

Agreement for the Scientific Exploitation of the William Herschel Telescope and the Isaac Newton Telescope

Between

Instituto de Astrofísica de Canarias (IAC)

And

Science and Technology Facilities Council (STFC)

And

Nederlandse Organisatie voor Wetenschappelijk Onderzoek (NWO)

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This **Agreement for the Scientific Exploitation of the William Herschel Telescope and the Isaac Newton Telescope** (the '**Scientific Exploitation Agreement**' or the '**Agreement**') is made on FEBRUARY 20, 2017 (the '**Effective Date**')

BETWEEN

Instituto de Astrofísica de Canarias (hereinafter referred to as '**IAC**'), an institution duly organised and existing under the laws of Spain, with registered address at c/ Vía Láctea, S/N, 38200 La Laguna, Tenerife, Spain, duly represented by Prof. Rafael Rebolo, Director General;

and

The Science and Technology Facilities Council (hereinafter referred to as '**STFC**'), an institution duly organised and existing under the laws of England, with registered address at Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1SZ, United Kingdom, duly represented by Prof. Grahame Blair, Executive Director, Programmes;

and

Nederlandse Organisatie voor Wetenschappelijk Onderzoek (hereinafter referred to as '**NWO**'), an institution duly organised and existing under the laws of The Netherlands, with registered address at Laan van Nieuw Oost-Indië 300, 2593 CE Den Haag, The Netherlands, duly represented by Dr. Louis B.J. Vertegaal, Director of the Division of Physical Sciences,

Each party is hereinafter individually referred to as a '**Party**' and jointly as '**the Parties**'.



PREAMBLE

- (a) On 26 May 1979 the SRC (predecessor of SERC, PPARC and STFC) and the IAC entered into an agreement on telescope installations in the Roque de los Muchachos Observatory (referred to indistinctively as “Agreement on Telescope Installations” or “Third-level Agreement”) which enabled SRC to construct and use the William Herschel Telescope (WHT) and the Isaac Newton Telescope (INT) at the Roque de Los Muchachos Observatory (ORM), La Palma, Canary Islands, Spain.
- (b) The “Agreement on Telescope Installations” formed part of a series of agreements relating to research and rights of use and access at ORM, which series also included *inter alia* (i) the Agreement on Cooperation in Astrophysics (the “Cooperation Agreement”) dated 26 May 1979 (ii) the Protocol on Cooperation in Astrophysics (the “Protocol Agreement”) dated 26 May 1979 and both made between the Government of Spain, the Government of the UK, the Government of Denmark and the Government of Sweden. The Protocol Agreement is further subject to (iii) an extension to the Protocol Agreement (the “Protocol Extension”) dated 18 June 1981, (iv) an addendum (the “Addendum”) relating to the inclusion of the Teide Observatory into the same cooperation arrangements, dated 8 April 1983. The Third Level Agreement, the Cooperation Agreement, the Protocol Agreement, the Addendum and the Protocol Extension are referred to together in this document as the “ORM Agreements”.
- (c) On the basis of the Agreement on Telescope Installations, **SERC** and the **NEDERLANDSE ORGANISATIE VOOR ZUIVER-WETENSCHAPPELIJK ONDERZOEK** (predecessor of NWO, hereinafter referred to as ‘**ZWO**’), entered into an agreement on collaboration in astronomical research on La Palma and on Hawaii (the “ING Protocol”) dated 13 June 1983, that establishes the terms and conditions for operation of the WHT and the INT. The ING Protocol was subject to an amendment by which the IAC joined the ING partnership (the “IAC Amendment”), dated 7 May 2003, and three extensions by letter dated 8 August 2008, 6 June 2012 and 17 March 2015; the latter extends the ING Protocol to 31 March 2020. The ING Protocol, the IAC Amendment and the three extensions are referred to together in this document as the “ING Agreement”.
- (d) The STFC and the IAC signed an ownership Transfer Agreement, dated 13 January 2016, by which the STFC transfers ownership of the WHT and the INT to the IAC, with effective date 15 January 2016. The Transfer Agreement, made in compliance with the provisions set forth in the Agreements on Cooperation in Astrophysics, establishes that STFC will continue to be the managing agency for the telescopes.
- (e) The STFC, the IAC and the NWO, with over 25 years of collaboration in the exploitation of telescopes at ORM, concur that astronomical areas of key importance in the 2015-2025 decade are ideally served by the WHT. Foremost is wide-field optical spectroscopy support for large space- and ground-based projects. The INT is identified as a complementary facility. Also of common interest for the Parties is to retain access to the northern sky from an excellent astronomical site such as the ORM on La Palma, and to exploit science complementarities with the 10.4m Gran Telescopio Canarias (GTC).



NOW THEREFORE, in order to update the 1983 *Protocol on Collaboration in Astronomical Research on La Palma and Hawaii* and the 2003 *Agreement on the operation of the Isaac Newton Group of Telescopes* to the new roles of IAC and STFC, and to ensure the telescopes continue to serve excellence in astrophysical research, the STFC, NWO and IAC have agreed to amend the ING Agreement, with the following terms and conditions:

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Article 1. Definitions

In this Agreement, unless the context or subject matter otherwise requires, the following terms and acronyms mean:

Agreement	This document, including any schedules and annexes, to which the agreement to the terms and conditions is expressed by the signatories representing all Parties.
Auxiliary Buildings	The LN2 plant and its building, the generator house and its building, the fuel tank building, the Robo-DIMM and its dome and tower.
BOE	Boletín Oficial del Estado (Official Bulletin of the Spanish Government).
Effective Date	The date of last signature of this Agreement.
IAC	Instituto de Astrofísica de Canarias.
ING	Isaac Newton Group of Telescopes, a permanent establishment of STFC in Spain, operating the Telescopes in the ORM.
Initial Term	10 years from the Effective Date.
INT	Isaac Newton Telescope, meaning the telescope and the enclosing building.
NWO	Nederlandse Organisatie voor Wetenschappelijk Onderzoek.
Operational Management	The management of the day-to-day activities of the managing agency, including operation, maintenance and development activities at the telescopes as well as at the sea-level headquarters, and excluding management of the recruitment, the employment conditions as reflected in the Bargaining Agreement, such as salary, yearly work hours and staff performance assessment.
ORM	Observatorio de Roque de los Muchachos, La Palma, Canary Islands, Spain.
Party	A party to this Agreement and its successors and permitted assigns, all of them referred to as Parties .
Retained Assets	All items listed in Annex 3 of the ownership Transfer Agreement that STFC shall continue to own following the execution of that agreement.
STFC	The Science and Technology Facilities Council.
Telescopes	WHT and INT.
Transfer Agreement	The agreement between STFC and IAC for the transfer of ownership of the WHT and INT made on 13 January 2016, with an ownership handover date of 15 January 2016.
Transferred Assets	All items listed in Annex 2 of the ownership Transfer Agreement of which ownership has been transferred to the IAC under that agreement.



WHT William Herschel Telescope, meaning the telescope and the enclosing building.

Article 2. Purpose of the Agreement

- a. This Scientific Exploitation Agreement (hereinafter, the '**Agreement**') concerns the operation and scientific exploitation of the WHT and INT.
- b. In consideration of the provisions contained in this Agreement, the Parties agree to jointly enable the scientific exploitation of the Telescopes over the period specified in Article 4.
- c. By virtue of the ownership Transfer Agreement, STFC will be the Managing Agency for the WHT and INT for the duration of this Agreement subject to the provisions of Article § 5.2. The Parties shall establish the strategy for the use of the Telescopes, shall make provision for the approved operating costs, and each shall obtain observing time with the Telescopes in proportions established in Article 9.

Article 3. Applicability of previous agreements

- a. This Agreement complies with, and shall be deemed to be made in the framework of, the Cooperation Agreement and the Protocol for Cooperation in Astrophysics in the Canary Islands of 26 May 1979 (BOE 161, July 6, 1979, 15423), in which the NWO is no party.
- b. Notwithstanding the foregoing, the terms of this Agreement shall, in the event of conflict, replace and take precedence over the terms of the following agreements:
 1. The Protocol on Collaboration in Astronomical Research on La Palma signed between STFC and NWO (or their predecessors) on 28 June 1981, and its Amendment, signed on 13 June 1983.
 2. The *Agreement on the operation of the Isaac Newton Group of Telescopes* signed between IAC, STFC and the NWO on 23 September 2002, concerning the continued operation of the Isaac Newton Group of Telescopes sited on La Palma, Canary Islands, and the exchange of letters of continuation executed on 8 August 2008, 6 June 2012 and 17 March 2015.

Article 4. Term of the Agreement

§ 4.1 Initial term and extensions

- a. This Agreement shall, after it has been signed by all three Parties, become effective as from the Effective Date and shall remain in force for the Initial Term.
- b. On expiration of the Initial Term, the Parties, either in total or in part, may agree an extension to this Agreement. Any such extension may include additional parties. If any Party does not agree to an extension to this agreement, this Agreement shall terminate with respect to that Party at the end of the Initial Term.



§ 4.2 Review

Without prejudice to the Initial Term, the Parties agree to review this Agreement five (5) years after the Effective Date, to discuss and, if required, to negotiate in good faith any amendments reasonably requested by any of the Parties.

§ 4.3 Effect of termination

- a. Upon termination of this Agreement or a Party's involvement in this Agreement following the Initial Term, an extension to the Initial Term under clause § 4.1, or as a result of early termination under clause 4.4, that Party will ensure that all responsibilities and liabilities required of them under and as a result of this Agreement, between the Parties and with other parties, are resolved with no outstanding issues.
- b. The Parties shall pay due consideration to the provisions of the ORM Agreements, notwithstanding that NWO is not party to those Agreements.

§ 4.4 Early termination

- a. If one of the Parties wishes to withdraw from this Agreement prior to the end of the Initial Term or any of its extensions provided under paragraph § 4.1 above, such Party shall provide a minimum of two (2) years notice in writing (in English) to the non-withdrawing Parties, and pay associated operations costs for those years.
- b. Without prejudice of the termination of one Party, this Agreement shall remain valid with regard to the non-withdrawing Parties.

Article 5. Management**§ 5.1 Managing Agency**

STFC shall manage the operation and development of the WHT and INT and therefore be referred to as the Managing Agency. Operation will be carried out through STFC's Isaac Newton Group establishment (ING) in Spain.

§ 5.2 Term of appointment as Managing Agency

- a. STFC's role as Managing Agency as set in this Agreement shall terminate:
 1. On expiration of the Initial Term; or
 2. When otherwise agreed by all Parties; or
 3. Upon 2 years' notice by STFC.
- b. The Parties may agree to appoint any other Party, or a third party, to continue with the management of operation and scientific exploitation of the WHT and/or INT.
- c. Without prejudice of the foregoing, termination of STFC's role as Managing Agency shall not be a cause for termination of this Agreement.
- d. Before formal termination of STFC's role as Managing Agency, the Parties will discuss in good faith the future use of STFC's Retained Equipment and any new acquisitions, with the aim of maximising scientific productivity.



§ 5.3 Management activities

- a. STFC, through the ING, shall carry out the operation and development of the Telescopes using funding received from the Parties as provided under Article 8. Specifically, STFC shall:
 1. Operate the Telescopes, fulfilling agreed targets of technical performance and reliability.
 2. Carry out appropriate low-level maintenance and development of the Telescopes and associated instrumentation.
 3. Carry out astronomical research and high-level training in observational astronomy at the Observatory.

§ 5.4 Procedures and controls

In the performance of the role as Managing Agency, and without prejudice of the functions of the Board as provided in § 7.2 below, STFC shall implement its own internal procedures and controls, and have the freedom to operate, manage, control and direct the day to day operations of the WHT and INT without consultation with the other parties.

§ 5.5 Safety, health and environmental rules and regulations

- a. STFC, as Management Agency, shall comply with all required safety, health and environmental rules and regulations under Spanish legislation.
- b. In particular, STFC shall, according to Spanish legislation, coordinate health, safety and environmental procedures with the Parties, including their servants, agents or employees, including staff on secondment.

§ 5.6 Continuation of legal relationships and liabilities

- a. The Parties agree that all contracts and/or agreements and/or arrangements in which STFC is a party to facilitate the functioning and management of the WHT and INT other than any arrangements governing payment for common services at the ORM, will be retained by STFC to be continued or determined at STFC's discretion and the IAC shall have no liability as a party to those contracts.
- b. In particular, STFC shall continue to assume any rights, liabilities and obligations held before the referred transfer with regard to personnel employed and/or hired by STFC at ING as provided under Article 10 below.

§ 5.7 Provision of Facilities

The IAC shall provide and make available the WHT and INT to the Parties. The Parties agree that STFC may elect to cease any Management responsibilities required of it under Article 5 should the WHT and INT no longer be made available.



Article 6. Insurance and Liability

§ 6.1 Insurance

The Managing Agency shall procure, on behalf of all of the Parties using funding received under Article 8 of this Agreement and ensuring that each Party to this Agreement is named as a beneficiary, any necessary insurance policies required in relation to the day to day operation of the telescope, including civil responsibility insurance. For the avoidance of doubt, this excludes any insurance requirements relating to each individual party's employment of staff and insurance for the structure of the WHT and INT.

§ 6.2 Uninsured losses

In the event of any loss incurred which is deemed to not be covered by the insurance required in § 6.1, the matter shall be referred to the Board defined in § 7.1a for decision.

§ 6.3 Liabilities for visiting astronomers

Any Party inviting visiting astronomers or guests to the WHT and/or INT shall be responsible to the other parties for any loss or damages caused by those astronomers or guests.

Article 7. Governance

§ 7.1 The Board

- a. In order to oversee the execution of the Agreement and efficiently carry out the operation and scientific exploitation of the Telescopes, the Parties shall set up a joint committee (the '**Board**') comprising one delegate from each Party, plus scientists appointed by each Party, in proportion to the Party's contribution to the funding of ING.
- b. Initially, and on the basis of the funding contributed by the Parties at the Effective Date (§ 8.2b) the Board will comprise two scientists to be appointed by STFC, two scientists to be appointed by NWO and one scientist to be appointed by IAC.
- c. The Board shall appoint a chairman (the '**Chairman**') from amongst the non-delegate members. The Chairman shall normally hold office for three years and be ineligible for reappointment during a term of three years unless all members of the Board agree otherwise.

§ 7.2 Board functions

The Board shall oversee the operation of this Agreement. In particular, and without prejudice to the generality of the foregoing objective, the Board shall:

- a. agree with the Parties and their astronomical communities on a strategy for the scientific exploitation of the Telescopes;
- b. define the programme for the operation, maintenance and development of the Telescopes;
- c. approve annual budgets and forward estimates, covering both money and manpower, for the programme referred to in b;
- d. review the arrangements for the allocation of observing time on the Telescopes, in accordance to Article 9;



- e. consider, decide and direct upon actions or capital works to be undertaken in the event of catastrophic failure of or damage to the WHT and/or INT.
- f. have one of its members, normally the Chair, invited to be involved in the selection process for the post of ING Director.

§ 7.3 Board meetings

The Board shall meet at least twice a year, and shall receive reports from the ING Director. Additional meetings may be called by the Chairman or at the request of any two members. The Board shall seek to reach decisions by consensus; decisions shall require the consent of at least seven (7) members.

§ 7.4 Board sub-committees

The Board may set up sub-committees to advise it on any matter within its competence, the members of which need not be members of the Board.

Article 8. Funding

§ 8.1 Funding of operations and maintenance

- a. The Parties shall provide funds to allow the execution of the strategy agreed for the Telescopes.
- b. Funds provided by the Parties shall cover the ING contribution to the ORM Common Services Budget agreed by the CCI.
- c. The Parties shall endeavour to update the value of their contributions following inflation in Tenerife, Canary Islands (Spain).

§ 8.2 Contributions

- a. Contributions shall be in cash, unless the Board agrees to accept contributions in kind.
- b. The initial contributions (in cash or in kind) of the Parties for the year 2016/17 (UK financial year) shall be (in thousand euros per annum) as follows:

Party	k€ per annum	%
STFC	1318.6	42.3
NWO	1218.5	39.1
IAC	579.9	18.6
Total	3117.0	100.0

- c. Contributions for the years following year 2016/17 shall be agreed by the end of November of the preceding financial year. Allocations may be adjusted for the coming year to take into account in kind contributions made by each Party in the current year.

§ 8.3 Accounts

STFC shall ensure proper accounts are kept of the costs of the operation, maintenance and development of the Telescopes. These accounts shall be audited in accordance with the normal practice for STFC, and summaries of them shall be presented to the Board annually.

Article 9. Telescope time

- a. Allocation of telescope time shall respect the provisions of Articles 5.b.(i)^{*} and 5.b(ii)[†] of the 1979 Agreements on Cooperation in Astrophysics, which sets a site contribution of 20% under the responsibility of the IAC, and a 5% fraction for collaborative programmes.
- b. The breakdown of the remaining 75% of telescope time into national portions shall be in proportion to the funding contribution of each Party. The total breakdown will be as follows:

Party	%
STFC	31.7
NWO	29.3
IAC	14.0
Site contribution	20.0
Collaborative programmes	5.0
Total	100.0

- c. The night time needed for quality control, maintenance and instrument changes will be established by agreement of the Board, and will be obtained proportionally from the above assignments.
- d. The allocation of nights on each telescope between the Parties, the site contribution and the collaborative programme time shall be equally spread over the different seasons and moon phases.
- e. The Parties shall ensure, so far as possible, that time shall be allocated on the basis of scientific merit and technical feasibility. Unused telescope time shall not be deemed to be transferred over to the following year, unless otherwise agreed.
- f. In case the actual financial contribution of any of the three Parties would change by more than 15% from the figures given in § 8.2b, second column, this would imply a re-negotiation of this Agreement and an adjustment of the observing time quota.
- g. Parties, together or individually, may assign Observing time to a non-Party; and the Parties may decide to exchange observing time with other telescopes, for example, to gain access to complementary capabilities. The Board should be informed.

^{*} "Spain shall have at its disposal at least 20% of the observing time of each of the telescopes and instruments installed in an observatory free of charge, except for the normal costs of consumable material required for observations. This time, on the responsibility of the IAC, shall be for the use of Spanish Institutions and other collaborating institutions of any nationality."

[†] "Provision shall be made for the allocation of at least an additional 5% of the observing time of each of the telescope installations to collaborative programmes between User Institutions including the IAC. Each User Institution, and, with the agreement of the IAC, any Spanish Institution, shall have the right to join in each such programme if it so wishes."

Article 10. Personnel

§ 10.1 STFC personnel at ING

- a. The management assumed by STFC under Article 5 above shall cause STFC:
 1. To be considered as employer and, as a result, to retain the rights and responsibilities inherent to that condition, with respect to personnel employed or on leave-of-absence by STFC, taking on all labour and administrative liabilities derived from its condition as employer;
 2. To indemnify IAC and NWO, subject to § 10.1a.3, with regard to any employment law claim by the personnel at ING employed at STFC; and
 3. Take responsibility with regard to claims of any nature by the personnel at ING employed by STFC, providing that those claims are not caused by any direct action or inaction of IAC or NWO or personnel employed by IAC or NWO.
- b. The Parties acknowledge and agree that the ownership transfer of the WHT and INT to IAC shall not be deemed to cause the transfer of existing personnel from STFC to IAC.

§ 10.2 IAC and NWO's personnel at ING

- a. Costs related specifically to research activities of IAC and NWO's personnel at ING (observing trips, conferences, cost of publications, etc.) will be decided on and covered by the IAC and NWO, respectively. Training and other activities required in support of the ING telescopes will be charged to ING's budget.
- b. IAC and NWO's personnel at ING will be integrated in the day-to-day activities at the ING and under Operational Management of STFC. IAC and NWO's personnel will, however, be on IAC or NWO's payroll and under IAC or NWO's contract; all legal obligations associated with these contracts will rest with the IAC or NWO.

§ 10.3 New personnel

The Parties commit to seek to establish the mechanisms in order for the recruitment of new personnel to be assumed by IAC, STFC and/or NWO on the basis of the following:

1. STFC shall not be obliged to fill any post arising as a result of current staff ending their employment at the ING.
2. IAC and NWO shall be allowed, under this or other scientific and technical exchange agreements with ING, to place their own scientific and technical personnel on secondment at ING in order to promote scientific and technological collaboration, under agreement of the Director on the placement and value.

Contributions of new personnel by IAC and NWO shall be deemed contributions in kind in the terms provided in § 8.2 above,

Article 11. Additional parties

- a. Additional Parties wanting to participate in the operation and scientific exploitation of the Telescopes may be allowed to do so by signing an addendum to this Agreement
- b. Acceptance of additional parties shall be subject to unanimous agreement of the Parties.

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- c. Any acceptance of additional parties shall require the agreement on the relevant contributions and compensations related to the participation of the new parties.

Article 12. Miscellanea

§ 12.1 Amendments

This Agreement may not be modified, amended, added to or otherwise varied except by a document in writing signed by each of the Parties.

§ 12.2 Language

This Agreement is drawn up in English and Spanish, each having the same authority. However, in case of conflict between the two versions, the English Language version shall prevail.

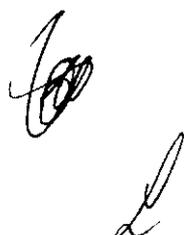
§ 12.3 Settlement of Disputes

All disputes, differences or questions between the Parties arising from the interpretation or application of this Agreement, which could not be settled otherwise, shall be submitted to the consideration of the Board. If a dispute cannot be solved in accordance with such procedure within 30 days, then the matter shall be escalated to the Chief Executives (or their equivalent) of each Party who shall attempt in good faith to resolve the matter. If they are for any reason unable to resolve the matter within 30 days of the matter being escalated to them, then it shall be submitted to arbitration in accordance with § 12.4 below.

§ 12.4 Arbitration

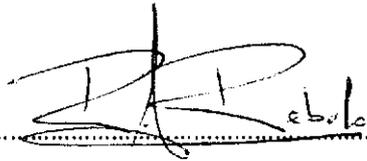
All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by a single arbitrator appointed in accordance with the said Rules, the decisions of which shall be binding upon all Parties. The place of Arbitration shall be Brussels (Belgium). The language of arbitration shall be English.

Signed in four originals, two in English and two in Spanish, each having the same meaning and validity. In case of conflict between the English and Spanish language version of the agreement, the English language version shall prevail.



Signed for and on behalf of **INSTITUTO DE ASTROFÍSICA DE CANARIAS** by:




.....

Professor Rafael Rebolo López

DIRECTOR

20 - 02 - 2017
.....

Date

THE OFFICIAL SEAL OF THE **INSTITUTO DE ASTROFÍSICA DE CANARIAS** was hereunto affixed in the presence of: -


.....

Dr. Carlos Martínez Roger

SUBDIRECTOR

20 - 02 - 2017
.....

Date

Signed for and on behalf of **NEDERLANDS WETENSCHAPELIJK ONDERZOEK** by:


.....

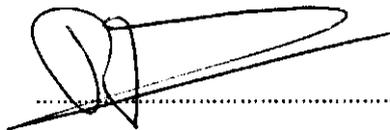
Dr. Louis B. J. Vertegaal

Director Physical Sciences

09 - 08 - 2016
.....

Date

THE OFFICIAL SEAL OF THE **NEDERLANDS WETENSCHAPELIJK ONDERZOEK** was hereunto affixed in the presence of: -


.....

Dr. Ronald Stark

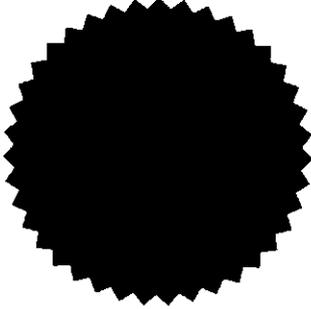
Head of Astronomy

August 9, 2016
.....

Date

**THE COMMON SEAL OF THE SCIENCE
AND TECHNOLOGY FACILITIES COUNCIL**
was hereunto affixed in the presence of:

-



G. A. Blair.

.....
Authorised to sign in the stead of the Chair
Professor Grahame Blair
Executive Director, Programmes

SMD

.....
Authorised Officer
Mrs Shelley Decker
Legal and Commercial Manager

05.09.16

.....
Date