

Memorandum of Understanding Astronomy Coordination within Europe - ASTRONET

By and Between

The CNRS, public establishment for scientific and technological research, located at 3 rue Michel Ange, BP 287, 75766 Paris Cedex 16, France, represented by its director Mr. Alain Fuchs, who has delegated his signature for this Memorandum of Understanding to Mme Pascale Delecluse, director of Institut National des Sciences de l'Univers hereinafter called "CNRS-INSU",

The STFC, the Science and Technology Research Council of the UK located at Polaris House, North Star Ave, Swindon SN2 1SZ, UK, represented by its chief Executive Professor John Womersley, hereinafter called "STFC",

The NWO, the Netherlands Organisation for Scientific Research, located at Laan van Nieuw Oost Indië 300, Den Haag, The Netherlands, represented by its director for Chemical and Physical Sciences, Dr. Louis B.J. Vertegaal, hereinafter called "NWO"

The INAF, Istituto Nazionale di Astrofisica, located at Viale del Parco Mellini n°84 00136 ROMA, Italy, represented by its President Professor Nicolò D'Amico, hereinafter called "INAF"

The FWO, Fonds Wetenschappelijk Onderzoek Vlaanderen (Research Foundation Flanders), located at 5 Rue d'Egmont, 1000 Bruxelles, Belgique, represented by its Directors Dr. Hans Willems and Mr. Danny Huysmans, hereinafter called "FWO"

The ESO, European Southern Observatory, located at Karl-Schwarzschild-Str. 285748 Garching bei München, Germany, represented by its Director General Professor Tim de Zeeuw, hereinafter called "ESO"

Hereinafter collectively referred to as ASTRONET and individually as "Partner"

Introduction

CONSIDERING:

- (a) The work carried out in 2005 – 2015 by the ASTRONET Consortium within the ERANET project, which received funding from the European Union under Framework Programme Six (FP6) and Framework Programme Seven (FP7).
- (b) The need for a new, permanent organization to enable a self-sustainable coordination of European astronomy providing a strong and coherent voice for the needs of the strategic development of the discipline.
- (c) The Letters of Intent signed in June 2015 by the Bulgarian Academy of Sciences (BG), Nordic Optical Telescope Scientific Association (DK), Tartu Observatory (ES), European Southern Observatory (ESO), Institut National des Sciences de l'Univers (FR), German Federal Ministry of Education and Research (GE), Greek National Committee for Astronomy (GR), Istituto Nazionale di AstroFisica (IT), Lithuanian Academy of Sciences (LT), University of Latvia (LV), Netherlands Organisation for Scientific Research (NL), Swedish Research Council (SE), Slovak Academy of Sciences (SK), MINECO (SP), Ukrainian Astronomical Association (UA), and the Science and Technology Facilities Council (UK).

The Parties have agreed as follows:

Article 1: Purpose and objectives

1.1 The purpose of this Memorandum of Understanding (hereinafter called "MoU") is to define the frame of a consortium, hereinafter called "ASTRONET", dedicated to the coordination of European astronomy. The MoU provides the framework for ASTRONET including its objectives, and constitutes the Partners' declaration of will to commence the cooperation.

1.2 The strategic and implementation objectives of ASTRONET are the following:

Strategic objectives

- Provide a discussion forum for the coordination of European astronomy;
- Develop and update common long term strategies (e.g. a Science Vision and Infrastructure Roadmap for European Astronomy);
- Participate in developing the European scientific strategy with organizations such as the EC, Science Europe and ESFRI;
- Develop closer relationships with organizations representing the Astronomy research community, such as the European Astronomical Society;

- Develop closer relationships with organizations involved in Astronomy research, such as ESA and ESO;
- Develop closer relationships with other bodies representing complementary interests to ASTRONET such as, but not limited to, the American Astronomical Society (AAS), Europlanet, and the Astroparticle Physics European Consortium (ApPEC).

Implementation objectives

- Facilitate and enhance the coordination between existing or developing national activities;
- Develop a common action plan, based on the Science Vision and an Infrastructure Roadmap for European Astronomy, and a shared vision among the Partners;
- Facilitate, where appropriate, the realisation of future large scale projects/facilities;
- Stimulate and advise upon activities seeking funding from the European Union (such as H2020).

1.3 The Partners agree that ASTRONET has no legal capacity, but they recognize that the success of ASTRONET depends on adhering to its provisions.

Article 2: Partnership

2.1 The participating institutions of the present MoU constitute the Partners of ASTRONET. The signatories of the MoU are duly authorized representatives of these institutions.

2.2 Any Ministerial or other funding agency responsible for policy and/or providing funding in Astronomical research at the national or international level, or their designated institution with legal status, is eligible for Partnership in ASTRONET.

2.3 The rules for Partner admission, resignation/withdrawal or acquirement of observer status are presented in Article 9.

Article 3: Internal Organization

3.1 The organisational structure of ASTRONET consists of the following two bodies:

- the Board as detailed in Article 4 below;
- the Executive Committee as defined in Article 5 below.

Article 4: The Board

- 4.1** The ASTRONET Board is the strategic, decision-making and supervisory body of ASTRONET. It is supported by the General Secretary (see Article 6).
- 4.2** Each Partner of ASTRONET shall appoint one (1) representative to the Board.
- 4.3** The Board shall elect a Chair among the Partners to serve for two years. The chair can be re-elected, but not more than once consecutively. The Board may elect a Deputy Chair from among the Partners to serve on the same terms as the Chair.
- 4.4** The Partners reserve the right to change their representative at the Board at any time by an information letter addressed to the Chair of the Board.
- 4.5** The Board shall be convened by its Chair at least once a year.
- 4.6** Legal entities having acquired the Observer status according to Article 9 of this MoU may attend meetings of the Board without voting rights.
- 4.7** The Board may invite international organizations and other appropriate non-Partner organizations (Ministerial or Funding Agencies) with which ASTRONET shares common objectives and which have not acquired the Observer status according to Article 9, to attend the meetings with an advisory role.
- 4.8** Responsibilities of the Board:
- a. approve the annual work plan and progress report submitted by the General Secretary;
 - b. approve the spending of the ASTRONET General Budget (as defined in Article 8) of the previous financial year;
 - c. approve the General Budget estimates for the Basic and Additional Activities, as defined in Article 8.4 and the accounts for the forthcoming year;
 - d. approve any modification of the cash annual participation fee presented by the General Secretary, according to Article 6.5;
 - e. approve the in-kind contributions to be provided according to Article 8.1;
 - f. approve the provision of the ASTRONET Secretariat;
 - g. appoint the General Secretary among the Executive Committee members;
 - h. appoint individuals representing ASTRONET in international fora or organisations;

- i. approve any amendments to the Annexes of this MoU, notably the definition and assignment of tasks;
- j. approve the accession of new ASTRONET Partners (according to Article 9).
- k. Take a decision in case of a dispute, when no amicable settlement can be reached according to Article 14

4.9 The General Secretary shall send, on behalf of the Chair, the proposed agenda to each Partner and Observer at the latest fourteen (14) calendar days before a Board meeting. Any agenda item requiring a decision by the Partners must be identified as such on the agenda. During a meeting the Partners present or represented may agree to add a new item to the original agenda.

4.10 A quorum shall consist of representatives of at least half of the Partners, present or represented. In case the quorum is not reached, a new quorate meeting shall be organized within sixty (60) calendar days at the latest.

4.11 The Chair should strive towards a consensual decision in all cases. In cases where a consensus cannot be reached, decisions shall be taken by a majority of two-thirds (2/3) of votes cast. Where a country is represented by more than one Partner (not considering international organizations), there will be only one vote for that country. Decisions concerning the General Budget (Articles 4.8.b, c and d above) require a majority of two-thirds (2/3) of the votes cast. In case of modification of the in-cash annual participation fee, a unanimous decision is required. Partners in arrears with their fee have no voting rights until the fee is paid.

4.12 Any Partner unable to attend a Board meeting may appoint a proxy who must also be a Partner of ASTRONET. A proxy cannot represent more than one Partner.

4.13 The General Secretary shall produce written minutes of each meeting, which shall be the formal record of all decisions taken. The General Secretary shall send the draft minutes to all Partners within twenty (20) calendar days of the meeting. The minutes shall be considered as accepted if, within thirty (30) calendar days from sending, no Partner has objected in writing to the Chair with respect to the accuracy of the draft of the minutes.

Article 5: The Executive Committee

5.1 The ASTRONET Executive Committee is responsible for the executive management of ASTRONET and for the implementation of the strategic decisions of the Board.

- 5.2** The Executive Committee is composed of the ASTRONET work package leaders plus the Board Chair (and Vice-Chair, if appointed). Experts may be invited to the Executive Committee. It is chaired by the General Secretary.
- 5.3** The Executive Committee is convened and supported by the General Secretary.
- 5.4** The Executive Committee members, the Chair of the Board and the General Secretary share the responsibility for the networking activities of ASTRONET, among the Partners and at the European and International Levels. The Chair of the Board is the official spokesperson representing ASTRONET; he/she may delegate this task to members of the Executive Committee on a case-by-case basis.

Article 6: The General Secretary

- 6.1** The role of the General Secretary is to support the Board in delivering the approved ASTRONET annual work plan; provide a physical location for ASTRONET; administer its accounts and ensure appropriate accounting practices, and to provide a web presence for ASTRONET. The General Secretary may be supported in this role by a Secretariat.
- 6.2** The preparation and organisation of the meetings of the Board is also among the duties of the General Secretary. The mandate of the General Secretary will last for two years, renewable once.
- 6.3** The General Secretary will liaise with the Partners and solicit their participation in the ASTRONET annual work plan.
- 6.4** The work of ASTRONET is defined in an annual work plan, to be presented to the Board by the General Secretary and approved by the Board (Article 4.6.a). The annual work plan and progress report shall be structured by work packages and tasks. The initial plan is presented in Annex 1.
- 6.5** The General Secretary presents the annual financial plan and the financial report for the General Budget to the Board.
- 6.6** The General Secretary is in charge of managing and administering the General Budget; (s)he shall develop an accounting system that monitors cash and in-kind contributions in the General Budget in a fair and complete manner.
- 6.7** The work plan for the General Secretary shall be approved by the Board.

Article 7: Other Committees

- 7.1** The Board may establish any other advisory committee as it deems necessary.

Article 8: Financial Issues

- 8.1** The general budget of ASTRONET (hereafter referred to as “the General Budget”) shall be composed of the contributions of the Partners. These will be of two types: 1) cash contributions to the Common Fund and 2) in-kind contributions once accepted by the Board.
- 8.2** The annual cash participation fees and any other cash contributions (voluntary contributions) will compose the ‘Common Fund’, which may be used by Board approval to cover the support of expert meetings and material expenses for outreach and dissemination. The Common Fund is part of the General Budget.
- 8.3** Each Partner shall provide an annual participation fee in cash (standard level or reduced level). The annual participation fees are fixed at the time of the signature of this MoU to be of five thousand (5000) Euros for the standard fees, and two thousand (2000) Euros for the reduced fees. The reduced fees may be requested by a Partner at the time of his accession, the decision being taken at the Board level. These amounts may be modified by unanimous decision of the Board, as stated in Article 4.8d. Participation fees will be due by the end of the second month of the calendar year. One of the ASTRONET partners (declared in Annex 3) will be responsible for collecting the annual participation fees.
- 8.4** There shall be two main categories of activities:
- (a) a “Basic Activity” is an activity funded from the General Budget.
 - (b) an “Additional Activity” is an activity supported by a subset of Partners and/or third parties.
- 8.5** ASTRONET will encourage third party sponsoring and may look for such funding to support Additional Activities.

Article 9: ASTRONET Partners and observers

- 9.1** Any legal entity wishing to be a Partner of ASTRONET (under the conditions of Article 2 above), shall submit an accession document (Annex 2a in case of standard fee, Annex 2b

in case of reduced fee) to the Chair of the ASTRONET Board who shall inform all Partners of such an application before presenting the proposal to the Board.

- 9.2** An entity shall be considered as a Partner upon signature of the accession document by its authorized representative and the Board Chair. Such an accession shall have effect from the date identified in the accession document and the new Partner's first year's participation fee will be payable on the date of accession.
- 9.3** Legal entities (under the conditions of Article 2 above) from countries within or outside Europe, as well as international organisations, may, instead of becoming a Partner, obtain an Observer status upon approval of the Board. Examples of such bodies might be international societies representing the astronomical community.
- 9.4** This Observer status gives the right to a non-voting Observer seat in the Board. Observer status will be established by means of an exchange of letters between the Board Chair and the interested entity. Observer status may be withdrawn by either side in writing at any time.
- 9.5** Participation in ASTRONET may be terminated if the Board decides that a Partner no longer fulfils the criteria for participation, and/or fails to meet its obligations towards ASTRONET, and/or acts contrary to the aims, objectives or values of ASTRONET. Paid cash contributions remain in the budget and will not be reimbursed.
- 9.6** A Partner may withdraw from ASTRONET at the end of the financial year immediately following that in which it gives written notice of such withdrawal. Paid cash contributions remain in the budget and will not be reimbursed.

Article 10: Confidentiality

- 10.1** The Partners agree that the open exchange of information shall honour the following principles: the Partners shall treat any information as strictly confidential, which is appropriately designated as such, unless otherwise agreed in writing. The confidentiality obligation shall apply for the duration of this MoU and for a period of five (5) years thereafter. The Parties shall take all appropriate steps to safeguard the confidential information. Accordingly, the receiving Party shall not use any such information for any purpose other than in accordance with the terms of this MoU, and the receiving Party shall not disclose any such confidential information to any third party, and such information shall neither be reproduced nor duplicated in any form.
- 10.2** The aforementioned shall not apply to information for which the receiving Partner has proof that it had a public nature prior to its communication by the disclosing Partner, or

fell within the public domain after such communication, but through no fault of its own; was already in its possession at the time of signature of this MoU; is received from a third party without any obligation to keep it confidential; is developed by the receiving Party independently outside the scope of this MoU.

Article 11: Annexes and modifications of the MoU

- 11.1** This MoU and its Annexes may be modified by unanimous decision by the Board in accordance with Article.
- 11.2** Annexes of the MoU form an integral part of it.

Article 12: Entry into force, duration and termination

- 12.1** The present MoU shall enter into force on the date of the last signature of the Partners. Its initial duration shall be five years, which may be extended for the same duration by an amendment unanimously approved by the Board.
- 12.2** ASTRONET may be terminated at any time by a decision taken at an extraordinary meeting of the Board by a two-thirds majority of the votes cast and a quorum of at least two-thirds (2/3) of the Partners. In case of termination, the Board will decide how the remaining funds will be distributed.

Article 13: Resolution of Disputes

- 13.1** Any dispute between the Partners shall be brought to the attention of the Chair of the ASTRONET Board for amicable settlement. In case an amicable settlement cannot be reached, the **issue** will be brought to the Board for decision in accordance with article 4.7. In event of an unresolved dispute, it must be referred to the relevant jurisdiction.

Signature

Done in six originals

Date : 17/10/16



.....
Dr. Pascale DELECLUSE, CNRS-INSU

Date : 5th October 2016

SD

Shelley Decker

Legal & Commercial Manager

PP Pr. John WOMERSLEY, STFC



Science & Technology
Facilities Council

Date : 29/9/2016

A handwritten signature in black ink, appearing to read 'L. Vertegaal', written over a horizontal dotted line.

Dr. Louis B.J. Vertegaal, NWO

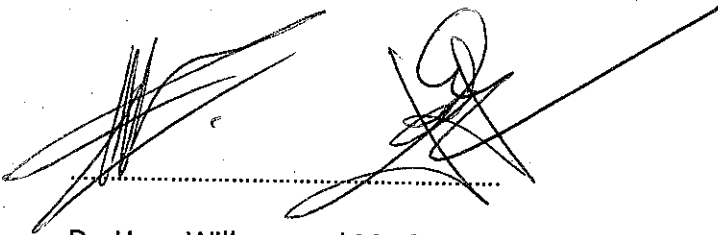
Date : 22/09/2016

**ISTITUTO NAZIONALE DI ASTROFISICA
IL PRESIDENTE
Nicolò D'Amico**



.....
Pr. Nicolò D'Amico, INAF

Date :

Two handwritten signatures in black ink. The first signature on the left is a series of overlapping, somewhat chaotic lines. The second signature on the right is more stylized, featuring a large loop at the top and several sweeping strokes below. Both signatures are positioned above a horizontal dotted line.

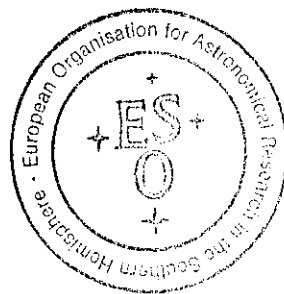
Dr. Hans Willems and Mr. Danny Huysmans, FWO



Date :12-10-2016.....

Tim de Z

Pr. Tim de ZEEUW, ESO



Annex 1: Initial Work Plan

WP	Tasks	Lead
1	Management activities 1. Executive office (<i>CNRS</i>) 2. Treasurer and responsible for collection of the fees (<i>NWO</i>) 3. Coordination office, animation, communication (#B4.8, #B4.9, #B4.10) (<i>CNRS</i>)	CNRS
2	Implementing the roadmap 1. #B4.6: optical interferometry (<i>CNRS</i>) 2. #B4.7: radio astronomy (<i>NWO</i>) 3. Monitoring the European medium and large size O/IR ground facilities (<i>TBD by the Board</i>) 4. Astronomy heritage (dealing with a coordination at European level of the national activities in astronomy historical instrumentation and observatories, archives and libraries) (<i>INAF</i>) 5. #D6.1: Astrophysical Software Library (→ <i>ASTERICS Forum</i>) 6. #D6.2: Data facilities (→ <i>ASTERICS Forum</i>) 7. Space and Ground coordination (#A3.1, #B4.1, #B4.2, #B4.3) (<i>TBD by the Board</i>) 8. Training, schools (#E7.1, #E7.2, #E7.3) (<i>TBD by the Board</i>) 9. Outreach (#E7.4, #E7.5, #E7.6) (<i>TBD by the Board</i>)	NWO
3	Preparing the future: the next Science Vision and roadmap exercise. Target is 2018 for the period 2021-2030 (parallel/synergy with US-DS)	STFC
4	Wider engagement of the European astronomical community: Including a European Forum of emerging Astronomy communities in coordination with New Member States Working Group at ESO (Remote access to data sets, VO activities, Evolution/Renovation of local facilities, relation to ASTRONET roadmap...) that could be held during yearly EWASS meetings	TBD by the Board

Annex 2a: Model of ASTRONET Accession document – Standard fee

ACCESSION

of a new Partner to ASTRONET as described in the MoU “*Astronomy coordination within Europe - ASTRONET*”, version [..., YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTNER]

hereby consents to become a Partner to the MoU identified above and accepts all the rights and obligations of a Partner starting [date].

The ASTRONET Board has accepted, in the meeting held on [date], the accession of [the name of new Partner] to the ASTRONET MoU starting [date].

This Accession document has been done in 2 original copies to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTNER]

Signature(s)

Name(s)

Title(s)

[Date and Place]

ASTRONET Board Chair

Signature(s)

Name(s)

Title(s)

Annex 2b: Model of ASTRONET Accession document – Reduced fee

ACCESSION

of a new Partner to ASTRONET as described in the MoU “*Astronomy coordination within Europe - ASTRONET*”, version [..., YYYY-MM-DD]

[OFFICIAL NAME OF THE NEW PARTNER]

hereby consents to become a Partner to the MoU identified above and accepts all the rights and obligations of a Partner starting [date],

hereby requests the Board approbation for a reduced annual participation fee.

The ASTRONET Board has accepted, in the meeting held on [date], the accession of [the name of new Partner] to the ASTRONET MoU starting [date], and the reduced annual participation fee has been approved.

This Accession document has been done in 2 original copies to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTNER]

Signature(s)

Name(s)

Title(s)

[Date and Place]

ASTRONET Board Chair

Signature(s)

Name(s)

Title(s)

Annex 3

For the years 2016 and 2017, NWO will organize the collection of participation fees.