AMENDMENT N° 1

to the

AGREEMENT between the ESRF and the CNR
concerning the operation of the CNR Operative Group in
Grenoble (OGG) on the ESRF premises

signed on 06 March 2017

The EUROPEAN SYNCHROTRON RADIATION FACILITY, hereinafter referred to as the ESRF,
Société Civile subject to French law, located at 71, avenue des Martyrs, CS 40220, F-38043
GRENOBLE CEDEX 9, represented by Mr. Francesco SETTE, Director General, and Mrs.
Claudine DARGENT, Director of Administration,

on the one hand,

and

the CONSIGLIO NAZIONALE DELLE RICERCHE (CNR), Public non-profit organization subject to
Italian law Located in Piazzale Aldo Modo, 7 – 00185 Rome Represented by Prof. Maria
Chiara Carrozza, President

on the other hand,

referred to hereinafter individually as “Party” and collectively as “the Parties”

HAVE AGREED UPON THE FOLLOWING PROVISIONS:
PREAMBLE

On 6\textsuperscript{th} March 2017, the ESRF and CNR signed an agreement (hereinafter referred to as “the Agreement”) which regulates the conditions for the operation of the OGG and use by the CNR of the premises made available by the ESRF, as described in Annex 3, and the associated services rendered by the ESRF in the same context.

The Agreement was concluded for a period of five (5) years, with retroactive effect as from 01 January 2016, i.e. until 31 December 2020.

In accordance with the ESRF, CNR has continued operating the OGG. The Parties now wish (i) to extend the duration of the Agreement for a further five (5)-year period, with retroactive effect as from 31 December 2020 and (ii) where necessary, update the conditions and documents governing the Agreement.

THEREFORE:

ARTICLE 2

Basic documents

is amended as follows:

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

I. This Agreement and amendment n° 1

II. Its annexes:

- Annex I - General Conditions for Beamlines established at the ESRF by Collaborating Research Groups, dated June 2013
- Annex II - Regulations for Cost Refunding by Collaborating Research Groups, updated June 2021 and applicable with retroactive effect as from 01 January 2021
- Annex III - Plan of Sector 07-5 (ref. S075 BATI PAR 09116-10)

ARTICLE 3

Duration

is amended as follows:
3.1 The Agreement is concluded for a period of 5 (five) years, with retroactive effect as from 01 January 2016, i.e. until 31 December 2020.

3.2 The Agreement, signed on 6th March 2017, and valid until 31 December 2020, is extended for a further period of five (5) years, starting from 1 January 2021 until 31 December 2025.

3.3 It may be extended, for further 5-year periods maximum, by the written agreement of the Parties only.

3.4 Each Party reserves the right to terminate the Agreement giving twelve months’ notice by registered letter.

3.5 Furthermore, the duration of the availability of the premises to the CNR is limited to the duration of the lease between the ESRF and the CEA for the land upon which the ESRF is implanted (currently up to 31 December 2030).

ARTICLE 5
Conditions of use of the premises assigned to the OGG

is amended as follows:

5.8 At the end of the Agreement, or in the event of prior termination (cf. § 3.4), whatever the reason, ownership of any fittings or improvements, including those carried out with the ESRF’s agreement, shall devolve legally and without right to compensation, to the ESRF.

ARTICLE 9
Financial provisions

is amended as follows:

9.1 As indicated in Article 1 of the present Agreement, the ESRF will invoice CNR for the following services, as fully described in Annex II (relevant paragraphs indicated below):

- Exactly quantifiable costs for services used by the OGG (§ 2.1, 2.3, 2.9), i.e. telephone, insurance (if the OGG elects to benefit from the ESRF insurance policies), use of the Guest House (if used by OGG)
- Secretarial Support (§ 2.12)
OGG Operation Agreement
Amendment n°1

- Administrative and Directorate Services (§ 3.1.1)
- Computing network (§ 3.1.9), at the reduced rate of **1 860 €/year**
- Accommodation (§ 3.2.1)

CNR commits to paying the cost of this agreement, estimated at the time of signature of this Amendment at 40,000.00 €/year, subject to adjustment based on the actual costs defined above and invoiced by ESRF.
Invoices shall be addressed to the CNR as follows: protocollo-ammcen@pec.cnr.it

Annex 2 and Annex 3 of the Agreement are replaced by documents Annex 2 and Annex 3 annexed to this Amendment.

All terms and conditions of the Agreement not modified or deleted by this Amendment remain unchanged and applicable.

Established in Grenoble,

**For the ESRF,**
Francesco SETTE
Director General
Date: Signed by Francesco Sette
11/May/2023
Signature:

**For the CNR,**
Maria Chiara Carrozza
President
Date:

Signature:

Claudine DARGENT
Director of Administration

Date: Signed by Claudine Dargent
11/May/2023
Signature:
Annex 2 to the Agreement between the ESRF and the CNR Operative Group in Grenoble (OGG)

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 resulting from 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 900 € 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 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 up of the payment procedures. Besides the direct personnel costs (salaries, social charges) for staff dealing with CRG matters (with the exception of
services included in §§ 2.12, 2.13 and 2.14 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 20 %) will be charged according to French law.

1.4 Price revision

The prices indicated in the present annex will be reviewed annually, in the month of April, 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 withdrawn

Price according to value of the item(s)
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 the 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.)

Price per hour or per intervention: according to pre-advised cost

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

Price: actual price according to the contract (subject to availability) between the ESRF and the subcontractor in charge of managing the Guesthouse

2.10 Cleaning

Price per unit (m²) identical to that which is charged to the ESRF

2.11 Specific maintenance and operation review of beamlines. This service includes:

- Annual electrical controls and replacement of equipment, if necessary (UPS, water leaks, fire detection, electrical cupboards, etc...)
- Annual HVAC controls and replacement, if necessary (maintenance of fan coil units, valves, filters, etc...)

Price: actual price according to the contract between the ESRF and the subcontractor(s).

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

2.12 Secretarial Support

To cover the cost of secretarial work incurred, for example assistance with the work relating to user visits, the ESRF charges for the actual costs of the employment of up to the equivalent of 1.7 full-time secretarial positions until 31st March 2021 and 2.1 full-time secretarial positions from 1st April 2021 onwards, as follows:

- For the period 01/01/2021 – 31/12/2021 the cost of employment is divided into 14 equal shares of which one is attributed to each of the 13 CRG beamlines, and one to the CNR Operative Group in Grenoble (OGG).

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1 Currently 39.88 € per night, including breakfast, for a single room, or 32.78 € per night, including breakfast when sharing a room (January 2021 – tariffs are revised annually in January).
The usual overhead charge of 15% is currently reduced to 5%.

2.13 Technical Support

In order to cover the cost of technical support the ESRF charges for the actual costs of the employment of (at present) one full-time technician, including social charges. These employment costs are divided into 13 equal shares of which one is attributed to each of the 13 CRG beamlines.

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

2.14 Services provided by the Safety Group:

To cover the cost of services provided by the Safety Group, the ESRF charges for the actual salary costs (including social charges) of 1.2 full-time technician positions in the Safety Group. These employment costs are divided into 13 equal shares of which one is attributed to each of the 13 CRG beamlines.

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

2.15 Computing assistance with beamline control systems

To cover the cost of computing assistance with beamline control systems, the ESRF charges 50% of the actual employment costs (i.e. including social charges) of an engineer from the Beamline Control Unit (BCU) of the Instrument Services and Development Division (ISDD). These employment costs are divided into 13 equal shares of which one is attributed to each of the 13 CRG beamlines.

Four of the CRGs² have requested to benefit from an increased level of assistance and consequently agree to contribute each one sixth of 50% of the employment cost of a further engineer. The remaining two sixths are borne by the ESRF.

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

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

3. Fixed charges

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

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² SNBL (for both SNBL-I and SNBL-II), SpLINE, DUBBLE (for both BM26 and BM14), and XMAS
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 the *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 2 970 €/year

3.1.2 Use of cranes and handling facilities

Price for each CRG: lump sum 2 018 €/year

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

Price for each CRG: lump sum 4 093 €/year

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

Price for each CRG: lump sum 430 €/year

3.1.5 Verification of electrical equipment on beamlines

Price for each CRG: lump sum 186 €/year

3.1.6 Verification of radioprotection installations on beamlines

Price for each CRG: lump sum 235 €/year

3.1.7 Verification of gas installations on beamlines

Not applicable in 2020, due to the ESRF-EBS shutdown and in 2021, due to contract renewal pending

3.1.8 For information: verification of cryogenic dewars - mandatory verification to be carried out every 10 years; the last campaign was performed in 2015.

Since 01 January 2012, the CRGs have the option to enter into separate agreements with suppliers of their choice for the services described in §§ 3.1.5, 3.1.6 and 3.1.7. The prices described in these paragraphs reflect the actual costs for the ESRF of these services, per beamline, according to the contracts signed with the respective suppliers.
3.1.9 All CRGs pay a “network charge”. The network charge entitles them to connect to the ESRF computer network and use all network services like data transfer, access to the internet, etc. The ESRF therefore provides the network electronics on the beamline according to ESRF standards. If the CRG has specific needs, for instance one or several 10 Gbps links to NICE, these will be provided at equipment cost.

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:

5552 € /year

This payment is not subject to a 1/3 refund due to the ESRF use of the CRG (c.f. § 4.1).

3.1.10 NICE access

Use of existing NICE software including, par default, 5 TB of data storage and up to 10 TB on demand, which is archived at the end of the experiment. This payment is not subject to a 1/3 refund due to the ESRF use of the CRG (c.f. § 4.1).

Price for each CRG: 1615 € /year

3.1.11 For the 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:

1018 € /year

3.1.12 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 576 € /year

Where 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

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 13 CRGs.

The premises made available to the CRGs, as foreseen in Article 8 of the General Conditions, as well as the corresponding financial contributions to be paid by each specific CRG are listed in Annex 1 to this document.

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 2018 € /year

3.3.2 Alignment service

Price for each participating CRG: lump sum 2018 € /year

3.3.3 Occasional use of ESRF specialist laboratories

Price per laboratory for each participating CRG: lump sum 2018 € /year

An up-to-date 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:

3023 € /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.

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 3 523 €/year.

If a specific ESRF user proposal requires the CRG to purchase individual items costing more than 1 620 €, 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.