

Ref.: SNX Coop Agreement Version 7-3 (Version 7-3 final of 16.11.2007) 01-01-2008

Co-operation Agreement

between

**the Swiss Steering Committee for the Swiss-Norwegian Beam Lines (SSC-SNBL),
Lausanne, Switzerland,**

and

**Research Council of Norway (RCN),
Oslo, Norway,**

on

**the Operation of the Swiss-Norwegian Beam Lines,
Grenoble, France**

(hereinafter called Agreement)

CONTENTS

Preamble	3
Art 1. DEFINITIONS	5
Art 2. SCOPE OF THE AGREEMENT	6
Art 3. PRECEDENCE	7
Art 4. LAYOUT OF BEAM LINES AND EXPERIMENTAL STATIONS	7
Art 5. ORGANISATIONAL STRUCTURE	8
Art 6. CONTRIBUTIONS	9
Art 7. CAPITAL EQUIPMENT, UPGRADING AND PROPERTY RIGHTS	10
Art 8. ALLOCATION OF BEAM TIME	11
Art 9. NEW PARTIES	12
Art 10. RESPONSIBILITY AND LIABILITY	12
Art 11. MODIFICATIONS AND CONFIDENTIALITY	13
Art 12. INFORMATION ON THE PARTIES' LEGAL AND ECONOMICAL SITUATION	14
Art 13. TRANSFER OF PERSONNEL AND EQUIPMENT	14
Art 14. DURATION OF THE AGREEMENT	15
Art 15. LAW AND DISPUTE	16
Art 16. ENFORCEMENT	17
 Appendix 1a. SSC-SNBL, Statutes	
Appendix 1b. RCN, Description of Tasks and Duties	
Appendix 2. Contract between the ESRF and CRG/SN concerning the operation of the beamline BM1 at the ESRF	
Appendix 3. SNX Foundation, Statutes and By-Laws	
Appendix 4. ASNG, Statutes	
Appendix 5. Layout and technical specification of Beam Lines and experimental stations	
Appendix 6. Inventory of capital equipment	
Appendix 7. Beam time allocation. Proposal review	
Appendix 8. Organogram of the SNX Foundation and its funding and supervising structures	

PREAMBLE

WHEREAS ON THE SWISS SIDE

SSC-SNBL (Swiss Steering Committee for the Swiss-Norwegian Beam Lines)

- is a simple Swiss Association (société simple), established and having activities under article 530 and following articles of the Swiss Code of Obligations and its Statutes of Incorporation of 02.09.2002 (cf. Appendix 1a),
- is an association having a legal personality (personnalité morale) giving the right to sign the Agreement, bind the association and perform the obligations described below,
- is the Swiss User Party to the Agreement.

WHEREAS ON THE NORWEGIAN SIDE

RCN (Research Council of Norway)

- is a national strategic body and funding agency for research and innovative activities (cf. Appendix 1b),
- has the right to sign the Agreement, bind the company and perform the obligations described below,¹
- is the Norwegian User and Funding Party to the Agreement.

WHEREAS SSC-SNBL and RCN

are bound by a contract (cf. Appendix 2), concluded with the European Synchrotron Radiation Facility (hereinafter called ESRF), a French registered company (société civile), signed in Grenoble 21.12.1994, supplemented on 05.04.1995, amended 04.03.1996 and 08.12.1999 and are the only parties bound by this contract,

WHEREAS the RCN

will conclude with the SER a Memorandum of Understanding on the funding of the SNX Foundation and has exchanged with SER a statement of their financial positions concerning the funds described in the MoU just before the date of its signature.

WHEREAS the Parties

wish to enter a Co-operation agreement, in order to establish the rules of their co-operation during the life of the Agreement, with the purpose to plan and oversee at the

¹ RCN replaced Norwegian Synchrotron Research AS in the Memorandum of Understanding and Co-operation Agreement regarding the operation of the Swiss Norwegian Beam Lines (SNBL) from 01.01.2007.

ESRF the operation, maintenance and upgrading of the split BM1 (Bending Magnet 1) X-ray beam lines (consisting of two independently operated beam lines) for the mutual benefit of scientists from the countries of the parties and future parties as described in the Agreement.

WHEREAS the Agreement

constitutes the legal basis for:

- the establishing of the Swiss-Norwegian Beam Lines Co-operation (hereinafter called SNX Foundation) in Switzerland
- the execution of the tasks, operations and duties described hereinafter

NOW THEREFORE

the SSC-SNBL and RCN, the Parties, hereto agree as follows:

Article 1. DEFINITIONS

Administrative Manager

means the person in charge of the SNBL Office in Grenoble responsible for administrative matters and for financial transactions, activities and products at the SNX Foundation and at the ASNG (cf. Article 5.2).

ASNG

means Association Suisse-Norvégienne Grenoble (or its successor organisation), an association under French law, funded principally by the SNX Foundation, which employs staff in France. The scope of ASNG is to provide services and technical expertise for the daily running of SNBL. The ASNG is headed by the Beam Lines Director (cf. Article 5.3).

Beam Lines Director

means the individual in charge of the daily implementation of the Co-operation, as executive director of the SNX Foundation (cf. Article 5.2).

Beam Lines Scientist(s)

means the individual(s) in charge of the instruments or branch lines (cf. Article 5.2)

Beam Lines Team

means the operations staff (cf. Article 5.2)

Council

means the supervisory board of the SNX Foundation established as a result of the Swiss-Norwegian Co-operation Agreement (cf. Article 5.2).

CRG

means Collaborative Research Group, which is a general title for the contractors (or its representative) of ESRF for the operation of beam lines not owned by ESRF (like the Swiss Norwegian Beam Lines at ESRF).

ESRF

means the European Synchrotron Radiation Facility, an international undertaking founded by several European countries in Grenoble, registered as a legal French company (société civile).

Funding Parties

means the SER and the RCN as the main contributors to the SNX Foundation.

Parties

means the SSC-SNBL and the RCN as the Parties to this Agreement.

Proprietary Research

means the same as the Proprietary Research defined in the contract between CRG/SN and ESRF (cf. Appendix 2).

RCN

means the Research Council of Norway, the Norwegian Party as described in the Preamble (cf. Appendix 1b) and the main Norwegian Funding Party of the SNX Foundation.

SER

means the State Secretariat for Education and Research, the main Swiss Funding Party of the SNX Foundation.

SNBL

means the Swiss-Norwegian Beam Lines at ESRF, i.e. the BM1 (Bending Magnet 1) X-ray Beam Lines.

SNX Foundation

means the Foundation established by this Agreement under the name of Swiss-Norwegian Beam Lines Co-operation (cf. Article 5.2 and Appendix 3).

SSC-SNBL

means the Swiss Party as described in the Preamble (cf. Appendix 1a).

Upgrading

means minor and major improvements as defined in Article 7.3.

Article 2 SCOPE OF THE AGREEMENT

2.1 The Agreement regulates the rights and obligations of the Parties in relation to the funding, operation, maintenance and upgrading of the Swiss/Norwegian Collaborative Research Group (CRG) beam lines at BM1, ESRF in the frame of the SNX Foundation, and its partner association ASNG. The existence of ASNG is directly connected with the existence of the SNX Foundation and therefore with this Agreement.

The Council and the SNX Foundation are responsible for operating and maintaining the beam lines and related equipment outside the shielding wall of the ESRF storage ring, to the extent defined in and subject to (a) the provisions of Article 5, (b) decisions taken by the Council or the Parties, and (c) additional written agreements between the Parties.

Article 3 PRECEDENCE

3.1 Precedence over Appendices and other attachments

The Agreement contains Appendices and is accompanied by contractual documents and by the budget. The Appendices are integral part of the Agreement (exception: Appendices 1a – 1b, which are under the control of the respective Parties), whereas the contractual documents and the budget are not. Unless otherwise agreed in writing, the Agreement takes precedence over the Appendices, which in turn take precedence over the contractual documents and the budget. The precedence of the articles and Appendices shall be according to their numeric order.

3.2 Precedence over previous agreements

The Agreement supersedes any other preceding oral or written co-operation agreement between the Parties.

3.3 Precedence over other agreements

In case of inconsistency between the provisions of the Agreement and the provisions of the contract with ESRF (cf. Preamble and Appendix 2), the contract with ESRF, including its Appendices, shall take precedence over the Agreement.

Future amendments of the contract shall be checked for consistency with the provisions of the Agreement before they are introduced. Inconsistency shall be avoided by modification of the Agreement or amendments. If, in spite of this duty, there are inconsistencies, the Agreement shall take precedence over the amendments.

3.4 Invalid provision

In case one or more provisions of the Agreement are invalid, the validity of the remaining provisions of the Agreement shall not be affected thereby, unless such provision is material. The invalid provision shall be substituted by a valid provision, which shall be as close as possible to the purpose of the invalid provision.

Article 4 LAYOUT OF THE BEAM LINES AND EXPERIMENTAL STATIONS

4.1 The layout and technical specification of the Beam Lines and the experimental stations at the date of signature of the Agreement is described in Appendix 5. The description shall be updated annually.

All specifications of components and equipment must comply with ESRF regulations concerning technical standards, health and safety. The Capital Equipment is ruled by Article 7.

4.2 The Swiss Norwegian Beam Lines consist of two independently operated branch lines, each with its own experimental hutch (EH1 and EH2). The Beam Lines include optical components and equipment optimised for the following types of experiments:

- High-resolution powder diffraction (EH1)
- X-ray absorption spectroscopy (EH1)
- Single-crystal 6-circle diffractometry (EH2)
- Single-crystal diffraction with area detector (EH2)

4.3 Changes in the layout and performance of the Beam Lines, experimental stations and the equipment as specified in Article 4.2 are subject to prior agreement in writing between the Parties and must be signed by authorised representatives of the Parties.

4.4 The inventory of the capital equipment of the Beam Lines outside the shielding wall and of the experimental stations, and the corresponding financial contributions as of end of December 2007 are described in Appendix 6. This description will be updated at the end of each financial year without calling for a revision of the Agreement.

Article 5 ORGANISATIONAL STRUCTURE

5.1 The Parties

The Parties oversee the SNX Foundation.

The Party having new members/shareholders shall inform the other parties in writing without any delay of the identity of these members/shareholders, who may become Parties to this Agreement (cf. Article 9).

5.2 The SNX Foundation (Swiss Norwegian Foundation for Research with X-rays)

The SNX Foundation is the Foundation established by this Agreement to coordinate, promote and support the operations of the Swiss-Norwegian Beam Lines SNBL at ESRF. The SNBL are run by the Beam Lines Director and the Beam Lines Team, which is composed of Beam Lines Scientist(s), Senior Technician(s), Post-doctoral Fellow(s)

and an Administrative Manager. The activities of the SNX Foundation are supervised by the Council, where the Swiss and Norwegian sides are represented at equal strength. The Council reports to the Parties.

The details are given in the statutes and by-laws of the SNX Foundation, which are included in Appendix 3.

5.3 ASNG (Association Suisse-Norvégienne Grenoble)

The ASNG is an Association under French law. It provides services and technical expertise for the daily running of the SNBL. The ASNG is headed by the Beam Lines Director. The financial activity of ASNG is to perform salary payments and other financial services connected with the staff management. ASNG is allowed to spend in Grenoble what is necessary to run the beam lines, within the budget approved by the Council.

The statutes of ASNG are attached as Appendix 4.

Article 6 CONTRIBUTIONS FROM THE PARTIES

6.1 Main funding Agencies

The SNX Foundation is subsidized to a large part by the SER and RCN according to the terms and conditions as outlined in the MoU concluded between the two agencies.

6.2 Additional funds

The Parties to this Agreement agree to have an obligation to search for additional funds in order to complement the SER and RCN funding (cf. Art. 6.1).

6.3 Transfer of Funds

The Parties shall transfer their financial contributions to the account(s) provided by the SNX Foundation, in the currency agreed in the budget and according to the terms agreed upon. Direct payments for salaries and equipment from Norwegian, Swiss or French institutions should be avoided to the extent possible, in order to facilitate accounting and bookkeeping. Exceptionally, and if agreed by the Parties, direct payments may be made if the financial benefit outweighs the additional burden placed on accounting.

6.4 Utilisation of Funds

The funds shall cover the costs for running, maintaining and developing the Beam Lines, and include all personnel costs, hardware costs for maintenance and new developments (except major upgrades), consumables, travel expenses of the Beam Lines Team, and services and overhead as billed by ESRF according to the Contract between the ESRF and the Swiss-Norwegian CRG (cf. Appendix 2).

6.5 Budget Shares

The Swiss and the Norwegian sides contribute with equal amounts to the agreed annual budgets for the four-year period 2008-2011². The annual contributions of the Funding Parties are set on the basis of a four-year funding request for the period 2008-2011 submitted by the SNX Council to the Parties.

Article 7 CAPITAL EQUIPMENT, OWNERSHIP AND UPGRADING

7.1 Capital Equipment

Capital equipment is owned individually or jointly by the user Parties, or by third parties as described in Appendix 6. The capital equipment is covered by the ESRF insurance.

7.2 Ownership

Unless otherwise agreed in writing, capital investments put at the disposal of the SNX Foundation remain the property of the funding institutions or their successors, bearing in mind that individual items have usually been funded from several sources.

Any item of capital equipment once installed at SNBL cannot be removed without the unanimous consent of the Council until at least 31 December 2011 or, in case of renewal of the Agreement after this date, until the termination of the renewed Agreement. This provision shall also apply in case of withdrawal of a Party (cf. Article 14.2).

7.3 Upgrading (minor and major)

Upgrading is defined as a planned important improvement of the beam lines, which entails the planned purchase of additional or new equipment; such improvements are

² 2008: CHF 1'705'000, 2009: CHF 1'750'000, 2010: CHF 1'790'000, 2011: CHF 1'835'000, including other contributions at an average level of CHF 95'000 per annum. An approximate itemization of the expenses is given in the budget document (cf. Article 3.1)

not simply repairs or replacements of existing equipment. The purchase of such new equipment is executed on behalf of the Parties.

There is a distinction between minor and major upgrades as follows:

- Minor upgrades: Any purchase between 6,000 and 40'000 € is a minor upgrade according to this provision. It must be approved by the Council and is an integral part of the annual budget.
- Major upgrades: Any purchase above 40'000 € is a major upgrade according to this provision. It must be decided by the Council and funded through a separate funding initiative. It falls outside the annual budget.

In general terms, the Parties shall decide on the future development of the beam lines.

Article 8 ALLOCATION OF BEAM TIME

The detailed provisions for the allocation of beam time are described in Appendix 7.

8.1 Type of Research

The Swiss Norwegian Beam Lines' operation is primarily reserved for non-proprietary research. Proprietary research may be carried out by collaborating Swiss and Norwegian firms, but priority shall be given to non-proprietary research.

Up to 10 % of the beam time available for SNBL (cf. Article 8.2) may be sold for proprietary research by decision of the Beam Lines Director; sales between 10 to 20 % must be decided by the Council. The rates shall be based on comparable ESRF rates. The proceeds shall be credited in Swiss Francs to the Party or Parties selling the beam time, for the exclusive benefit of the co-operation as defined in the Agreement. Use for Proprietary Research is subject to the conditions described in Appendix 7.

8.2 Distribution of Shifts

The Council is entitled to allocate 2/3 of the total available beam time of about 500 shifts (1 shift = 8 hours) per year and experimental hutch. According to ESRF rules (Memorandum of Understanding between the SNX Foundation and ESRF), 1/3 of the available beam time belongs to ESRF and is distributed to users by ESRF.

The Council allocates beam time to Swiss and Norwegian researchers, to the shareholders of RCN and to individuals designated by RCN or SSC-SNBL (cf. Appendix 7).

8.3 Criteria for Allocation

Criteria for allocating beam time are based on the scientific merits of submitted proposals. If beam time demanded by acceptable proposals (A- or B-rated, cf. Appendix 7) is larger than the available beam time, the relative contributions of the funding Parties according to Article 6.3 will be used as the basis for allocating beam time.

8.4 Allocation Panel

The Council is the Allocation Panel for Beam Time. The Beam Lines Director submits the proposals to external reviewers before presenting them to the Council. The Beam Lines Scientist(s) report(s) on the technical feasibility of the proposals.

Article 9 NEW PARTIES

The Parties may invite new parties to the Agreement, which will have to be amended accordingly (cf. Art. 11.1).

Article 10 RESPONSIBILITY AND LIABILITY

10.1 Responsibility

Unless otherwise agreed in writing, the user Parties shall solely be responsible for their own activities and damages caused by, or to, their property, their contractors, and their staff.

10.2 Liability

There is no joint liability between the user Parties, or between the user Parties and members/shareholders, in excess of their contribution and the joint liability to ESRF accepted by the Parties. The user Parties are liable for any payment to ESRF by reason of the obligations they have contracted or accepted individually.

Article 11 MODIFICATIONS AND CONFIDENTIALITY

11.1 Modifications

Modifications to the Agreement may be proposed by any of the Parties. The other Party must take a stand to the proposed amendment within 30 days from receipt of the proposal. Once the proposal is agreed by the Parties, a revised version of the Agreement is circulated among the Parties for signature. No modification of the Agreement shall be effective unless the procedure described above is completed. The modified Cooperation Agreement shall be sent to the Parties of the MoU and the Beam Lines Director for information.

A revision does not affect the initial duration of the Agreement (cf. Article 14.1).

Modifications of the Appendices may be proposed as follows:

- Appendix 1a, 1b: individually by the Party concerned
- Appendix 2: by the Parties or the SNX Council in agreement with the ESRF
- Appendix 3: by the Parties or the SNX Council; modifications have to be submitted to the SER and the RCN as Parties to the MoU on funding of the SNX Foundation.
- Appendix 4: by the Parties or the SNX Council
- Appendix 5: by the Parties or the SNX Council
- Appendix 6: to be updated according to the provisions of Article 4.4
- Appendix 7: by the Parties or the SNX Council
- Appendix 8: by the Parties or the SNX Council in agreement with the Parties to the Memorandum of Understanding.

The approval process follows *mutatis mutandis* the same procedure as described above; a copy of the modified Appendices shall be sent to the other Party, to the Parties to the MoU and to the Beam Lines Director within 30 days. In case the modifications do not affect the Cooperation Agreement, the latter remains unchanged.

Modifications to the Contractual Documents fall under the authority of the Beam Lines Director, with the exception of his/her contract, which is under the authority of the SNX Council.

11.2 Prohibition to assign

The Agreement cannot be assigned by one Party to a third party without the prior written consent of the other Parties.

11.3 Confidentiality

Any Party undertakes to prevent disclosure of secret technology and confidential information belonging to the other Parties.

Furthermore each Party undertakes to show all necessary discretion in accordance with good business practice in relation to third Parties with regard to all questions connected with the Agreement and related agreements.

The obligations under this Article shall subsist during the term of the Agreement as well as thereafter, provided that the technology or confidential information shall not meanwhile have become common knowledge.

Article 12 INFORMATION ON THE PARTIES' LEGAL AND ECONOMICAL SITUATION

Each Party has a duty to inform without undue delay the other Parties of any modification of his legal and economical situation, which are relevant for a satisfactory performance of the Agreement.

In case of modification/deterioration of his economical situation the concerned Party has a duty to inform immediately the other Parties when the new economical situation may have an impact on this Party's obligations or increase the other Party's obligations.

None of the Parties may introduce legal modifications, which will reduce this Party's responsibility regarding this Party's obligations according to the Agreement.

Article 13 TRANSFER OF PERSONNEL AND EQUIPMENT

The personnel related to SNBL before the date of signature of the Agreement is transferred to the SNX Foundation, without change of their contracts, at the date of entry into force of the Agreement.

The personnel related to its ASNG partner before the date of signature of the Agreement keep their present contracts, without change.

The equipment related to SNBL before the signature of the Agreement is transferred to the SNX Foundation.

Article 14 DURATION OF THE AGREEMENT

14.1 Duration and termination

The Agreement covers the 4 years period between 1 January 2008 and 31 December 2011. Within this period, the Agreement can be terminated at the end of each year by mutual consent of the Parties. Such a consent has to be reached not later than 12 months before the envisaged date of termination.

After 31 December 2011, the Agreement may be renewed for a 4 years period subject to a written agreement between the Parties at the latest three months before the date of expiration. A shorter renewal period may be considered, if all Parties agree.

Any termination or renewal of the Agreement will have to be accompanied by an analogous termination or renewal of the MoU.

14.2 Withdrawal

In case of breach of contract, the Party in breach shall automatically withdraw when such breach may endanger the performance of the Agreement or may cause a material prejudice to the claiming Party and when the Party in breach is not able to rectify such breach within the time period stipulated by the claiming Party in a written notice. This time period shall be reasonable and not less than 30 days but no more than 90 days. This provision does not apply to shortage of funds up to 20 % of a Party's budget obligation, which is covered by Article 14.3.

The Party in breach shall hold the other Party harmless within the limits and rights described in Article 10.

The same shall apply when a Party is subject to the following events:

- arrangement for the benefit of a Party's creditors,
- liquidation procedure,
- termination of activity.

14.3 Inability of fulfilling the obligations

In case of modification or deterioration of the economic situation of one of the Parties impairing its ability to fulfil its obligations, the other Party shall be informed immediately.

In case one Party fails to comply with at least 80% of its financial obligations, the other Party in good standing may acquire additional beam time by contributing the share of the Party that fails, partially or fully, in its obligations. Alternatively, the corresponding

amount of beam time is for sale and is available for proprietary or non-proprietary research.

14.4 Sales of equipment

In case of termination or of withdrawal, the following procedure shall be followed:

- a. Withdrawal: cf. Article 7.2.
- b. Termination: If the Parties are unable to agree, within six months after the date of expiration or termination of the Agreement, on how to share the equipment assigned to the co-operation or financed by the contributions described in the Agreement, then the equipment shall be offered for sale within the next six months. The proceeds of the sale shall be divided by and among the Parties in accordance with their integral contribution to the Capital Equipment and Running Costs at the time of the termination of the Agreement.

Article 15 LAW AND DISPUTE

15.1 Applicable law

The Agreement shall be governed by and interpreted according to Swiss Law.

15.2 Dispute

The Parties shall endeavour to settle any disputes concerning the interpretation and application of the Agreement by negotiations.

Unless otherwise agreed all disputes arising out of or in connection with the Agreement or further agreements resulting thereof, shall, if they cannot be settled by conciliation, be finally settled by arbitration according to the Rules of Arbitration of the International Chamber of Commerce, in English, in Geneva.

Each Party appoints one arbitrator. They choose a third person as a Chairperson. If a party refuses to appoint an arbitrator and/or refuse to pay its half of the requested advance for the 3 arbitrators, the arbitration shall be finally settled by a single arbitrator nominated by the Chairperson of the ICC's International Court of Arbitration, or his/her deputy within 30 days of the receipt of a request sent by registered letter.

The arbitration shall be a fast-track arbitration: the claimant shall not present more than one written arbitration request and one written pleading. The Respondent shall not present more than two written pleadings. The intervals between the parties' interventions shall not be more than 30 days. The arbitrator shall arrange one oral

hearing, which shall take place at the latest 150 days after the receipt of the request of arbitration. The arbitration award shall be made within 30 days after the end of the oral hearing.

Unless accepted by the Parties, the sole arbitrator chosen by the Chairperson of the International Court of Arbitration shall not be a citizen of Switzerland or Norway.

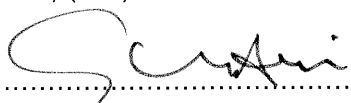
This clause shall not exclude a Party's right to obtain payment through any debt recovery procedure in the country of his choice or limit a Party's right to apply for interlocutory measures (i.e. provisional, including protective, measures).

Article 16 ENFORCEMENT

The Agreement shall be signed on behalf of each Party by a representative having the necessary power of attorney at the latest 1 January 2008.

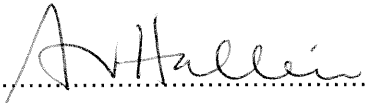
The Agreement is established in two copies, in the English language.

Lausanne, (date) 20.12.2007



Prof. Gervais Chapuis
Chairperson
The Swiss Steering Committee of the
Swiss-Norwegian Beam Lines
(SSC-SNBL), Lausanne, Switzerland

Oslo, (date) 19.11.2007



Arvid Hallén
Director General
Research Council of Norway
Oslo, Norway

Appendix 1a	SSC-SNBL, Statutes
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Appendix 1a: SSC-SNBL, Articles of Association as entered into force on 02.09.2002

<p>Terms of Reference of the Swiss Steering Committee for the Swiss-Norwegian Beam Lines at Grenoble, France.</p>
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0. Preamble

Recognising the growing importance of the application of synchrotron radiation in the fields of physics, chemistry and biology,

Recognising the necessity to promote research with this novel type of radiation and to co-ordinate existing efforts, and, most of all,

Recognising the fact that the Swiss Norwegian beamlines at the ESRF in Grenoble provides since 1995 synchrotron resources for the Swiss user's community,

Recognising that the newly created Swiss Light Source at PSI provides access to synchrotron radiation, in particular for scattering and absorption experiments,

Recognising the need for coordination among the Swiss supporters of synchrotron radiation and between the SNBL and the SLS,

the undersigned member institutions

- ◆ The University of Lausanne (The EPFL starting 2003)
- ◆ The Swiss Federal Institute of Technology in Zurich (ETHZ)
- ◆ The Swiss Light Source (SLS)

convene to create the Swiss Steering Committee of the Swiss-Norwegian Beam Lines (SSC/SNBL). This Committee will take over the responsibilities formerly described in the "Agreement Creating the Swiss Users Group of the Swiss-Norwegian Beam Line at Grenoble, France".

I. Object

The goals of the SSC/SNBL are:

- 1) The coordination of the co-operation, amongst Swiss participating institutions and of the financial support of the operation of the Swiss-Norwegian Beam Lines at the European Synchrotron Radiation Facility (ESRF) in Grenoble (France),
- 2) The co-ordination between the SNBL and the Swiss Light Source (SLS) for an optimal exploitation of the beamlines accessible to Swiss users

II. Organisation

Under the name of "Swiss Steering Committee of the Swiss-Norwegian Beam Line at Grenoble, France" a "Société simple" has been organised and incorporated; it is governed by Articles 530 and following of the Swiss Code of Obligations and by the present Statutes of Incorporation.

III. Structure and Operation

III.1 The Committee is composed of 1 representative from each of the following institutions

- ◆ University of Lausanne (EPFL from 2003)
- ◆ ETHZ
- ◆ SLS
- ◆ Two Universities with groups active at the SNBL. The representatives will be selected by the respective Universities.
- ◆ In addition, a representative of the Swiss National Science Foundation (SNF) and a representative of the State Secretariat for Education and Research (SER) are invited as permanent guests.

III.2 The Chairperson shall always be a member from the institution requesting the contribution to the SNBL from the SER and employing the Swiss staff of SNBL. He is appointed for a period of two years and can be re-elected.

III.3 Each member institution shall designate its representative on the Committee.

III.4 The Committee reaches its decisions on the basis of the majority of the Committee members present. A quorum is achieved when at least half plus one of the Committee membership is present at any meeting. In case of a tie vote the Chairperson will have a deciding, additional vote. The SSC/SNBL shall meet as often as needed, but at least once a year. In case of need, each Committee member may designate a substitute, replacing him for one given meeting of the SSC. The Committee may invite non-voting observers to participate in its deliberations.

III.5 The Committee selects amongst his members the delegates of the SSC/SNBL to the Steering and Overview Committee of the Swiss-Norwegian Beam Lines.

The delegates are appointed for a period of two years. They are re-eligible.

III.6 The Chairperson, establishes the co-ordination amongst the member institutions

III.7 The Secretary is designed among the committee members

IV. General meeting of the Swiss users

The SSC shall organise at least once a year a General meeting of the Swiss users preferably in collaboration with the SLS. The meeting is open to any scientist working in the synchrotron facilities. The aim of this meeting is to inform the users on the SNBL activities and to obtain input from the participants for future developments.

V. Miscellaneous Provisions

V.1 Liabilities.

The committee members are not liable to any financial claim from creditors due to financial mismanagement of the SSC/SNBL or to any claim resulting from an accident incurred in the course of experiments performed on the Swiss-Norwegian Beam Line in Grenoble.

V.2 Amendment of the Terms of reference.

The Terms of reference may be adopted, amended or repealed by two-thirds majority of regular members

V.3 Dissolution.

The SSC/SNBL may be dissolved either by a two-thirds majority of regular members by vote or automatically at the end of the SNBL operations. Unused funds will be returned to the respective funding authorities.

In the event that the dissolution results from a termination of the SNBL operation, proceeds benefiting the Swiss party from any sale of SNBL equipment shall be returned to the institutions in direct proportion to their contribution.

V.4 Replacement

The present document replaces the “Agreement Creating the Swiss Users Group of the Swiss-Norwegian Beam line at Grenoble, France” dated 23 December 1992.

Established in Lausanne in five copies on September 2, 2002

For the University of Lausanne

The Recteur Prof. Jean-Marc Rapp

Date: 24.08.2002

For the Eidgenössische Technische Hochschule Zürich

The Vice-President Prof. Sutter

Date: 29.08.2003

For the Swiss Light Source

The Director of research, Prof. F. van der Veen

Date: 02.09.2002

Appendix 1b: RCN, Description of Tasks and Duties

The Research Council of Norway (RCN)

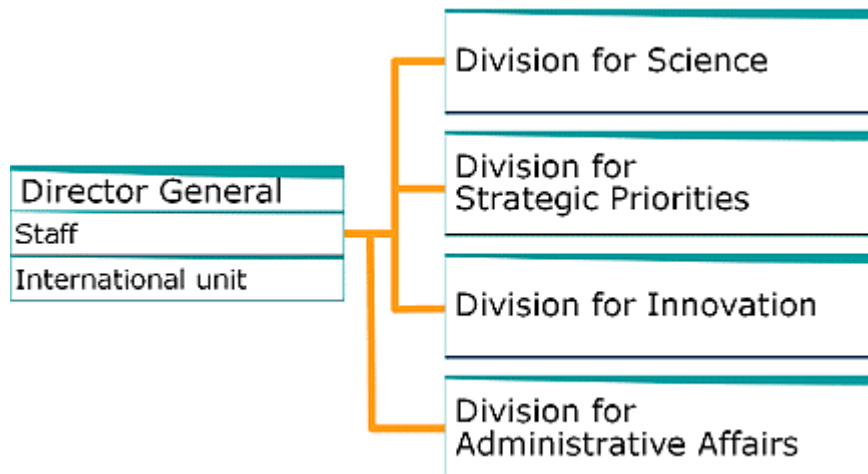
The RCN is a national strategic body and funding agency for research and innovation activities. The Research Council covers all fields of research and innovation and works together with research institutions as well as the private and public sectors to reach the national financial goals and quality targets set in this area.

The Research Council plays a vital role in developing and implementing the country's national research strategy. It acts as

- a **government adviser**, identifying present and future needs for knowledge and research, and recommending national priorities;
- a **funding agency** for research programmes and independent projects, strategic programmes at research institutions, and Norwegian participation in international research activities. The Research Council utilises specifically-targeted funding schemes to help translate national research policy goals into action;
- a **co-ordinator**, initiating networks and promoting co-operation between research institutions, ministries, business and industry, public agencies and enterprises, other sources of funding, and users of research.

Organisation

The Research Council comprises three research divisions, one division for administrative affairs and one international unit organised directly under the Director General.



Appendix 2: Contract between ESRF and CRG/SN concerning the operation of the beamline BM1 at the ESRF

CONTRACT
between the ESRF and CRG/SNBL
concerning the operation of the beamline BM01
at the ESRF

The European Synchrotron Radiation Facility, hereinafter referred to as the ESRF,
Société Civile subject to French law,
located at 6, rue Jules HOROWITZ, B.P. 220, F-38043 GRENOBLE CEDEX,

represented by Mr. William G. STIRLING, Director General,
and Mr. Helmut KRECH, Director of Administration,

on the one hand,

and

the “Swiss Steering Committee for the Swiss-Norwegian Beam Lines at Grenoble, France”,
located at Paul Scherrer Institute, CH 5232 Villigen, Switzerland,
represented by Mr. Gervais CHAPUIS,

and

the Norwegian Synchrotron Research AS,
located at Stensberggata 26, PO Box 2700, St. Hanshagen, N 0131 Oslo, Norway,
represented by Mr. Tore AMUNDSEN,

hereinafter collectively referred to as the CRG, and being jointly and severally responsible for
the execution of this contract,

on the other hand,

collectively referred to as *the Parties*

HAVE AGREED UPON THE FOLLOWING PROVISIONS :

PREAMBLE

The contract hereunder is an update of the initial contract on the operation of the Swiss Norwegian CRG Beamline (SNBL) of Dec. 1994, which had been amended several times in order to extend its initial duration and, in particular, to set the conditions for accomodating the CRG at the ESRF.

Annex 1 ("General Conditions for beam lines established at the ESRF by Collaborating Research Groups") and Annex 2 ("Regulations for Cost Refunding by the CRGs") attached hereto are also updates of the original annexes, based on reviews of these regulations, consultations with the CRGs accredited at the ESRF and the final approval by the ESRF Council in June 2005.

The contract hereunder fully replaces the contract of 1994 and its annexes.

ARTICLE 1

Scope of the contract

- 1.1 This contract regulates the specific responsibilities and obligations of the ESRF and of the CRG in relation to the operation and maintenance of the beamline located on BM01.
- 1.2 This contract only refers to the beamline mentioned in § 1.1. Operation of other beamlines will be governed by separate contracts.
- 1.3 The general obligations of the Parties to this contract on organisational, managerial and financial matters are set out in the document "*General Conditions for Beamlines established at the ESRF by Collaborating Research Groups*" (attached as Annex 1 to this contract), hereinafter referred to as "General Conditions" which were approved by the ESRF Council at its meeting on 28-29 November 1994 and amended at its 43rd meeting on 13 June 2005. This document is to be regarded as an integral part of this contract and is thereby implicitly accepted by the Parties.

ARTICLE 2

Basic documents

2.1 The documents that govern this contract are as follows, in order of priority :

I. This contract.

II. Its annexes :

Annex 1 - General Conditions for Beamlines established at the ESRF by Collaborating Research Groups

Annex 2 - Regulations for Cost Refunding by Collaborating Research Groups, dated June 2005

Annex 3 - ESRF's Technical Annex, dated October 2000

Annex 4 - Beamline Technical Annex, dated January 1995

2.2 Each Party declares that it is cognisant of the documents cited in this contract and its annexes, that these documents are in its possession, that it has received all the necessary information for the execution of this contract, and that it is fully aware of the requirements imposed by the same.

ARTICLE 3

Location and layout of the beamline and the experimental stations

3.1 The CRG Beamline is located at position BM01. A plan specifying the area of the experimental hall available to the beamline is included in Annex 3 (ESRF's Technical Annex).

3.2 Information about the layout and the technical specifications of the part of the beamline from the storage ring to the shielding wall of the storage ring tunnel (beamline front end) is given in Annex 3 (ESRF's Technical Annex).

3.3 The layout and the technical specifications on the beamline outside the shielding wall of the storage ring tunnel as well as the instruments available to the general ESRF users as of the date of signature is described in Annex 4 (Beamline Technical Annex).

3.4 Any major change of the beamline is subject to a prior agreement in writing and signed by authorized representatives of the ESRF and the CRG.

ARTICLE 4

Obligations of the ESRF

- 4.1 The general obligations of the ESRF are set out in Annex 1 (General Conditions).
- 4.2 At the request of the CRG, the ESRF provides optional services (cf. § 5.7 of Annex 1, General Conditions). A list of services is kept at the CRG Liaison office.
- 4.3 Services other than those specified in § 5.7 of Annex 1 (General Conditions) may be provided to the CRG on request subject to availability, under specific agreement.

ARTICLE 5

Obligations of the CRG

The general obligations of the CRG are set out in the General Conditions, in particular the CRG will reimburse the ESRF for any expense caused by its presence according to § 7.2 of Annex 1 (General Conditions) and Annex 2 (Regulations for Cost Refunding by CRGs) to this contract.

ARTICLE 6

Spokespersons

- 6.1 The spokespersons of the CRG as of the date of signature are Mr. Rafael ABELA and Mr. David NICHOLSON.
The local contact person of the CRG is Mr. Vladimir DMITRIEV, who will normally be present at the ESRF. The local contact is responsible for implementation of the safety rules.

The CRG reserves the right to change the spokesperson or the local contact after written notice to the ESRF.
- 6.2 The legal bodies on the CRG side in charge of handling financial matters vis-à-vis the ESRF, and represented on site by Mr. Vladimir DMITRIEV, are:
 - a) The Swiss Steering Committee for the Swiss Norwegian Beam Lines at Grenoble, represented by Mr. Gervais CHAPUIS,
 - b) The Norwegian Synchrotron Research AS, represented by Mr. Tore AMUNDSEN
- 6.3 Spokespersons for the ESRF in relation to the execution of this contract are :

- a) for technical matters : the ESRF's CRG Liaison Engineer,
- b) for administrative matters : the Director of Administration,
- c) for scientific and organisational matters : the Directors of Research,
- d) for safety matters : the Head of the Safety Group.

The ESRF reserves the right to change the spokespersons and their responsibilities after written notice to the CRG.

ARTICLE 7

Schedule

The beamline is operational since 1 January 1995.

ARTICLE 8

Conditions of operation

- 8.1 It is expected that the quality of the beam provided will meet the parameters as specified in Annex 3 (ESRF's Technical Annex). The amount of scheduled beam time during normal operation of the Facility is given in Article 12 of Annex 1 (General Conditions).
- 8.2 The CRG shall maintain the beamline in order to make available 1/3 of the scheduled beam time for experiments (as defined in § 12 of the General Annex 1, General Conditions) per semester to ESRF users.
- 8.3 The conditions for the visits of the CRG's users are regulated by Annex 1 (General Conditions), in particular § 7.10.
- 8.4 The Parties shall inform each other regularly, and at least every three months, on the technical performance of the beamline and, in particular, whether any modifications are necessary. Information will be exchanged by means of progress meetings or by written documents.

8.5 Operation of the CRG will be subject to the following review procedures :

- An annual review of the service performance, as a result of which corrective actions may be suggested for deficiencies. This will be conducted by the ESRF User Organization.
- A scientific review, with Science Advisory Committee involvement, shall take place at intervals of about five years of operation and again before any extension of this contract.

ARTICLE 9

Final provisions

- 9.1 This contract replaces the “Contract concerning the Operation of the Beam Line D1 at the ESRF”, signed on 21 December 1994. It becomes effective at the date of signature.
- 9.2 The contract is valid until 31 December 2009. Each party reserves the right to terminate the contract by registered letter giving twelve months notice.
- 9.3 At the end of the period mentioned above, the contract may be extended subject to a prior agreement to be signed by the Parties.
- 9.4 Any amendment to this contract or its annexes shall be the subject of a supplementary written agreement. All documents relating to this contract shall be written in English.

For the Swiss Steering Committee, Mr. Gervais CHAPUIS

Date:

Signature:

For the Norwegian Synchrotron AS, Mr. Tore AMUNDSEN

Date:

Signature:

For the ESRF, Mr. William G. STIRLING

Date:

Signature:

Mr. Helmut KRECH

Date:

Signature:

**ANNEX 1 TO THE CONTRACT BETWEEN THE ESRF AND CRG/SNBL CONCERNING THE
OPERATION OF THE BEAM LINE BM01 AT THE ESRF**

GENERAL CONDITIONS

for beam lines established at the ESRF by Collaborating Research Groups
(approved by the Council at its meeting on 28.-29. November 1994
and amended at its meeting on 13. June 2005)

PREAMBLE

The multigovernmental Convention concerning the construction and operation of the European Synchrotron Radiation Facility (ESRF), signed by representatives of the Contracting Parties on December 16, 1988 in Paris, covers the construction and operation of a facility with thirty beamlines.

According to its Statutes, the ESRF shall support the use of the facility by the scientific communities of the Contracting Parties. Besides supporting the utilization of the funded beamlines, the ESRF offers the possibility of establishing further beamlines from bending magnets to groups from the Contracting Parties (Collaborating Research Groups - CRG).

The corresponding arrangements with national or international scientific organizations, covering in particular the financing of construction and operation of these additional beamlines and specifying their use, are laid out in individual contracts concerning the construction and/or operation of these additional beamlines (specific contract) which are subject to approval of the ESRF Council by a qualified majority.

These specific contracts (as well as the regulations about the provision of accommodation as specified in Article 8 below) are limited to the validity of the lease contract between the ESRF and the ILL on the one hand and the CEA on the other, regulating the availability of the land on which the ESRF is built (currently up to the year 2018).

ARTICLE 1

Scope of application

- 1.1 These General Conditions apply to beamlines at the ESRF which are constructed and operated by Collaborating Research Groups for non proprietary research.
- 1.2 The provisions of these General Conditions are not subject to negotiations with individual CRGs. Any amendment of these General Conditions requires a written agreement between the ESRF and all CRGs, and is equally applicable to all CRGs.

ARTICLE 2

Parties and their representation, principles

2.1 The Parties concerned are :

- **the ESRF** as the host institute
- the Institution(s) responsible for the research team(s) taking part in the construction and operation of the beamlines and forming the Collaborating Research Group hereinafter (collectively) referred to as **the CRG**.

2.2 Each Party shall have a representative :

- The ESRF shall be represented by its Director General. The Director General may delegate the representation in specific matters (e.g. scientific, technical, administrative) to spokespersons as laid out in the specific contract.
- The CRG shall be represented by a spokesperson duly appointed who is also authorized to direct and coordinate its work. Where the spokesperson is not permanently present at the ESRF's premises, the CRG shall appoint another person who will be similarly authorized. For practical reasons, the person appointed must normally be present at the ESRF or another laboratory in Grenoble.

2.3 The CRG endeavours to have only one legal body being the ESRF's contact in financial matters.

2.4 As far as these General Conditions provide regulations for the CRG's personnel or property, they apply analogously to personnel and equipment from third party institutions deployed by the CRG at the ESRF in the frame of its activity, under the specific contract.

2.5 The Parties take the responsibility that their staff members comply with the General Conditions.

ARTICLE 3

Constitutive documents

3.1 The following documents shall constitute the formal basis for the construction and operation of a CRG beamline at the ESRF:

- a) A specific contract (and its annexes) which sets out the detailed arrangements and provisions specific to the beamline and which must be agreed and signed by the ESRF and the Institution(s) forming the Collaborating Research Group. The construction, installation and commissioning on the one hand, and the operation and maintenance of the beamline on the other hand shall be regulated by separate contracts.
- b) The present General Conditions, which the Parties accept by signing the specific contract.
- c) The Cost Refund Regulations setting out the financial compensation for services rendered to the CRG by the ESRF and vice versa.
- d) Technical Annexes describing the general design of the beamline as well as ESRF standards and procedures.

3.2 As an indication, the essential parts of the specific contract are the following:

- a) the list of the institution(s) forming the Collaborating Research Group;
- b) the nomination of the spokesperson;
- c) the definition of obligations of the Parties with respect to the construction, installation, commissioning, operation and maintenance of the beamline;
- d) a timetable for the construction, installation and commissioning of the beamline;
- e) an explicit reference to the General Conditions which the Parties accept.

ARTICLE 4

Independence of the CRG

During the performance of the specific contract the CRG shall be an independent contractor retaining complete control over its personnel and operations conforming to all statutory requirements with respect to all its staff with the exception foreseen in § 9.3

(Safety) below. Neither the CRG nor its staff shall be, in any sense, employees or agents of the ESRF.

ARTICLE 5

Obligations of the ESRF

- 5.1 The ESRF assigns a location for the beamline to be detailed in the specific contract and reserves it for the CRG as long as the construction and operation of the beamline is covered by a specific contract.
- 5.2 The ESRF assures free access to its premises for CRG staff announced beforehand subject to security and safety regulations applicable also to ESRF staff and ESRF users. The CRG's personnel working on the ESRF's premises will be officially registered according to the access regulations for the joint ESRF/ILL site.
- 5.3 The ESRF is in charge of the part of the beamline from the storage ring to the shielding wall of the storage ring tunnel (beamline front end). Construction, installation, commissioning, operation and maintenance of this part of the beamline will be financed from the ESRF budget, provided that no specific requests (e.g. wide angle front-ends) are requested by the CRG.
- 5.4 Subject to the signature of the specific contract, the ESRF shall provide synchrotron radiation to the beamline, at no cost for the CRG. The parameters of the synchrotron radiation beam aimed at by the ESRF are specified in the ESRF's Technical Annex to the specific contract.
- 5.5 The ESRF provides service connections and the corresponding supply to the beamline as specified in the ESRF's Technical Annex. Electrical connections will, at the CRG's expense, be equipped with meters.
- 5.6 The ESRF provides the following services to the CRG:
 - 5.6.1 Reception: registration, security badges, etc.
 - 5.6.2 Safety: advice, inspection, control, dosimetry.
 - 5.6.3 Medical Service: first aid.
 - 5.6.4 Connection of the beamline control and the data acquisition system to the ESRF computer network.

Procurement of devices for data acquisition and data handling at the beamline is up to the CRG.
 - 5.6.5 Handling devices (cranes, forklifts etc.) which may only be operated by ESRF staff.

5.7 The ESRF offers the possibility to the CRG to make use of the following equipment or services:

5.7.1 Self service workshops (to be used by authorized CRG staff only).

5.7.2 ESRF workshops and laboratories.

5.7.3 Supply from ESRF stores.

5.7.4 Provision of accommodation to the CRG by the ESRF subject to the regulations set out in Article 8 of the General Conditions.

5.7.5 Telecommunications (telephone, fax), normal letter post and photocopying.

5.7.6 Joint ESRF/ILL restaurant. The CRG's staff and users are entitled to E category cards and visiting companies to F category cards. The CRG may subsidise these costs in part or totally to its staff.

5.7.7 Visitors accommodation facilities (e.g. Guest house). Rooms can be made available to CRG users or visitors if they are not needed for ESRF users which are treated with priority. Reservations will not be accepted more than two weeks in advance.

5.7.8 Purchasing of equipment for CRG beamlines via the ESRF is subject to the provisions of Articles 7.3 and 7.4 of the General Conditions.

5.7.9 Administrative services related to
- assistance with custom formalities,
- specific social welfare for non-French CRG staff,
- travel.

A list of the services that are required by the CRG is kept in the CRG Liaison office and updated regularly in consultation with the CRG.

5.8 On request and subject to the availability of resources, the ESRF may be able to provide other services.

5.9 The cost refund basis for services mentioned under Articles 5.5 to 5.7 is laid out in the Cost Refund Regulations (Annex 2 to the specific contract).

5.10 The ESRF allows the CRG to access technical information that becomes available to the ESRF and may be relevant for the construction and operation of the CRG beamline.

5.11 The ESRF will pay:

- the cost of consumables
- the repair costs of any damage to the beamline
- the cost of any replacement item

needed as a result of its use of a CRG beamline (details are given in the Cost Refund Regulations). Staff costs associated with the operation of the beamline will not be reimbursed.

ARTICLE 6

The CRG Liaison Office

The ESRF establishes the CRG Liaison Office to act as a central contact for the CRGs to

- forward CRG requests to ESRF service divisions,
- follow up CRG purchases and budget lines,
- support CRGs with work on beamline infrastructure involving ESRF service divisions as well as external companies,
- perform general secretarial assistance (user support etc.).

The CRG Liaison Office comprises the CRG Liaison Engineer as well as a technician and secretarial staff (at present one full technician and the equivalent of 2.1 secretarial posts distributed over three secretaries). The technician and the secretaries are supervised by the CRG Liaison Engineer.

All this staff is employed by the ESRF, the CRGs reimburse the ESRF for the salary costs of the technical and secretarial staff as laid out in the Cost Refund Regulations while the CRG Liaison Engineer is paid by the ESRF.

Offices for the CRG Liaison Engineer and the secretaries are provided by the ESRF while office and laboratory space for the CRG technician is paid for by the CRGs according to the Cost Refund Regulations.

ARTICLE 7

Obligations of the CRG

- 7.1 The CRG is in charge of the part of the beamline outside the shielding wall of the storage ring tunnel. This part will be financed by the CRG, i.e. in particular CRG funds have to cover completely the equipment, the transport of equipment, customs, construction, installation and commissioning including the corresponding manpower and travel costs, fees, software licences; during operation, the CRG will finance the maintenance of the beam line (except as provided for in Article 5.11).
- 7.2 Utilisation by the CRG of the supply, infrastructure or services provided by the ESRF as detailed in the specific contract, and any additional expenditure for the ESRF requested by the CRG or the costs of any damage or loss caused by the CRG will be refunded by the CRG.
- 7.3 As laid out in the Cost Refund Regulations, the ESRF will charge 15 % overhead on exactly quantifiable costs according to utilization. However, for each single order placed on behalf of the CRG by the ESRF, the overhead is limited to a ceiling of EUR 850,00 at 2005 prices. The overhead will not apply to certain fixed charges listed in the Cost Refund Regulations.
- 7.4 The ESRF will present invoices on a quarterly basis for all goods ordered. Invoices must be paid by the CRG within 45 days. Failure to pay within the due time will result in the addition of an interest charge at a pro rata rate of 1% per month from the date of invoice.
- 7.5 The CRG shall be solely responsible for, and shall meet all costs incurred in connection with, the employment and administration of its personnel and all matters relating thereto, including, in particular, salaries, insurance payments, medical attention, expenses arising out of the fulfilment of immigration requirements, personnel customs duties and personnel permits.
- 7.6 The CRG's personnel and its users will follow general regulations in force at the ESRF when working at the ESRF's premises, and follow corresponding instructions of the ESRF's Director General or his duly authorized representatives.
- 7.7 In case of serious offence against these regulations or instructions by the CRG's personnel or its users, or of any action detrimental to the normal operation of the ESRF, the ESRF will ask the CRG to take immediate remedial measures. If these measures prove to be ineffective the CRG has, at the ESRF's request, to replace any person responsible for such an offence.

- 7.8 Before beamline construction starts, the CRG shall appoint a qualified engineer to be permanently present at the ESRF, in order to ensure that any work carried out by the CRG conforms with ESRF standards (cf Article 10) and that contracts placed with external companies, particularly for work in the Experimental Hall, are supervised by qualified CRG staff.
- 7.9 From the beginning of operation of the beamline, the CRG provides service to its own users and to general ESRF users sharing part of the beam time (cf. Article 12.3). To this end the CRG will ensure that three people are available at any time in Grenoble, one of whom shall be a scientist and one a technician.
- 7.10 Any experiment carried out on the CRG beamline, either by its own users or by ESRF users, must have the prior approval of the ESRF safety group. To ensure this approval, all proposals to carry out experiments must be submitted to the ESRF users office at least one month in advance.

Exceptionally, during the commissioning or maintenance of a beamline and when non hazardous substances are proposed, safety approval may be sought not less than one week in advance. If this procedure is not respected, user access to the ESRF cannot be guaranteed, and the ESRF safety group will be entitled to stop the experiment immediately.

- 7.11 If the specific contract is terminated, not extended or not replaced by a similar one, the CRG undertakes at its own cost to dismantle completely the beamline outside the shielding wall unless the ESRF is interested in taking over part of the equipment. In this event the specific conditions shall be settled by agreement between both Parties.

Ownership of any fittings or improvements to premises made available to the CRG (cf. Article 8), even those carried out with the ESRF's agreement, shall devolve legally, without right to compensation, to the ESRF. Movables shall remain the property of the CRG.

ARTICLE 8

Provision of accommodation

8.1. Principles

- 8.1.1 The ESRF provides accommodation for CRGs based on the principle that this shall not incur extra costs to the ESRF. Thus, the ESRF cannot guarantee to make accommodation available to the CRG unless the resources have been provided to construct the buildings needed. These construction costs normally are covered by a bank loan with a repayment period of not more than 10 years. The interest, amortisation and running costs (maintenance, consumables) will be paid by the CRG occupying the premises, according to the regulations of this Article. After the settlement of the bank loan the regular payment will be reduced to the actual running costs. The ESRF will be the owner of the premises.
- 8.1.2 The space made available to each CRG is listed in the Cost Refund Regulations setting out the surface, the quarterly payment and the end of the repayment period of the bank loan (where appropriate) for each room occupied by the CRG.
- 8.1.3 An extension of the provision of accommodation beyond the repayment period of the bank loan (where appropriate) as indicated in Article 8.1.1 above, requires the express agreement of both Parties. The ESRF endeavours to ensure the provision of appropriate space throughout the duration of the specific contract with the CRG.
- 8.1.4 In the event that the specific contract with the CRG is cancelled for whatever reason, the provisions of this Article, with the exception of Article 8.4.1, shall also be cancelled and the CRG shall lose all its rights in relation to the accommodation that is subject of this Article.

8.2 Conditions of use

- 8.2.1 The CRG shall take the premises as specified in Article 8.1.2 and shall be responsible for their eventual conformity with the regulations concerning safety in a working environment. The CRG will not raise claims against the ESRF (owner of the premises) or against the CEA (owner of the land) for possible faults or latent defects in the floor or the basements. In the same way, the CRG agrees not to raise claims against the ESRF or the CEA for any charges, which arise from adaptations of the premises.
- 8.2.2 The CRG shall use the premises only for the purpose specified in the specific contract with the CRG. All other activity, in particular commercial activity, is forbidden and may be sanctioned in accordance with Article 8.4. below.

- 8.2.3 The use of the premises by the CRG shall not present any danger or inconvenience to the ESRF environment and in particular shall not entail any modification to the ESRF installations. The CRG shall carry out work requiring civil engineering works or requiring modifications to the basic structure of the building only with the prior written agreement of the ESRF.
- 8.2.4 The CRG shall be responsible for maintaining the premises in good order during the period of its use. The CRG shall immediately inform the ESRF of any damage to the premises. Repairs shall only be carried out after consultation with the ESRF.
- 8.2.5 The CRG must not dispose of products, which may constitute a contamination hazard or which are subject to specific arrangements, into the pipes leading to underground networks.
- 8.2.6 The competent ESRF services (Safety Group, Technical Services, etc.) shall have free access at all times to the premises in order to check that the Safety Regulations (cf. Article 9 below) are being fully respected and that the building is cleaned and maintained properly. Otherwise the ESRF renounces its right of access to and use of the premises made available to the CRG throughout their provision.
- 8.2.7 The CRG may cede its rights to use the premises in part or entirely only on the condition that the ESRF gives its prior written agreement

8.3 Financial provisions

- 8.3.1 In return for the use of the premises, the CRG pays to the ESRF contributions towards:
- the initial construction costs of the premises (if applicable),
 - the maintenance costs of the premises, and
 - the provision of basic utilities.
- 8.3.2 The contribution towards the initial construction costs covers the amortization and the interest of the bank loan that was used to finance the construction of the premises. It will disappear once the bank loan is fully settled (cf. article 8.1.1.).
- 8.3.3 The annual contribution towards the maintenance costs of the premises is set at 2% of the investment costs of the space provided. It covers repairs resulting from normal and reasonable use of the premises. It does not cover other damage, in particular, that caused by a fault of the CRG. Corresponding costs shall be borne by the CRG.
- 8.3.4 The cost of the provision of basic utilities is set out in the Cost Refund Regulations and shall be reviewed annually. In 2005 the annual contribution for basic utilities amounts to 30,49 € per m².
- 8.3.5 These payments are quarterly invoiced by the ESRF to the CRG. Value Added Tax at the appropriate rate in force at the date of invoicing applies to all three types of contributions.

8.3.6 The total financial contribution of the CRG towards the costs mentioned above are specified in the corresponding section of the Cost Refund Regulations.

8.4. Cancellation

8.4.1 If the CRG abandons the use of the premises provided by the ESRF before the end of the payment periods mentioned in Article 8.1.1 above, it shall pay the ESRF an amount permitting the ESRF to pay off the remaining debt from the bank loan.

8.4.2 The ESRF may legally end its obligations arising from this Article, without compensation, in the event of non respect by the CRG of the provisions of Article 8.2.2 to Article 8.2.7 above.

The provisions of Article 8.4.1 shall also apply in these situations.

ARTICLE 9

Safety and radiation protection

- 9.1 The ESRF's overall responsibility in safety matters for the whole facility includes the CRG beamlines and the accommodation made available to the CRG.
- 9.2 The CRG accepts the right of the ESRF's services to carry out safety inspections.
- 9.3 The authority given to the ESRF's safety officers vis-à-vis ESRF staff applies also vis-à-vis CRG staff and users working on ESRF premises.
- 9.4 The CRG undertakes to respect the laws, regulations and other provisions in effect at the time of the contract for safety, radiation protection and the prevention of accidents, including the ESRF's safety requirements. The ESRF will provide a full description of the safety regulations and keep the CRG informed in case of change. The CRG shall inform its staff and users deployed for work at the ESRF's premises accordingly.
- 9.5 The CRG is solely responsible for the compliance of its staff and users with the provisions mentioned in Article 9.4.
- 9.6 The CRG shall appoint, with the agreement of the ESRF, a person responsible in matters of safety for the coordination with the ESRF's safety officers according to the ESRF's safety and radiation protection policy. For practical reasons the person appointed must normally be present at the ESRF or at another laboratory in Grenoble.

ARTICLE 10

Technical standards

- 10.1 In view of the partial use of the beamline by general ESRF users, and in order to facilitate maintenance, the CRG commits itself to respect technical standards relating to vacuum, electronics and control, safety devices (including hutches, shutters, absorbers), fluids, electrics and others as established in the ESRF's Technical Annex (Annex 3 to the specific contract). The standard ESRF Personnel Safety System (PSS) shall be installed on the beamline by the ESRF at the CRG's expense.
- 10.2 The CRG shall submit the design of the different elements of the beamline to the ESRF for check in this respect. The ESRF can ask for modifications in view of standardisation. The design is considered to be accepted as conforming if the ESRF does not react within four weeks after receipt of the plans.

ARTICLE 11

Property

Equipment supplied by each of the Parties remains the property of the same Party, with the exception set out in Article 7.11.

ARTICLE 12

Sharing of the utilisation of the beamline

12.1 The ESRF envisages by and large the following distribution of beam time during a year:

- ♦ Winter shutdown 33 days
- ♦ Summer shutdown 22 days
- ♦ Interim shutdowns 3 x 9 days

- ♦ Machine dedicated runs 53 days

- ♦ X-ray production runs:
 - ♦ beamline maintenance and commissioning 50 days
 - ♦ scheduled beam time for experiments 180 days

The exact amount of beam time for experiments at the CRG beamline shall be agreed between the CRG and the ESRF based on the CRG's planning of the above mentioned maintenance and commissioning activities during X-ray production runs.

12.2 From the start of operation of the beamline, the CRG is entitled to use 2/3 of the scheduled beam time for its scientific activities.

12.3 The beamline including either all of its instrumentation or part of it as detailed in the specific contract is made available to the general ESRF users during 1/3 of the scheduled beam time.
The share of beam time to be given to general ESRF users will be grouped to at most two different blocks per semester if not otherwise agreed in writing between both Parties.

12.4 Before allocating beam time at a CRG beamline to general ESRF users, the Director General will ask the CRG for assessments on the technical feasibility at their beamline of the projects proposed by the respective general ESRF users.

ARTICLE 13

Liability

13.1 Apart from the provisions of Articles 5.11 and 7.2, the Parties shall not be mutually liable for any damage to persons or property or any pecuniary loss arising out of or in connection with the specific contract, and inflicted by either Party on the other, its facility or personnel, except to the extent that such damage or loss has been caused intentionally or, in whole or part, by gross negligence.

- 13.2 Neither the ESRF nor the CRG shall be liable for any failure to perform as required by the specific contract, to the extent such failure to perform is caused by unforeseeable technical problems or by any other reason beyond ESRF's or the CRG's control.

ARTICLE 14

Insurances

- 14.1 Both Parties provide evidence that they are sufficiently insured or financially protected against the risks resulting from their liability (cf. Article 13.1). For the CRG this refers to the beamline and the accommodation space.
- 14.2 The ESRF offers that the equipment belonging to the CRG and installed on the ESRF site can be insured against the risk of fire, explosion, catastrophic natural events, electrical damage and water damage under the ESRF's general insurance scheme. In this case the CRG would bear the extra cost.
- 14.3 The ESRF offers that the CRG's and its staff's civil liability shall be covered, in case of damage caused to third parties on the ESRF site, by the corresponding insurance policy of the ESRF. The CRG will bear the additional cost due to this extension of the ESRF's insurance.

ARTICLE 15

Permits and licences

- 15.1 The CRG shall be solely responsible for complying with all regulations relevant to their activity and for taking the necessary steps to obtain any permit or licence required for the performance of the specific contract under French laws and regulations in force.
- 15.2 The ESRF may terminate the specific contract if the CRG is unable to obtain any permit or licence required for its performance.
- 15.3 However, where the ESRF itself has to be licensed under French law to enable a CRG to carry out a particular activity (e. g. measurements on radioactive samples), the ESRF will seek to obtain the necessary permits. The costs incurred by the ESRF will be borne by the relevant CRG.

ARTICLE 16

Publications

- 16.1 Each Party shall inform the other about the intention to publish any material about the construction and the operation of the beamline.

- 16.2 The CRG beamline shall always be acknowledged in publications by ESRF scheduled users, even if these publications are not co-authored by CRG staff. Likewise the ESRF shall be acknowledged in publications resulting from experiments carried out by the CRG's own users.
- 16.3 The exploitation of the beamline is normally restricted to non-proprietary research, in which case all scientific results achieved are to be published within one year after termination of the experiments, or at least written in form of an experimental report.

ARTICLE 17

Proprietary Research

Proprietary research may exceptionally be carried out on a CRG beamline, only with the specific written agreement of the ESRF based on regulations set by the ESRF management. In addition, the provisions of Article 7.10 (approval by the Safety Group) of this document will apply.

ARTICLE 18

Intellectual property

- 18.1 The CRG shall be the owner of all rights in the results obtained by staff employed by the CRG itself in the course of their duties. If any of these results constitute inventions, the CRG may apply in its own name, at its own cost and for its own benefit for intellectual property rights in any country where it considers such protection necessary.
- 18.2 In that case the ESRF shall be entitled to obtain from the CRG on request a licence for research or for purposes other than research. This licence shall be free of charge for research activities conducted by the ESRF. For other than research purposes the licence may be granted on conditions more favorable than those of licences granted to third parties.
- 18.3 If the CRG decides not to apply for such protection in one or more countries, the CRG will inform the ESRF in due time and the ESRF may, with the consent of the CRG, apply for such protection in its own name, at its own costs and for its own benefit.

ARTICLE 19

Disputes

- 19.1 The specific contract and these "General Conditions" are subject to French laws and regulations.
- 19.2 In case of dispute the Parties agree to try to settle the matter in an amicable way. If they do not succeed, the Director General of the ESRF will present the case to the ESRF Council for advice.
- 19.3 Any dispute between the ESRF and the CRG or any claim by one Party against the other which cannot be settled by the Parties out of court shall be brought before the Courts of Grenoble.
- 19.4 In the event a court of competent jurisdiction holds any provision of the specific contract or these "General Conditions" to be invalid, such holding shall have no effect on the remaining provisions of the contract and the "General Conditions", and they shall continue in full force and effect, unless the Parties decide otherwise.

**Annex 2 to the Contract between the ESRF and CRG/SNBL concerning the
operation of the beam line BM01 at the ESRF**

**REGULATIONS FOR
COST REFUNDING BY COLLABORATING RESEARCH GROUPS**

1. Introduction

1.1 Basic principle

These regulations for cost refunding are based on the principle that the ESRF shall not incur extra costs as a result of the activity of the CRGs, other than the operating costs of the CRG beamlines during their utilisation by ESRF users. The operating costs related to the utilisation by ESRF users will in practice constitute a reduction of the cost refunds made by the CRG. The operating costs to be borne by the ESRF are detailed in section 4 below.

1.2 Types of cost refunding

Cost refunding refers to supply or services provided by or through the ESRF to the CRG. There are different types of provision:

1.2.1 Exactly quantifiable costs and overheads

For some supplies and services, the use by the CRG is exactly measurable and can therefore be invoiced to the CRG according to consumption. These are listed in section 2 below.

In accordance with the General Conditions, the ESRF will charge an overhead of 15 % (unless otherwise specified) on these exactly quantifiable costs. However, the overhead will be limited to a ceiling of 850 € for each single order processed for the CRG by the ESRF.

The overhead essentially refers to the administrative treatment of the supply and services mentioned in section 2 below. For all quantifiable costs the ESRF Finance and Purchasing Service prepares the invoices related to the utilisation, calls for the corresponding funds, controls the payments and cares for proper accounting. For purchases via the ESRF, the ESRF administration deals with calls for tender, preparation of contracts, orders and follow ups of the payment procedure. Besides the direct personnel costs (salaries, social charges) for staff dealing with CRG matters (with the exception of services included in §§ 2.11, 2.12 and 2.13 below), the means necessary for their work (room, office equipment, telephone, consumables,...) are taken into account in

determining the level of overhead charged.

In addition the overhead compensates for the sum of all the minor additional costs created by CRG activity on site but not covered by the specific items listed above.

1.2.2 Fixed charges

For other services there are either no means to measure the consumption by the CRG, or the effort necessary for its measurement is unreasonable in relation to the costs involved. Furthermore the use by a single CRG may be marginal compared to the use by ESRF staff and users, however, the sum from several CRG beamlines is likely to be significant. Fixed charges refer to the provision of general infrastructure and equipment and of services, these items are detailed in section 3 below.

Services rendered against fixed charges will not be subject to an overhead.

1.3 Taxes

In addition to the prices indicated in this annex, VAT at the appropriate rate (currently 19.6%) will be charged according to French law.

1.4 Price revision

The prices indicated in the present annex will be reviewed annually in consultation with the CRGs. Current prices and charges are available from the CRG Liaison Engineer.

2. Exactly quantifiable costs

2.1 Telephone, Telefax	Price per unit identical to that which is charged to the ESRF
2.2 Photocopy	Price per unit identical to that which is charged to the ESRF
2.3 Insurance	Price: actual premium rate fixed by the insurance company
2.4 Stockroom supplies	Price according to value of item withdrawn
2.5 Electricity	Price per unit (kWh) identical to that which is charged to the ESRF
2.6 Liquid Helium	Price per litre according to actual cost

- 2.7 Use of ESRF Service Divisions and major equipment not explicitly specified in these regulations (e.g. exceptional services rendered by the Vacuum Group, Technical or Computing Services etc.)

<p style="text-align: center;">Price per hour or per intervention: according to pre-advised cost</p>

- 2.8 Equipment for a CRG beamline purchased via ESRF (e.g. to benefit from favourable conditions) Price: actual value of item purchased
- 2.9 Use of the Guest house to availability) Price: actual price according to the contract (subject between the ESRF and the subcontractor in charge of managing the Guesthouse: (currently 26.73 €/night, including breakfast)

The following services are mandatorily provided to all the CRGs by the ESRF:

2.11 Secretarial Support

To cover the cost of secretarial work incurred during the construction and operation of CRGs, and to assist with work resulting from user visits, the ESRF charges the CRGs the actual costs of the employment of the secretarial staff (including social charges) as follows:

- 20% of a full secretarial post is paid by the OGG (INFM Operative Group in Grenoble).
- The remainder is evenly distributed between the other CRGs taking into account that CRGs operating two-branch beamlines will pay two shares.

The usual overhead charge of 15% is currently reduced to 5%.

2.12 Technical Support

To cover the cost of technical support to the CRGs during the construction and operation of their beamlines, ESRF charges the CRGs the actual costs of the employment of (at present) one full technician (including social charges) to be evenly distributed between (at present) 12 CRGs.

The usual overhead charge of 15% is currently not levied.

2.13 Services provided by the Safety Group:

To cover the cost of services provided by the Safety Group, the ESRF charges the CRGs the actual salary costs (including social charges) of one technician in the Safety Group to be evenly distributed between (at present) 12 CRGs.

The usual overhead charge of 15% is currently not levied.

2.14 Computing assistance with beamline control systems

To cover the cost of computing assistance with beamline control systems, the ESRF charges 100% of the actual costs of the employment (including social charges) of an engineer from the BLISS Group (Experiments Division) to be evenly distributed between (at present) 12 CRGs

The usual overhead charge of 15% is currently not levied.

2.15 The staff funded in accordance with §§ 2.11 and 2.12 will be employees of the ESRF and will be under the supervision of the CRG Liaison Engineer while the staff funded in accordance with §§ 2.13 and 2.14 will be under the the supervision of the Safety Engineer and the Head of the BLISS group, respectively.

3. Fixed charges

These charges refer to the provision of general infrastructure, equipment and services which fall into the three categories below :

3.1 *Services mandatorily provided to the CRG by the ESRF* (Article 5.6 of the General Conditions)

3.1.1 Administrative and Directorate Services:

- reception, formalities, registration, security badges, canteen cards, contact with *Préfecture* for non-French staff or users,...;
- medical service: casualty, first aid;
- library services.
- travel: ordering and reservation for CRG staff and users

The ESRF charges each CRG a lump sum for the corresponding personnel and administrative cost of 2500 €/year

3.1.2 Use of cranes and handling facilities

Price for each CRG: lump sum 1 700 € /year

3.1.3 Fluids (Deionised water, industrial water,...)

Price for each CRG: lump sum 2 545 € /year

3.1.4 Supply of pure gases and gas mixtures from the ESRF stores

Price for each CRG: lump sum 515
€ /year

3.1.5 Connection of the CRG beamline control and data acquisition system to the ESRF computing network. This connection opens the possibility to use

- some central facilities for e.g. e-mail, data transfer or data conversion and
- the local server to be established for groups of beamlines. This server will allow processing and analysis of data and will be equipped with some expensive peripherals (colour plotter, back-up facility, etc.).

To cover an appropriate share of the cost for one local server including activation of the connection to the network and also for current maintenance and upgrading of the equipment, the ESRF charges each CRG a lump sum of

5 150 € /year

3.1.6 Maintenance of equipment jointly owned by all the CRGs and the provision of tools for the CRG technician, the ESRF charges each CRG a lump sum of
845 € /year

3.1.7. Liquid Nitrogen

For consumption of up to 10 000 litres/year, a fixed sum will be charged to cover the consumption and an appropriate share of the storage and distribution system

Price for each CRG: lump sum 850 € /year

Where in the opinion of the ESRF consumption exceeds 10 000 litres/year or is likely to exceed this figure, a higher fixed charge will be negotiated.

- 3.2 ***Services exclusively offered by the ESRF to the CRGs (see § 5.7 General Conditions).***
These services are optional, but if used, may only be supplied to the CRG by the ESRF.

3.2.1 Accommodation

Where existing accommodation can be provided within the Central Building,
the cost will be 120 € /m²/year

The cost of a small laboratory and an office for the CRG technician will be divided between the CRGs. This service can only be opted for by all CRGs, that is, withdrawal from this arrangement can only be requested by a majority of the CRGs.

The cost of this service will be evenly distributed between (at present) 12 CRGs.

To meet the demand of the CRGs for accommodation the ESRF has built extensions to the Experimental Hall and might be able to build additional accommodation if required. The provision of funds to cover the construction costs, the regulations for the use of the premises by the CRGs as well as the general regulations concerning the contributions the CRGs pay to cover construction and running costs are specified in Article 8 of the General Conditions.

The premises made available to the CRGs as well as the financial contributions to be paid by each specific CRG are listed in the following table.

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room	surface	occupied by CRG(s)	approx. price per m*m and month	total price per quarter	end of bank loan/ rental agreement	
01-5-02	10,42	BM 30B / BM 32	18,46	577,05	06.2006	1)
01-5-03	49,67	BM02/30A/30B/32	18,46	2750,69	06.2006	2)
01-5-03A	23,40	BM02/30A/30B/32	18,46	1295,86	06.2006	2)
01-5-04	32,45	BM02/30A/30B/32	18,46	1797,04	06.2006	2)
01-5-06	20,31	BM02/30A/30B/32	18,76	1143,04	12.2009	2)
01-5-07	25,42	BM02/30A/30B/32	18,76	1430,63	12.2009	2)
01-5-08	14,97	BM02/30A/30B/32	18,76	842,54	12.2009	2)
01-5-09	25,30	BM 30B	20,99	1593,15	12.2009	
03-5-12	12,60	BM 01	18,46	697,80	06.2006	
03-5-15	15,10	BM 01	18,46	836,24	06.2006	
03-5-16	87,33	BM 01	18,46	4836,26	06.2006	
03-5-13	17,41	BM 01	20,99	1096,01	12.2009	
03-5-14	15,05	BM 01	20,99	947,70	12.2009	
07-5	154,98	OGG	20,93	9731,49	06.2009	
07-6-06	30,01	BM 07	18,46	1661,82	06.2006	
07-6-02	16,50	BM 08	18,46	913,77	06.2006	
07-6-03	48,12	BM 08	18,46	2664,84	06.2006	
07-6-03A	11,40	BM 08	18,46	631,33	06.2006	
10-5-02	36,99	BM 16	23,98	2661,42	07.2012	
10-5-03	36,99	BM 16	23,98	2661,42	07.2012	
10-5-05	45,49	BM 14	23,98	3272,53	07.2012	
10-5-06	16,00	BM 14	23,98	1151,04	07.2012	
10-5-07	13,00	BM 14	23,98	935,22	07.2012	
21-1-20	24,96	BM 25	18,31	1371,05	10.2008	
21-1-21	10,59	BM 25	18,31	581,71	10.2008	
21-1-22	21,42	BM 25	18,31	1176,34	10.2008	
21-1-23	7,00	BM 25	18,31	384,51	10.2008	
21-6-02	49,44	BM 20	18,46	2738,02	06.2006	
21-6-02A	15,54	BM 20	18,46	860,39	06.2006	

21-6-02B	16,83	BM 20	18,46	938,05	06.2006
21-6-03	16,94	BM 20	18,46	869,75	07.2012
21-6-04	23,29	BM 20	18,46	1289,82	07.2012
21-6-05	28,16	BM 26	18,46	1559,50	07.2010
21-7-07	17,00	BM 25	17,10	872,10	10.2008
21-7-07A	36,00	BM 25	17,10	1846,80	10.2008
21-7-07B	7,00	BM 25	17,10	359,79	10.2008
30-5-02	48,50	BM 26	18,46	2685,93	06.2006
30-5-02A	19,01	BM 26	18,46	1052,77	06.2006
30-5-02B	14,00	BM 26	18,46	775,46	06.2006
30-5-02C	24,88	BM 26	18,46	1378,13	06.2006
30-5-02D	14,83	BM 26	18,46	821,56	06.2006
30-5-04A	14,81	BM 26	18,46	820,02	06.2006
30-5-05	29,00	BM 28	18,46	1606,02	06.2006
30-5-05A	18,51	BM 28	18,46	1024,86	06.2006
30-5-05B	13,11	BM 28	18,46	725,80	06.2006
30-5-05C	10,41	BM 28	18,46	576,29	06.2006

1) payment shared as follows:

EUR 288,53 per quarter by BM 30B

EUR 288,52 per quarter by BM 32

2) payment shared as follows:

EUR 2141,90 per quarter by BM 02, 30B and 32

EUR 2834,10 per quarter by BM 30A

3.2.2 Network connection

1Gbps connection

100 Mbps connection

at equipment cost

currently included in 3.1.5

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3.2.3 Extended user account on NICE to allow use of existing NICE software including 500 GByte of data storage regularly backed up

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Price for each participating CRG: 6 790 € /year
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The standard account on NICE for CRG staff allowing access to the NICE and Email system including data storage capability of 500 MByte is currently free of charge.

3.3 ***Services offered by the ESRF to the CRGs (see § 5.7 General Conditions).***

These services already exist at the ESRF and their use by the CRG is entirely optional. Services not used will not be charged for. However, if any service is used at least once during the year, the full annual charge will be applied.

3.3.1 Access to Self Service Workshops

Price for each participating CRG: lump sum 1 700 € /year

3.3.2 Alignment service

Price for each participating CRG: lump sum 1 700 € /year

3.3.3 Occasional use of ESRF specialist laboratories (in the central building, PLUOs, etc.)

Price per laboratory for each participating CRG: lump sum 1 700 € /year

A current list of accessible laboratories is available from the CRG Liaison Engineer.

3.3.4 Optional Administrative Services

- Social welfare: Assistance in housing (temporary or permanent) and in schooling (for children of non-French staff).

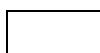
The ESRF charges each participating CRG a lump sum for use of these services of
2 545 € /year

- Language courses:

Price : actual cost

3.3.5 Access to equipment in the ESRF detector, mechanics, electronics and sample environment pools

Price for each participating CRG: lump sum 7 850 €



This amount covers access for two years. At the end of this two-year period, a lump sum of 10% of the initial amount (i.e. 785 €) will be charged annually. The payment is not intended to cover the repair of items borrowed from the pools. These will be invoiced at cost. A list of available items can be obtained from the CRG Liaison Engineer.

4. Operating costs

According to § 7.1 of the General Conditions “...during operation, the CRG will finance the maintenance of the beamline (except as provided for in § 5.11)”. § 5.11 stipulates that “The ESRF will pay :

- the cost of consumables
- the repair costs of any damage to the beamline
- the cost of any replacement items

needed as a result of its use of a CRG beamline...”

4.1 Cost of consumables

The costs under this heading are those necessary to:

- 4.1.1 Operate the beamline,
e.g. electricity, fluids (water, compressed air, liquid nitrogen, etc.).
- 4.1.2 Carry out experiments,
e.g. films, glassware, rubber gloves, etc.

To reimburse the CRG for costs incurred under § 4.1.1, the ESRF will pay from the start of the CRG operation contract 1/3 of the actual costs, 1/3 of an extended NICE account (500 GByte storage), if opted for by the CRG, and 1/3 of the CRG’s contribution to the Safety Group (article 2.13).

To reimburse the CRG for costs incurred under § 4.1.2., the ESRF will pay from the start of the CRG operation contract a lump sum of 3 235 €/year. For double beamlines, this sum may be increased pro-rata up to 6 470 €/year depending on the ESRF’s use of the beamline.

If a specific ESRF user proposal requires the CRG to purchase individual items costing more than 1 607 €, then such expenditure shall be dealt with by the CRG making a request for funding to the ESRF, through the CRG Liaison Engineer. The ESRF shall subsequently make the appropriate arrangements with the proposer concerning the purchase.

4.2 Repair costs following any damage to or breakdown of the beamline and cost of replacement items

The ESRF will pay for repairs to, or replacement items for, the CRG beamline which are necessary as a result of damage caused by an ESRF user or breakdowns which occur during a scheduled ESRF experiment, provided that the breakdown is not a result of inadequate maintenance of the beamline by the CRG and is not provided for in the lump sum payment under § 4.1. above. The ESRF user will be required to sign a declaration that the beamline was damaged by him/her, or that the beamline broke down during his/her experiment. It is the responsibility of the CRG to obtain such a declaration from the ESRF user.

Annex 3 to the Contract between the ESRF and CRG/SNBL concerning the operation of the beam line BM01 at the ESRF

ESRF's TECHNICAL ANNEX

1. Introduction

A full description of all the technical aspects of building and operating a beamline would require a very lengthy manual. Rather than attach such a document to the contract, the following list of current documentation is provided as a starting point for the more detailed studies which will be required as work progresses. The ESRF also provides a range of technical information and useful contact names on the internet, <http://www.esrf.fr>, but interested parties are asked to contact the CRG Liaison Engineer in the first instance (the email address can be found on the CRG web page).

2. Documents

Beamline PLC Interlock Systems

Standard Hardware and Software for Beamline Control and Data Acquisition

General Principles of Beamline Alignment

List of Specialist Laboratories

General Beam Parameters

3. General Technical Information

Architectural Drawings	of premises made available to CRGs (for offices and laboratories)
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EXPH Floor Plan (showing the specific area of the EXPH available to the Beamline)	Drawing No 00.10.1001A
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Front End Interface	Interlock Circuit Diagram
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Electrical Power Available	86kW/beamline / 380V 3ph 125A
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Fluids Available	Diagram of Terminal Box
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4. Technical Standards

Experience with the first few CRG beamlines has lead to the conclusion that adequate standards, cost savings, and overall efficiency for both the CRG and the ESRF are most easily achieved when the beamline infrastructure and subsequent upgrades are purchased from and installed by companies currently working at the ESRF. For this reason the technical aspects are divided into mandatory and optional groups.

Visiting groups may be assured that the companies currently working at the ESRF have been selected as a result of international calls for tender, and that competitive prices have been negotiated. Cost estimates for the infrastructure will vary according to the complexity of the beamline and consequently are not given here. The CRG engineer will assist in providing further information and quotations for each CRG individually.

5. Mandatory

5.1 Radiation Safety

Hutch Specification	The ESRF requires that the hutch is constructed to a design which can be demonstrated to be radiation tight. This may be by use of an existing ESRF design, or by use of a system in operation at another laboratory having equally intense sources, subject to the approval of the ESRF.
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Shutter Design	ESRF designs or ready built devices are available.
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Personal Safety System	Standard systems must be purchased from and installed by the ESRF.
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5.2 Electrical Installation. After consultation with the CRG, the ESRF will provide a specification to ensure that the installation complies with in house requirements and that the work can be carried out by local contractors. A cost estimate will be provided for approval prior to the start of work.

5.3 Fluids Installation	As above
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5.4 Survey and Alignment	Some hutches need openings for radial and circumferential surveys of the Experimental Hall.
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5.5 Vacuum Interlocks A standard system complying with the requirements of the ESRF Safety and Vacuum Groups will be specified by the ESRF during the CRG beamline design phase.

6. Optional

6.1 Beamline Control Unix workstation, local ethernet, VME hardware, and extensive software is available.

6.2 Beamline Components ESRF designs for standard components are available.

7. User Operation

Arrangements for the CRG private users, and for the ESRF public users during one third of the beamtime, are made by the CRG Liaison Office which can be contacted by email at : crg-off@esrf.fr

**Appendix 3: SNX Foundation, Statutes and By-Laws
as established on 28 November 2003**

**Statuts de la Fondation Suisse-Norvégienne pour la Recherche avec
Les Rayons X (Fondation SNX)**

***Statutes of the Swiss-Norwegian Foundation for
Research with X-rays (SNX Foundation)***

ARTICLE 1 – DENOMINATION

Sur la base d'un accord de coopération séparé sur les lignes-lumière suisses-norvégiennes (ci-après désigné "l'Accord"), une Fondation est constituée au sens des articles 80 et suivants du Code Civil Suisse et par les présentes dispositions et sous la dénomination Fondation **Suisse-Norvégienne** pour la Recherche avec les Rayons **X** [Fondation SNX], ci-après désignée "la Fondation",

Article 1 - Denomination

*On the basis of a separate Swiss-Norwegian Beam Lines Co-operation Agreement (hereafter called « the Agreement ») a foundation is formed according to article 80 ss of the Swiss Civil Code and by the present clauses and under the name **Swiss-Norwegian Foundation for Research with X-rays [SNX Foundation]**, hereafter called the Foundation.*

ARTICLE 2. SIÈGE

Le siège de la Fondation est à Lausanne, Suisse

Article 2 - Seat

The seat of the Foundation is in Lausanne, Switzerland.

ARTICLE 3 – BUTS

La Fondation a pour buts de:

- Financer, coordonner, promouvoir et soutenir la recherche, le fonctionnement et développement des activités liées avec les Lignes-lumière Suisses-Norvégiennes à l'ESRF (Grenoble, France)

Elle ne poursuit pas de buts lucratifs.

Article 3 - Goals

The purpose of the Foundation is

- *To fund, coordinate, promote and support research, operations and development of the activities connected with the Swiss-Norwegian Beam Lines at ESRF (Grenoble, France).*

The Foundation is not-for-profit.

ARTICLE 4 – MEMBRES DE LA FONDATION

Les membres de la Fondation sont à ce jour les membres fondateurs, signataires des présents Statuts, représentés par des délégués dûment autorisés. Chaque partie qui adhère à l' Accord devient un membre de la Fondation si elle le souhaite.

Article 4 - Members of the Foundation

The present members of the Foundation are the Founding Members, signatories of the present statutes, represented by delegates duly authorized. Any Party entering the Agreement becomes member of the SNX Foundation, if it so wishes.

ARTICLE 5 –DURÉE

La durée de la fondation est indéterminée.

Article 5 - Duration

The duration of the Foundation is indeterminate.

ARTICLE 6 – CAPITAL ET RESSOURCES

La Fondation est dotée d'un capital initial de CHF 100'000

Outre cette attribution initiale, le financement de la Fondation sera assuré comme suit:

- a) par les revenus du capital de la Fondation
- b) par toutes subventions, dons, legs ou autres allocation de personnes physiques ou morales, de droit privé ou droit public, en Suisse ou à l'étranger.

Article 6 - Capital and Resources

The Foundation is endowed with an initial capital of CHF 100'000

Besides this starting allocation, the financing of the Foundation is assured as follows :

- a) by the revenues of the capital of the Foundation*

b) by subsidies, gifts, bequests or other allocations by natural or moral persons, of public or private law, in Switzerland or abroad.

ARTICLE 7 - ORGANISATION

Les organes de la Fondation sont:

- a) le Conseil de la Fondation;
- b) le directeur exécutif (intitulé aussi « directeur des Lignes-lumière »)
- c) l'organe de contrôle

Article 7 – Organisation

The organs of the Foundation are :

- a) the council of the Foundation*
- b) the executive director (named also « Beam Lines Director »)*
- c) the control organ*

ARTICLE 8 – CONSEIL DE FONDATION

8.1. Composition

Le Conseil de Fondation est composé de 7 (sept) membres au minimum.

Six membres ayant le droit de vote, scientifiques spécialisés, si possible, dans les techniques expérimentales représentées aux lignes-lumière suisses-norvégiennes, sont désignés par les membres fondateurs, dont trois (3) par le membre fondateur suisse et 3 (trois) par le membre fondateur norvégien. Le septième membre est, *ex-officio*, le directeur exécutif de la Fondation.

Article 8 – Council of Foundation

8.1. Composition

The Council of the Foundation consists of at least 7 (seven) members.

Six voting members, scientists specialized, if possible, in the experimental techniques represented the Swiss-Norwegian Beamlines, are designated by the founding members, three (3) by the Swiss founding member and three (3) by the Norwegian founding member. The seventh member is, ex officio, the Executive Director of the Foundation.

8.2. Durée et modalités du mandat

Les membres du Conseil de Fondation sont nommés pour une durée de 3 (trois) ans ; ils sont rééligibles.

8.2. Duration and modalities of the mandate

The members of the Council of the Foundation are appointed for a period of 3 (three) years ; they are re-eligible.

8.3. Compétences

Le Conseil de Fondation :

- Administre la Fondation
- Veille à ce que ses biens soient affectés à la réalisation des buts définis à l'article 3 des présents statuts.
- Arrête les règlements nécessaires à son propre fonctionnement et à celui de la Fondation en général
- Définit la politique de recherche de la Fondation
- Nomme le directeur des Lignes-lumière
- Délègue la responsabilité du bon fonctionnement quotidien de ses installations au Directeur Exécutif, qui rends compte au Conseil de Fondation de son activité de manière circonstancée lors de chaque réunion du Conseil de Fondation.
- élabore pour chaque exercice un budget et publie chaque année un rapport écrit sur sa gestion. Il approuve les comptes annuels.

8.3. Competences

The Council of the Foundation :

- *Administers the Foundation*
- *Ensures that its means are properly used for the realisation of the goals outlined in Art. 3 of these statutes*
- *Decides on the rules needed to its own proper functioning as well as the Foundation's rules in general*
- *Defines the research policy of the Foundation*
- *Appoints the Beam Lines Director*
- *Delegates the responsibility of the daily proper working of its installations to the Executive Director, who reports to the Council of the Foundation, in an appropriate fashion, at every Council meeting.*

- *prepares for each budgetary year a budget and releases every year a written report on its performance. It approves the annual accounts.*

8.4. Séances et organisation

Le Conseil de Fondation se constitue lui-même. Il désigne en son sein un président et un vice-président.

Au moins l'un des membres du Conseil de Fondation doit être de nationalité suisse et domicilié en Suisse. Le Conseil de Fondation se réunit au moins deux fois par année. Le président convoque les membres du conseil. Deux membres du Conseil de Fondation peuvent également demander la convocation du Conseil.

Les décisions du Conseil de Fondation sont prises à la majorité absolue des voix. En cas de partage des voix, celle du président est prépondérante. Pour être opérationnel, le Conseil nécessite la présence d'au moins quatre de ses membres, avec deux chacun représentant le partenaire suisse et norvégien.

Le Conseil tient un procès-verbal de ses séances, signé par le président et le secrétaire de la séance. Toute proposition prise par voie de circulation ayant réunit l'accord écrit de tous les membres du Conseil équivaut à une décision prise en Conseil.

8.4 - Meetings and organisation

The Council of the Foundation constitutes itself. It elects within its own body a chairperson and a vice-chairperson.

At least one of the members of the Council of the Foundation has to be of Swiss nationality and reside in Switzerland. The Council of the Foundation will meet at least twice a year. The Chairperson convokes the members of the Council. Two members of the Council of the Foundation can also demand the convocation of the Council.

The decisions of the Council of the Foundation are taken by majority of the members present. In case of a tie vote, the chairperson will have a deciding additional vote. In order for the Council to be operational,, at least four members must be present, whereby both the Norwegian and the Swiss partners must be represented by two persons each.

The Council keeps minutes of its meetings, duly signed by its president and the meeting's secretary. Any proposition which has been circulated by mail amongst Council members and has the approval of all Council members is equivalent to a decision taken in Council.

ARTICLE 9 – REPRÉSENTATION DE LA FONDATION

La Fondation est valablement engagée à l'égard des tiers par une décision du Conseil et par la signature collective du Président ou Vice-Président ainsi que celle du Directeur Exécutif, qui seront inscrits au registre du commerce.

Article 9 – Representation of the Foundation

The Foundation is legally bound with respect to third parties on the basis of a Council decision and by the collective signature of its president or its vice-president, together with the Executive Director's. The names of these persons shall be entered into the Trade Registry.

ARTICLE 10 – COMPTABILITÉ

La Fondation établit un bilan et un compte de pertes et profits, arrêtés au 31 décembre de chaque année.

Article 10 – Accounting

The Foundation establishes a balance and a profit and loss statement , as of December 31 of each year.

ARTICLE 11 – ORGANE DE CONTRÔLE

Le Conseil de Fondation désigne une fiduciaire indépendante du Conseil de Fondation, chargé de contrôler les comptes de la Fondation.

Article 11 – Control Organ

The Council of the Foundation designates a fiduciary independent of the Council, entrusted to audit the accounts of the Foundation.

ARTICLE 12 – AUTORITÉ DE SURVEILLANCE

La Fondation sera placée sous le contrôle du Département Fédéral de l'Intérieur.

Article 12 – Overseer

The Foundation is placed under the control of the Swiss Department of Home Affairs.

ARTICLE 13 – MODIFICATIONS STATUTAIRES

Les statuts peuvent être modifiés conformément aux dispositions des articles 85 et 86 du Code civil suisse.

Toute décision du Conseil de Fondation concernant la modification des statuts doit être prise à l'unanimité.

Article 13 – Modifications of the statutes

The statutes can be modified in conformity with articles 85 et 86 of the Swiss civil code.

Any decision of the Council of the Foundation regarding modification of the statutes must be taken unanimously.

ARTICLE 14 – DISSOLUTION

Le Conseil de Fondation peut ordonner la dissolution et la liquidation de la Fondation à tout moment dans les limites légales et statutaires.

En cas de dissolution, les biens de la Fondation seront transférés à une institution d'utilité publique poursuivant un but analogue, choisie par les bailleurs de fonds de la Fondation SNX. Ils ne pourront en aucun cas faire retour au fondateur ou à d'éventuels donateurs.

Article 14 – Dissolution

The Council of the Foundation can decide the dissolution and liquidation of the Foundation at any moment within the legal and statutory bounds.

In case of a dissolution, the goods of the Foundation must be transferred to an institution of the common weal with an analogous goal, selected by the funding parties of the SNX Foundation. In no case can the goods be returned to the founder or eventual donors.

ARTICLE 15 – REGISTRE DU COMMERCE

La Fondation sera inscrite au Registre du Commerce du Canton de Vaud.

Article 15 – Trade Registry

The Foundation is registered with the Trade Registry of the Canton of Vaud.

Les présents statuts ont été adoptés par les membres fondateurs à Lausanne, le 28 novembre 2003.

Norwegian Synchrotron Research AS (NSR), Oslo, Norway	Swiss Steering Committee for the Swiss-Norwegian Beam Lines (SSC- SNBL), Lausanne, Switzerland

RÈGLEMENT INTERNE

[Cette partie des statuts n'est pas soumise à l'autorité fédérale de surveillance]

Le règlement interne est approuvé par le Conseil de Fondation qui est le seul compétent pour le modifier le cas échéant. Toutes les clauses du règlement interne sont conformes avec les statuts ; dans certains cas ils apportent simplement un complément d'information compatible avec le but de ces statuts.

INTERNAL BY-LAWS

[This part of the statutes is not submitted to the Federal Overseeing Authority]

The internal by-laws are approved by the Council of the Foundation which is the only competent body to modify them if needed. All the clauses are compatible with the statutes ; in certain cases they just add some complementary information in line with the goal of these statutes.

1. ADMINISTRATION : INFORMATION SUPPLÉMENTAIRE

1.1 Fonction du Conseil

Le Conseil de la Fondation SNX est chargé de la mise en œuvre et de l'application de l'Accord. Il rends ses comptes au Parties signataires de cet accord.

The Function of the Council

The Council of the SNX Foundation is in charge of the implementation and performance of the Agreement. It reports to the Parties of this agreement.

1.2. Membres du Conseil et Observateurs

Le directeur exécutif n'a pas le droit de vote.

Les membres du Conseil peuvent être rappelés par la partie qu'ils représentent. Les principaux bailleurs de fonds de la Fondation, parties au Memorandum of Understanding (voir Préambule de l'Accord), ont le droit de participer avec un observateur chacun aux séances du Conseil. Des personnes avec des compétences spécifiques peuvent aussi participer comme observateurs, si les membres réguliers en décident. Seuls les membres ont le droit de vote.

Si un membre quitte le Conseil avant la fin de son mandat, son successeur servira jusqu'à la fin de sa période.

Les parties auront alternativement les positions de président et vice-président à moins que les parties en décident autrement. Si un président est élu parmi les membres d'une partie, le vice-président sera élu parmi les membres de l'autre partie. Le vice-président est le remplaçant du président.

Council members and observers

The Executive Director is a non-voting member of Council.

Members may be recalled by the Party they represent. The main funding agencies of the Foundation, parties of the Memorandum of Understanding (cf. Preamble of the Agreement) have the right to have one observer each in the Council meetings. People with specific competences may also participate as observers, if the regular members so decide. Only members have voting rights.

If a member leaves the Council before the end of his/her period, his/her successor shall serve till the end of that period.

The Parties shall alternatively have the position of Chairperson and Vice-chairperson unless otherwise agreed by the Parties. When the Chairperson is elected among the members representing one Party, the Vice-chairperson shall be elected among the members of the other Party. The Vice-chairperson is the deputy of the Chairperson.

1.3. Droits et Obligations des Membres du Conseil

Rights and Obligations of Council Members

Le Conseil:

The Council shall:

a) Examine et approuve les budgets annuels, les budgets à long terme et les plans d'action des SNBL, et tranche sur les écarts par rapport à ces plans.

examine and approve the annual budgets, long term budgets and action plans of the SNBL, and decides on any deviation from these plans,

b) Examine et approuve (i) le rapport scientifique annuel qui comprendra les résultats scientifiques obtenus sur les lignes-lumière, (ii) le rapport financier y compris les déclarations de revenu et le bilan and (iii) l'audit annuel. Le Conseil soumettra aux parties ces documents approuvés.

examine and approve (i) the annual scientific report which shall include scientific results obtained at the beam lines, (ii) the complete financial record including earning statements and balance sheets and (iii) the annual

audit. It will send the record of its approval together with these documents to the Parties for their endorsement,

c) cherche des aides financières supplémentaires, y compris des contributions nationales d'organismes publics, sujet à l'approbation des Parties.

search for supplementary financial support, including additional national public contributions, subject to the express approval by the Parties,

d) approuve les améliorations mineures des lignes-lumière pour une somme entre € 6,000 et € 40,000 (voir article 7.3. de l'Accord de Co-operation)

approve minor upgrades of the Beam Lines from € 6,000 up to € 40,000 (cf. Article 7.3 of Co-operation Agreement),

e) décide des améliorations majeures des lignes-lumière, coûtants plus de € 40'000, accompagnées d'initiatives séparées pour leur financement (voir article 7.3. de l'Accord de Co-operation)

decide on major upgrades of the Beam Lines above € 40'000 together with the corresponding separate funding initiative (cf. Article 7.3 of Co-operation Agreement),

f) soumet aux bailleurs de fonds les demandes de subventions pour l'année à venir au plus tard le 1^{er} septembre de l'année précédente.

Submit the annual funding request for the year to come before 1st September to the main funding agencies.

g) S'assure que les demandes de temps de mesure sont évaluées proprement et décide du temps de mesure alloué aux chercheurs suisses et norvégiens, aux actionnaires de NSR et à des individus désignés par NSR ou SSC-SNBL, selon les articles 8 et l'appendix 7 de l'Accord de Coopération.

ensure that the applications for beam time are properly evaluated and decide on the allocation of beam time to Swiss and Norwegian researchers, to the shareholders of NSR and individuals designated by NSR or SSC-SNBL according to Article 8 and Appendix 7 of the Co-operation Agreement,

h) décide de la vente de temps de mesure pour de la recherche privée dans la fourchette de 10 à 20% du temps de mesure disponible pour les SNBL (voir article 8.1. de l'Accord de Coopération)

decide on the sale of Beam Time for proprietary research in the range of 10 to 20 % of the Beam Time available for the SNBL (cf. Article 8.1 of Co-operation Agreement),

i) nomme le directeur des lignes-lumière, établit et signe le contrat d'emploi correspondant. Il supervisera les tâches déléguées en évaluant sa performance tous les deux ans.

appoint the Beam Lines Director, establish and sign the corresponding employment contract. It shall supervise the delegated tasks by assessing the Beam Lines' Directors performance every second year.

j) Prends d'autres mesures, si nécessaire, pour l'application correcte de l'Accord, en consultation avec les Parties

Take other appropriate actions, if necessary, for the correct implementation of the Agreement, in consultation with the Parties.

k) Envoie des copies de toute correspondance officielle aux bons soins de l'administrateur/-rice des SNBL.

Send copies of all official correspondence care of the Administrative Manager of the SNBL.

l) Envoie toute correspondance destinée à la communauté des utilisateurs des SNBL par les bons soins du directeur des lignes-lumière.

Mail any official correspondence to the SNBL user community via the the Beamlines Director

1.4. Séances du Conseil

Le Conseil se réunit deux fois par année. Le président prépare l'agenda avec l'aide du directeur des lignes-lumière et convoque la réunion. Un sujet, qui n'a pas été proprement introduit dans l'ordre de jour, ne peut être traité à moins que le Conseil ne prenne une décision unanime de le faire lorsqu'il adopte l'ordre de jour. Les convocations doivent être envoyées au plus tard trois semaines avant la date de la

réunion. Des réunions extraordinaires peuvent être convoquées sur décision du président du Conseil ou sur la demande spécifique d'au moins deux membres. Une telle réunion doit avoir lieu dans le mois qui suit ; elle peut être une conférence ICT si tous les membres sont d'accord.

Le Conseil ne se réunit pas avec une fraction des sept membres invitée à participer.

Pendant les délibérations un membre du Conseil doit s'absenter si ses intérêts sont en jeu.

Les délibérations sont résumées dans un procès-verbal, qui contient toutes les décisions et leurs motifs. L'administrateur/-rice agit en qualité de secrétaire de la réunion.

Au moins un scientifique de ligne participera aux réunions du Conseil, mais seulement pour les sujets à l'ordre du jour qui concernent son champ de compétence.

Meetings of the Council

The Council meets twice a year. The Chairperson prepares the agenda with the help of the Beam Lines Director and invites for the meeting. An item, which has not been properly introduced into the agenda, cannot be dealt with unless the Council takes a unanimous decision to do so when approving the agenda. The invitations have to be sent out three weeks before the meeting date at the latest. Extraordinary meetings can be convened by decision of the Chairperson of the Council or on specific request of at least two members. Such an extraordinary meeting must take place within a month from the request; it may be held as ICT conference if agreed by all the Members.

The Council does not meet with only a sub-set of its seven Members being invited to participate. During deliberations, any Council member shall absent him/herself if his/her interest is at stake. The deliberations of the Council are recorded as minutes, which contain all decisions and their bases. The Administrative Manager acts as the meetings' secretary.

At least one Beam Line Scientist shall attend Council meetings as Technical Advisor, but only for agenda items concerning his/her field of competence.

2. QUESTIONS FINANCIERES

2.1. Contributions

Les principaux bailleurs de fonds, parties au MoU, et des tiers assureront le financement de la Fondation SNX. Les bailleurs de fonds décident du montant des

contributions annuelles au plus tard le 1^{er} octobre de l'année précédente sur la base de la demande de subventions du Conseil de la Fondation.

FINANCIAL MATTERS

Contributions

The main funding agencies, Parties to the MoU and third parties will provide funds to the SNX Foundation. The funding agencies agree on the annual contributions at the latest on 1st October of the previous year on the basis of a funding request from the SNX Council.

2.2. Comptabilité

La comptabilité est effectuée ou par la Fondation SNX ou est déléguée à une compagnie ou organisation compétente. En cas de délégation, un contrat est conclu. La Fondation SNX est aussi responsable pour la comptabilité de l'ASNG¹.

La comptabilité de projets spéciaux (comme les améliorations majeures) et de projets de recherche est tenue séparément de la comptabilité de l'exploitation des SNBL couverte par le budget annuel.

Accounting

Accounting is carried out either at the SNX Foundation or is outsourced to a competent company or organisation. In the case of outsourcing, a corresponding contract will have to be concluded. The SNX Foundation is also responsible for the accounting of ASNG¹.

Accounting of special projects (like major upgrades) and of research projects shall be kept separate from the accounting of the normal running operations covered by the annual budget.

2.3. Audit

L'auditeur sera désigné par le Conseil de Fondation avant le début de chaque année budgétaire. Le Conseil de Fondation décide du mandat de l'auditeur. Le rapport de l'audit sera soumis à l'approbation du Conseil au plus tard cinq mois après la fin de l'exercice.

Auditing

The auditor shall be designated by the Council of the Foundation before the start of each budget year. The Council decides on his/her mandate. The

¹ voir Article 1 de l'Accord
cf. Article 1 of the Agreement

audit report should be submitted to Council for approval no later than five months after the end of the budget year.

3. Personnel

PERSONNEL

3.1. Le Directeur des Lignes-Lumière

Le directeur exécutif de la Fondation SNX est aussi directeur des lignes-lumière et il est en charge du fonctionnement quotidien de l'Accord sous les instructions du Conseil. Il préside aussi l'ASNG. Il rend ses comptes au Conseil.

Le modèle du contrat d'emploi du directeur des lignes-lumière, contenant une description de ses tâches et devoirs (cahier de charge), peut être trouvé dans le Document Contractuel 3.

The Beam Lines Director

The Executive Officer of the SNX Foundation is also the Beam Lines Director and is in charge of the daily running of the Agreement under the instruction of the Council. He/she also heads the ASNG. He/she reports to the Council.

A model employment contract including a job description (terms of reference) of the Beam Lines Director is given in the Contractual Document 3.

3.2. Personnel des Lignes-lumière

Le personnel (« Beam Lines Team ») comprend le personnel exécutif nommé par le directeur des lignes-lumière et rémunéré généralement par l'ASNG (à partir de fonds apportés par les principaux bailleurs de fonds, parties au MoU) ou en cas exceptionnel par cette Fondation ou par les parties (voir Art. 6.3 de l'Accord).

Le « Beam Lines Team » consiste en :

- personnel avec des contrats à long terme, comme les chercheurs de ligne, administrat-eur/-rice et techniciens,
- personnel avec des contrats à court terme, en grande partie des chercheurs post-doctorants.

Le « Beam Lines Team » encadre tous les utilisateurs des SNBL, y compris les utilisateurs qui ont reçu du temps de mesure par l'ESRF sur les SNBL. Les membres de « Beam Lines Team » rendent compte au directeur des lignes-lumière.

Les positions spécifiques sont :

- Le(s) chercheur(s) de ligne : responsable pour les aspects techniques du fonctionnement des SNBL, des instruments ou sous-lignes
- Administrat-eur/-rice : Responsable des questions administratives et des transactions financières, activités et produits pour la Fondation SNX et les ASNG.

Les membres du « Beam Lines Team » sont engagés sous un contrat standard dont un modèle peut être trouvé sous le Document Contractuel 1. Les cahiers de charge des membres du « Beam Lines Team » sont établis par le directeur des lignes-lumière. Leurs éléments principaux peuvent être trouvés sous le Document Contractuel 2.

Personnel of the Beam Lines

The personnel (Beam Lines Team) includes executive personnel appointed by the Beam Lines Director and remunerated generally by the ASNG (from funds provided by the main funding agencies, Parties to the MoU) or in exceptional cases directly by this Foundation or by the Parties (cf. Art 6.3 of the Agreement).

The Beam Lines Team consists of:

- *personnel with long-term contracts, such as Beam Line Scientists, Administrative Manager and technicians,*
- *staff with short-term contracts, mostly post-doctoral fellows.*

The Beam Lines Team provides service to all SNBL users, including the users of ESRF-allocated beam time. The members of the Beam Lines Team report to the Beam Lines Director.

Specific positions are:

- *Beam Lines Scientist(s): responsible for the technical aspects of the running of SNBL, the instruments or branch lines.*
- *Administrative Manager: responsible for administrative matters and for financial transactions, activities and products at the SNX Foundation and at the ASNG.*

The members of the Beam Lines Team are hired under a standard contract, a model of which can be found under Contractual Document 1. The job descriptions (terms of reference) of the members of the Beam Lines Team are established by the Beam Lines Director. Their main elements can be found in the Contractual Document 2.

4. DROITS DE PROPRIETE INTELLECTUELLE ET BREVETS

Tout membre du personnel qui considère qu'il/elle a fait une invention doit informer le directeur des lignes-lumière par écrit et sans délai.

Toute invention faite par un membre du personnel dans le contexte de ses charges appartient automatiquement à la Fondation ,qui en a le droit gratuit d'utilisation. La Fondation peut soumettre en son propre nom, à ses propres frais et pour son propre bénéfice une demande pour les droits de propriété intellectuelle dans tout pays où elle considère qu'une telle protection est nécessaire. Sur tout brevet soumis au nom de la Fondation, le nom de la personne qui a fait la découverte doit être mentionné.

Si la Fondation SNX décide de ne pas acquérir les droits à cette invention ou demander la protection pour cette invention dans tout pays, l'inventeur/trice peut, avec l'accord de la Fondation, demander une telle protection en son propre nom, à ses propres frais et pour son propre bénéfice. Dans tels cas, une protection de brevet ne peut être exercée contre la Fondation SNX.

INTELLECTUAL PROPERTY RIGHTS AND PATENTS

Any staff member who considers that he/she has made an invention, must inform the Beam Lines Director in writing without delay.

Any invention made by a staff member within the context of his/her duties shall belong automatically to the Foundation, which shall have free use thereof. The Foundation may apply in its own name, at its own cost and for its own benefit for intellectual property rights in any country where it considers such protection necessary. In any patent applied for in the name of the SNX Foundation, the name of the staff member who has made the invention shall be mentioned.

If the SNX Foundation decides not to acquire the rights to the invention nor seek protection for the invention in any country, the inventor(s) may, with the agreement of the SNX Foundation, seek such protection in their own name, at their own cost and for their own benefit. In such cases, any patent protection may not be exercised against the SNX Foundation.

5. Dissolution et Liquidation

La Fondation cesse aussi d'exister si l'Accord qui a abouti à la Fondation, a été terminé.

Dissolution and Liquidation

The Foundation also ceases to exist when the Agreement, which led to its foundation, has been terminated.

Appendix 4: ASNG, Statutes

[available only as hardcopy]

Appendix 5: Layout and technical specification of beam line and experimental stations

[available only as hardcopy]

Appendix 6: Inventory of capital equipment 2007

Inventory of Capital Equipment up to 2007

Shared ownership means sharing in the ratio 72 : 28 between the Swiss and the Norwegian Party for items purchased prior to 2002, but 50:50 for items acquired more recently.

OPTICS	INITIAL COSTS (in CHF)	OWNERSHIP	Year of Purchase
Beam Line controls & Stepper motors	140,000	shared	2007-2008
Monochromators - A-Mono	330,000	Swiss	1994
Monochromators - B-Mono	150,000	shared	2006-2007
Mirrors	218,500	Swiss	1994
Vacuum Hardware	977,000	shared	1993
Vacuum Controls	100,000	shared	2007
Support Stands & Experimental benches	183,000	Swiss	1993
INSTRUMENTATION			
Powder diffractometer	270,000	Norwegian	1995
Single - crystal diffractometer	440,000	Swiss	1995
EXAFS rig	80,000	shared	2007
Computers	100 00	shared	2007
Beam Monitors x 2	40,000	shared	1995-2007
Acquisition Electronics B-Station	18,000	shared	2005-2007
Laboratory Equipment	398,000	shared	1995-2003
HeliJet	95,000	Swiss	2001
Spectrometer PRL	39,000	Norway	2002
Workstations	12,000	Norway	2002
CCD detector for KUMA6-CH	287,000	Swiss	2003
MAR Image Plate	298,000	Norway	2003
Cryovac Konti Crystal	81,000	Norway	2005
Cryovac cryostat	8,700	Swiss	2005
Milling Machine	26,000	shared	2005
Oxford Cryostream	33,300	shared	2006
13 Channel Solid state detector + Electronics	250000	shared	2003
Raman Spectrometer	480000	shared	2007
Heat Gun	20000	shared	2004
Microscopes and accessories	25000	shared	1993-1997
INFRASTRUCTURE			
Hutches	838,000	shared	1993
Design, inspection & assembly	138,000	shared	1993
Air conditioning	120,000	shared	2003-2007
Furniture	50,000	shared	up to 2007
Office Equipment	10,000	shared	2003
Miscellaneous	120,000	shared	1995-2003
Total	6,273,500		

Obsolete equipment has not been taken into account

Appendix 7: Beam time allocation. Proposal review

This Appendix details (1) the guidelines for the writing and rating of proposals and the manner in which experiments are scheduled; (2) elaborates upon the publication policy; and (3) defines the SNX Foundation's policy concerning proprietary research.

Proposal Submission

Proposals for experimental time on the Swiss-Norwegian Beam Lines may be submitted at any time to the Beam Lines Director. The reviewing and rating process, however, will take place at least two times a year. The Beam Lines Director sends the proposals (as far as possible) to external reviewers. The Beam Lines Scientist(s) judge the technical feasibility. The Council acts as a proposal reviewing panel and decides on the acceptance of proposals on the use of available beam time. The detailed scheduling will be the responsibility of the Beam Lines Scientist(s)..

Long-term proposals for a period of up to 2 years may be submitted. For every 6-month period of an accepted long-term proposal, short intermediate proposals containing a report on the work so far accomplished must be submitted. These intermediate proposals are not sent out to an external referee.

Up to 5% of the beam time available for the SNBL is reserved for fast access of urgent proposals, within 3 months of submission. These proposals are reviewed by the Beam Lines Director [who shall consult the Beam Lines Scientist(s)]. The granted urgent proposals are reported at the next Council meeting.

Up to 15 % of the beam time available for the SNBL is reserved for research of the Beam Lines Team. Corresponding proposals are submitted to the Beam Lines Director and are not reviewed by an external referee. This shall not be an additional source for obtaining beam time by normal users. The granted proposals and the use of the beam time for in house research are reported at the next Council meeting.

The Council may decide to reserve beam time for collaborative research with the industry partners of SSC-SNBL and RCN.

Proposals must contain (1) a description of the experiment and (2) station and beam time requirements. A special application form is made available, including at the SNBL web-site. The description should include a statement of the scientific goal of the proposed project, the reason why synchrotron radiation is needed, a summary of previous experimental results (if available) and the duration of the proposal. The basis for the beam time estimate should be clearly spelled out; it should not include a contingency factor for instrumentation or storage ring failure. Such contingency time will be part of the normal scheduling procedure. It should be emphasized that all experiments submitted are expected to meet the safety and technical standards of ESRF.

Proposal Review

On the basis of external referee reports and of other relevant material the Council in its function as proposal reviewing panel will rate the proposals on a scale of A (highest) to C (lowest). Proposals rated A will have beam time allocated in the ensuing experimental

period, proposals rated B will have beam time if beam time is still available, otherwise they can be resubmitted once. Proposals rated C will be considered as lacking sufficient scientific interest to be granted beam time.

Publication Policy

An activity report summarizing the principal results obtained during an experimental run on the Swiss-Norwegian Beam Lines should be sent to the Beam Lines Director within 6 months of the experiment; he will include it in the yearly summary of research activities submitted to the Council, funding agencies and ESRF. Non-compliance will lead to the user being denied additional beam time.

In order to give credit to the builders of the Beam Lines, and to ensure continued support from the respective funding agencies, every publication resulting from measurements carried out on the Swiss-Norwegian Beam Line should acknowledge the source of the data with a mention « This work has been supported by the Swiss-Norwegian Beam Lines at ESRF ». Furthermore, if a member of the Beam Lines Team has contributed substantially to the work in question, he should be included as co-author in the publication.

Proprietary Research

Proposals for Proprietary Research are welcome and should be submitted to the Beam Lines Director who will inform ESRF. Such proposals should specify the experimental requirements, but do not need to divulge the name of the compound of interest. The SNX Foundation will make every effort to protect the confidentiality of such research, but will not accept any responsibility for unwanted disclosures to third parties.

The user is expected to pay ESRF and SNX Foundation on the basis of full cost recovery. Details of such arrangements remain to be worked out in concert with ESRF.

Organization chart of the SNX Foundation and its funding and supervising structure

