

**AMENDMENT N° 4**  
**to the**  
**CONTRACT**  
**between the ESRF and CRG/SN**  
**concerning the operation of beamline BM01 (formerly D01)**  
**at the ESRF**  
**signed on 21 December 1994 and lastly amended on 13 September 2000**

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 9,

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, Villingen, Switzerland,

represented by Mr. Gervais CHAPUIS,

and

the Norwegian Synchrotron Research AS,

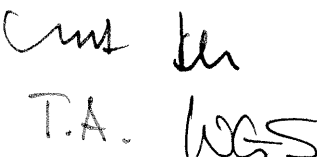
located at Stensberggata 26, P.O. Box 2700, St. Hanshagen, N-0131 Oslo, Norway,

represented by Mr. Tore AMUNDSEN,

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

**on the other hand,**

HAVE AGREED UPON THE FOLLOWING PROVISIONS:

  
T.A. WGS

## **PREAMBLE**

*The initial "Contract between the ESRF and CRG SN concerning the operation of the beamline BM01 (formerly D01) at the ESRF", hereinafter called "initial contract", was signed on 21 December 1994 and became effective on 1<sup>st</sup> January 1995 for a period of five years. Further amendments prolonged the duration of the initial contract until 31 December 2004. It was most recently amended on 13 September 2000 to regulate the renting of extra space by the CRG. Taking into account the interesting scientific results obtained during the period covered by the initial contract, the Swiss Steering Committee and the Norwegian Synchrotron Research AS requested the extension of the contract for a further period of five years.*

*At its meeting held in November 2004, the ESRF Council approved the renewal of the contract for a period of five years.*

*The provision of laboratory and office space by the ESRF to the CRG has been regulated in*

- *Article 4.2(g) of the initial contract,*
- *Amendment No. 1 to the initial contract, and*
- *Amendment No. 3 to the initial contract.*

*Due to the renaming of the laboratory and office space in and around the ESRF's experimental hall and in order to simplify the document structure, Article 2, Article 4, Annexes 4, 5 and 6 are amended such that all detailed regulations concerning the provision of accommodation to the CRG are now specified in one single newly formulated Annex 4.*

*In addition some of the CRG representatives have changed since the signature of the last amendment.*

*As a consequence, Articles 2, 4, 6, 7 and 9 of the initial contract are amended as follows:*

## **ARTICLE 2**

### **Basic documents**

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

I. This contract including the General Conditions.

II. Its annexes:

Annex 1 – Regulations for cost refunding by Collaborating Research Groups,  
dated June 2003

Annex 2 – ESRF's Technical Annex, dated November 1994

Annex 3 – Beamline Technical Annex dated November 1998

Annex 4 – Regulations concerning the provision of laboratory and office space  
by the ESRF to the CRG/SN

*Cristian Ier*  
*T.A. WES*

*Articles 2.2 and 2.3 remain unchanged.*

## **ARTICLE 4**

### **Obligations of the ESRF**

- 4.1 The general obligations of the ESRF are set out in the General Conditions.
- 4.2 The CRG calls on, and the ESRF provides, optional services (cf. § 5.7 of the General Conditions), as follows:
- a) Office and laboratory space in Sector 03-5. The location and the rental arrangements for this space are regulated in Annex 4 to the present contract.
  - b) All optional services, detailed in § 5.7 of the General Conditions, as and when required, charged according to Annex 1.
- 4.3 Services other than those specified above may be provided to the CRG on request, under specific agreement.

## **ARTICLE 6**

### **Spokespersons**

- 6.1 The spokespersons of the CRG are Mr. Rafael ABELA and Mr. David NICHOLSON.

The local contact is Mr. Vladimir DMITIREV, who will normally be present at the ESRF. The local contact will be responsible for implementation of the safety rules.

The CRG reserves the right to change the spokesperson or the local contacts 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 by Mr. Vladimir DMITIREV, 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.

*Article 6.3 remains unchanged.*

## **ARTICLE 7**

### **Schedule**

According to Article 10.3 of the General Conditions, the CRG will make available the beamline to the general ESRF users during 1/3 of the scheduled beam time.

## **ARTICLE 9**

### **Final provisions**

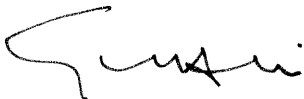
- 9.1 The initial contract, valid for a period of five years, later extended to ten years, became effective on 1 January 1995. Its duration is extended for a further period of five years until 31 December 2009.
- 9.2 Each party reserves the right to terminate the contract by registered letter giving twelve months notice.

*Articles 9.3 and 9.4 remain unchanged.*

*All other terms and conditions of the initial contract and of Amendment N° 3 not in contradiction to the provisions of the present amendment remain unchanged and applicable.*

Established in Grenoble, in three originals, on 14 December 2004

For the  
Swiss Steering Committee



Mr. Gervais CHAPUIS

For the  
Norwegian Synchrotron SA

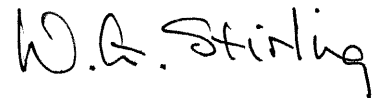


Mr. Tore AMUNDSEN

For the  
ESRF



Mr. Helmut KRECH



Mr. William G. STIRLING