

# AGREEMENT

Between

**The International Astronomical Union,**

and

**Andean Collaboration: Universidad de Los Andes, Parque  
Explora-Planetario de Medellín and Sociedad Chilena de  
Astronomía**

concerning the hosting of the

**ANDEAN REGIONAL OFFICE OF ASTRONOMY FOR  
DEVELOPMENT**



### **Considering that**

the International Astronomical Union (hereinafter IAU) produced the IAU Strategic Plan 2010–2020 currently titled “Astronomy for Development”;

the IAU XXVII General Assembly, held in Rio de Janeiro, Brazil 3 – 14 August 2009 resolved to proceed with the implementation of this Strategic Plan;

the IAU Office of Astronomy for Development (hereafter OAD) was established in Cape Town, South Africa, in March 2011 as the global coordinating centre to implement the Strategic Plan;

the IAU issued an Announcement of Opportunity (AO) to host Regional Nodes (hereinafter ROADS) and Language Expertise Centres (hereinafter LOADs) of the OAD;

a proposal was submitted to the IAU for the hosting of an Andean ROAD by the Andean Collaboration comprising Universidad de Los Andes (Colombia), Parque Explora-Planetario de Medellín (Colombia) and Sociedad Chilena de Astronomía (Chile);

according to that proposal the “Andean region” refers to the countries of Bolivia, Colombia, Chile, Ecuador, Peru and Venezuela;

the IAU's Extended Development Oversight Committee (EDOC), which comprises the President of the IAU, the IAU General Secretary, President of the IAU's Division C (Education, Outreach and Heritage) and the OAD Steering Committee, considered all proposals received and selected the proposal from the Andean Collaboration to be considered for the Andean ROAD;

due to potential changes in OAD oversight structures following an external review in February 2015, all reference to the EDOC in this document should be read as applying to the current EDOC or future equivalent IAU/NRF Committee with the same remit; and

all references to a ROAD hereafter in this agreement will thus specifically refer to the Andean ROAD as proposed by the Andean Collaboration,

the IAU for the one part and the Andean Collaboration (coordinated by Universidad de Los Andes while acting through its member institutes) for the second part therefore agree as follows:

### **I. Tasks and objectives of the ROAD**

The Andean Collaboration is the lead organization in the Andean regional implementation of the IAU Strategic Plan with tasks as adapted from Section 4.2 of that Plan, and outlined in the Announcement of Opportunity (AO). It will provide the regional coordination needed for an integrated strategic approach and in addition will be expected to initiate and develop new programmes consistent with the goals of the Strategic Plan.

The tasks of the ROAD, as outlined in the AO, will include:

1. Fostering the goals of the IAU Strategic Plan in the region concerned.
2. Regional management, coordination and evaluation of IAU capacity building programs, including recruiting and mobilizing volunteers. Examples are schools for researchers or schoolteachers and visits and lectures by experts.
3. Liaison with the global OAD and the sector task forces in planning and implementing relevant programs within the region.

4. Provision of administrative support for regional IAU programs in development, education, and outreach.
5. Coordination of contacts between the IAU and national authorities in the region
6. Maintenance of a regional IAU website and appropriate forums for development and education.
7. Provision of advice, guidance and information for astronomers in all countries in the region about IAU programs.
8. Proactive initiation and coordination of fundraising activities for regional development activities.
9. Reporting regularly to the OAD, and IAU Executive Committee where required, on activities of the regional node.

In addition to the above tasks, the Andean Collaboration plans to perform several specific activities, as outlined in their proposal. Where appropriate these activities will be carried out in collaboration with the OAD, the three Task Forces, and IAU-endorsed global activity-groups, such as UNawe. In addition it is envisaged that there will be a close working relationship with several other organisations in the region, as evident from the many letters of support for the ROAD. The main projects of the ROAD include the following (Section 5 of the proposal):

1. Andean School on Astronomy and Astrophysics
2. Andean Graduate Program
3. Exploration Working Group in Astroparticle Physics
4. Exploration Working Group in Radioastronomy
5. Massive Open Online Courses
6. Communication Network
7. Periodic coordination sessions for Children and Schools Task Force
8. Virtual training sessions for teachers and students
9. Teaching material for visually impaired students
10. Annual TF2 (Task Force on Children and Schools) meeting
11. Develop special shows for planetariums in the region
12. Organize periodic meetings to gather all the collaborators in the Task Force 3, "Communicating Astronomy with the Public"

## **II. Legal Status of the ROAD**

The ROAD is a project of the IAU jointly coordinated by the Andean Collaboration comprising Universidad de Los Andes (Colombia), Parque Explora-Planetario de Medellín (Colombia) and Sociedad Chilena de Astronomía (Chile). Universidad de Los Andes is assigned to coordinate the three parties and national, regional and international relations regarding the ROAD. The ROAD is thus bound by the laws of Colombia and the rules and regulations that apply to and within these institutions. Any necessary deviation from these regulations, due to the international nature of the ROAD, should first be approved by the EDOC after consulting the necessary authorities. The ROAD does not involve any employment relationship either between the Andean Collaboration and the IAU or among the Andean Collaboration institutions.

## **III. Location of the ROAD**

The main location of ROAD shall be at Universidad de Los Andes in Colombia, with satellite offices in Parque Explora-Planetario de Medellín (Colombia) and Sociedad Chilena de Astronomía (Chile).



#### **IV. Responsibilities of the Andean Collaboration**

The members of the Andean Collaboration will be the joint host of the ROAD. Universidad de Los Andes will serve as the coordinator on behalf of the Andean Collaboration. Each institution in the collaboration will provide staff time for the activities of the ROAD, as indicated in the proposal. The Andean Collaboration will therefore, through Universidad de Los Andes:

1. Ensure that the ROAD conducts its affairs in accordance with the laws of Colombia and other relevant countries in the region, and the requirements of the IAU.
2. Provide the facilities and services set out in this Agreement.
3. Support, assist and advise ROAD staff in the discharge of the tasks of the ROAD.
4. Ensure that the ROAD staff can carry out their tasks, as overseen by the ROAD Oversight Committee, free of other influence or interference.
5. Assist the IAU in seeking additional funding for the activities of the ROAD.
6. Co-host activities with other countries where necessary.

The person within Universidad de Los Andes responsible for hosting the ROAD shall be the Head of the Physics Department.

#### **V. Responsibilities of the IAU**

The IAU is responsible for the implementation of the IAU Strategic Plan and as such shall:

1. Advertise and promulgate the ROAD activities worldwide and amongst its membership.
2. Actively seek out additional funding for ROAD activities through donations, in kind support (including volunteers), etc.
3. Assist the ROAD in the coordination of its activities through the OAD.
4. Support, assist and advise the Andean Collaboration in the hosting of the ROAD, and the ROAD staff in the discharge of their tasks.

The person within the IAU responsible for the ROAD and the implementation of the Strategic Plan is the Director of the OAD, acting under the authority of the IAU Executive Committee and the General Assembly.

#### **VI. Financial Contributions**

##### **(a) By the Andean Collaboration**

1. The costs are covered by in-kind contributions and proposals submitted for each different project according to its needs.
2. In the case of common proposals the funds will be transferred to and administered by Universidad de los Andes in line with Section XIII of this document.
3. Other contributions from the Andean Collaboration may be made in respect of specific programmes carried out by the ROAD in fulfilment of local objectives.

##### **(b) By IAU**

1. The IAU will contribute a once-off sum of 5,000 EUR towards the ROAD. This amount may be paid directly into the ROAD bank account to be managed by Universidad de los Andes.
2. Further contributions from the IAU may be made in respect of specific programmes. The IAU will also assist with ongoing fundraising activities.

## **VII. Services and Facilities provided by the Andean Collaboration**

The Andean Collaboration, through its partner institutions, will provide the following for the ROAD:

1. Suitable office space with the necessary facilities including telephone, internet, computers, printers and other office facilities
2. Suitable halls will be provided where necessary for workshops, conferences summer schools, etc.
3. Communications and Information Technology (IT) support where necessary
4. Financial management support where necessary
5. Human Resource (HR) management support where necessary

The details of the above may be negotiated between the Regional Coordinator and the respective institutions of the Andean Collaboration.

## **VIII. Oversight**

1. A ROAD Oversight Committee will include representatives of each of the institutions in the Andean Collaboration and the OAD Director, and shall exercise general oversight of the activities of the ROAD and Regional Coordinator.

## **IX. Summary of Relationship with OAD**

1. The ROAD will have a close relationship with the OAD who will generally serve as the point of contact between the IAU and the ROAD
2. The OAD, together with its Task Forces, will assist where necessary with the planning and implementation of activities of the ROAD, as well as fundraising.
3. The OAD will liaise with the ROAD in terms of reporting requirements and shall arrange, together with the Universidad de Los Andes for reviews of the ROAD to be conducted at agreed intervals as described in Section XV.
4. In the case of any disputes or threats to this agreement, the first attempt at resolution should be made between the OAD Director and the relevant parties from Universidad de Los Andes.

## **X. Appointment of a Regional Coordinator and ROAD staff**

1. The selection of the Coordinator of the ROAD shall be done by the ROAD Oversight Committee and shall be subject to ratification by the EDOC.
2. The Coordinator shall be appointed at one of the institutions of the consortium, which shall fix terms and conditions of appointment, subject to the approval of the ROAD Oversight Committee.
3. The Coordinator of the ROAD shall be responsible in relation to the IAU for recruiting the staff of the ROAD in line with the procedures of the respective institutions.
4. All ROAD staff shall be employed by the respective institutions, which shall fix the remuneration, benefits, social charges, and terms and conditions of employment, subject to the procedures in force at the respective institutions and in collaboration with the ROAD Oversight Committee.



## **XI. Terms and Conditions of Employment of ROAD Staff**

1. Unless special circumstances require different arrangements, to be agreed by the ROAD Oversight Committee, all staff shall be employed under the respective institution's standard terms and conditions of employment.

## **XII. Evaluation of Staff Performance and Remuneration**

1. The ROAD Oversight Committee shall assess the performance of the Regional Coordinator (RC) annually, setting objectives for the following year, and shall report in writing to the IAU EDOC.
2. The RC shall design a document spelling out the different roles and responsibilities for the ROAD staff. This document will be reviewed and ratified by the signatories of this proposal.
3. The RC shall assess the performance of the ROAD staff annually, setting objectives for the following year, and shall report in writing to the ROAD Oversight Committee.
4. Termination of contracts of employment shall follow the procedures and rules which apply to equivalent employees of the respective institution, with due consideration of the international nature of the ROAD and thus high impact of underperformance.

## **XIII. Budget and Budget Control**

1. The Financial Year of the ROAD shall be the same as the financial year of Universidad de Los Andes for audit and reconciliation purposes.
2. The budget of the ROAD shall be proposed to the ROAD Oversight Committee annually by the RC in such detail as may be decided from time to time by the ROAD Oversight Committee.
3. Within each Financial Year the RC shall have total control of the ROAD budget, provided that expenditure does not exceed the overall budgeted income and that any unusual or unexpected expenditure is reported promptly to the ROAD Oversight Committee.
4. Any increase in expenditure in year shall have the source of funding agreed and shall be approved in advance by the ROAD Oversight Committee.

## **XIV. Programme and Financial Reporting**

1. The RC shall report annually in writing to the ROAD Oversight Committee on the programme completed, future plans, and financial status of the ROAD.
2. The RC shall present annually to the ROAD Oversight Committee for approval an income and expenditure budget for the following year.
3. The ROAD Oversight Committee shall present a written report annually to the IAU on the programme completed, future plans, and financial status of the ROAD, including the approved budget.
4. Fundraising activities shall be reported to the IAU separately.
5. A publicly accessible annual report, approved by the ROAD Oversight Committee, shall be produced and distributed to funders and stakeholders.
6. Regular updates on activities of the ROAD shall be made available on the ROAD website and distributed via other means of electronic communication as appropriate.
7. Unless agreed otherwise by the IAU EDOC, the RC shall present a report on the activities and achievements of the ROAD to each IAU General Assembly and which shall be included in the published Transactions of the IAU.

## **XV. Reviews**

1. At intervals of not less than 2 years and not more than 4 years the IAU, through the OAD, and the Andean Collaboration shall arrange for independent reviews of the performance of the ROAD. The terms of reference of such reviews shall be set by the IAU EDOC in consultation with the ROAD Oversight Committee and the review body shall report directly to the IAU EDOC and the ROAD Oversight Committee.

## **XVI. Duration of Agreement**

1. This agreement shall come into force on the date of signature by the IAU and the Andean Collaboration, and shall remain in force for 5 years. It shall thereafter be renewed by the IAU and the Andean Collaboration at 3-yearly intervals. The renovation requires the agreement of all signatories of the current agreement.

## **XVII. Termination of Agreement**


1. This agreement may be renegotiated or terminated at any time with the agreement of all signatories.
2. The Andean Collaboration or the IAU may each terminate this agreement unilaterally by giving notice in writing not less than one year in advance of the proposed date of termination. Such notice shall give the reasons for the termination and shall set out how existing obligations will be discharged. During this period the IAU and the Andean Collaboration shall endeavour to honour all obligations and commitments to each other and to any implicated third parties.
3. The Andean Collaboration and the IAU may mutually agree to terminate the present Agreement in the case of natural hazard, civil unrest (whether the acts causing the unrest are lawful or unlawful), uprising, acts of terrorism, national or international emergency or conflict, labour unrest, the emergence of a risk to public health or safety, or similar events, which make the carrying out of the functions of the ROAD impossible and unreasonable for the IAU or the Andean Collaboration. The IAU General Secretary and Universidad de Los Andes shall determine the existence of any of the said or similar events jointly in so far as they present an obstacle to hosting the ROAD.
4. Where termination occurs as a result of such a decision, the IAU and the Andean Collaboration agree that they shall not claim indemnities for any of the costs or other responsibilities that arise directly or indirectly from such termination.
5. Should the IAU EDOC decide that the Andean Collaboration are not meeting or is unlikely to meet its obligations under this Agreement, or that the ROAD is unable to fulfil its objectives, the IAU General Secretary shall immediately inform the Andean Collaboration (via Universidad de Los Andes) in writing of the concerns of the EDOC. The Andean Collaboration will then have twelve months to respond to and address these concerns and present its resolution in writing to the EDOC.
6. Following review of the written response from the Andean Collaboration and assessing the impact of the proposed resolutions to the matters of concern, the IAU EDOC may unilaterally terminate the present Agreement should it decide that the Andean Collaboration is reasonably likely to fail to meet its obligations under this Agreement for any reason other than those identified in paragraph 3 above.




## XVIII. Disputes

1. Any dispute over the interpretation of this Agreement shall in the first instance be resolved by negotiation between the RC and the Director of the OAD, followed by negotiation between Universidad de Los Andes and the General Secretary of the IAU. Should these fail negotiation between the President of the IAU and Chair of the ROAD Oversight Committee may proceed to a decision, which shall be binding on both the Andean Collaboration and the IAU.
2. Any dispute between the signatories of this Agreement shall in the first instance be resolved by negotiation between the signatories and the RC, followed by negotiation between the signatories and the Director of the OAD, followed by negotiation between Universidad de Los Andes, Parque Explora-Planetario de Medellín, SOCHIAS and the General Secretary of the IAU. Should these fail negotiation between the President of the IAU and Chair of the ROAD Oversight Committee may proceed to a decision, which shall be binding on both the Andean Collaboration and the IAU.

SIGNED FOR THE IAU:

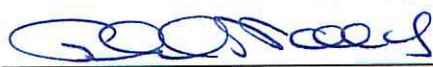
  
Piero Benvenuti, IAU Assistant General Secretary,  
on behalf of Thierry Montmerle, IAU General Secretary

13/8/2015  
Date

  
Kevin Govender, Director OAD

31/07/2015  
Date

SIGNED FOR THE ANDEAN COLLABORATION:

  
Pablo Navas Sanz de Santamaría  
President  
Universidad de los Andes

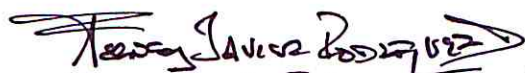
July 28, 2015  
Date

  
Andrés Roldán  
Parque Explora-Planetario de Medellín

25/09/2015  
Date

  
Ezequiel Treister  
Sociedad Chilena de Astronomía

13/8/2015  
Date

  
Dean of Science Faculty  
as witness  
31/07/15  
U. Andes