

STATUTES
OF THE INTERNATIONAL SPACE STATION
EDUCATION FUND

ESA-HQ Paris, 12 July 2002



CONSIDERING the value to young people of developing their knowledge of space activities;

CONSIDERING the readiness of the Member States of the European Space Agency (“ESA” hereinafter), the teaching profession and the industrial circles to develop educational projects in Europe focused on space themes and their wish to provide grants for the implementation of such projects through ESA;

CONSIDERING the importance of ESA intensifying its participation to the promotion of such activities, in a pan-European context and considering ESA readiness to receive such grants and to utilise them in accordance with the provisions hereof;

CONSCIOUS that the International Space Station is an ideal vehicle for supporting education activities and a potential source of encouragement for young people to study science, technology and space related matters in particular;



HAVING REGARD to Articles II and V.1 of the Convention establishing the European Space Agency, which was opened for signature in Paris on 30 May 1975 and entered into force on 30 October 1980, and having regard to its Annex I Article XI;

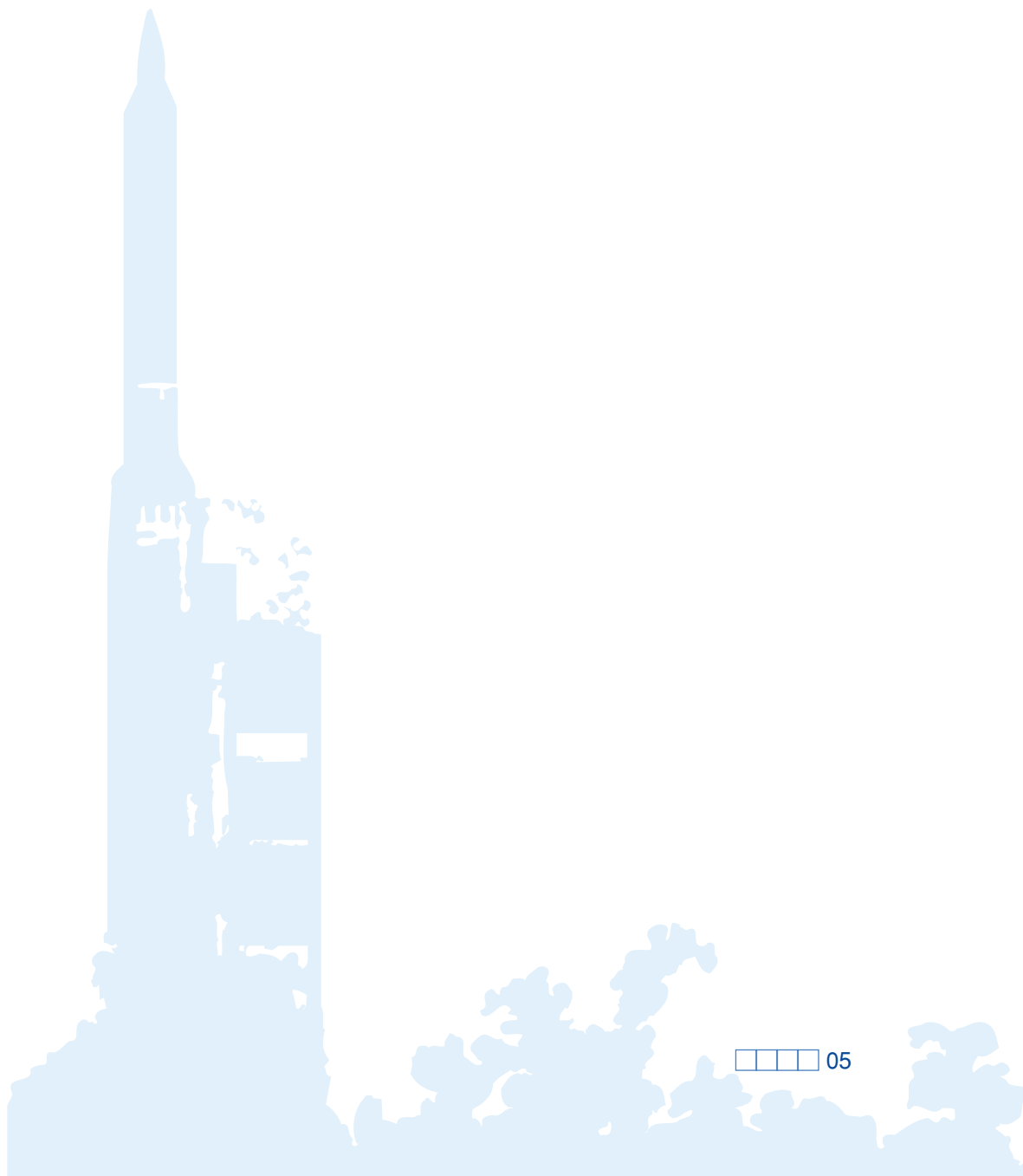
RECALLING that ESA is responsible for the promotion of utilisation of the International Space Station including associated communication activities;

HAVING REGARD to the decision as the ESA Manned Space Programme Board to make available for student experiments up to 1% of ESA's accommodation and operational resources on the ISS, from the financial envelope dedicated to the ISS exploitation programme (ESA/PB-MS(2000)20);

ESA, represented by its Director General, hereby establishes a fund dedicated to educational projects relating to the ISS, called the ISS Education Fund ("the Fund" hereinafter), regulated by the following Statutes.



ARTICLES



Article 1

(Status, Location, Duration)

- 1.1 The Fund is hereby established within the framework of ESA and operates under its aegis and supervision.
- 1.2 Whenever for the pursuance of the purposes of the Fund it is necessary to enter into relationships with third parties, ESA, represented by its Director General, will conclude the relevant acts.
- 1.3 The Fund will be located at the headquarters of the European Space Agency, 8-10 rue Mario-Nikis, 75738 Paris Cedex 15, France.

Article 2

(Purpose)

- 2.1 In line with the overall Agency's education programme and policy, and in connection with the International Space Station programme, the purpose of the Fund will be to support educational activities, for primary, secondary and post-secondary students who are nationals of ESA Member States, concerning the benefits, challenges and importance to society of space research and exploration.
- 2.2 To that end, and to the extent permitted by the resources available to it, the Fund will be used in particular to:
- a) implement research experiments, initiated by students, to be carried out on the ground, on board the ISS or on other carriers, in the fields of the life and physical sciences and applications in space;
 - b) prepare teaching material;
 - c) organise classes, lectures and promotional activities at places of learning.
- 2.3 These activities will be conducted in accordance with Annex 1 hereto.
- 2.4 The Fund will not be used to pursue any profit-making purposes and the activities implemented through it will be carried out in conformity with ESA rules and policies.

Article 3

(Participants and Honorary Participants)

3.1 In addition to ESA, the following may become participants in the Fund through written acceptance of these Statutes and subject to ESA approval:

- a) the physical or legal persons from ESA Member States, who contribute in cash or in-kind to the Fund, and which may be:
 - i) industry, education and government organisations;
 - ii) individuals whose qualities, expertise and experience justify their participation;
(the “Participants” hereinafter)

- b) individuals from ESA Member States whose qualities, expertise and experience justify their participation as honorary Participants (the “Honorary Participants” hereinafter).

Article 4

(Resources)

- 4.1 The resources of the Fund will be used strictly for the purpose defined in these Statutes and in accordance with its provisions.
- 4.2 The resources of the Fund consist of:
 - a) the financial and in-kind grants by the Participants;
 - b) ESA support as described in Article 5 below.
- 4.3 In addition to the ESA support referred to 4.2 (b) above, ESA will make available for the activities of the Fund the resources described in Annex 2 hereto. However, the latter will not be considered as a grant to the Fund.

Article 5

(Use of ESA facilities)

- 5.1 ESA will put at the disposal of the Fund:
 - offices and equipment essential to pursuit of the Fund's purpose;
 - administrative, informatics and technical support.
- 5.2 ESA may, acting in accordance with its rules, authorise the use of other infrastructures belonging to it.
- 5.3 ESA will support as appropriate the operation of the Fund through its provision of staff over and above help from volunteers, students or others taking part in the activities of the Fund.
- 5.4 The identity and quantity of the resources to be made available by ESA under this Article 5 will be established by ESA on a yearly basis.

Article 6

(Administration)

- 6.1 The administrative bodies of the Fund are:
- the Meeting of Participants;
 - the Bureau.

Article 7

(Meeting of Participants)

- 7.1 The Meeting of Participants will comprise the Participants, Honorary Participants and ESA.
- 7.2 The Meeting of Participants will determine the general policy to be pursued by the Fund. It will approve the Annual Report on the situation of the Fund prepared by the Bureau, which is communicated to the ESA Director General.
- 7.3 The Meeting of Participants will take place at least once a year in principle, at ESA headquarters or at any other place as decided by the Bureau and whenever convened by its Chairman or at the request of at least a quarter of its members.
- 7.4 In the Meeting of Participants, each Participant and ESA will have one vote. Except where otherwise stated in the present Statutes, decisions will be taken by a majority of the Participants present and voting, with ESA voting in favour. Decisions will be validly adopted only in the presence of a majority of the Participants and ESA. Honorary Participants may attend the Meeting of Participants without the right to vote, nevertheless they may be consulted to express their opinion on policy matters.

Article 8

(The Bureau)

- 8.1 The Bureau will comprise:
 - a Chairman and a Secretary, one will be nominated by the Meeting of Participants, the other designated by the ESA Director General;
 - an ESA representative, designated by the ESA Director General on the basis of his/her qualification in space and education;
 - a representative of the Participants, designated by the Meeting of Participants from among their members.

- 8.2 Subject to and in compliance with ESA rules, the Bureau will oversee the running of the Fund and take all measures necessary for the management of the Fund, execution of the activities carried out through the Fund, implementation of corresponding decisions and fulfilment of the purpose outlined in these Statutes. It will invite individuals from ESA Member States to become Participants or Honorary Participants, in accordance with Article 3 above.

- 8.3 The Chairman will monitor that decisions of the Meeting of Participants and the Bureau are carried out properly.

- 8.4 The Secretary will prepare all items to be submitted to the Meeting of Participants and will support its decision making process.

- 8.5 The ESA representative liaises with the ESA administration on matters covered by these Statutes and assists the Chairman.

- 8.6 The representative of the Participants assists the Bureau and liaises with the Meeting of Participants.

- 8.7 The members of the Bureau will be designated for a period of two years.

Article 9

(Operating procedures)

- 9.1 Observing ESA rules and policies, the Fund will be operated according to the procedures established by the Bureau.
- 9.2 The Participants and Honorary Participants will bear their own expenses related to the discharge of their responsibilities under these Statutes. They are not entitled to obtain any remuneration from the Fund.

Article 10

(Financial Administration)

- 10.1 The financial administration of the Fund is carried out by ESA in accordance with its financial rules and these Statutes. ESA will receive the grants of any kind to the Fund. These incomes will be budgeted and entered as Other Income in the budget of the ISS Exploitation Programme. The accounts relative to such expenditure will be verified in accordance with the auditing procedures pursuant to the ESA Financial Regulations and will be communicated to the Bureau.

Article 11

(Liability)

11.1 With regard to the activities undertaken pursuant to these Statutes, no Participant or Honorary Participant, or ESA will make any claim against the other with respect to injury or to death of one of them or its own employees, or with respect to damage of any kind or loss of its own property, whether such injury, death, damage or loss arises from negligence or otherwise, except in the case of gross negligence and wilful misconduct.

Article 12

(Settlement of Disputes)

12.1 Any dispute which may arise regarding the interpretation or implementation of the provisions of these Statutes may be referred by any members of the Bureau, Participants or Honorary Participants to ESA's Director General for settlement.

Article 13

(Withdrawal and Termination)

- 13.1 Any Participant and any Honorary Participant may withdraw from the Fund by giving written notice to the Chairman and to the ESA Director General, indicating the date on which withdrawal is to take effect, which will be not earlier than three months after the date of the notice.
- 13.2 A Participant will automatically be excluded from the Fund in case such Participant does not contribute to the Fund for two consecutive years.
- 13.3 ESA may withdraw from the Fund by giving written notice to the Participants and Honorary Participants having such quality at the date on which withdrawal is to take effect, which will be not earlier than three months after the date of the notice.
- 13.4 ESA's withdrawal will result in the automatic termination of the Fund.
- 13.5 Withdrawal by any Participant or Honorary Participant will not give rise to any reimbursement. The withdrawing Participant or Honorary Participant will remain bound to the obligations undertaken prior to withdrawal and any grant to the Fund by such Participant will remain finally acquired by the Fund.
- 13.6 In case of termination of the Fund due to ESA withdrawal, the value of the grants remaining after fulfilment of the obligations undertaken in the pursuance of the scope of the Fund will be returned to the Participants, having such quality at the date of termination, in proportion to their respective total grants to the Fund.

- 13.7 In the event of termination of the Fund for causes other than ESA withdrawal as foreseen in Article 13.4 above, the grants will remain acquired by ESA.
- 13.8 The Fund may be dissolved at any time by a vote in favour by a two-thirds majority of the Meeting of Participants, including ESA, present and voting. Unless otherwise decided by ESA, the Fund will be deemed automatically terminated in case the amount of the grants allocated to it are below 20.000,00 Euros for twelve consecutive months.



Article 14

(Ending of Appointment)

- 14.1 Participation by a Participant or Honorary Participant to the Fund may be excluded from the Fund in case the Participant or Honorary Participant concerned contravenes to a provision of the Statutes or in case it loses the qualification on the basis of which they were admitted.
- 14.2 This termination will be decided by a vote in favour of a two-thirds majority of the Meeting of Participants, including ESA, present and voting. The Participant or Honorary Participant concerned will not take part to that vote. In case of such termination, the provisions of Article 13.5 above shall apply.

Article 15

(Amendments)

- 15.1 These Statutes may be amended on a proposal from the Bureau. Adoption of amendments requires a vote in favour by a two-thirds majority of the Meeting of Participants, including ESA, present and voting.

Article 16

(Commencement of activities)

16.1 These Statutes will take effect from the date of signature by the ESA
Director General.

Done in Paris on 12 July 2002

for the European Space Agency,



Antonio Rodotà

Annex 1

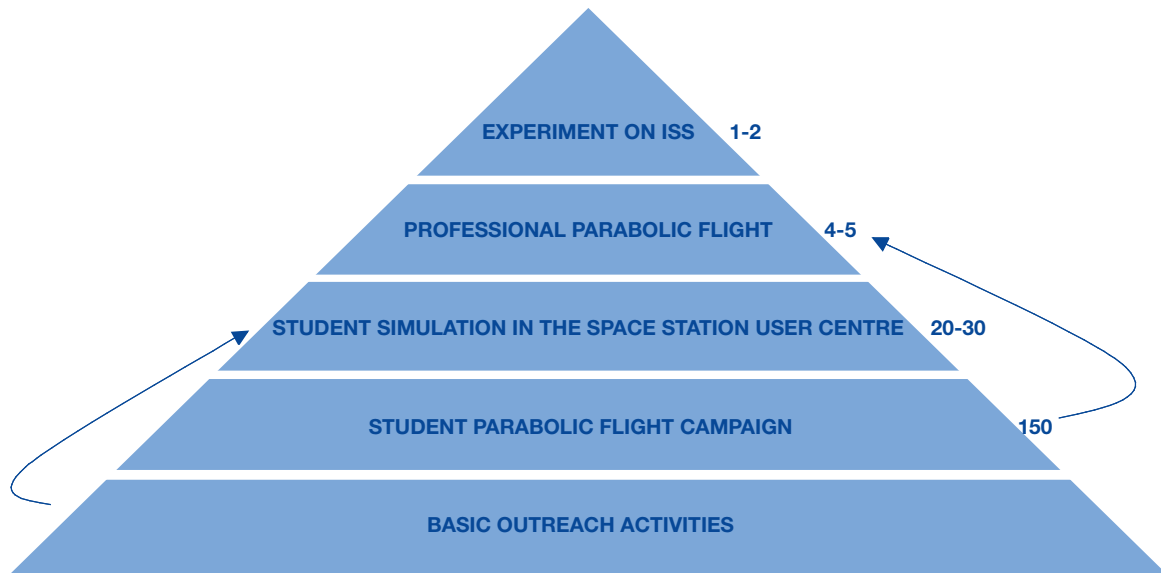
The ESA Education Programme and ISS Education Activities

The educational programme and the activities supported by the ISS Education Fund is for European students aged between 8 and 27. It makes use of the ground facilities and services provided as part of the European investment in the International Space Station, and a proportion (up to 1%) of the ESA's accommodation and operational resources provided with the European Columbus laboratory.

The educational activities can be represented as a pyramid, with activities initially addressing tens of thousands of students and ultimately, only a few of them getting opportunities for ISS experimentation.



Figure 1: The Space Education Pyramid



In the Space Education Pyramid, the target numbers of young people involved in each activity are shown on the right hand side.

The types of activity performed and services/facilities provided at each level of the pyramid are described in the document "EDUCATION PROGRAMME FOR RESEARCH ON THE INTERNATIONAL SPACE STATION" (MSM-HS/eg/2000-08).

Annex 2

Grants arrangements

1. ESA undertakings

The States participating in the ISS programme have decided to earmark up to 1% of ESA's accommodation and operational resources on the ISS for education activities. In 2005, when the Columbus laboratory is verified in orbit, these resources will be then increased significantly and will correspond to approximately 3 MEURO per year.

2. ISS Education Fund undertakings

The objective is that the ISS Education Fund match the above-mentioned ESA resources devoted to education.

Year	2002	2003	2004	2005	2006	Subsequent years
Euro	250 K	250 K	250 K	3000 K	3000 K	3000 K

It is envisaged that 80% of the Fund's grants will be in cash and the remaining 20% will be made in-kind. In kind grants will be defined by the Bureau.

3. Future undertakings

The grants profile will be further defined in line with the ESA education programme and its policy. In particular, assuming the flight of student experiments on ISS facilities as from 2005, the funding effort needed to support development and integration of those experiments will have to be distributed over two years prior to launch.