

JIV-ERIC – INAF COLLABORATION AGREEMENT

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PREAMBLE

RECOGNISING the importance of collaboration in the field of radio astronomy and in particular Very Long Baseline Interferometry (VLBI) for research in astronomy, astrometry, geodynamics and planetary science, the Parties agree to continue their collaboration, which was previously established between the INAF and the JIVE foundation, with the legal entity under the Regulation (EC) No 723/2009 of 25 June 2009 to be named "JIV-ERIC".

WHEREAS, the European VLBI Network (EVN) is a longstanding consortium with flexibly expandable structure that offers an astronomical observing facility through joint observations of radio telescopes across Europe and other continents, which is used by a vital and globally distributed scientific community. The EVN has maintained the highest standards in operating a stable network for more than two decades.

JIV-ERIC offers the users of the EVN support in proposing, processing and interpreting the observations of the EVN. It also provides feedback on the data quality delivered by the telescopes. JIV-ERIC provides the essential infrastructure for the joint observations of the EVN and other networks. JIV-ERIC has an active role in enhancing the capabilities of the EVN by developing new techniques, notably concerning the central processing and user services.

The establishment of a JIV-ERIC will increase the sustainability of the longstanding collaboration of nationally established research institutes in the field of Very Long Baseline Interferometry. The VLBI collaboration has provided key technology for leading current and future research infrastructures in radio astronomy.

INAF recognizes the importance of participating in the most sensitive studies of compact radio sources throughout the universe, as well as astrometric and geodetic observations, including the development of interdisciplinary applications using radio interferometry techniques.

INAF is a major partner of the EVN with its radio telescopes at Medicina, Noto and the Sardina Radio Telescope .

IT WAS AGREED by INAF and JIV-ERIC to continue to work together to ensure a stable financial and organisational international framework in which JIV-ERIC can operate. JIV-ERIC will continue to operate a correlator centre, support calibration observations of the EVN and support individual investigators in using the EVN and JIVE facilities.

1 – PARTIES

- 1.1. The Parties are
- a) the JIV-ERIC, legally represented by the Director
 - b) the National Institute for Astrophysics (INAF), a research organization as referred to in article 8.1. of the JIV-ERIC Statutes, not represented by a Member State in the ERIC Council

2 – RIGHTS AND OBLIGATIONS

Rights

- 2.1. INAF will have the right to
- a) Contribute data for processing at the central facilities of JIV-ERIC
 - b) Appoint a representative to attend the Council meetings
 - c) Receive the agenda and attached documents for the Council meeting
 - d) Express their opinion on the scientific, technical and operational activities of the JIV-ERIC in the Council meeting
 - e) Participate and vote in any decision that concerns the use of the operational budget of JIV-ERIC to which INAF has made a contribution.
 - f) Express their opinion on the contribution principles (as referred to in article 12.5.c of the JIV-ERIC Statutes) in the Council meeting
 - g) Participate in the development of the annual work programme by the Executive Director, as referred to in article 12.5.b. and article 14.3. of the JIV-ERIC Statutes
 - h) Affiliate with JIV-ERIC

Obligations

- 2.2. INAF shall make an annual contribution to the JIV-ERIC operations. The level of the contribution is set at 200,000€ per annum.
- 2.3. By entering this agreement, INAF shall comply with the Statutes and Rules of Procedures of the JIV-ERIC, where applicable.
- 2.4. INAF will attempt to establish a representation in JIV-ERIC on national level (Observer/Member)
- 2.5. INAF will comply with EVN procedures, as referred to in article 2.1. JIV-ERIC Statutes
- 2.6. INAF will work with the JIV-ERIC Director on all matters concerning the collaboration.

3 – WITHDRAWAL TERMINATION

- 3.1. This agreement shall come into effect upon signature by the Parties
- 3.2. The Parties enter this agreement for one year or until the date that Italy becomes Member or Observer or when the conditions of articles 3.5 or 3.6 are met. After the first five years the Parties can terminate the agreement at the end of a financial year following a request at least 12 months prior to the withdrawal.
- 3.3. The withdrawal shall become effective at the end of the financial year on the condition that the withdrawing party has fulfilled its obligations.
- 3.4. The Parties have the right to terminate the agreement, with notice of one year, in case the contribution principles will be amended.
- 3.5. The Parties have the right to terminate the agreement, with notice of one year, in case the Statutes are amended.

- 3.6. The Parties shall have the opportunity to terminate the agreement if one of the Parties is in serious breach of one or more of its obligations and has failed to rectify such breach within a period of six months after notification of the Council by one of the Parties.

4 – ADMISSION

- 4.1. The admission of the INAF will be evaluated in terms of the added value it represents to the JIV-ERIC infrastructure.

5 – DURATION

- 5.1. This agreement has an initial term of 1 year and can be considered for renewal after that.

6 – DISPUTE RESOLUTION AND APPLICABLE LAW

- 6.1. Any dispute arising between JIV-ERIC and INAF shall be first notified to the Executive Director. The Executive Director shall determine the course of action, in consultation with the Council, with the aim to settle the dispute in an amical way.
- 6.2. EU legislation on jurisdiction shall apply to disputes between JIV-ERIC and INAF. In cases not covered by EU legislation, the law of the Netherlands shall determine the competent jurisdiction for the resolution of such disputes.

For INAF


Prof. Giovanni Fabrizio Bignami
President INAF

For JIVE

Prof. dr. H.J. van Langevelde
Director JIVE



Date: 17 April 2015

Date: 17 April 2015



JIVE

Joint Institute for VLBI
ERIC