

SKAO-South Africa Host Country Agreement Monitoring Committee

Terms of Reference

The Republic of South Africa, represented by the Department of Science and Innovation, and the Square Kilometre Array Observatory, have entered an agreement concerning the hosting of the SQUARE KILOMETRE ARRAY (the Host Country Agreement).

The Parties to the Host Country Agreement committed to a process of Oversight and Reviews (Clause 7, reproduced as [Appendix A](#) for convenience).

These are the Terms of Reference for the Committee.

1. Membership

- 1.1 The Committee membership comprises key ex officio representatives of the SKA Observatory (SKAO) and the Department of Science and Innovation (the Department):
 - 1.1.1 SKAO Director of Operations, SKAO Mid Telescope Director and SKAO Mid Site Construction Director
 - 1.1.2 The Deputy Director General: Research Development and Support, DSI, the Chief Director: Astronomy, DSI, and the Deputy Director: ICR, DSI.
- 1.2 For the purposes of Committee business and decisions, the Director of Operations will represent the SKAO, and the Deputy Director General: Research Development and Support, DSI, will represent the Department (the Department Representative).

2. Other participants

- 2.1 The Site Entity (i.e., SARAO) is invited to participate in meetings via an Observer. The purpose of the Site Entity being involved is to provide input on topics that are the responsibility of the Site Entity, acting on behalf of the Republic of South Africa.
- 2.2 The Observer for the Site Entity will be Deputy Managing Director of Strategy & Partnerships, SARAO.



3. Chair, Secretariat and minutes

- 3.1 The SKA Director of Operations will chair the Committee.
- 3.2 SKAO shall provide the Secretariat for the Committee.
- 3.3 The Secretariat shall provide notes of each meeting of the Committee to serve as a record for the Committee members.
- 3.4 A draft of the notes shall be shared with the Committee within the 2 weeks following each Committee meeting. The Committee shall be given the opportunity to suggest amendments during the 2 weeks after the draft is shared.

4. Meetings and attendance

- 4.1 The Committee will meet at least once a year, usually by videoconference. This annual meeting is generally expected to occur in or around June.
- 4.2 The Chair may, in consultation with the Department Representative, convene additional meetings of the Committee.
- 4.3 An agenda will be provided by the Chair to all members of the Committee no less than 2 weeks before a meeting.
- 4.4 In order for a meeting to be considered quorate, four members (two each from SKAO and the Department) must participate themselves or be represented by a suitable substitute nominated to the Chair in advance of the meeting by email.

5. Remit

- 5.1 The Committee will consider the performance of the Host Country and the SKAO in delivering their respective commitments under the Host Country Agreement.
- 5.2 The Committee will report on performance to the SKAO Council.
- 5.3 The remit of the Committee may include the matters identified in clause 7.2 of the Host Country Agreement, namely:
 - 5.3.1 the operation and progress of all aspects of the SKA Project to date;
 - 5.3.2 the performance of each Party under this Agreement;
 - 5.3.3 the impact of the implementation of other Guest Instruments on the SKA Project at the Karoo Site;
 - 5.3.4 the type and level of insurance policies to be maintained by SKAO under clause 11;
 - 5.3.5 the future programme of the SKAO and any impact on this Agreement and any corresponding hosting agreement with any other host country; and

- 5.3.6 when appropriate, decommissioning arrangements, such as the Decommissioning Plan and/or SKAO's financial capacity to undertake the decommissioning of the Specified Components.

6. Reports

- 6.1 Each year the Committee will prepare a report (the Annual Report) covering the performance of the Host Country and the SKAO in delivering their respective commitments under the Host Country Agreement. The report shall only include items out of this scope at the mutual agreement of the SKAO and the Department.
- 6.2 The Secretariat shall provide the report to the SKAO Council, SKA Director-General and the Department. It is generally expected that the report will be submitted in or around September each year.
- 6.3 The Annual Report will be drafted by the Secretariat in the first instance but will be a joint report agreed by the Committee and its members.
- 6.4 The authors of the Annual Report will be the members of the Committee.

7. Confidentiality

- 7.1 The Committee and Observers will maintain the confidentiality of all materials, discussions and documents as appropriate.
- 7.2 The Annual Reports of the Committee are expected to be confidential to the Committee and Observers, SKAO Council and the Parties to the Host Country Agreements.

8. Effect

- 8.1 These Terms of Reference will take effect once approved at or subsequent to the first meeting of the Committee.
- 8.2 They may subsequently be changed by mutual agreement of the SKAO and Department Representative as recorded in writing.
- 8.3 The overall oversight and monitoring mechanism may itself be changed with the mutual written agreement of SKAO and the Department Representative.



Appendix A

Clause 7 from the Host Country Agreement

7. OVERSIGHT AND REVIEWS

- 7.1 Within six months of the date of this Agreement as referred to in clause 4.1, the Parties shall establish an oversight and monitoring mechanism to review and consider, at least annually or more frequently if required, matters arising from South Africa's hosting of the Specified Components. The Parties shall report the findings of the oversight and monitoring mechanism annually to the SKAO Council and the Department.
- 7.2 Each review referred to in clause 7.1 will consider matters relevant to the SKA Project, which may include:
 - 7.2.1 the operation and progress of all aspects of the SKA Project to date;
 - 7.2.2 the performance of each Party under this Agreement;
 - 7.2.3 the impact of the implementation of the SKA Project on other users of the Site;
 - 7.2.4 the type and level of insurance policies to be maintained by SKAO under clause 11;
 - 7.2.5 the future programme of the SKAO and any impact on this Agreement and any corresponding hosting agreement with any other host country; and
 - 7.2.6 when appropriate, decommissioning arrangements, such as the Decommissioning Plan and/or SKAO's financial capacity to undertake the decommissioning of the Specified Components and the restoration of the Site.
- 7.3 Depending on the findings of each review the Parties may either:
 - 7.3.1 make no change to this Agreement;
 - 7.3.2 amend this Agreement in accordance with clause 5; or
 - 7.3.3 terminate this Agreement in accordance with clause 8 and with the discharge of all residual obligations.



DOCUMENT APPROVAL AND OWNERSHIP DETAILS

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ORGANISATION DETAILS

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