

Ref.: SNX Coop Agreement Version 5-1

18-Feb-2005

## **Co-operation Agreement**

between

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

and

**Norwegian Synchrotron Research AS (NSR),  
Oslo, Norway,**

on

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

(hereinafter called Agreement)

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## 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

#### **NSR (Norwegian Synchrotron Research AS)**

- is a Norwegian limited company, established and having activities under the Norwegian Limited Companies Act and its Articles of Association amended the last time 8 November 2002 at Oslo (cf. Appendix 1c),
- has the right to sign the Agreement, bind the company and perform the obligations described below,
- is the Norwegian User and Funding Party to the Agreement.

### WHEREAS SSC-SNBL and NSR

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 NSR

will conclude with the BBW a Memorandum of Understanding on the funding of the SNX Foundation and has exchanged with BBW 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 ESRF the operation, maintenance and upgrading of the split BM1 (Bending Magnet 1)

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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 NSR, the Parties, hereto agree as follows:

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## **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 ALLSN (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).

### **BBW**

means the Bundesamt für Bildung und Wissenschaft (Federal Office for Education and Science), the main Swiss Funding Party of the SNX Foundation.

### **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 BBW and the NSR as the main contributors to the SNX Foundation.

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**NSR**

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

**Parties**

means the SSC-SNBL and the NSR 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).

**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.

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## **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.

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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 June 2003, 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

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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.

The SNX Foundation will initially be established in Lausanne, Switzerland. Within the first year of its establishment, the Parties will explore the possibilities and conditions of moving the seat of the Foundation to Grenoble, France.

### **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 BBW and NSR 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 BBW and NSR 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

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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 budget<sup>1</sup>. The annual contribution of the main funding agencies is set between them through an exchange of letters to be established before 1<sup>st</sup> October each year on the basis of the funding request submitted by the SNX Council to them.

### **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 2007 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)**

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<sup>1</sup> A baseline budget of approx. CHF 1'450'000 is planned for the four year period 2004-2007. An approximate itemization of the expenses is given in the budget document (cf. Article 3.1)

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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 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.

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The Council allocates beam time to Swiss and Norwegian researchers, to the shareholders of NSR and to individuals designated by NSR 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.

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## 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 BBW and the NSR 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.

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### **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.

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## **Article 14 DURATION OF THE AGREEMENT**

### **14.1 Duration and termination**

The Agreement covers the 4 years period between 1 January 2004 and 31 December 2007. 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 2007, 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

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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

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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.

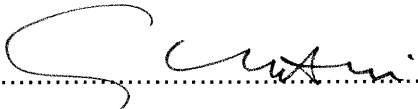
This clause shall not exclude a Party's right to obtain payment through any debt recovery procedure in the country of his choice or limit a Party's right to apply for interlocutory measures (i.e. provisional, including protective, measures).

## 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 15. March 2005.

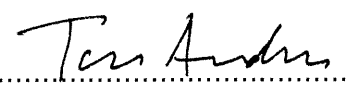
The Agreement is established in two copies, in the English language.

Lausanne, (date) .../15.03.05.....

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

Oslo, (date) ...01.03.05.....

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Prof. Tore Amundsen  
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