

**Regulations
for the provision of laboratory and office space
by the ESRF to the CRG/SN**

Preamble

The ESRF provides accommodation for CRGs in the form of small laboratory and office modules near the outer wall of the experimental hall. These modules are built on land owned by the CEA and made available to the ESRF by means of a 30-year lease contract signed by the ESRF and the ILL on 17 May 1988.

The provision of accommodation is *“based on the principle that the ESRF shall not incur extra costs as a result of CRG activity other than the investment costs of the beamline front ends and the operating costs of the CRG beamlines during their utilization by ESRF users.”* (see § 1.1 of the Cost Refunding Regulations).

The ESRF and the CRG/SN, hereinafter also referred to as “the CRG”, have concluded a contract on the operation of beamline BM01 at the ESRF, hereinafter referred to as the “operation contract”.

This Annex specifies the space made available to the CRG/SN by the ESRF, the conditions of its use and the corresponding financial regulations.

**ARTICLE 1
Location of the space and duration of its provision**

1.1 The ESRF makes available the following space in sector 03-5 to the CRG :

- rooms 02, 05, 06, 06a and 06b for the period from 1 July 1996 until 30 June 2006,
- rooms 03 and 04 for the period from 1 January 2000 until 31 December 2009

The layout of these rooms is shown in drawing No. 9503 L20 88282 PAR 011E attached to this Annex.

1.2 An extension of the provision of space beyond the periods indicated in Article 1.1 requires the express agreement of both parties. The ESRF endeavours to ensure the provision of appropriate space throughout the duration of the operation contract.

1.3 In the event that the operation contract is cancelled for whatever reason, the provisions of the present Annex, with the exception of Article 4.1, shall also be

cancelled and the CRG shall lose all its rights in relation to the space that is subject of the present Annex.

- 1.4 Furthermore, the duration of the provision of space is also limited to the validity of the lease contract between the ESRF and the ILL on the one hand and the CEA on the other (currently up to the year 2018).

ARTICLE 2

Conditions of use

- 2.1 The CRG shall take the premises as specified in Article 1.1 and shall be responsible for their eventual conformity with the regulations concerning security in a working environment. The CRG agrees not to claim against the ESRF (owner of the premises) or against the CEA (owner of the land) for possible faults or latent defects in the floor, the basements or the easements. In the same way, the CRG agrees not to claim against the ESRF or the CEA for any charges, which arise from adaptations of the premises.
- 2.2 The premises are made available to the CRG *intuitu personae*; consequently, the CRG may cede its rights only on the express condition that the ESRF gives its prior written agreement. Without this agreement, the CRG shall not in particular:
- concede the enjoyment of the premises to any third party, under any circumstances, even without charge or on a temporary basis,
 - let them in part or entirely,
 - cede its right to the present use of the premises.
- 2.3 The CRG shall use the premises only for the purpose of the operation contract. All other activity, in particular commercial activity, is forbidden and shall be sanctioned by immediate legal termination of the provision of the laboratory and office space by the ESRF, under the conditions specified in Article 4 below, and excluding all rights by the CRG to damages from the ESRF.
- 2.4 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 technical specifications concerning the installations. The CRG shall carry out work requiring civil engineering works or requiring modifications to the fabric of the building only with the prior written agreement of the ESRF.
- 2.5 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.

- 2.6 The CRG must respect the ESRF Safety Regulations. In particular, the CRG is forbidden to dispose of products, which may constitute a contamination hazard or which are subject to specific arrangements, into the pipes leading to underground networks.

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 are being fully respected and that the building is cleaned and maintained properly.

- 2.7 The obligations of the CRG defined in the operation contract and its Annexes apply equally to the premises, which are the subject of the present Annex. As a consequence, the CRG shall insure itself against civil liability and damage to the premises, in accordance with Article 12 of the General Conditions, which themselves are integral part of the operation contract. A copy of the insurance policies taken out by the CRG shall be handed to the ESRF.

ARTICLE 3

Financial provisions

- 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,
 - the maintenance costs of the premises, and
 - the provision of basic utilities.
- 3.2 The contribution towards the initial construction costs covers the amortization and the interest of a ten-year bank loan that was used to finance the construction of the premises. It will disappear once the bank loan is fully settled.
- 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 or intentionally. Corresponding costs shall be additionally borne by the CRG.
- 3.4 The cost of the provision of basic utilities shall be reviewed annually. Currently the annual contribution for basic utilities amounts to 30,49 € per m².
- 3.5 In accordance with the Cost Refunding Regulations (Annex 1 to the operation contract) these payments shall be quarterly invoiced by the ESRF to the CRG. Value Added Tax at the appropriate rate in force at the date of invoicing shall apply to all three types of contributions.
- 3.6 The financial contribution of the CRG/SN towards the costs mentioned in the paragraphs above are (at present, subject to the regular review of the costs referred to in Article 3.4) 8 414.01 €/quarter (excl. VAT).

ARTICLE 4

Cancellation

- 4.1 If the CRG abandons the use of the premises provided by the ESRF before the end of the periods mentioned in Article 1.1, it shall pay the ESRF an amount permitting the ESRF to pay off the remaining debt from the bank loan.
- 4.2 The ESRF may legally end its obligations arising from this Annex, without compensation, only in the following situations:
- non respect by the CRG of the provisions of Articles 2.2 to 2.4 of this Annex,
 - if the CRG impedes ESRF personnel to access the premises in application of Article 2.6 of this Annex,
 - if the CRG uses the premises for any purpose other than those declared in the operation contract or which may be a source of danger to the ESRF, its personnel or its environment.

The provisions of Article 4.1 shall also apply in these situations.

ARTICLE 5

Vacation of premises at the end of the period of availability

- 5.1 With the exception of the situations foreseen in Article 2.6 of this Annex, the ESRF renounces its right of access to and use of the premises made available to the CRG throughout their provision.
- 5.2 At the end of the operation contract or in the event of prior termination, whatever the reason, ownership of any fittings or improvements, even those carried out with the ESRF's agreement, shall devolve legally, without right to compensation, to the ESRF.
- 5.3 Movables shall remain the property of the CRG.

Curth

T.A. WGS