CONVENTION

concerning the construction and operation of a

EUROPEAN SYNCHROTRON RADIATION FACILITY

The Government of the Kingdom of Belgium

The Government of the Kingdom of Denmark

The Government of the Republic of Finland

The Government of the French Republic

The Government of the Federal Republic of Germany

The Government of the Italian Republic

The Government of the Kingdom of Norway

The Government of the Kingdom of Spain

The Government of the Kingdom of Sweden

The Government of the Swiss Confederation

The Government of the United Kingdom of Great Britain and Northern Ireland

hereinafter referred to as "Contracting Parties", it being understood that the Governments of the Kingdom of Denmark, the Republic of Finland, the Kingdom of Norway and the Kingdom of Sweden shall act jointly as one single Contracting Party

Desiring to consolidate further Europe's position in research in the world, and to intensify scientific co-operation across disciplinary and national boundaries

Recognizing that synchrotron radiation will in future be of great significance in many different fields and for industrial applications

In the hope that other European countries shall participate in the activities which they intend to undertake together under this Convention

Building on the successful co-operation of European scientists in the framework of the European Science Foundation and the preparatory work carried out under its auspices and under the Memorandum of Understanding agreed in Brussels on 10 December 1985 and having regard to the Protocol dated 22 December 1987

Having decided to promote the construction and operation of a European synchrotron radiation facility housing a high performance source of X-rays for the use of their scientific communities

Have agreed as follows:

Article 1
ESTABLISHMENT OF THE FACILITY

The construction and operation of the European Synchrotron Radiation Facility shall be entrusted to a *Société Civile* hereinafter referred to as "the Company" which shall be subject to French law, unless otherwise provided under the Convention and the Statutes annexed hereto. The Company shall undertake activities for peaceful ends only. The corporate members of the Company, hereinafter referred to as "the Members", shall be appropriate bodies designated for the purpose by each Contracting Party.

Article 2
NAME AND SEAT

The Company shall be known as the European Synchrotron Radiation Facility (ESRF) and shall have its registered office in Grenoble.

Annex 1 to the Convention

STATUTES

of the

EUROPEAN SYNCHROTRON RADIATION FACILITY

Société civile

THE UNDERSIGNED

The **Centre National de la Recherche Scientifique**
15 quai Anatole France, F-75700 PARIS
represented by its Director General

The **Commissariat à l'Energie Atomique**
31-33 rue de la Fédération, F-75752 PARIS Cedex 15
represented by its Administrator General

The **Kernforschungsanlage Jülich GmbH**
Postfach 1913, D-5170 JÜLICH
represented by its Board of Directors

The **Consiglio Nazionale delle Ricerche**
Piazzale Aldo Moro 7, I-00185 ROMA
represented by its President

The **Istituto Nazionale di Fisica Nucleare**
Casella postale 56, I-00044 FRASCATI
represented by its President

The **Consorzio Interuniversitario Nazionale per la Fisica della Materia**
Via Dodecaneso 33, I-16146 GENOVA
represented by its Director

The Belgian State represented by the Secretary General of the **Services de Programmation de la Politique Scientifique**
Rue de la Science 8, B-1040 BRUXELLES

The **NORDSYNC** consortium formed by

Statens Naturvidenskabelige Forskningsråd
Holmens Kanal 7, DK-1060 KØBENHAVN K.
Denmark
represented by its Chairman

Suomen Akatemia
PL 57, SF-00551 HELSINKI
Finland
represented by its Chairman

Norges Allmennvitenskapelige Forskningsråd
Sandakerveien 99, N-0483 OSLO
Norway
represented by its Chairman

Naturvetenskapliga Forskningsrådet
Box 6711, S-113 85 STOCKHOLM
Sweden
represented by its Secretary General

The Kingdom of Spain represented by the President of the
Comisión Interministerial de Ciencia y Tecnología
Rosario Pino 14-16, E-28020 MADRID

The Swiss Confederation represented by the Director of the
Bundesamt für Bildung und Wissenschaft
PO Box 2732, CH-3001 BERNE

The **Science and Engineering Research Council**
Polaris House, SWINDON SN2 1ET
represented by its Chairman

hereinafter referred to as the "Members"

Noting that the four Nordic organizations have formed a consortium NORDSYNC for their participation in the Company and that although they have all signed these Statutes only NORDSYNC represented by Statens Naturvidenskabelige Forskningsråd is a Member of the Company

Having regard to the Convention, hereinafter referred to as "the Convention", concerning the construction and operation of a European Synchrotron Radiation Facility, signed in Paris on December 16, 1988, between the Contracting Parties defined in the preamble of the Convention and hereafter referred to as the "Contracting Parties"

HEREBY AGREE to establish a *Société civile* under Articles 1832 to 1873 of the French *Code Civil*, hereinafter called "the Company", to be governed by the Convention and these Statutes.

CHAPTER I - GENERAL PROVISIONS

Article 1
NAME AND SEAT

1. The Company shall be known as the European Synchrotron Radiation Facility.

2. The Company shall have its registered office at Avenue des Martyrs, Grenoble, France.

3. No contract having a value of more than 3 million French francs or such other figure as may be decided by the Council shall be awarded without the approval of the Purchasing Committee. No contract having a value of more than 30 million French francs or such other figure as may be decided by the Council shall be awarded without the approval of the Council.

4. In exceptional cases, the Council may approve a dispensation from the foregoing procedure. The Director General shall report to the Purchasing Committee and the Council regularly on the distribution of contracts. In the case of a significant imbalance in the value of contracts among the countries of the Contracting Parties in comparison with their contributions the Council shall upon request of any Contracting Party consider appropriate measures to be implemented by the Purchasing Committee and the Director General, having regard to *juste retour*.

Article 14
INTELLECTUAL PROPERTY

1. The Company shall be the owner of all rights in the results obtained by staff employed by the Company itself in the course of their duties. If any of these results constitute inventions, the Company 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.

2. If the Company decides not to apply for such protection in one or more countries the inventor or inventors may, with the consent of the Company, apply for such protection in their own name, at their own costs and for their own benefit. In such cases, any patent protection which may be granted shall not be exercisable against the Company or the Members.

3. Staff employed by the Company who are inventors of an invention may receive an *ex gratia* award the amount of which will be determined by the Director General in accordance with rules laid down by the Council.

4. Each Member shall be entitled to obtain from the Company on request a licence for research or for purposes other than research. This licence shall be free of charge for research activities conducted by that Member. For other than research purposes the licence may be granted on conditions more favourable than those of licences granted to third parties. Subject to approval of the Member concerned, the Company shall grant to any natural or legal person in the country or countries of that Member a licence on fair and reasonable terms for purposes other than research, except where the Council decides that the grant of such a licence is not warranted.

5. In the case of staff seconded to the Company by a Member the following provisions shall apply:

   (a) Subject to legislative provisions applicable to inventions of employees the seconding Member shall be the owner of all rights in the results obtained solely by the research worker in the course of his work at the Company. If any of these results constitute inventions, the seconding Member shall have the right to apply in any country in its own name, at its own cost and for its own benefit for patents necessary

for the protection of such inventions. In respect of these results the Company and the other Members shall have free of charge the right of use for research purposes only. The other Members shall also have the right to a licence for purposes other than research on conditions more favourable than those of licences granted to third parties. In addition, the Member owning the rights shall not refuse to grant a licence for purposes other than research on fair and reasonable terms to any natural or legal person in the country or countries of the Members at the request of another Member.

(b) The Company shall receive a share of the net returns from all licences granted by the owner of the rights for purposes other than research, the said share to be determined having regard to the respective contributions to the inventions of the Company and of the seconded person.

(c) When applying for intellectual property rights and granting licences the Company and the Members shall consult each other in cases of doubt and shall refrain from actions which may prejudice the Company or the Members.

6. The conditions governing applications for intellectual property rights and possible granting of rights to use information and inventions made by other seconded personnel during the period of secondment shall be laid down in written contracts with such personnel or the seconding institutions. These contracts shall be in accordance with principles laid down in paragraph 5 above. In the case of results obtained jointly by a guest research worker with one or more guest research workers from different organisations or with the participation of personnel referred to in paragraphs 1 and 5 above, the provisions to apply to property in and use of the said results shall be determined case by case by the Council.

7. The principles of paragraph 5 above shall apply to contracts concluded by the Company with third parties concerning the implementation of studies or research and development work.

Article 15
SCIENCE ADVISORY COMMITTEE

1. The Council shall appoint a Science Advisory Committee. The Members of each Contracting Party together holding at least 10 % of the capital defined in Article 18 below may nominate two scientists of the Committee. The Members of each Contracting Party together holding less than 10 % of the capital defined in Article 18 below may nominate one scientist of the Committee. The Council shall appoint a further ten scientists to the Committee with the aim of achieving a satisfactory coverage of the scientific themes for the Company. Delegates to the Council or other persons designated by it may attend meetings of the Science Advisory Committee as observers.