



**Subject: Non-ALMA Scientific Projects at the ALMA Site:  
Procedures**

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# 1 Overview

This document describes the approval and implementation process of new scientific projects other than ALMA (hereafter: *non-ALMA Projects*) that request access to, or passage through, the OSF and/or AOS, and/or to utilize ALMA facilities or services.

For the purposes of this document, a “non-ALMA Project” is a temporary scientific project undertaken with a defined beginning and end in time, a defined scope and resources, and unique in that they have a specific set of operations designed to accomplish a specific goal or set of goals through distinct activities and phases, including initiating, planning, executing or operating, monitoring and controlling, facility decommissioning and site remediation.

All requests from non-ALMA Projects, regardless of their origin, shall be referred for evaluation and action to the ALMA Director who shall be the point of contact with the projects and keep the Executives informed of the status of the various projects.

The ALMA Director will conduct a feasibility/technical review of the project and assess its implications on ALMA and any potential benefit or detriment to ALMA. Following this assessment, the request will be submitted to the ALMA Board for recommendation and then to the Executives for approval. The Executives have the ultimate authority to make the decision regarding whether or not new projects should conduct activities on the ALMA site.

The Executives will only agree to the installation and operations of a non-ALMA Project on the ALMA site for an agreed-upon period of time, subject to the terms and conditions set forth in a specific Site Use Agreement that will stipulate the scope of the project and the rights and duties derived from the Agreement.

No activities of the project will be allowed on the ALMA site prior to the signature of a Site Use Agreement among the Executives and the legal entity responsible for the non-ALMA project.

## **2 Legal and Operational Requirements for a non-ALMA Scientific Project at the ALMA Site**

The minimum requirements to be considered in the decision to approve requests of non-ALMA Projects to be installed or to operate at the OSF and/or the AOS and/or to utilize ALMA facilities or support services are listed below.

### **2.1 Technical Aspects and Impact on ALMA Operations**

Before considering hosting a non-ALMA Project, the ALMA Director shall conduct a technical/programmatic feasibility assessment that addresses:

- The non-ALMA Project's ability to take advantage of the unique properties of the Chajnantor plateau in achieving its scientific goals;
- The extent, if any, to which the proposed activity impacts ALMA operations, including its infrastructure;
- An overview of the Executives' ability to meet environmental and legal requirements if the project is finally installed;
- The extent, if any, that the proposed activity might further ALMA's scientific goals.

To this end, the non-ALMA Project should provide any documentation that addresses the scientific/technical aspects and any other supporting documentation that details its construction and operations plan, in particular, the following:

- The science case
- Any existing peer review
- The project's construction plan
- The project's operations plan
- The project's budget
- All services and infrastructure foreseen to be requested from ALMA
- Any other document deemed relevant to facilitate the evaluation by the Executives.

A non-ALMA Project shall be considered only if it has no more than a minimal impact upon ALMA operations or any other activities carried out at the OSF and/or the AOS, including other non-ALMA projects already on the site, particularly with respect to radio frequency protection.

### **2.2 Minimum Environmental Impact**

Every non-ALMA Project shall be compliant with all Chilean environmental regulations, as well as international environmental standards as they apply to the OSF and the AOS.

Should an amendment to the existing environmental permits or the submission of a new one be required due to the scope and nature of the non-ALMA Project, those amendments or submissions to the Chilean authorities will be conducted by the Executives. Nonetheless, the non-ALMA project will be solely responsible for the expenses incurred and all the costs associated with the legal assessment and process in this regard. Also, the non-ALMA Project will take upon itself the cost of any mitigations/modifications required and the Executives will have to approve such mitigations and modifications in so far as they do not impact operations, development and the mission of ALMA.

### **2.3 Decommissioning and Site Remediation**

Prior to the expiration or termination of the Site Use Agreement, the non-ALMA Project will be solely responsible for the cost of decommissioning its facility and any site remediation actions required to restore the location to its original condition. The Site Use Agreement shall contain the period of time in which those activities shall be finished.

### **2.4 Legal Status in Chile**

The non-ALMA Project must possess full authorization to conduct activities in Chile and shall, under its sole responsibility, obtain all other legal permits/licenses, etc. required by Chilean legislation.

To that end, the non-ALMA Project shall:

- Provide the Executives with copies of all correspondence between the non-ALMA Project and the Chilean authorities in matters relating to the project/study to be hosted at the ALMA site;
- Limit all contacts with Chilean authorities and the local communities to matters strictly related to the project/study.

### **2.5 Endorsement by CONICYT**

Pursuant to the 7<sup>th</sup> Article of the CONICYT Agreement, all new scientific projects on the AOS must be endorsed by CONICYT. A non-ALMA Project shall be responsible to obtain such endorsement itself prior to the signature of a Site Use Agreement with the Executives.

All those projects related to astronomical observations shall further acknowledge that they are aware that, pursuant to the agreements with the Government of Chile, a percentage of the observing time (to be defined) may have to be made available to Chilean astronomers.

### **2.6 Use of ALMA Staff**

A non-ALMA Project shall not rely on support from the ALMA staff during the installation and operation of the project.

### **2.7 Safety and Security Compliance**

The personnel associated with the installation, operation or maintenance of the non-ALMA Project will be authorized to access the ALMA site and use its roads, according to the conditions set forth in the Site Use Agreement. In addition, the following conditions shall be respected:

- The non-ALMA Project shall comply with all applicable health and safety laws and internal regulations of the ALMA Project, including all security regulations.
- The Executives, through the ALMA Director, reserve the right to restrict access to the ALMA site of any personnel or people acting on behalf of the non-ALMA Project for safety or security reasons.

### **2.8 Liability**

The non-ALMA Project shall be responsible and solely liable:

- For the consequences of any infringement of the obligations stipulated in the Site Use Agreement;

- For the consequences of any infringement or non-compliance with Chilean and other national laws and regulations applicable to the non-ALMA Project, including environmental obligations;
- For compliance with all labor and social security obligations applicable to the non-ALMA Project, its contractors and subcontractors;
- For all accidents, injury or damages of any nature arising out of or in connection with the Site Use Agreement, the installation or operation of the non-ALMA Project, passage through the ALMA site or the use of ALMA facilities as a result of actions, failures or omissions of its personnel, contractors, subcontractors, visitors or people acting on its behalf;
- For decommissioning the non-ALMA Project and restoring the area to its previous state.

The non-ALMA Project shall indemnify and hold harmless the Executives from any claims arising from any action of its employees, contractors, consultants and visitors.

The non-ALMA Project shall be required to maintain insurance coverage as specified in the Site Use Agreement.

The Site Use Agreement shall contain provisions addressing how the non-ALMA Project will guarantee that it will fulfill all financial obligations associated with the decommissioning and site remediation activities.

The non-ALMA Project shall not hold the Executives liable for any damages resulting from any cause whatsoever.

ALMA shall always reserve the right to alter its operations, services and configuration schedule and the Executives will not be liable for any impact this may have on the non-ALMA Project.

## **2.9 Privileges and Immunities of the Executives**

Non-ALMA projects shall acknowledge that they do not derive any immunities or privileges from ESO, AUI, NAOJ or from their approval of the project.

A non-ALMA Project shall respect the immunities and privileges granted to the Executives by the Government of Chile and avoid any action which may in any way interfere with or cause detriment to these immunities and privileges.

## **2.10 Payments by the Non-ALMA Project**

A non-ALMA Project shall not adversely impact ALMA in terms of cost. Therefore, non-ALMA Projects shall pay an equitable share of costs for activities from which they directly and indirectly benefit. The Site Use Agreement shall contain the terms and conditions of payments by the non-ALMA Project.

## **2.11 Use of ALMA Facilities and Support Services**

The Site Use Agreement shall identify all the ALMA facilities that the non-ALMA Project may utilize and all support services to be provided by the Executives to the non-ALMA Project.

ALMA facilities and support services will be provided by the Executives on a best effort basis. The Executives do not guarantee their availability or suitability. The non-ALMA Project shall be charged for the use of facilities and the services according to the proportion of their cost, including maintenance costs, which will be established in the Site Use Agreement.

## **2.12 Chajnantor Working Group**

All non-ALMA Projects shall be part of the Chajnantor Working Group, which is a group led by the JAO with the function of reviewing regularly the status of projects on the Chajnantor plateau and seeking ways to strengthen coordination among the projects and to improve the use of the plateau.