagery in three spectral regions, visible, infra-red atmospheric window, infra-red water vapour band.
- Dissemination of images and other data on two channels, each capable of transmitting digital or analogue data to users stations.
- Collection of data transmitted from in situ measuring stations.
- Distribution of meteorological data to earth stations.

2.2 Ground Segment

The ground segment will provide the following functions, most of which have to be performed in near real-time to meet meteorological requirements:

- Control, monitoring and operational use of one active satellite.
- Possibility of controlling a second satellite not in operation.
- Reception and pre-processing of image data. Pre-processing is the process of determining and adjusting for radiometric and geometric variations in the raw data. It will comprise as a minimum, mutual registration of the different channels, calibration of the infra-red atmospheric window channel, image localisation.
- Dissemination of pre-processed images to primary (PDUS) and secondary (SDUS) user stations.

Programmes

- Dissemination through the satellite of miscellaneous data including administrative messages and charts supplied from meteorological services.
- Dissemination of images from other meteorological satellites.
- Acquisition and limited processing of messages from in situ measuring stations (Data Collection Platforms (DCP)) and their dissemination. Dissemination of these messages will include both input to the meteorological Global Telecommunication System and transmission through the satellite to users station. (These transmissions will be in addition to the other transmissions listed in this section).
- Extraction of quantitative meteorological data, including wind vectors; other data needed for operational meteorology, such as sea surface temperature, upper tropospheric humidity, cloud amount and height; and a data set suitable for climatological purposes.
- Archiving in digital form of all available images for a sliding period of at least five months and of all the produced elaborated meteorological information permanently.
- Archiving on photographic film of at least 2 full disc images each day.
- Retrieval of archived information.
- Production and distribution of documentation including for instance an image catalogue and a system users' guide.
- Quality control of products and transmissions.

3 TECHNICAL PERFORMANCE

3.1 Space Segment

The detailed performance specification for the spacecraft will be decided by the Council but will not be inferior to the specification for the pre-operational Meteosats except that the facility for "interrogating" data collection platforms through a dedicated down-link will be omitted.

The following improvements are foreseen:

- Improved lifetime as regards electric power and propellant.
- Improved reliability of radiometer and electronics.
- Water vapour channel to be brought to the same standard of design and manufacture as the other two channels; noise (interference) to be reduced.
- Simultaneous operation of the infra-red window channel, the water vapour channel and both visible channels.
- "In flight" calibration of the water vapour channel.

- Temperature control of calibrating black body.
- Modification of transponder to allow for distribution of digital data to earth stations in addition to pre-operational Meteosat functions.

3.2 Ground Segment

The technical performance for the functions listed in 2.2 shall at least be that of the pre-operational system. The system will however be updated with the aim of improving reliability and reducing operating costs.

4 BRIDGING ACTIVITIES

The operation of the existing system, including Meteosat F1 and F2 and the satellite P2 (if launched within the framework of the pre-operational programme) will also be incorporated with the operational programme with effect from 24 November 1983.

5 LAUNCH SCHEDULE

- 5.1 The operational programme will cover the procurement of components and building of sub-units necessary for three new flight models (MO1, MO2, MO3) and one spare.

Only one integration team will be used and the spacecraft will be integrated sequentially.

MO1 will be launched when ready, in principle in the first half of 1987.

MO2 will be launched about one and a half years later, in principle in the second half of 1988.

MO3 will be launched in principle in the second half of 1990.

This launch date could be moved as warranted by the status of the programme and the availability of launchers at decision time.

Insurance of the launches of MO1 and MO2 will be arranged in order to allow for integration and launch of an additional flight unit if necessary.

- 5.2 The maximum amount referred to in I assumes that all launches will share a dual launch on ARIANE. The Council may decide by unanimous vote to use single launches if the programme requires.

6 DURATION OF THE PROGRAMME

The use of the operational satellites resulting from the tentative schedule is expected to be 8.5 years starting with the launch of MO1 in 1986-87. In addition, there will be bridging activities using existing satellites and providing operation of those satellites (F1, F2, P2) as available during the period from 24 November 1983 until the launch of MO1 in 1986-87. The expected overall duration of the programme is 12.5 years from beginning 1983 until mid 1995.

METEOSAT OPERATIONAL PROGRAMME

FINANCIAL ENVELOPE AND SCALE OF CONTRIBUTIONS

1 OVERALL ENVELOPE

The overall envelope for the initial system is estimated at 400 million accounting units (MAU) (mid-1982 prices and 1983 conversion rates) over the period 1983 to 1995, broken down as follows:

- Maximum amount of expenditure incurred by the Agency: 378 MAU
- EUMETSAT Secretariat (10.5 years): 10 MAU
- EUMETSAT contingency margin: 12 MAU

2 SCALE OF CONTRIBUTIONS¹

The Member States shall contribute to the remaining expenditure of the Meteosat Operational Programme including costs of the Secretariat associated with this programme and the contingency associated with this programme as of 1 January 1987 in accordance with the following scale of contributions.

MEMBER STATES	% CONTRIBUTIONS
Austria	0.60
Belgium	4.37
Denmark	0.58
Finland	0.35
France	25.45
Germany	26.23
Greece	0.30
Ireland	0.11
Italy	11.93
Netherlands	2.98
Norway	0.50
Portugal	0.30
Spain	5.21
Sweden	0.92
Switzerland	3.01
Turkey	0.50
United Kingdom	16.66
TOTAL	100.00

¹ This scale of contributions reflects the one in force at the expiry of the programme in 1995.

GENERAL BUDGET

DESCRIPTION

(originally adopted in Resolution EUM/C/Res. XVIII at the 11th meeting of the EUMETSAT Council on 5-6 December 1989; the ceilings for each subsequent 5-year period were established in Resolutions EUM/C/93/Res. I, EUM/C/95/Res. VI, EUM/C/99/Res. V, EUM/C/57/05/Res. I, EUM/C/63/07/Res. II and EUM/C/67/09/Res. III)

The General Budget will constitute the programmatic frame for all EUMETSAT core and prospective activities in 1990 and subsequent years.

Core activities shall be defined as those which are not linked to a specific programme. They represent the basic technical and administrative infrastructure of EUMETSAT including core staff, buildings and equipment.

Prospective activities mean preliminary activities authorised by Council in preparation of future programmes which are not yet approved.

The overall description of General Budget activities is currently contained in Article 2.5 of the Amended Convention.

**GENERAL BUDGET
CEILING AND CONTRIBUTIONS**

1 CEILING

The ceiling of the General Budget applicable for the period 2011-2015 amounts to M€90 at 2010 economic conditions.

2 CONTRIBUTIONS

The Member States shall contribute to the General Budget in accordance with a scale of contributions based on the Gross National Income statistics issued by the OECD. The current scale of contributions is provided in Section II below. The scale will be updated in triennial intervals.

METEOSAT TRANSITION PROGRAMME

SYSTEM DESCRIPTION

(as adopted in Resolution EUM/C/Res. XXVII at the 13th meeting of the EUMETSAT Council on 27-29 November 1990 and subsequently extended by EUM/C/97/Res. VII, EUM/C/02/Res I, EUM/C/04/Res. II, EUM/C/62/07/Res. II, EUM/C/67/09/Res. V and EUM/C/77/12/Res. II)

1 INTRODUCTION

The Meteosat Transition Programme will ensure the continuation of the service provided by meteorological satellites in geostationary orbit after 30 November 1995 at least until 31 December 2017.

2 THE GROUND SEGMENT

A Ground Segment will be developed to take over operations of the MOP and MTP satellites in December 1995. The Ground Segment will be used to provide routine operations support at least until 31 December 2017.

3 SPACE SEGMENT

The MTP Space Segment consists of a single new satellite of the same design as the latest Meteosat satellite (MOP-3), with a launch date scheduled for late 1995. In addition, advance activities will be performed to ensure the possibility of a future decision to manufacture a second new satellite.

4 IMPLEMENTATION PLAN

That the programme will be implemented in two slices. The first slice includes the manufacture of one new satellite, advance activities for a possible second satellite, definition of the Ground Segment and programme management.

The second slice includes the implementation of the Ground Segment, the satellite launch and the operation of Space and Ground Segments at least for 22 years.

The authorisation to proceed with the second slice of activities will take into account relevant results from the first slice.

METEOSAT TRANSITION PROGRAMME
FINANCIAL ENVELOPE AND CONTRIBUTIONS

1 FINANCIAL ENVELOPE

The first slice of activities defined in the System Description will have a financial envelope of 110 MEUR at 1989 economic conditions. The overall programme envelope (first + second slices) shall not exceed 301 MEUR at 1989 economic conditions.²

2 CONTRIBUTIONS

The Member States shall contribute to the Meteosat Transition Programme Budget in accordance with a scale of contributions based on the Gross National Income statistics issued by the OECD. The current scale of contributions is provided in Section II below. The scale will be updated in triennial intervals.

² Envelope as extended in Council Resolution EUM/C/77/12/Res. II.

PREPARATORY PROGRAMME FOR METEOSAT SECOND GENERATION:³

PHASE A

SYSTEM DESCRIPTION

(as adopted in EUM/C/Res. XXVIII at the 13th meeting of EUMETSAT Council on 27-29 November 1990 and subsequently extended in EUM/C/Res. XLI and EUM/C/92/Res. VII)

1 INTRODUCTION

Phase A of the MSG Preparatory Programme corresponds to the definition of a geostationary satellite system to ensure operational continuity of the present Meteosat system.

This phase is foreseen for four years, starting from 1 January 1991.

Phase A, in 1991/1992/1993/1994, will study the feasibility of a spin satellite system embarking a visible and infra-red imaging radiometer (SEVIRI) in support of a multispectral high resolution imagery mission and of an atmospheric instability monitoring mission as well as complementary instruments which will neither become design drivers nor cost drivers for the system as described below.

2 SYSTEM DESCRIPTION

- 2.1 The MSG space segment will consist in a series of spin-stabilised satellites in geostationary orbit at 0 Degree N-0 Degree E and operable between the limits of ± 45 Degree longitude.
- 2.2 This system, based on two satellites in orbit simultaneously (one operational and one back-up) will be designed for a 12 years operation period after commissioning of the first flight model.
- 2.3 In accordance with EUM/C/Res.XXIII, all satellites will carry a core payload, consisting of the following sub-systems:
 - a) An imaging radiometer, referred to as SEVIRI (Spinning Enhanced Visible and Infra-Red Imager), in support of both basic and high resolution imagery missions as well as of air mass analysis.
 - b) Meteorological communication payload (MCP) for dissemination and relay of images as well meteorological and environmental data and products.
- 2.4 A complementary payload, experimental or operational, which should not become a design driver for the system.

³ This preparatory programme has expired.

Programmes

2.5 MSG Ground Segment will comprise the following functional elements:

- a) satellite and mission control facilities,
- b) image processing and dissemination facilities,
- c) meteorological product extraction facilities,
- d) a central archive.

3 PHASE A CONTENT

Therefore, in 1991 phase A activities should concentrate on the definition of

- 3.1 a baseline SEVIRI with the set of channels which has been defined by SGATC and STG as meeting Council requirements stated in EUM/C/Res.XXIII,
- 3.2 a baseline MCP with raw data downlink and preprocessed data dissemination using the same frequency bands as MOP,
- 3.3 the complementary payload, after review of a call for ideas,
- 3.4 meteorological data and products to be disseminated,
- 3.5 ground segment architecture concepts,
- 3.6 the legal framework.

4 OUTLOOK

The results of a System Concept Review, to be carried out at completion of Phase A, will allow Council to take a decision on the extension of this programme to a Phase B.

Phase B will refine and review the concepts studied during Phase A and will lead to the final definition of the system and its architecture.

At the end of Phase B, a decision on the full programme proposal will be considered.

MSG PREPARATORY PROGRAMME

FINANCIAL ENVELOPE AND SCALE OF CONTRIBUTIONS

(as adopted in EUM/C/Res. XXVIII at the 13th meeting of the EUMETSAT Council on 27-29 November 1990 and subsequently extended in EUM/C/Res. XLI and EUM/C/92/Res. VII)

1 FINANCIAL ENVELOPE

The budgetary envelope for the MSG/PP Programme is fixed at 4.2 MECU at 1991 economic conditions for the financial years 1991, 1992, 1993 and 1994.

2 SCALE OF CONTRIBUTIONS⁴

The Member States shall contribute to the Meteosat Second Generation Preparatory Programme in accordance with the following scale of contributions:

MEMBER STATES	% CONTRIBUTIONS
Austria	2.23
Belgium	2.70
Denmark	1.76
Finland	1.84
France	16.79
Germany	22.29
Greece	0.95
Ireland	0.54
Italy	15.46
Netherlands	4.03
Norway	1.47
Portugal	0.86
Spain	6.96
Sweden	3.20
Switzerland	3.33
Turkey	1.50
United Kingdom	14.09
TOTAL	100.00

⁴ This scale of contributions reflects the one in force at the expiry of the programme.

METEOSAT SECOND GENERATION PROGRAMME INCLUDING EXTENSION FOR MSG-4

PROGRAMME DEFINITION

(originally adopted in Resolution EUM/C/92/Res. VI at the 25th Council Meeting on 22-24 June 1994; as extended in Resolution EUM/C/03/Res. I adopted at the 55th Council Meeting on 22-23 June 2004)

1 MISSIONS

The Meteosat Second Generation (MSG) Programme will provide for the development, demonstration and operation of a new system of geostationary meteorological satellites. This system will be designed for the continuation and upgrade of meteorological observations from the geostationary orbit over Europe and Africa and adjacent oceanic areas after the end of the Meteosat Transition Programme (MTP), from 2003 until 2018. Accordingly, the following missions have been defined.

a) The Multispectral Imaging Mission

The multispectral imaging mission will exploit atmospheric windows to provide images of clouds and land/sea surfaces. The use of a radiometer with channels having spectral characteristics similar to those of the AVHRR flown on the US polar orbiting satellites is required for consistency, with the advantage of more frequent observations.

b) The Air Mass Analysis Mission

The air mass analysis mission will be used to monitor the thermodynamic characteristics of the atmosphere. The additional spectral channels to be used will be responsive in the water vapour, carbon dioxide and ozone absorption bands. Their spectral characteristics have been selected based on experience gained in Meteosat and GOES-VAS operations.

c) The High Resolution Imaging Mission

The high resolution visible imaging mission will be used to monitor small scale features such as convective cloud evolution, with a resolution at nadir of approximately 1 km. It will use a channel in the same visible band as the existing Meteosat.

d) The Product Extraction Mission

The product extraction mission will derive meteorological and other products from the basic image data. Its outputs will provide information pertinent to products such as:

- winds,
- sea and land surface temperatures,
- air mass instability indices,
- cloud description,
- fog,
- albedo,
- vegetation indices,
- precipitable water,
- tropopause height and structure,
- climate data sets, etc...

It will rely on the existing expertise within EUMETSAT Member States.

e) The Data Collection Mission

The data collection mission will continue the collection of environmental data from data collection platform.

f) The Dissemination Mission

The dissemination mission will provide image data and meteorological data to the user community. A primary objective of the mission is to deliver selected image data for nowcasting within a few minutes of the end of acquisition of each image, because the timeliness of data delivery is of the utmost importance. Access to dissemination links will be controlled through the employment of encryption schemes by EUMETSAT.

The dissemination mission will operate in two distinct modes:

- i) a High Rate Information Transmission (HRIT) mode, disseminating at least the full set of image data on the European area and a reduced set on the southern part of the Earth disk, together with other data, to major users and to product extraction centres having access to the appropriate receiving stations.
- ii) a Low Rate Information Transmission (LRIT) mode, disseminating a reduced set of image and other data, to users operating lower cost receiving stations.

The Meteorological Data Distribution (MDD) Mission and the Data Collection Platform Relay Service (DCPRS) of the first generation Meteosat programmes will be integrated with the MSG dissemination mission.

- g) The MSG system may support additional operational or research missions not affecting the performance of the main missions, provided they do not have a significant impact on overall system complexity and **they are not cost drivers and are affordable to EUMETSAT**. Such missions could include a Search and Rescue support capability and/or a dedicated instrument for monitoring components of the Earth Radiation Budget (GERB).

2 THE MSG SYSTEM

2.1 Space Segment

The space segment of the Meteosat Second Generation system will be based on a series of **four** spin-stabilised satellites of an advanced design with the following payload:

- a) The Spinning Enhanced Visible and Infra-Red Imaging radiometer (SEVIRI), supporting the multispectral imaging, air mass analysis and high resolution visible imaging missions. The SEVIRI will use 12 channels, as follows:
 - seven imaging channels within the visible band and the infra-red windows,
 - four channels to measure infra-red emissions within the water vapour, carbon dioxide and ozone bands,
 - one broad band visible channel at finer spatial resolution.

The sampling distance of the SEVIRI will be 3 km at sub satellite point, except for the broad band visible channel, for which it will be 1 km. Full Earth images in all these spectral channels will be produced at 15-minute intervals.

- b) The Geostationary Meteorological Communication Payload (GMCP), supporting the data dissemination and the data collection missions.
- c) Additional payloads (to the extent that these can be accommodated without significant impact on satellite size or complexity and **that they are not cost drivers and are affordable** to EUMETSAT), such as a small Scientific Instrument and/or a Geostationary Search and Rescue (GEOSAR) transponder **and/or GERB**.

2.2 Ground Segment

The Meteosat Second Generation ground segment will consist of a network of ground based facilities, established with the need of long term continuity in mind, with a central node located at the EUMETSAT Headquarters.

2.2.1 EUMETSAT System Ground Segment

- a) A Primary Ground Station (PGS), under the control of the satellite operator (EUMETSAT), for the acquisition of telemetry and raw instrument data and for the support of general system operations.
- b) A Back-up Ground Station (BGS) for emergency command operations, which could be co-located with an SGS or located at a station with existing satellite control functions.
- c) One or more Support Ground Stations (SGS) to be used for the acquisition and pre-processing of data from other meteorological satellites and their relay to the Central Facility.
- d) A Central Facility at the EUMETSAT Headquarters, for satellite and mission control, as well as for processing the raw image data from the satellites into level 1.5 data to be made available to users, and including three main functional elements:
 - i) Satellite Control Centre (SCC),
 - ii) Mission Control Centre (MSS),
 - iii) Data Processing Centre (DPC) in support of the imaging missions and data circulation.
- e) A MSG Archive and Retrieval capability, part of the Unified Meteorological Archive and Retrieval Facility (U-MARF), for the long-term archive and retrieval of the image data, and some meteorological products. The configuration and location (which may be distributed) are to be determined.

2.2.2 EUMETSAT Applications Ground Segment

The applications ground segment will include all the ground infrastructure involved in product extraction from image data:

- a) A Meteorological Products Extraction Facility (MPEF) shall be established in the EUMETSAT Headquarters and shall perform centralized control and management tasks to achieve control over the availability of agreed key products as well as those mature processing tasks which are not strongly dependent upon user interaction. Typically the tasks of the MPEF will consist of the operational production at synoptic scale (grid size around 100 km) of products such as wind vectors and (multipurpose) cluster analyses based upon multi-spectral processing of the complete image data, as a basis for products mentioned in paragraph 1 d).

- b) A network of Satellite Application Facilities (SAF), located at national weather services of EUMETSAT Member States or other agreed entities linked to a user community, such as ECMWF, for the extraction of products outside the scope of the MPEF. The nature of these products will be agreed by Council following analysis of user requirements. The implementation of each SAF will be the subject of a competitive Announcement of Opportunity and subsequent **agreements** covering relevant research and development as well as agreed operations.

The further refinement of the list of the products to be extracted from MSG images is a key activity during the detailed system definition phase (phase B), as is the elaboration of the criteria and procedures for allocation to MPEF and SAFs.

2.2.3 User Ground Segment

Receive-only ground stations will be operated by the users to acquire the data disseminated through the MSG System:

- a) High Rate User Stations (HRUS), for the acquisition of data through the High Rate Information Transmission (HRIT) scheme,
- b) Low Rate User Stations (LRUS), for the acquisition of data through the Low Rate Information Transmission (LRIT) scheme.

The transmission of raw instrument data from the satellite towards the Earth is not part of the MSG dissemination mission. However, if a Member State decides to procure a station capable of receiving the raw image data, then the Member State shall have timely access to the relevant image processing parameters derived at the central site, in accordance with the provisions of the EUMETSAT Data Policy.

3 PROGRAMME CONTENT

The MSG system will be implemented in co-operation with the European Space Agency. The EUMETSAT MSG programme will include the following tasks:

- a) A fixed financial contribution to the ESA MSG Programme (with participation in the detailed definition, design, development and demonstration of the MSG prototype satellite MSG-1).
- b) Procurement of the launcher for the MSG prototype satellite MSG-1, ready for a target launch date of mid-2000.
- c) Detailed definition of the ground segment, for a final decision by Council on the ground facilities network configuration.
- d) Development, procurement and test of the ground segment for the operations of the MSG system.
- e) System commissioning following the launch of MSG-1.
- f) Provision and launch of **three** additional flight models:
 - i) MSG-2 to be ready for launch within 18 months of the launch of MSG-1,
 - ii) MSG-3 and MSG-4 to be ready for launch **as required to keep predicted MSG system availability above the 90% threshold;**
- g) System operations for a period of at least **15** years after the commissioning of MSG-1.

4 IMPLEMENTATION PLAN

The Programme will be implemented in two slices:

- a) The first slice, or MSG demonstration slice, includes the fixed financial contribution to the ESA prototype development programme, the procurement of a launcher for the prototype, the development and procurement of the ground segment, and the system commissioning [items a) to e) under 3]. This slice will start in 1993 and end in **2003**.
- b) The second slice, or MSG operational slice, includes the procurement and launch of **three** further satellites and systems operations for at least **15** years, from **2002 until 2018** [items f), and g) under 3].

METEOSAT SECOND GENERATION PROGRAMME
FINANCIAL ENVELOPE AND CONTRIBUTIONS

1 FINANCIAL ENVELOPE

The first slice of activities defined in the System Description will have a financial envelope of 352 MEUR at 1992 economic conditions. The overall programme ceiling (first and second slice) shall not exceed 1673 MEUR at 2003 economic conditions (equivalent to 1330 MEUR at 1992 economic conditions).

2 CONTRIBUTIONS

The Member States shall contribute to the Meteosat Second Generation Programme Budget in accordance with a scale of contributions based on the Gross National Income statistics issued by the OECD. The current scale of contributions is provided in Section II below. The scale will be updated in triennial intervals.

Possible cost overruns up to 10% of the financial envelope of the 1st slice and overall programme ceiling may be approved by Council by a vote representing at least two-thirds of the Member States present and voting, representing also at least two-thirds of the total amount of contributions.

PREPARATORY PROGRAMME FOR A EUMETSAT POLAR SYSTEM⁵

SYSTEM DESCRIPTION

(as approved in EUM/C/92/Res. VIII which was presented for adoption at the 21st meeting of the EUMETSAT Council on 23-25 November 1992, finally adopted at the 25th meeting of Council on 22-24 June 1994 and extended in EUM/C/98/Res. IX at the 39th Council meeting on 7 September 1998)

The EPS Preparatory Programme covers initial Space Segment Payload and Ground Segment activities related to the development of a series of satellites to provide continuous meteorological observations from morning Polar Orbit.

The activities are broken down into three separate areas:

- i) Mission**
Detailed definition of the mission and payload, including climate monitoring objectives, in cooperation with ESA and NOAA leading to the establishment of cooperation agreements with both organisations.
- ii) Space Segment Payload**
Covering the development and refinement of the specifications of the Meteorological Communication Package and start of critical development activities for the Microwave Humidity Sounder.
- iii) Ground Segment**
Covering the conduct of feasibility studies and subsequently the establishment of detailed specifications of the Ground Segment.

⁵ This preparatory programme has expired.

EUMETSAT POLAR SYSTEM PREPARATORY PROGRAMME

FINANCIAL ENVELOPE AND SCALE OF CONTRIBUTIONS

(as approved in EUM/C/92/Res. VIII, which was presented for adoption at the 21st meeting of the EUMETSAT Council on 23-25 November 1992 and finally adopted at the 25th Council meeting on 22-24 June 1994)

1 FINANCIAL ENVELOPE

The budgetary envelope for the EPS/PP is estimated at 30 MEUR at 1993 economic conditions.

2 SCALE OF CONTRIBUTIONS⁶

The Member States shall contribute to the EPS/PP Budget in accordance with the following scale of contributions:

MEMBER STATES	% CONTRIBUTIONS
Austria	2.47
Belgium	2.96
Denmark	1.96
Finland	1.33
France	16.58
Germany	25.25
Greece	1.35
Ireland	0.68
Italy	12.66
Netherlands	4.34
Norway	1.69
Portugal	1.16
Spain	6.15
Sweden	2.53
Switzerland	3.34
Turkey	2.04
United Kingdom	13.51
TOTAL	100.00

⁶ This scale of contributions reflects the one in force at the expiry of the programme.

EUMETSAT POLAR SYSTEM PROGRAMME

SYSTEM DESCRIPTION AND PROGRAMME CONTENT

(as approved in EUM/C/96/Res. V, which was presented for adoption at the 32nd meeting of the EUMETSAT Council on 3-5 December 1996 and adopted at the 42nd Council meeting on 22-24 June 1999, with the Financial Envelope as increased in accordance with EUM/C/67/09/Res. I adopted at the 67th Council meeting on 30 June-1 July 2009)

1 MISSIONS

The EUMETSAT Polar System (EPS) will provide for the development and operation of a system providing continuation and enhancement of observations from the morning polar orbit. This system will be designed to provide continuous observations from the end of the current service provided by the United States National Oceanic and Atmospheric Administration (NOAA), from 2002 until 2016. The EPS programme is a component of a Joint European/US Polar System comprising satellites with morning and afternoon (equatorial crossing time) orbits. Accordingly, the following main missions have been defined.

a) **Operational Meteorology and Climate Monitoring**

Global Sounding(incl. Advanced Sounding):	provides vertical profiles of temperature and humidity to support the numerical forecasting models.
Global Imagery:	provides cloud imagery for forecasting applications. Used for the calculation of sea surface temperatures, vegetation indices, ice and snow cover, atmospheric aerosol content and radiation budget parameters. Also supports the global sounding mission through the identification of cloud free areas.
Data Collection/Location:	supports, amongst other activities, World Weather objectives by the reception and dissemination of in-situ meteorological observations from ocean buoys and other similar data collection platforms.
Wind Scatterometry:	provides speed and direction of winds at the Ocean surface.
Climate Monitoring:	provides inter alia information from Imagery and Sounding, Sea Ice coverage information, Ozone Observations.

b) **Further Mission Capabilities**

Provide Data on Cloud Distribution, Earth Missions, Atmospheric Minor Constituents, Stress at Ocean Surface.

These missions contribute to the Global Climate Observing System (GCOS), the World Climate Research Programme (WCRP) and the International Geosphere/Biosphere Programme (IGBP).

c) **Data Services**

Global Data Access: supports global scale forecasting by providing global data to users within 2 ¼ hours of the instant of observation.

Local Data Access: supports forecasting activities by the real-time transmission of data to local reception stations (via the LRPT and HRPT services).

d) **Additional Services**

Space Environment Monitoring: supports routine monitoring of the low earth orbit charged particle environment by a Space Environment Monitoring instrument (SEM)

Humanitarian: supports an international Search and Rescue service (S&R).

2 THE EUMETSAT POLAR SYSTEM

2.1 Space Segment

The space segment of the EUMETSAT Polar System is based on a series of three METOP satellites embarking the following payload:

- a) Advanced Microwave Sounding Unit-A (AMSU-A): Microwave sounder with 15 channels in the range 23-90 GHz (will be replaced by a Microwave Temperature Sounder (NPOESS or MTS), if available for METOP-3);
- b) Microwave Humidity Sounder (MHS): Microwave sounder with 5 channels at 89,157 and around 183 GHz;
- c) High resolution Infra-Red Sounder (HIRS): Sounder with 19 infrared channels in the range 3-15 microns, and one visible channel;

- d) Infrared Atmospheric Interferometer (IASI): Infrared Michelson Interferometer covering the 3.4-15.5 microns range;
- e) Global Navigation Satellite Systems Receiver for Atmospheric Sounding (GRAS): Receiver performing Radio Occultation measurements of the signals provided by the GPS or GLONASS navigation satellites;
- f) Advanced Very High Resolution Radiometer (AVHRR): Imaging radiometer with 6 channels in the range 0.6-12 microns (will be replaced by a Visible and Infra-Red Imager (NPOESS or VIRI), if available for METOP-3);
- g) Data Collection System (DCS-Argos): UHF receiver and signal processor;
- h) Ozone Monitoring Instrument: Global Ozone Monitoring Experiment (GOME-2) flying on METOP-1 and 2 and ImS being considered for METOP-3 assuming compatibility with the EPS financial envelope;
- i) Advanced Scatterometer (ASCAT): Pulsed radar in C-band;
- j) Space Environment Monitor (SEM):
- k) Search and Rescue (S&R):

2.2 Ground Segment

The EUMETSAT Polar System ground segment will consist of a network of functional facilities whose definition takes into account identified functional, communication and location constraints. The architecture of the ground segment takes due account of the EUMETSAT policy on the repartition of processing facilities amongst a central and national sites.

- a) The Polar Command and Data Acquisition (PCDA) station, to be located in Northern Europe, provides the receiving and transmission facilities for satellite monitoring, tracking and control and X-Band receiving facilities for the acquisition of the Global Data Stream recorded on-board. The PCDA is supplemented by a back-up station. During the LEOP phase and contingency operation, the PCDA will be complemented by a rented S-Band ground network.
- b) The centrally located Polar Satellite Control Centre (PSCC) performs the operation of the METOP satellite and monitors and controls the health and safety of the platform and the instruments.

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- c) The centrally located Polar Mission Control Centre (PMCC) is responsible for the management of the overall EPS system. It establishes the work schedule for the METOP satellites, controls all elements of the Ground Segment and monitors the execution of the various tasks. The PMCC is responsible for the planning of the satellite payload activities and for the monitoring of all EPS missions execution.
- d) The centrally located Polar Data Ingestion Facility (PDIF) receives the global data received by the PCDA station and generates earth located, quality controlled, and calibrated data, which are then forwarded for product generation.
- e) The centrally located Polar Product Extraction Facility (PPEF) generates key meteorological products for general distribution. It also provides general support and expertise to the routine management of the system as a whole.
- f) Satellite Application Facilities (SAF) will be established in Member States to provide meteorological and environmental products not generated by the PPEF.
- g) The centrally located Polar Archive and Catalogue Facility (PACF) will archive at least all centrally generated measurements data and products from the METOP and, possibly, from the NOAA Initial Joint Polar System (IJPS) satellites. It will maintain a catalogue of all information in the archive and provide the appropriate tools for consultation and data retrieval.
- h) Data circulation networks ensure the distribution/exchange of data and the interfaces between the facilities.

3 PROGRAMME CONTENT

The EPS system will be implemented in cooperation with the United States National Oceanic and Atmospheric Administration (NOAA), the European Space Agency (ESA) and the Centre National d'Etudes Spatiales (CNES). The EPS Programme will include the following:

- a) A Space Segment which will consist of three METOP satellites accommodating the payload instruments identified under b) below.

The Space Segment will be established in co-operation with the European Space Agency, in the framework of a Single Space Segment, according to the modalities defined in the Cooperation Agreement.
- b) The following instruments for flight on the METOP satellites:
 - i) Advanced Microwave Sounding Unit-A (AMSU-A) replaced by a Microwave Temperature Sounder (NPOESS or MTS) if available for METOP-3;
 - ii) Microwave Humidity Sounder (MHS);
 - iii) High Resolution Infrared Sounder (HIRS);
 - iv) Infrared Atmospheric Sounding Interferometer (IASI);
 - v) Global Navigation Satellite Systems Receiver for Atmospheric Sounding (GRAS);

- vi) Advanced Very High Resolution Sounder (AVHRR) replaced by a Visible and Infra-Red Imager (NPOESS or VIRI) if available for METOP-3;
- vii) Data Collection System- Argos (DCS-Argos);
- viii) Global Ozone Monitoring Experiment (GOME-2) flying on METOP-1 and 2 and ImS being considered for METOP-3 assuming compatibility with the EPS financial envelope;
- ix) Advanced Wind Scatterometer (ASCAT);
- x) Space Environment Monitor (SEM);
- xi) Search and Rescue Service (S&R).

A Cooperation Agreement will be entered into with the United States National Oceanic and Atmospheric Administration (NOAA) for the provision of the instruments in i), iii), vi), x) and xi) above.

Cooperation Agreements will be entered into with the Centre National d'Etudes Spatiales (CNES) for the provision of the instruments in iv) and vii) above.

The instruments in v), viii) and ix) will be procured as part of the Single Space Segment in cooperation with the European Space Agency.

The instrument in ii) will be procured by EUMETSAT.

- c) Procurement of the launch services for the METOP satellites.
- d) Conclusion of a Cooperation Agreement with the Centre National d'Etudes Spatiales on a launch shared between METOP-1 and SPOT-5.
- e) Identification of a partner for a second, and possibly third, shared launch and conclusion of the corresponding agreement(s), or procurement of dedicated launch service(s) at a comparable cost.
- f) The development, procurement and test of the ground segment for the operations of the EPS System.
- g) System commissioning following the launch of the satellites.
- h) Operations for a period of 14 years.
- i) Conclusion of an Agreement with NOAA to provide the afternoon service of the Initial Joint Polar System.
- j) Procurement of 2 Microwave Humidity Sounders (MHS) for the US satellites NOAA N and NOAA N'.

EUMETSAT POLAR SYSTEM PROGRAMME
FINANCIAL ENVELOPE AND CONTRIBUTIONS

1 FINANCIAL ENVELOPE

The activities defined in the System Description will have a financial envelope of M€1610.4 at 1994 economic conditions.

2 CONTRIBUTIONS

The Member States shall contribute to the EUMETSAT Polar System Programme in accordance with a scale of contributions based on the Gross National Income statistics issued by the OECD. The current scale of contributions is provided in section II below. The scale will be updated in triennial intervals.

Possible cost overruns up to 10% of the financial envelope may be approved by Council by a vote representing at least two-thirds of the Member States present and voting, representing also at least two-thirds of the total amount of contributions. (Note that this cost overrun has been exhausted through Resolution EUM/C/67/09/Res. I).

METEOSAT THIRD GENERATION

PREPARATORY PROGRAMME DEFINITION

(as approved in EUM/C/62/07/Res. I, which was presented for adoption at the 62nd meeting of the EUMETSAT Council on 26-27 June 2007 and entered into force on 25 June 2008 and subsequently extended in EUM/C/71/10/Res. II)

1 GENERAL

The Meteosat Second Generation (MSG) system is the primary European source of geostationary observations over Europe and Africa and started routine operation services in January 2004. MSG is one of the key EUMETSAT contributions to the Global Observing System (GOS) of the World Meteorological Organization (WMO). The series of four MSG satellites will deliver observations and services at least until end of 2018 (MSG-4). According to availability analyses, the first in-orbit element of the Meteosat Third Generation (MTG) system needs to be available around 2015, to ensure continuity of the EUMETSAT imagery mission.

MTG preparatory activities started end of 2000 in cooperation with the European Space Agency (ESA), following the decision of the EUMETSAT Council to proceed with a EUMETSAT/Post-MSG User Consultation Process aimed at capturing the foreseeable needs of EUMETSAT users in the 2015-2025 timeframe. This process led to the definition of the mission requirements for the MTG candidate observation missions.

2 MISSION OBJECTIVES AND CANDIDATE MISSIONS

The MTG Mission Requirements baseline for the Phase A is the result of the user consultation process, the Mission Definition Review output (spring 2006), and the requirements descopeing undertaken with the MTG Mission Team until end of 2006. The selected mission concept for the MTG Phase A encompasses four candidate observation missions, which are:

- **Full Disk High Spectral resolution Imagery (FDHSI)** mission, covering the full disk with a Basic Repeat Cycle (BRC) of 10 minutes with a spatial resolution of 1 / 2 km;
- **High spatial Resolution Fast Imagery (HRFI)** mission, looking at local scales with a BRC of 2.5 minutes and a spatial resolution of 0.5 / 1 Km;
- **InfraRed Sounding (IRS)** mission covering the full disk with a BRC of 30 minutes (goal – 60 minutes threshold) and a spatial resolution of 4 km, providing hyperspectral sounding information with a spectral resolution of 0.625 cm⁻¹ in **Long Wave InfraRed** and **Mid Wave InfraRed**;
- **Lightning Imagery (LI)** mission, detecting lightning events linked to discharges taking place in clouds or between clouds and ground, over 80% of the full disk;

A priority ranking has been assigned to the MTG candidate missions with priority 1 for FDHSI and HRFI, both to be realized by one instrument, the so called Flexible Combined (FCI) imager, priority 2 for the IRS and priority 3 for the LI mission.

3 MTG SYSTEM CONCEPT

The MTG system concept encompasses the following characteristics:

- Space Segment based on a Twin-satellite in-orbit configuration (TSC):
 - TSC satellites (Imaging and Sounding) implemented using a common platform;
 - Use of 3-axis stabilised platforms for all required satellites;
- Development of satellites based on inheritance of commercial Geostationary platforms;
- Compatibility with more than one launcher (capability of vertical and horizontal processing);
- Maximum reuse of existing EUMETSAT Infrastructures;
- Distribution of the Ground Segment capabilities, including the assets of the EUMETSAT Satellite Application Facilities (SAF Network);
- Need to establish at EUMETSAT level (for the MTG era) a Ground Segment supporting parallel operations of the MSG and MTG Series;
- Interoperability, in terms of standardisation of the space to ground interface, supporting a possible integration into required international contexts (e.g, GEOS, GMES, etc.).

The MTG satellites will operate from the geostationary orbit at 0° longitude, this being the nominal position of the operational satellites, with additional orbital positions for the hot/active and spare satellites between 10° W and 10° E.

4 PREPARATORY PROGRAMME CONTENT

The MTG Preparatory Programme covers the EUMETSAT activities associated with the closeout of MTG Phase A in 2008 and contains for EUMETSAT the full MTG Phase B, up to the System Preliminary Design Review (PDR) planned for mid 2010.

It is assumed that all activities following the PDR will be covered under the MTG Development and Operational Programme.

Phase B will focus on consolidation of the requirements for the MTG system, and their justification via detailed analyses and trade-off, to derive necessary design elements, in line with programmatic constraints (schedule and costs). These activities will allow the system to be subsequently developed, produced, operated and maintained.

The requirements activities are formally closed by a Preliminary Design Review (PDR), which leads to the Development Configuration Baseline of the MTG system. The definition and justification activities start after the System Requirements Review (SRR) at which the system specification is baselined. Justification Files are generated by analyses, trade-offs, and Design Reports and will constitute an important element of the documented project progress. An essential part of the work will be the analysis of risks on technical, costing and scheduling aspects.

At EUMETSAT level, the Phase B activities will encompass the overall MTG System, including the Ground Segment and all system interfaces. A further important element of the Phase B activities will consist in following-up and supporting the Space Segment activities performed by ESA.

During Phase B, the necessary cooperation agreement with ESA covering the Phase C/D of the Space Segment will be established and submitted to Council for approval.

A close interaction with users over the course of EUMETSAT Phase B activities through direct involvement of the MTG Mission Team and MTG User consultation Workshops as required will ensure the elaboration of a consolidated EURD (End User Requirements Document).

The duration of the Preparatory Programme is from 01 January 2008 until the start of the MTG Development and Operations Programme, which will cover for EUMETSAT the Phases C/D/E of the MTG Programme, assumed to be no later than mid 2010.

5 IMPLEMENTATION

The main activities planned during the MTG Preparatory Programme will consist of:

- Management and Quality Assurance (QA);
- System Engineering, as the main contribution to the planned effort and including:
 - End User/Mission Requirements baselining and Maintenance;
 - System Requirements & Design;
 - Functional Design;
 - Baselining and maintenance of Segment Level Specifications, external and internal element ICDs;
 - Operations Concept & Constraints;
 - Development Plans;
 - System Engineering Implementation;
 - System Analysis;
 - System and Segment level Reviews;
 - Prototyping of meteorological product S/W packages;
 - System Integration Verification & Validation planning.
- External System Support Studies, addressing technical and scientific topics;
- External Ground Segment Studies, related to the MTG Overall Ground Segment Architecture and its implementation approach.

MTG PREPARATORY PROGRAMME

FINANCIAL ENVELOPE AND CONTRIBUTIONS

1 FINANCIAL ENVELOPE

That the financial envelope of the Preparatory Programme shall amount to 30.0 MEUR at 2007 economic conditions, with an indicative payment profile of 11.0 MEUR in 2008, 12.4 MEUR in 2009, and 6.6 MEUR in 2010.

2 CONTRIBUTIONS

The Member States shall contribute to the EUMETSAT MTG Preparatory Programme in accordance with a scale of contributions based on the Gross National Income statistics issued by the OECD. The current scale of contributions is provided in Section II below. The scale will be updated in triennial intervals.

METEOSAT THIRD GENERATION PROGRAMME DEFINITION

(as approved in EUM/C/69/10/Res. I, which was presented for adoption at the 69th meeting of the EUMETSAT Council on 26 March 2010, adopted on 25 February 2011)

1 INTRODUCTION

The establishment of the MTG Programme derives from the EUMETSAT Convention, where the primary objective of EUMETSAT to establish, maintain and exploit European systems of operational meteorological satellites is stated, together with the further objective to contribute to the operational monitoring of the climate and the detection of global climatic changes.

2 MISSION OBJECTIVES AND MTG MISSIONS

MTG is the basic Programme required to continue the provision of observations from geostationary orbit following MSG and as such is a mandatory Programme. As successor of MSG, it has the capability and capacities to provide the geostationary satellite data needs to continue supporting and improving meteorological applications and services at Meteorological Centres. The Imagery mission provides substantially enhanced information compared to that currently delivered by SEVIRI on MSG to improve the Nowcasting (NWC) and regional/global Numerical Weather Prediction (NWP) systems. The novel Infrared sounding mission delivers unprecedented information on the dynamic features of atmospheric moisture and temperature profiles in high vertical, horizontal and temporal resolution, beyond serving emerging applications of operational chemistry and air pollution. Nowcasting applications are further supported by the lightning imaging mission delivering continuously and simultaneously information on total lightning (cloud to cloud and cloud to ground) over the full disc with a high timeliness and homogeneous data quality. Finally the Sentinel 4 mission of GMES will be implemented via MTG, supporting the need for continuous monitoring of the atmospheric composition and air quality.

2.1 Observation Missions

The nominal MTG system will be based upon two types of satellites, MTG-I, the imaging satellite, and MTG-S, the sounding satellite. MTG-I will embark an imaging radiometer, the Flexible Combined Imager (FCI), and an imaging lightning detection instrument, the Lightning Imager (LI). MTG-S will embark an imaging Fourier interferometer, the InfraRed Sounder (IRS), and a high resolution spectrometer, the Ultraviolet- Visible Near infrared (UVN) spectrometer, provided by ESA as a part of the GMES Space Component programme.

The MTG System is designed, in support to nowcasting (NWC) and Numerical Weather Prediction (NWP), to fulfil the objectives agreed for the following observation missions:

- the **Full Disk High Spectral resolution Imagery (FDHSI)** mission, which will be provided via measurements taken by the FCI. In FDHSI mission mode data from the FCI will be provided over the full earth disc at a repeat cycle time of 10 minutes with a spatial resolution of 1 km;
- the **High spatial Resolution Fast refresh Imagery (HRFI)** mission, which will be provided via measurements taken by the FCI. In HRFI mission mode data from 4 channels of the FCI will be provided on regional scales (e.g. about 1/4th or 1/3rd of the

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full disk seen from the geostationary position) at a repeat cycle rate of 2.5 or 3.3 minutes and a spatial resolution of 0.5 km and 1.0 km;

- the **InfraRed Sounding (IRS)** mission able scan the full earth disc within 60 minutes providing a spatial resolution of 4 km, and hyperspectral imaging and sounding information at a spectral resolution of 0.625 cm^{-1} in two bands, a **Long Wave InfraRed (LWIR: 700 – 1210 cm^{-1})** and **Mid Wave InfraRed (MWIR: 1600 -2175 cm^{-1})** band;
- the **Lightning Imagery (LI)** mission, continuously detecting optical pulses, over almost the full earth disc in view from the geostationary satellite position;

Moreover, the MTG missions comprise the accommodation of the GMES Sentinel -4 (**S4**) sounding mission, achieved through the **Ultraviolet, Visible & Near-infrared (UVN)** Instrument, covering Europe every hour taking measurements in three spectral bands (UV: 305 - 400 nm; VIS: 400 - 500 nm, NIR: 750 - 775 nm) with a resolution around 8 km.

In addition, the MTG mission will make a major contribution to climate monitoring activities providing high quality radiances, reprocessed product supporting generation of Essential Climate Variables (ECVs), providing also stewardship of decadal geostationary data records of the First and Second Generation of Meteosat.

2.2 Other MTG System Functions

Besides the essential functions covering the optical observations, the MTG system includes essential support functions necessary to fulfil its operational services, including:

- The Level 2 product generation and extraction;
- The processing of data received from Data Collection System (DCS) platforms collecting data of in-situ observations gathered from the land beacons, buoys, ships, balloons or airplanes;
- The Foreign Satellite Dissemination, that collects selected data from other EUMETSAT and Third Party satellite systems for support to global applications;
- Delivery and Data services to users, including:
 - Near real-time and direct data distribution services;
 - Data stewardship and re-analysis support;
 - Off-line data delivery;
 - On line services to Users;
 - Data exploitation support, reach-out, training, and help desk;
- The Search and Rescue mission: similarly to MSG, the MTG system will accommodate a SAR terminal, enabling the operations of the mission under the aegis of the COSPAS-SARSAT system;
- Extension of the DCS capabilities to support the relay and delivery to Argos ground stations of messages transmitted by Argos platforms.

3 MTG SYSTEM DESCRIPTION

3.1 System Architecture

The operational architecture of the MTG system consists of a Space Segment made up by a nominal configuration of two MTG-I and one MTG-S satellites linked to a distributed Ground Segment comprising functional facilities at various sites.

The MTG system consists of the following main segments and services:

- Space Segment, embedding the protoflight and recurrent MTG-I and MTG-S satellites, ground support elements (Ground Support Equipments – GSE - and tools) and services used for the space segment development or delivered in support to the system development and verification (Satellite Simulator, TT&C Suitcase, Payload Data Generator, etc) ;
- Ground Segment, supporting the planning, management, control and monitoring of the missions and acquiring, processing, and distributing to the users the observations taken and the products extracted. To fulfil the functions required to meet the mission objectives, substantial new developments associated with the new MTG missions will be undertaken for the MTG Ground Segment. In addition, the Ground Segment will rely on maintained infrastructure from the current systems as Infrastructure Facilities and Multi Programme Facilities.
- Launch and LEOP Provider services.

3.2 Space Segment

The MTG Space Segment consists of four imaging satellites (MTG-I1 to 4) and two sounding satellites (MTG-S1 to 2) with the payload complements given below:

- MTG-I1 to 4: FCI, LI, DCS and SAR
- MTG-S1 to 2: IRS and UVN

3.2.1 Satellites

The imaging and sounding satellites are based on 3- axis stabilised platforms taking as much technological heritage from commercial communication satellites as is pertinent and safe to fulfil the MTG service requirements. The platform shall be based on a common architecture.

3.2.2 Payload Elements

3.2.2.1 Flexible Combined Imager (FCI)

The FCI simultaneously provides data for 16 FDHSI, 4 HRFI channels and 2 channels with an extended radiometric range for fire detection.

The FCI can be commanded to operate in either:

- a Full Disc Coverage (FDC) over a repeat cycle of 10 minutes with a mandatory coverage described by a circle of 17.7° diameter centred on the Sub-Satellite Point (SSP), and
- a Local Area Coverage (LAC) over a repeat cycle of 10/2, 10/3 or 10/4 minutes, with the coverage reduced proportionally. The LAC zone can be positioned anywhere over the FDC.

3.2.2.2 Infra-Red Sounder (IRS)

The IRS is a Fourier Transform Spectrometer (FTS) providing measurements in two bands mid-wave infrared (MWIR) and long-wave infrared (LWIR).

The IRS takes data according to a repeat sequence selected from four Local Area Coverage (LAC) zones. Each LAC zone covers a quarter of the Full Disc Coverage (FDC), described by a circle of 17.7° diameter centred on the Sub-Satellite Point (SSP) and can be positioned anywhere over the FDC. A LAC zone is scanned within 15 minutes.

3.2.2.3 Lightning Imager (LI)

The LI continuously monitors lightning flashes during day and night, covering an area of the earth disk within a circle of 16° in diameter subtended from the geo-stationary position and shifted northward to cover EUMETSAT Member States.

3.2.2.4 UVN – Sentinel 4 Spectrometer

The satellite will have the possibility to embark the UVN-Sentinel-4 instrument. The instrument will be developed as part of GMES in compliance with MTG interfaces and within the capabilities allocated to the satellites to fulfil the Sentinel-4 mission.

3.3 MTG Ground Segment

The Ground Segment contains the main ground elements necessary to support the mission. They are logically decomposed in Facilities as follows:

- Ground Station Facilities (GSTF);
- Mission Operations Facility (MOF);
- Instrument Data Processing Facility (IDPF);
- Multi-Programme Facilities (MPF);
- Infrastructure Facilities and Supporting Facilities;
- and, as part of the Application Ground Processing System:
 - the Level 2 Processing Facility (L2PF),
 - the Satellite Application Facilities (SAF) network;

The Ground Station Facilities are made up of Telemetry Tracking & Command (TT&C) Ground Stations which include the functions to support acquisition of satellites housekeeping telemetry, transmission of telecommands, tracking and ranging. The Mission Data Acquisition (MDA) Ground Stations receive the scientific data from the satellite payload and interfaces with the front end applications of the IDPF.

The Mission Operations Facility will include the capability to command and control multiple MTG spacecraft.

The processing of the Instrument data will ingest the data and generate Level 1 and Level 2 products. The Level 1 products will be generated by the IDPF. The Level 2 products will be partially centrally generated via the L2PF and partially generated by the Satellite Application Facilities network. Tasks and outputs of the Satellite Application Facilities (SAF) network will be the subject of dedicated proposals for the Continuous Development and Operations Phase to be agreed by Council.

The MTG Ground Segment will make use of and extend as appropriate existing MPF for such aspects as dissemination and archiving/retrieval of products, following a continuity of maintenance and a credible upgrade path. MPF will include the EUMETSAT Data Centre, previously known as the Unified Meteorological Archive and Retrieval Facility (U-MARF) which receives and archives images and meteorological products from EUMETSAT satellites (METEOSAT and METOP), the EXGATE and INGATE to provide a secure file transfer service between operational environments within EUMETSAT and with remote locations through external network interfaces, and EUMETCast to disseminate data and products to the users.

The EUMETSAT Headquarters, the Central Site of the MTG Ground Segment will include the main components needed for mission operations and exploitation (e.g. MOF, IDPF, L2PF and MPF). It will also include other infrastructure and supporting facilities and possibly the prime MDA Ground Station.

In addition, the Ground Segment will include other sites, as follows:

- Backup Spacecraft Control Centre (BSCC), having same MOF functionality as the one in the Central Site in order to continue monitoring & control of the in-orbit spacecraft constellation;
- Diversity MDA Ground Station, to minimise impact of link outages caused by heavy precipitation;
- Prime and Secondary TT&C Ground Stations, with site diversity foreseen for availability and ranging considerations;
- EUMETCast uplink station, for satellite based dissemination.

Finally, the Satellite Application Facilities (SAF) network is not centrally hosted.

4 MTG IN-ORBIT DEPLOYMENT PLAN

The deployment of the MTG system is driven by the required duration of the operational services, associated availability and readiness of the prototype satellites. This has been defined to ensure the optimal continuity of MTG services to the User Community in-line with the definition of high system and spacecraft availability figures, as well as to ensure the continuity of the services provided by MSG in articulation with the deployment of the last MSG satellites and in preparation for the post-MTG satellites.

The resulting MTG satellite deployment scenario will take account of actual operational serviceability of MSG and MTG satellites to maximise the useful life of each satellite whilst maintaining the required operational availability, developing from a baseline of earliest launch dates:

- MTG-I1: Dec 2016
- MTG-S1: June 2018
- MTG-I2: Dec 2021
- MTG-I3: Jan 2025
- MTG-S2: June 2026
- MTG-I4: Dec 2029

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Measures for allowing extended satellite in orbit lifetime will be implemented: in this respect, the propellant margin embarked on board the satellite will allow a possible scenario of 25 years of operational service for the imagery mission.

In support to this MTG satellites deployment, the Ground Segment infrastructure will be developed and deployed according to a staggered incremental approach (through a Ground Segment versioning concept).

5 SCOPE OF EUMETSAT PROGRAMME

The scope of the EUMETSAT MTG Programme encompasses the following main elements:

- A fixed financial contribution to the ESA MTG Space Segment Development Programme;
- Procurement of the four recurrent satellites and related activities;
- Procurement of Launch and LEOP services for all six MTG satellites;
- Establishment of a ground segment system to support the operation of the MTG System;
- At least twenty years of routine operations of the imagery mission, encompassing fifteen and half years of routine operations of the sounding mission;
- Ten years of continuous development and operations (CDOP) activities of the EUMETSAT SAFs;
- The management of the developments and procurements, and the conditioning of the infrastructure to host components of the system, including back-up services and related systems.

6 IMPLEMENTATION ARRANGEMENTS

6.1 Interaction with Users and Experts

The process for involvement of users and experts established during the initial phases of the MTG activities will continue during the development and operations phases. The MTG Mission Team which has been instrumental to integrate and consolidate the information base and help EUMETSAT Secretariat and the MTG Team to shape the discussions with Delegates, will continue to be involved in the implementation phases of the Programme.

A key result of the coordinated efforts is the end user requirements document (EURD) subject to approval by Council. A list of products to be generated centrally at EUMETSAT HQ is established for reference, design and sizing of the core functionality of the ground segment. The initial set products in the list emphasises the continuity of MSG services into the next generation and the most direct and essential derivatives from the new instruments.

Users support will still be needed in the implementation phase to ensure that optimum benefit is obtained from the observations and system under development. Further support from users will also be essential in preparing for and implementing the calibration and validation plans, and preparedness of user will be an objective of the efforts of the Programme.

6.2 Coordination Mechanisms between EUMETSAT and ESA

The roles of EUMETSAT and ESA are detailed in a dedicated Agreement with ESA on MTG to be approved by EUMETSAT Council, specifying, among others, the roles of EUMETSAT

and ESA within the MTG, financial liabilities, procurement policy, implementation mechanisms, and ownerships of data.

6.3 Sentinel 4 Implementation

The implementation of the Sentinel 4 on the MTG-S satellites will be formalised through an “Implementing Arrangement” with ESA, to be signed upon entry into force of the MTG Programme. This Implementing Arrangement is based on the Framework Agreement between EUMETSAT and ESA on the cooperation on GMES signed on 20 July 2009. ESA is responsible for the GMES Space Component, and as such will develop the Sentinel 4 mission and instrument, in compliance with MTG interfaces and within the capabilities allocated to the satellites to fulfil the Sentinel-4 mission

It is to be noted that the above Implementing Arrangement with ESA does not cover the funding of the operational cost of the mission which EUMETSAT Member States expect to be provided from a yet to be defined EC GMES operational Budget.

6.4 Coordination with SAFs

SAFs are part of EUMETSAT’s multi-mission infrastructure and thus an integral part of the EUMETSAT Programmes and their ground segments, which together with the central level-2 product generation facilities constitute the Application Ground Processing System.

Through the development of the MTG system SAFs will enter the second 5-year slice of their Continuous Development and Operation Phase (CDOP), which will span from 2012 to 2017. Subsequently a third phase of CDOP for addition five years will be supported through MTG. Almost coincidentally with the start of the third CDOP slice SAFs will have to transition from using MSG observations to the use of MTG Imager data.

6.5 Other Partner Agencies

In order to continue the provision of support and services for Search and Rescue operations a cooperation scheme with COSPAS-SARSAT will be established.

Should the technical ongoing discussions with CNES conclude fruitfully with an agreement to support and supplement the ARGOS mission with a geostationary component, a dedicated agreement will be set up.

7 PROGRAMME ENVELOPE & INDICATIVE EXPENDITURE PROFILE

The proposed EUMETSAT MTG Programme envelope amounts to M€2,369 at 2008 economic conditions. It is equivalent to M€2,470 at 2010 e.c.

The following table shows the indicative expenditure profile of the MTG Programme:

Year	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	Total
MEUR at 2008 e.c.	62	121	149	200	213	198	177	161	104	105	119	81	76	71	72	65	64	59	56	27	27	27	27	27	27	27	27	2369

Figure 7-1: Preliminary MTG expenditure profile

MTG PROGRAMME

FINANCIAL ENVELOPE AND CONTRIBUTIONS

1 FINANCIAL ENVELOPE

That the financial envelope of the MTG Programme shall amount to 2,369 MEUR at 2008 economic conditions, with an indicative expenditure profile as described in the Programme Definition.

2 CONTRIBUTIONS

The Member States shall contribute to the EUMETSAT MTG Programme in accordance with a scale of contributions based on the Gross National Income statistics issued by the OECD. The current scale of contributions is provided in Section II below. The scale will be updated in triennial intervals.

EUMETSAT POLAR SYSTEM SECOND GENERATION

PREPARATORY PROGRAMME DEFINITION

(as approved in EUM/C/73/11/Res I, which was presented at the 73rd Meeting of the EUMETSAT Council on 5 October 2011 and adopted on 15-16 November 2012)

1. GENERAL

The EUMETSAT Polar System (EPS) is Europe's first polar orbiting operational meteorological satellite system, and with its Metop satellites it is the European contribution to the Initial Joint Polar-Orbiting Operational Satellite System (IJPS). EPS started routine operation services in May 2007, and the series of three Metop satellites are expected to deliver observations and services until 2021. According to availability analyses, the first in-orbit element of the EUMETSAT Polar System Second Generation (EPS-SG) needs to be available in 2019 to ensure continuity to EPS.

The EPS-SG preparatory activities started in 2005 with the user consultation process established with Member States, aimed at capturing the needs of EUMETSAT users in the 2020-2035 timeframe and conducted in cooperation with the European Space Agency (ESA) as part of the Phase 0. Following the endorsement by the EUMETSAT Council of the Application Expert Groups Position Papers as outcome of the user consultation in 2006, the process led to the definition of the mission requirements for the EPS-SG candidate missions that were endorsed by Council in June 2009. Iterations with EUMETSAT's international partners ESA, NOAA, DLR and CNES on the definition of cooperation in the EPS-SG Programme have been ongoing since 2008.

2 MISSION OBJECTIVES AND CANDIDATE MISSIONS

The EPS-SG mission requirements baseline for the Phase A which started in January 2010 is the result of the user consultation process, the Mission Definition Review in autumn 2009 which closed the Phase 0, and the requirements de-scoping undertaken with the EPS-SG Mission Experts Team (PMET) until mid of 2010.

The selected mission concept for the EPS-SG Phase A encompasses a total of nine candidate observation missions, which are:

- **Infrared Atmospheric Sounding (IAS)** mission, providing hyper-spectral infrared sounding with a spectral resolution of 0.125 cm^{-1} within the spectral range from 645 to 2760 cm^{-1} at an average spatial sampling distance of 25 km;
- **Visible/Infrared Imaging (VII)** mission, providing moderate-resolution optical imaging in >20 spectral channels ranging from 0.443 to $13.345 \mu\text{m}$ with a spatial sampling of 250 to 500 m;
- **MicroWave Sounding (MWS)** mission, providing all-weather microwave sounding in the spectral range from 23.4 to 229 GHz, at a spatial sampling of 10 to 20 km;
- **SCatterometry (SCA)** mission, providing back-scattered signals in the 5.9 GHz band at a spatial resolution of 25 km;
- **Radio Occultation sounding (RO)** mission, providing high vertical resolution, all-weather soundings by tracking GPS (Global Positioning System) and Galileo satellites;

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- **MicroWave Imaging (MWI)** mission, providing precipitation and cloud imaging in the spectral range from 18.7 to 668 GHz at a spatial sampling from 8 km (highest frequency) to 12 km (lowest frequency);
- Nadir-viewing **Ultra-violet Visible Near-infrared shortwave infrared Sounding (UVNS)** mission, providing hyper-spectral sounding with a spectral resolution from 0.05 to 1 nm within the spectral range from 0.27 to 2.4 μm at a spatial sampling of 15 km;
- **Multi-viewing Multi-channel Multi-polarisation** imaging mission (**3MI**), providing moderate resolution aerosol imaging in the spectral region ranging from ultra-violet (0.342 μm) to short-wave infrared (2.13 μm), at a spatial sampling of 2 to 4 km;
- **Radiant Energy Radiometry** mission (**RER**), providing earth radiation budget measurements in three bands of the solar and terrestrial spectral domains with a spatial sampling of 10 km.

A priority ranking has been assigned to the EPS-SG candidate missions with the rank “very high” for the IAS, VII, MWS and SCA missions, rank “high” for the RO mission, rank “medium” for the MWI, UNVS and 3MI missions, and rank “low” for the RER mission.

3 EPS-SG SYSTEM CONCEPT

The EPS-SG system concept encompasses the following characteristics:

- Designed to constitute the European contribution to the Joint Polar System with the U.S.A. (mid-morning orbit);
- Space Segment based on a two satellites in-orbit configuration;
- Strong heritage from EPS continuity missions;
- Accommodation and operations of GMES Sentinel 5 instruments;
- Satellite development based on maximum reuse of existing technologies;
- Distribution of Ground Segment capabilities, including the assets of the EUMETSAT Satellite Application Facilities (SAF Network);
- Reliance on evolution of available data acquisition capabilities (i.e. Svalbard and Antarctica stations);
- Provision of global and regional downlink capabilities;
- Re-use of EUMETSAT infrastructures, taking into account the EPS heritage and multi-mission reusable elements;
- Compatibility with more than one launcher.

The EPS-SG satellites will fly in a sun synchronous, low earth orbit, at 817 km altitude and 09:30 descending equatorial crossing time (mid-morning orbit). The two satellites will be separated from each other within the orbit of typically 25 minutes, in order to separate visibility periods and perform routine operations from the same ground station(s).

4 PREPARATORY PROGRAMME CONTENT

The EPS-SG Preparatory Programme covers the EUMETSAT activities associated with the EPS-SG Phase B starting in May 2012, up to the completion of the Phase B activities end 2014.

It is assumed that all activities following the PDR will be covered under the full EPS-SG Programme, covering the EPS-SG Phases C/D/E.

Phase B will focus on the consolidation of the requirements for the EPS-SG system, and their justification via their detailed analyses and trade-off, to derive necessary design elements, in line with programmatic constraints (schedule and costs). These activities will allow the system to be subsequently developed, produced, operated and maintained.

During Phase B, an incremental system requirements review process will be conducted at system level and space segment level, taking into account the needs of the ESA Space Segment Phase B, of the EUMETSAT Ground Segment studies, and of the cooperation with the international partners.

The Phase B activities are formally closed by the Preliminary Design Review (PDR).

5 IMPLEMENTATION

The main activities planned during the EPS-SG Preparatory Programme will consist of:

- Preparatory Programme Management:
 - Management
 - Project Control and Planning
- System and Operations Preparation
 - System Management
 - End User Activities
 - System Engineering
 - System Definition and Development
 - Meteorological Products Activities
 - Operations Preparation
 - System Integration and Verification and Validation
 - External Services (Launch Services Activities and LEOP Services Activities)
- Satellites Activities
- Instruments Activities
 - Instruments with Existing Design
 - New Instruments
- Ground Segment Activities
- Quality Assurance

**EUMETSAT POLAR SYSTEM SECOND GENERATION
PREPARATORY PROGRAMME (EPS-SG PP)**

FINANCIAL ENVELOPE AND CONTRIBUTIONS

1 FINANCIAL ENVELOPE

The financial envelope of the EPS-SG PP shall amount to 40.91 MEUR at 2011 economic conditions, with an indicative payment profile of 5.92 MEUR in 2012, 17.30 MEUR in 2013, and 17.69 MEUR in 2014.

2 CONTRIBUTIONS

The Member States shall contribute to the EPS-SG PP in accordance with a GNI-based scale of contributions established in accordance with Article 13 of the EUMETSAT Financial Rules. The current scale of contributions is provided in Section II below. The scale will be updated in triennial intervals.

II SCALE OF CONTRIBUTIONS FOR MANDATORY PROGRAMMES AND GENERAL BUDGET

In accordance with the EUMETSAT Convention Article 10.2, each Member State shall pay an annual contribution to the EUMETSAT General Budget and Mandatory Programmes on the basis of the average Gross National Product [Income] of each Member State for the three latest years for which statistics are available.

Based on the scale of contributions presented to Council at its 74th meeting amended by the accession of Estonia on 26 June 2013, Lithuania on the 1 January 2014 and Iceland on 7 January 2014, the current scale of contributions for the EUMETSAT Mandatory Programmes and General Budget is as follows:

MEMBER STATE	CONTRIBUTION (%)
AUSTRIA (AT)	2.0745%
BELGIUM (BE)	2.6097%
SWITZERLAND (CH)	2.5528%
CZECH REPUBLIC (CZ)	0.9743%
GERMANY (DE)	18.8042%
DENMARK (DK)	1.7546%
ESTONIA (EE)	0.1102%
SPAIN (ES)	7.8897%
FINLAND (FI)	1.3743%
FRANCE (FR)	14.6998%
UNITED KINGDOM (GB)	13.9651%
GREECE (GR)	1.7168%
CROATIA (HR)	0.3364%
HUNGARY (HU)	0.7130%
IRELAND (IE)	1.1500%
ICELAND (IS)	0.0741%
ITALY (IT)	11.5884%
LITHUANIA (LT)	0.2169%
LUXEMBOURG (LU)	0.2195%
LATVIA (LV)	0.1600%
NETHERLANDS (NL)	4.3617%
NORWAY (NO)	2.1569%
POLAND (PL)	2.4188%
PORTUGAL (PT)	1.2445%
ROMANIA (RO)	0.9414%
SWEDEN (SE)	2.4985%
SLOVENIA (SI)	0.2649%
SLOVAK REPUBLIC (SK)	0.4509%
TURKEY (TR)	2.6781%
TOTAL	100.0000

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The basis for the calculation of the contributions is the Gross National Income issued by EUROSTAT internet online statistics database on 1 September 2011. The current scale of contributions is based on the reference period 2007-2009, applicable for the period 2012-2014. The scale will be updated in triennial intervals.

III OPTIONAL PROGRAMMES

As stipulated in the EUMETSAT Convention, optional programmes are those which count with the participation by those Member States that agree so to do. Optional Programmes are programmes within the objectives of EUMETSAT agreed as such by the Council.

Optional programmes are established through the adoption of a Programme Declaration by the Member States interested to which a detailed Programme Definition, containing all necessary programmatic, technical, financial, contractual, legal and other elements is attached. Any optional programme shall be within the objectives of EUMETSAT and be in accordance with the general framework of the Convention and the rules agreed by the Council for its application. The Programme Declaration is approved by the Council in an Enabling Resolution.

Any Member State shall have the opportunity to participate in the preparation of a draft Programme Declaration and may become a Participating State of the optional programme within the time frame set out in the Programme Declaration.

Optional programmes take effect once at least one third of all EUMETSAT Member States have declared their participation by signing the Declaration within the time frame set out and the subscriptions of these Participating States have reached 90% of the total financial envelope.

EUMETSAT JASON-2 ALTIMETRY OPTIONAL PROGRAMME DEFINITION

Adopted by Potential Participating States on 4-5 December 2001 in Council Declaration EUM/C/01/Decl.I, amended by Council Resolutions EUM/C/02/Res. III adopted on 26-27 November 2002 and EUM/C/03/Res. III adopted on 24-25 June 2003 and entered into force on 27 June 2003.

Amended thereafter to reflect accessions of new Participating States by Council Resolutions EUM/C/59/06/Res. II adopted on 3-4 July 2006, EUM/C/60/06/Res. II adopted on 30 November-1 December 2006, EUM/C/66/08/Res. VII adopted on 9-10 December 2008, EUM/C/67/09/Res. VII adopted on 30 June-1 July 2009, EUM/C/72/11/Res. II adopted on 28-29 June 2011, EUM/C/72/11/Res. V adopted on 28-29 June 2011 and EUM/C/78/13/Res. III adopted on 25-26 June 2013.

Further amended to extend its duration by Council Resolutions EUM/C/77/12/ Res. III adopted on 15-16 November 2012 and EUM/C/79/13/ Res. IV adopted on 26-27 November 2013, entered into force on ...⁷

The amended Declaration EUM/C/01/Decl. I has been signed by the following Participating States:

PARTICIPATING STATES	DATE
BELGIUM (BE)	21 October 2002
SWITZERLAND (CH)	8 April 2002
GERMANY (DE)	25 June 2003
DENMARK (DK)	26 June 2003
ESTONIA (EE)	26 June 2013
SPAIN (ES)	12 June 2003
FINLAND (FI)	23 October 2002
FRANCE (FR)	16 September 2002
UNITED KINGDOM (GB)	27 June 2003
GREECE (GR)	22 June 2004
CROATIA (HR)	8 December 2006
IRELAND (IE)	13 November 2002
ICELAND	7 January 2014
ITALY (IT)	11 October 2002
LITHUANIA (LT)	1 January 2014
LUXEMBOURG (LU)	29 March 2004
LATVIA (LV)	26 May 2009
NETHERLANDS (NL)	11 November 2002
NORWAY (NO)	31 October 2002
PORTUGAL (PT)	22 June 2004
ROMANIA (RO)	29 November 2010
SWEDEN (SE)	25 June 2003
SLOVENIA (SI)	19 February 2008
TURKEY (TR)	30 October 2003

⁷ Subject to lifting of *ad referendum* by Spain.

1 GENERAL

The primary objective of the EUMETSAT Jason-2 Altimetry Programme will be to ensure that the EUMETSAT user community continues to receive precise altimetry data on an operational basis. To meet this need, Jason-2 will be an Earth orbiting satellite in a 66° orbit equipped with a radar altimeter and other instruments to directly measure sea surface elevation along a fixed grid of sub-satellite groundtracks. Jason-2 will, for an estimated period of ten years, continue the data collection started with Topex/Poseidon and continued with Jason-1. The intention is for EUMETSAT to be an equal partner in the Ocean Surface Topography Mission (OSTM) alongside NOAA, NASA and CNES. Both NASA and CNES have confirmed that a decision by their authorities to proceed with support for OSTM is dependent on the financial involvement of the operational agencies EUMETSAT and NOAA.

2 MISSION OBJECTIVES

The main focus of OSTM is to pursue the unique accuracy, continuity and coverage of the Topex/Poseidon and Jason-1 missions in support of operational activities such as marine meteorology, seasonal forecasting, oceanographic services and the monitoring of the climate and for describing and understanding the ocean circulation, its variability on all scales, and its influence on climate.

The basic missions to be addressed by OSTM are described below.

2.1 Marine meteorology

The two parameters measured by altimetry that have meteorological applications are wind speed and significant waveheight (SWH). Sea-state is a parameter with rapid short timescale changes of a few hours. Sea-state prediction models are forced by NWP forecasts of surface winds, but dense and frequent measurements on short time-scales are needed to constrain the models efficiently, and this is beyond the scope of in-situ networks. Real time wind speed and SWH as measured by the Jason-2 altimeter will be of value in data assimilation into models. Operational systems are already running in several meteorological centres providing reliable 12-24 hours forecasts.

2.2 Mesoscale oceanography

Three dimensional mesoscale structures have horizontal spatial scales of 30-300 km and time-scales of 20-90 days. They are mainly associated with the formation and propagation of eddies which are very energetic, have a key role in heat transport from low to high latitudes, and need to be forecast to support fisheries and other applications.

2.3 Seasonal Forecasts and Climate

Seasonal and Interannual variability is known to be significantly impacted by the El Niño and this has a consequential impact on a wide range of economic and social activities of countries affected by these events. To date altimetric data assimilation

runs have significantly improved the quality of the seasonal and interannual forecasting (6 months to 1 year in advance), and Jason-2 will continue to contribute and enhance this service.

OSTM will have a major contribution to the observation of large spatial variability (intra-seasonal to interannual) thanks to the expected low error budget and a very precise orbit determination. The OSTM observations will allow an improved characterisation of the seasonal cycle and its geographic dependence as well as better understanding of the associated ocean-atmosphere interactions. The accurate knowledge of the seasonal cycle is especially important to evaluate and to adjust at a first order the ocean models and climate models. OSTM will also continue to contribute to our understanding of mean sea level trends

2.4 Other Applications

Altimetry is also useful for many applications in geodesy, geophysics, glaciology and hydrology.

The observations from OSTM will continue to contribute to our improved knowledge of tides. Water vapour content as measured by the radiometers on-board altimetric satellites can be useful to monitor atmosphere characteristics in the troposphere and to constrain operational weather models. Precipitation is another parameter that may be derived from the dual-frequency radar altimeter and the radiometer and be used by meteorologists to complete their data sets.

Despite the inappropriate technical design and orbit geometry, interesting results have been obtained with Topex/Poseidon data by scientists studying sea-ice, enclosed seas, lakes, large rivers and flat continental topography.

3 OCEAN SURFACE TOPOGRAPHY MISSION (OSTM) SYSTEM DESCRIPTION

3.1 Overview

The OSTM end to end system includes a satellite, launch, and a full ground system. The task sharing between the four partners will ensure a coherent overall system. The overall system described below is the total system that will be jointly provided by the four partners. Section 4 deals with the specific EUMETSAT activities.

3.2 Space Segment

The Jason-2 payload consists of a:

- Two-frequency altimeter called Poseidon-2 and its antenna
- Three-frequency radiometer and its antenna
- Doppler Orbitography and Radiopositioning Integrated by Satellite (Doris) on board package;
- Laser retroreflector array;
- Turbo Rogue Space Receiver (TRSR) GPS space receiver and up to two (2) antennas.

The Jason-2 satellite bus will be the PROTEUS (Plateforme Reconfigurable pour l'Observation de la terre, les Telecommunications et les Utilisations Scientifiques) platform developed for Jason-1.

NASA will provide the launch of the Jason-2 satellite.

3.3 Ground System Description

The ground system consists of a control ground system and a mission ground system distributed between the US and Europe and between the four partners.

3.3.1 Control Ground System

The Control Ground System comprises:

- a. **A Satellite Control Centre (SCC)** located in Toulouse to monitor the satellite during the complete mission lifetime. Satellite control and operations are also executed from this centre until the end of the assessment phase.
- b. **A Project Operation Control Centre (POCC)** expected to be located in Pasadena California under NOAA/NASA control. This centre will be operational from the end of the assessment phase and will control the satellite and the associated instruments for the remainder of the mission.
- c. **An Earth Terminal Network** to provide command transmission and data acquisition. There will be at least three Earth Terminals, one of which will be in Europe to provide global coverage.

3.3.2 Mission Ground System

The Mission Ground System comprises:

- a. **The EUMETSAT Mission Centre(EMC)** to provide:
 - Data reception and primary processing for real time products;
 - User interfaces;
 - Real time data distribution and archiving.

- b. The CNES Mission System Centre** comprises the Segment Sol Multimission Altimétrie et Orbitographie (SSALTO) and a DORIS system beacon network. The functions are:
- Instrument programming and monitoring (altimeter and DORIS)
 - Commands requests generation (altimeter and DORIS)
 - Mission management and operation plan definition
 - Precise Orbit Determination (POD)
 - Algorithm definition and POD data production and validation
 - Offline altimeter data processing and validation of altimetry product
 - Offline data distribution and archiving
 - Network of ground beacons
- c. A NASA/NOAA Mission Centre** (expected to be part of the JPL POCC) whose functions are:
- Instrument programming and monitoring (Radiometer and TRSR)
 - Command requests generation (Radiometer and TRSR).
 - Offline altimeter data processing and validation of altimetry product in parallel with the EUMETSAT, CNES mission centre
 - Real Time altimeter data processing
 - Real time and offline data distribution and archiving

3.4 Data Products and Services

3.4.1 Geophysical Products

The basic data services proposed for OSTM are a continuation of the services provided for Jason-1. The products are:

- A **three hour real time Operational Sensor Data Record (OSDR)**, mainly for marine meteorological applications. The aim is to have 75% of the data available within three hours and 95% within five hours, but every effort will be made to improve upon this aim for European regional data. The wind wave accuracy will be better than 2m/s or 10% with an orbit accuracy of better than 50cm and a range accuracy of better than 4.5cm.
- A **three day Interim Geophysical Data Record (IGDR)** for oceanography. The aim is to have 95% of the products available. The wind wave accuracy will be better than 1.7m/s or 10% with an orbit accuracy of better than 4cm and a range accuracy of better than 3.3cm.
- A **thirty day Geophysical Data Record (GDR)** for off-line science. The wind wave accuracy will be better than 1.7m/s or 10% with an orbit accuracy of better than 2cm and a range accuracy of better than 3.3cm.

3.4.2 Other Products

In addition there will be a set of specialist products, such as the combined products making effective use of OSTM and Envisat altimetry data, designed for expert users who wish to undertake certain analysis. These primarily concern orbit parameters and cross over products as well as the radiometer data.

3.4.3 Data Dissemination

The OSDR will be distributed using the GTS network, and such other networks (e.g. the World Wide Web) as may be agreed by EUMETSAT Participating States. EUMETSAT will be responsible for receiving data within Europe and making the data available to users on a routine basis in a way that ensures all EUMETSAT Participating States gain access to them in an optimum manner. NOAA/NASA will have a similar responsibility within the USA.

The IGDR will be distributed using the GTS network, and such other networks (e.g. the World Wide Web) as may be available. Within Europe the primary centre for processing the IGDR will be the SSALTO based in Toulouse. They will receive and archive all the data from both the European and US based Earth Terminals.

Within Europe the primary centre for processing and distributing the GDR will be the SSALTO based in Toulouse. They will receive and archive all the data from both the European and US based Earth Terminals. These data will be available on request.

3.4.4 Data Policy

It is recommended that all data available through this programme be made available in accordance with WMO Resolution 40 (Cg-XII) and that all OSTM data are classified as “essential”.

4 THE EUMETSAT JASON-2 ALTIMETRY PROGRAMME CONTENT

The EUMETSAT Jason-2 Altimetry Programme covers the EUMETSAT contribution to the US-European OSTM and aims at providing a ten-year OSTM operational data service to Member States and other users. The main elements of the EUMETSAT Programme are:

- a.** A financial contribution by EUMETSAT to CNES. This, along with the CNES, NASA, and NOAA funds will ensure the supply of the satellite, launcher and all ground segment and operations not specifically provided by EUMETSAT
- b.** Acquisition, installation, operations and maintenance of a EUMETSAT Earth Terminal to receive data from the satellite and uplink the commands to the satellite. The preferred location is Darmstadt.
- c.** The algorithms for the processing of the real time data in EUMETSAT will be provided by the SSALTO based on the Jason-1 activities. Associated with this will be the need for a computing hardware and data dissemination chain.

- d.** The operational role of EUMETSAT shall be to:
- Receive via the EUMETSAT Earth Terminal all data scheduled for reception in Europe;
 - Process these raw data to produce the OSDR products;
 - Transmit all the received raw data to the SSALTO and the NASA/NOAA Mission Centre for archiving and offline processing;
 - Receive the OSDR products generated in the US from their reception site (TBC);
 - Distribute the OSDR products to users;
 - Maintain a rolling archive to ensure data are safely archived at the long term archives;
 - Provide a user interface for enquiries on data formats, quality availability etc;
 - Contribute to activities related to scientific Announcements of Opportunity and visiting scientists;
 - Engage in other activities as agreed, to optimise the data service provided to EUMETSAT Member States and other users.
- e.** Management of the Cooperation with CNES, and the US partners.

5 IMPLEMENTATION

OSTM is a four party activity with clear and distinct responsibilities being allocated to each party. A four party Memorandum of Understanding and associated bilateral Agreements will set out these roles in detail.

An OSTM Joint Steering Group (OSG) will be established to provide direction and to review project implementation status. The OSG will establish a Project Plan. This plan will contain detailed statements as to how the cooperative project is to be carried out. It will include all aspects of the mission. This Project Plan will form the basis for the EUMETSAT/CNES activities.

Each party will also establish its own OSTM Project Office to provide for its project planning and management. Each office will be responsible for ensuring that its role is fulfilled.

EUMETSAT will implement the EUMETSAT Jason-2 Altimetry Programme in a single slice. Jason-2 has to be ready for launch in December 2004. The actual launch date is dependent upon the successful launch and operations of Jason-1. The expected period of operations is 10 years. It is intended that agreement will be sought to extend operations if the performance of the satellite remains satisfactory towards the end of this period. This will require a separate decision by all EUMETSAT Participating States wishing to continue.

EUMETSAT JASON-2 ALTIMETRY OPTIONAL PROGRAMME FINANCIAL ENVELOPE AND SCALE OF CONTRIBUTIONS

Adopted by Potential Participating States on 4-5 December 2001 in Council Declaration EUM/C/01/Decl.I, amended by Council Resolutions EUM/C/02/Res. III adopted on 26-27 November 2002 and EUM/C/03/Res. III adopted on 24-25 June 2003 and entered into force on 27 June 2003.

Amended thereafter to reflect accessions of new Participating States by Council Resolutions EUM/C/59/06/Res. II adopted on 3-4 July 2006, EUM/C/60/06/Res. II adopted on 30 November-1 December 2006, EUM/C/66/08/Res. VII adopted on 9-10 December 2008, EUM/C/67/09/Res. VII adopted on 30 June-1 July 2009, EUM/C/72/11/Res. II adopted on 28-29 June 2011, EUM/C/72/11/Res. V adopted on 28-29 June 2011 and EUM/C/78/13/Res. III adopted on 25-26 June 2013.

Further amended to extend its duration by Council Resolutions EUM/C/77/12/ Res. III adopted on 15-16 November 2012 and EUM/C/79/13/ Res. IV adopted on 26-27 November 2013, entered into force on ...⁸.

1 FINANCIAL ENVELOPE

The overall envelope for EUMETSAT's contribution to the Ocean Surface Topography Mission (OSTM) through the EUMETSAT Jason-2 Altimetry Programme shall be limited to a maximum of 31 MEUR at 2001 economic conditions.

The indicative EUMETSAT payment profile, based upon a 2004 December launch and five years of operations, is:

Year	2003	2004	2005	2006	2007	2008	2009
MEUR	3	4.0	4.6	4.6	4.6	4.6	4.6

2 SCALE OF CONTRIBUTIONS

The Participating States shall contribute to the EUMETSAT Jason-2 Altimetry Programme in accordance with the following scale of contributions:

⁸ Subject to lifting of *ad referendum* by Spain.

PARTICIPATING STATE	CONTRIBUTION %
BELGIUM (BE)	3.0454%
SWITZERLAND (CH)	3.4395%
GERMANY (DE)	26.4319%
DENMARK (DK)	1.9514%
ESTONIA (EE)	0.0860%
SPAIN (ES)	6.6523%
FINLAND (FI)	1.4487%
FRANCE (FR)	17.2175%
UNITED KINGDOM (GB)	10.4960%
GREECE (GR)	0.7196%
CROATIA (HR)	0.2206%
IRELAND (IE)	0.9462%
ICELAND (IS)	0.0738%
ITALY (IT)	13.3541%
LITHUANIA (LT)	0.1567%
LUXEMBOURG (LU)	0.2168%
LATVIA (LV)	0.0956%
NETHERLANDS (NL)	4.5238%
NORWAY (NO)	1.7840%
PORTUGAL (PT)	1.2714%
ROMANIA (RO)	0.5809%
SWEDEN (SE)	2.7398%
SLOVENIA (SI)	0.2319%
TURKEY (TR)	2.3161%
TOTAL	100.0000

EUMETSAT JASON-2 ALTIMETRY OPTIONAL PROGRAMME VOTING COEFFICIENT

Adopted by Potential Participating States on 4-5 December 2001 in Council Declaration EUM/C/01/Decl.I, amended by Council Resolutions EUM/C/02/Res. III adopted on 26-27 November 2002 and EUM/C/03/Res. III adopted on 24-25 June 2003 and entered into force on 27 June 2003.

Amended thereafter to reflect accessions of new Participating States by Council Resolutions EUM/C/59/06/Res. II adopted on 3-4 July 2006, EUM/C/60/06/Res. II adopted on 30 November-1 December 2006, EUM/C/66/08/Res. VII adopted on 9-10 December 2008, EUM/C/67/09/Res. VII adopted on 30 June-1 July 2009, EUM/C/72/11/Res. II adopted on 28-29 June 2011, EUM/C/72/11/Res. V adopted on 28-29 June 2011 and EUM/C/78/13/Res. III adopted on 25-26 June 2013.

Further amended to extend its duration by Council Resolutions EUM/C/77/12/ Res. III adopted on 15-16 November 2012 and EUM/C/79/13/ Res. IV adopted on 26-27 November 2013, entered into force on ...⁹.

Pursuant to the scale of contributions contained in Annex II of the Declaration on the EUMETSAT Optional Jason-2 Altimetry Programme, and taking into account Article 5.3 b) of the EUMETSAT Convention, the voting coefficient of Participating States shall be as follows:

⁹ Subject to lifting of *ad referendum* by Spain.

PARTICIPATING STATE	CONTRIBUTION %
BELGIUM (BE)	3.0454%
SWITZERLAND (CH)	3.4395%
GERMANY (DE)	26.4319%
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LATVIA (LV)	0.0956%
NETHERLANDS (NL)	4.5238%
NORWAY (NO)	1.7840%
PORTUGAL (PT)	1.2714%
ROMANIA (RO)	0.5809%
SWEDEN (SE)	2.7398%
SLOVENIA (SI)	0.2319%
TURKEY (TR)	2.3161%
TOTAL	100.0000

OPTIONAL EUMETSAT JASON-3 ALTIMETRY PROGRAMME DEFINITION

Adopted by the Potential Participating States on 1 July 2009 in Council Declaration EUM/C/67/09/Dcl. I, amended by Council Resolution EUM/C/68/09/Res. I adopted on 1-2 December 2009 and entered into force on 1 February 2010.

Amended thereafter to reflect the accession of new Participating States by Council Resolutions EUM/C/72/11/Res. III and EUM/C/72/11/Res. VI both adopted on 28-29 June 2011, and by EUM/C/78/13/Res. IV adopted on 25-26 June 2013.

The amended Council Declaration EUM/C/67/09/Dcl. I has been signed by the following Participating States:

PARTICIPATING STATES	DATE
BELGIUM (BE)	29 January 2010
SWITZERLAND (CH)	27 August 2009
GERMANY (DE)	4 January 2010
DENMARK (DK)	23 November 2009
ESTONIA (EE)	26 June 2013
SPAIN (ES)	29 January 2010
FINLAND (FI)	2 October 2009
FRANCE (FR)	31 January 2010
UNITED KINGDOM (GB)	1 February 2010
GREECE (GR)	17 July 2009
CROATIA (HR)	1 February 2010
IRELAND (IE)	8 October 2009
ICELAND (IS)	7 January 2014
ITALY (IT)	7 October 2009
LITHUANIA	1 January 2014
LUXEMBOURG (LU)	1 December 2009
NETHERLANDS (NL)	3 November 2009
NORWAY (NO)	9 October 2009
PORTUGAL (PT)	1 December 2009
ROMANIA (RO)	29 November 2010
SWEDEN (SE)	21 December 2009
SLOVENIA (SI)	28 December 2009
TURKEY (TR)	28 October 2009

1 GENERAL

The primary objective of the Programme is to ensure that the user community continues to receive precise altimetry data on an operational basis while Europe prepares for a long term operational perspective. To meet this need, Jason-3 will be an Earth orbiting satellite in a 66° orbit equipped with a radar altimeter and other instruments to directly measure sea surface elevation along a fixed grid of sub-satellite ground tracks. Jason-3 will thereby continue the data collection carried out by Topex/Poseidon, Jason-1 and Jason-2.

As an evolution of the Jason-2 OSTM Programme, the Optional EUMETSAT Jason-3 Altimetry Programme will rely on an international partnership between EUMETSAT, NOAA and CNES and NASA. In addition, it is expected that ESA and the European Commission will contribute. The increased role of NOAA and EUMETSAT as operational agencies reflects the ongoing transition from Research and Development towards full operations.

2 MISSION APPLICATIONS

The main focus of Jason-3 is to provide continuity to the unique accuracy, continuity and coverage of the Topex/Poseidon, Jason-1 and Jason-2 missions in support of operational applications related to extreme weather events and operational oceanography and climate applications and forecasting.

2.1 Operational Applications

2.1.1 Marine Meteorology

Meteorological centers run sea state forecast models to anticipate the evolution of waves and swells, which are superimposed, on all parts of the Earth, providing sailors and workers at sea with regular forecasts and special weather updates when weather conditions deteriorate. Such models (e.g. VAG at Météo-France, WAM at the ECMWF European Center) benefit greatly from real-time wave-height and wind speed altimetry products such as those issued within 3 hours from Jason-1 and 2, and ENVISAT.

2.1.2 Short, Medium Range and Seasonal Forecast

The assimilation of altimetry data into coupled atmosphere-ocean models has also proved to be very beneficial for short range, as well as medium range, monthly and seasonal forecasting, which are core activities of the National Meteorological Services. It has already been shown that coupled Atmospheric/Wave models allow to better estimate the flux at the interface between the atmosphere and the ocean, with some positive impact on numerical weather prediction. Also the actual heat content of the ocean mixed layer can have a decisive influence on the development and short range forecasting of high impact weather. In particular the derivation, from altimetry measurements of the so called Tropical Heat Content Potential (THCP), allows an improved prediction of hurricane intensity as was first demonstrated in 2005 with Katrina and Rita, and now being run operationally at NOAA. Likewise, recent mesoscale simulations have demonstrated that, in September/October, an increase of 3°C over some depth in the

Mediterranean sea can more than double cumulated rainfall over 6-12 hours, in those convective situations associated with severe floods and major losses in nearby areas.

On longer timescales, the assimilation of both satellite (altimetry and sea surface temperature) and in situ data in ocean models coupled with atmosphere models is key to improving monthly and seasonal forecast.

2.1.3 Ocean Modeling

Several global and regional models (e.g. MERCATOR, FOAM, ECCO...) have been developed and run in an experimental or pre-operational configuration, before entering the operational phase with the MyOcean project. They provide high resolution, high frequency 3D products which depict and forecast a few weeks in advance the very short scale nature of the ocean signal, including current positions and intensity, position and scales of eddies and thermal fronts. Because of the highly turbulent characteristics of this short range signal and its non-linear evolution, it is necessary to take advantage of global, dense, and accurate observations. Altimetry is especially powerful for monitoring in near-real time the mesoscale signal and adjusting regularly the models. The derived products satisfy many applications (e.g. marine safety, marine pollution, ship routing, navy needs, oil drilling, coastal forecasts, fish stock management...).

2.1.4 Coastal Applications

Another field of activity is that concerning coastal areas where there are many problems related to risk prevention and coastal development. High resolution models require as an input high accuracy products in the coastal band as well as at the deep ocean boundary. One example is the prediction of storm surges. Another example is the trajectory monitoring and forecasting of drifting polluted waters, ships, and objects lost at sea. In this domain too, altimetry products have a key role to assess and to constrain frequently the models, improving thus the forecasts.

2.1.5 Security Related Applications

Sound can propagate a long way under water and five times faster on average than it does in air. Variations in the speed of sound with depth determine how sound waves are propagated and are key parameter for security forces deployed at sea.

In the ocean, we encounter fronts, anticyclones, depressions, currents and hot and cold eddies. Each of these structures causes temperature, salinity and velocity profiles to vary. In such turbulent conditions, military oceanography aims to give forces the most accurate picture possible of the ocean so that systems can be employed effectively. In this respect, the advent of operational altimetry satellites has opened new horizons

2.2 Climate Applications and Forecasting

2.2.1 Sea Level Rise and Climate Change

At the other end of the ocean variability spectrum, the secular mean sea level trend is a key indicator of global warming. Global sea level rise (GSLR) – the most obvious manifestation of climate change in the oceans – directly threatens critical coastal

infrastructure through increased erosion and more frequent flooding. 146 million people live within 1 meter of mean high water worldwide.

Projections of GSLR for the end of this century as stated in the Third Assessment Report (TAR, 2001) of the Intergovernmental Panel on Climate Change (IPCC) ranged from 9 to 88 cm, while those in the Fourth Assessment Report (AR4, 2007) range from 18 to 59 cm. To evaluate how realistic these projections are, they will need to be compared with future direct observations of GSLR; and the only way to resolve the global variability inherent in sea level rise is to use observations to be collected by Jason-class altimeter missions, in a manner that is fully consistent with the series accumulated since 1992 by TOPEX/Poseidon, Jason-1 and Jason2.

The continuity of these high accuracy measurements is more crucial as there are major uncertainties on sea level rise, associated with major changes in the climate system. The AR4 report stated that...*models [of GSLR] used to date do not include uncertainties...[such as the] ...effects of changes in ice sheet flow.* Forced to ignore these uncertainties because existing climate models are unable to account for them, AR4 further states *...the upper values of the ranges given are not to be considered upper bounds...for GSLR.* The recent U.S. Climate Change Science Program Synthesis and Assessment Report on Abrupt Climate Change goes even further stating that inclusion of these uncertainties *...will likely lead to sea-level projections for the end of the 21st century that substantially exceed the projections presented in the IPCC AR4 report.*

The uncertainties are already showing in the available data sets, with the rise in global sea level (1.8 mm/yr averaged over the past century) increasing to 3.1 mm/yr over the past 1½ decades but decreasing to 2.5 mm/y in more recent years, with less contribution from thermal expansion of the upper ocean and more from melting of continental glaciers. Furthermore, the geographic distribution of sea level rise is even more difficult to predict. Under the scenario of a massive melting of the Greenland ice sheets, the anticipated sea level rise in Europe or South America would be quite different, and recent research results suggest that the assumed stability of the Greenland ice sheets may be very questionable. Reliable projections of regional sea level rise which is of great concerns to coastal zones around the world are crucially dependent on a global observing system. Therefore, it is essential that we maintain and extend our existing capability to collect direct observations of GSLR by satellite altimetry; these measurements have been made continuously since 1992 by a series of three satellites, the most recent, Jason-2, having been launched this past June.

The continuation of Jason type missions is a unique way to fulfill this objective of great importance and of general interest.

2.2.2 Research Topics

The ocean exhibits variability at different scales in time and space, affecting significantly mass and heat transport, exchanges with the atmosphere, and consequently the climate. Sea surface topography as measured by altimetry has proven its usefulness to understand the physics behind this variability. Model parameterization has been improved thanks to these new findings. But there is still more to do. Apart from the seasonal cycle, which leads to an increase or decrease in sea level in each hemisphere, exceeding 15 cm in some areas, there are significant variations from one year to the next which are not yet well understood.

The El Nino event, the North Atlantic Oscillation, the Pacific Decadal Oscillation, the planetary waves crossing the oceans over periods of months to years and even decades are among the mechanisms which need to be better characterized. The predictability of the coupled ocean-atmosphere system at decadal ranges is a subject of intensifying modeling research, with the control of the ocean state playing a key role.

Because of the long period of these phenomena, very long time series of altimeter observations are needed, requiring follow-on missions to Jason-2.

3 CORE PRODUCTS AND SERVICES

3.1 Products Description

The Jason-3 products will be based on the Jason-2 ones as described in the table below.

	Products	Main Variables	Frequen cy	Application Class
1	Operational Geophysical Data Record (OGDR)	Significant Wave Height (SWH) Surface Wind Speed (WIND) Sea Surface Height (SSH)	3 hours	Nowcasting Operational Wave Forecasting
2	Interim Geophysical Data Record (IGDR)	Sea Surface Height (SSH) Absolute Dynamic Topography (ADT) Ocean Geostrophic Velocities	Daily	Medium-Range Forecasting Seasonal Forecasting Ocean Weather
3	Geophysical Data Record (GDR)	Sea Surface Height (SSH)	10 daily (one repeat cycle)	Climate Monitoring Climate Modeling

It should be noted that some demonstration products will be evaluated on Jason-2, for instance, coastal or in land water products. If the performance and quality of those products are demonstrated, then they could become operational products for Jason-3, in which case they would be included in the Operational Service Specification.

3.2 Archiving and Dissemination

The Near Real Time products will be disseminated by EUMETSAT through Eumetcast and also on the GTS network. These products will also be archived in the UMARF. The longer latency IGDR and GDR products will be processed as for Jason-2, disseminated and archived by CNES in Europe and by NOAA in the US. In addition, EUMETSAT is also investigating the possibility to disseminate multi-mission altimetry products.

4 SYSTEM DESCRIPTION

4.1 Overview

The Jason-3 end to end system includes a satellite, launch, and a full ground system. The task sharing between the partners will ensure a coherent overall system. The overall system described below is the total system that will be jointly provided by all partners.

4.2 Space Segment

The satellite includes the satellite bus and the instruments constituting the payload. The total weight of the satellite will be around 550Kg. The satellite bus is made up of a platform based on the PROTEUS platform, a payload instrument module and a launcher adapter.

The Jason-3 payload consists of the following instruments:

- Two-frequency altimeter called Poseidon
- Three-frequency advance microwave radiometer
- Doppler Orbitography and Radiopositioning Integrated by Satellite (DORIS) on board package
- Global Positioning System Payload (GPS-P)
- Laser Reflector Array (LRA)

NOAA will provide the launch of the Jason-3 satellite.

4.3 Ground System

The ground segment, for satellite and instrument command and control, and for product generation, will be based on a maximum re-use of existing elements from Jason-2. This system is now operational for some months and is compliant with the needs. This ground segment is operated by both the US and Europe and makes extensive use of already existing assets. It has a robust design which includes several levels of redundancy. It comprises:

- **A Satellite Control Centre** provided by CNES. This centre monitors the satellite during the complete mission life time but is only used for satellite control in the early phases of the mission or in the case of a major anomaly during Operations;
- **A Satellite Operations Control Centre** provided by NOAA. After the initial phases of the mission, all nominal operations regarding satellite control and flight operations are executed from this centre;

- **An Earth Terminal/Stations Network:** the CNES control centre and the NOAA operation control centre rely (for command transmission and data acquisition) upon a ground terminal network of earth terminal/stations suitably located to allow the required orbit coverage compliant with the data latency requirement.

This network is based on:

- An earth terminal in Europe.
- Two earth terminals in the USA
- An additional set of S-band earth terminals for early mission phases and contingency purpose.

The exact location of these earth terminals needs to be further analyzed to cope with the constraints induced by the initial formation flying between Jason-2 and Jason-3 (both satellites flying one minute apart from each other) which prevents to use the same antennas as for Jason-2.

The operations set-up is based on that of Jason-2, with NOAA in charge of routine satellite operations and CNES leading the satellite expertise and operations in case of anomaly during the mission. With the view of keeping recurrence with Jason-2 and minimising the development costs and associated risks, the Jason-2 operations concept was retained.

5 COOPERATIVE FRAMEWORK AND SHARING OF RESPONSIBILITIES

Like the Jason-2 programme, it is proposed to base the Programme on international cooperation. In the case of Jason-3, and taking into account that this programme represents a further step in the transition towards a long term operational altimetry programme, the following Partners are involved.

From a funding stand point, NOAA, EUMETSAT, CNES, NASA, the European Commission and ESA contribute to the Programme. To avoid the complexity of a 6 partners' Agreement, and bearing in mind that only NOAA, EUMETSAT, CNES and NASA will be directly in charge of the development and the operations of the system, it is proposed to establish a four partner Memorandum of Understanding (MOU) and a set of bilateral Agreements or Arrangements including one between NOAA and NASA for the US contribution:

- Four-partite MOU (EUMETSAT, NOAA, CNES, NASA)
- Agreement between EUMETSAT and CNES
- Agreement between EUMETSAT and ESA
- Agreement between EUMETSAT and the European Commission (EC)

Taking into account the nature of the Jason-3 cooperative framework, it is proposed to adopt the same Data Policy as for the OSTIM (Jason-2) cooperation. This means that all Jason-3 data products would be made available in accordance with WMO Resolution 40 (Cg-XII) and be classified as "Essential".

Programmes

Access to GMES Services and to ESA will be explicitly covered in the arrangements to be concluded with the EC and ESA regarding their funding contributions to the programme.

The operational agencies, EUMETSAT and NOAA, will take the lead on the programme, with CNES making a significant in kind contribution and acting at technical level as system coordinator. NASA will support with the other partners for scientific activities.

EUMETSAT will maintain the operational role already established for the Jason-2 Programme, ie it will operate the Earth Terminal, process, disseminate and archive the near real time products, provide the user services and conduct mission operations jointly with NOAA and CNES.

In addition, EUMETSAT will make payments to CNES to fund part of the CNES activities, and retain a fraction of the funding to prepare and perform its operational activities. EUMETSAT will not play a direct role in the procurements effected by CNES.

NOAA will join EUMETSAT in taking the lead on the programme. NOAA will also provide the launcher and launch services, the radiometer, GPS-P receiver and laser retroreflector and, together with CNES and EUMETSAT, operate the system after the end of commissioning along an equivalent scheme as for Jason-2.

CNES will make a significant in kind contribution, consisting mainly of the satellite bus and human resources. In addition, CNES will act as procurement agent on behalf of EUMETSAT, integrate all payload elements and operate the satellite after the launch.

All agreements will be on a “reasonable efforts” basis, and EUMETSAT will ensure that it does not assume any financial liability for elements or funding to be provided by Partners.

6 SCOPE OF EUMETSAT PROGRAMME AND IMPLEMENTATION

It should be recalled that the primary objective of the Programme and of the EUMETSAT involvement is to secure continuity of data services and that this Programme, recurrent from Jason-2, does not have the development aspects normally associated with the core EUMETSAT meteorological programmes.

The EUMETSAT Jason-3 Altimetry Programme covers the EUMETSAT contribution to the joint system established with the partners and aims at providing a five-year operational data service to Participating States and other users. The main elements of the EUMETSAT programme are:

- A financial contribution by EUMETSAT to CNES,
- Establishment, operations and maintenance of the EUMETSAT Earth Terminal (to be confirmed)
- Processing, dissemination and archive of the near real time products, provision of user services and conduct of mission operations jointly with NOAA and CNES

EUMETSAT will implement the Jason-3 Altimetry Programme in a single slice. Jason-3 has to be ready for launch in mid-2013. The expected period of operations is five years. It is intended that agreement will be sought to extend operations if the performance of the satellite remains satisfactory towards the end of this period. This will require a separate decision by all EUMETSAT Participating States wishing to continue.

7 LONG TERM OPERATIONAL PERSPECTIVE WITH A EUROPEAN JASON-CS PROGRAMME

The Jason-3 programme should be seen as the first intermediate step towards an operational high precision altimetry Jason-CS programme to be agreed with ESA in the 2011 timeframe. This programme would consist of a series of Jason-class satellites based on the Cryosat mission heritage, until a transition to a demonstrated new technology could be considered as an operational altimetry mission.

Following the positive decisions taken at the ESA Council at Ministerial Level in November 2008 (C-MIN 08), dedicated studies on Jason-CS have been approved. These studies should provide the necessary technical and programmatic input for a decision to develop a Jason-CS programme creating a long term operational perspective, at the latest by the ESA Council at Ministerial level currently planned in 2011.

This programme should be developed on the basis of the EUMETSAT-ESA cooperation model successfully used for operational meteorology. It is indeed essential to plan for a series of operational satellites developed along the principles used for operational meteorology in Europe.

OPTIONAL EUMETSAT JASON-3 ALTIMETRY PROGRAMME FINANCIAL ENVELOPE AND SCALE OF CONTRIBUTIONS

Adopted by the Potential Participating States on 1 July 2009 in Council Declaration EUM/C/67/09/Dcl. I, amended by Council Resolution EUM/C/68/09/Res. I adopted on 1-2 December 2009 and entered into force on 1 February 2010.

Amended thereafter to reflect the accession of new Participating States by Council Resolutions EUM/C/72/11/Res. III and EUM/C/72/11/Res. VI both adopted on 28-29 June 2011, and by EUM/C/78/13/Res. IV adopted on 25-26 June 2013.

1 FINANCIAL ENVELOPE

The overall envelope for the Optional EUMETSAT Jason-3 Altimetry Programme shall be limited to a maximum of M€63.6 at 2009 economic conditions (M€60 at 2007 economic conditions).

The indicative EUMETSAT payment profile, based upon a mid 2013 launch and five years of operations, is:

Year	2010	2011	2012	2013	2014	2015	2016	2017	2018
M€	20.9	26.2	13	3.5	0	0	0	0	0

2 SCALE OF CONTRIBUTIONS

The Participating States shall contribute to the EUMETSAT Jason-3 Altimetry Programme in accordance with the following scale of contributions:

PARTICIPATING STATE	CONTRIBUTION %
BELGIUM (BE)	2.8725%
SWITZERLAND (CH)	3.0666%
GERMANY (DE)	13.2033%
DENMARK (DK)	1.9830%
ESTONIA	0.0860%
SPAIN (ES)	8.4320%
FINLAND (FI)	1.5057%
FRANCE (FR)	22.0060%
UNITED KINGDOM (GB)	15.6790%
GREECE (GR)	0.9214%
CROATIA (HR)	0.2759%
IRELAND (IE)	1.3003%
ICELAND (IS)	0.0738%
ITALY (IT)	13.4309%
LITHUANIA (LT)	0.1567%
LUXEMBOURG (LU)	0.2399%
NETHERLANDS (NL)	4.8886%
NORWAY (NO)	2.2611%
PORTUGAL (PT)	1.3715%
ROMANIA (RO)	0.6411%
SWEDEN (SE)	2.8199%
SLOVENIA (SI)	0.2562%
TURKEY (TR)	2.5286%
SUBSCRIBED TOTAL	100.0000

OPTIONAL EUMETSAT JASON-3 ALTIMETRY PROGRAMME VOTING COEFFICIENT

Adopted by the Potential Participating States on 1 July 2009 in Council Declaration EUM/C/67/09/Dcl. I, amended by Council Resolution EUM/C/68/09/Res. I adopted on 1-2 December 2009 and entered into force on 1 February 2010.

Amended thereafter to reflect the accession of new Participating States by Council Resolutions EUM/C/72/11/Res. III and EUM/C/72/11/Res. VI both adopted on 28-29 June 2011, and by EUM/C/78/13/Res. IV adopted on 25-26 June 2013.

Pursuant to the scale of contributions contained in Annex II of the Declaration on the Optional EUMETSAT Jason-3 Altimetry Programme, and taking into account Article 5.3 b) of the EUMETSAT Convention, the voting coefficient of Participating States shall be as follows:

PARTICIPATING STATE	% VOTING COEFFICIENT
BELGIUM (BE)	2.8725%
SWITZERLAND (CH)	3.0666%
GERMANY (DE)	13.2033%
DENMARK (DK)	1.9830%
ESTONIA (EE)	0.0860%
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SWEDEN (SE)	2.8199%
SLOVENIA (SI)	0.2562%
TURKEY (TR)	2.5286%
TOTAL	100.0000

PROTOCOL
ON THE PRIVILEGES AND IMMUNITIES
OF THE EUROPEAN ORGANISATION FOR THE EXPLOITATION
OF METEOROLOGICAL SATELLITES
(EUMETSAT)

entered into force on 5 January 1989,
as amended in accordance with notification of
the Depositary of the Protocol on Privileges and Immunities
dated 12 January 2004

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PREAMBLE

The States parties to the Convention for the Establishment of a European Organisation for the Exploitation of Meteorological Satellites (EUMETSAT), opened for signature at Geneva on 24 May 1983, as amended by the Amending Protocol attached to Council Resolution EUM/C/Res. XXXVI, which entered into force on 19 November 2000 (hereinafter referred to as the "Convention");

WISHING to define the privileges and immunities in accordance with Article 13 of the Convention;

AFFIRMING that the purpose of the privileges and immunities set forth in this Protocol is to ensure the efficient performance of the official activities of EUMETSAT;

HAVE AGREED as follows:

ARTICLE 1

USE OF TERMS

For the purposes of this Protocol:

- a) "Member State" means a State party to the Convention;
- b) "archives" means all records, including correspondence, documents, manuscripts, photographs, films, optical and magnetic recordings, data recordings and computer programmes, belonging to or held by EUMETSAT;
- c) "official activities" of EUMETSAT means all activities carried out by EUMETSAT in pursuance of its objectives as defined in Article 2 of the Convention and includes its administrative activities;
- d) "property" means anything that may be subject to a right of ownership as well as contractual rights;
- e) "representatives" of Member States means representatives and their advisers;
- f) "staff members" means the Director-General and all persons employed by EUMETSAT, holding permanent appointments and who are subject to its Staff Rules;
- g) "expert" means a person other than a staff member appointed to carry out a specific task on behalf of EUMETSAT and at its expense.

ARTICLE 2

LEGAL PERSONALITY

EUMETSAT shall have legal personality in accordance with Article 1 of the Convention. It shall in particular have the capacity to contract, to acquire and dispose of movable and immovable property, and to be a party to legal proceedings.

ARTICLE 3

INVIOABILITY OF ARCHIVES

The archives of EUMETSAT shall be inviolable.

ARTICLE 4

IMMUNITY FROM JURISDICTION AND EXECUTION

1. Within the scope of its official activities, EUMETSAT shall have immunity from jurisdiction and execution, except:
 - a) in so far as, by decision of the Council, it has expressly waived such immunity in a particular case; the Council has the duty to waive this immunity in all cases where reliance upon it would impede the course of justice and it can be waived without prejudicing the interests of EUMETSAT;
 - b) in respect of a civil action by a third party for damage arising from an accident caused by a vehicle or other means of transport belonging to or operated on behalf of EUMETSAT or in respect of a traffic offence involving such means of transport;
 - c) in respect of the execution of an arbitration award made under Article 21, 22 or 23 of this Protocol or Article 15 of the Convention;
 - d) in the event of the attachment, pursuant to a decision by the administrative or judicial authorities, of the salaries and emoluments, including pension rights, owed by EUMETSAT to a staff member or a former staff member;
 - e) in respect of a counterclaim directly connected with judicial proceedings initiated by EUMETSAT;
 - f) in respect of any commercial activity in which EUMETSAT might engage.
2. The property of EUMETSAT, wherever located, shall be immune:
 - a) from any form or requisition, confiscation or expropriation;
 - b) from any form of sequestration and administrative or provisional judicial constraint, except in the cases provided for in the preceding paragraph.

ARTICLE 5

FISCAL AND CUSTOM PROVISIONS

1. Within the scope of its official activities, EUMETSAT, its property and income shall be exempt from direct taxes.
2. When purchases or services of substantial value and necessary for the exercise of the official activities of EUMETSAT are made or used by EUMETSAT and when the price of such purchases and services includes taxes or duties, the Member State that has levied the taxes or duties shall take appropriate measures to grant exemption from such taxes or duties or to provide for their reimbursement, if they are identifiable.

3. Goods imported or exported by EUMETSAT and necessary for the exercise of its official activities shall be exempt from all import and export duties and taxes and from all import or export prohibitions and restrictions.
4. The provisions of this Article shall not apply to taxes or duties which are no more than charges for public utility services.
5. Goods acquired or imported and exempted under this Article shall not be sold, hired out, lent or given away against payment or free of charge, except in accordance with conditions laid down by the Member States which have granted exemptions or reimbursements.

ARTICLE 6

FUNDS, CURRENCY AND SECURITIES

EUMETSAT may receive and hold any kind of funds, currency, cash and securities. It may dispose of them freely for any of its official activities and hold accounts in any currency to the extent required to meet its obligations.

ARTICLE 7

COMMUNICATION

1. For its official communications and the transfer of all its documents, EUMETSAT shall enjoy treatment no less favourable than that accorded by each Member State to other comparable international organisations.
2. With regard to the transmission of data within the scope of its official activities, EUMETSAT shall enjoy in the territory of each Member State treatment as favourable as that accorded by that State to its National Meteorological Service, taking into account the international obligations of that State in respect of telecommunications.

ARTICLE 8

PUBLICATIONS

The circulation of publications and other information material sent by or to EUMETSAT shall not be restricted in any way.

ARTICLE 9

REPRESENTATIVES

1. Representatives of Member States shall, while exercising their official functions and in the course of their journeys to and from the place of meeting, enjoy the following privileges and immunities:
 - a) immunity from arrest and detention, and from seizure of their personal luggage, except in the case of a grave crime or when found committing, attempting to commit or just having committed an offence;
 - b) immunity from jurisdiction, even after the termination of their mission, in respect of acts, including words spoken and written, done by them in the exercise of their functions; this immunity shall not apply, however, in the case of a traffic offence committed by a representative of a Member State, nor in the case of damage caused by a vehicle or other means of transport belonging to or driven by him;
 - c) inviolability for all their official papers and documents;
 - d) exemption from all measures restricting immigration and from aliens' registration formalities;
 - e) the same treatment in the matter of currency and exchange regulations as is accorded to the representatives of foreign governments on temporary official missions;
 - f) the same treatment in the matter of customs as regards their personal luggage as is accorded to the representatives of foreign governments on temporary official missions.
2. Privileges and immunities are accorded to representatives of Member States not for their personal advantage but in order to ensure complete independence in the exercise of their functions in connection with EUMETSAT. Consequently, a Member State has the duty to waive the immunity of a representative wherever retaining it would impede the course of justice and it can be waived without prejudicing the purposes for which it was accorded.
3. No Member State shall be obliged to accord privileges and immunities to its own representatives.

ARTICLE 10

STAFF MEMBERS

The staff members of EUMETSAT shall enjoy the following privileges and immunities:

- a) immunities from jurisdiction, even after they have left the service of EUMETSAT, in respect of acts, including words written and spoken, done by them in the exercise of their function; this immunity shall not apply, however, in the case of a traffic offence committed by a staff member, nor in the case of damage by a vehicle or other means of transport belonging to or driven by him;
- b) exemption from all obligations in respect of national service, including military service;
- c) inviolability for all their official papers and documents;
- d) together with members of their families forming part of their households, exemption from all measures restricting immigration and from aliens' registration formalities;
- e) together with members of their families forming part of their households, the same facilities as to repatriation, in time of international crisis as are normally accorded to staff members of international organisations;
- f) the same treatment in respect of currency and exchange regulations as is normally accorded to staff members of international organisations;
- g) exemption from all national income tax on their salaries and emoluments paid to them by EUMETSAT, excluding pensions and other similar benefits paid by EUMETSAT, from the date upon which staff members have begun to be liable for a tax on their salaries by EUMETSAT for the latter's benefit. The Member States reserve the right to take those salaries and emoluments into account when assessing the amount of tax to be applied to income from other sources;
- h) the right to import free of custom duties and other import charges their furniture and personal effects, including a motor vehicle, at the time of taking up their post in the territory of a Member State, and the right to export them free of duty upon termination of their functions, subject to the conditions laid down by the laws and regulations of the Member State concerned. Goods imported and exempted under this paragraph shall not be sold, hired out, lent or given away against payment or free of charge, except in accordance with the conditions laid down by the Member States which have granted the exemptions.

ARTICLE 11

DIRECTOR-GENERAL

In addition to the privileges and immunities provided for staff members under Article 10, the Director-General shall enjoy:

- a) immunity from arrest and detention, except when found committing, attempting to commit or just having committed an offence;
- b) immunity from civil and administrative jurisdiction and execution enjoyed by diplomatic agents, except in the case of damage caused by a vehicle or other means of transport belonging to or driven by him;
- c) full immunity from criminal jurisdiction, except in the case of a traffic offence caused by a vehicle or other means of transport belonging to, or driven by him, subject to sub-paragraph a) above.
- d) the same customs facilities as regards his personal luggage as are accorded to diplomatic agents.

ARTICLE 12

SOCIAL SECURITY

Provided that the staff members are covered by a social security scheme of EUMETSAT providing adequate benefits, EUMETSAT, and its staff members shall be exempt from all compulsory contributions to national social security schemes, subject to agreements to be concluded with Member States concerned in accordance with Article 19 or equivalent measures taken by the Member States or other relevant provisions in force in the Member States.

ARTICLE 13

EXPERTS

Experts other than staff members shall enjoy the following privileges and immunities while performing their duties for EUMETSAT or carrying out missions on its behalf:

- a) immunity from jurisdiction, even after the termination of their mission, in respect of acts, including words spoken and written, done by them in the exercise of their functions; this immunity shall not apply, however, in the case of a traffic offence committed by an expert, nor in the case of damage caused by a vehicle or other means of transport belonging to or driven by him;
- b) inviolability for all their official papers and documents;

- c) exemption from all measures restricting immigration and from aliens' registration formalities;
- d) the same treatment in the matter of currency and exchange regulations as is accorded to the representatives of foreign governments on temporary official missions.

ARTICLE 14

WAIVER

1. The privileges and immunities provided for in this Protocol are not granted to staff members and experts for their personal advantage. They are provided solely to ensure, in all circumstances, the unimpeded functioning of EUMETSAT and the complete independence of the persons to whom they are accorded.
2. The Director-General has the duty to waive the immunity of a staff member or an expert in all cases wherever retaining it would impede the course of justice and it can be waived without prejudicing the interests of EUMETSAT. In the case of the Director-General, the Council is competent to waive such immunity.

ARTICLE 15

NOTIFICATION OF STAFF MEMBERS AND EXPERTS

The Director-General of EUMETSAT shall at least once every year notify the Member States of the names and nationalities of the staff members and experts.

ARTICLE 16

ENTRY, STAY AND DEPARTURE

Member States shall take all appropriate measures to facilitate the entry into, stay in, or departure from their territories of representatives of Member States, staff members and experts.

ARTICLE 17

SECURITY

The provisions of this Protocol shall not prejudice the right of each Member State to take all precautionary measures necessary in the interests of its security.

ARTICLE 18

COOPERATION WITH MEMBER STATES

EUMETSAT shall co-operate at all times with the competent authorities of Member States in order to facilitate the proper administration of justice, to ensure the observance of the laws and regulations, and to prevent any abuse of the privileges, immunities and facilities provided for in this Protocol.

ARTICLE 19

COMPLEMENTARY AGREEMENTS

EUMETSAT may conclude with one or more Member States complementary agreements to give effect to the provisions of this Protocol as regards such State or States, and other arrangements to ensure the efficient functioning of EUMETSAT.

ARTICLE 20

PRIVILEGES AND IMMUNITIES FOR NATIONALS AND PERMANENT RESIDENTS

No Member State shall be obliged to accord the privileges and immunities referred to in Articles 9, 10 b), d), e), f) and h), 11 and 13 c) and d) to its own nationals or permanent residents.

ARTICLE 21

ARBITRATION CLAUSE IN WRITTEN CONTRACTS

When concluding written contracts, other than those concluded in accordance with the Staff Regulations, EUMETSAT shall provide for arbitration. The arbitration clause or the special arbitration agreement concluded to this end shall specify the law and procedure applicable, the composition of the tribunal, the procedure for the appointment of the arbitrators and the seat of the tribunal. The execution of the arbitration award shall be governed by the rules in force in the State on whose territory the award is to be executed.

ARTICLE 22

SETTLEMENT OF DISPUTES CONCERNING DAMAGE, NON-CONTRACTUAL RESPONSIBILITY OR STAFF MEMBERS AND EXPERTS

Any Member State may submit to arbitration in accordance with the procedure provided for in Article 15 of the Convention any dispute

- a) arising out of damage caused by EUMETSAT;
- b) involving any other non-contractual responsibility of EUMETSAT;
- c) involving a staff member or an expert and in which the person concerned can claim immunity from jurisdiction, if this immunity is not waived.

ARTICLE 23

SETTLEMENT OF DISPUTES CONCERNING THE INTERPRETATION OR APPLICATION OF THIS PROTOCOL

Any dispute between EUMETSAT and a Member State or between two or more Member States concerning the interpretation or application of this Protocol which is not settled by negotiations or through the Council shall, at the request of any party to the dispute, be submitted to arbitration in accordance with the procedure provided for in Article 15 of the Convention.

ARTICLE 24

ENTRY INTO FORCE, DURATION AND TERMINATION

1. This Protocol shall be open for signature or accession by the States parties to the Convention.
2. The said States shall become parties to this Protocol:
 - either by signature that is not subject to ratification, acceptance or approval;
 - or by the deposit of an instrument of ratification, acceptance or approval with the Government of the Swiss Confederation, which shall be the depositary, if the Protocol has been signed subject to ratification, acceptance or approval;
 - alternatively, by the deposit of an instrument of accession.

The Swiss Government shall notify all States that have signed or acceded to the Convention and the Director-General of EUMETSAT of the signatures, of the deposit of any instrument of ratification, acceptance, approval or accession, the entry into force of this Protocol, any denunciation of this Protocol, and of its expiry. Upon the entry into force of this Protocol, the depositary shall register it with the Secretary General of the United Nations in accordance with Article 102 of the Charter of the United Nations.

3. This Protocol shall enter into force thirty days after its signature by six States without their signatures being subject to ratification, acceptance or approval, or thirty days after the date of deposit of their instruments of ratification, acceptance, approval or accession.
4. Once this Protocol has entered into force, it shall take effect vis-à-vis the States that have signed it without their signatures being subject to ratification, acceptance or approval, or which have deposited their instruments of ratification, acceptance, approval or accession, thirty days after the date of signature or of deposit of the relevant instrument.
5. This Protocol shall remain in force until the expiry of the Convention.
6. Any denunciation of the Convention by a Member State in accordance with Article 19 of the Convention shall automatically imply denunciation by that State of this Protocol.

HEADQUARTERS AGREEMENT
BETWEEN THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY
AND THE EUROPEAN ORGANISATION
FOR THE EXPLOITATION OF METEOROLOGICAL SATELLITES
(EUMETSAT)

originally established on 7 June 1989,
and in force in its amended form since 12 October 2003,
with the Annex as amended on 3 February 2004

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PREAMBLE

The Government of the Federal Republic of Germany
and
the European Organisation for the Exploitation of Meteorological Satellites -

having regard to the Convention of 24 May 1983 on the Establishment of a European Organisation for the Exploitation of Meteorological Satellites (EUMETSAT),

having regard to Article 19 of the Protocol of 1 December 1986 on the Privileges and Immunities of the European Organisation for the Exploitation of Meteorological Satellites (EUMETSAT),

in consideration of the Organisation, in accordance with the decision of the Council of 19 June 1986, having its Headquarters in Darmstadt -

have agreed as follows:

ARTICLE 1

DEFINITIONS

In this Agreement:

- a) "Convention" means the Convention of 24 May 1983 on the Establishment of a European Organisation for the Exploitation of Meteorological Satellites (EUMETSAT) as amended by the the Amending Protocol, attached to Council Resolution EUM/C/Res. XXXVI of 4-5 June 1991, which entered into force on 19 November 2000;
- b) "Protocol" means the Protocol of 1 December 1986 on the Privileges and Immunities of the European Organisation for the Exploitation of Meteorological Satellites (EUMETSAT);
- c) "Government" means the Government of the Federal Republic of Germany;
- d) "EUMETSAT" means the European Organisation for the Exploitation of Meteorological Satellites;
- e) "German nationals" means persons who are Germans in terms of the definition set forth in the Basic Law of the Federal Republic of Germany;
- f) "Official activities" means all activities carried out by EUMETSAT in pursuance of its objectives as defined in Article 2 of the Convention, including its administration activities.

ARTICLE 2

HEADQUARTERS

EUMETSAT has its Headquarters in Darmstadt.

ARTICLE 3

INVIOABILITY OF PREMISES

- 1** The premises of EUMETSAT shall be inviolable.
- 2** The premises shall be the building and parts of the building occupied by EUMETSAT for the performance of its official activities.
- 3** The situation of the premises is shown in the plan attached to this Agreement. This plan may be modified by mutual agreement between the Government and EUMETSAT.
- 4** The authorities of the Federal Republic of Germany may enter the premises only with the consent of the Director-General of EUMETSAT. In case of fire or any other disaster requiring prompt protective measures, such consent shall be assumed.
- 5** This Article shall not preclude service of legal process.

ARTICLE 4

LIABILITY FOR DAMAGE

- 1** In accordance with German national law and in accordance with Article 9 of the Convention, EUMETSAT shall be liable for any violations of law and any damage or injury arising from its activities in the Federal Republic of Germany.
- 2** In accordance with German national law, EUMETSAT shall be liable for all risks - also towards the proprietor - in respect of the premises mentioned in Article 3, which are normally borne by the proprietor. EUMETSAT shall hold the proprietor free from any claims for compensation or damages arising from damage incurred by third parties.

ARTICLE 5

LIABILITY INSURANCE

- 1 EUMETSAT shall carry insurance sufficient to cover its liability under Article 4. Such insurance contract shall be concluded with an insurance company licensed under German law.
- 2 The terms of the insurance contract shall be determined after consultation with the Government.
- 3 The insurance contract shall provide that any person who is not EUMETSAT staff member and who suffers damage or injury, for which EUMETSAT is liable, shall be entitled to claim damages directly from the insurer.

ARTICLE 6

EXEMPTION FROM TAX

- 1 For the purpose of Article 5, paragraph 1, of the Protocol, "direct taxes" shall embrace all taxes levied directly by the Federal Government, by a "Land" or any other "Gebietskörperschaft" (regional or local authority). In particular, "direct taxes" shall include:
 - a) "Einkommensteuer" ("Körperschaftsteuer") (income tax/corporation tax),
 - b) "Gewerbesteuer" (trade tax),
 - c) "Vermögensteuer" (property tax),
 - d) "Grundsteuer" (land tax).
- 2 On the basis of Article 5 of the Protocol, EUMETSAT shall also be exempt from "Grunderwerbsteuer" (land transfer duty).
- 3 Vehicles registered in the name of EUMETSAT shall be exempt from "Kraftfahrzeugsteuer" (motor vehicle tax) on application.

ARTICLE 7

REFUND OF TAXES

- 1** Pursuant to Article 5, paragraph 2, of the Protocol, the Federal Finance Office shall, upon request, refund to EUMETSAT out of revenue from turnover tax, turnover tax separately invoiced to EUMETSAT by other entrepreneurs in respect of supplies of goods and services performed by them, if such transactions are intended exclusively for the official activities of EUMETSAT. Such refund shall be made only if the amount of tax due for such transactions exceeds 26 euro in each individual case and has been paid by EUMETSAT to the entrepreneurs. If the amount of tax refunded is subsequently reduced, EUMETSAT shall notify the Federal Finance Office and repay the amount of the reduction.
- 2** Pursuant to Article 5, paragraph 2, of the Protocol, the Federal Finance Office shall also, at the request of EUMETSAT, refund mineral oil tax included in prices, on petrol, diesel fuel and heating oil, if the amount of tax due exceeds 26 euro in each individual case.

ARTICLE 8

GOODS AND SERVICES TRANSACTIONS

- 1** If an article purchased or imported by EUMETSAT for the exercise of its official activities in respect of which exemption from turnover tax or import turnover tax has been granted pursuant to Article 5, paragraph 2 or 3 of the Protocol, is disposed of, hired out or transferred either in return for payment or free of charge, the amount of the turnover tax or import turnover tax corresponding to the selling price or, in the case of disposal or transfer free of charge, the amount of such tax corresponding to the current value of the article, shall be paid to the Federal Finance Office. For the sake of simplicity, the amount of tax payable may be determined by applying the taxation rate applicable at the time of disposal or transfer of the article.
- 2** Goods imported duty free by EUMETSAT under the conditions laid down in Article 5 of the Protocol may not be disposed of, hired out or transferred whether in return for payment or free of charge unless the appropriate customs authority has been notified beforehand and the relevant duties have been paid. The duties payable shall be calculated on the basis of the current value of the goods.
- 3** Should EUMETSAT engage in transactions over and above the activities as defined in paragraph 1 in return for payment, then these transactions shall be subject to German turnover tax only in so far as they are performed within the scope of a business of a commercial nature (Betrieb gewerblicher Art).

ARTICLE 9

WORK PERMIT, RESIDENCE PERMIT, COMPULSORY REGISTRATION

Staff members of EUMETSAT and experts exercising their functions in the Federal Republic of Germany,

- a) shall not require a work permit;
- b) shall not require a residence permit and shall not be subject to the provisions governing aliens' registration provided that they hold the personal card referred to in Article 10; the same shall apply to members of their family forming part of their household.

ARTICLE 10

NOTIFICATION OF APPOINTMENTS, PERSONAL CARDS

- 1** EUMETSAT shall inform the Government when a staff member or expert takes up or relinquishes his duties. Furthermore, it shall at least once every year send the Government a list of all staff members and family members forming part of their household as well as all experts of EUMETSAT. It shall in each case indicate whether or not the person concerned is a German national.
- 2** The Government shall issue to the staff members of EUMETSAT and to family members forming part of their household a personal card bearing the surname, first name, date and place of birth, nationality and passport number or identity card number. The personal card shall bear the photograph and signature of the holder. This card shall not serve as proof of identity. When the person concerned relinquishes his duties, EUMETSAT shall return this card to the Government.

ARTICLE 11

**GERMAN NATIONALS AND PERMANENT RESIDENTS OF
THE FEDERAL REPUBLIC OF GERMANY**

German nationals and permanent residents of the Federal Republic of Germany shall not enjoy the privileges and immunities set forth in Articles 9, 10 items b, d, e, f and h, in 11 and 13 items c and d of the Protocol.

ARTICLE 12

FLAG AND EMBLEM

EUMETSAT shall be entitled to display its flag and emblem on its premises and vehicles used for its official activities.

ARTICLE 13

SETTLEMENT OF DISPUTES

Any dispute arising in connection with the interpretation or application of this Agreement which cannot be settled directly between the Parties may be submitted by either Party to an arbitration tribunal. Article 15 of the Convention shall apply.

ARTICLE 14

MODIFICATIONS

At the request of either Party to the Agreement, consultations shall take place on the implementation or modification of this Agreement.

ARTICLE 15

ENTRY INTO FORCE AND DURATION

This Agreement shall enter into force one month after the date on which the Director-General of EUMETSAT receives notification by the Government of the Federal Republic of Germany that the national requirements for the entry into force of this Agreement have been fulfilled. With the entry into force of this Agreement, the Headquarters Agreement between the Government of the Federal Republic of Germany and the European Organisation for the Exploitation of Meteorological Satellites (EUMETSAT) of 7 June 1989 shall expire.

The present Headquarters Agreement shall apply for as long as the Convention and the Protocol remain in force in the Federal Republic of Germany.

Done at Darmstadt

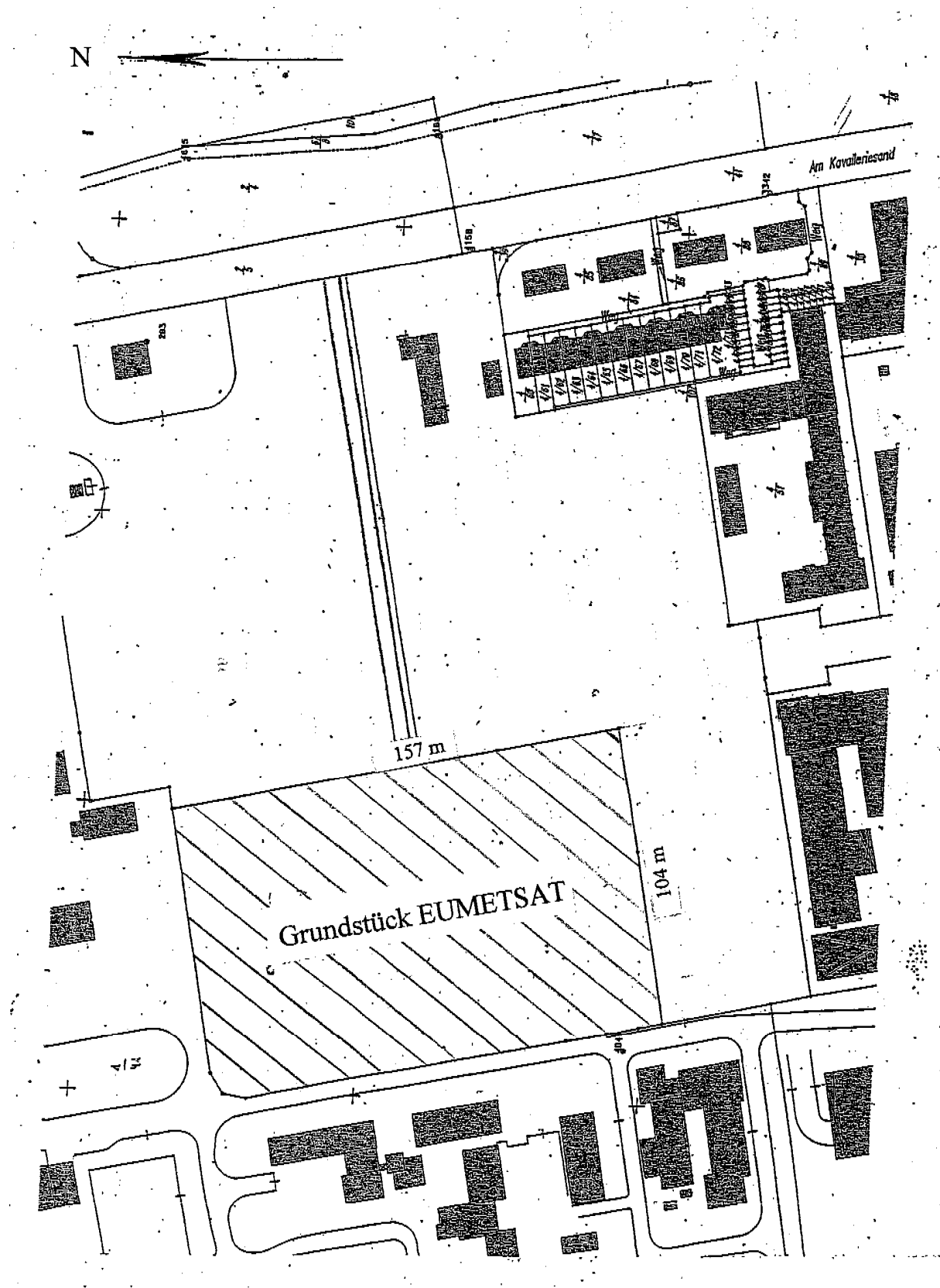
on the 18 June 2002

in duplicate in the German, English and French languages, all three texts being equally authentic.

For the Government of the Federal Republic of Germany

For the European Organisation for the Exploitation of Meteorological Satellites

Annex to Article 3 (3)
of the Headquarters Agreement between
the Government of the Federal Republic of Germany and
the European Organisation for the Exploitation of Meteorological Satellites
(EUMETSAT)



**RULES OF PROCEDURE
OF THE COUNCIL OF THE
EUROPEAN ORGANISATION FOR THE EXPLOITATION
OF METEOROLOGICAL SATELLITES
EUMETSAT**

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RULE 1

COMPOSITION

- 1 The Council shall be composed of not more than two representatives of each Member State, one of whom should be a delegate of his country's National Meteorological Service. The representatives may be assisted by advisors during meetings of the Council.
- 2 Changes in the names of the representatives and advisers of a delegation shall be submitted to the Director-General by each Member State not later than one week before a meeting of the Council.

RULE 2

CHAIRMANSHIP

- 1 The Council shall elect from among its members a Chairperson and a Vice-Chairperson who shall hold office for two years and may be re-elected not more than once. The terms of office of the Chairperson and of his Vice-Chairperson shall begin on 1 September following the election, unless Council decides otherwise.
- 2 Whenever the Chairperson is unable to preside, the Vice-Chairperson shall preside and shall have the same powers as the Chairperson.
- 3 The provisions of paragraph 2 of this Rule shall also apply in the event of resignation or death of the Chairperson. In such a case, the Vice-Chairperson shall act as Chairperson until the end of the term of office of the original Chairperson, unless the Council decides to appoint a new Chairperson.
- 4 At each meeting, at the start of which neither the Chairperson nor the Vice-Chairperson is available the Director-General shall act as temporary Chairperson until an Acting Chairperson is elected. The Acting Chairperson shall hold office for the duration of that meeting only.
- 5 The Chairperson and Vice-Chairperson shall be elected unanimously, if possible. Otherwise, they shall be elected in a secret ballot, by a simple majority of the Member States present and voting, each Member State having one vote.

RULE 3

MEETINGS

- 1 The Council shall meet at EUMETSAT Headquarters unless it decides otherwise.
- 2 The Council shall meet in an ordinary meeting at least once a year. The Council shall at each meeting determine the date of its next meeting. When necessary, the Chairperson may, after consulting the Director-General, alter the date fixed for a meeting after notification of at least one month.
- 3 The Council may meet in an extraordinary meeting at the request of either the Chairperson or one-third of the Member States. The request shall state the agenda items proposed for discussion. The meeting shall be convened at one month's notice as soon as practicable, but not later than 3 months after notification of the request to the Director-General.
- 4 Meetings of the Council shall not be held in public unless the Council decided otherwise.
- 5 To deal with items not considered appropriate for discussion in the presence of Observers, the Council shall meet in "confidential" sessions. The Director-General shall determine, in consultation with the Chairperson, those items which he deems to be "confidential".
- 6 To deal with matters of particular confidentiality, the Council shall meet in "in camera" session. Attendance at "in camera" sessions shall be restricted to Heads of Delegation and the Director-General. The Director-General shall determine, in consultation with the Chairperson, those items to be dealt with in the "in camera" sessions.
- 7 Notices convening ordinary meetings shall be sent by the Director-General to all Member States at least 2 months before the scheduled date of the meeting.

RULE 4

FUNCTIONS OF THE DIRECTOR-GENERAL

- 1 The Director-General shall be Secretary of the Council; he may designate a member of the staff of EUMETSAT to exercise this function in his stead.
- 2 The Director-General and the staff members of EUMETSAT designated by him shall attend the meetings of the Council unless the Council decides otherwise. The Director-General, or a staff member designated by him as his representative, may submit to the Council orally or in writing, statements on any matter before it.
- 3 The Director-General shall provide the necessary secretarial support for the Council. He shall, in particular, prepare the meetings of the Council and provide the meetings of possible subsidiary bodies and working groups of the Council with the necessary technical and administrative assistance.

RULE 5

AGENDA

- 1 After consultation with the Chairperson, the Director-General shall prepare a draft agenda which shall be distributed to Member States together with the notice convening the meeting.
- 2 The draft agenda shall comprise, in particular, matters which at a previous meeting the Council has decided to include, any matter whose insertion a delegation may have requested, either during a previous meeting or in a letter addressed to the Director-General not later than two months before the meeting, matters proposed by subsidiary bodies of the Council and matters which the Director-General may deem necessary to submit to the Council.
- 3 Documents concerning matters on the draft agenda must be circulated to Member States no later than three weeks before each meeting. Documents related to items declared to be "Confidential" shall not, as a general rule, be distributed to Observers unless they exceptionally attend discussion on the item in line with Rule 14, paragraph 1 of these Rules.
- 4 The draft agenda shall be discussed and adopted by the Council, after any necessary modifications, immediately after the opening of the meeting. Other items may be added to the draft agenda if the majority of the delegations agrees.

RULE 6

FUNCTIONS OF THE CHAIRPERSON AND CONDUCT OF BUSINESS

- 1 The Chairperson shall, subject to the provision of these Rules, conduct the discussions of the Council. He shall in particular declare the opening and closing of each meeting, direct the discussions and, if necessary, sum them up, ensure observance of these Rules, accord or withdraw the right to speak, decide points of order, put proposals to the vote and announce decisions. He may propose adjournment or closure of the debates or adjournment or suspension of a meeting. He shall ascertain before each vote that a quorum is present.
- 2 The Chairperson shall not have the capacity of a representative of a Member State.
- 3 No one shall take the floor in the Council without first having obtained the Chairperson's authorisation. Subject to the provisions of Rule 7, the Chairperson shall call upon the speakers in the order in which they have asked to speak.

The Chairperson may close the list of speakers or limit the time given to each speaker or the number of speeches by each representative on a given question.

The Chairperson may call to order a speaker whose remarks have no bearing on the subject at issue.

RULE 7

PROCEDURAL MOTIONS

- 1 During the meeting, any delegation may move a point of order. The Chairperson shall give an immediate ruling on this motion. Any delegation may appeal against the Chairperson's ruling, in which case the appeal shall be debated and put to the vote. Unless the appeal is upheld by a majority of delegations present and voting, the Chairperson's ruling shall stand. Delegations speaking on a point of order may not deal with the substance of the point at issue.
- 2 Priority over all other propositions or motions shall be given, in the following order, to motions for:
 - suspending the sitting,
 - closing the sitting,
 - adjourning the question under discussion,
 - closure of the debate on the question under discussion.

RULE 8

VOTING

- 1 The Council shall vote under the conditions provided for in Article 5 of the Convention.
- 2 Delegations shall normally vote by a show of hands, except that any delegation may request a roll-call, which shall then be taken in the English alphabetical order of the names of the Member States, beginning with the delegation that requested the roll-call. In order to determine unanimity or the majorities stipulated, account shall not be taken of a Member State not having the right to vote. The vote or abstention of each Member State shall be recorded in the minutes.

Member States shall endeavour to send their own representatives to meetings of Council in accordance with Rule 1 of these Rules of Procedure. If, however, for exceptional reasons, any Member State cannot send its own representatives to a meeting of Council, it may give to the delegation of another Member State the power to vote in its name, provided that each delegation may vote by proxy for one other Member State only. Such power to vote shall be granted in a document signed by the Head of the Delegation and submitted to the Director-General. In the absence of proxy nominations, and for the purposes of achieving unanimity, the Chairperson may invite a Member State who was not represented at a Council meeting to express in writing its vote or abstention within a period decided by the Chairperson.

- 3 Upon demand of at least two delegations present at the meeting, voting shall be by secret ballot. Voting by secret ballot shall take precedence over vote by roll-call if both have been requested. In all votings by secret ballot, two tellers shall be appointed from among the delegates to count the votes, assisted by a representative of the Secretariat.

The number of votes for and against and the number of abstentions shall be included in the minutes.

Delegations not able to vote for or against a motion may vote in favour of a motion 'ad referendum' until the approval of their national authorities has been obtained. In such cases, Council may define, in consultation with the Director-General, a deadline by which an ad referendum vote shall be completed. The ad referendum vote shall not be taken into account until it has become final.

- 4 A vote by correspondence as provided for by Article 5, paragraph 5 of the Convention, may be called by the Chairperson at the request of a Member State or the Director-General of EUMETSAT with regard to Council decisions which can not await the next Council meeting.

Voting by correspondence shall be conducted by the Director-General. Any proposal submitted to a vote by correspondence shall be arranged so that independent questions are voted separately.

Votes by correspondence must be received by the Director-General within 30 days of the date on which the invitation to vote was sent to the Member States. Votes received after this date shall be considered invalid.

The quorum for voting by correspondence shall be the same as that required for a meeting of the Council. If the number of replies received by the Director-General during the 30 days' period specified above does not reach the required quorum, the proposal shall be considered to be rejected. It may, however, be resubmitted at the next meeting of the Council.

Each Member State shall designate a person or governmental institution authorised to vote in a vote by correspondence. In the case of an individual, a deputy shall be designated. The names of these persons or governmental institutions shall be communicated to the Director-General.

A statement certifying the results of the voting by correspondence shall be established by the Director-General. The voting slips shall be retained by the Director-General until the end of the subsequent meeting of the Council, unless the Council at this meeting decides otherwise.

The results of a vote by correspondence shall be communicated to all Member States, in the form of the numbers of votes cast for and against and the number of abstentions. A list showing the votes of individual Member States shall be sent to all Member States.

Rules of Procedure

5. An accelerated vote by correspondence may be called by the Chairperson at the request of the Director-General of EUMETSAT with regard to unexpected issues requiring very urgent decisions by Council which can neither await the next Council meeting nor the results of a written procedure as foreseen in paragraph 4 of this Rule.

For such very urgent cases, the deadline for reception of the votes by correspondence (by telefax or other means) by the Director-General shall be 72 hours. Signed hard copy of the vote shall follow as soon as possible.

In addition, the votes by Delegations shall be deemed to be positive if no objection has been received in writing by the Director-General within the 72 hours indicated above.

The provisions of paragraph 4 of this Rule relating to the conduction of the vote by the Director-General, the designation of authorised representatives from Member States and the certification and communication of the results of the vote shall also apply to the voting procedure established in this paragraph 5.

RULE 9

PROPOSALS AND AMENDMENTS

- 1 Any proposal in its final form shall be put to the vote. It shall be submitted to the meeting in writing if a delegation so requests. In such a case the Chairperson shall not put the proposal to the meeting until delegates so desiring are in possession of the text of the proposal.
- 2 Whenever an amendment to a proposal is moved, the amendment shall be put to the vote first. If two or more amendments are moved, the Council shall vote first on the one which the Chairperson rules to be in substance farthest from the original proposal. Where adoption of one amendment necessarily implies rejection of another amendment, the latter shall not be put to the vote.
- 3 Any delegation may request that parts of an amendment be put to the vote separately. If this request meets with objection, the motion to split the amendment shall be put to the vote.
- 4 If a delegation so requests, the Council shall then vote on the final amended proposal.
- 5 Where two or more proposals are moved in respect of one and the same matter, these proposals shall, unless the Council decides otherwise, be put to the vote in the order in which they were moved. After each vote the Council may decide whether or not to vote on the next proposal.
- 6 Once a proposal has been accepted or rejected by the Council, it shall not be permissible to request re-examination during the same meeting, except with the consent of the same majority as was necessary for the original decision. After such a period, re-examination may be proposed by any Delegation, the Chairperson of the Council or by the Director-General.

RULE 10

LANGUAGES

- 1 Speeches in meetings of the Council may be made in the official languages, English or French, and shall be interpreted into the other language.
- 2 The provisions of paragraph 1 shall also apply to meetings of subsidiary bodies and working groups, except by the unanimous agreement of their members.
- 3 The provisions under paragraph 1 and 2 apply also for documents.

RULE 11

MINUTES

- 1 After each meeting of the Council the Director-General shall prepare a list of decisions and summary minutes giving the substance of the discussions and recording the conclusions reached.
- 2 The list of decisions shall be distributed within two weeks after the end of the meeting. The draft minutes shall be distributed within six weeks after the end of the meeting.
- 3 Proposals for amendments to the draft minutes shall be sent by delegations to the Director-General in writing within thirty days after the date of their communication. Any disagreement on the subject of these corrections will be settled by the Chairperson after consultation with the Member State concerned.
- 4 Those parts of the minutes to which no objection has been made within thirty days of their postal dispatch in the two official languages shall be held to be adopted. Where objections have been received, the relevant parts of the minutes shall be held to be adopted, in their amended form if appropriate, once the Chairperson has decided on the text. The text of any amendment shall be distributed to all Member States at the next meeting of Council.
- 5 Mistakes in the list of decisions may be corrected. The Director-General shall distribute the updated version of the list of decisions to all Member States.

RULE 12

PRESS RELEASES

The Council shall decide upon press releases concerning its proceedings and conclusions.

RULE 13

SUBSIDIARY BODIES AND WORKING GROUPS

- 1 The Council may establish subsidiary bodies and working groups as it deems necessary for the achievement of the objectives of EUMETSAT.
- 2 The establishment, composition and terms of reference of such bodies, and the cases in which they have powers of decision, shall be determined by the Council by majority of the Member States present and voting.
- 3 The Chairperson of a subsidiary body or working group who is not a delegate of the Council shall be invited to attend meetings of the Council and participate in its discussions without the right to vote when business relating to the work of his subsidiary body or working groups or to any documentation connected therewith, is before the Council.
- 4 The Council's Rules of Procedure shall apply mutatis mutandis to the subsidiary bodies and working groups established by the Council. The dates of notices for convening meetings and distribution of documents may be different from those for the Council.
- 5 If the Council does not elect the Chairperson and Vice-Chairperson of any subsidiary body and working group, the subsidiary body or working group shall do so.

RULE 14

OBSERVERS

- 1 The Council may invite, by unanimous decision, governments of non-Member States, international organisations, institutions of Member and non-Member States as well as individual experts to attend meetings of the Council or an individual item of a meeting.

In accordance with Rule 3, paragraph 5 of these Rules, attendance at discussions on confidential items shall not normally be open to Observers. Observers may request exceptions to this Rule on a case-by-case basis. Such exceptions shall be decided upon at an "in camera" session preceding a Council meeting. Observers shall be informed of the Council's decision.

- 2 Attendance at a meeting shall in no way convey the right to vote.

RULE 15

FINAL PROVISION

The present Rules of Procedure may be amended by a decision of the Council.

**TERMS OF REFERENCE
OF SUBSIDIARY BODIES OF THE COUNCIL**

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ADMINISTRATIVE AND FINANCE GROUP

TERMS OF REFERENCE

**Agreed at the 3rd Council meeting, as amended at the 32nd,
62nd and 78th Council meetings**

1 INTRODUCTION

The purpose of the Administrative and Finance Group (AFG) will be to make appropriate recommendations to the Council on administrative and financial aspects of EUMETSAT, to advise the Council on any relevant action needed and to exercise the financial powers delegated to it by the Council.

2 TERMS OF REFERENCE

2.1 Tasks

The AFG will in particular:

- examine and advise on the draft budgets, supplementary and amending budgets;
- consider and recommend to Council the carrying forward of commitment appropriations (Article 6.1 of the Financial Rules);
- authorise the transfer of appropriations (Article 9 of the Financial Rules);
- examine, and comment as appropriate, the Annual Accounts of the previous year and the External Auditor's Report, consider the comments of the Director-General, and recommend to the Council to give discharge to the Director-General of the implementation of the budgets;
- consider the annual internal audit plan and summary annual internal audit report by the Head of the internal audit function as well as the comments of the Director-General on said report;
- consider the Reports by the Financial Controller and the comments of the Director-General;
- examine and advise on procurement and contract proposals from the financial and legal point of view;
- recommend amendments to the Financial Rules, if necessary;
- examine and advise on personnel and legal matters;
- examine and advise on the conditions for accession of new Member States and Cooperating States;
- undertake other tasks as requested by the Council.

2.2 Composition

The AFG will be composed of representatives nominated by the Member States but not more than one from each, in principle. The representatives may be assisted by advisers at AFG meetings. For certain meetings of the AFG, it may invite specialists in the various fields of its tasks.

2.3 Rules of Procedure

The Chairperson of the AFG will report to the Council.

The AFG will meet in ordinary sessions at least once a year, or will meet when instructed by the Council or on the initiative of the AFG Chairperson. For dedicated subjects and upon instruction by the Council, ad hoc Working Groups may be set up.

SCIENTIFIC AND TECHNICAL GROUP

TERMS OF REFERENCE

Agreed at the 2nd Council meeting, as amended at the 36th and 60th Council meetings

1 INTRODUCTION

The purpose of the Scientific and Technical Group (STG) will be to make appropriate recommendations to the Council on all scientific and technical aspects of the approved and future programmes of EUMETSAT and to advise the Council on any relevant action needed.

2 TERMS OF REFERENCE

2.1 Tasks

The STG will in particular:

- analyse and advise on the scientific, technical and operational implications of any changes to the mission objectives or in the operational plan;
- ensure that the initial requirements of the Meteorological Services of Member States are taken into account and that new requirements are properly analysed from a programmatic point of view;
- coordinate relations with the users and recommend any action necessary to maintain adequate international coordination of programmes;
- keep under review the performance of the EUMETSAT satellite systems and the quality of the EUMETSAT data, products and services;
- suggest in the light of the above review, changes in the operational plans for EUMETSAT satellite systems and their related ground systems;
- review the budget proposals from a technical and scientific point of view;
- review procurement and contract proposals from a technical point of view;
- recommend and follow studies on future programmes and future requirements for services;
- undertake other tasks as requested by the Council.

2.2 Composition

The STG will be composed of representatives nominated by the Member States but not more than one from each, in principle. For certain meetings of the STG, it may invite specialists in the various fields of space technology and meteorological exploitation.

Terms of Reference

One representative of the Cooperating States chairing the EUMETSAT Advisory Committee of Cooperating States (EACCS) may attend STG meetings as an observer. In addition, ECMWF, ESA, NOAA, WMO and other institutions, as agreed by Council, may attend STG meetings as observers.

2.3 Rules of Procedure

The Chairperson of the STG will report to the Council.

The STG will meet in ordinary sessions at least once a year, or will meet when instructed by the Council or on the initiative of its Chairperson.

POLICY ADVISORY COMMITTEE

TERMS OF REFERENCE

**Agreed at the 7th Council meeting, as
amended at the 42nd, 43rd, 48th, 55th, 59th, 60th and 64th Council meetings**

1 INTRODUCTION

The purpose of the Policy Advisory Committee (PAC) will be to consider political and strategic matters of EUMETSAT arising principally from discussions of the EUMETSAT Strategy.

2 TERMS OF REFERENCE

2.1 Tasks

The PAC will in particular:

- consider matters affecting the EUMETSAT Strategy and its implementation,
- consider general policy aspects related to EUMETSAT activities.

2.2 Composition

The PAC will be composed of representatives nominated by the Member States but not more than one from each, in principle. The representatives may be assisted by advisers at PAC meetings.

2.3 Rules of Procedure

The PAC shall report to the EUMETSAT Council.

The PAC will meet in ordinary sessions at least once a year, or will meet when instructed by the Council or on the initiative of the PAC Chairperson. For dedicated subject matters and upon instruction by the Council, ad hoc Working Groups may be set up.

DATA POLICY GROUP

TERMS OF REFERENCE

Agreed at the 23rd Council meeting, as amended at the 62nd and 64th Council meetings

1 INTRODUCTION

The purpose of the Data Policy Group (DPG) will be to make appropriate recommendations to the Council on the implementation of the data policy and licensing aspects relating to the approved and future programmes of EUMETSAT and to advise the Council on any relevant action needed.

2 TERMS OF REFERENCE

2.1 Tasks

The DPG will in particular:

- formulate appropriate rules on distribution and charging regarding all EUMETSAT satellite data, products and services, taking into account the EUMETSAT Data Policy Principles and relevant developments in other international fora, and submit them for recommendation to Council;
- recommend to Council any other issues relevant to the implementation of the EUMETSAT Data Policy.

2.2 Composition

The DPG will be composed of representatives nominated by the Member States but not more than one from each, in principle.

Each Cooperating State may nominate one representative to attend DPG meetings as an observer.

2.3 Rules of Procedure

The Chairperson of the DPG will report to the Council.

The DPG will meet in ordinary sessions at least once a year, or will meet when instructed by the Council or on the initiative of its Chairperson.

STG OPERATIONS WORKING GROUP

TERMS OF REFERENCE

Agreed at the 32nd Council meeting, as amended at the 60th Council meeting

1 INTRODUCTION

The purpose of the STG Operations Working Group (STG OWG) will be to provide in general guidance to the STG on EUMETSAT's current and future operational activities. It will provide guidance on issues concerning the usage of the operational EUMETSAT space and ground systems. The guidance shall cover all operational EUMETSAT missions, i.e. Operation of the Satellites, Meteorological Products Service, Data Dissemination Services, Data Collection Service and User Services.

2 TERMS OF REFERENCE

2.1 Tasks

The STG OWG will in particular:

For the Operation of the Satellites

- identify and review the positions and repeat cycles of EUMETSAT's geostationary satellites taking into account the current and foreseeable status of EUMETSAT's space segment and of all other operational meteorological satellites, contractual constraints and user requirements;
- advise, as appropriate, from the users point of view on changes in the operation of instruments or the EUMETSAT geostationary and polar satellites, specifically in situation of malfunctions or degradations.

For the Meteorological Products Service

- review reports of the Central Facilities and the SAFs concerning the quality of all operational meteorological products and discuss their potential improvements;
- monitor the use of the operationally available data, products and services of the EUMETSAT Application Ground Segment and propose potential modifications as appropriate;
- review the definitions of specific meteorological products in the light of changing user requirements for advanced meteorological applications, and propose enhancements of the operational products;
- identify additional user requirements to complement the set of operational meteorological products.

Terms of Reference

For the Data Dissemination Services (EUMETCast and Direct Dissemination)

- agree to the content of the dissemination schedule(s);
- review the list of data and products to be disseminated via EUMETCast and Direct Dissemination;
- evaluate the use of the current products, evaluate proposed changes and introduction of new products when required. The STG OWG will also take due account of the international nature of the data distribution mission and its main objectives, which is the dissemination of EUMETSAT's data and products and selected third party data to the users as well as to support the availability of meteorological charts and messages in particular for WMO Region I (Africa) and II (Middle East). It will therefore seek advice from representatives of WMO Regional Associations expert groups, as appropriate.
- review the technical aspects such as the means of dissemination, practicability, availability and timeliness in the dissemination of the products, as well as data distribution backup strategies;

For the Data Collection Service

- consider issues relating to Data Collection Platform (DCP) channel allocation and management;
- consider modifications to DCP data distribution and availability;
- review DCP certification and specification issues.

For User Services

- advise on support and information activities required by users and report, as far as appropriate, on the quality of the provided user support services;
- monitor from a user's point of view the performance of the EUMETSAT Archive;
- advise on user training aspects as appropriate.

2.2 Composition

The STG OWG will be composed of representatives nominated by the Member States but not more than one from each. Additional experts may be invited by the Chairperson of the STG OWG to address specific items on the agenda.

It is recommended that the Chairperson or a designated member of the STG Science Working Group be a member of the STG OWG, in order to ensure appropriate coordination between the two working groups.

2.3 Rules of Procedure

The Chairperson of the STG OWG will report to the STG.

The STG OWG will meet when required, but at least once a year.

STG SCIENCE WORKING GROUP

TERMS OF REFERENCE

Agreed at the 32nd Council meeting, as amended at the 60th Council meeting

1 INTRODUCTION

The purpose of the STG Science Working Group (STG SWG) will be to provide general scientific guidance for and assessment of activities relevant to the definition and derivation of new products from the current EUMETSAT satellite systems and the definition and preparation of future EUMETSAT satellite missions. The STG SWG will also provide guidance and advice to the STG on all scientific issues related to earth observations from international satellite missions.

2 TERMS OF REFERENCE

2.1 Tasks

The STG SWG will in particular:

- provide a forum for discussion of evolving user requirements and related studies conducted by EUMETSAT and its Member States and support the formulation of new requirements,
- advise on the testing and verification associated with system commissioning, and when necessary, on the trade-off analysis between system performance and user requirements,
- assess the potential value, scientific foundation and operational requirements of new meteorological and climate products proposed to be derived from current operational EUMETSAT satellites and define priorities accordingly,
- provide scientific guidance for studies relevant to the definition of the proposed MSG and EPS products and the development of the corresponding methods, and stimulate additional research when appropriate,
- review EUMETSAT plans on the development of scientific applications, including the SAF plans, with respect to their overall consistency, and propose measures for harmonisation and consolidation,
- propose and review approaches and plans for the validation of innovative methods and prototype products, and assess the results of relevant studies and activities,
- review the work of research fellowships and analyse areas of future work,
- investigate the potential of operational satellite systems to contribute to climate monitoring,
- if requested by the STG, guide the establishment of mission requirements for other future instruments, systems or services and review these requirements.

2.2 Composition

The STG SWG will be composed of representatives nominated by the Member States but not more than one from each. Additional experts may be invited by the Chairperson of the STG SWG to address specific items on the agenda.

It is recommended that the Chairperson or a designated member of the STG Operations Working Group be a member of the STG SWG, in order to ensure appropriate coordination between the two working groups.

2.3 Rules of Procedure

The Chairperson of the STG SWG will report to the STG.

The STG SWG will meet when required, but at least once a year.

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THE ADVISORY COMMITTEE OF COOPERATING STATES

TERMS OF REFERENCE

Agreed by the 36th Council meeting on 25-27 November 1997

1 Definition

The EUMETSAT Advisory Committee of Cooperating States (EACCS) is a subsidiary body of the EUMETSAT Council open to the European non-Member States who have concluded with EUMETSAT a Cooperating State Agreement.

2 Role

The role of the EACCS is to :

Inform the Cooperating States on EUMETSAT activities and plans

Draw up, for submission to the Council, opinions and recommendations on EUMETSAT activities, plans and on any matter submitted to it by the Council

3 Composition

The EACCS will be composed of one representative, nominated by its National Meteorological Service, of each European non-Member State with whom EUMETSAT has concluded a Cooperating State agreement.

These representatives may be assisted at EACCS meetings by advisors.

The meetings of the EACCS shall be attended by at least one representative of the Secretariat nominated by the Director-General.

4 Coordination with Council and other subsidiary bodies

The EACCS shall report to the Council via its Chairperson.

When invited by the Council, the EACCS shall nominate among its members a representative who will attend meetings of other subsidiary bodies as an Observer.

5 Rules of procedure

The Council's Rules of Procedure shall apply mutatis mutandis to the EACCS in accordance with Rule 13.4 of the Council's Rule of Procedure.

EUMETSAT DATA POLICY

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INTRODUCTION

This Chapter presents the EUMETSAT Data Policy, describing the satellite data and products offered by EUMETSAT to users and establishing the principles and rules on access to these data and products.

The Data Policy is based on the EUMETSAT Principles on Data Policy as laid down in Council Resolution EUM/C/98/Res.IV and amended in Council Resolution EUM/C/57/05/Res. III. These Principles are generic and apply to all present and future EUMETSAT systems.

On the basis of these Principles, detailed rules have been established for:

- Meteosat Data and Products including IODC Data;
- Meteosat DCP Channels;
- SAF Deliverables;
- Operational SAF Deliverables;
- Metop Data and products;
- Jason-2 and Jason-3.

The Implementing Rules for Meteosat Data and Products, including various annexes, and the Data Policy for SAF Deliverables have been adopted in Council Resolutions. The content of those Resolutions is presented here for the convenience of users. However, a complete set of all Resolutions is also available on the EUMETSAT website. In order to avoid confusion, references to particular annexes of the Resolutions have been complemented by references to the relevant page number of this document.

The detailed rules for IODC Data, Operational SAF Deliverables and the Data Policy for Metop Data and Products were decided by Council on the basis of detailed documents and are not contained in Resolutions.

The EUMETSAT Data Policy and its various elements are also available on the EUMETSAT website at www.eumetsat.int.

EUMETSAT PRINCIPLES ON DATA POLICY

(as adopted in Resolution EUM/C/98/Res. IV at the 38th meeting of the EUMETSAT Council on 1-3 July 1998, as amended by Resolution EUM/C/57/05/Res. III)

The EUMETSAT Member States,

RECALLING the EUMETSAT Principles on Distribution and Charging as defined by the EUMETSAT Council in Resolution EUM/C/Res. VII, as amended by Resolutions EUM/C/Res. XXI and EUM/C/Res. XXVI,

RECALLING that EUMETSAT holds full ownership and all Intellectual Property and utilisation rights to the EUMETSAT meteorological satellites and their data,

RECALLING Resolutions EUM/C/94/Res. I, EUM/C/94/Res. IV, EUM/C/95/Res. V and EUM/C/96/Res. IV, as amended by Resolution EUM/C/97/Res. VIII, establishing Conditions of Access to Real Time EUMETSAT HRI Data Within and Outside the EUMETSAT Member States,

BEARING IN MIND that EUMETSAT's meteorological satellites represent an important contribution to the World Weather Watch of the World Meteorological Organization (WMO),

TAKING INTO ACCOUNT the WMO Policy and Practice for the Exchange of Meteorological and Related Data and Products including Guidelines on Relationships in Commercial Meteorological Activities, as laid down in WMO Resolution 40 (Cg-XII),

TAKING INTO ACCOUNT the long-standing close cooperation between EUMETSAT and the European Centre for Medium-Range Weather Forecasts (ECMWF),

RECOGNISING the increased interest in the commercial use of satellite data, products and services,

BEARING IN MIND the need to preserve the benefits of EUMETSAT membership,

RECOGNISING the need to consolidate the various elements of the EUMETSAT Data Policy as currently contained in the Resolutions listed above and in other decisions of the EUMETSAT Council,

WISHING to abolish such Council Resolutions and Council decisions and to introduce a comprehensive EUMETSAT Data Policy as contained in these Principles and the attached Implementing Rules,

AGREE THAT:

- I** The National Meteorological Services (“NMSs”) of the Member States will receive all EUMETSAT data, products and services for their Official Duty use at no cost except for the cost of decryption key units. Official Duty is defined as all activities which take place within the organisation of a NMS and external activities of a NMS resulting from legal, governmental or intergovernmental requirements relating to defence, civil aviation and the safety of life and property.
- II** The NMSs of the Member States shall act as Licensing Agents on behalf and for the account of EUMETSAT for the purpose of granting access to real-time data to users, receiving the data within their respective national territories. In doing so, the NMSs will apply the EUMETSAT fees and conditions, agreed by the EUMETSAT Council. The NMSs of Member States may delegate to EUMETSAT the granting of access to real-time data for users within their respective territories.
- III** Regarding their commercial activities, the NMSs of the Member States shall be treated in an equivalent way to Service Providers by EUMETSAT and its Exclusive Licensing Agents.
- IV** A set of data, products and services to be determined by Council will be available on a free and unrestricted basis as “Essential” data and products in accordance with WMO Resolution 40 (Cg-XII).
- V** A further set of data and products to be determined by Council will be made available to NMSs of non-Member States Without Charge for their Official Duty use.
- VI** A set of data, products and services to be determined by Council will be available Without Charge for Research Projects and Educational Use.
- VII** ECMWF will have access Without Charge to all data, products and services for its own use in support of its mission as defined in the ECMWF Convention.
- VIII** All other users may receive sets of data, products and services under conditions defined by Council. These conditions may involve the payment of fees. Council may waive such fees on a case by case basis for specific applications.
- IX** EUMETSAT is responsible for granting access to real-time data to international organisations, NMSs of non-Member States and to other users operating outside Member States. This access is given in accordance with the EUMETSAT fees and conditions agreed by Council.
- X** Furthermore EUMETSAT is responsible for granting access to the EUMETSAT Archived Data and Products, the telecommunication channels of EUMETSAT satellites, the derived products from the EUMETSAT ground segment and EUMETSAT developed software. This access is given in accordance with the EUMETSAT fees and conditions agreed by Council.

- XI** All efforts shall be undertaken to protect EUMETSAT's data, products and services against unauthorised use. Wherever necessary, methods of technical protection of data will be used by EUMETSAT and its Exclusive Licensing Agents.
- XII** The implementation of these Principles and the Catalogue of EUMETSAT data, products and services to which these Principles apply are laid down in implementing rules attached to these Principles as annexes (page 7 below). The annexes may be amended separately from the above Principles by Council.

IMPLEMENTING RULES FOR METEOSAT DATA AND PRODUCTS

(originally adopted as Annex I of Resolutions EUM/C/98/Res. IV and EUM/C/99/Res. VI and amended in Annex I of Resolution EUM/C/70/10/Res. III)

1 THE METEOSAT CATALOGUE

For the purpose of distribution, dissemination and commercial application, a list of data, products and services is contained in the Meteosat Catalogue attached hereto as Annex II.

2 DEFINITIONS

"Archived Data and Products": image data, older than 24 hours, generated by a Meteosat satellite, hardcopy image prints and other meteorological products stored and/or supplied by EUMETSAT's Archive and Retrieval Facility, as listed in the Meteosat Catalogue.

"Broadcasters": those users who disseminate an item from the Meteosat Catalogue or images based on Meteosat Data through electronic public information systems including, but not limited to, Internet, terrestrial and satellite transmissions.

"Educational Use"*: any use of an item from the Meteosat Catalogue by a school, university, scientific institute or similar (private or institutional), solely for educational purposes, without transmission or redistribution of these data, products and services to any further third party, or use of them to generate a Value Added Service.

"End Users"*: those users who use an item from the Meteosat Catalogue for their own commercial, industrial or personal purposes and do not pass on such item to any further user or use it to generate a Value Added Service.

"Essential Meteosat Data and Products": Meteosat Data and Products which are declared "Essential" in accordance with WMO Resolution 40 (Cg-XII), as agreed by Council.

"Exclusive Licensing Agent": a NMS of a Member State exclusively representing EUMETSAT within that State for the purpose of licensing Meteosat Data.

"Half-hourly Meteosat Data": those Meteosat Data referenced by EUMETSAT in time to each clock hour and 30 minutes after each clock hour (UTC).

"Hourly Meteosat Data": those Meteosat Data referenced by EUMETSAT in time to each clock hour (UTC).

"High Rate SEVIRI Data ": high rate image data from the SEVIRI instrument of a Meteosat Second Generation satellite, processed to level 1.5 by the EUMETSAT Ground Segment.

"HRI Data": high resolution image data generated by a Meteosat First Generation satellite.

"Low Rate SEVIRI Data ": low rate image data from the SEVIRI instrument of a Meteosat Second Generation satellite, processed to level 1.5 by the EUMETSAT Ground Segment.

"Member States": the States which are parties to the Convention for the Establishment of a European Organisation for the Exploitation of Meteorological Satellites.

* For the purposes of direct reception of Meteosat data, personal use by private individuals shall be treated under the definition of "Educational Use". In such cases the same conditions apply as for educational users.

"Meteosat Catalogue": the list of Meteosat Data and Products and Services attached hereto as Annex II.

"Meteosat Data": all HRI Data and High Rate/Low Rate SEVIRI Data generated by the Meteosat First and Second Generation satellites.

"Meteosat Derived Products": products generated by the EUMETSAT ground segment from Meteosat Data and transmitted to users within 24 hours, as listed in the Meteosat Catalogue.

"Meteosat Internet Service": Certain Meteosat Data and Meteosat Derived Products as defined in the Meteosat Catalogue, retransmitted by EUMETSAT via the Internet.

"National Territory": the national territory of a state, including its internal waters, its archipelagic waters, its territorial sea and its exclusive economic zone, as defined in the United Nations Convention on the Law of the Sea (UNCLOS) signed in Montego Bay on 10 December 1982 and having entered into force on 16 November 1994.

"NMS" (National Meteorological Service): service responsible at national level, in conformity with its legal status, for the gathering, classification and production of meteorological information in the national interest, and responsible at international level for participating in WMO programmes.

"Official Duty": all activities which take place within the organisation of a NMS and external activities of a NMS resulting from legal, governmental or intergovernmental requirements relating to defence, civil aviation and the safety of life and property.

"Quarter-hourly Meteosat Data": those Meteosat Data referenced by EUMETSAT in time to each clock hour and 15 minutes, 30 minutes and 45 minutes after each clock hour (UTC).

"Rapid Scanning Data": those Meteosat Data acquired by scanning of a certain geographical area within the footprint of a Meteosat satellite in more frequent time intervals than the nominal full disk repeat cycles. For the purposes of access conditions, Rapid Scanning Data shall be provided only in conjunction with the full set of Meteosat Data.

"Research Project": any project organised by a University, a scientific research institute or similar (private or institutional), for non-commercial research purposes only. A necessary condition for the recognition of non-commercial purposes is that all the results obtained are openly available at delivery costs only, without any delay linked to commercial objectives, and that the research itself is submitted for open publication.

"Service Providers": those users who acquire an item from the Meteosat Catalogue in order to supply Value Added Services under specific licence conditions to Third Parties who are clearly identified and known to the Service Provider.

"Six-hourly Meteosat Data": those Meteosat Data referenced by EUMETSAT in time to the main synoptic hours of 00, 06, 12 and 18 UTC.

"Standard Licence Agreement": the standard terms and conditions pursuant to which items in the Meteosat Catalogue must be licensed to users.

"Third Party": any party external to a licence agreement between EUMETSAT or one of its Exclusive Licensing Agents and a user.

"Three-hourly Meteosat Data": those Meteosat Data referenced by EUMETSAT in time to the synoptic hours of 00, 03, 06, 09, 12, 15, 18 and 21 UTC.

"Value Added Services (VAS)": all meteorological services specifically conceived for the needs of users and made available under specific licence conditions.

"Without Charge": at no more than the cost of reproduction and delivery (including the cost of distribution media, documentation, software licences, transmission, direct labour cost and cost of any decryption key units), but without charge for the data and products themselves.

3 OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 1 EUMETSAT holds the full ownership and Intellectual Property Rights to the Meteosat Data and Products.
- 2 The Intellectual Property Rights to images based on Meteosat Data are shared between EUMETSAT and the Service Provider generating the images.
- 3 The Intellectual Property Rights to Value Added Services other than images based on Meteosat Data are considered to be owned by the Service Provider generating the Value Added Service.

4 "ESSENTIAL" METEOSAT DATA AND PRODUCTS

EUMETSAT shall make its Three-hourly and Six-hourly Meteosat Data, the Meteosat Derived Products and the data offered through its Meteosat Internet Service available to all users world-wide on a free and unrestricted basis as "Essential" Data and Products in accordance with WMO Resolution 40 (Cg-XII).

5 LICENSING FOR NON-ESSENTIAL METEOSAT DATA AND ARCHIVED DATA AND PRODUCTS

- 1 The NMSs of Member States, acting as Exclusive Licensing Agents on behalf and for the account of EUMETSAT, shall have the responsibility for licensing non-Essential Meteosat Data to users receiving the data within their respective National Territories.
- 2 Acting as EUMETSAT's Exclusive Licensing Agents, the NMSs shall apply the EUMETSAT fees and conditions defined in Rules 8 and 10 below and shall sign licences applying the EUMETSAT standard licensing conditions with their users. The NMSs shall inform EUMETSAT of the signing of such licences.
- 3 The NMSs shall retain 25% of the fees received and allocate the remaining 75% to EUMETSAT.
- 4 Licensing for access to non-Essential Meteosat Data received outside Member States shall always be through a Standard Licence Agreement between the User and EUMETSAT according to the guidelines detailed in Rules 7, 8, 9 and 10 below.
- 5 EUMETSAT shall be responsible for the licensing of Archived Data and Products.

6 CONDITIONS OF ACCESS TO NON-ESSENTIAL METEOSAT DATA BY NMSs OF MEMBER STATES

- 1 The NMSs of Member States will receive non-Essential Meteosat Data for Official Duty use at no cost except for the cost of decryption key units.
- 2 Insofar as required for Official Duty use, the NMSs may grant access to other Departments within their respective National Administrations, subject to arrangements in accordance with national legislation, but all conditions defined in these Rules remain attached to the use of the data. Further distribution and all commercial applications of the Meteosat Data are subject to Rules 8, 10 and 11 below.

7 CONDITIONS OF ACCESS TO NON-ESSENTIAL METEOSAT DATA BY NMSs OF NON-MEMBER STATES

- 1 The NMSs of non-Member States will have access Without Charge to Hourly Meteosat Data for Official Duty use.
- 2 NMSs of non-Member States will have access to Half-hourly and Quarter-hourly Meteosat Data for Official Duty use in accordance with the conditions specified in Annex III.
- 3 NMSs of non-Member States which provide EUMETSAT with equivalent satellite data will be provided data under conditions to be agreed by the EUMETSAT Council on a case by case basis.
- 4 For limited periods, to support the monitoring of disasters or emergencies and in accordance with relevant UN resolutions, the full set of Meteosat Data will be made available Without Charge.
- 5 For Official Duty use by NMSs of non-Member States subject to tropical cyclones, the full set of Meteosat Data will be made available Without Charge.
- 6 Regarding their commercial activities, the NMSs of non-Member States shall be treated in the same way as Service Providers, in accordance with the fees and conditions listed in Annex IV.
- 7 EUMETSAT will inform the NMSs of non-Member States of licences signed with other users receiving non-Essential Meteosat Data within their respective territories.

8 CONDITIONS OF ACCESS TO NON-ESSENTIAL METEOSAT DATA BY RESEARCH PROJECTS AND FOR EDUCATIONAL USE

Research Projects and Educational Users are given access Without Charge to non-Essential Meteosat Data, in accordance with standard EUMETSAT licensing conditions.

9 CONDITIONS OF ACCESS TO NON-ESSENTIAL METEOSAT DATA BY ECMWF

ECMWF is given access Without Charge to non-Essential Meteosat Data for its own use in support of its mission, as defined in the ECMWF Convention. This use shall only cover activities carried out within the ECMWF Secretariat and shall not include retransmission of Meteosat Data to other users, including its Member States.

10 CONDITIONS OF ACCESS TO NON-ESSENTIAL METEOSAT DATA BY COMMERCIAL USERS AND OTHER USERS

Commercial and other users shall be given access to non-Essential Meteosat Data against fees and under the conditions laid down in Annex IV.

11 COMMERCIAL ACTIVITIES OF NMSs OF MEMBER STATES

- 1 The fees and conditions laid down in Annex IV shall apply in the relationship between the commercial activities of the NMSs of Member States and the NMSs when acting as EUMETSAT's Exclusive Licensing Agents.
- 2 In these cases, the NMSs acting as EUMETSAT's Exclusive Licensing Agents, shall be entitled to retain 25% of the fees due and shall allocate the balance to EUMETSAT.
- 3 The originating NMSs of Member States in their commercial activities shall be free to establish the prices to their users when supplying Value Added Services.
- 4 The NMSs of Member States shall in their commercial activities have the right to make their Value Added Services available to users within and outside Member States.

12 CONDITIONS OF ACCESS TO ARCHIVED DATA AND PRODUCTS

- 1 All categories of users will receive Archived Meteosat Data and Products in accordance with this Rule at no cost to such users.
- 2 The volume of Archived Data and Products that may be ordered from the EUMETSAT Archive and Retrieval Facility through a single order or through successive orders is limited to avoid an unmanageable load and a consequential degraded level of service.

13 FINANCIAL MATTERS

- 1 All income arising from the implementation of these Implementing Rules shall be included under a separate budget line into the annual EUMETSAT Budget on the basis of an estimate and shall be treated in accordance with the EUMETSAT Financial Rules.
- 2 EUMETSAT shall not be liable for the cost of procuring the necessary receiving equipment of any user. All users shall be required to reimburse EUMETSAT for the cost of providing them with decryption key units for the reception of non-Essential Meteosat Data.

THE METEOSAT CATALOGUE

(originally adopted as Annex II of Resolutions EUM/C/98/Res. IV and EUM/C/99/Res. VI and amended in Annex II of Resolution EUM/C/70/10/Res. III)

1 INTRODUCTION

This Catalogue is intended for the purpose of information to NMSs, other organisations, the scientific research and education community, end users, service providers and the meteorological user community at large.

Any use of data or products listed in this Catalogue may be subject to the terms and conditions of a standard Licence Agreement to be concluded on a case by case basis with EUMETSAT or an Exclusive Licensing Agent, in accordance with the Data Policy established by the EUMETSAT Council.

Every care has been exercised in the preparation of this Catalogue and, to the best of EUMETSAT's belief, it is accurate as at the date of its issue. Changes, additions and deletions may, however, be made without notice. This Catalogue will be updated periodically to make new information available.

2 METEOSAT IMAGE DATA

These image data consist of geographical arrays of various sizes of image pixels, each pixel containing 8 data bits (Meteosat HRI Data) or 10 data bits (Meteosat High Rate and Low Rate SEVIRI Data), representing the received radiation from the earth and its atmosphere in the following spectral channels:

a) Meteosat High Resolution Image (HRI) Data:

- Infra-red band (IR) centred on 11µm
- Water-vapour band (WV) centred on 6 µm
- Visible band (VIS) centred on 0.7 µm

For the IR and WV spectral channels the pixel array size is 2500 x 2500 whereas for the VIS channel the pixel array size is 5000 x 5000.

b) Meteosat High Rate and Low Rate SEVIRI Data:

- Visible band centred on 0.6µm – Channel 1 (VIS 0.6)
- Visible band centred on 0.8µm – Channel 2 (VIS 0.8)
- Near-infra-red band centred on 1.6µm – Channel 3 (NIR 1.6)
- Infra-red band centred on 3.9µm – Channel 4 (IR 3.9)
- Water Vapour band centred on 6.2µm – Channel 5 (WV 6.2)
- Water Vapour band centred on 7.3µm – Channel 6 (WV 7.3)
- Infra-red band centred on 8.7µm – Channel 7 (IR 8.7)
- Ozone band centred on 9.7µm – Channel 8 (IR 9.7-O3)
- Infra-red band centred on 10.8µm – Channel 9 (IR 10.8)
- Infra-red band centred on 12.0µm – Channel 10 (IR 12.0)
- Carbon Dioxide band centred on 13.4µm – Channel 11 (IR 13.4 – CO2)
- Broadband high-resolution visible band – Channel 12 (HRV)

For all spectral channels the pixel array size is 3712 x 3712 except for the HRV channel for which the pixel array size is 11136 x 5568 (N/S x E/W).

All disseminated Meteosat High Rate and Low Rate SEVIRI Data are processed to level 1.5 by the EUMETSAT Ground Segment. For a description of this format, please refer to the EUMETSAT website at www.eumetsat.int.

For the current dissemination schedule, please turn to the EUMETSAT website at www.eumetsat.int.

2.1 Meteosat HRI and High Rate SEVIRI Data

These image data, from all spectral bands, are disseminated in digital form via operational services in formats that represent full spatial coverage and at full spatial resolution.

2.2 Meteosat Low Rate SEVIRI Data

These image data, from the spectral bands listed below, are disseminated in digital form via operational services in formats that represent full spatial coverage and at full spatial resolution.

- Channel 1 (VIS 0.6)
- Channel 3 (NIR 1.6)
- Channel 4 (IR 3.9)
- Channel 5 (WV 6.2)
- Channel 9 (IR 10.8)

Note: All data are subject to lossy compression.

2.3 Meteosat Internet Service

Certain Meteosat High Rate and Low Rate SEVIRI Data are freely distributed via the Internet. This service contains:

- all “essential” image data from all available channels in real-time;
- hourly (Europe domain) from four spectral channels in real-time;
- image size reduced to 800 x 800 pixels;
- graphical format using lossy compression to ensure that data is only suitable for qualitative applications;
- effective spatial resolution after compression in the order of 15 km;
- image animation loops, image colouring, addition of coastlines/grids.

2.4 Rapid Scanning Service

The Rapid Scanning Service consists of quasi-permanent rapid scan imaging of a certain geographical sub-area of the full Earth disc which is performed by the Meteosat satellites for a certain period and more frequently than the nominal full disc imaging, and it is then interrupted for a short time. The period between rapid scanning sessions is used to perform full Earth scanning, needed to derive navigation information for the image processing system.

3 METEOSAT DERIVED PRODUCTS

These meteorological products are derived from level 1.5 Meteosat Data and they are disseminated to users in formats corresponding to WMO coding requirements that represent full spatial coverage. This includes the products generated by the EUMETSAT Satellite Application Facilities (SAFs).

For a complete list of availability of the Meteosat Derived Products please turn to the EUMETSAT website at www.eumetsat.int. This list includes the products generated by the EUMETSAT Satellite Application Facilities (SAFs) and which can be ordered via EUMETSAT.

4 METEOSAT ARCHIVED DATA AND PRODUCTS

Meteosat Data and Derived Products older than 24 hours are distributed on request from the EUMETSAT Data Archive in digital and graphical form via the associated operational service in formats which represent both full and partial spatial coverage as well as both full and partial spatial resolution.

For a complete list of the archived Meteosat Data and Derived Products please turn to the EUMETSAT website at www.eumetsat.int. This list includes SAF products, which are archived at the relevant EUMETSAT SAFs and which can be ordered via the EUMETSAT Data Archive.

**EUMETSAT FEES FOR OFFICIAL DUTY USE OF HALF-HOURLY AND
QUARTER-HOURLY METEOSAT DATA BY NMSs OF
NON-MEMBER STATES**

(originally adopted as Annex III of Resolutions EUM/C/98/Res. IV and EUM/C/99/Res. VI
and amended by Resolution EUM/C/76/12/Res. V)

The attached Tables contain the annual fees applicable to NMSs of non-Member States for Half-hourly HRI Data and Half-hourly and Quarter-hourly High Rate SEVIRI Data for the period 2013-2014.

The fees for Official Duty use of Half-hourly Low Rate SEVIRI Data by NMSs of non-Member States shall be 75% of the corresponding fees for Official Duty use of High Rate SEVIRI Data.

The following applies:

- 1) Official Duty use by NMSs of countries with a GNI per capita below or equal to USD 5,886, derived from World Bank statistics: Without Charge.
- 2) Official Duty use by NMSs of countries with a GNI per capita above USD 5,886: the fees for Half-hourly and Quarter-hourly Meteosat Data are given in the Tables attached.
- 3) Review Mechanisms:
 - The Tables attached shall be reviewed by Council every 2 years on the basis of the latest available World Bank statistics.
 - Should the figures in the Table attached prove to be erroneous or incomplete, the Director-General shall make appropriate recommendations on a case by case basis.
 - The “Upper Middle Income Mean Value” as defined in the World Bank statistics shall establish the threshold for free access to Half-hourly and Quarter-hourly Meteosat Data. This threshold shall be revised by Council every 2 years on the basis of the World Bank statistics.

Fees Applicable to NMSs of non-Member States for Official Duty Use			
Country	GNI/C	½ Hourly Meteosat Data	¼ Hourly Meteosat Data
		Annual Fee KEUR	Annual Fee KEUR
Afghanistan	410	0	0
Albania	3,960	0	0
Algeria	4,450	0	0
Angola	3,940	0	0
Antigua and Barbuda	13,170	80	100
Argentina	8,620	80	100
Armenia	3,200	0	0
Australia	43,590 a	80	100
Azerbaijan	5,330	0	0
Bahamas, The	20,610 a	80	100
Bahrain	18,730 a	80	100
Bangladesh	700	0	0
Barbados	12,660 a	80	100
Belarus	5,950	80	100
Belize	3,810	0	0
Benin	780	0	0
Bhutan	1,870	0	0
Bolivia (Plurinational State of)	1,810	0	0
Bosnia and Herzegovina	4,770	0	0
Botswana	6,790	80	100
Brazil	9,390	80	100
Brunei Darussalam	31,800 a	80	100
Burkina Faso	550	0	0
Burundi	170	0	0
Cambodia	750	0	0
Cameroon	1,180	0	0
Canada	43,270	80	100
Cape Verde	3,270	0	0
Cayman Islands	... a	80	100
Central African Republic	470	0	0
Chad	620	0	0
Chile	10,120	80	100
China	4,270	0	0
Colombia	5,510	0	0
Comoros	750	0	0
Congo, Dem. Rep.	180	0	0
Congo, Rep.	2,150	0	0
Cook Islands	...	0	0
Costa Rica	6,810	80	100
Cuba	5,520 a	0	0
Cyprus	29,430 c	80	100

Fees Applicable to NMSs of non-Member States for Official Duty Use			
Country	GNI/C	½ Hourly Meteosat Data	¼ Hourly Meteosat Data
		Annual Fee KEUR	Annual Fee KEUR
Djibouti	1,270 a	0	0
Dominica	6,760	80	100
Dominican Republic	5,030	0	0
Ecuador	3,850	0	0
Egypt, Arab Rep.	2,420	0	0
El Salvador	3,380	0	0
Eritrea	340	0	0
Ethiopia	390	0	0
Fiji	3,630	0	0
Gabon	7,740	80	100
Gambia (the)	450	0	0
Georgia	2,690 d	0	0
Ghana	1,230	0	0
Guatemala	2,740	0	0
Guinea	400	0	0
Guinea-Bissau	590	0	0
Guyana	2,870	0	0
Haiti	670 a	0	0
Honduras	1,870	0	0
Hong Kong SAR, China	32,780	80	100
India	1,330	0	0
Indonesia	2,500	0	0
Iran, Islamic Rep.	4,520 a	0	0
Iraq	2,340	0	0
Israel	27,170	80	100
Ivory Coast	1,160	0	0
Jamaica	4,800	0	0
Japan	41,850	80	100
Jordan	4,340	0	0
Kazakhstan	7,590	80	100
Kenya	790	0	0
Kiribati	2,010	0	0
Korea, Dem. Rep.	k k	0	0
Korea, Rep.	19,890	80	100
Kuwait	... a	80	100
Kyrgyzstan	840	0	0
Lao PDR	1,050	0	0
Lebanon	8,880	80	100
Lesotho	1,040	0	0
Liberia	200	0	0
Libya	12,320 a	80	100

Fees Applicable to NMSs of non-Member States for Official Duty Use			
Country	GNI/C	½ Hourly Meteosat Data	¼ Hourly Meteosat Data
		Annual Fee KEUR	Annual Fee KEUR
Macao SAR, China	34,880 a	80	100
Madagascar	430	0	0
Malawi	330	0	0
Malaysia	7,760	80	100
Maldives	5,750	0	0
Mali	600	0	0
Malta	19,270	80	100
Mauritania	1,030	0	0
Mauritius	7,750	80	100
Mexico	8,890	80	100
Micronesia, Fed. Sts.	2,730	0	0
Moldova	1,810 f	0	0
Monaco	183,150 a	80	100
Mongolia	1,870	0	0
Montenegro	6,750	80	100
Morocco	2,850 e	0	0
Mozambique	440	0	0
Myanmar	... k	0	0
Namibia	4,500	0	0
Nepal	440	0	0
New Zealand	28,770 a	80	100
Nicaragua	1,110	0	0
Niger	370	0	0
Nigeria	1,180	0	0
Niue	...	0	0
Oman	18,260 a	80	100
Pakistan	1,050	0	0
Panama	6,970	80	100
Papua New Guinea	1,300	0	0
Paraguay	2,710	0	0
Peru	4,700	0	0
Philippines	2,060	0	0
Qatar	... a	80	100
Russian Federation	9,900	80	100
Rwanda	520	0	0
Saint Lucia	6,560	80	100
Samoa	3,000	0	0
São Tomé and Príncipe	1,200	0	0
Saudi Arabia	16,190 a	80	100

Fees Applicable to NMSs of non-Member States for Official Duty Use			
Country	GNI/C	½ Hourly Meteosat Data	¼ Hourly Meteosat Data
		Annual Fee KEUR	Annual Fee KEUR
Senegal	1,090	0	0
Seychelles	9,760	80	100
Sierra Leone	340	0	0
Singapore	40,070	80	100
Solomon Islands	1,030	0	0
Somalia	... k	0	0
South Africa	6,090	80	100
Sri Lanka	2,240	0	0
Sudan	1,270 g	0	0
Suriname	5,920 a	80	100
Swaziland	2,630	0	0
Syrian Arab Republic	2,750	0	0
Tajikistan	800	0	0
Tanzania, United Republic of	530 h	0	0
Thailand	4,150	0	0
Macedonia, FYR	4,570	0	0
Timor-Leste	2,220	0	0
Togo	490	0	0
Tonga	3,280	0	0
Trinidad and Tobago	15,380	80	100
Tunisia	4,160	0	0
Turkmenistan	3,790	0	0
Uganda	500	0	0
Ukraine	3,000	0	0
United Arab Emirates	41,930 a	80	100
United States of America	47,390	80	100
Uruguay	10,590	80	100
Uzbekistan	1,280	0	0
Vanuatu	2,640	0	0
Venezuela, Bolivarian Republic of	11,590	80	100
Viet Nam	1,160	0	0
Yemen, Rep.	1,070 a	0	0
Zambia	1,070	0	0
Zimbabwe	460	0	0

Footnotes:

... Not available.

a. 2010 data not available; ranking is approximate.

c. Data are for the area controlled by the government of the Republic of Cyprus.

d. Excludes Abkhazia and South Ossetia. e. Includes Former Spanish Sahara.

f. Excludes Transnistria.

g. Includes South Sudan.

h. Covers mainland Tanzania only.

i. Estimated to be upper middle income (\$3,976 to \$12,275).

j. Estimated to be high income (\$12,276 or more).

k. Estimated to be low income (\$1,005 or less).

l. Estimated to be lower middle income (\$1,006 to \$3,975).

EUMETSAT FEES FOR ACCESS TO NON-ESSENTIAL METEOSAT DATA BY COMMERCIAL AND OTHER USERS

(originally adopted as Annex IV of Resolutions EUM/C/98/Res. IV and EUM/C/99/Res. VI and amended by Resolutions EUM/C/70/10/Res. IV and EUM/C/72/11/Res. VII)

The attached Table contains the annual EUMETSAT fees applicable to commercial and other users for non-Essential HRI Data and High Rate SEVIRI Data. These fees will be reviewed by the EUMETSAT Council at regular intervals in light of experience.

The fees for the use of non-Essential Low Rate SEVIRI Data by commercial and other users shall be 75% of the corresponding fees for corresponding use of High Rate SEVIRI Data.

The fees are based on the following considerations:

- All Service Providers shall be charged a basic fee, in accordance with the attached Table.
- In cases where a Service Provider wishes to retransmit Meteosat Data without transformation to End Users, an additional fee shall be charged per end user equivalent to 75% of the End User fee for direct reception in accordance with the attached Table.
- In cases where a Service Provider wishes to broadcast or to supply for broadcasting Meteosat Data or images based on Meteosat Data, an additional fee shall be charged per channel or Service Provider or Broadcaster running web site(s) in accordance with the attached Table.
- For Broadcasters procuring Meteosat Data or images based on Meteosat Data from a Service Provider, no fee will be charged to the Broadcaster, as such fee is already included in the fee charged to the Service Provider.
- All Broadcasters receiving Meteosat Data directly shall be charged a basic fee in accordance with the attached Table.
- An additional fee will be charged per channel, depending on the size of the Actual Audience as defined in the attached Table. Should broadcasting consist of open-site Internet dissemination, the additional fee will be charged per Broadcaster running web site(s) containing images based on Meteosat Data. This fee shall depend on the number of page consultations made to the web site.
- Licences to Service Providers will allow redistribution of Meteosat Data to another Service Provider only if this other Service Provider has the appropriate licence with EUMETSAT or one of its Exclusive Licensing Agents.

FEES FOR ACCESS TO METEOSAT DATA

Data Frequency	User Categories					
	End User	Broadcaster		Service Provider		
		Basic fee	Additional fee for broadcasting images based on Meteosat Data	Basic fee	Additional fee for the right to re-transmit Meteosat Data without transformation to End Users	Additional fee for broadcasting images based on Meteosat Data or supplying to broadcasters Meteosat Data or images based on Meteosat Data
Full set (1/4 hourly)	6 KEUR	End User fee according to data frequency requested	a) Fee per channel: EUR 75 per 10,000 actual audience*** with a minimum of EUR 250 and a maximum of KEUR 15. b) Fee per Broadcaster running web site(s): EUR 75 per 10,000 page consultations**** accumulated over one year with a minimum of EUR 250 and a maximum of KEUR 30.	0.5% of Service Provider turnover** max. KEUR 18, min. KEUR 6	n* x 75% of the relevant end user fee	a) Fee per channel: EUR 75 per 10,000 actual audience*** with a minimum of EUR 250 and a maximum of KEUR 15. b) Fee per Service Provider or Broadcaster running web site(s): EUR 75 per 10,000 page consultations**** accumulated over one year with a minimum of EUR 250 and a maximum of KEUR 30.
1/2 hourly data	4 KEUR			0.5% of Service Provider turnover** max. KEUR 12, min. KEUR 4		
1 hourly data	2 KEUR			0.5% of Service Provider turnover** max. KEUR 6, min. KEUR 2		

* n = number of end users

** Turnover means the meteorological turnover, being the total annual revenue derived from the commercial activity in any way based on meteorological data and products acquired by the Service Provider (excluding revenue derived from services to civil aviation in accordance with the ICAO Convention, Annex III). Should the turnover figures not be available, the maximum fee will apply.

*** Actual audience is defined as the arithmetic average of the total actual audience (total audience except children under 3 years old), based on the full 24-hour period and over a period of approximately 1 year, expressed as average audience per day. The result of this calculation will be rounded up to the next 10,000. Should the audience figures not be available, the maximum fee will apply.

**** One page consultation is defined as any single “click” originated from one IP address on a web page containing images based on Meteosat Data. Should the number of page consultations not be available, the maximum fee will apply.

NOTE: The fees for access to Low Rate SEVIRI Data shall be 75% of the corresponding fees for High Rate SEVIRI Data according to this table.

SPECIAL IODC FEE STRUCTURE

(agreed at 62nd EUMETSAT Council meeting on 26-27 June 2007, amended by Resolution EUM/C/67/09/Res. V and by Resolution EUM/C/70/10/Res. III)

At its 62nd Meeting on 26-27 June 2007, the EUMETSAT Council agreed to the following licence fee structure for reception of Meteosat Data from the EUMETSAT Indian Ocean Data Coverage (IODC) Services. The objective of this revised licence fee structure is to attain a financial contribution from the wealthy countries benefiting from the IODC coverage.

This fee structure is neither aimed at amending the general EUMETSAT Data Policy Principles, nor at changing the current Rules for access to Meteosat Data available from the EUMETSAT core mission.

The following licence conditions will apply to the IODC Services:

1. 6-hourly and 3-hourly IODC data will be provided without restriction as “Essential data”.
2. The National Meteorological Services (NMSs) of countries below the threshold established in the EUMETSAT Data Policy will continue to receive the full set of IODC Data without charge.
3. The NMSs of countries above the threshold (“wealthy countries”) will have to pay a yearly fee of 300 K€. This fee will cover access to any data more frequent than 3-hourly data. No reductions will apply for less frequent data. This fee level will address any wealthy non-Member State wishing to receive IODC data, regardless of its geographical location. This means that those wealthy non-Member States currently receiving data from all EUMETSAT missions will have to pay the (higher) IODC fee, unless they wish to receive only the data from the core mission at the “standard” fee level.
4. Free access will continue to be provided to NMSs of countries with whom EUMETSAT has signed data exchange agreements.
5. Free access will continue to be provided temporarily to monitor disasters or emergencies, as foreseen in the general Data Policy.
6. As an exception to the general policy, wealthy countries subject to tropical cyclones will not be automatically entitled to a free licence. Any permanent waiver of licence fees will be considered exceptional and subject to Council decision on a case by case basis.
7. The Rules on commercial use will remain unchanged.

- 8.** The special IODC fee structure will apply from **1 January 2009**, i.e. from the start of the extended IODC service.

The IODC service has been extended until the end of 2013 in order to ensure a continuation of the IODC services until a viable alternative for providing equivalent operational data to Member States has been established.

IMPLEMENTING RULES TO THE EUMETSAT PRINCIPLES ON DATA POLICY – ACCESS TO METEOSAT DCP CHANNELS

(originally adopted in Annex I of Resolutions EUM/C/98/Res. XI and EUM/C/00/Res. IV, and amended by Resolutions EUM/C/70/10/Res. V, EUM/C/72/11/Res. IX and EUM/C/76/12/Res. VI)

1. DEFINITIONS

The following definitions apply in addition to the relevant definitions contained in Annex I of Resolution EUM/C/98/Res. IV:

“Meteosat DCP”: Data Collection Platform for the use of Meteosat DCP Channels.

“Meteosat DCP Channels”: Dedicated Meteosat Channels of communication operating at a radio frequency reserved for meteorological data collection.

2. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

1. EUMETSAT holds the full ownership and utilisation rights to the Meteosat DCP Channels and has full control over access to these Channels.
2. Ownership and Intellectual Property Rights to the data transmitted by the Meteosat DCP Channels are deemed to remain with the originator of the data.

3. ACCESS TO METEOSAT DCP CHANNELS

1. Meteosat DCP Channels are available at no cost to NMSs of Member States for their Official Duty use, provided their messages are also made available through the Global Telecommunication System and discoverable in the WMO Information System (WIS).
2. Meteosat DCP Channels are also available at no cost for meteorological, geophysical and hydrological messages by NMSs of non-Member States, WMO and ECMWF provided they are also made available through the Global Telecommunications System (GTS) and discoverable in the WMO Information System (WIS).

4. FINANCIAL MATTERS

EUMETSAT shall not be liable for the cost of the technical equipment of any user necessary to have access to the DCP Channels.

IMPLEMENTING RULES FOR SAF DELIVERABLES

(as adopted in Resolution EUM/C/97/Res. I at the 33rd meeting of the EUMETSAT Council on 19 - 20 March 1997 and amended by EUM/C/98/Res. X adopted at the 40th meeting of the EUMETSAT Council on 25-27 November 1998)

The EUMETSAT Council,

RECALLING the EUMETSAT Data Policy as defined by the EUMETSAT Council in Resolution EUM/C/Res.VII as amended by Resolutions EUM/C/Res.XXI and XXVI,

RECALLING the Policy for EUMETSAT Ground Systems and the Implementation of the MTP Ground System as defined by the EUMETSAT Council in Resolution EUM/C/92/Res.V,

RECALLING the Conditions of Access to Real Time EUMETSAT HRI Data Within and Outside the EUMETSAT Member States, as defined by the EUMETSAT Council in Resolution EUM/C/96/Res.IV,

NOTING the Cooperation Agreement for the SAF on "Support to Nowcasting and Very Short Range Forecasting" as agreed by Council at its 32nd meeting (on 3 - 5 December 1996),

WISHING to apply EUMETSAT's Data Policy principles also to the SAF deliverables,

AGREE:

- I** That all data, products and software deliverables under a SAF Cooperation Agreement, together with all related intellectual property rights, shall be owned by EUMETSAT and be subject to the relevant EUMETSAT Policies agreed by the EUMETSAT Council.
- II** That all data, products and software deliverables developed for distribution to users shall be available to all National Meteorological Services of EUMETSAT's Member States free of charge.
- III** That distribution to other users, of data, products and software deliverables developed for distribution shall be subject to the conditions of the relevant EUMETSAT policies agreed by the EUMETSAT Council. Due recognition shall be given to the respective roles of the SAF Host, the Cooperating Entities and EUMETSAT in the establishment of data, products and software distributed to users under EUMETSAT policy.

- IV** That certain pre-existing data, products and software owned by the SAF Host and/or the Cooperating Entities may be utilised in fulfilling the SAF Agreement. In such cases, the data, products and software will be listed in an annex to the Agreement. Ownership of such data, products and software shall not be transferred by virtue of the Agreement.
- V** That EUMETSAT shall have a free-of-charge, irrevocable, non-exclusive right to use, modify and copy such pre-existing data, products and software for its own purposes. Should such data, products or software be required to operate a software deliverable developed under the Agreement for distribution to users, EUMETSAT shall have the right to grant sub-licences to use such data, products and software in all its Member States. Such sub-licences shall be granted free of charge to all National Meteorological Services of EUMETSAT's Member States for their Official Duty use.

IMPLEMENTING RULES FOR OPERATIONAL SAF DELIVERABLES

(On the basis of the Data Policy for SAF Deliverables (see previous page), the EUMETSAT Council, at its 54th meeting in November 2003 approved the data policy for operational SAF deliverables. These are specified in the EUMETSAT website at www.eumetsat.int and in the websites of the individual SAFs generating the various operational SAF deliverables. The links to these websites are provided in the EUMETSAT website.)

1 THE EUMETSAT SATELLITE APPLICATION FACILITIES (SAFs)

The SAFs are dedicated centres of excellence for processing satellite data and form an integral part of the distributed EUMETSAT Application Ground Segment. Each SAF consists of a consortium, headed by a SAF Host and a number of Cooperating Entities. The SAFs use data from meteorological satellites both in geostationary and polar orbit to generate near real-time products, offline products, and software products.

There are seven SAFs providing products and software for distribution to users on an operational basis:

- SAF on Support to Nowcasting and Very Short Range Forecasting
- Ocean and Sea Ice SAF
- Climate Monitoring SAF
- Numerical Weather Prediction SAF
- Land Surface Analysis SAF
- Ozone and Atmospheric Chemistry Monitoring SAF
- GRAS Meteorology SAF

A further SAF on Support to Operational Hydrology and Water Management is under development, and will be operational in 2010.

2 OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

EUMETSAT holds the full ownership and Intellectual Property Rights to those operational SAF deliverables that are generated by the above SAFs under cooperation with EUMETSAT and as specified in the EUMETSAT website. The ownership of pre-existing software and third party software, re-used in each of the SAF software packages, remains with the originator of this software.

3 CONDITIONS OF ACCESS TO THE SAF DELIVERABLES

3.1 ESSENTIAL SAF PRODUCTS

The SAF products that are mentioned below are “essential” in accordance with the WMO Resolution 40 (Cg-XII). This means that access to these SAF products is granted to all users without a licence, without charge¹ and without conditions on use.

These include near-real-time level 2 products generated by the Ocean and Sea Ice SAF, the Ozone and Atmospheric Chemistry Monitoring SAF, the GRAS Meteorology SAF and by the Land Surface Analysis SAF.

For a complete list of the SAF near real-time products, please turn to the EUMETSAT website at www.eumetsat.int.

3.2 SAF SOFTWARE

These include software packages created by the SAF on Support to Nowcasting and Very Short Range Forecasting, the Numerical Weather Prediction SAF and by the GRAS Meteorology SAF.

Access to these SAF software packages is granted to all users without charge, and against the signature of a licence agreement. They may not be redistributed. The SAF Host generating a SAF software will licence the use of the relevant software package on behalf of EUMETSAT.

For a complete list of the SAF software packages and the relevant SAF Host licensing the respective software package, please turn to the EUMETSAT website at www.eumetsat.int.

3.3 ARCHIVED AND OFFLINE SAF PRODUCTS

These include all near real time SAF products that are older than 24 hours and SAF offline products generated by the Climate Monitoring SAF, the Ocean and Sea Ice SAF, the Ozone and Atmospheric Monitoring SAF, the GRAS Meteorology SAF and by the Land Surface Analysis SAF. Archived and offline SAF products are distributed on request via the EUMETSAT Data Archive.

¹ “Without Charge” means that these SAF products are available at no more than the cost of reproduction and delivery (including the cost of distribution, media, documentation, software licences, transmission, direct labour cost of any decryption key units), but without charge for the products themselves.

Access to archived and offline SAF products is granted to all users without charge, without conditions on use, against the signature of a licence agreement.

For a complete list of the archived/offline SAF products, please turn to the EUMETSAT website at www.eumetsat.int.

3.4 FINANCIAL MATTERS

EUMETSAT is not responsible for the cost of procuring the necessary receiving equipment of any user.

IMPLEMENTING RULES FOR METOP DATA AND PRODUCTS

(The EUMETSAT Council, at its 55th meeting in June 2004, its 58th meeting in December 2005 and its 59th meeting in July 2006 approved the data policy for Metop data and products which are specified in the EUMETSAT website at www.eumetsat.int.)

1 THE EUMETSAT POLAR SYSTEM (EPS)

The EPS system consists of a series of Metop satellites comprising instruments of EUMETSAT and the U.S. National Oceanic and Atmospheric Administration (NOAA).

The EUMETSAT instruments include the Microwave Humidity Sounder (MHS), Infrared Atmospheric Sounding Interferometer (IASI), Advanced Scatterometer (ASCAT), Global Ozone Monitoring Experiment-2 (GOME-2) and the Global Navigation Satellite System Receiver for Atmospheric Sounding (GRAS).

The NOAA meteorological instruments include the Advanced Very High Resolution Radiometer (AVHRR), Advanced Microwave Sounding Unit-A (AMSU-A) and the High Resolution Infrared Radiation Sounder (HIRS).

In accordance with the Agreement between EUMETSAT and NOAA on the Initial Joint Polar System (IJPS), EUMETSAT is entitled to establish access conditions for all data from the Metop satellites. However, EUMETSAT will not control access to the data from the NOAA instruments on the Metop satellites, unless in cases of data denial, as requested by NOAA (see below).

2 OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

EUMETSAT holds the full ownership and Intellectual Property Rights to those Metop data and products that are generated by the above EUMETSAT instruments and the EUMETSAT Ground Segment.

3 CONDITIONS OF ACCESS TO METOP DATA AND PRODUCTS

3.1 Essential Metop Data and Products

All Metop data and products that are described below are “essential” in accordance with the WMO Resolution 40 (Cg-XII). This means that access to these data and products is granted to all users without licence, without charge¹ and without conditions on use.

¹ “Without Charge” means that these Metop data and products are available at no more than the cost of reproduction and delivery (including the cost of distribution, media, documentation, software licences, transmission, direct labour cost of any decryption key units), but without charge for the data and products themselves.

3.1.1 Real-time Metop Data (Direct Readout service)

- *Advanced High Rate Picture Transmission (AHRPT) Data*

The AHRPT service includes all local raw data generated by all instruments on-board Metop, transmitted by a Metop satellite in full resolution and in real-time.

3.1.2 Near Real-time Global and Regional Products

- *Global and Regional Level 1 Products*

These include all global and regional level 1 MHS products, generated by the Core Ground Segment.

- *Global and Regional Level 2 Products*

These include global and regional level 2 products generated by the Core Ground Segment and/or the EUMETSAT Satellite Application Facilities (SAFs) and distributed in near real-time.

For a complete list of the near real-time global and regional level 1 and level 2 Metop products, please turn to the EUMETSAT website at www.eumetsat.int.

3.2 Other Metop Data and Products

Other Metop Data and Products include all global and regional level 1 products of the IASI¹, ASCAT, GRAS and GOME-2 instruments that are generated by the Core Ground Segment.

Access to the above products is granted to all users without charge, and against the signature of a licence agreement. They may not be redistributed without transformation.

¹ Except for a subset, agreed by the EUMETSAT Council, for distribution via the Global Telecommunications System (GTS) of the World Meteorological Organization (WMO) as “essential” products.

3.3 Archived and offline Metop Data and Products

These include all Metop data and products that are older than 24 hours and off-line Metop data and products generated by the EUMETSAT Satellite Application Facilities (SAFs). Archived and offline Metop data and products are distributed on request via the EUMETSAT Data Archive.

Access to archived and offline Metop data and products is granted to all users without charge, without conditions on use, against the signature of a licence agreement.

For a complete list of the archived/offline Metop data and products, please turn to the EUMETSAT website at www.eumetsat.int. This list includes SAF products which are archived at the relevant EUMETSAT SAFs and which can be ordered via the EUMETSAT Data Archive.

4 DATA DENIAL

Data denial means that in case of a crisis or war situation, EUMETSAT may be requested by NOAA to deny access to direct-readout NOAA instrument data or global/regional products derived from the US instruments on the Metop satellites. In these situations, only authorised users will continue to receive these data. During data denial, re-distribution by authorised users of data from NOAA instruments to any unauthorised third party is prohibited. In principle, data denial will not be implemented for more than 120 days, unless explicitly extended.

5 FINANCIAL MATTERS

EUMETSAT is not responsible for the cost of procuring the necessary receiving equipment of any user. All users are required to reimburse EUMETSAT for the cost of providing them with decryption key units that may be required.

IMPLEMENTING RULES FOR JASON-2 AND JASON 3

1 EUMETSAT JASON-2 ALTIMETRY OPTIONAL PROGRAMME

(Adopted by Potential Participating States on 4-5 December 2001 in Council Declaration EUM/C/01/Decl. I, amended by Resolution EUM/C/02/Res. IV adopted on 26-27 November 2002, entered into force on 27 June 2003 and reflecting subsequent subscriptions up to 29 November 2010)

1.1. Conditions of Access to Jason-2 Data and Products

Essential Jason-2 Data and Products

The Jason mission will provide “essential” data in support of marine meteorology, operational seasonal forecasting, operational oceanographic services and the operational monitoring of climate. All OSTM data and products are “essential” in accordance with the WMO Resolution 40 (Cg-XII). This means that access to these data and products is granted to all users without a licence, without charge* and without conditions on use.

2 THE OPTIONAL EUMETSAT JASON-3 ALTIMETRY PROGRAMME

(Adopted by the Potential Participating States on 1 July 2009 in Council Declaration EUM/C/67/09/Dcl. I, entered into force on 1 February 2010 and reflecting subsequent subscriptions up to 31 January 2011)

2.1. Conditions of Access to Jason-3 Data and Products

Essential Jason-3 Data and Products

The same Data Policy as for the Jason-2 mission will apply. This means that all Jason-3 data and products will be made available in accordance with WMO Resolution 40 (Cg-XII) and be classified as “essential”.

* “Without Charge” means that these Jason data and products are available at no more than the cost of reproduction and delivery (including the cost of distribution, media, documentation, software licences, transmission, direct labour cost of any decryption key units), but without charge for the products themselves.

EUMETSAT
FINANCIAL RULES

July 2013

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CHAPTER I
ORGANS

ARTICLE 1
ORGANS

The financial administration of EUMETSAT is entrusted to:

- the Council and any other subordinate body that the Council may establish;
- the Director-General assisted by the staff of the Secretariat in accordance with such powers that the Director-General may delegate to them.

CHAPTER II BUDGETING, BASIC PROVISIONS

ARTICLE 2

CURRENCY

- 1** The budgets and all other financial documents circulated by EUMETSAT shall be established in Euro.
- 2** All receipts and payments in other currencies than the Euro shall be accounted in Euro calculated at the daily foreign exchange reference rate of the European Central Bank on the day of the transaction.
- 3** Commitments in other currencies than Euro shall be converted at the Euro rate for the day of the commitment.

ARTICLE 3

PRINCIPLES

- 1** Budget appropriations must be used in accordance with the principles of economy and sound financial management and within the framework of the allocations laid down for such appropriations.
- 2** All revenue and expenditure shall be entered in full in the budgets and in the accounts. The whole of the revenue shall be used to cover the whole of the expenditure.
- 3** Notwithstanding paragraph 2:
 - a) all revenue allocated to EUMETSAT for a specific purpose, in particular from endowments, subventions from natural and legal persons, gifts and bequests shall be used as stipulated;
 - b) adjustments of amounts paid in error which may be made at a new settlement effected against the article and financial year in respect of which the excess payment was made, may be deducted from all bills, invoices or statements which shall then be authorised for the net amount.

Discounts and rebates on invoices and bills from creditors shall not be recorded as separate revenue.

ARTICLE 4

BUDGETARY APPROPRIATIONS

- 1** The budgets shall contain all authorised expenditure and all estimated revenue for the financial year to which such expenditure and revenue relate.
- 2** Expenditure authorised in the budgets shall include:
 - a) commitment appropriations for all operations involving financial commitment including those extending beyond the financial year in question. These appropriations shall constitute the upper limit of expenditure which the Director-General is authorised to commit during that financial year for the execution of such operations;
 - b) payment appropriations. These appropriations shall constitute the upper limits of expenditure which the Director-General is authorised to pay or authorise during the financial year in question to cover commitments entered into during that financial year or during previous financial years.

ARTICLE 5

FINANCIAL YEAR

- 1** The financial year shall run from 1 January to 31 December.
- 2** The financial statements are prepared and reported on an accrual basis.
- 3** The Budgets are prepared and presented on a modified cash basis.

ARTICLE 6

CARRYING FORWARD OF BUDGETARY APPROPRIATIONS

- 1** Commitment appropriations unused at the end of each financial year shall be cancelled at the end of that year unless a decision is made by the Council to carry them forward to the following financial year.
- 2** Payment appropriations unused at the end of each financial year, but covering payments still due for commitments properly entered into during that financial year, may be carried forward to the following financial year. All other unused payment appropriations shall be cancelled at the end of the financial year. To carry forward payment appropriations, a dedicated reserve as part of the net assets shall be established in the financial year in which the carry forward is processed. The amount will be withdrawn from the reserve in the year when the payment is executed or the commitment expires.

ARTICLE 7

COMMITMENTS RELATED TO THE FOLLOWING YEAR

Current operating expenditure which by its nature arises at the beginning of the financial year, may, as from 1 December of the preceding financial year, be charged as a commitment against the appropriations provided for in respect of the financial year concerned. If a budget for that financial year has not yet been adopted, such commitments may not exceed one quarter of the total corresponding appropriations for the current financial year, nor may they be commitments for expenditure of a kind not yet approved in principle in the same budget for the current financial year.

ARTICLE 8

BUDGET STRUCTURE

- 1 The budgets of EUMETSAT comprise:
 - A General Budget and
 - programme budgets
 - for mandatory programmes and
 - for optional programmes
 - for third party programmes
- 2 The budgets shall be set out according to a system under titles, chapters, articles, and, if necessary, items grouping revenue and expenditure according to their nature or purpose. Relevant appropriations shall be accompanied, where necessary, by commentaries which shall have binding force.
- 3 The budgetary nomenclature shall be compulsory in respect of the apportionment of revenue and expenditure under titles and chapters. It is established by the Council when adopting the annual budgets of EUMETSAT.
- 4 The budgets of EUMETSAT are submitted in a matrix structure. The budgets differentiate between Cost Objects (Programmes, General Budget and “Cost collectors” for indirect costs) and funding sources (i.e. Programmes and General Budget). As a rule, direct expenditure (direct programme cost) is attributed directly to the funding source to which it can be related. Indirect expenditure (indirect programme cost), i.e. expenditure which cannot be directly attributed to a particular funding source, is distributed to the funding sources through a recharging key. The recharging key is calculated for each Cost Object and for each budgetary year, based on the estimated use of the service, which the funding source expects from the Cost Object. The keys are agreed together with the budgets, remain valid for the year and are not adjusted to actuals.

Certain costs of the General Budget, as agreed in the context of the decision on its multi-year ceiling, are ultimately shared between the General Budget and the programmes.

ARTICLE 9

TRANSFER OF APPROPRIATIONS

- 1** Transfers of appropriations between programme budgets.

In exceptional cases, the Council may authorise the Director-General by unanimous decision to transfer appropriations from the budget of one mandatory programme to a budget of another mandatory programme.

- 2** Transfers of appropriations within the same budget.

Appropriations under one chapter of expenditure may not be used for purposes of other chapters of expenditure. However, the Council may authorise the Director-General to transfer appropriations from one chapter to another.

Within each chapter, transfers from article to article and item to item shall be carried out by the Director-General. Transfers from article to article may not have the effect of increasing or decreasing by more than a half of the original allocations under each article, or be made to cover expenditure for new activities not previously identified. All transfers from article to article in excess of this limit must be authorised by the Council.

Appropriations by means of transfers may only be allotted to chapters, articles and items for which the Council has authorised appropriations or has made a "token" entry.

CHAPTER III
PREPARATION OF THE BUDGETS, APPROVAL OR NON-APPROVAL

ARTICLE 10

PREPARATION AND APPROVAL OF THE BUDGETS

- 1** The draft budgets shall be prepared by the Director-General and be transmitted to the Members of the Council not later than 15 October of the preceding year.
- 2** The Director-General shall preface the draft budgets by an explanatory memorandum justifying requests for appropriations. He shall draft the budgets in such a way that it shows clearly the amount of appropriations and actual expenditure for the preceding financial year and the amount of appropriations for the current financial year.
- 3** He shall attach to the draft budgets expenditure and income forecasts for the following three years. He shall also add a document on cost-at-completion.
- 4** The Director-General shall, furthermore, attach to the draft budgets a table of the overall Human Resources complement, showing a table of staff posts and the number of man years of staff, local employees and consultants/service firms, to be authorised within the limits of the budget appropriations. The attribution between the different human resource categories may vary according to actual needs during the year. No appointment or contract may be made beyond the limit of the appropriation in the budget.
- 5** The Council shall adopt the budgets together with the overall Human Resources complement and the expenditure and income forecast for the following three years attached thereto in due time before the beginning of the year.
- 6** The Director-General may submit, or may be requested by the Council to submit, supplementary budgets or amending budgets. Supplementary and amending budgets shall be submitted in a form and manner consistent with the budgets for the financial year.

ARTICLE 11

NON-APPROVAL OF THE BUDGETS

- 1** If a budget has not been adopted by the Council by the beginning of a financial year, the Director-General may each month enter into commitments and make payments in each chapter of this budget up to one twelfth of the appropriations in the corresponding budget of the preceding financial year, provided that he shall not have at his disposal appropriations in excess of one twelfth of those provided for in the draft budgets.
- 2** Member States shall pay each month, on a provisional basis and in accordance with the scale referred to in Article 10.2 of the Convention, the amounts necessary for the application of the preceding paragraph.
- 3** Member States may pay on a voluntary basis the totality or a part of their annual contributions provided for in the draft budgets in accordance with the procedure laid down in Article 12.

CHAPTER IV PROVISION OF FUNDS

ARTICLE 12

PROVISION OF FUNDS

- 1** The Council's adoption of a budget shall constitute the obligation of each Member State to make available to EUMETSAT the financial contributions fixed in this budget. As soon as a budget is adopted, the Director-General will notify each Member State of the amount of its contribution. The annual contributions shall be transferred to EUMETSAT's accounts within the time limit expressed in paragraph 2.
- 2** As a rule, 40 % of the annual contributions shall be paid before 20 January if the budgets have been adopted before 1 January, or, within thirty days following the adoption of the budgets if they have not been adopted before 1 January; the second instalment of 40 % shall be paid before 1 May or within thirty days following the adoption of the budgets, if they have not been adopted before 1 May. The remaining 20 % of the annual contributions shall be paid no later than 1 September.

Exceptionally, Member States which are, for internal reasons, not in a position to pay the first instalment on 20 January, shall pay an amount representing 80 % of the annual contributions not later than 15 March. If the budgets have not been adopted before 15 February, payments shall be made within 30 days following adoption of the budgets. The remaining 20 % of the annual contributions shall be paid no later than 1 September.

A change from one method of payment to the other shall be notified to EUMETSAT not later than 30 November of the preceding financial year.

Member States are invited to make a prepayment of contributions following adoption of the budgets.

- 3** If a supplementary budget is adopted, the Member States shall make available any additional contribution which may be necessary, having taken into account any potential anticipated budgetary surplus, within 60 days following adoption of the said budget.
- 4** Special payments under Article 16.5 of the Convention shall be made within the delay determined by the Council.
- 5** All contributions shall be made in Euro.
- 6** Pending the receipt of such contributions, and if no EUMETSAT funds are available to cover payments, the Director-General may arrange bank advances or an overdraft for a period not exceeding one month. If this is not sufficient, he may contract a loan after approval by the Chairman of the Council.

Financial Rules

- 7** Any delay in the transfer of contributions due will incur the payment of interest charges by the Member State, at the rate of one percent over the Euro market rate.
- 8** The Director-General shall draw up and submit to the Member States a quarterly statement showing the extent to which the Member States have paid their financial contributions and the status of their Working Capital Fund.

ARTICLE 13

SCALE OF CONTRIBUTIONS

The annual contributions to the General Budget and to the mandatory programmes shall be based on the pro-rata of the Member States' Gross National Income, calculated as an average of the GNI figures (taking the Euro as base currency) for the latest three years for which the relevant statistics provided by the Statistical Office of the European Union (EUROSTAT) are available. The EUROSTAT statistics used to establish EUMETSAT scales of contributions shall be those available at the Secretariat on the 1st September before the date of the ordinary autumn AFG meeting preceding the Council meeting to which a new scale of contributions is presented. The scale thus established will be valid for a period of three financial years. Any new scale will be communicated to Member States at least three months before the expiry of the three-year period in which the current scale was applicable.

ARTICLE 14

LOANS

- 1** In exceptional cases, Council may authorise the Director-General by unanimous decision (Article 5.2 (a) iv. of the Convention) to contract a loan in the name of EUMETSAT to cover the financial requirements of a programme. The terms and conditions of the loan shall require the approval of Council and the transaction shall be incorporated in the budgets.
- 2** The Director-General shall be authorised to contract loans on behalf of Member States, on their request. In that case, the Member State shall have to repay the loan and to bear the interest and financial charges on the loan.

ARTICLE 15

TREASURY

- 1** The funds of EUMETSAT shall, as a rule, be managed as one general treasury. The Director-General shall be authorised to make short-term investments of funds not required for immediate needs, while keeping sufficient funds available to meet EUMETSAT's requirements and taking special care that these investments are secure. If, during a year, the cash requirements would allow for more remunerative investments than short-term investments, the Secretariat may propose an investment plan to Council for approval.

Interest earned on the general treasury shall be credited to the different budgets on the basis of the funds which are available for investments as derived from the payments profile to be submitted for each budget.

- 2** The funds invested in the Pension Special Account shall be managed as a separate treasury in accordance with the Investment Rules of the Pension Special Account.

ARTICLE 16

WORKING CAPITAL FUND

- 1** A Working Capital Fund is established to which Member States may voluntarily contribute. Each Member State shall have its own account in the Working Capital Fund.
- 2** Any overpayment of contributions by Member States shall be credited to their Working Capital Fund account.
- 3** Shares of Member States' budgetary surplus shall be booked to their Working Capital Fund account.
- 4** All Credits on the Working Capital Fund accounts are owned by the Member States. Bookings to and from the Working Capital Fund accounts can only be made upon written instruction of the Member State (with the exception of contribution payments before due date, which were booked to the Working Capital Fund account and which can be booked from the account on due date, without Member States' written consent). Credits shall be remunerated at the rate of one percent under the prevailing market rate for the Euro, but with 0% as lower limit. The interest which is thus generated shall also be booked to the Working Capital Fund accounts.
- 5** All funds in the Working Capital Fund shall be administered by the Secretariat as part of the overall treasury in the same way as the EUMETSAT funds, applying all relevant principles of the Financial Rules.

ARTICLE 17

BUDGET SURPLUS

- 1** When it becomes apparent during a financial year that not all payment appropriations can be spent, such amounts will be declared as anticipated surplus, blocked in the yearly budgets and approved by Council in the financial year. The anticipated surplus will be reported, after Council approval, as “incurred surplus unpaid” in the financial year of its incurrence. Each Member State's share in the anticipated surplus shall be transferred to its account in the Working Capital Fund with value date of 1 January of the following year.
- 2** If the closure of the accounts for the financial year reveals a surplus of revenue over expenditure in excess of the approved anticipated surplus taking into account appropriations being carried forward to the next financial year, such surplus shall be transferred to the Member States' Working Capital Fund accounts, with value date of the first day of the month following approval of the audited accounts by Council.
- 3** Together with the submission of the budgets for approval, the Director-General shall inform each Member State of its share of the surplus. The Member State's share will be established in accordance with the fully paid contributions relating to the financial year during which the said surplus was formed.

CHAPTER V IMPLEMENTATION OF THE BUDGETS AND INTERNAL CONTROL

ARTICLE 18

RESPONSIBILITIES

- 1** The budgets shall be implemented on the principle that authorising officers and accounting officers have separate responsibilities.
- 2** The Director-General shall implement the budgets under his own responsibility within the limit of the allotted appropriations. He shall act as Authorising Officer in respect of EUMETSAT's revenue and expenditure.
- 3** A Financial Controller shall be responsible for the supervisory tasks provided for in these Financial Rules. The Staff Rules shall guarantee independence in the performance of his duties. Guidelines on Financial Control are annexed to these Financial Rules.
- 4** The receipt of revenue and the payment of expenditure shall be carried out by an Accounting Officer. The Accounting Officer shall be the only person empowered to handle monies. He shall be responsible for their safekeeping.
- 5** The Director-General shall implement an overall system of internal controls to provide reasonable assurance regarding the achievement of objectives in terms of effectiveness and efficiency of operations, reliability of financial and operational reporting and compliance with EUMETSAT's legal framework. The internal controls process shall be performed by Directors, Heads of Division and other staff, including those responsible for the implementation of individual processes defined by the Director-General. The internal controls process shall also include an internal audit function and consist of an adequate control environment, risk assessment, control activities, information communication and monitoring. It shall be designed to ensure that:
 - a) objectives are established and financial risks are appropriately identified, assessed and managed;
 - b) financial and operational information is complete, accurate, reliable and timely;
 - c) interaction with Delegate Bodies occurs openly and regularly;
 - d) activities and decisions of the Secretariat comply with approved rules and instructions, and with applicable policies and procedures;
 - e) required resources are acquired and operated efficiently and effectively for the purposes and objectives of the Organisation, in accordance with the principle of sound financial management;
 - f) assets of the Organisation are safeguarded through the establishment and effective implementation of procedures to prevent, detect and recover errors and fraud.

ARTICLE 19

REVENUE ORDERS

- 1** The collection of any amount owing to EUMETSAT shall require the issue of a revenue order by the Authorising Officer.
- 2** Revenue orders of a value of EUR 2,500 or more shall be approved by the Financial Controller. The purpose of this approval shall be to establish that:
 - a) the revenue is charged to the correct budget item;
 - b) EUMETSAT is entitled to such collection;
 - c) the operation in question is in order and in accordance with the relevant provisions, particularly those of the budgets and of the Financial Rules.
- 3** The Accounting Officer shall have charge of the revenue orders which shall be passed on to him by the Authorising Officer. He shall use all diligence to ensure that the collection of the revenue of EUMETSAT is made at the proper time and that the rights of EUMETSAT are preserved.
- 4** The Director-General may authorise, without approval of the Council, the write-off up to a limit of 20,000 Euro per financial year of the aggregate amounts which have been invoiced by EUMETSAT and which have been determined uncollectible in accordance with a procedure laid down by the Director-General. The amount to be written off for a single invoice shall not exceed 10,000 Euro. The decision requires the approval of the Financial Controller. These amounts shall be updated every five years to reflect the average budgetary increase related to changes in economic conditions.

ARTICLE 20

COMMITMENT OF FUNDS

- 1 Any measure likely to involve expenditure against the current or any subsequent budgets must first be the subject of a proposal for a commitment of expenditure approved by the Authorising Officer.

Provisional commitments may be entered into for current expenditure.

- 2 Proposals for commitments shall show, in particular, the purpose, the estimated amount involved, the budget item to which the expense is to be charged, and the creditor; all proposals for commitments, except for trip requests and commitments of a value of less than EUR 2,500, shall also be approved by the Financial Controller.

The purpose of the Financial Controller's approval shall be to establish that:

- a) the expenditure is charged to the correct budget item;
- b) appropriations are available;
- c) the operation in question is in order and in accordance with the relevant provisions, particularly those of the budgets and of the Financial Rules.

- 3 Any refusal by the Financial Controller to approve must be the subject of a written comment giving the reasons for such refusal; it shall be notified to the Authorising Officer.

In the event of such a refusal to approve, except for cases where availability of the appropriations is in doubt, the Director-General may confirm the commitment of expenditure in a reasoned decision. The commitment shall then be considered to have been validly made. The Council and the External Auditor shall be informed whenever this provision is applied.

ARTICLE 21

CLEARANCE OF EXPENDITURE

- 1** The clearance of expenditure by the Authorising Officer shall verify:
 - a) the existence of the creditor's rights;
 - b) that the amount of the debt is correct;
 - c) the conditions under which the payment may be demanded.

- 2** Clearance of any expenditure shall be subject to the submission of supporting documents showing the creditor's rights.

The Authorising Officer empowered to clear expenditure shall carry out the verifications referred to in paragraph 1 or have them carried out under his responsibility.

- 3** Salaries, wages, emoluments and allowances shall be cleared for payment in accordance with the collective statements drawn up by the division responsible for staff matters except where individual clearance is required.

ARTICLE 22

PAYMENT ORDERS

- 1 Authorisation shall be the formal step whereby the Authorising Officer, by the issue of a payment order, authorises the Accounting Officer to pay an item of expenditure which he has approved and cleared.
- 2 Payment orders shall be prepared on the basis of the original supporting documents or, exceptionally, of certified copies of such documents. They shall show the numbers and dates of the corresponding approvals of the commitment.
- 3 All payment orders, except for those relating to trips or those of a value of less than EUR 2,500, shall also be approved by the Financial Controller.

The purpose of the Financial Controller's approval shall be to establish that:

- a) the payment order was properly issued;
 - b) the payment order corresponds to the commitment of expenditure and the amount thereof is correct;
 - c) the expenditure has been charged to the correct budget item;
 - d) appropriations are available;
 - e) the supporting documents (which can be in a scanned version in the electronic systems of EUMETSAT) are in order;
 - f) the creditor is correctly described;
 - g) where appropriate, there is an indication that the property in respect of which the expenditure was incurred has been entered in the inventory.
- 4 In the event of a refusal by the Financial Controller to approve, Article 20.3 shall apply.
 - 5 After approval by the Authorising Officer and, where applicable, by the Financial Controller, the original of the payment order together with the supporting documents shall be passed to the Accounting Officer.
 - 6 Cheques and Post Office giro or bank transfer orders shall require two signatures, one of these being that of the Accounting Officer.

ARTICLE 23

SUSPENSION OF PAYMENT

- 1** In the event of a material error, or of the validity of the discharge being contested, or of failure to observe the formalities prescribed by these Financial Rules, the Accounting Officer must suspend payment.
- 2** If payment is suspended, the Accounting Officer shall give reasons for such suspension in a written statement which he shall send to the Authorising Officer forthwith.

Except in cases where the validity of the discharge is contested, the Director-General may request in writing, on his own responsibility, that payment be effected notwithstanding the refusal to pay. The Council and the External Auditor shall be informed whenever this provision is applied.

ARTICLE 24

LIABILITY OF FINANCE OFFICERS

- 1** An Authorising Officer shall render himself liable to disciplinary action and, where appropriate, to payment of compensation if he enters into a commitment of expenditure or signs a payment order without complying with these Financial Rules.
- 2** The Financial Controller shall render himself liable to disciplinary action and, where appropriate, to payment of compensation if he exceeds the budget appropriations or if he is guilty of negligence in the performance of his duties.
- 3** An Accounting Officer shall render himself liable to disciplinary action and, where appropriate, to payment of compensation in the following cases:
 - a) if he does not suspend payment in cases of a material error or of the validity of the discharge being contested or of failure to observe the formalities prescribed by these Rules or the Financial Instructions;
 - b) if the payments made by him do not agree with the amounts on the payment orders;
 - c) if he effects payments to a party other than the lawful payee.

He shall be liable to disciplinary action and to payment of compensation when failing in the safe keeping of the monies, assets and documents in his charge or, in the correct execution of orders received by him in respect of the use and administration of bank and Post Office giro accounts.

ARTICLE 25

INVENTORY

- 1 A permanent financial inventory by number and value of all the property of EUMETSAT shall be established and maintained. Only individual assets of value exceeding 2,500 Euro shall be entered in the inventory. This amount shall be updated every five years to reflect the average budgetary increase related to changes in economic conditions.
- 2 All property, equipment and goods which are no longer needed shall be sold as long as they still have a market value. Sale of property shall be effected according to a procedure laid down by the Director-General.
- 3 A statement or report shall be drawn up by the Authorising Officer and approved by the Financial Controller whenever any property listed in the inventory is disposed of, scrapped or missing on account of loss, theft or for any other reason.

The statement or report must establish in particular any obligation that may devolve on an official of EUMETSAT or any other person to replace the item in question.

Under these conditions, the Director-General may authorise without approval of the Council the write-off up to a limit of 20,000 Euro of the net book value of individual assets subsequent to the disposal of obsolete or missing assets. This amount shall be updated every five years to reflect the average budgetary increase related to changes in economic conditions.

CHAPTER VI CONTRACTS

ARTICLE 26

CONTRACTS

- 1** Open tender shall be the normal procedure for the placing of contracts for the purchase and hire of goods and services.
Restricted tender may be applied after approval by the Council.
- 2** Invitations to open tender shall be made available to all Member States of EUMETSAT.
- 3** The contract shall be awarded to the contractor whose offer meets the requirements and is regarded the most advantageous as regards price, quality, running costs, technical/schedule performance and guarantees offered.
- 4** Contracts may be concluded directly without appealing to competition in each of the following cases:
 - the contract is not expected to exceed Euro 100,000;
 - because of unforeseeable events, goods or services are required extremely urgently;
 - only one source for the goods and services exists or for technical or legal reasons goods and services can only be provided by a specific contractor;
 - only one tenderer has replied to the Invitation To Tender and a reissue of the invitation is not likely to produce a better result.
- 5** Where the expected value of a single good or service does not exceed Euro 500, the contract may be placed against bill or invoice.
- 6** No contract of a value of EUR 2,500 or more may be concluded without prior approval from the Financial Controller.
- 7** Procurement proposals estimated to exceed Euro 1,500,000 are subject to approval by the Council prior to the issue of the invitations to tender. Contract proposals exceeding Euro 1,500,000 are subject to approval by the Council. Novel or contentious procurements shall be subject to Council approval regardless of value. In case of doubt on this, Council approval shall be sought.
- 8** The Director-General shall submit twice a year to the Council a list of all intended procurements for the next six months.

The Director-General shall also submit twice a year to the Council a list of all contracts awarded over the last six months.

CHAPTER VII ACCOUNTING

ARTICLE 27

ACCOUNTING

- 1** The accounting system shall be maintained on the basis of a plan of accounts in such a way as to permit the periodical issue of income and expenditure statements in accordance with the structure of the budgets.
- 2** For each financial year the Director-General shall establish a financial statement according to IPSAS 1.
- 3** The financial statement shall include:
 - a statement of financial position.
 - a statement of performance.
 - a statement of net assets.
 - a statement of cash flows.
 - explanatory notes.
- 4** The Director General shall prepare and submit to Delegate Bodies such other financial reports as they may require.
- 5** Reconciliation reserves are constituted by valuation differences due to the two distinct bases of Accounting and Budgets. The reconciliation reserves are derived from the reconciliation of accounting transactions against budgetary transactions and follow a firm allocation mechanism on a quarterly basis. The reconciliation reserves are not available for a reimbursement to Member and Cooperating States.

ARTICLE 28

FINANCIAL PLANNING

A financial plan for the following individual 9 years and an aggregate of all programme years thereafter shall be submitted to Council for information together with the draft budget. The financial plan shall include the estimate of expenditure, other income and contributions for each approved programme and the corresponding totals of all approved programmes. The financial plan shall not constitute any legal obligation for Member States.

ARTICLE 29

FINANCIAL ENVELOPES

- 1** Each programme shall have an approved financial envelope. The General Budget has a ceiling on contributions for a period of five years.

For the purpose of monitoring the financial envelopes, their estimated total costs shall be monitored (cost-at-completion of programmes).

The cost-at-completion of each programme shall be submitted to Council together with the yearly budgets as provided for in Article 10.3.
- 2** The estimated total costs on which financial envelopes are based shall be revised every year. All costs incurred under the programme for previous years shall be entered in the cost-at-completion as entered into the accounts and according to the economic conditions of the year in which they have been accounted for. These costs should be backdated to the economic conditions of the financial envelope in order to permit a comparison between these costs and the financial envelope. The factors shall be calculated on the basis of the contractually agreed price indices for industrial costs and of the price escalation used for the budget estimates for internal costs. Each year the cost estimates for future years shall be updated to take account of cost overruns of the envelope, price level variations, and modifications to the scope of the work of the programme resulting, inter alia, from technical changes and additional work to be performed. They shall then be re-conducted at the price level of the year in which the financial envelope was approved.

CHAPTER VIII AUDIT

ARTICLE 30

INTERNAL AUDIT

- 1** For the carrying out of his duties in Article 18.5 above, the Director-General shall be assisted by an internal audit function, which shall be independent from the operational activities of the Organisation and be responsible for assessing and reporting directly to the Director-General on the effectiveness of the internal controls system.
- 2** Focusing on significant financial risk areas, the internal audit function shall, for the purposes of the Financial Rules, evaluate the efficiency of the Secretariat's operations and their compliance with the EUMETSAT legal framework. In this regard, the internal audit function shall recommend to the Director-General any improvements or corrective action it may deem necessary and appropriate, and shall assess their implementation.
- 3** The internal audit function shall be responsible for all a-posteriori checks, taking into account transactions effected without a-priori checks by the Financial Controller.
- 4** The internal audit function shall conduct audits taking into account generally accepted internal auditing standards, suitably adapted to the specific conditions of the Organisation, and the internal audit charter established by the Director-General by instructions.
- 5** The Head of the internal audit function shall be accountable for internal audit activities.
- 6** The Head of the internal audit function shall present an annual internal audit plan and summary annual internal audit report to AFG focused on aspects relevant to the Financial Rules. AFG may suggest specific internal audit activities to the Director-General.
- 7** The Head of the internal audit function shall notify AFG of any instances of fraud. If such instances affect the Financial Statements, the Head of the internal audit function shall also notify the External Auditor.

ARTICLE 31

EXTERNAL AUDIT

- 1** The External Auditor shall be the Head of the Supreme Audit Institution (SAI) of a Member State and shall be appointed by and report to Council for a period of four years. The manner of appointment shall be determined by Council. The mandate of the External Auditor shall not be immediately renewable.
- 2** If the External Auditor ceases to hold office as Head of the SAI in his/her own country, his/her tenure as External Auditor shall be terminated and he/she shall be succeeded as External Auditor by his/her successor as Head of the SAI. The External Auditor may not be otherwise removed during his/her tenure of office except by Council.
- 3** The External Auditor shall be completely independent and solely responsible for the conduct of the audit. He/she may be assisted by his/her staff as appropriate.
- 4** The services of the External Auditor may be remunerated or only travel and subsistence expenses may be paid.
- 5** The Director-General shall afford the External Auditor and his/her staff all such facilities that he/she deems necessary for the performance of his/her duties. The External Auditor and his/her staff shall have personal access to all documents of EUMETSAT which the External Auditor deems necessary to carry out the audit. In order to preserve the confidentiality and inviolability of EUMETSAT documentation, the documentation necessary for the audit shall remain within the EUMETSAT premises. The External Auditor and his/her staff shall respect the privileged and confidential nature of any information which has been made available and shall not use it except in direct connection with the performance of the External Auditor's duties.
- 6** The duty of the External Auditor shall be to provide an opinion on whether the financial statements give a true and fair view of the financial situation and operations of the Organisation, and have been prepared in accordance with the Financial Rules and EUMETSAT Council decisions, and whether all financial transactions have been processed in a lawful and regular manner and the financial management has been sound.

In addition, to his/her responsibility for auditing the accounts, the External Auditor shall make any appropriate comments on all financial concerns and administrative practices he/she deems necessary.
- 7** Upon proposal by the External Auditor, the Council may request him/her, on a case by case basis, to carry out specific performance audits and to issue separate reports on the results.

- 8** The audit shall be conducted in conformity with the International Standards of Supreme Audit Institutions (ISSAI), including the International Standards on Auditing (ISA), set up by the International Organization of Supreme Audit Institutions (INTOSAI).
- 9** The Director-General shall submit the signed financial statements and any other information required to the External Auditor by 1 March following the end of the financial year to which the financial statements relate. The letter of representation required in accordance with ISA shall be provided at the same date.

During the on-site audit activities the External Auditor shall present any misstatement he/she has identified during the audit to the Director-General. The Director-General shall then decide if the financial statements shall be corrected.

The Director-General shall authorise the financial statements for issue and shall submit them to the External Auditor immediately after the end of the on-site audit activities. The issue date shall be documented through the signature of the end of audit Letter of Representation by the Director-General.

The External Auditor shall issue his/her opinion and a report to Council on the audit of the financial statements not later than 31 March following the end of the financial year. The audit opinion and audit report shall be based on the financial statements authorised for issue by the Director-General. The External Auditor shall not include any observations in the audit report without first affording the Director-General the opportunity to comment.

The financial statements, the External Auditor's opinion, the audit report and the Director-General's comments to the audit report, shall be submitted to Delegate Bodies by 1 May at the latest.

- 10** The Council shall decide on the discharge to the Director-General in respect of the implementation of the budgets of a given year before the end of the following year.
- 11** The External Auditor or his/her representative shall present the audit report to AFG and Council.
- 12** The External Auditor and members of his/her staff who have participated in the audit may not be recruited by EUMETSAT during the two financial periods following completion of the term of appointment.

CHAPTER IX FINAL PROVISIONS

ARTICLE 32

TRAVEL AND SUBSISTENCE EXPENSES

- 1** Travel and subsistence expenses of the Chairman of the Council and of the Chairmen of subsidiary bodies and working groups of EUMETSAT shall be reimbursed.
- 2** Travel and subsistence expenses of experts and consultants in connection with special tasks assigned to them by the Council may be reimbursed upon decision of the Council.

ARTICLE 33

FINANCIAL INSTRUCTIONS

The Director-General shall establish such detailed financial instructions in conformity with these rules as are necessary to ensure effective financial administration.

ARTICLE 34

ENTRY INTO FORCE¹

These rules shall become effective as decided by Council.

¹ As decided at the 45th Council, these Rules entered into force on the same date as the Amended Convention, i.e. 19 November 2000.

GUIDELINES ON FINANCIAL CONTROL

The financial control function required clarifications in a number of areas. Council tasked the AFG to review the function and, if appropriate, to make proposals on the definition of financial control and on procedures concerning amendments to the Financial Rules affecting Financial Control.

The review led to the following result:

It is recognised that at EUMETSAT there is need for a-priori financial control, which is independent from the management function.

1 A-PRIORI FINANCIAL CONTROL

1.1 Separation from Management tasks

The financial control function is clearly separate from the management function. Whereas the management acts, i.e. prepares the decisions on the basis of proper documentation, the Financial Controller performs the controls foreseen in the Financial Rules of these decisions on the basis of this documentation.

1.2. Financial Control tasks

According to Article 18.3 of the Financial Rules, the Financial Controller shall be responsible for the supervisory tasks provided for in these Financial Rules, i.e. the tasks mentioned in Articles 19, 20, 22, 24, 25 and 26 of the Financial Rules (or any additional task which may be incorporated in the Financial Rules in the future).

In the areas thus defined, he shall not only control compliance with the Financial Rules, but also with the decisions of Council (or other delegate bodies, where appropriate) which are relevant to the case.

In case the Financial Controller does not approve a contract under Article 26.6 of the Financial Rules, it is the interpretation of the Council that he cannot refuse approval for the same reason as for the non-approval of the related commitment of expenditure.

1.3 Documentation requirements

In order to assist the Financial Controller in the performance of his tasks, the Management has a duty of documentation towards the Financial Controller, i.e. all information which the Financial Controller requires in his control process shall be made available to him. In case the Financial Controller finds the documentation inadequate or inappropriate for his approval, he can withhold his approval, notify the Director-General in writing of the reasons for the non-approval and, if necessary, inform AFG in his regular reports.

1.4 Value for money evaluation

In addition to the tasks under 1.2, the Financial Controller has the duty to check whether a value for money evaluation has been properly conducted by the Management. The term “properly” means that the Financial Controller should check the plausibility of the evaluation (for example, that the evaluation has not been done correctly because of evident flaws).

Should the Financial Controller have concerns regarding value for money, this is no reason for him to withhold his approval. He can notify the Director-General in writing of his concerns and inform AFG in his regular reports.

1.5 Currency exchange and short term investments

Currency exchange and short term investments with the EUMETSAT banks are contracts, which according to Article 26.6 of the Financial Rules may require a-priori approval of the Financial Controller depending on their value. The requirement of open tender for all EUMETSAT’s contracts (Article 26.1) makes it impossible to get the a-priori approval for currency exchange and investment transactions, because the market conditions are so instantaneous. It is therefore agreed that the bank transactions are contracted verbally over the telephone and that the required a priori approval by the Financial Controller is provided on the written confirmation to the selected bank.

1.6 Compliance of internal instructions

In case a decision or an action is submitted to the Financial Controller for approval, which the Financial Controller considers to be based on an internal instruction which he considers “illegal”, (i.e. not in line with the existing Rules or other provisions of equal legal quality), he can withhold his approval in a reasoned manner and report to the appropriate Delegate Body.

1.7 Advisory role

The Financial Controller can give advice to the Director-General in all matters relevant to Financial Control, as long as such advice does not interfere with the Financial Controller’s own responsibilities.

1.8 Tender Evaluation Boards

The Financial Controller has the right to attend all Tender Evaluation Boards in the capacity of an observer. In this capacity, he shall not participate in the decision process of the Tender Evaluation Boards.

2 REPORTING

There should be a report of the Financial Controller at least to each ordinary AFG meeting. The format of the report will be developed over time.

3 INDEPENDENCE

The independence of the Financial Controller shall be safeguarded as follows:

3.1 Appointment and Dismissal

The staff of EUMETSAT are appointed and dismissed by the Director-General (Article 1 of the Staff Rules). Council approval for appointments and dismissals is limited to the Director-General himself and Senior Staff. The Financial Controller shall therefore be considered Senior Staff, but only in so far as the procedures for appointment and dismissal are concerned. This special procedure shall not apply to the other staff members within the Financial Controller's office who will continue to be appointed by the Director-General.

3.2 Staff Reports

The Financial Controller is responsible directly to Council. He does not therefore report to the Director-General and is, consequently, exempted from the reports under the procedure foreseen in Article 8 of the Staff Rules.

For the reports of the staff members within the Financial Controller's office, Article 8 of the Staff Rules and the relevant Staff Instructions apply. The Financial Controller shall act as reporting officer.

EUMETSAT STAFF RULES

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CHAPTER I

RIGHTS, OBLIGATIONS AND RESPONSIBILITIES

ARTICLE 1

GENERAL PROVISIONS

- 1** For the purpose of these Staff Rules, a "staff member" means any employee of EUMETSAT who holds a letter of appointment subject to the provisions of these Rules.
- 2** These Rules define the rights, benefits, duties and responsibilities of a staff member.
- 3** These Rules shall apply to all staff members. The Council shall decide to which extent these Rules apply to the Director-General.
- 4** These Rules shall not apply to experts and consultants of EUMETSAT except as may be provided in special Rules for them, or pursuant to the terms of their appointment by the Director-General.
- 5** The appointing and dismissing authority shall be:
 - a) the Council in respect of the Director-General,
 - b) the Director-General in respect of the staff members.
- 6** The Council shall approve the appointment and dismissal of senior staff. For the purpose of appointment and dismissal, the term senior staff shall be understood to mean the Directors of Department and the Financial Controller.
- 7** Specific job descriptions shall be laid down by the Director-General for each of the posts covered by these Rules. They shall be taken as a basis for allocating the appropriate grade, taking into account the nature of the duties involved, the level of responsibility and the qualifications required. The Director-General shall inform the Council of any changes in job descriptions when submitting the draft budgets. Council shall approve the grading of senior staff posts.

ARTICLE 2

DUTIES AND RESPONSIBILITIES

- 1** As the objectives of EUMETSAT are international in character, a staff member shall carry out his duties and conduct himself solely with the interest of EUMETSAT in mind; he shall neither seek nor take instructions from any government, authority, organisation or person outside EUMETSAT.
- 2** A staff member shall be subject to the authority of the Director-General and shall be responsible to him for the performance of his duties. In the performance of his duties as referred to in Article 18 of the Financial Rules of EUMETSAT the Financial Controller shall be subject only to the authority of the Council and shall be responsible only to the Council in the performance of his duties.
- 3** Staff members shall conduct themselves at all times in a manner compatible with their status as international civil servants. They shall avoid any kind of public pronouncement which might adversely reflect on EUMETSAT and on their status as international civil servants. While they are not expected to give up their national sentiments or their political and religious convictions, they shall at all times bear in mind the reserve and tact incumbent upon them by reason of their international status.
- 4** A staff member may neither seek nor accept from any source, whether directly or indirectly, any material or other benefit, the conferring of which might bring him into conflict with the obligations referred to in paragraphs 1, 2 and 3.
- 5** A staff member shall select a place of residence which will not interfere with the performance of his duties.
- 6** A staff member may not publish or have published or make any public statements on, whether on his own initiative or in collaboration with others, any matter dealing with the work of EUMETSAT, save with the consent of the Director-General. Any refusal of consent to a publication shall be explicit and supported by valid reasons.
- 7** Industrial property rights relating to work done by a staff member in the course of his duties shall be vested in EUMETSAT unless EUMETSAT waives them in favour of the staff member.
- 8** As regards copyright relating to work done by a staff member in the course of his duties, the staff member shall be bound to transfer such copyright to EUMETSAT if EUMETSAT asks him to do so.
- 9** Within the framework of the provisions of paragraphs 6, 7 and 8, the rights of the staff member in respect of industrial property rights and copyright shall be determined by the Council.

- 10** In the case of an invention made by a staff member and giving rise to an application for protection from EUMETSAT, an indemnity shall be paid to the staff member by EUMETSAT. The Council shall determine the procedures for implementing these provisions and the amount of each indemnity.
- 11** A staff member who wishes to engage in a secondary activity, of whatever nature, or to continue a secondary activity in which he was engaged prior to taking up his appointment, must seek the authorisation of the Director-General for so doing. Authorisation shall be considered to have been granted if it has not been expressly refused within a period of three months.
- 12** The authorisation referred to in paragraph 11 shall be granted only if the activity in question will not interfere with the performance of the staff member's duties and is compatible with his position as a staff member of EUMETSAT. Should the activity in question cease to meet the conditions laid down in this paragraph, authorisation shall be withdrawn.

ARTICLE 3

PRIVILEGES, IMMUNITIES AND PROTECTION OF STAFF MEMBERS

- 1** Should the privileges and immunities enjoyed by a staff member under the terms of the Protocol on the Privileges and Immunities of EUMETSAT be jeopardized at any time, the staff member concerned must immediately inform the Director-General.
- 2** EUMETSAT shall assist a staff member, or a former staff member, in any action brought against the authors of damage or injury to which the staff member, or former staff member, may be exposed by reason of his office or duties, particularly in any action brought against the authors of threats, insulting words or behaviour, slander or physical assault to his person or members of his family living in his household, or against the authors of threats or injury to their property.
- 3** EUMETSAT shall compensate a staff member, or a former staff member, for the material damage or injury referred to in paragraph 2 if he has not wilfully or through serious negligence himself been the cause of such damage or injury, and insofar as he has been unable to obtain redress from its authors.
- 4** To the extent to which he receives compensation from EUMETSAT for the damage or injury referred to in paragraph 2, a staff member, or a former staff member, shall make over to it any claims he may have against the authors of such damage or injury.

CHAPTER II

RECRUITMENT, CONTRACTS AND TERMINATION OF EMPLOYMENT

ARTICLE 4

RECRUITMENT

- 1** Recruitment must be so designed as to secure for EUMETSAT the services of officials of the highest ability, efficiency and integrity, account being taken of the international character of EUMETSAT.
- 2** Sufficient publicity must be given to Member States of any vacancy to enable the greatest possible number of candidates to compete. The period allowed for submission of applications after the issue of a vacancy notice shall be determined by the Director-General, but in all cases the period shall be at least six weeks.
- 3** The staff members shall be informed of each vacant post for which a recruitment procedure will take place.
- 4** Recruitment for posts for which the Director-General is the appointing authority shall be effected after receiving the advice of the Director of Administration, the Director of Programme Development, the Director of Operations and the Director of Technical and Scientific Support.
- 5** Recruitment of staff members will be limited to nationals of the Member States of EUMETSAT. In exceptional cases, the Council may waive this requirement. In recruiting staff members, the geographical distribution will be taken into account.
- 6** In principle, a staff member will be engaged at the lowest step of the grade of the post for which he is selected. Recruitment may, however, be at a higher step where this is justified by particular qualifications and experience.
- 7** A staff member may, exceptionally, be recruited at a lower grade within the same category than the approved grade of the function he will occupy if he does not, in full, have the necessary qualifications normally required for the relevant level of function, and if no other suitable candidate is available.
- 8** The appointment of a staff member may not be subject to any conditions of sex, marital status, race or religion. The appointment of a staff member is subject to his possession of full civil rights.
- 9** Engagement of a staff member shall be subject to a certificate from a doctor approved by EUMETSAT stating that the candidate has the requisite physical fitness for employment with EUMETSAT and for the duties of his post and that he is free from any defect or disease which would represent a risk to others.

ARTICLE 5

CONTRACTS

- 1** Two types of contracts may be awarded:
 - a) fixed-term renewable 2 to 5 year contracts; a second or subsequent contract may be for any period of time up to a maximum duration of five years.
 - b) contracts of indefinite duration. Contracts of type b) can only take effect after at least nine years of service under contracts of type a). The Director-General may award indefinite contracts only in exceptional cases with Council's approval.
- 2** In a letter of appointment it shall be mentioned for which function the staff member has been recruited, the grade and step, the starting date, the effective incremental date, the duration of the contract and the salary and allowances, to which the staff member is entitled. The letter of appointment shall furthermore specify that the appointment is subject to the provisions of these rules including any amendments which may be made thereto.
- 3** The Director-General shall inform a staff member in writing nine months before the termination of the contract of the staff member concerned whether or not he intends to offer him a further contract. However, if the second or subsequent contract is of nine months' duration, or less, the notification to inform the staff member in writing nine months before the termination of the contract may be waived by the mutual consent of the Director-General and the staff member concerned.
- 4** The age limit for service is sixty-five.

ARTICLE 6

ASSIGNMENT

- 1** The Director-General may transfer a staff member to fill a post other than that to which he is appointed. Functions and responsibilities related to this post must be of a comparable level to those of the post to which the staff member is appointed.
- 2** A staff member who is called upon to perform temporarily the duties of a staff member in a higher grade shall receive from the beginning of the third month of such temporary duties an allowance equal to twice the difference in the basic salary between the first and second step in his grade.
- 3** The duration of such temporary duties shall not exceed one year, except where, directly or indirectly, the posting is to replace a staff member who is seconded to another post in the interests of the service or absent on protracted leave.

ARTICLE 7

PROBATION

- 1 A staff member shall serve a probationary period before his appointment may be confirmed. The period of probation shall be six months unless extended.
- 2 One month at the latest before the end of a staff member's period of probation, a report shall be made on his ability to discharge the duties incumbent upon him and on his efficiency and conduct in the service. This report shall be communicated to the staff member concerned who may submit any observations in writing.
- 3 On consideration of the report referred to in paragraph 2, the Director-General shall decide either to confirm the appointment of the staff member concerned, or to terminate his employment. Before the Director-General decides in the negative way, he shall hear the staff member concerned.
- 4 In exceptional cases, the Director-General may decide to extend the period of probation for a maximum of three months before reaching a final decision.
- 5 In cases of obvious unsuitability of a staff member on probation, a report may be drawn up before the end of the period provided for in paragraph 2. On consideration of this report, the Director-General may decide to terminate the employment of the staff member concerned, following the rule mentioned in the second sentence of paragraph 3, before the end of the period of probation.
- 6 A staff member who is dismissed during or on completion of his period of probation shall receive compensation equal to two months' basic salary if he has completed at least six months' service and to one months' basic salary if he has completed less than six months' service, unless he is offered a post in the same grade in EUMETSAT or he is appointed to a vacant post in another international organisation of a comparable remuneration or, if he is employed in the public service, he has been immediately reintegrated in his national, civil or military administration.
- 7 A staff member may submit his resignation at any time during his period of probation. It shall be accepted with effect from the date proposed by the staff member, which may not be later than the date on which the period of probation would normally have ended.

ARTICLE 8

STAFF REPORT

- 1** A report on staff members, with the exception of the Financial Controller, shall be made by the Director-General or by the relevant Director of Department or Head of Division:

 - a) before the completion of their probationary period (see Article 7);
 - b) thereafter at least once every two years.
- 2** The report shall show the proficiency of the staff member concerned and shall include, when appropriate, proposals for advancement, transfer or termination of contract.
- 3** Before the ultimate signing of the report by the Director-General or by the relevant Director of Department or Head of Division, it should be communicated to the staff member concerned who may submit any observations in writing on the report and may ask for the report to be discussed.
- 4** A copy of the report shall be submitted to the staff member concerned if he so wishes.

ARTICLE 9

PENSION SCHEMES AND RETIREMENT

- 1 A staff member shall become eligible for a retirement pension at the age laid down in Annex VI.
- 2 The rights and obligations of a staff member in respect of his pension are laid down in Annex VI.
- 3 Pension rights shall continue to accrue to a staff member continuing to be employed after pensionable age, but his pension shall not exceed the maximum amount as mentioned in the Pension Scheme Rules.
- 4 If a staff member retires before pensionable age, payment of his retirement pension shall be deferred until he reaches that age.

However, a staff member who retires before pensionable age may request early payment of his pension at a reduced rate, provided he has reached the minimum age laid down in Annex VI.

- 5 A staff member found by the Invalidity Board to fulfil the requirements of the Pension Scheme Regulations relating to permanent total invalidity shall cease to perform his duties and shall receive an invalidity pension according to the Regulations of the Pension Scheme in this respect.
- 6 Chapter XII of Annex VI-A shall apply to staff members whose service began in one of the other Coordinated Organisations before 1 July 1974 and who took up duty at EUMETSAT on or after 1 July 2012.

ARTICLE 10

TERMINATION

- 1** EUMETSAT has the right to terminate contracts for the following reasons:
 - a) if the staff member does not give satisfactory service, or is incapacitated for service;
 - b) if the country of which he is a national ceases to be a member of EUMETSAT, unless otherwise decided by the Council;
 - c) as a result of disciplinary action;
 - d) if the post which he holds is eliminated.
- 2** The termination of a contract shall be notified in writing to the staff member concerned.
- 3** If the staff member is absent on sick leave at the time of notification of the termination of his contract, the period of notice to which he is entitled shall be prolonged by the time of that sick leave after the notification, notwithstanding the provisions given in Article 12, paragraph 2 and Article 34.

ARTICLE 11

RESIGNATION

- 1** A staff member wishing to resign shall give advance notice of his intention in writing to the Director-General through his Head of Division or Director of Department.
- 2** The Director-General shall acknowledge receipt of the resignation. This resignation is then irrevocable unless otherwise mutually agreed.
- 3** Resignation shall not be a reason to preclude disciplinary action.

ARTICLE 12

SEPARATION

- 1 Apart from death, separation from EUMETSAT may take one of the following forms:
 - a) resignation: a separation initiated by the staff member himself (see Article 11);
 - b) termination of contract: when not offered a further contract (see Article 5) or on the initiative of the appointing authority during the period of contract;
 - c) dismissal: a disciplinary separation (see Article 36);
 - d) retirement (see Article 9);
 - e) discharge as a result of reduction of establishment (see Article 10).
- 2 A separation in a form as given in a), b) and e) of paragraph 1 will not become effective during a period when a staff member is on sick leave or on extended sick leave as provided for in Article 34. The staff member may request the Director-General in writing for this provision to be lifted.

ARTICLE 13

PERIOD OF NOTICE

- 1 During the probationary period a staff member may resign at any time.
- 2 After the confirmation of his appointment, a staff member may resign by giving a three months' notice.
- 3 The appointing authority may terminate a fixed term contract with a period of notice of three months and an indefinite contract with a period of notice of six months.
- 4 In special circumstances and during the period of notice, a staff member can be released from his duties without loss of income.

CHAPTER III
SALARIES AND ALLOWANCES

ARTICLE 14

GENERAL PROVISIONS

- 1** A staff member who is duly appointed shall be entitled to the remuneration carried by his grade and step. He may not waive his entitlement to remuneration.
- 2** Unless otherwise specified, remuneration or emoluments shall comprise basic salary and, where appropriate, any allowance and indemnity.
- 3** Remuneration shall be paid in the local currency of the duty station except in the case where an education allowance will be paid for a child attending an educational establishment outside the host country in which case the allowance will be paid in the currency of that country.
- 4** Remuneration of the staff members shall be subject to reviews and may be adjusted by the Council.
- 5** In the event of a staff member's death, the surviving spouse or dependants shall receive the deceased's full remuneration until the end of the third month after the month in which the death occurred. Travel expenses and removal expenses for the surviving spouse and/or dependent child(ren) will be reimbursed in accordance with Article 23.2 and Article 25, respectively.
- 6** Unless specified otherwise in the Staff Rules and Staff Instructions, remuneration shall be paid monthly in arrears into the staff member's bank account.
- 7** The amounts of basic salary and other elements of remuneration are fixed in Annex I. These amounts are net amounts after the application of the internal tax in Annex II.
- 8** Where spouses employed by EUMETSAT or by another international organisation are both entitled to family allowances (household allowance, dependants' allowance, education allowance), these shall be payable only to the person whose basic salary is the highest.

- 9** For the purposes of these Staff Rules, a registered partnership is a partnership of mutual dependence between two partners that has been recognised by law in one of the EUMETSAT Member States.

Staff members who have entered into such a partnership shall be considered as married staff members and their partners as spouses under these Staff Rules, provided that all of the following conditions are met:

- a) the partner must be at least 18 years old;
- b) the partnership can only be with one person at a time;
- c) no family relationship between the partners exists that would preclude their marriage under the relevant national law; and
- d) neither of the partners is married or has already entered into another registered partnership. For any such relationship, proof must be produced that it has been legally terminated.

ARTICLE 15

HOUSEHOLD ALLOWANCE

- 1** The household allowance shall be 6% of the basic salary of a staff member; the monthly amount thereof shall not, however, be less than the corresponding amount payable to a staff member in grade B3, step 1.
- 2** The household allowance shall be granted:
- a) to a married staff member; or
 - b) to a staff member who has one or more dependants within the meaning of Article 16.
- 3** In the case of a married staff member who has no dependants and whose spouse is gainfully engaged, the allowance payable, within the overall maximum of 6% of the basic salary and the minimum laid down in paragraph 1 above, shall be equal to the difference between the basic salary carried by grade B3, step 1, increased by the amount of the allowance to which the staff member is theoretically entitled, and the amount of the professional income of the spouse. If the latter amount is equal to or more than the former, the staff member shall not be entitled to the allowance.

ARTICLE 16

DEPENDANTS' ALLOWANCE

- 1 A dependants' allowance shall be payable under the conditions laid down in this Article to a staff member who has:

- one or more dependent children;
- one or more handicapped children;
- one or more other dependants.

I. Dependent Children

- 2 "Dependent child" means the legitimate, natural or adopted child of a staff member or of his spouse, who is mainly and continuously supported by a staff member and who is not gainfully employed.

The same shall apply to:

- a) a child for whom an application for adoption has been lodged and the adoption procedure started; and
- b) any other child who has been given a home by the staff member and to whom the Director-General has granted dependant status.

- 3 The allowance shall be granted:

- a) automatically for children under eighteen years of age;
- b) on application by a staff member with supporting evidence, for children between eighteen and twenty-six who are receiving educational or vocational training.

- 4 Payment of the allowance in respect of a child prevented by serious illness or invalidity from earning a livelihood shall continue throughout the period of that illness or invalidity, irrespective of age.

- 5 The amount of the allowance shall be as defined in Annex I.

II. Indemnity for handicapped child and reimbursement of educational or training expenses related to the handicap

- 6 Any official with a dependent child medically certified as suffering from a handicap and necessitating either special care, supervision or special education or training, not provided free of charge, may claim under these provisions, whatever the age of the child.

7 Entitlement

- i) Entitlement to the indemnity and reimbursement of expenses under these rules shall be by decision of the Director-General having regard to the nature and degree of the handicap.
- ii) The Director-General shall consult a board which he shall constitute for the purpose and which shall include at least one independent medical practitioner.
- iii) The decision shall specify the period of the entitlement, subject to review.

8 Assessment of the nature and degree of the handicap

- i) The criterion for assessing entitlement to the benefits specified in Article 16-II shall be the serious and continuing impairment of physical or mental activities.
- ii) Children may be deemed to be handicapped when they suffer from:
 - serious or chronic affection of the central or peripheral nervous system, however caused, such as encephalopathies, myelopathies or peripheral paralysis;
 - serious affection of the locomotive system;
 - serious affection of one or more sensory systems;
 - chronic and disabling mental illness.
- iii) The above list is not exhaustive but indicative only. It does not constitute the definitive basis for assessing the degree of handicap.

9 Expenses taken into account for reimbursement

- i) A claim for reimbursement under these Rules shall be made solely in relation to expenses incurred in order to provide the handicapped child with education or training specially adapted to his needs and designed to obtain the highest possible level of functional capability and which are not of the same kind as those taken into account for the purposes of the education allowance.
- ii) The Director-General shall assess the reasonableness of the expenses for which reimbursement is claimed.

10 Amount of the indemnity and rate of reimbursement

- i) The amount of the indemnity for a handicapped child shall be equal to the amount of the dependent child allowance and shall be additional thereto.
- ii) Reimbursement of education or training expenses described in Article 17-III, shall be at the rate of 90 per cent.

11 Non-cumulation

- i) Any official receiving the indemnity for a handicapped child must declare payments of a similar nature received from any other source by himself, his spouse or the handicapped child. Such payments shall be deducted from the indemnity paid under these Rules.
- ii) The amount of expenses incurred as defined in paragraph 9 above, shall be calculated after deduction of any payment received from any other source for the same purpose.

12 Period of application

The provisions relating to expenditure on education or training shall come into force on 1 January 1992 and shall be reviewed with a view to possible change on 1 July 1994.

III. Other Dependants

- 13** An allowance equal to the amount of the allowance for a dependent child may be granted by the Director-General on the basis of supporting evidence where a staff member or his spouse mainly and continuously supports a parent or other relative, by blood or marriage, by virtue of a legal or judicial obligation, if such a notion exists under the national law of such staff member. If such a notion does not exist, the extent of the obligation shall be assessed by analogy, according to the circumstances so as to achieve equality of treatment among all members of the staff.

ARTICLE 17

EDUCATION ALLOWANCE

I. Conditions of Award

- 1 Staff members entitled to the expatriation allowance with dependent children as defined according to the Staff Rules, regularly attending on a full-time basis an educational establishment, may request the reimbursement of educational costs under the following conditions:
 - a) in respect of children in compulsory education up to completion of secondary level of education,
 - b) in respect of children at post-secondary level of education for studies carried out in the country of which the staff member or the child's other parent is a national or in the duty country. If duly justified by the staff member, for reasons of continuity in following an educational cycle or if educational costs are lower in a third country, an exception to this rule can be granted by the Director-General.

2 Exceptions

- i) By way of exception, staff members not qualifying under the terms of paragraph 1 above may request payment for education in any of the following situations:
 - a) subject to a decision of the Director-General, the allowance can be granted for education in the duty country, if no school or university corresponding to the child's educational cycle is available within 80 km distance from the official's duty station or home, or,
 - b) in the case of transfer or recruitment from another international organisation where the staff member was entitled to the education allowance, and a dependent child must, for imperative educational reasons, continue an educational cycle commenced prior to the date of transfer or recruitment other than for post-secondary level education and which is not part of the national educational system of the host country.

Entitlement to the education allowance resulting from the application of paragraph 2.i.b above, may not exceed the duration of the educational cycle.

- ii) The Director-General may decide whether to grant exceptionally the education allowance to staff who are not entitled to the expatriation allowance and who are not nationals of the duty country provided they were granted an education allowance or reimbursement of educational costs before their recruitment by EUMETSAT.

- 3 Entitlement to the education allowance shall start on the first day of the month during which the child begins to attend school and not earlier than the age corresponding to the compulsory age of education of the national system followed by the school. It shall finish when the child stops full-time studies, or not later than the end of the month in which the dependent child allowance will no longer be paid.
- 4 Unless otherwise stated production of bills, paid invoices or receipts will be required for the reimbursement of educational costs mentioned in paragraph 5 below, except if such items are included in a possible lump sum payment as defined in paragraph 7 and the Appendix.

II. Expenditure for Educational Purposes

- 5 The following items of expenditure shall be taken into account for the reimbursement of educational costs:

- a) school or university registration fees;
- b) general fees for schooling and education charged by the education establishment.

Expenses on special courses and activities that are not normally part of the child's basic course of studies shall not be taken into account. Under no circumstances shall the cost of related equipment be reimbursed;

- c) examination fees;
- d) tuition fees for private lessons on condition that:
 - tuition is given in subjects which are not contained in the child's syllabus but are part of the compulsory national education programme of the country of which the staff member is a national, or
 - tuition is required to enable the child to adjust to the educational curriculum of the institution attended, or to enable the child to become familiar with the language spoken in the area in which the child lives if the education is given in another language.

In all these cases, tuition fees may be taken into account for an adjustment period of not more than two years;

- e) daily expenses on travel between the educational institution and home by public transport or school bus. Reduced fares must be taken into consideration. Where a private car is used or when no public transport or school bus is available, an amount equal to 10% of the dependent child's allowance shall be taken into account;

- f) where the child does not live at the staff member's home, expenditure on half-board, or on board and lodging, is paid against bills, paid

invoices or receipts up to the limit of 2 times the annual dependent child allowance of the country in which the child studies. If no bills, paid invoices or receipts are provided, 1.5 times the annual dependent child allowance shall be taken into account,

- g) purchase of school books as required by the curriculum and compulsory school uniforms.

III. Amount of Reimbursement

- 6** Reimbursement of educational costs mentioned in paragraph 5 above shall be made according to the rates, ceilings and conditions below, each case being treated individually:

- a) Standard rate: 70% of the educational costs up to a ceiling of 2.5 times the annual amount of the dependent child allowance;
- b) Country of nationality rate (if different from country of duty): 70% of educational costs up to a ceiling of 3 times the annual amount of the dependent child allowance if the child is educated in a country of which the staff member or the other parent is a national;
- c) Increased rate: 70% of educational costs up to a ceiling of 4 times the annual amount of the dependent child allowance provided that:
 - i) educational expenditure as defined in paragraphs 5 a) and b) is excessively high;
 - ii) such costs are for education up to completion of the secondary cycle; and
 - iii) are incurred for imperative educational reasons;
- d) Exceptional rate: up to 90% of total educational costs up to a ceiling of 6 times the annual rate of the dependent child allowance provided that:
 - i) educational costs as defined in paragraphs 5 a) and b) are exceptional, unavoidable and excessively high, according to the judgement of the Director-General;
 - ii) such costs refer either to education up to completion of the secondary cycle or are costs as defined in paragraphs 5 a) and b) for the post-secondary cycle; and,
 - iii) costs are incurred for imperative educational reasons.

- 7** For the application of paragraph 6, the Council may authorise the Director-General to reimburse educational costs referring to paragraphs 5 c) to g) on a lump sum basis in accordance with the Appendix below.

- 8 Children over 18 years, whose educational establishment is more than 300 km away from the duty station, are entitled to one round trip per year to the duty station or the home leave destination on condition that the amount does not exceed the cost of one round trip between the duty station and the place approved for home leave. In addition children under 18 years, whose educational establishment is more than 300 km away from the duty station, are entitled to reimbursement of 70% of the cost of two further round trips per year on condition that the amount of each trip does not exceed the equivalent percentage of the cost of a round trip between the duty station and the place approved for home leave. In both cases mentioned above, the home leave travel will replace one educational trip in the year when home leave is taken. It shall be reimbursed according to Article 23 of the Staff Rules.
- 9 No reimbursement of educational costs will be made unless admissible costs listed in paragraph 5 are higher than an amount equivalent to the annual expatriated child allowance. In those cases where reimbursement is made, the amount equivalent to the annual expatriated child allowance shall be deducted from the amount paid.
- 10 The amounts of any allowance received from other sources (scholarships, study grants, etc.) as well as other reimbursements of school costs from other sources for the education of the dependent child, shall be deducted from the expenditure incurred for education mentioned in paragraph 5 above.

IV. Payment of the Reimbursement

- 11 At the beginning of each school year a staff member requesting reimbursement of educational costs shall inform the administration as fully as possible of the expenditures which will be incurred for the education of each child. At the end of the school year the staff member shall provide evidence of reimbursable expenditure during the school year in order to allow the final calculation of the reimbursement, according to provisions set out in paragraph 4 above.
- 12 The Director-General shall decide on the modalities of the reimbursement of the educational expenditures mentioned under paragraph 5 above.
- 13 The staff member shall inform the administration of any changes of circumstances which affect the entitlement to or the level of the reimbursement of educational costs and of any allowance (scholarships, study grants, etc.) and other reimbursements of educational costs, received from another source.
- 14 In the case of International Schools, such as the “European School in Frankfurt”, EUMETSAT may make direct payment of school fees on behalf of the staff member. The staff member shall reimburse EUMETSAT for any amount in excess of his entitlement to educational allowance calculated in accordance with paragraph 6 above.

Exceptionally, and at the written request of the staff member, this payment schedule may be varied where paragraph 6 above applies to school fees are invoiced in three instalments or less. The payments shall not exceed one third of the annual admissible allowance where three instalments are made and proportionally for fewer instalments.

- 15** A staff member leaving EUMETSAT shall reimburse the Organisation for any payment made by EUMETSAT in excess of the accrued entitlement to education allowance at the date of leaving.

V. Implementation

- 16** Notwithstanding the specific competencies conferred in the provisions above on the Council, the Director-General shall establish instructions for implementation of these rules.

VI. Transitional Measures

- 17** Children of staff members who will no longer be entitled to the education allowance when these rules have entered into force, will nevertheless be covered by the previous rules until they have finished the educational cycle (primary, secondary, post-secondary) they attended at the beginning of the academic year in question.

VII. Entry into Force

- 18** The terms of application of the education allowance shall come into force at the beginning of the school year 2006/2007.

Appendix to Article 17

Since Article 17.7 authorises Council to choose whether to reimburse part of the educational costs on a lump sum basis, this Appendix provides the rules to follow if such a decision is made.

- 1** It is stated in Article 17.7 that for the application of Article 17.6, Council may authorise the Director-General to reimburse educational costs, referring to Articles 17.5 c) to g), on a lump sum basis. In this case Council shall decide within the ceilings foreseen in Article 17.5 f) and Article 17.6, the rate of reimbursement and the lump sum applied. Thus where the Director-General considers that the administration of the education allowance will be simplified through the implementation of the lump sum approach and, where such implementation makes sense from an operational viewpoint, the Director-General may make a proposal on the modalities of this approach to Council.
- 2** Except in cases mentioned in Article 17.6 d), Council may authorise the Director-General to reimburse educational costs mentioned in Article 17.5 f) on the one hand and Articles 17.5 c), d), e) and g) on the other, on a lump sum basis. When the total amounts of these lump sums do not exceed 1.7 times the annual child allowance, the reimbursement of educational costs mentioned in Articles 17.5 a) and b) may reach 80% for cases mentioned in Articles 17.6 a) to c). The total amount of the reimbursement of the educational costs may not exceed the respective ceilings mentioned in Articles 17.6 a) to c).

ARTICLE 18

EXPATRIATION ALLOWANCE

A - Rules applicable to Staff recruited by EUMETSAT before 1 January 1996 and re-engaged (within the meaning of Article 5 of the Staff Rules) without a break in service.

- 1 An expatriation allowance shall be payable to staff members in Categories A, L and B who, at the time of their appointment:
 - a) were not nationals of the State in whose territory their place of employment is situated; and
 - b) were not continuously resident within the territory of the State for at least three years, no account being taken of previous service in their own country's administration or with other international organisations.
- 2 This allowance shall also be paid to staff members in the same categories who, although nationals of the State in whose territory their place of employment is situated, have been continuously resident for at least ten years in another State at the time of their appointment, no account being taken of previous service in their home country's administration or with other international organisations.
- 3 When any point on the frontier of the country of which a staff member is a national is within a radius of 50 kilometres from the duty station, such a staff member shall not be entitled to the expatriation allowance and the related education allowance and home leave unless he supplies proof that he has established his actual and habitual residence in the country of employment or, exceptionally and subject to agreement by the Director-General, in another country of which he is not a national, taking into account his family circumstances.
- 4 Under special circumstances and for sound and sufficient reasons, exceptions to the rule in paragraph 3 may be made by the Director-General.
- 5 The rates of the expatriation allowance shall be 20% of the basic salary for staff members in receipt of the household allowance and 16% of the basic salary for staff members not in receipt of the latter allowance.
- 6 In no circumstances shall the total of the amounts provided for in paragraph 5 be less than the amount of the expatriation allowance due to a staff member in grade B3, step 1.
- 7 Staff members entitled to the expatriation allowance who are not in receipt of an education allowance shall receive a supplement to their expatriation allowance for each dependent child, as set forth in Annex I to these Staff Rules.
- 8 Where spouses employed in the same country by EUMETSAT are both non-residents and are both in receipt of an expatriation allowance, the allowance shall be fixed at 16% of the basic salary, irrespective of whether one of them is in receipt of the household allowance or not.

B - Rules applicable to Staff appointed by EUMETSAT between 1 January 1996 and 5 July 2012 and re-engaged (within the meaning of Article 5 of the Staff Rules) without a break in service.

9 Entitlement

The expatriation allowance shall be paid to staff in Categories A, L and B who, at the time of their appointment by the Organisation, were not nationals of the host State and had not been continuously resident on that state's territory for at least one year, no account being taken of previous service in their own country's administration or with other international organisations. In the event of an official who has been entitled to expatriation allowance taking up duty in the country of which he is a national, he shall cease to be entitled to the expatriation allowance.

10 Rate of allowance

- i) The rate of the allowance during the first ten years of service shall be

18% of basic salary for staff entitled to household allowance

14% of basic salary for staff not entitled to household allowance

The allowance shall be calculated on the first step in grade of recruitment or promotion irrespective of any increase in the official's basic salary by movement up the incremental scale and shall be adjusted in the same proportions and at the same date as basic salary.

- ii) In years eleven, twelve and thirteen, the allowance at the rate of 18% shall be reduced by one percentage point per year to 15% and the allowance at the rate of 14% shall be reduced by one percentage point per year to 11%. During this period, and thereafter, the allowance shall be adjusted in the same proportions and at the same date as basic salary.
- iii) In the event of an official who has been employed by another international Organisation taking up duty directly with EUMETSAT or in the event of a member of the administration or armed forces of the country of origin taking up duty directly with EUMETSAT without changing country, the previous service in the host country will be taken into account in determining the application of paragraphs 10.i and 10.ii above.
- iv) Staff members entitled to the expatriation allowance who are not in receipt of an education allowance shall receive a supplement to their expatriation allowance for each dependent child, as set forth in Annex I to these Staff Rules.

11 Couples

- i) Where spouses are both non-resident and are both employed in the same country by EUMETSAT or by EUMETSAT and another international organisation they shall each be entitled to an expatriation allowance at the rate of 14% whether or not they are entitled to the household allowance or at the rates on the reduction scale which correspond to the number of each spouse's years of service.
- ii) Officials already in the service of EUMETSAT at 1 January 1996 and receiving the expatriation allowance in force at that date shall, on the occasion of their marriage, be treated in the same way as other serving staff who took up service before 1 January 1996.

C – Rules applicable to Staff appointed by EUMETSAT on or after 6 July 2012 and re-engaged (within the meaning of Article 5 of the Staff Rules) without a break in service.

12. Entitlement

- i) The expatriation allowance shall be paid to staff in Categories A, L and B who, at the time of their appointment by the Organisation:
 - a. were not nationals of the duty country; and
 - b. had not been continuously resident in the duty country for at least one year, no account being taken of previous service in international organisations or in the administration or armed forces of the country of which they are nationals; and
 - c. were resident outside the local commuting area of the duty station.

The “local commuting area” shall be defined as a radius of 100 kilometres from the duty station.

- ii) In the event a staff member has been entitled to the expatriation allowance and is reassigned in a duty station where he does not meet the eligibility criteria in respect of this duty station, he shall cease to be entitled to the expatriation allowance.
- iii) In the event a staff member has not been entitled to the expatriation allowance and is reassigned in a duty station where he meets the eligibility criteria in respect of this duty station, he shall begin to be entitled to the expatriation allowance.
- iv) In the event a staff member of an international organisation or a member of the administration or armed forces of the country of which he is a national takes up duty with the Organisation without changing country, paragraph 12(i)(c) above shall not apply.

13. Rate of the allowance

- i) The rate of the expatriation allowance shall be:
 - a. 10% of the reference salary for the first five years of service;
 - b. 8% of the reference salary during the sixth year of service;
 - c. 6% of the reference salary during the seventh year of service;
 - d. 4% of the reference salary during the eighth year of service;
 - e. 2% of the reference salary during the ninth year of service;
 - f. 0% of the reference salary as of the tenth year of service;
- ii) The reference salary on the basis of which the expatriation allowance shall be calculated shall be the basic salary for the first step in the grade held by the staff member.
- iii) In the event a staff member is appointed by the Organisation directly after having been employed in the duty country by an international organisation or by the administration or armed forces of which the staff member is a national, the years of service with such previous employer will be taken into account for determining the rate of the expatriation allowance, in accordance with paragraph 13(i) above.

Staff Rules

- iv) In the event a staff member is reassigned to a new duty station and meets the eligibility criteria in respect of this duty station, the rate of the expatriation allowance shall be set at 10% and shall then be reduced in accordance with paragraph 13(i) above.
- v) The expatriation allowance shall be paid into the staff member's bank account twice a year as a lump sum in accordance with the payment schedule defined in the related Staff Instruction as laid down by the Director-General.

14. Couples

- i) Where spouses are both non-resident and are both employed in the same country by EUMETSAT or by EUMETSAT and another international organisation, they shall each receive an expatriation allowance at the rate corresponding to their respective years of service, as determined in accordance with paragraph 13(i) to 13(iv) above.
- ii) A staff member already in service at EUMETSAT before 6 July 2012 and receiving the expatriation allowance in accordance with Sections A or B of the present Article shall, on the occasion of his marriage, be treated in the same way as other serving staff to whom Sections A or B apply.

15. Verification of eligibility

- i) Where any point on the frontier of the country of which the staff member is a national is within a radius of 100 kilometres from the duty station, such a staff member shall not be entitled to the expatriation allowance unless he supplies proof that he has established his actual and habitual residence in the duty country or, exceptionally and subject to agreement by the Director-General, in another country of which he is not a national, taking account of his family circumstances.
- ii) Staff members receiving the expatriation allowance shall notify the Organisation of any change in their place of residence.
- iii) Under special circumstances and for sound and sufficient reasons, exceptions to paragraph 15(i) may be made by the Director-General.

16. Related allowances

- i) Staff members who are entitled to the expatriation allowance but are not in receipt of an education allowance shall receive a supplement to their expatriation allowance for each dependent child, as set forth in Annex I to these Staff Rules.
- ii) The reduction of the rate of the expatriation allowance to 0% shall not disqualify the staff member for entitlement to the education allowance, the expatriated child allowance or home leave.

ARTICLE 19

INSTALLATION ALLOWANCE

- 1** An installation allowance shall be granted to staff members whose established residence was more than 100 km from the place of employment at the time when they accepted employment and who move their established residence in order to take up appointment.
- 2** A staff member eligible under paragraph 1 shall receive an installation allowance amounting to one month's basic salary and this shall normally be paid on the day on which the staff member takes up his appointment.
- 3** A staff member entitled to the household allowance without children or with only one dependent child shall receive in addition a second payment of a half month's basic salary, provided that his family have established residence with him. This payment shall be increased for a staff member entitled to a household allowance with two or more dependent children to one month's basic salary.
- 4** A staff member shall be entitled a further installation allowance if required by EUMETSAT to move to another place of work and if his new place of residence is more than 100 km away from his previously established residence. The amount of this allowance shall be determined according to paragraphs 2 and 3. This allowance will not be granted if the initial appointment or subsequent posting to another establishment is to be for a period of less than one year.
- 5** A staff member shall be required to reimburse the amount payable under paragraph 3 should the contract not be confirmed after the probationary period and half of the total installation allowance if he leaves EUMETSAT of his own free will before two years have expired.
- 6** The Director-General may authorise an exception to the provision governing reimbursement where strict application might cause special hardship.

ARTICLE 20

RENT ALLOWANCE

- 1** A staff member in grade A1, A2, L1 or L2 or in the categories B and C shall be entitled to a rent allowance provided that he satisfies the following conditions:

 - a) that he does not own, in the place of his duty station, a dwelling suitable to his grade and family circumstances;
 - b) that he is the tenant or sub-tenant of furnished or unfurnished premises suitable to his grade and family circumstances;
 - c) that the rent paid, excluding all charges, exceeds the proportion of his emoluments specified in paragraph 4 below.
- 2** The rent allowance shall not be granted to married staff members who do not receive the household allowance.
- 3** A staff member shall supply the Director-General, on request, with all information necessary to ensure that the above mentioned conditions are satisfied and to determine the amount of the allowance to which he is entitled.
- 4** The amount of the allowance shall be a proportion of the difference between the actual rent paid, excluding all charges, and the following nominal sums:

 - 15% of the emoluments of staff members in category C and of staff members in category B up to and including grade B4;
 - 20% of the emoluments of staff members in grades B5 and B6;
 - 22% of the emoluments of staff members in grades A1 and A2, L1 and L2.
- 5** The said proportion shall be 50% in the case of unmarried staff members and married staff members entitled to the household allowance with no dependants, 55% for staff members with one dependant and 60% for those with two or more dependants, provided that in no case the amount of the allowance shall exceed:

 - 10% of the emoluments of the staff member concerned in the case of staff members in category C and in grades B1 to B4 inclusive;
 - 5% of the emoluments of the staff member concerned in the case of staff members in grades B5 and B6, A1 and A2, L1 and L2.
- 6** For the purpose of this Article, emoluments shall be deemed to mean basic salary (including any adjustments granted under the salary adjustment procedure) with the addition of any expatriation, household and language allowances and with the deduction of contributions to the Pensions Scheme, Social Security and Supplementary Insurance.

ARTICLE 21

LANGUAGE ALLOWANCE

- 1** If a staff member in grade B1 or B2 in the course of his employment is required to use more official languages than laid down in his job description and proves good knowledge in those languages, a language allowance may be granted by the Director-General for the use of each such language.
- 2** For each additional language the amount of the allowance shall be equal to an increase in incremental step in grade B2.

ARTICLE 22

EXPENSES

- 1** A staff member shall be entitled, as provided for in the Articles 23, 24, 25 and 26 hereinafter, to reimbursement of expenses actually incurred by him on taking up appointment or leaving the service and also to reimbursement of expenses incurred by him in the course of or in connection with the performance of his duties.
- 2** Advances may be granted to staff members:
 - a) to provide for mission expenses;
 - b) to allow newly recruited staff members to enter into service, to install themselves in the area where they are to be employed and to assist them in their first essential expenses.
- 3** The reimbursement of expenses as provided for in the Articles 23 and 25 hereinafter will be refused in whole or in part:
 - a) if all or part of the expenses in question are borne by a government or any other authority, or if such expenses can be met by virtue of a right acquired by him before his appointment;
 - b) when the request for reimbursement has not been presented within one year from the date of leaving EUMETSAT;
 - c) when leaving EUMETSAT of his own free will before having completed twelve months' service.

ARTICLE 23

STATUTORY TRAVEL EXPENSES

- 1 A staff member shall be entitled, in accordance with Staff Instructions laid down by the Director-General, to reimbursement of travel expenses actually incurred:
 - a) when taking up appointment, for the journey from his place of work at time of recruitment to his place of employment;
 - b) when taking home leave for the outward and return journey between the place of employment and his home (see Article 33);
 - c) when travelling to a new place of work, as requested by EUMETSAT;
 - d) on leaving the service of EUMETSAT, either:
 - for the journey from the place of employment to his home, or
 - for the journey from the place of employment to any other place, provided that the expenses reimbursed in this case do not exceed those which would have been authorised for travel from the place of employment to his home.
- 2 A staff member who is entitled to the household allowance shall be entitled, in accordance with sub-paragraph (1), a), c) d) of this Article, to the reimbursement of the travel expenses actually incurred by his spouse and dependent children on joining the staff member at his place of employment and his home on leaving the service of EUMETSAT.
- 3 A spouse and dependent children, for the purposes of this Article, shall be assimilated to the grade of the staff member concerned.
- 4 A staff member shall also be entitled to the reimbursement of travelling expenses in respect of a person in charge of his dependent children only when such person accompanies the children on the journey and the children are under thirteen years of age. However, when a child of a staff member attains the age of thirteen years during the time of his appointment, the cost of the return journey of that person may be reimbursed by EUMETSAT.
- 5 The Director-General may, under exceptional circumstances, authorise the payment of travel expenses for other dependants of staff members who have received a dependants' allowance.

ARTICLE 24

ADVANCES AND FINANCIAL ASSISTANCE

- 1 A staff member may be granted advances on his emoluments up to one half of his total emoluments for the current month.
- 2 Special financial assistance in the form of a loan without interest may be given to a staff member in financial distress arising out of an accident, serious illness or family difficulties. Such loans shall be repayable within a period not exceeding ten months and shall not exceed the amount of three months' emoluments.

ARTICLE 25

REMOVAL EXPENSES

- 1 A staff member shall be entitled to reimbursement of expenses actually incurred for the removal of personal effects on taking up appointment provided that this appointment is confirmed at the end of the probationary period, and on leaving the service.
- 2 Reimbursement of expenses incurred for removal of personal effects, including packing, will be made up to the following limits:

CATEGORY	STAFF MEMBERS ENTITLED TO HOUSEHOLD ALLOWANCE	OTHERS
A and L	8,000 kg or 40 cu.m.	4,000 kg or 30 cu.m.
B and C	4,000 kg or 30 cu.m.	2,500 kg or 20 cu.m.

plus 500 kg or 4 cu.m. per dependent child.

- 3 A staff member shall be required for the purposes of this Article to submit to the Director-General for prior approval, at least two estimates from different removal firms, including insurance costs, and specifying the distance to be covered and the estimated amount of cubic metres or kilograms. This estimate shall not include private motor vehicles. Reimbursement will be met only within the approved estimate.
- 4 In principle EUMETSAT will pay only for two consignments of household effects by appointment and only one by termination of appointment.

Staff Rules

- 5** Removal expenses for one consignment of household effects will also be reimbursed for a staff member who is posted to another place of work for a period of one year or more, subject to the same conditions as laid out in paragraphs 2 and 3.
- 6** A staff member shall not be reimbursed for his removal expenses if:
- a) on taking up duty the removal has not taken place before notice is given of the termination of his appointment;
 - b) on leaving EUMETSAT the application for reimbursement has not been submitted within one year thereafter.

ARTICLE 26

MISSION EXPENSES

Staff members travelling on mission on behalf of EUMETSAT in accordance with a travel order shall be entitled to reimbursement of travel expenses, and to subsistence allowance, when applicable, incurred in carrying out their mission, as provided in Annex III of these Staff Rules.

ARTICLE 27

INDEMNITY FOR LOSS OF JOB

Termination of a contract by EUMETSAT may, in certain circumstances, give rise to the payment of an indemnity for loss of job. The rules governing the payment of this indemnity are set out in Annex IV.

CHAPTER IV

SOCIAL SECURITY

ARTICLE 28

SOCIAL SECURITY

- 1** Staff members shall be properly covered against the risks of accident, illness, death maternity expenses and unemployment. The social security system provided therefore is set out in Annex V.
- 2** Staff members have to contribute to the Pension Scheme of EUMETSAT, the rules of which are laid down in Annex VI.

CHAPTER V

WORKING CONDITIONS

ARTICLE 29

WORKING TIME

- 1** The normal working week shall be from Monday to Friday inclusive and shall total 40 hours. For the purpose of calculating the number of hours worked in any one week, the week shall be considered to commence on Sunday.
- 2** If the exigencies of the work make it necessary, a staff member may be required to work overtime. A and L grades may be granted exceptionally compensatory time, B and C grades overtime payment, if compensatory time cannot be granted. The hourly rate will be assessed by dividing the monthly basic salary by 173.
- 3** Unauthorized and unexplained absence shall render a staff member to disciplinary action under Article 36. Where such absence exceeds 14 calendar days he shall be considered to have abandoned his post and his service with EUMETSAT shall be deemed to have ceased on the first day of his absence.
- 4** Staff Members employed as Shift Workers may be required to work within one or several teams operating a continuous shift cycle. A shift cycle will be a period of time (several weeks) in which a shift team will progress through a sequence of shifts (e.g. evening, night, day and weekend shifts or any combination of these) so returning to the commencement point. The shift cycle will be determined by the Head of Division of the staff members in consultation with the staff concerned and having regard to operational requirements. The manning of a shift cycle shall normally be determined at least one month in advance.
- 5** The normal working week for shift workers shall be from Sunday to Saturday inclusive. The annual working hours shall be at a rate of 2090 per shift worker per calendar year, 352 hours of which are in respect of 30 days annual and 14.5 official holidays. The working hours shall be allocated between staff and shifts evenly throughout the calendar year as far as reasonably possible and ensuring that each shift worker fulfils the annual working hours after deducting any time lost for approved absences or sickness.
- 6** The average planned working week in a particular shift cycle shall not exceed 48 hours. The maximum number of hours worked in any one week shall not exceed 60 hours. No shift in any shift cycle may exceed 12 hours.

Staff Rules

- 7** A Staff member working as a member of a shift team operating a continuous shift cycle shall be entitled to a shift allowance at the rate of 10% of the basic salary.
- 8** All shifts, including those outside normal day shift and at weekends and official holidays are considered as normal duties for which remuneration is included as part of the basic salary and shift allowance.
- 9** A staff member who is normally working in a shift cycle and who is given temporary duties which do not involve shift work, and which continue for one calendar month or more, will not receive the shift allowance for the whole of the period.
- 10** A staff member on sick leave for more than four consecutive weeks will not be paid the shift allowance from the first day of the fifth week onwards.

ARTICLE 30

OFFICIAL HOLIDAYS

- 1** Staff members shall be entitled to 14.5 public holidays which shall be determined by the Director-General in accordance with the international character of EUMETSAT and taking account of the local practice.
- 2** When a holiday falls on a Saturday or Sunday the Director-General may designate another day in lieu.

ARTICLE 31

PART-TIME WORK

A staff member may be employed part-time as provided in Annex VII.

CHAPTER VI

LEAVE

ARTICLE 32

ANNUAL LEAVE

- 1** Staff members shall be entitled to paid annual leave at the rate of 2 1/2 working days for each month of service completed.
- 2** Leave entitlement will accrue on the basis of the total length of service completed, including any period of sick leave or annual leave, as well as any period of notice, even though not actually worked.
- 3** A staff member will normally be entitled to his annual leave during the calendar year in which it accrues. He may however, carry forward a surplus to the following year up to a maximum of half his normal yearly entitlement.
- 4** A staff member who could not take all the annual leave due to him in respect of the year in which he leaves EUMETSAT, including the days carried forward as foreseen in the foregoing paragraph, shall be entitled to a corresponding payment of one-thirtieth of the monthly emoluments he is receiving at that date for each day of leave accumulated.

In no case can such leave be accumulated in excess of one month's emoluments.
- 5** If a staff member is granted annual leave in advance and, when he leaves EUMETSAT, the leave he has taken is in excess of the leave due to him, a corresponding charge will be made against the emoluments due to him on separation.
- 6** Annual leave does not accrue to staff members while on leave without pay, unauthorised absence or on extended sick leave in accordance with Article 34.5.
- 7** Where, during his annual leave, a staff member suffers from an ailment that would have kept him away from work, his annual leave entitlement shall be extended by the period of incapacity duly established by a medical certificate.

ARTICLE 33

HOME LEAVE

- 1 All members of staff who are entitled to the expatriation allowance are entitled to home leave once every two years with the exception of staff members who, at the time of their recruitment, were nationals of the country in which they are serving and of no other country.
- 2 The period of home leave shall be eight working days (up to 12 hours travel time one way included, by the most rapid means of transport).
- 3 The entitlement covers the staff member concerned, his spouse, if the staff member is entitled to the household allowance, and the dependent children.
- 4 Travel expenses, but not subsistence allowance for the time of leave including travel time, to and from the place where the staff member spends his home leave, will be paid by EUMETSAT for those referred to in paragraph 3.
- 5 One period of home leave shall accrue in respect of each completed period of two years' service. Home leave may be taken not earlier than 12 months before, and not later than 6 months after the date on which it accrues. The date on which home leave is actually taken will not be taken into account in determining the date of the new period of home leave. No home leave shall be granted within a period of 4 months before the date when the appointment of the staff member is due to end.
- 6 Any home leave not taken within 6 months after the date on which it accrues will be forfeited. Non-use of the home leave entitlement does not give additional emoluments in its place.
- 7 Home leave shall only be granted provided the staff member agrees in writing that when he wants to take the home leave in advance, and his appointment terminates by resignation before the date on which home leave accrues, he will repay to EUMETSAT a sum corresponding to 8 working days' emoluments plus the amount he received in respect of travel expenses.
- 8 A staff member may be required to take home leave in conjunction with travel on mission, due regard being paid to the interests of the staff member and his family.
- 9 The home of staff members shall be that place with which they have the strongest ties outside the country of employment. The Director-General shall determine this place having regard to the place of residence of the staff member's family, to the place of their up-bringing and to any place where they may possess property. In case of doubt, the Director-General may decide, at the request of the staff members concerned, that they shall take their home leave in the capital of the State of which they are nationals.

- 10** Where spouses are both employed by EUMETSAT or where the spouse of a staff member is employed in the same country by another international organisation and both are entitled to home leave, such leave shall only be granted under the following conditions:
- if both have their home in the same country, they shall each be entitled to home leave once every two years in that country;
 - if they have their homes in two different countries, they shall be entitled to home leave in their respective countries once every two years;
 - the dependent children of these spouses and, as the case may be, the person accompanying the children, shall only be entitled to home leave once every two years; where the spouses have their homes in two different countries home leave can be taken in one or other of these countries.

ARTICLE 34

SICK LEAVE

- 1** A staff member who considers himself unable to carry out his duties by reason of sickness or accident must inform the Director of Administration as soon as possible. When a staff member resumes his duties after a period of absence, he shall inform the Director of Administration immediately.
- 2** A staff member on sick leave for more than three consecutive days may be required to produce a medical certificate.
- 3** Any staff member may at any time be required to undergo a medical examination by a medical doctor designated by the Director-General, at the expense of EUMETSAT.
- 4** A staff member shall be entitled to paid sick leave up to a maximum amount of nine months, either in one unbroken period or in several periods within two consecutive years where these periods of sick leave are related to the same cause. During such a period of paid sick leave, a staff member shall receive full remuneration and retain full rights to advancement to a higher step.
- 5** If, on the expiry of the maximum period of sick leave as defined in paragraph 4, the staff member is still unable to perform his duties, his sick leave will become an extended sick leave for a maximum period of nine months. During this period the staff member shall cease to be entitled to advancement, annual leave and home leave and shall be entitled to half the basic salary received on the expiry of the maximum period of sick leave as defined in paragraph 4, or to 120% of the basic salary appropriate to grade C1, step 1, whichever is the greater. The staff member's entitlement to allowances shall be maintained during extended sick leave. However, any household allowance, expatriation allowance, rent allowance and language allowance shall be calculated on the basis of the reduced basic salary; the dependants' allowance and education allowance shall remain unchanged.

ARTICLE 35

SPECIAL AND MATERNITY LEAVE

- 1 Special leave with pay, the duration of which is left to the discretion of the Director-General, taking into account particularly any necessary travelling, may be granted, in particular in the following cases and up to the following maximum number of working days:

For important family reasons:

Marriage of a staff member:	5 days
Marriage of a child:	2 days
Birth of a child:	5 days
Death of a spouse or of a child:	5 days
Death of a parent:	4 days
Death of a brother, sister or grandparent:	2 days
Serious illness of a child, spouse, parent or grandparent:	5 days

For personal reasons:

Examinations:	8 days
Household removal:	3 days
National elections or referenda in a staff member's home country:	1 day

- 2 Special leave with full or part pay, or without pay, may be granted by the Director-General for exceptional or urgent private reasons.
- 3 Unpaid leave taken by a staff member will affect correspondingly the date on which he may become entitled to his next annual increment and home leave due to him.
- 4 Maternity leave on full pay and not to be charged against sick or annual leave shall be granted to a staff member on production of an appropriate medical certificate. The maternity leave shall be for twenty weeks and can begin six weeks before the expected date of birth. Under no circumstances shall the maternity leave end before the end of the eighth week after the date of birth.

CHAPTER VII DISCIPLINARY MEASURES

ARTICLE 36 DISCIPLINARY MEASURES

- 1** Disciplinary measures may be taken by the Director-General against a staff member guilty of misconduct in the course of duty or otherwise. Finance officers are also liable in the cases mentioned in Article 24 of the Financial Rules. In the performance of his duties the Financial Controller is subject to the authority of the Council.
- 2** Disciplinary measures include:
 - a) oral warning;
 - b) written censure;
 - c) withholding of an annual salary increment;
 - d) deduction from basic salary in the case of conduct causing loss to EUMETSAT or damage to its property;
 - e) suspension from duties;
 - f) dismissal.
- 3** When a proposal is made that a disciplinary measure under paragraphs 2 b), c), d), e) and f) be taken against a staff member, he shall be notified immediately in writing. Such notification shall be accompanied by the documents relating to the grounds of the complaint against him. The staff member concerned may submit his comments in writing within 10 working days.
- 4** If a charge or serious misconduct is made against a staff member and the Director-General considers that the charge is *prima facie* well-founded and that the staff member's continuance in office pending an investigation would prejudice EUMETSAT, the staff member concerned may be immediately suspended from his functions pending investigation, with full, partial or without pay, at the discretion of the Director-General. In case a staff member is found not guilty, any reduction in pay which he may have suffered shall be restored.
- 5** No disciplinary measure except for an oral warning may be taken without having given the staff member concerned the opportunity to defend his cause before the Director-General in writing or orally. In this case, the staff member shall be entitled to be assisted by a person of his choice.
- 6** No disciplinary measure may be taken after expiry of a period of six weeks following the written explanation or the oral presentation of the explanations.
- 7** All sanctions shall be notified to the staff member in writing with the reasons therefore and shall be signed by the Director-General.
- 8** Disciplinary sanctions except for removal of post shall be deleted from the personnel administrative file after three years at the request of the staff member.

CHAPTER VIII

DISPUTES

ARTICLE 37

COMPLAINTS PROCEDURES

- 1** A staff member who has a direct and existing interest in so doing may submit to the Director-General a complaint against an administrative act adversely affecting him.
- 2** The complaint must be made in writing and lodged via the Director of Administration within 20 days from the date of publication or notification of the act concerned. The Director-General may declare admissible a complaint lodged after the expiry of this period in exceptional cases. The Director of Administration shall acknowledge receipt of the complaint. The Director-General shall give a reasoned decision on the complaint as soon as possible and shall notify the complainant not later than 20 days from the date of its receipt.
- 3** The absence of a reply to the complaint within that period shall be deemed an implicit decision rejecting the complaint.
- 4** The complaints procedure shall be open *mutatis mutandis* to former staff members and to persons claiming through staff members or former staff members within one year from the date of the act complained of; in the event of individual notification the normal time limit shall apply.
- 5** A complaint shall not have a suspensive effect. The Director-General may however, for duly justified reasons, stay the execution of the act.
- 6** In the event of either explicit rejection or implicit rejection of a complaint, the complainant may appeal to the Appeals Board set up under Article 38.

ARTICLE 38

APPEALS BOARD

- 1** An Appeals Board shall be set up.
- 2** The Appeals Board shall have authority to settle disputes arising out of these Staff Rules or of the contracts provided for in Article 5. To this end, it shall have jurisdiction with regard to appeals brought by staff members or by former staff members or by their heirs and assigns against a decision of the Director-General.
- 3** The Appeals Board shall only act provided that the claimant followed the complaints procedure beforehand.
- 4** The Appeals Board shall be composed of a Chairperson and two further members. They may be replaced by deputies. During a session of the Board at least two of the members or deputies present must have legal qualifications.
- 5** The Chairperson, his/her deputy, the members of the Board and their deputies shall be appointed by the Council from a list proposed by the Director-General composed of candidates independent from EUMETSAT for a period of three years. This period may be extended. If any one of these is at any time unable to continue to serve, a new appointment shall be made for the unexpired term.
- 6** No meeting of the Appeals Board is in order unless the three members referred to in this Article, or their deputies, are present.
- 7** The members of the Board shall be fully independent in the exercise of their duties.
- 8** The emoluments of the Chairperson, members and deputies shall be fixed by the Council. These emoluments shall consist of the reimbursement, in accordance with Article 26 of the Staff Rules, of travel expenses, a daily subsistence allowance and a daily fee.
- 9** The secretary of the Board shall be appointed by the Director-General in agreement with the Chairperson of the Council and shall be a staff member of EUMETSAT.
- 10** In the exercise of his duties, the secretary shall be subject only to the authority of the Board.
- 11** The conditions under which appeals may be made and the procedure are laid down in Annex VIII of these Rules.
- 12** The Appeals Board shall establish its own rules, subject to the provisions of this Article and Annex VIII.

CHAPTER IX

STAFF ASSOCIATION

ARTICLE 39

STAFF ASSOCIATION

- 1** There shall be a Staff Association consisting of all staff members. Under a procedure approved by the Director-General, the Association shall elect annually a Staff Committee to serve as executive agent of the Association.
- 2** The purpose of this Committee shall be:
 - a) to protect the professional and social interests of the staff members;
 - b) to submit proposals to improve the general position of staff members;
 - c) to give its opinion and/or advice when it is consulted by the Director-General or on its own initiative;
 - d) to promote social, cultural and athletic activities among the staff members;
 - e) to represent the staff members in relation to staff associations of other international organisations.
- 3** The Director-General shall take the necessary steps to ensure constant liaison with the Staff Committee.
- 4** The Staff Committee shall be bound to give its opinion on proposed Rules, whether or not they shall form a part of these Staff Rules. The Staff Committee may bring to the notice of the Director-General, and the Director-General should likewise refer to the Staff Committee, any question of a general nature affecting the interests of the staff members or arising out of these Rules, including questions arising out of their application in individual cases.
- 5** The Staff Committee may communicate to the Council or its subordinate bodies in writing any proposal or opinion regarding matters affecting the social, financial or professional interests of all or part of the staff members and dealt with in meetings of these Bodies. The communications in question shall be transmitted through the Director-General, who shall immediately forward them to the Body concerned.
- 6** The work of the members of the Staff Committee shall be considered to be part of their official duties.

CHAPTER X

ENTRY INTO FORCE

ARTICLE 40

ENTRY INTO FORCE

These Rules enter into force on the date on which they are adopted by the Council.

**MONTHLY BASIC SALARY SCALES AND OTHER ELEMENTS OF
REMUNERATION AS FROM MONTHLY BASIC SALARY SCALE
FOR GRADE A, L, B AND C
(Article 14)**

BELGIUM

BELGIQUE

PROPOSALS AT 1.01.2013 - PROPOSITIONS AU 1.01.2013
 MONTHLY BASIC SALARY SCALE - BAREME DES TRAITEMENTS MENSUELS DE BASE

EUR

category and grade catégorie et grade	Steps - Echelons											
	1	2	3	4	5	6	7	8	9	10	11	12
A 7	10 535.86	10 888.73	11 241.60	11 594.47	12 123.76	12 653.05						
A 6	9 625.16	9 891.43	10 157.70	10 423.97	10 823.36	11 222.75	11 622.14	12 021.53				
A 5	8 144.23	8 372.17	8 600.11	8 828.05	9 055.99	9 283.93	9 625.80	9 967.67	10 309.54	10 651.41	10 993.28	
A 4	7 032.28	7 215.32	7 398.36	7 581.40	7 764.44	7 947.48	8 222.06	8 496.64	8 771.22	9 045.80	9 320.38	
A 3	6 051.49	6 221.88	6 392.27	6 562.66	6 733.05	6 903.44	7 159.01	7 414.58	7 670.15	7 925.72	8 181.29	
A 2	4 904.52	5 036.15	5 167.78	5 299.41	5 431.04	5 562.67	5 760.14	5 957.61	6 155.08	6 352.55	6 550.02	
A 1	3 837.86	3 953.34										
L 5	7 436.91	7 734.40	8 031.89	8 329.38	8 626.87	8 924.36	9 221.85	9 519.34	9 816.83	10 114.32		
LT4 - LI4	6 538.32	6 799.87	7 061.42	7 322.97	7 584.52	7 846.07	8 107.62	8 369.17	8 630.72	8 892.27	9 153.82	9 415.37
LT3 - LI3	6 200.95	6 448.99	6 697.03	6 945.07	7 193.11	7 441.15	7 689.19	7 937.23	8 185.27	8 433.31		
LT2	4 984.20	5 183.55	5 382.90	5 582.25	5 781.60	5 980.95	6 180.30	6 379.65	6 579.00	6 778.35		
LT1 - LI1	4 060.47	4 222.84										
B 6	4 488.71	4 636.85	4 784.99	4 933.13	5 081.27	5 229.41	5 377.55	5 525.69	5 673.83	5 821.97	5 970.11	
B 5	3 928.38	4 058.02	4 187.66	4 317.30	4 446.94	4 576.58	4 706.22	4 835.86	4 965.50	5 095.14	5 224.78	
B 4	3 471.03	3 585.59	3 700.15	3 814.71	3 929.27	4 043.83	4 158.39	4 272.95	4 387.51	4 502.07	4 616.63	
B 3	3 082.79	3 184.51	3 286.23	3 387.95	3 489.67	3 591.39	3 693.11	3 794.83	3 896.55	3 998.27	4 099.99	
B 2	2 775.81	2 867.42	2 959.03	3 050.64	3 142.25	3 233.86	3 325.47	3 417.08	3 508.69	3 600.30	3 691.91	
B 1	2 552.58	2 636.80	2 721.02	2 805.24	2 889.46	2 973.68	3 057.90	3 142.12	3 226.34	3 310.56	3 394.78	
C 6	3 356.59	3 457.29	3 557.99	3 658.69	3 759.39	3 860.09	3 960.79	4 061.49	4 162.19	4 262.89	4 363.59	
C 5	3 086.98	3 158.98	3 250.98	3 342.98	3 434.98	3 526.98	3 618.98	3 710.98	3 802.98	3 894.98	3 986.98	
C 4	2 873.49	2 959.65	3 045.81	3 131.97	3 218.13	3 304.29	3 390.45	3 476.61	3 562.77	3 648.93	3 735.09	
C 3	2 704.82	2 785.94	2 867.06	2 948.18	3 029.30	3 110.42	3 191.54	3 272.66	3 353.78	3 434.90	3 516.02	
C 2	2 586.99	2 664.59	2 742.19	2 819.79	2 897.39	2 974.99	3 052.59	3 130.19	3 207.79	3 285.39	3 362.99	
C 1	2 448.71	2 522.15	2 595.59	2 669.03	2 742.47	2 815.91	2 889.35	2 962.79	3 036.23	3 109.67	3 183.11	

L.3

July 2013

GERMANY

ALLEMAGNE

PROPOSALS AT 1.01.2013 - PROPOSITIONS AU 1.01.2013
MONTHLY BASIC SALARY SCALE - BAREME DES TRAITEMENTS MENSUELS DE BASE

EUR

category and grade catégorie et grade	Steps - Echelons											
	1	2	3	4	5	6	7	8	9	10	11	12
A 7	10 974.25	11 342.15	11 710.05	12 077.95	12 629.76	13 181.57						
A 6	10 024.83	10 302.25	10 579.67	10 857.09	11 273.37	11 689.65	12 105.93	12 522.21				
A 5	8 482.84	8 720.49	8 958.14	9 195.79	9 433.44	9 671.09	10 027.53	10 383.97	10 740.41	11 096.85	11 453.29	
A 4	7 325.12	7 515.86	7 706.60	7 897.34	8 088.08	8 278.82	8 565.13	8 851.44	9 137.75	9 424.06	9 710.37	
A 3	6 304.43	6 482.20	6 659.97	6 837.74	7 015.51	7 193.28	7 460.10	7 726.92	7 993.74	8 260.56	8 527.38	
A 2	5 108.96	5 246.16	5 383.36	5 520.56	5 657.76	5 794.96	6 000.81	6 206.66	6 412.51	6 618.36	6 824.21	
A 1	3 999.34	4 119.80										
L 5	7 745.94	8 055.79	8 365.64	8 675.49	8 985.34	9 295.19	9 605.04	9 914.89	10 224.74	10 534.59		
LT4 - LI4	6 809.90	7 082.24	7 354.58	7 626.92	7 899.26	8 171.60	8 443.94	8 716.28	8 988.62	9 260.96	9 533.30	9 805.64
LT3 - LI3	6 458.49	6 716.91	6 975.33	7 233.75	7 492.17	7 750.59	8 009.01	8 267.43	8 525.85	8 784.27		
LT2	5 191.76	5 399.49	5 607.22	5 814.95	6 022.68	6 230.41	6 438.14	6 645.87	6 853.60	7 061.33		
LT1 - LI1	4 228.95	4 398.20										
B 6	5 177.16	5 347.98	5 518.80	5 689.62	5 860.44	6 031.26	6 202.08	6 372.90	6 543.72	6 714.54	6 885.36	
B 5	4 489.56	4 637.84	4 786.12	4 934.40	5 082.68	5 230.96	5 379.24	5 527.52	5 675.80	5 824.08	5 972.36	
B 4	3 902.52	4 031.34	4 160.16	4 288.98	4 417.80	4 546.62	4 675.44	4 804.26	4 933.08	5 061.90	5 190.72	
B 3	3 402.50	3 514.81	3 627.12	3 739.43	3 851.74	3 964.05	4 076.36	4 188.67	4 300.98	4 413.29	4 525.60	
B 2	2 993.87	3 092.71	3 191.55	3 290.39	3 389.23	3 488.07	3 586.91	3 685.75	3 784.59	3 883.43	3 982.27	
B 1	2 659.53	2 747.28	2 835.03	2 922.78	3 010.53	3 098.28	3 186.03	3 273.78	3 361.53	3 449.28	3 537.03	
C 6	3 708.86	3 820.08	3 931.30	4 042.52	4 153.74	4 264.96	4 376.18	4 487.40	4 598.62	4 709.84	4 821.06	
C 5	3 308.72	3 407.99	3 507.26	3 606.53	3 705.80	3 805.07	3 904.34	4 003.61	4 102.88	4 202.15	4 301.42	
C 4	3 020.69	3 111.38	3 202.07	3 292.76	3 383.45	3 474.14	3 564.83	3 655.52	3 746.21	3 836.90	3 927.59	
C 3	2 752.09	2 834.61	2 917.13	2 999.65	3 082.17	3 164.69	3 247.21	3 329.73	3 412.25	3 494.77	3 577.29	
C 2	2 551.71	2 628.26	2 704.81	2 781.36	2 857.91	2 934.46	3 011.01	3 087.56	3 164.11	3 240.66	3 317.21	
C 1	2 379.99	2 451.40	2 522.81	2 594.22	2 665.63	2 737.04	2 808.45	2 879.86	2 951.27	3 022.68	3 094.09	

OTHER ELEMENTS OF REMUNERATION

A – Expatriation Allowance	Categories A, L, B
Article 18.A: Staff appointed before 1 January 1996	
Staff not entitled to the household allowance:	16% of the basic salary
Staff entitled to the household allowance:	20% of the basic salary
The allowance is calculated on the basis of the basic salary for the grade and step of the staff member. ^{(1) (2)}	
Article 18.B: Staff appointed between 1 January 1996 and 5 July 2012	
Staff not entitled to the household allowance:	14% of the basic salary
Staff entitled to the household allowance:	18% of the basic salary
The allowance is calculated on the basis of the basic salary for the first step in the grade of recruitment or promotion of the staff member. In years eleven, twelve and thirteen, the rates of 14% and 18% shall be reduced by one point per year respectively to 11% and 15%. ^{(1) (2)}	
⁽¹⁾ The amount of the expatriation allowance cannot be lower than the amount payable to officials in grade B3, step 1.	
⁽²⁾ Greece and Turkey : Expatriated staff nationals of non adjacent countries Greece = 24% & 30%* Turkey = 32% & 40%*	
*Not applicable to EUMETSAT as there are no such staff expatriated to Greece or Turkey.	
Article 18.C: Staff appointed on or after 6 July 2012	
For all staff :	10% of the basic salary
The allowance is calculated on the basis of the basic salary for the first step in the grade of recruitment or promotion of the staff member. As from the sixth year, the rate of 10% shall be reduced by two percentage points per year, reaching 0% as of the tenth year.	

B– Household Allowance	Categories A, L, B, C
The household allowance amounts to:	6% of the basic salary
The amount of household allowance cannot be lower than the amount payable to officials in grade B3, step 1.	

OTHER ELEMENTS OF REMUNERATION
AUTRES ELEMENTS DE LA REMUNERATION

1 JANUARY 2013 - 1^{er} JANVIER 2013

Children or Other Dependants' Allowance ⁽¹⁾ and Addition for Expatriated Children ⁽²⁾
Indemnité pour Enfant ou autre Personne à Charge ⁽¹⁾ et Supplément pour Enfant Expatrié ⁽²⁾

	CURRENCY MONNAIE	(1)	(2)	
AUSTRALIA	AUD	439.47	123.35	AUSTRALIE
AUSTRIA	EUR	296.09	83.05	AUTRICHE
BELGIUM	EUR	276.99	77.74	BELGIQUE
CANADA	CAD	381.07	107.27	CANADA
DENMARK	DKK	2,803.00	787.00	DANEMARK
FINLAND	EUR	332.26	93.03	FINLANDE
FRANCE	EUR	319.52	89.45	FRANCE
GERMANY	EUR	288.54	81.06	ALLEMAGNE
GREECE	EUR	256.16	71.92	GRECE
HUNGARY	HUF	67 537	18 957	HONGRIE
ICELAND	ISK	47 112	13 220	ISLANDE
IRELAND	EUR	304.40	85.17	IRLANDE
ITALY	EUR	294.58	82.68	ITALIE
JAPAN	JPY	60 555	16 935	JAPON
KOREA	KRW	457 206	128 316	COREE
LUXEMBOURG	EUR	276.99	77.74	LUXEMBOURG
MEXICO	MXP	3 473	976	MEXIQUE
NETHERLANDS	EUR	289.09	81.22	PAYS-BAS
NEW ZEALAND	NZD	537.88	150.85	NOUVELLE-ZELANDE
NORWAY	NOK	3,164.00	889.00	NORVEGE
POLAND	PLN	897.95	252.02	POLOGNE
PORTUGAL	EUR	235.94	66.27	PORTUGAL
SPAIN	EUR	273.71	76.81	ESPAGNE
SWEDEN	SEK	3,152.00	883.00	SUEDE
SWITZERLAND	CHF	517.23	145.22	SUISSE
TURKEY	TRY	484.34	135.86	TURQUIE
UNITED KINGDOM	GBP	243.28	68.41	ROYAUME-UNI
UNITED STATES	USD	346.28	97.40	ETATS-UNIS

Irrespective of the grade of the official, the amount of this allowance is to be paid per month per child or other dependant.

- (1) Le montant de cette indemnité est payé mensuellement pour chaque enfant ou autre personne à charge, quel que soit le grade de l'agent.

Officials entitled to the expatriation allowance with dependent children who are not paid an education allowance are entitled to be paid this additional monthly flat amount per child.

- (2) Les agents bénéficiaires de l'indemnité d'expatriation ayant des enfants à charge et qui ne perçoivent pas l'indemnité d'éducation bénéficient de cette majoration mensuelle forfaitaire par enfant.

ADVANCEMENT AND PERFORMANCE BONUS

1. An advancement within the same grade from one step to another shall be made progressively as follows:
 - grades A6 and A7: each year from step 1 to step 5 and every two years for the higher steps;
 - grades A2, A3 A4 and A5: each year from step 1 to step 7 and every two years for the higher steps;
 - grade A1: after having completed one year's service in the first step;
 - grades L1, L2, L3, L4, L5: every eighteen months;
 - grade L1: after having completed eighteen months' service in the first step;
 - categories B and C: each year from step 1 to step 8 and every two years for the higher steps.

Exceptionally, the Director-General may grant an advancement of more than one step at any suitable date in order to recognise special merits of a staff member. Special advancement granted by the Director-General is limited to a maximum of 2 steps, once in two years.

If the lack of efficiency is such as to render the staff member unsuitable for advancement, the Director-General may withhold advancement for a fixed period of time. This rule does not infringe upon the Director-General's right to impose the deferment of advancement to a higher step for other reasons as a disciplinary measure.

2. The Director-General may award a performance bonus of a lump sum payment of one or two times the annual value of the increment at grade A2 Step 1 on the salary scales adopted by Council to recognise exceptional performance of a staff member in achieving challenging objectives. The costs of these awards shall be within the budgetary provisions for human resources decided by Council.

Eligibility for performance bonus shall be confined to staff who occupy posts graded up to and including A5.

**INTERNAL TAX SCHEME
(Article 14)**

- 1** The tax to be applied to remuneration paid by EUMETSAT shall be determined and collected according to the procedures set out in the following.
- 2** According to Article 10 of the EUMETSAT Protocol on Privileges and Immunities, the Director-General and all staff members shall be liable for payment of the tax.
- 3** The tax shall be levied monthly on the total remuneration received from EUMETSAT, subject to the following provisions:
 - when determining the taxable income, no account shall be taken of sums which are paid in accordance with Staff Rules as reimbursement or compensation for costs incurred in the course of duty;
 - the taxable income shall exclude the allowances and benefits payable by reason of a staff member's family or social status set out below:
 - Household allowance
 - Dependants' allowance
 - Expatriation allowance
 - Education allowance
 - Installation allowance
 - Rent allowance
 - Language allowance
 - Reimbursement of mission expenses or payment of daily allowances arising from official duties or in connection with joining or leaving the service;
 - contributions paid by officials and deducted at source in respect of social security, including pensions, shall be deducted from the taxable income.

- 4** After determination of the taxable income the tax shall be calculated by applying the rates of tax given in the following table to the amount of the relevant taxable income:

RATE OF TAX %		TAXABLE INCOME PER MONTH (in EURO)
5.7	to the portion comprised between	751 – 1,100
9.3	"	1,101 – 1,500
12.0	"	1,501 – 2,000
16.7	"	2,001 – 2,500
25.0	"	2,501 – 3,000
31.0	"	3,001 – 3,500
34.5	"	3,501 – 4,500
38.0	"	4,501 – 5,500
43.0	"	5,501 – 8,500
44.5	"	8,501 – 12,500
46.0	"	12,501 – 16,500
46.8	To the portion exceeding	16,500

By way of derogation from the above rules, the rate of tax applied to remuneration in respect of overtime and shift allowance shall be that applied to the normal remuneration paid to the official concerned during the month of payment.

This scale shall be updated on 1 January each year by the application of the scale calculated by the Inter Organisations study section on salaries and prices in respect of German duty stations of the European Space Agency or such other scale as the EUMETSAT Council may decide to adopt.

- 5** When a taxable remuneration relates to a period of less than one month, the tax shall be levied at the rate applicable to the corresponding monthly remuneration.

When a taxable remuneration relates to a period of more than one month, the tax shall be calculated at the rate applicable to the remuneration relating to each individual month.

Regularisation payments, which do not relate to the month during which they are made, may, at the option of the official concerned, be subject to the tax to which they would have been liable had they been made at the normal dates or to the tax applicable in the month of actual payment.

- 6** Tax shall be withheld at source.

- 7** Tax levied shall be entered as revenue in EUMETSAT budgets.
- 8** As soon as possible after the end of each financial year the Director-General shall provide each member of staff with a statement showing the total remuneration paid for the year and the total tax levied by EUMETSAT. A copy of this statement shall be forwarded to the tax authorities of the State of which the staff member is a citizen.
- 9** Any instructions which the Director-General may find appropriate to issue concerning the implementation of these rules shall be submitted to the Council for approval.
- 10** Special rules shall be adopted by the Council if necessary, in order to offset a possible double taxation of the staff of EUMETSAT residing, by reason of their duties, on the territory of a State which is not party to the Convention.

I. SUBSISTENCE ALLOWANCE

- 1** Staff members travelling on mission shall be entitled to a daily subsistence allowance for each 24-hour period the mission lasts. They shall not (other than in the cases set out below) be entitled to a sum greater than the total amount of the subsistence allowance for each complete 24-hour period.

No subsistence allowance shall be due for any period of less than four hours.

Where the mission lasts four or more but less than eight hours, staff members shall receive one-quarter of the daily subsistence allowance. The same shall apply for any period of four or more but less than eight hours, over and above any complete 24-hour period.

Where the mission lasts eight hours or more and does not involve staying in a hotel, the staff members concerned shall receive one-half of the daily allowance. The same shall apply for any period of eight or more but less than 24 hours, over and above any complete 24-hour period.

Where the mission lasts eight or more but less than 24 hours and involves staying in a hotel, the staff members concerned shall be given the full amount of the daily subsistence allowance.

Where EUMETSAT takes direct charge of the costs of meals and overnight accommodation, or where these are included in the travel costs, the daily subsistence allowance shall be reduced by 15% for each main meal and 50% for overnight accommodation provided for in the total amount of the costs (60% including breakfast). The same shall apply in cases where the staff member is hosted by a government or other authority or a firm.

- 2** In the case of travel by train a notional period of 2 hours shall be added to the actual time for the purpose of calculating subsistence allowance, to allow for travelling time to the station, outward (1 hour) and from the station to the employee's home or the office inward (1 hour).
- 3** In the case of travel by air a notional period of 3 hours shall be added to the actual time for the purpose of calculating subsistence allowance, to allow for travelling time to the airport outward (1 1/2 hours) and from the airport to the employee's home or the office inward (1 1/2 hours).
- 4** In the case of a mission lasting more than two months, special provision may be adopted by the Director-General either at the commencement of, or during the mission, with regard to the rate of daily subsistence allowance to be paid from the commencement of the third month.

- 5** A staff member placed on sick leave during any such mission shall continue to draw the daily subsistence allowance. Should he be hospitalised, the daily subsistence allowance shall no longer be drawn and the expenses shall be reimbursed in accordance with Article 28.
- 6** If the expenditure for accommodation exceeds 60% of the daily subsistence allowance, a staff member may be reimbursed the excess amount partially or totally on presentation of vouchers and sufficient proof that the additional expenditure was unavoidable. This reimbursement should not normally exceed 30% of the amount of the daily subsistence allowance.

DAILY RATES OF SUBSISTENCE ALLOWANCE
TAUX DES INDEMNITES JOURNALIERES DE SUBSISTANCE

1.01.2013

		AMOUNTS MONTANTS	CURRENCY MONNAIE	
	ALBANIA	144	EUR	ALBANIE
	ANDORRA	198	EUR	ANDORRE
	ARMENIA	217	EUR	ARMENIE
	AUSTRALIA	392	AUD	AUSTRALIE
	AUSTRIA	217	EUR	AUTRICHE
	AZERBAIJAN	320	EUR	AZERBAÏDJAN
	BELGIUM	239	EUR	BELGIQUE
	BOSNIA and HERZEGOVINA	141	EUR	BOSNIE-HERZEGOVINE
	BULGARIA	147	EUR	BULGARIE
	CANADA	366	CAD	CANADA
	CHILE	121 320	CLP	CHILI
	CROATIA	160	EUR	CROATIE
	CYPRUS	168	EUR	CHYPRE
	CZECH Republic	228	EUR	République TCHEQUE
	DENMARK	2 065	DKK	DANEMARK
	ESTONIA	202	EUR	ESTONIE
	FINLAND	251	EUR	FINLANDE
FRANCE	Paris	284	EUR	Paris
	Others	229		Autres
	GEORGIA	202	EUR	GEORGIE
	GERMANY	215	EUR	ALLEMAGNE
	GREECE	220	EUR	GRECE
	HUNGARY	219	EUR	HONGRIE
	ICELAND	167	EUR	ISLANDE
	IRELAND	229	EUR	IRLANDE
	ISRAEL	1 158	ILS	ISRAËL
	ITALY	246	EUR	ITALIE
	JAPAN	31 860	JPY	JAPON
	KOREA, Republic of	359 976	KRW	République de COREE
	LATVIA	187	EUR	LETTONIE
	LIECHTENSTEIN	253	CHF	LIECHTENSTEIN

**DAILY RATES OF SUBSISTENCE ALLOWANCE
TAUX DES INDEMNITES JOURNALIERES DE SUBSISTANCE**

1.01.2013

		AMOUNTS MONTANTS	CURRENCY MONNAIE		
	LITHUANIA	180	EUR		LITUANIE
	LUXEMBOURG	239	EUR		LUXEMBOURG
	MALTA	223	EUR		MALTE
	MEXICO	4 657	MXN		MEXIQUE
	MOLDOVA, Republic of	172	EUR		République de MOLDOVA
	MONACO	272	EUR		MONACO
	MONTENEGRO	257	EUR		MONTENEGRO
	NETHERLANDS	243	EUR		PAYS-BAS
	NEW ZEALAND	393	NZD		NOUVELLE-ZELANDE
	NORWAY	2 053	NOK		NORVEGE
	POLAND	191	EUR		POLOGNE
	PORTUGAL	179	EUR		PORTUGAL
	ROMANIA	152	EUR		ROUMANIE
	RUSSIAN Federation	396	EUR		Fédération de RUSSIE
	SAN MARINO	229	EUR		SAINT-MARIN
	SERBIA	147	EUR		SERBIE
	SLOVAKIA	194	EUR		SLOVAQUIE
	SLOVENIA	223	EUR		SLOVENIE
	SPAIN	266	EUR		ESPAGNE
	SWEDEN	2 672	SEK		SUEDE
	SWITZERLAND	386	CHF		SUISSE
	"The former Yugoslav Republic of Macedonia"	165	EUR		"L'ex-République yougoslave de Macédoine"
	TURKEY	146	EUR		TURQUIE
	UKRAINE	259	EUR		UKRAINE
UNITED KINGDOM	London	236	GBP	Londres	ROYAUME-UNI
	Others	192		Autres	
UNITED STATES	Washington	332	USD	Washington	ETATS-UNIS
	New York	360		New York	
	Others	243		Autres	

II. TRAVEL EXPENSES ON MISSIONS

- 1** A staff member travelling on mission shall be entitled to reimbursement of the following travelling expenses:
 - the cost of the journey for the shortest standard route and most economical mode of transport;
 - the cost of seat reservations;
 - excess luggage charges, within limits previously authorised;
 - on production of vouchers, all supplements and subsidiary expenses of transport;
 - entertainment expenses actually incurred on production of vouchers within the limits previously authorised;
 - other necessary expenses actually incurred if justified (such as visas and injections). Expenses for passports are not reimbursed;
 - the cost of long-distance telephone calls or telex, if justified;
 - taxi fares, if justified;
 - costs for hiring a car after prior authorisation if in the interest of increased efficiency during the mission.
- 2** The mode and class of travel shall be determined in the Staff Instructions laid down by the Director General.

III. KILOMETRIC ALLOWANCE

1 Staff members may be authorised to travel by private car in the interest of EUMETSAT. In such cases they shall be entitled to an allowance per kilometre calculated on the basis of the quickest usual route;

- The allowance shall be paid on the basis of the rate applicable to the country of headquarters of EUMETSAT, irrespective of the country or countries where the travel takes place;
- If the staff member concerned has been authorised to carry passengers, he shall be paid an additional allowance per kilometre equal to:
 - for the first passenger, 10% of the rate for the kilometric allowance;
 - for each additional passenger, 8% of the rate for the kilometric allowance.
- If the quickest usual route followed involves special charges (such as tolls, transport of the car by a car ferry), such charges shall be reimbursed on application supported by vouchers.
- Staff members using their own cars must show beforehand that they hold an insurance policy covering third party risks and risks to passengers in particular. In the event of an accident, EUMETSAT will not refund the cost of any damage to property.

2 Staff members travelling in their own cars for their personal convenience with EUMETSAT's permission shall be entitled to the kilometric allowance or allowances set out in paragraph 5 above. The total paid to them shall in no case, however, exceed the cost of appropriate public transport by the quickest usual route (with no allowance for additional charges or reductions). For the purposes of this provision, the cost of appropriate public transport shall be:

- for a journey of 500 km or less the train fare;
- for all other journeys the fare for air travel;

CO-ORDINATED ORGANISATIONS

ORGANISATIONS COORDONNEES

**AMOUNTS OF THE KILOMETRIC ALLOWANCE
MONTANTS DE L'INDEMNITE KILOMETRIQUE**

1.01.2013

	AMOUNTS MONTANTS	CURRENCY MONNAIE	
AUSTRIA	0.52	EUR	AUTRICHE
BELGIUM	0.50	EUR	BELGIQUE
CANADA	0.59	CAD	CANADA
DENMARK	5.24	DKK	DANEMARK
FINLAND	0.55	EUR	FINLANDE
FRANCE	0.52	EUR	FRANCE
GERMANY	0.45	EUR	ALLEMAGNE
GREECE	0.47	EUR	GRECE
HUNGARY	123.00	HUF	HONGRIE
IRELAND	0.51	EUR	IRLANDE
ITALY	0.64	EUR	ITALIE
JAPAN	51.00	JPY	JAPON
LUXEMBOURG	0.50	EUR	LUXEMBOURG
MEXICO	6.62	MXN	MEXIQUE
NETHERLANDS	0.54	EUR	PAYS-BAS
NORWAY	5.82	NOK	NORVEGE
POLAND	1.68	PLN	POLAND
PORTUGAL	0.54	EUR	PORTUGAL
SPAIN	0.49	EUR	ESPAGNE
SWEDEN	4.88	SEK	SUEDE
SWITZERLAND	0.68	CHF	SUISSE
TURKEY	1.17	TRY	TURQUIE
UNITED KINGDOM	0.41	GBP	ROYAUME-UNI
UNITED STATES	0.39	USD	ETATS-UNIS

INDEMNITY FOR LOSS OF JOB

(Article 27)

- 1 The Director-General of EUMETSAT shall have power to award an indemnity for loss of employment to any staff member:
 - who holds a confirmed appointment;
 - and whose services are terminated for any one of the following reasons:
 - suppression of the budget post occupied by the staff member;
 - changes in the duties of the budget post occupied by the staff member of such a nature that he no longer possesses the required qualifications;
 - general staff cuts including those due to a reduction in or termination of the activities of EUMETSAT;
 - the withdrawal from EUMETSAT of the Member State of which the staff member is a national;
 - the transfer of the headquarters of EUMETSAT or of any of its units to another country and the consequent transfer of the whole staff concerned;
 - the refusal by the staff member, where his contract does not cover the point, to be permanently transferred to a country other than that in which he is serving;
 - and who, on expiry of his period of notice:
 - is not offered a post in the same grade in EUMETSAT, or
 - if employed in the public service, has not been immediately reintegrated in his national civil or military administration.
- 2 The method of calculating the indemnity differs as between fixed term appointments and indefinite term appointments.

The emoluments used as a basis in calculating the indemnity shall be taken into account at the expiry of the period of notice, even if the staff member has been exempted from serving it. The emoluments shall comprise basic salary, household allowance, dependants' allowance and EUMETSAT contribution to the Pension Scheme.

A. FIXED TERM APPOINTMENTS: AMOUNT OF INDEMNITY

- 3** The amount of indemnity for loss of job shall be equal to half the product of the monthly emoluments of the staff member multiplied by the number of months remaining up to the expiry of the term of his contract, provided that it shall in no case exceed:

- five months' emoluments in the case of a contract for three years or less;
- eight months' emoluments in the case of a contract for four years or for any term between three years and four years;
- ten months' emoluments in the case of a contract for more than four years.

4 Payment of the Indemnity

The indemnity shall be paid to the staff member in full at the time he leaves EUMETSAT.

B. INDEFINITE TERM APPOINTMENTS AMOUNT OF INDEMNITY

- 5** The amount of the indemnity expressed in months or fractions of a month of emoluments shall be one month's emoluments for each year of service from the date when the staff member joined EUMETSAT. However, the amount of indemnity so calculated shall be subject to a ceiling. This ceiling is set at eighteen months emoluments at 1st January 1987 and shall be raised at the rate of one month per year up to a maximum level of twenty-four months. Furthermore, the amount of indemnity shall not represent a number of months, or fractions of a month in excess of the period which the staff member would still have to serve before reaching the age limit specified by the Staff Rules of EUMETSAT.

- 6** The emoluments to be taken into account in calculating the amount of the indemnity shall be those received by the staff member at the date of leaving EUMETSAT.

7 Payment of Indemnity

The indemnity shall be paid in full at the time he leaves EUMETSAT.

**SOCIAL SECURITY
(Article 28)**

Staff members shall benefit from the social security system described below.

CHAPTER I

GENERAL PROVISIONS

ARTICLE 1

GENERAL PROVISIONS

Staff members shall benefit from the EUMETSAT social security system providing cover against the economic risks of accident, illness, death, maternity and unemployment under the conditions laid down in the following provisions and the Staff Instructions established by the Director-General for the implementation of such provisions.

ARTICLE 2

CONTRIBUTIONS

- 1 Staff members shall contribute to the social security system.
- 2 The staff members' contribution to the social security system shall be calculated as a percentage of their basic salaries. Exceptionally, the staff contribution to long-term care benefits and healthcare administration costs may be a fixed amount.
- 3 The rate of the staff contribution shall be 2.5% of the monthly basic salary towards benefits covering risks from accidents, illness, death and maternity and an additional contribution of 0.1% of their monthly basic salary towards benefits covering risks of unemployment. The staff contribution to long-term care insurance and to healthcare administration costs will be determined through Staff Instructions by the Director-General.
- 4 Recipients of a EUMETSAT pension shall pay a contribution in the amount of 2.5% of a reference pension based upon 35 years of service of the staff member in question at the grade and step on leaving service. These recipients shall contribute to long-term care benefits and to healthcare administration costs at the same rate as serving staff members.
- 5 Former staff members receiving EUMETSAT unemployment benefits shall pay contributions in the amount of 2.5% of their monthly unemployment benefits. Contributions towards long-term care benefits and to healthcare administration costs shall be made at the same rate as serving staff members.
- 6 Contributions to the EUMETSAT social security system will be deducted from the monthly basic salary, pension or unemployment benefits.

ARTICLE 3

COST REPARTITION

Regarding the cost of healthcare (including administration costs), death-in-service benefits and unemployment benefits, the long-term aim shall be a repartition of cost between the beneficiaries and EUMETSAT on a 1/3 : 2/3 basis. Regarding the cost of the long-term care benefits, the cost repartition shall be on a 1/2 : 1/2 basis.

CHAPTER II

HEALTHCARE BENEFITS

ARTICLE 4

HEALTHCARE BENEFITS

- 1 Healthcare benefits cover costs of medical treatment resulting from an accident, illness or maternity within the scope of a list of benefits as laid down in the Staff Instructions.
- 2 Active staff members, former staff members in receipt of a EUMETSAT pension and their respective spouses and dependent children are entitled to the same healthcare benefits in accordance with paragraph 1.
- 3 Persons in receipt of a EUMETSAT survivor's, reversion, orphan's or dependants' pension in accordance with the provisions of Annex VI Staff Rules are entitled to the same healthcare benefits as the staff members referred to in paragraph 2. Their spouses and dependent children are not entitled to these healthcare benefits.
- 4 For the duration of EUMETSAT unemployment benefits, former staff members and their spouses and dependent children are entitled to the same healthcare benefits as the staff members referred to in paragraph 2.
- 5 Staff members who resign, or whose contract is not renewed and who are unable to obtain cover from their national social security system, or their new employer, may obtain healthcare coverage on application if they pay the full costs of insurance as determined by the Staff Instructions. Persons insured are the former staff member, spouse and dependent children. Coverage is only provided for a duration of up to 12 months from the date of leaving service. Medical expenses are covered as determined by the Staff Instructions.
- 6 Spouses who are gainfully employed are entitled to healthcare benefits only up to the limit of the difference between the benefits provided by their health insurance scheme and those provided by the EUMETSAT healthcare scheme.

ARTICLE 5

INSURANCE CONTRACT

Healthcare and long-term care benefits may be provided on the basis of a contract with an insurer.

CHAPTER III

LONG-TERM CARE BENEFITS

ARTICLE 6

LONG-TERM CARE BENEFITS

- 1 Active staff members, former staff members in receipt of a EUMETSAT pension or EUMETSAT unemployment benefits, and their respective spouses and dependent children, who have, at 31 December 2004, concluded an insurance contract for long-term care that complies with the German social security system, or similar cover which is valid in another Member State, may obtain reimbursement of 50% of the cost of insurance premium incurred, subject to the ceilings established in the Staff Instructions.
- 2 Active staff members, former staff members in receipt of a EUMETSAT pension or EUMETSAT unemployment benefits, and their respective spouses and dependent children, shall be entitled to long-term care benefits in accordance with the terms of an insurance contract concluded by EUMETSAT.
- 3 Paragraphs 1 and 2 shall also apply to persons in receipt of a EUMETSAT survivor's, reversion, orphan's or dependants' pension in accordance with the provisions of Annex VI Staff Rules. Their spouses and dependent children are not entitled to these benefits.

CHAPTER IV

DEATH-IN-SERVICE BENEFITS

ARTICLE 7

DEATH-IN-SERVICE BENEFITS

- 1 Spouses, dependent children and legal heirs of active staff members are entitled to death-in-service benefits in case of death of active staff members.
- 2 Benefits are twice the staff members' annual basic salary and, in addition, three annual basic salaries in case of death due to an insured accident as defined in the Staff Instructions.

CHAPTER V

UNEMPLOYMENT BENEFITS

ARTICLE 8

ENTITLEMENT AND CONDITIONS OF ELIGIBILITY

- 1 Staff members who become unemployed as a result of termination of contract or discharge are eligible for unemployment benefits under the conditions laid down below.
- 2 To become eligible for unemployment benefit, a staff member must:
 - a) have completed a qualifying period of at least two years of EUMETSAT employment;
 - b) be unemployed immediately following the date on which he/she left the Organisation;
 - c) have personally registered as unemployed with the labour authorities of the country of the staff member's last posting, the country of which the staff member is a national, or the country of which his/her spouse is a national;
 - d) be at the disposal of the employment agency of the relevant country;
 - e) have made all reasonable efforts to take up another acceptable employment. The criteria of acceptability are determined in accordance with the rules of the country in which the staff member registers as unemployed.
- 3 The staff member claiming unemployment benefits shall be required to provide documentary evidence of eligibility.
- 4 Entitlement to payment of unemployment benefits shall commence on the day following the date of termination of the staff member's contract.

ARTICLE 9

EXCLUSIONS

Exclusion from unemployment benefits shall be for the following reasons:

- a) separation from EUMETSAT due to resignation, refusal of a further contract by a staff member or dismissal;
- b) staff having the right to return to work for a national administration;
- c) staff eligible for a retirement pension or invalidity pension from EUMETSAT or a national pension system. Concerning national pension systems, the notion of eligibility shall refer to the normal retirement age, as defined by the relevant national system.

ARTICLE 10

DURATION OF UNEMPLOYMENT BENEFITS

The maximum duration of entitlement to unemployment benefits depends on the age of the staff member at the time of leaving EUMETSAT employment, in accordance with the following table:

Age	Duration of benefit
Under 36 years	6 months
37-40 years	9 months
41-45 years	12 months
46-50 years	18 months
51 and above	24 months

ARTICLE 11

AMOUNT OF UNEMPLOYMENT BENEFITS

- 1 The amount of monthly unemployment benefits shall be defined on the basis of the basic salary related to the grade and step of the staff member when leaving service with EUMETSAT.
- 2 The applicable basic salary shall be defined in accordance with the salary scales in force in the last duty station of the staff member.
- 3 Unemployment benefits shall depend on the family status of the staff member and shall be calculated in accordance with the following scale:

Staff member status	% of basic salary
- not entitled to household allowance	60%
- entitled to household allowance 65%	65%
- additional allowance per dependant child	2.5% (with a maximum of 10%)

- 4 The maximum amount of unemployment benefits shall correspond to the basic salary for grade A3, Step 1. The amount of unemployment benefits shall not be less than the basic salary for grade C1, Step 1.

ARTICLE 12

EXHAUSTION OF OTHER BENEFITS

- 1 Unemployment benefits will take into account any indemnity for loss of job as defined in Annex IV of the Staff Rules to avoid double-entitlement.
- 2 Unemployment benefits received by any national social security system will be deducted from EUMETSAT unemployment benefits to avoid double-entitlement.

CHAPTER VI

FINAL PROVISIONS

Annex V will enter into force on the date on which it is adopted by the Council.

**PENSION SCHEME
(Article 28)**

Staff members shall benefit from the pension scheme described below (Part A: 1986 Pension Scheme; Part B: 2011 Pension Scheme).

PART A

1986 PENSION SCHEME ("PENSION SCHEME OF THE COORDINATED ORGANISATIONS")

The 1986 Pension Scheme is the Pension Scheme of the Coordinated Organisations set out in the 94th Report of the CCG and applies to staff who took up duty:

- before 31 December 2010; or
- after 31 December 2010 but who were previously affiliated to this Pension Scheme of the Coordinated Organisations and have paid back the leaving allowance.

CHAPTER I GENERAL PROVISIONS

ARTICLE 1 SCOPE

- 1** The pension scheme established by these Rules applies to staff holding indefinite term or definite or fixed term appointments in:
 - the Council of Europe;
 - the European Centre for Medium Range Weather Forecasts (ECMWF);
 - the European Organisation for the Exploitation of Meteorological Satellites (EUMETSAT);
 - the European Space Agency (ESA) (ex European Organisation for the Development and Construction of Space Vehicle Launchers (ELDO) and European Space Research Organisation (ESRO);
 - the North Atlantic Treaty Organisation (NATO);
 - the Organisation for Economic Co-operation and Development (OECD);
 - the Western European Union (WEU);who are not affiliated to any other pension scheme set up by one of these Organisations after 31 December 2000.
- 2** This scheme shall not apply to other categories of personnel defined in each Organisation, such as experts, consultants, temporary staff, auxiliary staff, employees and personnel hired under local labour legislation.
- 3** In these Rules, the term "Organisation" refers to that Organisation listed in paragraph 1 above which employs the staff members to whom these Rules apply and the term "staff member"* means the staff referred to in paragraph 1 above.

ARTICLE 2 DEFERRED ENTITLEMENT

Where the medical examination which every staff member has to undergo as part of the appointment process (and the possible consequences of which have been duly notified to him before his appointment) shows him to be suffering from an illness or disablement, the Organisation may decide that, as regards risks arising from an illness or disablement existing before he took up his duties, the said staff member shall not be entitled to the invalidity or death benefits provided for in these Rules until the expiry of a period not exceeding five years from the date of his appointment. If a staff member leaves an Organisation listed in Article 1 and takes up employment in another Organisation listed in Article 1 within a period of not more

* In the present Rules, the terms "staff member" and "beneficiaries" apply equally to men and women.

than six months, the time spent in the service of the first said Organisation shall be deducted from this five-year period.

ARTICLE 3

DEFINITION OF SALARY

- 1** For the purposes of these Rules, salary shall be the monthly basic salary of the staff member, according to the scales in force in the Organisations listed in Article 1.
- 2** The salaries taken into consideration for the calculation of benefits shall be those of serving staff members, whether in respect of benefits to be paid in the future or those actually being paid.

ARTICLE 4

DEFINITION OF SERVICE CONFERRING ENTITLEMENT TO BENEFITS

- 1** Subject to the provisions of Articles 5 and 41.1, entitlement to benefit under these Rules shall be determined by the total of the periods actually served in the Organisations listed in Article 1:
 - i) as a staff member,
 - ii) in any other capacity prior to appointment as a staff member, provided any periods so served were not separated by breaks of more than one year.
- 2** In addition to the total reckonable years of service thus calculated, a staff member may request, on cessation of work, that periods of service corresponding to certain statutory indemnities be taken into account, in particular, payment in lieu of notice, for loss of employment and for leave not taken under the provisions laid down by Instruction¹.
- 3** Periods of part-time service shall be taken into consideration in calculating entitlement to benefit under these Rules provided they correspond to at least half-time work as defined by the provisions laid down by Instruction.
- 4** The periods referred to in Article 16.3 shall also be taken into consideration.

¹ Unless otherwise specified, the term "provisions laid down by Instruction" refers, throughout these Rules, to the implementation provisions referred to in Article 52 of the Pension Rules.

ARTICLE 5

CALCULATION OF SERVICE CONFERRING ENTITLEMENT TO BENEFITS

- 1** Where a staff member appointed by one of the Organisations has previously served with one of the Organisations listed in Article 1², his entitlement to benefits under the terms of Article 4 shall be conditional upon his paying over to the Organisation which re-appoints him the amounts paid to him on leaving his previous service:

 - i) pursuant to Article 11;
 - ii) in respect of his Provident Fund Holding, within the limits stated in Article 44.2;

plus compound interest on such amounts at 4% per annum from the date when the staff member received them until the date when they are paid over in accordance with this paragraph.

Should the staff member fail to pay over the amounts in question, reckonable years of service shall count only as from the new appointment.
- 2** Where a staff member appointed by the Organisation was previously receiving a retirement pension in respect of service with one of the Organisations listed in Article 1, payment of that pension shall cease.

If the staff member refunds to the Organisation offering him a new appointment the pension payments he has received, the provisions of Article 4 shall apply on cessation of his new appointment.

If he does not make this refund, the years of service for which credit was acquired in the employment that originally entitled him to payment of the discontinued retirement pension shall be taken into account in the calculation of the retirement pension due on cessation of his new employment by reference to the salary for his last grading in such previous employment; moreover, that part of the final pension figure shall be abated by 5% for each whole year during which the staff member drew the initial pension before reaching pensionable age as laid down in Article 8.1.
- 3** Where a staff member ceases his functions at a grade or step lower than that which he had previously held in the Organisation or in a previous Organisation listed in Article 1, his entitlement to benefits under these Rules shall be determined by taking into account the total of his reckonable years of service and the benefits shall be calculated on the basis of the salary for the highest grading held by him. However, a reduction shall be made in the number of years of service to be credited to him in respect of time served at a lower grade or step after having held the grade by reference to which benefits are calculated; this reduction shall be proportionate to the difference between the said gradings.

² Insofar as the Pension Scheme set up by the present Rules is made applicable to staff members of the European Union Institute for Security Studies and Satellite Centre, Agencies of the European Union and previously of the WEU, a Member organisation of Co-ordination from the outset, such staff members shall benefit from the provisions of the present Article and of the other provisions of the Rules referring to Article 1.

- 4** For the implementation of paragraphs 2 and 3 above, salaries shall be taken into account in accordance with the scales in force when the final pension assessment is made.
- 5** The crediting of the periods referred to in Article 4.1 ii) shall be conditional on:
- i) the staff member submitting an application to that effect within six months following his taking up duty as a staff member; the application shall specify the periods of service with which the staff member wishes to be credited;
 - ii) the Organisation giving its agreement;
 - iii) the staff member paying, for each month of service with which he is to be credited, the contribution provided for in Article 41 calculated on the basis of his first monthly salary as a staff member.
- 6** A staff member appointed by EUMETSAT before 1 January 1991 having previously served as a staff member of ESA shall be granted benefits under the terms of Article 4 in respect of ESA service as follows:
- i) ESA service less than 10 years
- Granted benefits shall be conditional upon his paying over to EUMETSAT no later than 30 June 1996 the amounts paid to him on leaving ESA service pursuant to Article 11, plus compound interest on such amounts at the rate of 4% per annum from the date when the staff member received them until the date when they are paid over in accordance with this paragraph. The benefit granted shall be the number of years and months of ESA service to which the payment made pursuant to Article 11 relates.
- ii) ESA service 10 years and above
- The benefit granted shall be the amount of additional pension necessary to increase the deferred pension in respect of ESA service to that which would be payable on the basis of the grade and step on leaving EUMETSAT as defined in Article 10.
- A staff member appointed by EUMETSAT between 1 January 1991 and 1 July 2012 and having previous pensionable service with ESA shall be entitled to inward transfer of pension rights only in accordance with the provisions of Article 12.

ARTICLE 6

RECKONABLE YEARS OF SERVICE

- 1** The benefits provided for under these Rules shall be calculated by reference to reckonable years of service consisting of:
- i) service calculated in accordance with the provisions of Articles 4 and 5;
 - ii) service credited in accordance with Article 12.1.

- 2** Incomplete years of reckonable service shall be taken into account on the basis of one-twelfth of a year for each whole month of service. For benefit calculation purposes, the period remaining shall be treated as a whole month if it is equal to or more than fifteen days.

However, the period remaining shall not be taken into account for the purpose of calculating the ten years of service required for entitlement to the retirement pension provided for in Article 7.

- 3** In the case of part-time work:
- i) reckonable years of service shall be calculated in accordance with the ratio between the working hours corresponding to part-time service and the official number of hours for full-time work in the Organisation.
 - ii) however, reckonable years of service shall not be reduced when the staff member authorised to work part-time has contributed to the Pension Scheme on the basis of full-time work, by paying, in addition to his personal contribution to the Pension Scheme for the part corresponding to his part-time work, a contribution equal to three times the rate of contribution mentioned in Article 41.4 on the difference in salary between his part-time work and the corresponding full-time work, under the provisions laid down by Instruction.

ARTICLE 6 bis

PART-TIME SERVICE

EFFECTS ON THE CALCULATION OF ENTITLEMENT

- 1** Where at the time of termination of his service a staff member was working part-time, the salary taken into account in calculating his pension entitlement shall be that payable for full-time work at his grade and step as provided in these Rules.
- 2** However, when a staff member terminating his service in the circumstances described in paragraph 1 above had been recruited to serve on a part-time basis, or authorised to work part-time for an indefinite period or for a fixed term renewable by tacit agreement and if the provisions of Article 6.3 ii) are not applied, the rate of the invalidity pension provided for in Article 14.2, and the minimum and maximum amounts that apply, shall be set in accordance with the provisions laid down by Instruction.

CHAPTER II
RETIREMENT PENSION AND LEAVING ALLOWANCE
SECTION 1: RETIREMENT PENSION

ARTICLE 7
CONDITIONS OF ENTITLEMENT

A staff member who has completed ten or more years' service, within the meaning of Article 4, in one or more of the Organisations listed in Article 1 shall be entitled to a retirement pension.

ARTICLE 8
AGE OF ENTITLEMENT- DEFERRED PENSION AND EARLY PENSION

- 1** A staff member shall become eligible for a retirement pension at the age of 60.
- 2** Pension rights shall continue to accrue to a staff member continuing to be employed after pensionable age, but his pension shall not exceed the maximum amount laid down in Article 10.2.
- 3** If a staff member ceases his functions before pensionable age, payment of his retirement pension shall be deferred until he reaches that age.
- 4** However, a staff member who retires before pensionable age may request early payment of his pension provided he is at least 50 years old.

In such case, the amount of the retirement pension shall be reduced by reference to the age of the staff member when payment of his pension begins, as shown in the table below.

Age when payment of pension begins	Ratio of pension on early retirement to pension at 60
50	0.60
51	0.63
52	0.66
53	0.69
54	0.73
55	0.77
56	0.81
57	0.85
58	0.90
59	0.95

**ARTICLE 9
COMMENCEMENT AND CESSATION OF ENTITLEMENT**

- 1** Entitlement to payment of a retirement pension shall commence on the first day of the month following that in which the person concerned became eligible for payment of the pension.
- 2** Entitlement shall cease at the end of the month in which the pensioner dies.

**ARTICLE 10
RATE OF PENSION**

- 1** The amount of the retirement pension shall be, per reckonable year of service within the meaning of Article 6, 2% of the salary corresponding to the last grade held by the staff member for not less than one year before cessation of his appointment and the last step held in that grade.
- 2** The maximum rate of the pension shall be 70% of this salary, subject to the provisions of paragraph 3 below.
- 3** The amount of the retirement pension shall not be less than 4% of the salary for grade C1, step 1, per reckonable year of service credited pursuant to Article 6; it may not, however, exceed the staff member's last salary as defined in Article 3.

SECTION 2: LEAVING ALLOWANCE

**ARTICLE 11
LEAVING ALLOWANCE**

- 1** A staff member whose service ceases otherwise than by reason of death or invalidity and who is not entitled to a retirement pension or to the benefit of the provisions of Article 12.2 shall be entitled on leaving to a payment of:
 - i) the aggregate amount deducted from his salary in respect of his pension contribution, together with compound interest at the rate of 4% per annum;
 - ii) an allowance equal to one month and a half of his last salary multiplied by the number of reckonable years of service credited within the meaning of Article 6*;
 - iii) one-third of the amounts paid to the Organisation under the provisions of Article 12.1 together with compound interest at the rate of 4% per annum. Should, however, the whole of these amounts have to be refunded to his previous employer, the reckonable years of service corresponding to those amounts shall be disregarded in the calculation of the leaving allowance.

* See Article 33.7.

- 2 A staff member who is re-appointed by the Organisation after having received a leaving allowance must pay it back if the period during which he was not employed by the Organisation, in whatever capacity, is less than twelve months.

SECTION 3: INWARD AND OUTWARD TRANSFER OF PENSION RIGHTS

ARTICLE 12

INWARD AND OUTWARD TRANSFER OF PENSION RIGHTS

- 1 A staff member who enters the service of the Organisation after leaving the service of a government administration or national organisation, or international organisation not listed in Article 1 or a firm, may arrange for payment to the Organisation in accordance with the provisions laid down by Instruction, of any amounts corresponding to the retirement pension rights accrued under the pension scheme to which he was previously affiliated in so far as that scheme allows such a transfer.

In such cases, the Organisation shall determine, by reference to the provisions laid down by Instructions, the number of years of reckonable service with which the staff member shall be credited under its own Pension Scheme.
- 2 A staff member who leaves the service of the Organisation to enter the service of a government administration or national organisation, or international organisation not listed in Article 1, which has entered into an agreement with the Organisation, shall be entitled to transfer to the pension fund of that administration or organisation:
 - i) either the actuarial equivalent of his retirement pension rights accrued under these Rules, such equivalent being calculated in accordance with the provisions laid down by Instruction;
 - ii) or, in the absence of such rights, the amounts provided under Article 11.
- 3 If, as a result of a staff member's transfer from one Organisation listed in Article 1 to another, the leaving allowance is paid by an Organisation other than that which received the amounts referred to in paragraph 1 above, Article 11.1.iii shall apply as if the Organisation responsible for paying the leaving allowance had received the amounts referred to.

**CHAPTER III
INVALIDITY PENSION**

**ARTICLE 13
CONDITIONS OF ENTITLEMENT - INVALIDITY BOARD**

- 1** Subject to the provisions of Article 2, an invalidity pension shall be payable to a staff member who is under the age limit laid down in the Staff Rules and who, at any time during the period in which pension rights are accruing to him, is recognised by the Invalidity Board defined below to be suffering from permanent invalidity which totally prevents him from performing his job or any duties corresponding to his experience and qualifications which may have been proposed to him by the Organisation.
- 2** The Invalidity Board shall consist of three medical practitioners, the first two being appointed by the Organisation and the staff member concerned, respectively, and the third one selected jointly by the first two. Cases shall be submitted to it by the Organisation either on its own initiative or at the request of the staff member concerned.

**ARTICLE 14
RATE OF PENSION**

- 1** Subject to the provisions of Article 5.3, the invalidity pension shall be equal to the retirement pension to which the staff member would have been entitled at the age limit laid down in the Staff Rules if he had continued to serve until that age, the requirement for a minimum of ten years' service under Article 7 not being applicable.
- 2** However, where the invalidity arises from an accident in the course of the performance of his duties, from an occupational disease, from a public-spirited act or from risking his life to save another human being, the invalidity pension shall be 70% of his salary. In the event of invalidity resulting from a cause other than these, the invalidity pension provided for in this paragraph may not be less than the invalidity pension which would be payable under paragraph 1 of this Article.
- 3** The salary used as a basis for the calculation of the invalidity pension referred to in paragraphs 1 and 2 above shall be the salary for the grade and step held by the staff member in accordance with the scales in force at the date laid down in Article 17.1.
- 4** The invalidity pension shall not be less than 120% of the salary for grade C1, step 1, but may not be more than the last salary, such salaries being those which appear in the scales in force at the date laid down in Article 17.1 subject to any adjustments provided for in Article 36.

- 5 In the case of invalidity deliberately brought about by the staff member, the Organisation shall decide whether he should receive an invalidity pension or only a retirement pension or a leaving allowance, depending on his length of effective service.

ARTICLE 15

CONCURRENT EARNINGS

- 1 Where a person in receipt of an invalidity pension is nevertheless gainfully employed, this pension shall be reduced by the amount by which his pension together with the remuneration he receives for the said employment exceeds the salary for the highest step in the grade he held at the time of his being recognised an invalid.
- 2 This reduction shall apply only up to the age limit laid down in the Staff Rules.

ARTICLE 16

MEDICAL EXAMINATION - TERMINATION OF PENSION

- 1 While a person receiving an invalidity pension is still under the age limit laid down in the Staff Rules, the Organisation may have him medically examined periodically to ascertain that he still satisfies the conditions for entitlement to such pension, in particular having regard to any new duties corresponding to his experience and qualifications which may have been proposed to him by the Organisation.
- 2 When a person receiving an invalidity pension who has not reached the said age limit ceases to satisfy the conditions for entitlement to the invalidity pension, the Organisation shall terminate that pension.
- 3 The time during which the person concerned has received his invalidity pension shall then be reckoned, without payment of back contributions, for the calculation of the leaving allowance or retirement pension, as the case may be.

ARTICLE 17

COMMENCEMENT AND CESSATION OF ENTITLEMENT

- 1** Entitlement to an invalidity pension shall commence on the first day of the month following the date of the beginning of the invalidity as recognised by the Invalidity Board.
- 2** Subject to the application of Article 16.2:
 - i) the invalidity pension payable under Article 14.2 shall be paid for life;
 - ii) in other cases, entitlement to an invalidity pension shall terminate:
 - either at the age limit laid down in the Staff Rules; or,
 - at the end of the month in which the recipient of such a pension dies.

Where the invalidity pension terminates because the person concerned has reached the age limit laid down in the Staff Rules, he shall, notwithstanding the ten-year minimum requirement provided for in Article 7, be entitled to a retirement pension calculated as if he had remained in service until that age.

- 3** Invalidity pensions assessed before 25 June 2003, whatever the cause of the invalidity, shall be paid for life.

CHAPTER IV

SURVIVOR'S AND REVERSION PENSIONS

ARTICLE 18

CONDITIONS OF ENTITLEMENT

- 1** The surviving spouse* of a staff member who died in service shall be entitled to a survivor's pension, provided they had been married to each other for at least one year at the time of the staff member's death, unless the death resulted either from disablement or illness contracted in the performance of his duties, or from an accident.
- 2** A reversion pension shall be payable to the surviving spouse:
 - i) of a former staff member receiving an invalidity pension, if they were married to each other for at least one year at the time of his being recognised an invalid; this condition of anteriority shall not apply if the marriage had existed for at least five years at the time of the former staff member's death, or if the death resulted either from disablement or illness contracted in the performance of his duties, or from an accident;

* Wherever it occurs in these Rules, the expression "surviving spouse" applies indifferently to the wife or husband of the deceased staff member.

- ii) of a former staff member receiving a retirement pension, if they had been married to each other for at least one year at the time when the former staff member's appointment ceased; this condition of anteriority shall not apply if the marriage had existed for at least five years at the time of the former staff member's death; or
 - iii) of a former staff member entitled to a deferred pension, if they had been married to each other for at least one year at the time when the former staff member's appointment ceased; this condition of anteriority shall not apply if the marriage had existed for at least five years at the time of his death.
- 3** The above-prescribed conditions of anteriority or minimum duration of marriage shall not apply where there are one or more children of the marriage or of a marriage of the staff member contracted prior to the cessation of his appointment, inasmuch as the non-remarried surviving spouse is providing for their needs; in such case, the survivor's or reversion pension shall be payable, under the derogation provided for in the present paragraph, for so long as the children are actually being so provided for.
- When they are no longer being so provided for, the survivor's or reversion pension shall nonetheless continue to be payable for so long as the surviving spouse does not have an income of his own from the exercise of any occupation, or from any retirement pension or other survivor's or reversion pension, equal to at least the amount of the survivor's or reversion pension from the Organisation.
- 4** Entitlement to a survivor's or reversion pension shall be subject to the provisions of Article 2.

ARTICLE 19 RATE OF PENSION

- 1** Survivor's and reversion pensions shall be 60% of:
- i) the retirement pension that would have been payable to the staff member, had he not died in service, on the basis of his reckonable years of service credited up to the time of his death, the requirement for a minimum of ten years' service under the provisions of Article 7 not being applicable;
 - ii) the deferred retirement pension that would have been paid to the former staff member at pensionable age as laid down in Article 8.1;
 - iii) the invalidity pension that was actually being paid to the former staff member at the time of his death, no account being taken of any reductions under Article 15;
 - iv) the retirement pension that was actually being paid to the former staff member at the time of his death, no account being taken of any reductions under Article 8.4.

- 2** Where a staff member has died as a result of an accident in the course of the performance of his duties, from an occupational disease, from a public-spirited act or from risking his life to save another human being, the survivor's pension shall be 60% of the invalidity pension to which the staff member would have been entitled under Article 14.2 had he survived.
- 3** The survivor's or reversion pension shall not be less than 35% of the staff member's last salary; nor shall it be less than 100% of the salary for grade C1, step 1.
- 4** However, the reversion pension shall not exceed the amount of the former staff member's own pension in the cases covered by paragraph 1 ii), iii) and iv) above, nor the amount of the pension to which the former staff member would have been entitled had he reached the age limit laid down in the Staff Rules at the time of his death.

ARTICLE 20

REDUCTION FOR DIFFERENCE IN AGE

Where the difference in age between the deceased staff member or former staff member and his younger surviving spouse and/or former spouse, less the length of time they have been married, is more than ten years, the survivor's or reversion pension, calculated in accordance with the preceding provisions, shall be subject to a reduction, per year of difference, amounting to:

- 1% for the years between ten and twenty, but not including twenty;
- 2% for the years twenty up to, but not including, twenty-five;
- 3% for the years twenty-five up to, but not including, thirty;
- 4% for the years thirty up to, but not including, thirty-five;
- 5% for the years from thirty-five upwards.

ARTICLE 21

REMARRIAGE

- 1** Entitlement to a survivor's or reversion pension shall cease on remarriage. The survivor shall be entitled to immediate payment of a capital sum equal to twice the annual amount of the pension, if there are no dependent children to whom the provisions of Article 25.4 apply.
- 2** The capital sum paid to the ex-spouse shall not be more than the amount to which he could still be entitled under Article 22.1.

ARTICLE 22

RIGHTS OF A FORMER SPOUSE

- 1** The non-remarried former spouse of a staff member or former staff member shall, on the latter's death, be entitled to a survivor's or reversion pension, provided that the staff member or former staff member was, at the time of his death and by virtue of a court decision which has become final and binding, under an obligation to pay maintenance or compensation to the former spouse in a personal capacity; but the survivor's or reversion pension shall not exceed the amount of such payment nor the payment duration foreseen in such court decision.

This entitlement shall not arise if the former spouse remarried before the staff member or former staff member died. If remarriage takes place after the staff member's or former staff member's death and while the conditions laid down in the sub-paragraph above are still fulfilled, the provisions of Article 21 shall apply.

- 2** Where a staff member or former staff member dies leaving both a spouse entitled to a survivor's or reversion pension and a non-remarried former spouse fulfilling the conditions laid down in paragraph 1 above, the whole of the survivor's or reversion pension shall be divided between the before-mentioned persons in proportion to the duration of their marriages.

The amount to which a non-remarried former spouse is entitled shall, however, not be more than the amount of maintenance or compensation payable at the time of the death of the staff member or former staff member.

- 3** Where one of the persons entitled to a survivor's or reversion pension renounces his share, ceases to satisfy the conditions of entitlement or forfeits his rights under Article 35, or where the amount of his pension has been restricted under the terms of the second sub-paragraph of paragraph 2 above, his share shall accrue to the share of the other person, except where pension rights revert to orphans, as provided under the last sub-paragraph of Article 25.3. In such a case, the restriction laid down in the second sub-paragraph of paragraph 2 above shall apply.

- 4** Reductions in respect of difference in age as provided for in Article 20 shall be applied separately to survivors' and reversion pensions calculated in accordance with the present Article.

ARTICLE 23

COMMENCEMENT AND CESSATION OF ENTITLEMENT

- 1** Entitlement to a survivor's or reversion pension shall commence from the first day of the month following that in which the staff member or former staff member died. If the salary of a staff member who died in service continues to be paid to a surviving spouse or former spouse directly and in full, under the Staff Rules of the Organisation, payment of the pension to the person concerned shall be deferred accordingly.

- 2** Entitlement to a survivor's or reversion pension shall cease at the end of the month in which the recipient of the pension dies or ceases to satisfy the conditions for entitlement to that pension.

**ARTICLE 24
INCAPACITATED WIDOWER**

Article Repealed

**CHAPTER V
ORPHAN'S OR DEPENDANT'S PENSION**

**ARTICLE 25
RATE OF ORPHAN'S PENSION**

- 1** Where a staff member or former staff member receiving a retirement or invalidity pension or entitled to a deferred pension dies, his children shall be entitled to an orphan's pension if they fulfil the conditions laid down in paragraph 2.
- 2** The legitimate, natural or adopted children of a staff member or former staff member who has died shall be entitled to an orphan's pension:
 - i) when the deceased or his household provided their main and continuing support at the time of death; and
 - ii) when they satisfy the conditions of age, education or handicap required for the granting of the allowance for a dependent child.

The legitimate or natural children of a deceased staff member or former staff member who were born not more than 300 days after his death shall also be entitled to an orphan's pension.

- 3** Where there are one or more persons entitled to a survivor's or reversion pension, the amount of the orphan's pension shall correspond to the higher of the following amounts:
 - i) 40% of the survivor's or reversion pension, no account being taken of reductions pursuant to Article 20; or
 - ii) 50% of the salary for grade C1, step 1, according to the scale in force when the former staff member's pension was assessed, this amount being updated in accordance with the provisions of Article 36, or, if he was not receiving a retirement or invalidity pension, according to the scale in force at the time of death.

The orphan's pension shall be increased, in respect of the second and every further beneficiary, by an amount equal to the allowance for a dependent child.

The orphan's pension shall be brought up to the level provided for in paragraph 4 below in the event of the beneficiaries of a survivor's or reversion pension dying or remarrying or losing their right to that pension.

- 4** Where there are no beneficiaries of a survivor's or reversion pension, the orphan's pension shall correspond to the higher of the following amounts:
- i) 80% of the survivor's or reversion pension, no account being taken of reductions pursuant to Article 20; or
 - ii) 100% of the salary for grade C1, step 1, according to the scale in force when the former staff member's pension was assessed, this amount being updated in accordance with the provisions of Article 36, or, if he was not receiving a retirement or invalidity pension, according to the scale in force at the time of death.
- The orphan's pension shall be increased, in respect of the second and every further beneficiary, by an amount equal to twice the allowance for a dependent child.
- 5** The total amount of the orphan's pension shall be divided equally among all the orphans.
- 6** Dependant's pensions assessed before 25 June 2003 shall continue to be paid.

ARTICLE 25bis

RATE OF PENSION FOR OTHER DEPENDANTS

- 1** Where a staff member or former staff member receiving a retirement or invalidity pension or entitled to a deferred pension dies, the persons (including children not fulfilling the conditions laid down in Article 25) recognised as satisfying the conditions for the granting of the allowance for a dependent child or dependent person under the Staff Rules of the Organisation shall be entitled to a dependant's pension.
- 2** The pension paid to each dependant shall be equal to the lowest of the following amounts:
- i) the amount, as recognised by the Organisation, of the support provided to that person by the staff member or former staff member at the time of his death;
 - ii) twice the amount of the dependant's allowance in force in the Organisation at the time of the death of the staff member or former staff member; or
 - iii) where an orphan's pension is paid, the amount of each orphan's share pursuant to Article 25.5.

ARTICLE 26

COMMENCEMENT AND CESSATION OF ENTITLEMENT

- 1** The pensions provided for under Articles 25 and 25 bis shall be payable as from the first day of the month following that in which the staff member or former staff member died. If the salary of a staff member who died in service continues to be paid to a surviving spouse or former spouse, directly and in full, under the Staff Rules of the Organisation, payment of the pensions shall be deferred accordingly.
- 2** The pensions under Articles 25 and 25 bis shall cease to be payable at the end of the month in which the child or other dependant ceases to satisfy the conditions for entitlement to the allowance for a dependent child or dependent person under the Staff Rules of the Organisation.

ARTICLE 27

BENEFICIARIES OF MORE THAN ONE CATEGORY

- 1** Where a staff member or former staff member leaves a spouse or former spouse, on the one hand, and children or dependent persons, on the other, with entitlement to a pension, the total pension, calculated as if for a surviving spouse having all these persons dependent on him, shall be apportioned among the various categories of beneficiaries in proportion to the pensions which would have been payable to each category if treated separately.
- 2** Where there are children or dependent persons from different family groups with entitlement to a pension, the total pension, calculated as though all were from the same family group, shall be apportioned among the various categories of beneficiaries in proportion to the pensions which would have been payable to each category if treated separately.

**CHAPTER VI
FAMILY ALLOWANCES**

**ARTICLE 28
GENERAL PROVISIONS**

- 1** Household allowance, children's or dependants' allowance, handicapped child allowance and education allowance, paid to the staff members of the Organisation as family allowances, are granted according to the modalities and conditions of entitlement provided for under the Organisation's Staff Rules and under the present Rules:

 - i) to the recipient of a retirement pension as from the age of 60;
 - ii) to the recipient of an invalidity pension;
 - iii) to the recipient of a survivor's or reversion pension, in respect of the sole beneficiaries who were or would have been recognised as depending on the staff member or the former staff member if he had not died.
- 2** The double entitlement regulations apply to any allowance of the same nature, regardless of its name.
- 3**

 - i) The household allowance shall be calculated by reference to the pension of the recipient.
 - ii) Where the recipient of a survivor's or reversion pension is a staff member of one of the Organisations listed in Article 1 or is in receipt of a pension assessed by any of these organisations, only one household allowance shall be granted.
 - iii) Where the spouse of a person entitled to a pension referred to in paragraph 1 is a staff member of one of the Organisations listed in Article 1 or is in receipt of a pension assessed by any of these organisations, the household allowance shall only be paid to one of these spouses.
 - iv) Where the spouse of the recipient of a pension referred to in paragraph 1 is entitled, under another scheme, to an allowance of the same nature as the household allowance, only the difference between the amount of the allowance under the present scheme and that of the allowance received by the spouse under the other scheme shall be paid to the recipient of the pension.
- 4** Where the recipient of a pension referred to in paragraph 1, or his household or the beneficiary concerned, is entitled to allowances referred to in paragraph 1 and also, under another scheme and for the same person, to a children's or dependants' allowance, or a handicapped child allowance of the same nature as those referred to in paragraph 1, the Organisation shall only pay the difference between the amount of the allowances granted under the present scheme and that of the allowances received under the other scheme.
- 5** The deduction of family allowances received under another scheme, referred to in Article 28.3 and Article 28.4, shall be automatic, save where the recipient produces evidence that the above-mentioned scheme makes a deduction of the amounts received under the present scheme.

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- 6** The amount of the allowance for a child or other dependant payable to the recipient of a survivor's or reversion pension shall be twice the normal amount.
- 7** Entitlement to the allowances provided for in this Article shall cease at the end of the month in which the conditions for entitlement to those allowances under the Staff Rules of the Organisation are no longer satisfied.

CHAPTER VII

CEILING ON BENEFITS

ARTICLE 29

CEILING ON BENEFITS FOR SURVIVING SPOUSE, FORMER SPOUSE(S), ORPHANS AND/OR DEPENDANTS

- 1** Where a staff member dies, the total amount payable in respect of survivor's, orphan's and dependant's pensions and of family allowances shall not exceed the maximum of the retirement pension referred to in Articles 10.2 and 10.3, together with the family allowances to which the deceased staff member was entitled. In any event, this total shall not exceed the last salary received by the staff member together with the family allowances to which he was entitled.
- 2** Where a former staff member receiving a retirement pension dies, the total amount payable in respect of reversion, orphan's and dependant's pensions and of family allowances shall not exceed the amount of the pension and family allowances received by the former staff member.
- 3** Where a former staff member entitled to a deferred or invalidity pension dies, the total amount payable in respect of reversion, orphan's and dependant's pension and of family allowances shall not exceed the amount of the retirement pension and family allowances he would have received if he had reached the statutory age limit at the time of his death.
- 4** The amounts payable in respect of survivor's, reversion, orphans' and dependants' pensions shall, where applicable, be reduced in proportion to the share of each beneficiary.

CHAPTER VIII

PROVISIONAL PENSIONS

ARTICLE 30

CONDITIONS OF ENTITLEMENT

- 1** Where a staff member or former staff member entitled to a retirement or invalidity pension has been missing for more than one year in circumstances justifying a presumption of death, the persons entitled under him may provisionally be awarded a survivor's, reversion, orphan's or dependant's pension, as appropriate.
- 2** The provisions of paragraph 1 above shall apply *mutatis mutandis* to persons recognised as dependants of a person in receipt of a survivor's or reversion pension, who has been missing for more than one year.
- 3** Provisional pensions under paragraphs 1 and 2 above shall be converted into definitive pensions when the death of the staff member, former staff member, spouse or former spouse has been established officially or when that person has been declared missing by a final court decision.

CHAPTER IX
DETERMINATION OF THE AMOUNTS OF BENEFITS
SECTION 1: ASSESSMENT OF ENTITLEMENT

ARTICLE 31
ORGANISATION RESPONSIBLE FOR THE ASSESSMENT

- 1** The assessment of entitlement to the benefits payable under these Rules shall be made by the Organisation, with the assistance of the International Service for Remunerations and Pensions, responsible for such part of the work as entrusted to it by the Organisation.
- 2** A detailed statement of the assessment shall be communicated to the staff member or the persons entitled under him after approval by the Organisation on the advice of the Pension Administrative Committee of the Co-ordinated Organisations (PACCO) referred to in Article 51.
- 3** Until this approval has been given, pensions shall be paid on a provisional basis.

ARTICLE 32
NO DOUBLE ENTITLEMENT

- 1** Without prejudice to the application of Articles 4 and 5, the following may not be paid concurrently out of the budgets of one or more of the Organisations listed in Article 1:
 - i) a retirement and an invalidity pension as provided for in these Rules or under the Rules of the New Pension Scheme or of the Defined Benefit Funded Pension Scheme³;
 - ii) a retirement or invalidity pension and unemployment benefits;
 - iii) two retirement pensions³.
- 2** Recipients of a retirement or invalidity pension under the present Rules may not be granted the status of staff member in the meaning of Article 1. The modalities for double entitlement to a retirement pension and any other remuneration paid by a Coordinated Organisation shall be defined by each Organisation.
- 3** Where they are due to the same cause, there can be no double entitlement to benefits under the present Rules and annuities under a scheme distinct from the Pension Scheme and financed by an Organisation listed in Article 1.

³ Except for long term consultants at ECMWF.

**ARTICLE 33
BASIS OF CALCULATION**

- 1** Pensions provided for in these Rules shall be calculated by reference to the salary defined in Article 3 and to the scales applicable to the country of the former staff member's last posting.
- 2** However, if the former staff member settles subsequently:
 - i) in a Member country of one of the Organisations listed in Article 1 of which he is a national; or
 - ii) in a Member country of one of the Organisations listed in Article 1 of which his spouse is a national; or
 - iii) in a country where he has served at least five years as a staff member in one of the Organisations listed in Article 1

he may opt for the scale applicable to that country.

The option shall apply to only one of the countries referred to in this paragraph, and shall be irrevocable except where paragraph 3 below is applicable.

- 3** On the death of his spouse, a former staff member who settles in the country of which he is a national, or of which such deceased spouse was a national, may opt for the scale applicable in that country.

The same option shall be open to the surviving spouse or former spouse of a former staff member and to orphans who have lost both parents.

- 4** The options available under paragraphs 2 and 3 shall be irrevocable.
- 5** If the staff member, spouse, former spouse or orphan opts for the scale of a country referred to in paragraph 2, but there is no scale approved by the Organisation for that country, the scale applicable to the country in which the Organisation responsible for paying his pension has its headquarters shall be applied temporarily until a scale has been adopted for the country chosen.
- 6** The scales referred to in this Article are those in force on the first day of the month following that in which the staff member's appointment has ceased.
- 7** The provisions of paragraph 2 above do not apply to the benefits under Article 11. However, a staff member who settles in a country of which he is a national may have the leaving allowance provided for in Article 11.ii) calculated in accordance with the scale for that country, provided such a scale has been approved by the Organisation at the time of his departure.

ARTICLE 34
RE-ASSESSMENT - CANCELLATION

- 1** The benefits may be re-assessed at any time in the event of error or omission of any kind. Any undue payments must be reimbursed. They may be deducted from the benefits payable to the person concerned or to the persons entitled under him or from the amounts due to his estate. The reimbursement may be spread over a period.
- 2** Benefits shall be subject to modification or cancellation if their award was contrary to the provisions of these Rules.

ARTICLE 35
REQUIREMENT OF EVIDENCE - FORFEITURE OF RIGHTS

- 1** Persons who are eligible for benefits under these Rules shall inform the Organisation or the International Service for Remunerations and Pensions of any facts which may affect their entitlement to benefits and furnish such supporting evidence as may be required by them.

Should they fail to comply with these obligations, they may be deprived of the right to benefits under these Rules; save in exceptional circumstances, they shall refund any sums received to which they were not entitled.

- 2** Where the surviving spouse, orphans or other dependants of a deceased staff member or former staff member fail to apply for their pension within twelve months from the date of his death, payment of the benefits under these Rules may, at the discretion of the Organisation, be deferred until the first day of the month following that in which they make their application.
- 3** Where a staff member's or a former staff member's former spouse referred to in Article 22 fails to apply for a pension within twelve months from the date of his death, the former spouse's rights may, at the discretion of the Organisation, be wholly forfeited.

SECTION 2: ADJUSTMENT OF BENEFITS

ARTICLE 36*

ADJUSTMENT OF BENEFITS

Should the Council of the Organisation responsible for the payment of benefits decide on an adjustment of salaries in relation to the cost of living, it shall grant at the same time an identical adjustment of the pensions currently being paid, and of pensions whose payment is deferred.

Should salary adjustment be made in relation to the standard of living, the Council shall consider whether an appropriate adjustment of pensions should be made.

SECTION 3: PAYMENT OF BENEFITS

ARTICLE 37

MODE OF PAYMENT

- 1** Subject to the provisions of Article 11 and unless otherwise provided under these Rules, pensions, family allowances and provisions for tax adjustments shall be paid monthly in arrears.
- 2** These amounts shall be paid by the Organisation, or by the International Service for Remunerations and Pensions if it has been empowered to do so.
- 3** Benefits shall be paid in the currency used in their calculation in accordance with Article 33.
- 4** Benefits shall be paid to the pensioner by bank transfer to his account either in the country whose scale was used to calculate these benefits, or in the country in which he resides.

ARTICLE 38

SUMS OWED TO THE ORGANISATION

Any sum owed by a staff member, former staff member or pensioner to any of the Organisations listed in Article 1 at the date when the benefits are payable under these Rules shall be deducted from the amount of these benefits or from the benefits payable to those entitled under him. The deduction may be spread over a period.

** Article 36 of the Pension Scheme Rules, relating to the arrangements for the adjustment of benefits, shall be interpreted, in all circumstances and whatever the current salary adjustment procedure, as follows: whenever the salaries of staff serving in the Co-ordinated Organisations are adjusted -- whatever the basis for adjustment -- an identical proportional adjustment will, as of the same date, be applied to both current and deferred pensions, by reference to the grades and steps and salary scales taken into consideration in the calculation of these pensions.*

ARTICLE 39

RIGHT OF SUBROGATION

- 1** Where a staff member's invalidity or death is attributable to a third party, the award of the benefits provided for in these Rules shall in principle be made subject to the beneficiary assigning to the Organisation his claims against such third party, up to the amount of such benefits.
- 2** However, the Organisation may waive its right to take action pursuant to such subrogation against the third party concerned where special circumstances justify such a waiver.

CHAPTER X

FINANCING THE PENSION SCHEME

ARTICLE 40

CHARGE ON BUDGETS

- 1** Benefits paid under this Pension Scheme shall be charged to the budgets of the Organisation responsible for the assessment of these benefits pursuant to Article 31.
- 2** The Member States of the Organisation jointly guarantee the payment of these benefits.
- 3** In the event of a merger, reconstitution or other transformation or in the event of dissolution of the Organisation, the Council or any ad hoc body set up, where required in one of the aforementioned cases, shall take the necessary measures to ensure uninterrupted payment of the pension scheme benefits until cessation of entitlement of the last beneficiary.
- 4** Should a country, being a Member or ex-Member of the Organisation, fail to comply with its obligations under this Article, the other countries shall meet the cost thereof in proportion to their contribution to the budgets of the Organisation as fixed annually from and after the said country's default.

ARTICLE 41

STAFF MEMBER'S CONTRIBUTION - COSTING THE SCHEME

- 1** Staff members shall contribute to the Pension Scheme.
- 2** The staff members' contribution to the Pension Scheme shall be calculated as a percentage of their salaries and shall be deducted monthly.
- 3** The rate of the staff contribution shall be set so as to represent the cost, in the long term, of one-third of the benefits provided under these Rules.
- 4** The rate of the staff contribution shall be 9%.

- 5** An actuarial study shall be carried out every five years for all the Organisations listed in Article 1, using the method described in Appendix 1. In accordance with the results of that study, the staff contribution rate shall automatically be adjusted, with effect from the fifth anniversary of the preceding adjustment, the rate being rounded to the nearest first decimal.

However, in the event of exceptional circumstances, the Co-ordinating Committee on Remuneration (CCR) could recommend that the date of that study, and of any adjustment of the contribution rate resulting therefrom, be advanced.

In such a case the normal 5-year interval between two studies and any adjustment of contributions resulting therefrom shall begin as from the date of that supplementary study except for a new application of the provisions of the preceding sub-paragraph.

- 6** Contributions properly deducted shall not be recoverable. Contributions improperly deducted shall confer no rights to pension benefits; they shall be refunded at the request of the staff member concerned or those entitled under him without interest.

CHAPTER XI

PROVISIONS RELATING TO ADJUSTMENT OF PENSIONS

ARTICLE 42

PENSIONS WHICH ARE SUBJECT TO NATIONAL TAX LEGISLATION

- 1** The recipient of a pension under these Rules shall be entitled to the adjustment applying to the Member State of the Organisation in which the pension and adjustment relating thereto are chargeable to income tax under the tax legislation in force in that country.
- 2** The adjustment shall equal 50% of the amount by which the recipient's pension would theoretically need to be increased, were the balance remaining after deduction of the amount of national income tax or taxes on the total to correspond to the amount of the pension calculated in accordance with these Rules.

For such purpose, there shall be drawn up, for each Member State, in accordance with the Implementing Instructions referred to in paragraph 6, tables of equivalence specifying, for each amount of pension, the amount of the adjustment to be added thereto. The said tables shall determine the rights of the recipients.

- 3** In calculating the theoretical amount of income tax or taxes referred to in paragraph 2 of this Article, account shall be taken only of the provisions of tax legislation and regulations affecting the basis of liability and the amount of income tax or taxes for all pensioner-taxpayers in the country concerned.

Pensioners without spouse or dependants shall be deemed to be in the position of a pensioner without entitlement to any tax reliefs or allowances for family responsibilities, all other recipients being deemed to be pensioners enjoying the tax reliefs and allowances of a person who is married without children.

No account shall be taken:

- of individual factors related to the personal circumstances or private means of a particular pensioner;
- of income other than that arising under these Rules;
- of the income of the spouse or dependants of the pensioner.

On the other hand, account shall, in particular, be taken of circumstances arising in the course of the year as a result of:

- a change in civil status or settlement in another place of residence with a different taxation system;
- commencement or cessation of payment of the pension.

- 4** The Organisation shall supply the Member States concerned with the names, forenames and full address of pensioners and the total amount of the pension and adjustment.

- 5** The recipient of an adjustment as specified in this Article shall be required to inform the Organisation of his full address and of any subsequent change therein.

Such recipient shall produce evidence of his pension and the relative adjustment having been declared or taxed; should he fail to comply with this obligation, he shall be deprived of the right to this adjustment and shall refund any amounts unduly received in this respect.

- 6** The other procedures for calculating the adjustment and, in particular, those necessitated by the special features of certain national tax laws, and the procedure for payment of the adjustment shall be laid down in the Implementing Instructions established in accordance with the tax legislation of Member States.

Notwithstanding Article 52, the Implementing Instructions referred to in this paragraph shall require approval by the Council (see Appendix 2).

CHAPTER XII
TRANSITIONAL ARRANGEMENTS APPLICABLE TO STAFF WHOSE SERVICE
BEGAN BEFORE 1ST JULY 1974

SECTION 1: STAFF WHOSE SERVICE DID NOT TERMINATE BEFORE 1ST
JANUARY 1973

ARTICLE 43
SCOPE

1 Permanent staff serving on 1st July 1974, must, within the period referred to in paragraph 4 i) of this Article, state in writing which one of the options referred to in Articles 44, 45 and 48 they wish to select. Staff failing to make their choice within that period shall be deemed to have chosen the option under Article 44 and to elect to be credited with past service for the periods referred to in paragraph 2 of that same Article.
This choice shall be irrevocable both for the staff member and for persons entitled under him.

- 2**
- i) Should a staff member who was serving on 1st July 1974 become incapacitated without having made the choice referred to in this Article, his choice will in future be limited to Articles 44 and 48.
 - ii) Should a staff member who was serving on 1st July 1974 die without having made the choice referred to in this Article, his spouse or, in the event of the latter's death, his orphans or other dependants, may only make the choices referred to in sub-paragraph i) above.
 - iii) The choice in favour of Article 44 or 48 must, in any event, be made by the staff member, or the persons entitled under him, within the period referred to in paragraph 4 i) of this Article, or, in the event of death of the staff member or his spouse, six months after the date on which the Organisation has notified the new scheme to the persons entitled under them.

In the cases dealt with in this paragraph 2, if the choice is not made within the time limit laid down, the staff member or the persons entitled under him shall be deemed to have made the choice covered by Article 48.

- 3**
- i) Staff who have left the Organisation between 1st January 1973 and 1st July 1974 may also opt for the Pension Scheme under the terms of Article 44 provided they make an application to this effect within the period referred to in paragraph 4 i) of this Article.

- ii) Should a staff member to whom this paragraph applies die without having opted for Article 44, the persons entitled under him may exercise such option not later than six months after the date on which they have been notified of the new scheme by the Organisation.

4

- i) The option period provided for in this Article shall end in each of the Organisations listed in Article 1.1 one year after final approval of these Rules has been given by the Council of the said Organisation, save in the cases referred to in paragraphs 2 iii) and 3 ii) of this Article.
- ii) The options provided for under this Section of the Rules shall take effect on 1st July 1974; however, the option referred to in paragraph 3 above shall take effect on the date of the award of the benefits under the Pension Scheme, but not earlier than 1st January 1973.

ARTICLE 44

PENSION WITH CREDIT FOR PAST SERVICE

- 1** A staff member to whom this Section of the Rules applies and who has chosen the option provided for by this Article shall be bound by the terms of the Pension Scheme, and be credited with any periods served by him before 1st July 1974 in one or more of the Organisations listed in Article 1.

- 2** A staff member credited with past service under paragraph I shall surrender his holding in the Provident Fund.

However,

- i) for the period prior to the setting-up of the Provident Fund, the staff member shall retain the difference between a) the amounts contributed by the Organisation plus their yield up to the date when the option referred to in Article 43.4 ii) takes effect, and b) the aforesaid amounts plus compound interest at 4 per cent per annum up to the aforesaid date;
- ii) for the period between the setting-up of the Provident Fund and the date when the option referred to in Article 43.4 ii) takes effect, the staff member shall retain such part of his holding as exceeds 21 per cent of the salaries paid to him during this period plus compound interest at 4 per cent per annum on the said amount of 21 per cent up to the aforesaid date;
- iii) notwithstanding the provisions of sub-paragraphs i) and ii) above, a staff member may not retain that part of his Provident Fund holding which corresponds to any interest-bonuses granted in certain Organisations.

The cost of crediting past service under this paragraph shall be determined in nominal terms in the currency of the country or countries of service where the salaries used as a basis for the calculation of contributions were actually paid, the necessary conversions into the currency ultimately used for keeping the individual accounts being effected on the basis of exchange rates in use for Provident Fund operations on the date when the option takes effect. In cases where the Provident Fund holding paid over to a staff member when he left is refunded, the cost of crediting past service may be paid directly in the currency (or currencies) in which the contributions were payable.

The crediting of past service in the manner prescribed in this paragraph shall be irrevocable and must include all periods of service covered by this paragraph.

3

- i) Where a staff member has exercised his right to make withdrawals from his Provident Fund holding and where, in consequence, the amount standing to his credit is less than the amount he would have surrendered under paragraph 2 if he had not made withdrawals, service prior to 1st July 1974 shall only be credited in the proportion these two amounts bear to each other.
- ii) This provision shall not apply where a staff member has, within the period referred to in Article 43.4 i), undertaken to repay the difference between the two amounts plus compound interest at the rate of 4 per cent per annum as from that date.
If the staff member makes only partial repayment, past service shall only be credited in the proportion referred to in the first sub-paragraph above.
- iii) Should a staff member become incapacitated or die without having made the choice referred to in this Article, the figure of 70 per cent referred to in Article 14.2 as well as the minimum pensions referred to in Articles 14.4 and 19.3 shall be reduced according to the ratio between:
 - the total number of years of service that would have been reckonable -up to the age limit laid down in the Staff Regulations, in the event of invalidity - allowing for the reductions referred to in this paragraph, and
 - the total number of years of service that would have been credited if the staff member had entirely repaid the withdrawals made from his Provident Fund holding.
- iv) Repayments provided for in this paragraph must be made within the time limit laid down in the Instructions for the implementation of these Rules.

- 4** A staff member may also, within the period referred to in Article 43.4 i), ask to be credited with service completed before his appointment as a permanent staff member, in accordance with Article 5.5.

- 5 A staff member to whom this Article applies and who leaves the Organisation at the age limit laid down in the Staff Regulations after having completed less than the ten years required under Article 7 shall be entitled to opt for a grant calculated in accordance with Article 11 or for a proportionately reduced pension calculated in accordance with Article 10.

ARTICLE 45

PENSION WITHOUT CREDIT FOR PAST SERVICE

- 1 A staff member to whom this Section of the Rules applies and who has chosen the option provided for by this Article shall be bound by the terms of the Pension Scheme but shall in derogation of Article 5.1 ii) irrevocably renounce the right to be credited with service prior to 1st July 1974 in one or more of the Organisations listed in Article 1.1.
- 2 If he leaves the Organisation without completing ten years' service subsequent to 1st July 1974 he shall receive a leaving allowance as provided for in Article 11 in respect of his service subsequent to that date.
- 3 If he leaves the Organisation after completing ten or more years' service subsequent to 1st July 1974 he shall, subject to the conditions laid down in Chapter II, be entitled to a retirement pension for his service subsequent to that date. In the calculation of the minimum retirement pension provided under Article 10.3 only the years served after the aforementioned date shall be taken into account.
- 4 If he becomes incapacitated or dies while serving, the provisions of Chapters III to VI shall be applied as appropriate.

ARTICLE 46

BONUS FOR SERVICE AFTER THE AGE OF SIXTY

- 1 A staff member to whom this Section of the Rules applies, who has chosen one of the options given in Articles 44 and 45, and who has continued to serve beyond the age of sixty, shall, in respect of each year completed after that age, be entitled to an increase in pension corresponding to 5 per cent of the reckonable years of service credited to him at the age of sixty, but
 - i) the increase granted in respect of each year served after the age of sixty shall not exceed 2 per cent of the salary defined in Article 10.1, and
 - ii) his total pension shall not exceed 70 per cent of the salary so defined.
- 2 Within the same limit, pension rights shall continue to accrue as provided for in Article 10.1.

- 3 This Article shall, in the case covered by Article 14.1, apply only in respect of actual service after the age of sixty.

ARTICLE 47

COMPENSATION FOR LOSS OF PREVIOUS PENSION RIGHTS

A staff member to whom this Section of the Rules applies may receive compensation by way of reckonable years of service under the conditions and within the limits laid down in the provisions implementing the Rules if he establishes that, by reason of having joined the Pension Scheme of the Organisation, he has been obliged to forfeit all or part of any pensions rights that may have accrued to him previously in his country of origin, without being able to obtain the actuarial equivalent of such rights.

ARTICLE 48

PROVIDENT FUND

- 1 A staff member to whom this section of the Rules applies may opt to remain in the Organisation's Provident Fund Scheme instead of receiving the benefits provided for in these Rules, where his contractual situation requires that such an option be given to him.
- 2 In derogation of Article 5.1 ii), he shall thus irrevocably renounce the right to be credited with service prior to 1st July 1974 in one or more of the Organisations listed in Article 1.1.

SECTION 2: STAFF WHOSE SERVICE TERMINATED BEFORE 1ST JANUARY 1973

ARTICLE 49

SCOPE

- 1 As a transitional measure, the provisions of these Rules shall, if so requested by them, apply to:
 - i) former staff members, with not less than ten years' service who left the Organisation at the age of sixty or more, and their widows, incapacitated widowers and orphaned children,
 - ii) the widows, incapacitated widowers and orphaned children of staff members who died while serving,
 - iii) staff members permanently incapacitated while serving, and their widows, incapacitated widowers and orphans, when the events referred to in i), ii) and iii) occurred before 1st January 1973.

- 2** These beneficiaries shall, however, refund to the Organisation responsible for payment of the benefits the Provident Fund holding due to the staff member at the time of his departure, death or recognition as unfit for service. This refund shall include non-reimbursed withdrawals under the conditions laid down in Article 44.3.

This refund shall be limited to the amount of contributions paid by the staff member and by the Organisation, plus compound interest at 4 per cent per annum, such refund shall be abated, where applicable, by an amount calculated by means of the following fraction:

- Numerator: the difference between the age of the staff member on 1st January 1973 and his age at the time of departure, death or recognition as unfit for service.
- Denominator: the difference between 80 and the age of the staff member at the time of departure, death or recognition as unfit for service.

- 3** The request referred to in paragraph 1 above must be made within the period referred to in Article 43.4 i), failing which the right to do so shall lapse. The benefits under this Article shall be granted with effect from 1st January 1973.
- 4** Benefits under this Article shall be calculated by reference to the staff member's grading when he left the service before 1st January 1973 but on the basis of the corresponding scales in force on 1st January 1973, subsequently adjusted in accordance with Article 36.
- 5** Staff to whom this Article applies shall not benefit under the provisions of Article 46.

SECTION 3: HARDSHIP ALLOWANCE

ARTICLE 50

HARDSHIP ALLOWANCE

- 1** As an exceptional measure, where a staff member governed by the transitional arrangements is - or the persons claiming under him are - unable to make the refunds required under Article 44 or Article 49, he - or they - may, if the Secretary-General considers this justified in the light of his - or their - overall income, be granted a hardship allowance. This allowance shall not exceed the amount of the minimum pension provided for in the Rules in respect of each category of beneficiary.

A hardship allowance may also be granted on grounds of low level of income to the widowers of female staff members who died before 1st January 1979. In this case any pension granted as the case may be to the children or other dependants shall be reduced to the amount laid down in Article 25.2.

- 2** The hardship allowance may only be granted as from the first day of the month following that in which the application is made, and in any event not earlier than 1st July 1974; it may not, however, be granted to a former staff member before he has reached the age of sixty, unless he is incapacitated.
- 3** Detailed application of this Article will be governed by the Instructions referred to in Article 52.

CHAPTER XIII FINAL PROVISIONS

ARTICLE 51 CO-ORDINATION

These Rules must be applied in a uniform manner by the Organisations listed in Article 1. To this end, the Secretaries/Directors-General of the said Organisations shall consult among themselves in order to carry out the appropriate co-ordination.

ARTICLE 52 DETAILED IMPLEMENTATION

Instructions for the implementation of these Rules shall be drawn up by the Director-General.

ARTICLE 53 ENTRY IN FORCE

These Rules shall enter into force on the date on which they are adopted by the Council.

APPENDIX 1

ACTUARIAL STUDIES (Annex VI, Chapter X, Article 41)

Periodicity: At least every 5 years

Method

- 1** Calculation, as at the effective date of the study for all the Organisations listed in Article 1, of the rate of contribution payable by staff in order to finance one-third of benefits provided under the Scheme, establishing the present value of future entitlements and salaries.
- 2** Projections of annual amounts of future entitlements will be calculated, on the one hand, for the overall population of staff members at the date of the study and, on the other hand, for the population of staff members who will be recruited by the Co-ordinated Organisations in the years to come. Projections of salaries for these populations will also be established year by year. Each of these amounts will be discounted to present worth.
- 3** Combining these results will make it possible to determine the rate of contribution needed to finance one-third of benefits provided under the Scheme.

Demographic assumptions

- 4** The demographic assumptions are derived from detailed demographic studies for each of the Co-ordinated Organisations. These studies examine past experience over a period of fifteen years in segments of five years so as to identify trends; they also take account of available forecasts regarding future numbers of staff.
- 5** The rates obtained are adjusted so as to eliminate distortions resulting from insufficient data in certain Organisations.

Economic assumptions

- 6** The discounting process is based on observed rates of return on long-term bonds issued in the reference countries, as from the date when they become a reference country.
- 7** A discount rate net of inflation shall be used. It shall be equal to the arithmetical average of average real rates observed over the thirty years preceding the date when the actuarial study is conducted.
- 8** The average real rate for a given past year is obtained from the real rates in each country, calculated as the difference between the rate of gross return on bonds and the corresponding rate of inflation, as shown by the national consumer price index. The average is obtained by weighting the real rate in each country by the number of serving staff in that country at the effective date of the study.

Salary increase assumptions

- 9** The salary increase assumptions are derived for each Organisation from an analysis of the past experience over a period of 15 years in segments of five years so as to identify trends. They also take account of available forecasts in that respect.

APPENDIX 2

IMPLEMENTING INSTRUCTIONS

(Annex VI Article 28, Chapter XI Article 42)

42.1 Scope and calculation of the adjustment

- i) Article 42 of the Pension Scheme Rules shall apply only if the pension and the adjustment relating to it are subject to taxes on income levied in a Member country of the Organisation. The family allowances provided for in Article 28 of the Pension Scheme Rules shall be assimilated to pensions in determining the tax adjustment insofar as similar allowances are taxable under the national tax legislation of the Member country.
- ii) The adjustment referred to in Article 42 of the Pension Scheme Rules shall be determined on the basis of the legal provisions relating to taxes on income in force in the Member country in which the pensioner is legally subject to such taxation. It shall be established in respect of pensions paid during the tax period as determined in that country.
- iii) Where the pension of a person entitled to the adjustment is paid in a currency other than that of the country in which such person is subject to taxes on income, the adjustment shall be determined on the basis of the pension converted into the currency of that country. Such conversion shall be effected at the rate obtained on the official exchange market.
- iv) Where the amounts paid during any tax period include arrears of pension relating to any previous period, the adjustment shall be determined or recalculated, as the case may be, with due regard to the tax treatment applicable to such arrears.

42.2 Establishment of tables of equivalence for payment of the adjustment

- i) Tables of equivalence for payment of the adjustment shall be established for each tax year by the International Service for Remunerations and Pensions, hereinafter referred to as "the Service".
- ii) The tax authorities of the Member countries shall provide the Service, at its request, with the details of legislation and regulations necessary for establishing the tables. The tables shall be checked and confirmed by the tax authorities of the Member country concerned. In the event of disagreement between such authorities and the Service on the content of the tables, the Secretaries/Directors-General and the Co-ordinating Committee shall consider the matter on the basis of Article 42 of the Pension Scheme Rules and of these Implementing Instructions.
- iii) Provisional tables of equivalence shall be drawn up prior to the commencement of the period to which they refer. They shall show, for rounded pension figures and in respect of each Member country, an amount equivalent to 90% of the monthly adjustment calculated according to the distinctions contained in Article 42.3 of the

Pension Scheme Rules and on the basis of the tax legislation in force at the time of drawing up the tables.

- iv) The provisional tables shall be revised whenever amendments to tax legislation involve a change in the amount of adjustment. The Secretaries/Directors-General and the Co-ordinating Committee may, however, decide by mutual agreement to dispense with the updating of tables in cases where the balance of gain or loss is minimal.
- v) As soon as the authorities in Member countries have finally adopted the tax legislation applicable to income for the period covered by the provisional tables, these latter shall be replaced by final tables establishing the rights of recipients in accordance with Article 42.2 of the Pension Scheme Rules. These final tables shall show the amount of the adjustment for the whole of the period which they cover, as well as the monthly amount of the adjustment.
- vi) The provisional and final tables of equivalence shall be accompanied by all such information as is necessary for their use. Such information shall include:
 - the rules to be observed in cases where changes in family status, dependants or permanent address ("domicile") of the person entitled to the adjustment may affect the amount of the adjustment which the person concerned may claim;
 - the names and addresses of the tax authorities to which the Organisations supply the information specified in Article 42.4 of the Pension Scheme Rules;
 - the evidence to be supplied by persons entitled to the adjustment as proof of the declaration for tax purposes, or the taxation, of their pension and the adjustment relating thereto;
 - the dates for making such declarations and for paying the tax in those Member countries which have been authorised to avail themselves of the provisions of Instruction 42.3 ii) below.

42.3 Method of payment of the adjustment

- i) The adjustment shall be paid by monthly instalments by way of advance at the same time as the pension and in an amount corresponding to that appearing in the provisional tables of equivalence referred to in Instruction 42.2 iii) above. The amounts of pension, arrears of pension and adjustment shall be shown separately on the instrument of payment issued to the recipient.
- ii) At the request of a Member country, the Secretaries/Directors-General and the Co-ordinating Committee may, by mutual agreement, decide that by way of exception to paragraph i) there shall be a time lag in payment of the monthly instalments of the adjustment relating to that Member country, provided, however, that the payment of the whole of the monthly instalments shall be finalised before the ultimate date for payment of the tax to which they refer.
- iii) As soon as the final tables of equivalence are available, the total amount of the monthly instalments paid in respect of the tax period shall be compared to the final amount of the adjustment due for the whole of that period. Any excess or shortfall shall be rectified but so, however, that the amount involved shall not be taken into account in determining the adjustment in respect of the following tax year.
- iv) The adjustments shall be paid in the currency of the country in which the recipient is subject to taxes on income.

42.4 Information to be supplied to Member countries by the Organisation

- i) The particulars specified in Article 42.4 of the Pension Scheme Rules shall consist of the following:
 - a) a personal particulars form giving names and forenames, full address and, if applicable, the residence for tax purposes (domicile fiscal) of the pensioner, the total amount of pension paid for the period constituting the tax year, the final amount of the adjustment arrived at for such period, and the amount of arrears of pension, identifying the year to which such arrears relate;
 - b) a master list reproducing, for each Member country, the information contained in the personal particulars form.
- ii) The particulars listed in paragraph i) of this Instruction shall be supplied to the tax authorities of the country in which the persons concerned are subject to taxes on income. A copy of the personal particulars form shall be sent to the pensioner and a copy of the master list shall be sent to the Representative of the country in question to the Organisation.
- iii) The obligations specified in this Instruction shall be complied with at the time of the rectification referred to in Instruction 42.3 iii) above.

42.5 Evidence of payment of tax

The tax authorities referred to in Instruction 42.2 vi) above shall inform the Service of the evidence by which, in accordance with Article 42.5 of the Pension Scheme Rules, recipients of the adjustment may establish that their pension and the relevant adjustment have been declared for tax purposes or have been taxed.

42.6 Financing the adjustment

- i) The cost of the adjustment provided in Article 42 of the Pension Scheme Rules shall be borne by the country in which the recipient thereof is subject to tax on income for the period considered.
- ii) Expenditure arising under paragraph i) of this Instruction shall be the subject of a separate budget line which shall be drawn up at the same time as the other budgets of the Organisation. Final settlement of the contributions to this separate budget shall be made at the end of the period to which it relates.

42.7 Transitional measures

- i) Arrears of pension relating to tax periods prior to the approval of the Pension Scheme Rules by the Council shall be treated as contributions towards the purchase of pension rights to the extent that they are set off against capital due for the crediting of the pensioner's past service.
- ii) The effect of this provision on the amount of the adjustment shall be determined by the tax authorities mentioned in Instruction 42.2 vi) above, in collaboration with the Service.

42.8 Date of effect

These Implementing Instructions shall enter into force on the date on which they are adopted by the Council.

PART B

2011 PENSION SCHEME ("NEW PENSION SCHEME")

CHAPTER I

GENERAL PROVISIONS

ARTICLE 1

SCOPE

- 1** The pension scheme established by these Rules, hereinafter referred to as the “New Pension Scheme” (NPS), applies to staff who:
 - took up duty after 31 December 2010;
 - have never contributed to the Pension Scheme of the Coordinated Organisations set out in the 94th Report of the CCG and in force in these Organisations; and
 - hold indefinite term or definite or fixed term appointments in the Organisation.
- 2** A staff member who, during his last appointment with a Coordinated Organisation, benefited from the provisions of Article 11 of the Pension Scheme of the Coordinated Organisation set out in the 94th Report of the CCG and who has not repaid the amounts provided for under that Article, shall be deemed to have relinquished entitlement to benefit from the said scheme and shall irrevocably be affiliated to the NPS.
- 3** The NPS shall not apply to other categories of personnel defined in the Organisation, such as experts, consultants, temporary staff, auxiliary staff, employees and personnel hired under local labour legislation, etc.
- 4** In these Rules, the term "Organisation" refers to EUMETSAT, the term “Other Organisation” means any other Co-ordinated Organisation that has adopted the NPS and the term "staff member"* means the staff referred to in paragraphs 1 and 2 above.

ARTICLE 2

DEFERRED ENTITLEMENT

Where the medical examination which every staff member has to undergo as part of the appointment process (and the possible consequences of which have been duly notified to him before his appointment) shows him to be suffering from an illness or disablement, the Organisation may decide that, as regards risks arising from an illness or disablement existing before he took up his duties, the said staff member shall not be entitled to the invalidity or death benefits provided for in these Rules until the expiry of a period not exceeding five years from the date of his appointment. If a staff member leaves an Organisation that has adopted the NPS and, within a period of not more than six months, enters into the service of another Organisation that has also adopted the NPS, the time spent in the service of the first Organisation shall be deducted from the period of deferred entitlement.

* In the present Rules, the terms “staff member” and “beneficiaries” apply equally to men and women.

**ARTICLE 3
DEFINITION OF SALARY**

Unless otherwise specified, for the purposes of these Rules, salary shall be the monthly basic salary of the staff member, according to the scales in force in the Organisation at the time when the pension is assessed, and updated in accordance with the provisions of Article 36.

**ARTICLE 4
DEFINITION OF SERVICE CONFERRING ENTITLEMENT TO BENEFITS**

- 1** Subject to the provisions of Articles 5 and 41.1, entitlement to benefit under these Rules shall be determined by the total of the periods actually served in the Organisation or in another Organisation:
 - i) as a staff member,
 - ii) in any other capacity prior to appointment as a staff member, provided any periods so served were not separated by breaks of more than one year.
- 2** In addition to the total reckonable years of service thus calculated, a staff member may request, on cessation of work, that periods of service corresponding to certain statutory indemnities be taken into account, in particular, payment in lieu of notice, for loss of employment, and for leave not taken, under the provisions laid down by Instruction¹.
- 3** Periods of part-time service shall be taken into consideration in calculating entitlement to benefit under these Rules provided they correspond to at least half-time work as defined by the provisions laid down by Instruction.
- 4** The periods referred to in Article 16.3 shall also be taken into consideration.

¹ Unless otherwise specified, the terms "provisions laid down by Instruction" refers, throughout these Rules, to the implementation provisions in Article 44.

ARTICLE 5

CALCULATION OF SERVICE CONFERRING ENTITLEMENT TO BENEFITS ¹

- 1** Where a staff member appointed by the Organisation has previously served with the Organisation or another Organisation², his entitlement to benefits under the terms of Article 4 shall be conditional upon his paying over to the Organisation which re-appoints him the amounts paid to him on leaving his previous service pursuant to Article 11 plus compound interest on such amounts at 4% per annum from the date when the staff member received them until the date when they are paid over in accordance with this paragraph.

Should the staff member fail to pay over the amounts in question, reckonable years of service shall count only as from the new appointment.
- 2** Where a staff member appointed by the Organisation was previously receiving a retirement pension in respect of service with another Organisation, payment of that pension shall cease.

If the staff member refunds to the Organisation offering him a new appointment the pension payments he has received, the provisions of Article 4 shall apply on cessation of his new appointment.

If he does not make this refund, the years of service for which credit was acquired in the employment that originally entitled him to payment of the discontinued retirement pension shall be taken into account in the calculation of the retirement pension due on cessation of his new employment by reference to the salary for his last grading in such previous employment; moreover, that part of the final pension figure shall be abated by 5% for each whole year during which the staff member drew the initial pension before reaching pensionable age as laid down in Article 8.1.
- 3** Where a staff member ceases his functions at a grade or step lower than that which he had previously held in the Organisation or in another Organisation, his entitlement to benefits under these Rules shall be determined by taking into account the total of his reckonable years of service and the benefits shall be calculated on the basis of the salary for the highest grading held by him. However, a reduction shall be made in the number of years of service to be credited to him in respect of time served at a lower grade or step after having held the grade by reference to which benefits are calculated; this reduction shall be proportionate to the difference between the said gradings.
- 4** For the implementation of paragraphs 2 and 3 above, salaries shall be taken into account in accordance with the scales in force when the final pension assessment is made.
- 5** The crediting of the periods referred to in Article 4.1 ii) shall be conditional on:

1 Paragraphs 1 and 2 of the Article shall only apply inasmuch as another Organisation has adopted the NPS.

2 Insofar as the scheme set up by the present Rules is made applicable to staff members of the European Union for Security Studies and Satellite Centre, Agencies of the European Union and previously of the WEU, a member organisation of Coordination from the outset, such staff members shall benefit from the provisions of the present Article and of the other provisions of the Rules referring to Article 1.4.

- i) the staff member submitting an application to that effect within six months following his taking up duty as a staff member; the application shall specify the periods of service with which the staff member wishes to be credited;
- ii) the Organisation giving its agreement;
- iii) the staff member paying, for each month of service with which he is to be credited, the contribution provided for in Article 41 calculated on the basis of his first monthly salary as a staff member.

ARTICLE 6

RECKONABLE YEARS OF SERVICE

- 1** The benefits provided for under these Rules shall be calculated by reference to reckonable years of service consisting of:
 - i) service calculated in accordance with the provisions of Articles 4 and 5;
 - ii) service credited in accordance with Article 12.1.
- 2** Incomplete years of reckonable service shall be taken into account on the basis of one-twelfth of a year for each whole month of service. For benefit calculation purposes, the period remaining shall be treated as a whole month if it is equal to or more than fifteen days.

However, the period remaining shall not be taken into account for the purpose of calculating the ten years' service required for entitlement to the retirement pension provided for in Article 7.

- 3** In the case of part-time work:
 - i) reckonable years of service shall be calculated in accordance with the ratio between the working hours corresponding to part-time service and the official number of hours for full-time work in the Organisation.
 - ii) however, reckonable years of service shall not be reduced when the staff member authorised to work part-time has contributed to the NPS on the basis of full-time work, by paying, in addition to his personal contribution to the NPS for the part corresponding to his part-time work, a contribution equal to two and a half times the rate of contribution mentioned in Article 41.3 on the difference in salary between his part-time work and the corresponding full-time work, under the provisions laid down by Instruction.

**ARTICLE 6 bis
PART-TIME SERVICE
EFFECTS ON THE CALCULATION OF ENTITLEMENT**

- 1** If, when a staff member's service ends, he is working part-time, the amount of the benefit due shall be calculated with reference to the full salary for the grade and step to be used as a basis under the provisions of these Rules.
- 2** However, when a staff member terminating his service in the circumstances described in paragraph 1 above had been recruited to serve on a part-time basis, or authorised to work part-time for an indefinite period or for a fixed term renewable by tacit agreement and if the provisions of Article 6.3 ii) are not applied, the rate of the invalidity pension provided for in Article 14.2, and the minimum and maximum amounts that apply, shall be set in accordance with the provisions laid down by Instruction.

**CHAPTER II
RETIREMENT PENSION AND LEAVING ALLOWANCE
SECTION 1: RETIREMENT PENSION**

**ARTICLE 7
CONDITIONS OF ENTITLEMENT**

- 1** A staff member who has completed ten or more years of service, within the meaning of Article 4, in the Organisation and, where applicable, in other Organisations shall be entitled to a retirement pension.
- 2** For the implementation of the condition of length of service referred to in paragraph 1 above, periods of service in respect of which contributions to the Defined Benefit Funded Pension Scheme of the ECMWF have been paid and for which the staff member has benefited from an inward transfer of pension rights, under the provisions laid down in Article 12.1 and its implementing instructions, shall also be taken into account.

ARTICLE 8
AGE OF ENTITLEMENT, DEFERRED OR EARLY PENSION

- 1** A staff member shall become eligible for a retirement pension at the age of 63.
- 2** Pension rights shall continue to accrue to a staff member continuing to be employed after pensionable age, but his pension shall not exceed the maximum amount laid down in Article 10.2.
- 3** If a staff member ceases his functions before pensionable age, payment of his retirement pension shall be deferred until he reaches that age.
- 4** However, a staff member who retires before pensionable age may request early payment of his pension twelve years before that age at the earliest.

In such case, the amount of the retirement pension shall be reduced by reference to the age of the staff member when his pension is assessed, as shown in the table below.

Age when pension is assessed	Ratio of pension on early retirement to pension at pensionable age (n)
n-12	51%
n-11	54%
n-10	56%
n-9	60%
n-8	63%
n-7	66%
n-6	70%
n-5	74%
n-4	79%
n-3	83%
n-2	89%
n-1	94%

An actuarial study of the reduction coefficients used in this table, based in particular on the relevant data from the study provided for in Article 41 on the contribution rate of staff members, shall be carried out at the same intervals as this latter study.

- 5** Where the Organisation terminates the appointment of a staff member, the reduction coefficient applicable to early payment of his pension shall be 3% a year between the age of 60 and the pensionable age. However, this provision does not apply when the Organisation terminated the appointment as a result of disciplinary action or for unsatisfactory service.

**ARTICLE 9
COMMENCEMENT AND CESSATION OF ENTITLEMENT**

- 1** Entitlement to payment of a retirement pension shall commence on the first day of the month following that in which the person concerned became eligible for payment of the pension.
- 2** Entitlement shall cease at the end of the month in which the pensioner dies.

**ARTICLE 10
RATE OF PENSION**

- 1** The amount of the retirement pension shall be, per reckonable year of service within the meaning of Article 6, 2% of the salary corresponding to the last grade held by the staff member for not less than one year before cessation of his appointment and the last step held in that grade.
- 2** The maximum rate of the pension shall be 70% of this salary, subject to the provisions of paragraph 3 below.
- 3** The amount of the retirement pension shall not be less than 4% of the salary for grade C1, step 1, per reckonable year of service credited pursuant to Article 6; it may not, however, exceed the staff member's last salary as defined in Article 3.

SECTION 2: LEAVING ALLOWANCE

**ARTICLE 11
LEAVING ALLOWANCE**

- 1** A staff member whose service ceases otherwise than by reason of death or invalidity and who is not entitled to a retirement pension nor to the benefit of the provisions of Article 12.2 shall be entitled on leaving to payment of an amount equal to 2.25 times his rate of contribution as applied to his last annual salary, multiplied by the number of reckonable years of service credited within the meaning of Article 6.1.i*.
- 2** The reckonable years of service credited in accordance with Article 12.1 shall not be taken into account for the calculation of the leaving allowance but shall give rise to the payment of an actuarial equivalent calculated in accordance with Article 12.2, unless the amounts initially transferred are refunded to the previous employer.
- 3** A staff member who is re-appointed by the Organisation after having received a leaving allowance must pay it back if the period during which he was not employed by the Organisation, in whatever capacity, is less than twelve months.

* See Article 33.7.

SECTION 3: INWARD AND OUTWARD TRANSFER OF PENSION RIGHTS

ARTICLE 12

INWARD AND OUTWARD TRANSFER OF PENSION RIGHTS

- 1** A staff member who enters the service of the Organisation after leaving the service of a government administration or national organisation, or international organisation not referred to in article 1.4, or a firm, may arrange for payment to the Organisation in accordance with the provisions laid down by Instruction, of any amounts corresponding to the retirement pension rights accrued under the pension scheme to which he was previously affiliated in so far as that scheme allows such a transfer.

In such cases, the Organisation shall determine, by reference to the provisions laid down by Instruction, the number of years of reckonable service with which the staff member shall be credited under the present Scheme.

- 2** A staff member who leaves the service of the Organisation to enter the service of a government administration or national organisation, or international organisation not referred to in Article 1.4, which has entered into an agreement with the Organisation, shall be entitled to transfer to the pension fund of that administration or organisation:

- i) either the actuarial equivalent of his retirement pension rights accrued under these Rules, such equivalent being calculated in accordance with the provisions laid down by Instruction;
- ii) or, in the absence of such rights, the amounts provided under Article 11.

CHAPTER III

INVALIDITY PENSION

ARTICLE 13

CONDITIONS OF ENTITLEMENT - INVALIDITY BOARD

- 1** Subject to the provisions of Article 2, an invalidity pension shall be payable to a staff member who is under the age limit laid down in the Staff Rules and who, at any time during the period in which pension rights are accruing to him, is recognised by the Invalidity Board defined below to be suffering from permanent invalidity which totally prevents him from performing his job or any duties corresponding to his experience and qualifications which may have been proposed to him by the Organisation.
- 2** The Invalidity Board shall consist of three medical practitioners, the first two being appointed by the Organisation and the staff member concerned, respectively, and the third one selected jointly by the first two. Cases shall be submitted to it by the Organisation either on its own initiative or at the request of the staff member concerned.

ARTICLE 14
RATE OF PENSION

- 1** Subject to the provisions of Article 5.3, the invalidity pension shall be equal to the retirement pension to which the staff member would have been entitled at the age limit laid down in the Staff Rules if he had continued to serve until that age, the requirement for a minimum of ten years' service under Article 7 not being applicable.
- 2** However, where the invalidity arises from an accident in the course of the performance of his duties, from an occupational disease, from a public-spirited act or from risking his life to save another human being, the invalidity pension shall be 70% of his salary. In the event of invalidity resulting from a cause other than these, the invalidity pension provided for in this paragraph may not be less than the invalidity pension which would be payable under paragraph 1 of this Article.
- 3** The salary used as a basis for the calculation of the invalidity pension referred to in paragraphs 1 and 2 above shall be the salary for the grade and step held by the staff member in accordance with the scales in force at the date laid down in Article 17.1.
- 4** The invalidity pension shall not be less than 120% of the salary for grade C1, step 1, but may not be more than the last salary, such salaries being those which appear in the scales in force at the date laid down in Article 17.1 subject to any adjustments provided for in Article 36.
- 5** In the case of invalidity deliberately brought about by the staff member, the Organisation shall decide whether he should receive an invalidity pension or only a retirement pension or a leaving allowance, depending on his length of effective service.

ARTICLE 15
CONCURRENT EARNINGS

- 1** Where a person in receipt of an invalidity pension is nevertheless gainfully employed, this pension shall be reduced by the amount by which his pension together with the remuneration he receives for the said employment exceeds the salary for the highest step in the grade he held at the time of his being recognised an invalid.
- 2** This reduction shall apply only up to the age limit laid down in the Staff Rules.

ARTICLE 16

MEDICAL EXAMINATION - TERMINATION OF PENSION

- 1** While a person receiving an invalidity pension is still under the age limit laid down in the Staff Rules, the Organisation may have him medically examined periodically to ascertain that he still satisfies the conditions for entitlement to such pension, in particular, having regard to any new duties corresponding to his experience and qualifications which may have been proposed to him by the Organisation.
- 2** When a person receiving an invalidity pension who has not reached the said age limit ceases to satisfy the conditions for entitlement to the invalidity pension, the Organisation shall terminate that pension.
- 3** The time during which the person concerned has received his invalidity pension shall then be reckoned, without payment of back contributions, for the calculation of the leaving allowance or retirement pension, as the case may be.

ARTICLE 17

COMMENCEMENT AND CESSATION OF ENTITLEMENT

- 1** Entitlement to an invalidity pension shall commence on the first day of the month following the date of the beginning of the invalidity as recognised by the Invalidity Board.
- 2** Subject to the application of Article 16.2:
 - i) the invalidity pension payable under Article 14.2 shall be paid for life;
 - ii) in other cases, entitlement to an invalidity pension shall terminate:
 - either at the age limit laid down in the Staff Rules; or,
 - at the end of the month in which the recipient of such a pension dies.

Where the invalidity pension terminates because the person concerned has reached the age limit laid down in the Staff Rules, he shall, notwithstanding the ten-year minimum requirement provided for in Article 7, be entitled to a retirement pension calculated as follows:

- reckonable years of service shall be calculated as if he had remained in service until the age limit laid down in the Staff Rules;
- the reference salary shall be that of his grade and step at the time of his being recognised an invalid, updated in accordance with Article 36.

**CHAPTER IV
SURVIVOR'S AND REVERSION PENSIONS**

**ARTICLE 18
CONDITIONS OF ENTITLEMENT**

- 1** The surviving spouse* of a staff member who died in service shall be entitled to a survivor's pension, provided they had been married to each other for at least one year at the time of the staff member's death, unless the death resulted either from disablement or illness contracted in the performance of his duties, or from an accident.
- 2** A reversion pension shall be payable to the surviving spouse:
 - i) of a former staff member receiving an invalidity pension, if they were married to each other for at least one year at the time of his being recognised an invalid; this condition of anteriority shall not apply if the marriage had existed for at least five years at the time of the former staff member's death, or if the death resulted either from disablement or illness contracted in the performance of his duties, or from an accident;
 - ii) of a former staff member receiving a retirement pension, if they had been married to each other for at least one year at the time when the former staff member's appointment ceased; this condition of anteriority shall not apply if the marriage had existed for at least five years at the time of the former staff member's death; or
 - iii) of a former staff member entitled to a deferred pension, if they had been married to each other for at least one year at the time when the former staff member's appointment ceased; this condition of anteriority shall not apply if the marriage had existed for at least five years at the time of his death.
- 3** The above-prescribed conditions of anteriority or minimum duration of marriage shall not apply where there are one or more children of the marriage or of a marriage of the staff member contracted prior to the cessation of his appointment, inasmuch as the non-remarried surviving spouse is providing for their needs; in such case, the survivor's or reversion pension shall be payable, under the present paragraph, for so long as the children are actually being so provided for.

When they are no longer being so provided for, the survivor's or reversion pension shall nonetheless continue to be payable for so long as the surviving spouse does not have an income of his own from the exercise of any occupation, or from any retirement pension or other survivor's or reversion pension, equal to at least the amount of the survivor's or reversion pension from the Organisation.
- 4** Entitlement to a survivor's or reversion pension shall be subject to the provisions of Article 2.

* Wherever it occurs in these Rules, the expression "surviving spouse" applies indifferently to the wife or husband of the deceased staff member.

**ARTICLE 19
RATE OF PENSION**

- 1** The survivor's pension shall be 60% of the retirement pension that would have been payable to the staff member, had he not died in service, on the basis of his reckonable years of service credited up to the time of his death, the requirement for a minimum of ten years of service under the provisions of Article 7 not being applicable.
- 2** Where a staff member has died as the result of an accident in the course of the performance of his duties, from an occupational disease, from a public-spirited act or from risking his life to save another human being, the survivor's pension shall be 60% of the invalidity pension to which the staff member would have been entitled, had he survived, under Article 14.2.
- 3** The survivor's pension shall not be less than 35% of the staff member's last salary; nor shall it be less than 100% of the salary for grade C1, step 1.
- 4** When the former staff member was receiving a pension at the time of his death, the amount of the reversion pension shall correspond to the highest of the following amounts:
 - 60% of the retirement or invalidity pension to which the former staff member was entitled at the time of the assessment of his pension, no account being taken of any reductions resulting from the application of Article 8.4 or Article 15;
 - 35% of the former staff member's last salary at the time of the assessment of his pension; or
 - 100% of the salary for grade C1, step 1, under the scale in force at the time of the assessment of his pension.

These amounts shall be updated in accordance with the provisions of Article 36.

- 5** When the former staff member was not receiving a pension at the time of his death, the amount of the reversion pension shall correspond to the highest of the following amounts:
 - 60% of the retirement pension to which the former staff member would have been entitled had he reached pensionable age, as laid down in Article 8.1 of the Staff Rules, at the time of his death;
 - 35% of the former staff member's last salary corresponding to his last grade and step, under the scale in force at the time of his death; or
 - 100% of the salary for grade C1, step 1, under the scale in force at the time of the former staff member's death.

- 6** The amount of the reversion pension shall not exceed that of the pension received by the former staff member or, in the cases provided for under paragraphs 4 and 5 above, the amount of the pension to which the former staff member would have been entitled had he reached, respectively, the age limit laid down in the Staff Rules or the pensionable age at the time of his death.

ARTICLE 20

REDUCTION FOR DIFFERENCE IN AGE

Where the difference in age between the deceased staff member or former staff member and his younger surviving spouse and/or former spouse, minus the length of time they have been married, is more than ten years, the survivor's or reversion pension, calculated in accordance with the preceding provisions, shall be subject to a reduction, per year of difference, amounting to:

- 1% for the years between ten and twenty, but not including twenty;
- 2% for the years twenty up to, but not including, twenty-five;
- 3% for the years twenty-five up to, but not including, thirty;
- 4% for the years thirty up to, but not including, thirty-five;
- 5% for the years from thirty-five upwards.

ARTICLE 21

REMARRIAGE

- 1** Entitlement to a survivor's or reversion pension shall cease on remarriage. The survivor shall be entitled to immediate payment of a capital sum equal to twice the annual amount of the pension, if there are no dependent children to whom the provisions of Article 24.4 apply.
- 2** The capital sum paid to the ex-spouse shall not be more than the amount to which he could still be entitled under Article 22.1.

ARTICLE 22

RIGHTS OF A FORMER SPOUSE

- 1** The non-remarried former spouse of a staff member or former staff member shall, on the latter's death, be entitled to a survivor's or reversion pension, provided that the staff member or former staff member was at the time of his death and by virtue of a court decision which has become final and binding, under an obligation to pay maintenance or compensation to the former spouse in a personal capacity; but the survivor's or reversion pension shall not exceed the amount of such payment nor the payment duration foreseen in such court decision.

This entitlement shall not arise if the former spouse remarried before the staff member or former staff member died. If remarriage takes place after the staff member's or former staff member's death and while the conditions laid down in the sub-paragraph above are still fulfilled, the provisions of Article 21 shall apply.

- 2** Where a staff member or former staff member dies leaving both a spouse entitled to a survivor's or reversion pension and a non-remarried former spouse fulfilling the conditions laid down in paragraph 1 above, the whole of the survivor's or reversion pension shall be divided between the before-mentioned persons in proportion to the duration of their marriages.

The amount to which a non-remarried former spouse is entitled shall, however, not be more than the amount of maintenance or compensation payable at the time of the death of the staff member or former staff member.

- 3** Where one of the persons entitled to a survivor's or reversion pension renounces his share, ceases to satisfy the conditions of entitlement or forfeits his rights under Article 35, or where the amount of his pension has been restricted under the terms of the second sub-paragraph of paragraph 2 above, his share shall accrue to the share of the other person, except where pension rights revert to orphans, as provided under the last sub-paragraph of Article 24.3. In such a case, the restriction laid down in the second sub-paragraph of paragraph 2 above shall apply.

- 4** Reductions in respect of difference in age as provided for in Article 20 shall be applied separately to survivors' and reversion pensions calculated in accordance with the present Article.

ARTICLE 23

COMMENCEMENT AND CESSATION OF ENTITLEMENT

- 1** Entitlement to a survivor's or reversion pension shall commence from the first day of the month following that in which the staff member or former staff member died. If the salary of a staff member who died in service continues to be paid to a surviving spouse or former spouse directly and in full, under the Staff Rules of the Organisation, payment of the pension to the person concerned shall be deferred accordingly.
- 2** Entitlement to a survivor's or reversion pension shall cease at the end of the month in which the recipient of the pension dies or ceases to satisfy the conditions for entitlement to that pension.

**CHAPTER V
ORPHAN'S OR DEPENDANT'S PENSION**

**ARTICLE 24
RATE OF ORPHAN'S PENSION**

- 1** Where a staff member or former staff member receiving a retirement or invalidity pension or entitled to a deferred pension dies, his children shall be entitled to an orphan's pension if they fulfil the conditions laid down in paragraph 2.
- 2** The legitimate, natural or adopted children of a staff member or former staff member who has died shall be entitled to an orphan's pension:
 - i) when the deceased or his household provided their main and continuing support at the time of death; and
 - ii) when they satisfy the conditions of age, education or handicap required for the granting of the allowance for a dependent child.

The legitimate or natural children of a deceased staff member or former staff member who were born not more than 300 days after his death shall also be entitled to an orphan's pension.

- 3** Where there are one or more persons entitled to a survivor's or reversion pension, the amount of the orphan's pension shall correspond to the higher of the following amounts:
 - i) 40% of the survivor's or reversion pension, no account being taken of reductions pursuant to Article 20; or
 - ii) 50% of the salary for grade C1, step 1, according to the scale in force when the former staff member's pension was assessed, this amount being updated in accordance with the provisions of Article 36, or, if he was not receiving a retirement or invalidity pension, according to the scale in force at the time of death.

The orphan's pension shall be increased, in respect of the second and every further beneficiary, by an amount equal to the allowance for a dependent child.

The orphan's pension shall be brought up to the level provided for in paragraph 4 below in the event of the beneficiaries of a survivor's or reversion pension dying or remarrying or losing their right to that pension.

- 4** Where there are no beneficiaries of a survivor's or reversion pension, the orphan's pension shall correspond to the higher of the following amounts:
 - i) 80% of the survivor's or reversion pension, no account being taken of reductions pursuant to Article 20; or

- ii) 100% of the salary for grade C1, step 1, according to the scale in force when the former staff member's pension was assessed, this amount being updated in accordance with the provisions of Article 36, or, if he was not receiving a retirement or invalidity pension, according to the scale in force at the time of death.

The orphan's pension shall be increased, in respect of the second and every further beneficiary, by an amount equal to twice the allowance for a dependent child.

- 5 The total amount of the orphan's pension shall be divided equally among all the orphans.

ARTICLE 25

RATE OF PENSION FOR OTHER DEPENDANTS

- 1 Where a staff member or former staff member receiving a retirement or invalidity pension or entitled to a deferred pension dies, the persons (including children not fulfilling the conditions laid down in Article 24) recognised as satisfying the conditions for the granting of the allowance for a dependent child or dependent person under the Staff Rules of the Organisation shall be entitled to a dependant's pension.
- 2 The pension paid to each dependant shall be equal to the lowest of the following amounts:
 - i) the amount, as recognised by the Organisation, of the support provided to that person by the staff member or former staff member at the time of his death;
 - ii) twice the amount of the dependant's allowance in force in the Organisation at the time of the death of the staff member or former staff member; or
 - iii) where an orphan's pension is paid, the amount of each orphan's share pursuant to Article 24.5.

ARTICLE 26

COMMENCEMENT AND CESSATION OF ENTITLEMENT

- 1 The pensions provided for under Articles 24 and 25 shall be payable as from the first day of the month following that in which the staff member or former staff member died. If the salary of a staff member who died in service continues to be paid to a surviving spouse or former spouse, directly and in full, under the Staff Rules of the Organisation, payment of the pensions shall be deferred accordingly.
- 2 The pensions under Articles 24 and 25 shall cease to be payable at the end of the month in which the child or other dependant ceases to satisfy the conditions for entitlement to the allowance for a dependent child or dependent person under the Staff Rules of the Organisation.

ARTICLE 27

BENEFICIARIES OF MORE THAN ONE CATEGORY

- 1** Where a staff member or former staff member leaves a spouse or former spouse, on the one hand, and children or dependent persons, on the other, with entitlement to a pension, the total pension, calculated as if for a surviving spouse having all these persons dependent on him, shall be apportioned among the various categories of beneficiaries in proportion to the pensions which would have been payable to each category if treated separately.
- 2** Where there are children or dependent persons from different family groups, with entitlement to a pension, the total pension, calculated as though all were from the same family group, shall be apportioned among the various categories of beneficiaries in proportion to the pensions which would have been payable to each category if treated separately.

CHAPTER VI

FAMILY ALLOWANCES

ARTICLE 28

GENERAL PROVISIONS

- 1** Household allowance, children's or dependants' allowance, handicapped child allowance and education allowance, paid to the staff members of the Organisation as family allowances, are granted according to the modalities and conditions of entitlement provided for under the Organisation's Staff Rules and under the present Rules:
 - i) to the recipient of a retirement pension as from the age of 60;
 - ii) to the recipient of an invalidity pension;
 - iii) to the recipient of a survivor's or reversion pension, in respect of the sole beneficiaries who were or would have been recognised as depending on the staff member or the former staff member if he had not died.
- 2** The double entitlement regulations apply to any allowance of the same nature, regardless of its name.
- 3**
 - i) The household allowance shall be calculated by reference to the pension of the recipient.
 - ii) Where the recipient of a survivor's or reversion pension is a staff member of one of the Coordinated Organisations or is in receipt of a pension assessed by any of these organisations, only one household allowance shall be granted.
 - iii) Where the spouse of a person entitled to a pension referred to in paragraph 1 is a staff member of one of the Coordinated Organisations or is in receipt of a pension assessed by any of these organisations, the household allowance shall only be paid to one of these spouses.

- iv) Where the spouse of the recipient of a pension referred to in paragraph 1 is entitled, under another scheme, to an allowance of the same nature as the household allowance, only the difference between the amount of the allowance under the present scheme and that of the allowance received by the spouse under the other scheme shall be paid to the recipient of the pension.
- 4** Where the recipient of a pension referred to in paragraph 1, or his household or the beneficiary concerned, is entitled to allowances referred to in paragraph 1 and also, under another scheme and for the same person, to a children's or dependants' allowance, or a handicapped child allowance of the same nature as those referred to in paragraph 1, the Organisation shall only pay the difference between the amount of the allowances granted under the present scheme and that of the allowances received under the other scheme.
- 5** The deduction of family allowances received under another scheme, referred to in Article 28.3 and Article 28.4, shall be automatic, save where the recipient produces evidence that the above-mentioned scheme makes a deduction of the amounts received under the present scheme.
- 6** The amount of the allowance for a child or other dependant payable to the recipient of a survivor's or reversion pension shall be twice the normal amount.
- 7** Entitlement to the allowances provided for in this Article shall cease at the end of the month in which the conditions for entitlement to those allowances under the Staff Rules of the Organisation are no longer satisfied.

CHAPTER VII

CEILING ON BENEFITS

ARTICLE 29

CEILING ON BENEFITS FOR SURVIVING SPOUSE, FORMER SPOUSE(S), ORPHANS AND/OR DEPENDANTS

- 1** Where a staff member dies, the total amount payable in respect of survivor's, orphan's and dependant's pensions and of family allowances shall not exceed the maximum of the retirement pension referred to in Articles 10.2 and 10.3, together with the family allowances to which the deceased staff member was entitled. In any event, this total shall not exceed the last salary received by the staff member together with the family allowances to which he was entitled.
- 2** Where a former staff member receiving a retirement pension dies, the total amount payable in respect of reversion, orphan's and dependant's pensions and of family allowances shall not exceed the amount of the pension and family allowances received by the former staff member.
- 3** Where a former staff member entitled to a deferred or invalidity pension dies, the total amount payable in respect of reversion, orphan's and dependant's pension and of family allowances shall not exceed the amount of the retirement pension and family allowances he would have received if he had reached the statutory age limit at the time of his death.
- 4** The amounts payable in respect of survivor's, reversion, orphans' and dependants' pensions shall, where applicable, be reduced in proportion to the share of each beneficiary.

CHAPTER VIII

PROVISIONAL PENSIONS

ARTICLE 30

CONDITIONS OF ENTITLEMENT

- 1** Where a staff member or former staff member entitled to a retirement or invalidity pension has been missing for more than one year in circumstances justifying a presumption of death, the persons entitled under him may provisionally be awarded a survivor's, reversion, orphan's or dependant's pension, as appropriate.
- 2** The provisions of paragraph 1 above shall apply *mutatis mutandis* to persons recognised as dependants of a person in receipt of a survivor's or reversion pension, who has been missing for more than one year.
- 3** Provisional pensions under paragraphs 1 and 2 above shall be converted into definitive pensions when the death of the staff member, former staff member, spouse or former spouse has been established officially or when that person has been declared missing by a final court decision.

CHAPTER IX
DETERMINATION OF THE AMOUNTS OF BENEFITS
SECTION 1: ASSESSMENT OF ENTITLEMENT

ARTICLE 31
ORGANISATION RESPONSIBLE FOR THE ASSESSMENT

- 1** The assessment of the benefits payable under these Rules shall be made by the Organisation, with the assistance of the International Service for Remunerations and Pensions, responsible for such part of the work as entrusted to it by the Organisation.
- 2** A detailed statement of the assessment shall be communicated to the staff member or the persons entitled under him after approval by the Organisation, on the advice of the Pensions Administrative Committee of the Co-ordinated Organisations (PACCO) referred to in Article 43.1.
- 3** Until this approval has been given, pensions shall be paid on a provisional basis.

ARTICLE 32
NO DOUBLE ENTITLEMENT

- 1** Without prejudice to the application of Articles 4 and 5, the following may not be paid concurrently out of the budgets of one or more of the Coordinated Organisations:
 - i) a retirement and an invalidity pension as provided for in these Rules or in cases where Article 7.2 is applied, under the Rules of the Defined Benefit Funded Pension Scheme¹;
 - ii) a retirement or invalidity pension and unemployment benefits;
 - iii) two retirement pensions¹.
- 2** Recipients of a retirement or invalidity pension under the present Rules may not be granted the status of staff member in the meaning of Article 1. The modalities for double entitlement to a retirement pension and any other remuneration paid by a Coordinated Organisation shall be defined by each Organisation.
- 3** Where they are due to the same cause, there can be no double entitlement to benefits under the present Rules and annuities under a scheme distinct from the Pension Scheme and financed by a Coordinated Organisation.

¹ Except for long term consultants at ECMWF.

ARTICLE 33
BASIS OF CALCULATION

- 1** Pensions provided for in these Rules shall be calculated at the time of their assessment by reference to the salary defined in Article 3 and to the scales applicable to the country of the staff member's or former staff member's last posting.
- 2** However, if the former staff member settles subsequently:
 - i) in a Member country of the Organisation or of another Organisation which he is a national; or
 - ii) in a Member country of the Organisation or of another Organisation which his spouse is a national; or
 - iii) in a country where he has served the Organisation or of another Organisation at least five years as a staff memberhe may opt for the scale applicable to that country.

The option shall apply to only one of the countries referred to in this paragraph, and shall be irrevocable, except where paragraph 3 below is applicable.
- 3** On the death of his spouse, a former staff member who settles in the country of which he is a national, or of which such deceased spouse was a national, may opt for the scale applicable in that country.

The same option shall be open to the surviving spouse or former spouse of a former staff member and to orphans who have lost both parents.
- 4** The options available under paragraphs 2 and 3 shall be irrevocable.
- 5** If the staff member, spouse, former spouse or orphan opts for the scale of a country referred to in paragraph 2, but there is no scale approved by the Organisation for that country, the scale applicable to the country in which the Organisation responsible for paying his pension has its headquarters shall be applied temporarily until a scale has been adopted for the country chosen.
- 6** The amount of the pension based on the scale chosen shall be calculated in accordance with Article 36.
- 7** The provisions of paragraph 2 above do not apply to the benefits under Article 11. However, a staff member who settles in a country of which he is a national may have the leaving allowance provided for in Article 11 calculated in accordance with the scale for that country, provided such a scale was approved by the Organisation at the time of his departure.

**ARTICLE 34
RE-ASSESSMENT - CANCELLATION**

- 1** The benefits provided for under these Rules may be re-assessed at any time in the event of error or omission of any kind. Any undue payments must be reimbursed. They may be deducted from the benefits payable to the person concerned or to the persons entitled under him or from the amounts due to his estate. The reimbursement may be spread over a period.
- 2** Benefits shall be subject to modification or cancellation if their award was contrary to the provisions of these Rules.

ARTICLE 35

REQUIREMENT OF EVIDENCE - FORFEITURE OF RIGHTS

- 1** Persons who are eligible for benefits under these Rules shall notify the Organisation or the International Service for Remunerations and Pensions of any facts which may affect their entitlement to benefits and to furnish such supporting evidence as may be required of them.

Should they fail to comply with these obligations, they may be deprived of the right to benefits under this Scheme; save in exceptional circumstances, they shall refund any sums received to which they were not entitled.

- 2** Where the surviving spouse, orphans or other dependants of a deceased staff member or former staff member fail to apply for their pension within twelve months from the date of his death, payment of the benefits under these Rules may, at the discretion of the Organisation, be postponed until the first day of the month following that in which they make their application.
- 3** Where a staff member's or a former staff member's former spouse referred to in Article 22 fails to apply for a pension within twelve months from the date of his death, the former spouse's rights may, at the discretion of the Organisation, be wholly forfeited.

SECTION 2: ADJUSTMENT OF PENSIONS

ARTICLE 36

ADJUSTMENT OF PENSIONS

- 1** The Organisation shall adjust pensions every year in accordance with the revaluation coefficients based on the consumer price index for the country of the scale used to calculate each pension.

It shall also adjust them in the course of the year, for any given country, when prices in that country show an increase of at least 6%.

- 2** At regular intervals, the Director-General shall establish a comparison of the difference between increases in salary and increases in pensions and may, where appropriate, propose measures to reduce it.
- 3** Where a person receiving a pension dies, and reversion, orphan's or dependant's pensions are due, the following calculation shall be made:
 - pensions shall be calculated with reference to the scale in force at the date of the assessment of the entitlement of the deceased former staff member;
 - the amounts thus determined shall be updated, as from that date, by application of the pensions revaluation coefficients for the country in question.

- 4** Where a person receiving an invalidity pension not awarded under Article 14.2 reaches the age limit laid down in the Staff Rules, his invalidity pension shall be converted, in accordance with Article 17.2, to a retirement pension calculated using the method referred to in paragraph 3 above.
- 5** Where a person receiving a pension exercises one of the options under Article 33, the following calculation shall be made:
- the pension shall be recalculated with reference to the scale in force at the date of its assessment for the country selected;
 - the amount thus determined shall be updated, as from that date, by application of the pensions revaluation coefficients for the country in question.

SECTION 3: PAYMENT OF BENEFITS

ARTICLE 37

MODE OF PAYMENT

- 1** Subject to the provisions of Article 11 and unless otherwise provided under these Rules, pensions, family allowances and provisions for tax adjustments shall be paid monthly in arrears.
- 2** These amounts shall be paid by the Organisation, or by the International Service for Remunerations and Pensions if it has been empowered to do so.
- 3** Benefits shall be paid in the currency used in their calculation in accordance with Article 33.
- 4** Benefits shall be paid to the pensioner by bank transfer to his account in the country whose scale was used for calculating these benefits, or in the country in which he resides.

ARTICLE 38

SUMS OWED TO THE ORGANISATION

Any sum owed by a staff member, former staff member or pensioner to the Organisation that pays the pension at the date when the benefits are payable under these Rules shall be deducted from the amount of these benefits or from the benefits payable to those entitled under him. The deduction may be spread over a period.

ARTICLE 39

RIGHT OF SUBROGATION

- 1** Where a staff member's invalidity or death is attributable to a third party, the award of the benefits provided for in these Rules shall in principle be made subject to the beneficiary assigning to the Organisation his claims against such third party, up to the amount of such benefits.
- 2** However, the Organisation may waive its right to take action pursuant to such subrogation against the third party concerned where special circumstances justify such a waiver.

**CHAPTER X
FINANCING THE PENSION SCHEME**

**ARTICLE 40
CHARGE ON BUDGETS**

- 1** Benefits paid under this Pension Scheme shall be charged to the budgets of the organisation responsible for the assessment of these benefits pursuant to Article 31.
- 2** The Member States of the Organisation jointly guarantee the payment of these benefits.
- 3** In the event of a merger, reconstitution or other transformation or in the event of dissolution of the Organisation, the Council or any ad hoc body set up, where required in one of the aforementioned cases, shall take the necessary measures to ensure uninterrupted payment of the Pension Scheme benefits until the cessation of entitlement of the last beneficiary.
- 4** Should a country, being a Member or ex-Member of the Organisation, fail to comply with its obligations under this Article, the other countries shall meet the cost thereof in proportion to their contribution to the budgets of the Organisation as fixed annually from and after the said country's default.

**ARTICLE 41
STAFF MEMBER'S CONTRIBUTION - COSTING THE SCHEME**

- 1** Staff members shall contribute to the NPS.
- 2** The staff members' contribution shall be calculated as a percentage of their salaries and shall be deducted monthly.
- 3** The rate shall be set so as to represent the cost, in the long term, of 40% of the benefits provided under these Rules.

The rate of the staff contribution shall be 9.3%. This rate shall be reviewed every five years on the basis of an actuarial study, the procedures for which are in Appendix 1. The staff contribution rate shall be adjusted, with effect from the fifth anniversary of the preceding adjustment, the rate being rounded to the nearest first decimal.

- 4** Contributions properly deducted shall not be recoverable. Contributions improperly deducted shall confer no rights to pension benefits; they shall be refunded at the request of the staff member concerned or those entitled under him without interest.

**CHAPTER XI
PROVISIONS RELATING TO ADJUSTMENT OF PENSIONS**

ARTICLE 42

PENSIONS WHICH ARE SUBJECT TO NATIONAL TAX LEGISLATION

- 1** The recipient of a pension under these Rules shall be entitled to the adjustment applying to the Member State of the Organisation in which the pension and adjustment relating thereto are chargeable to income tax under the tax legislation in force in that country.
- 2** The adjustment shall equal 50% of the amount by which the recipient's pension would theoretically need to be increased, were the balance remaining after deduction of the amount of national income tax or taxes on the total to correspond to the amount of the pension calculated in accordance with these Rules.

For such purpose, there shall be drawn up, for each Member State, in accordance with the Implementing Instructions referred to in paragraph 6, tables of equivalence specifying, for each amount of pension, the amount of the adjustment to be added thereto. The said tables shall determine the rights of the recipients.
- 3** In calculating the theoretical amount of income tax or taxes referred to in paragraph 2 of this Article, account shall be taken only of the provisions of tax legislation and regulations affecting the basis of liability and the amount of income tax or taxes for all pensioner-taxpayers in the country concerned.
- 4** Pensioners without spouse or dependants shall be deemed to be in the position of a pensioner without entitlement to any tax reliefs or allowances for family responsibilities, all other recipients being deemed to be pensioners enjoying the tax reliefs and allowances of a person who is married without children.

No account shall be taken:

- of individual factors related to the personal circumstances or private means of a particular pensioner;
- of income other than that arising under these Rules;
- of the income of the spouse or dependants of the pensioner.

On the other hand, account shall, in particular, be taken of circumstances arising in the course of the year as a result of:

- a change in civil status or settlement in another place of residence with a different taxation system;
- commencement or cessation of payment of the pension.

- 5** The Organisation shall supply the Member States concerned with the names, forenames and full address of pensioners and the total amount of the pension and adjustment.
- 6** The recipient of an adjustment as specified in this Article shall be required to inform the Organisation of his full address and of any subsequent change therein.
- Such recipient shall produce evidence of his pension and the relative adjustment having been declared or taxed; should he fail to comply with this obligation, he shall be deprived of the right to this adjustment and shall refund any amounts unduly received in this respect.
- 7** The other procedures for calculating the adjustment and, in particular, those necessitated by the special features of certain national tax laws, and the procedure for payment of the adjustment shall be laid down in the Implementing Instructions established in accordance with the tax legislation of Member States.
- Notwithstanding Article 44, the Implementing Instructions referred to in this paragraph shall require approval by the Council (see Appendix 2).

CHAPTER XII FINAL PROVISIONS

ARTICLE 43 PENSIONS ADMINISTRATIVE COMMITTEE OF THE CO-ORDINATED ORGANISATIONS (PACCO)

The Pensions Administrative Committee of the Coordinated Organisations, created by the Standing Committee of Secretaries-General, shall give technical opinions and, where necessary, ensure appropriate co-ordination between the Organisation and the other Organisations.

ARTICLE 44 DETAILED IMPLEMENTATION

Instructions for the implementation of these Rules shall be drawn up by the Director-General after an opinion of the Pensions Administrative Committee of the Co-ordinated Organisations.

ARTICLE 45 ENTRY IN FORCE

These Rules shall enter into force on the date on which they are adopted by the Council.

APPENDIX 1

ACTUARIAL STUDIES (Annex VI, Chapter X, Article 41)

Periodicity: At least every 5 years

Method

- 1** Calculation, as at the effective date of the study for all the Co-ordinated Organisations that have adopted the NPS, of the rate of contribution payable by staff in order to finance 40% of benefits provided under the Scheme, establishing the present value of future entitlements and salaries.
- 2** Projections of annual amounts of future entitlements will be calculated, on the one hand, for staff affiliated to the NPS at the date of the study and, on the other hand, for the population of staff who will be recruited and affiliated to this scheme in the years to come. Projections of salaries for these populations will also be established year by year. Each of these amounts will be projected over a period of 80 years and discounted to present worth.
- 3** Combining these results will make it possible to determine the rate of contribution needed to finance 40% of benefits provided under the Scheme.

Demographic and salary-related assumptions

- 4** The demographic assumptions are derived from detailed demographic studies for each of the Co-ordinated Organisations that have adopted the NPS. These studies examine past experience over a period of fifteen years, where information is available, and also take account of practices and forecasts regarding future staff numbers.
- 5** The assumptions relating to salaries are based on detailed observation of the past, over a period of 15 years, where the information is available, and also take account of practices and forecasts available in this field.
- 6** The rates obtained are adjusted so as to eliminate distortions resulting from insufficient data in certain organisations.

Economic assumptions

- 7** The discounting process is based on observed rates of return on long-term government bonds issued in the reference countries, as from the date when they become a reference country.
- 8** A discount rate net of inflation shall be used. It shall be equal to the arithmetical average of average real rates observed over the thirty years preceding the date when the actuarial study is conducted.

- 9** The average real rate for a given past year is obtained from the real rates in each country, calculated as the difference between the rate of gross return on bonds and the corresponding rate of inflation, as shown by the national consumer price index. The average is obtained by weighting the real rate in each country by the number of serving staff in that country at the effective date of the study.

APPENDIX 2

IMPLEMENTING INSTRUCTIONS (Annex VI Article 28, Chapter XI Article 42)

42.1 Scope and calculation of the adjustment

- i) Article 42 of the Pension Rules shall apply only if the pension and the adjustment relating to it are subject to taxes on income levied in a Member country of the Organisation. The family allowances provided for in Article 28 of the Pension Scheme Rules shall be assimilated to pensions in determining the tax adjustment insofar as similar allowances are taxable under the national tax legislation of the Member State.
- ii) The adjustment referred to in Article 42 of the Pension Scheme Rules shall be determined on the basis of the legal provisions relating to taxes on income in force in the Member country in which the pensioner is legally subject to such taxation. It shall be established in respect of pensions paid during the tax period as determined in that country.
- iii) Where the pension of a person entitled to the adjustment is paid in a currency other than that of the country in which such person is subject to taxes on income, the adjustment shall be determined on the basis of the pension converted into the currency of that country. Such conversion shall be effected at the rate obtained on the official exchange market.
- iv) Where the amounts paid during any tax period include arrears of pension relating to any previous period, the adjustment shall be determined or recalculated, as the case may be, with due regard to the tax treatment applicable to such arrears.

42.2 Establishment of tables of equivalence for payment of the adjustment

- i) Tables of equivalence for payment of the adjustment shall be established for each tax year by the International Service for Remunerations and Pensions, hereinafter referred to as "the Service".
- ii) The tax authorities of the Member countries shall provide the Section, at its request, with the details of legislation and regulations necessary for establishing the tables. The tables shall be checked and confirmed by the tax authorities of the Member country concerned. In the event of disagreement between such authorities and the Service on the content of the tables, the Secretaries-General and the Coordinating Committee shall consider the matter on the basis of Article 42 of the Pension Scheme Rules and of these Implementing Instructions.
- iii) Provisional tables of equivalence shall be drawn up prior to the commencement of the period to which they refer. They shall show, for rounded pension figures and in respect of each Member country, an amount equivalent to 90% of the monthly adjustment calculated according to the distinctions contained in Article 42.3 of the Pension Scheme Rules and on the basis of the tax legislation in force at the time of drawing up the tables.

- iv) The provisional tables shall be revised whenever amendments to tax legislation involve a change in the amount of the adjustment. The Secretaries-General and the Co-ordinating Committee may, however, decide by mutual agreement to dispense with the updating of tables in cases where the balance of gain or loss is minimal.
- v) As soon as the authorities in Member countries have finally adopted the tax legislation applicable to income for the period covered by the provisional tables, these latter shall be replaced by final tables establishing the rights of recipients in accordance with Article 42.2 of the Pension Scheme Rules. These final tables shall show the amount of the adjustment for the whole of the period which they cover, as well as the monthly amount of the adjustment.
- vi) The provisional and final tables of equivalence shall be accompanied by all such information as is necessary for their use. Such information shall include:
 - the rules to be observed in cases where changes in family status, dependants or permanent address ("domicile") of the person entitled to the adjustment may affect the amount of the adjustment which the person concerned may claim;
 - the names and addresses of the tax authorities to which the Organisations supply the information specified in Article 42.4 of the Pension Scheme Rules;
 - the evidence to be supplied by persons entitled to the adjustment as proof of the declaration for tax purposes, or the taxation, of their pension and the adjustment relating thereto;
 - the dates for making such declarations and for paying the tax in those Member countries which have been authorised to avail themselves of the provisions of Instruction 42.3 ii) below.

42.3 Method of payment of the adjustment

- i) The adjustment shall be paid by monthly instalments by way of advance at the same time as the pension and in an amount corresponding to that appearing in the provisional tables of equivalence referred to in Instruction 42.2 iii) above. The amounts of pension, arrears of pension and adjustment shall be shown separately on the instrument of payment issued to the recipient.
- ii) At the request of a country, the Secretaries-General and the Co-ordinating Committee may decide by mutual agreement that by way of exception to paragraph i) there shall be a time lag in payment of the monthly instalments of the adjustment relating to that country, provided, however, that payment of the whole of the monthly instalments shall be finalised before the ultimate date for payment of the tax to which they refer.
- iii) As soon as the final tables of equivalence are available, the total amount of the monthly instalments paid in respect of the tax period shall be compared to the final amount of the adjustment due for the whole of that period. Any excess or shortfall

shall be rectified but so, however, that the amount involved shall not be taken into account in determining the adjustment in respect of the following tax year.

- iv) The adjustments shall be paid in the currency of the country in which the recipient is subject to taxes on income.

42.4 Information to be supplied to Member States by the Organisation

- i) The particulars specified in Article 42.4 of the Pension Rules shall consist of the following:
 - a) a personal particulars form giving the name and forenames, full address and, where applicable, the residence for tax purposes (domicile fiscal) of the pensioner, the total amount of pension paid for the period constituting the tax year, the final amount of the adjustment arrived at for such period, and the amount of arrears of pension, identifying the year to which such arrears relate;
 - b) a master list reproducing, for each country, the information contained in the personal particulars form.
- ii) The particulars listed in paragraph i) of this Instruction shall be supplied to the tax authorities of the country in which the persons concerned are subject to taxes on income. A copy of the personal particulars form shall be sent to the pensioner and a copy of the master list shall be sent to the Representative of the Member State in question to the Organisation.
- iii) The obligations specified in this Instruction shall be complied with at the time of the rectification referred to in Instruction 42.3 iii) above.

42.5 Evidence of payment of tax

The tax authorities referred to in Instruction 42.2 vi) above shall inform the Service of the evidence by which, in accordance with Article 42.5 of the Pension Scheme Rules, recipients of the adjustment may establish that their pension and the relevant adjustment have been declared for tax purposes or have been taxed.

42.6 Financing the adjustment

- i) The cost of the adjustment provided for in Article 42 of the Pension Scheme Rules shall be borne by the country in which the recipient thereof is subject to taxes on income for the period considered.
- ii) Expenditure arising under paragraph i) of this Instruction shall be the subject of a separate budget which shall be drawn up at the same time as the other budgets of the Organisation. Final settlement of the contributions to this separate budget shall be made at the end of the period to which it relates.

42.7 Date of effect

These Implementing Instructions shall enter into force on the date on which they are adopted by the Council.

**PART-TIME WORK
(Article 31)**

- 1** The Director-General may authorise a staff member to work part-time.
- 2** A staff member working part-time shall work for not less than half the official working hours in accordance with the timetable laid down by the Director-General.
- 3** In calculating the seniority required for an increment, the period during which the staff member works part-time shall be counted as full-time work.
- 4** A staff member working part-time shall receive the various components of the emoluments corresponding to his grade and step, in the ratio of the part-time hours worked to the official hours, except that the dependents allowance and the education allowance shall be payable in full.
- 5** The minimum fixed for the household allowance and the expatriation allowance shall be reduced in the ratio of the part-time hours worked to the official working hours.
- 6** A staff member working part-time shall receive a rent allowance if the amount of his rent, reduced in proportion of ratio of part-time hours worked to the official working hours, exceeds the part-time emoluments. For the purpose of Article 20 the rent allowance shall be a percentage of the difference between his rent (reduced in the proportion to his working hours) and the fraction of his emoluments as specified in Article 20.
- 7** If a staff member working part-time becomes entitled to an indemnity of loss of job under the terms of Annex IV, or to unemployment benefits under the terms of Annex V, periods of part-time service shall be taken into account proportionally in establishing the amount of the indemnity to be paid.
- 8** A staff member working part-time shall accrue annual leave at the rate of two and a half working days a month. A day's leave shall be understood as corresponding to the proportion of the part-time hours worked to the official working hours.
- 9** Entitlement to refund of travelling expenses for home leave shall be reduced by 2% for each month worked half-time during the two-year period conferring entitlement to home leave and pro rata for other part-time working hours.
- 10** Staff members working part-time shall be entitled to the social security referred to in Article 28. Contributions to the insurance scheme shall be calculated on the basis of full-time work. For the part-time which is worked, the staff member shall pay his share of the premium and EUMETSAT shall pay its share. For the part-time which is not worked, the staff member shall pay his own share plus EUMETSAT's share.
- 11** For the calculation of pensions the Pension Scheme Rules and its Implementing Instructions shall apply.

**CONDITIONS OF APPEAL AND RULES OF PROCEDURE
FOR THE APPEALS BOARD
(Article 38)**

ARTICLE 1

APPEALS

- 1** The Appeals Board shall only admit appeals provided that the Claimant has written to the Director-General within twenty days from the date of notification of the decision appealed from, requesting that such decision be withdrawn or modified, and provided that the Director-General has either rejected such request or failed to reply to the Claimant within twenty days.
- 2** Appeals shall be lodged with the Secretariat of the Appeals Board within two months from the date of notification of the decision appealed from. Nevertheless the Appeals Board may, in exceptional cases, admit appeals lodged after two months.
- 3** Appeals shall be made in writing. They shall state all grounds of appeal put forward by the Claimant and be accompanied by all documentary evidence in support thereof.
- 4** Appeals shall not stay the execution of the decisions appealed from.

ARTICLE 2

PRELIMINARY PROCEDURE

- 1** Appeals shall be transmitted immediately to the Director-General who shall make his comments thereon in writing. These comments shall, within one month from the lodgement of the appeal, be communicated to the Claimant who may, within twenty days, submit a reply in writing.
- 2** Appeals, together with the memoranda and the documentary evidence in support, the comments of the Director-General and the Claimant's reply, if any, shall be communicated to the members of the Appeals Board by its Secretariat not later than three months following the lodgement of the appeal and at least fifteen days before the date of the session at which they are to be considered.

ARTICLE 3

CONVENING OF THE BOARD

- 1** The Appeals Board shall be convened by its Chairperson.
- 2** The Board shall as a general rule consider appeals submitted to it not later than four months after the date of their lodgement.
- 3** The Chairperson may, in fixing the date of sessions of the Board, depart from the general rule laid down in paragraph 2 of this Article for the purpose in particular, of enabling several appeals to be considered at the same session, provided that in principle not more than six months shall elapse between the date of lodgement of an appeal and its consideration by the Board.

ARTICLE 4

MEETINGS OF THE BOARD

- 1** The hearings of the Appeals Board shall be public, unless the Appeals Board ex officio or at the request of one of the parties, for valid reasons, decides otherwise. Hearings concerning disciplinary matters shall be secret.
- 2** The Director-General and the Claimant may attend the hearings and make oral statements in support of the arguments put forward in their memoranda. They may be aided or represented for this purpose. The Staff Association may designate a representative to follow the hearings before the Board.
- 3** The Appeals Board may require the production of any document which it deems useful for the consideration of the appeal before it. Documents so produced shall also be communicated to the Director-General and to the Claimant.

The Appeals Board shall hear any witnesses whose evidence it deems may be useful in the proceedings. Any staff member called as a witness shall appear before the Board and may not refuse to give the required information.

- 4** No person attending a hearing of the Board shall in any case divulge any facts or opinions which come to his knowledge during the hearing.
- 5** The members of the Board shall deliberate in secret and in the absence of any other person.

ARTICLE 5

STAY OF EXECUTION

Under exceptional circumstances the Board may make an interim order staying the execution of the measure complained of, pending a final decision in accordance with Article 6.

ARTICLE 6

DECISIONS OF THE BOARD

- 1** Decisions of the Board shall be taken by majority vote. They shall be delivered in writing and shall state the grounds on which they are based.
- 2** In cases where it has admitted that there were good grounds for the appeal, the Board may decide that EUMETSAT shall reimburse, within reasonable limits, justified expenses incurred by the Claimant. The Board may also decide that EUMETSAT shall reimburse travel and subsistence expenses incurred by witnesses who have been heard, within limits which it shall fix in agreement with the Director-General, and to be calculated on the basis of the provisions of Article 26 of the Staff Rules. In taking such decisions, the Board shall take into account the nature of the dispute and the amount involved.
- 3** Decisions of the Board shall not be subject to appeal except that the Board may be requested to rectify a clerical or accidental mistake in a decision delivered, or be asked to interpret a decision, should difficulties arise as to the meaning or scope of that decision.
- 4** The Board may also be asked by any of the Parties to revise a decision in the event of the discovery of a fact or evidence of decisive importance which, at the time of the decision was unknown to the Board and to the party requesting the revision. The request for revision must be lodged within three months from the date of discovery of the fact or evidence and at the latest within five years from notification of the decision in question.

CATEGORIES AND QUALIFICATIONS

- 1** Candidates for posts in category A, which comprises staff members engaged in administrative, planning and research duties, must have a university education with a suitable degree. Exceptionally, the degree requirement may be waived if the candidate has equivalent professional experience.
- 2** Candidates for posts as interpreters and translators in category L must have a general education of university standard and appropriate professional training or experience.
- 3** Candidates for category B posts involving executive and supervisory duties must have reached an educational standard equivalent to a full course of general secondary education and possess appropriate professional qualifications.
- 4** Candidates for category B posts involving technical, secretarial or clerical duties must have reached an educational standard equivalent to an intermediate level of general secondary education and possess appropriate professional qualifications.
- 5** Candidates for category C posts which involve technical, manual or service duties, must have reached an educational standard equivalent to a general primary education and, if need be, possess appropriate professional qualifications.