



CONSORCI PER A LA CONSTRUCCIÓ, EQUIPAMENT I EXPLOTACIÓ DEL LABORATORI DE LLUM SINCROTRÓ  
CONSORCIO PARA LA CONSTRUCCIÓN, EQUIPAMIENTO Y EXPLOTACIÓN DEL LABORATORIO DE LUZ SINCROTRÓN

## **CONSORTIUM FOR THE CONSTRUCTION, EQUIPMENT AND EXPLOITATION OF THE SYNCHROTRON LIGHT LABORATORY**

### **ALBA EXPERIMENTAL PARTNER BEAMLINES (PBL)**

#### **1. Definition**

A Partner Beamline (PBL) is one in which the whole or part of its construction, equipment and technical installations, as well as its subsequent operation, is funded by an entity or group of entities (hereinafter the FE), interested in carrying out such investment. Thus, a PBL has the following characteristics:

- a) Its realisation is wholly or partly carried out with funds other than those provided by the consortium administrations.
- b) The FE is interested in making the investment in order to have, in compensation, beamtime available in the operation of the PBL in question or in other experimental beamlines of the ALBA synchrotron. In this last case, it is worth noting that under no circumstance shall the FEs which may possibly exist in ALBA exceed 10% of the total beamtime assigned to non-Partner beamlines existing in ALBA.

The contribution required from the FE is in a range between a minimum of 30% and a maximum of 100% of the cost of construction, equipment and subsequent operation of the PBL.

#### **2. Modalities**

There are two modalities for a PBL

- a) External Partner BeamLine (EPBL). Modality under which the FE of the PBL is the owner of the facilities and equipment of the PBL as well as the employer of the staff at the service of the PBL.
- b) Internal Partner BeamLine (IPBL). Modality under which CELLS, and not the FE, is the owner of the facilities and equipment of the PBL and the staff at its service is also employed by CELLS.

#### **3. Group of entities interested in implementing a PBL**

If there is more than one entity interested in running the same PBL in the ALBA synchrotron, all the interested entities must form a group, according to the agreements

which they deem appropriate, and appoint a single representative before CELLS with capacity to make and sign agreements in order to implement the said PBL.

CELLS shall under no circumstance acknowledge any other representative, and the appointed representative must be notified in writing and submit to CELLS the documents proving his representative capacity. Any change of representative must be notified in writing to CELLS.

#### **4. PBL implementation agreement**

The implementation of a PBL shall require, prior to the corresponding investment, the signature of an agreement between CELLS and the FE on the said investment.

The signature of this agreement shall previously require the authorisation of the Governing Council. The Governing Council may delegate this prior authorisation to anybody it sees fit.

The agreement shall contain two sections. The first section shall relate to the investment to be made, specifying its total amount, different payments and date of operational start-up. The second section shall relate to the beamline operation and shall set an end date for such operation

Additionally, the agreement between CELLS and the FE for the implementation of a PBL shall at least include the following details:

- Definition of the corresponding modality of PBL.
- Technical characteristics of the PBL.
- Investment percentage to be assumed by the FE or entities.
- Annual contributions for the operation of the PBL and annual updates.
- Required information on users' access to the PBL.
- Ownership rights.
- Personal data protection regulation.
- Possibility of renewal of the agreement. This shall make the difference between the possible deferral of the operation start-up of the beamline and the deferral of the end date for its operation.
- Modifications and termination of the agreement.
- Constitution of an Agreement Follow-Up Committee.
- Resolution of litigations and disputes.

#### **5. Modality EPBL**

According to the definition of section 2, under this modality the FE directly makes the investment and is the owner of the corresponding assets.

Furthermore, in this case the personnel assigned to the construction, equipment and subsequent operation of the beamline is directly hired by the FE.

Under this modality, the FE shall be responsible for the construction and equipment of the EPBL according to CELLS' guidelines, and shall also be responsible for keeping the EPBL up-to-date, the necessary funds and depreciation of assets being directly chargeable to it.

Likewise, the FE shall directly hire the personnel assigned to the construction and equipment and subsequent operation of the EPBL, which shall be governed by the regulations and agreements applicable in the FE, and not by the specific regulations applicable to the CELLS' personnel.

However, the personnel hired by the FE shall be subject to the regulations of access to the facility in relation to health and safety at work, and also to any internal regulations applicable to the facility.

The agreements made under this modality shall have a minimum duration of 10 years and they may be extended for any periods expressly set forth in writing in the signed agreement up to a maximum of 15 years.

The FE shall have available for its free use up to 60% of the beamtime of the facility for the corresponding year after discounting the necessary times for starting and readying the accelerators, the remaining 40% being available to CELLS both for maintenance operations and for offering it to CELLS users (both public and private).

This 60% reserved for the free use of the FE shall be proportional to the percentage of investment it assumes, 60% corresponding to the FE which assumes 100% of the necessary investment and operation costs.

The 60% available to the FE may be distributed among other experimental beamlines available in the ALBA synchrotron, provided that the demand of non-PBL beamlines allows it.

In case that the FE does not wish to continue operating the EPBL, it must notify it to CELLS at least one year before the expiration of the agreement in force at that moment. CELLS shall have a preferential right to acquire the beamline and if it does not acquire it, the FE may sell it to other entities, with the prior consent of CELLS, or shall completely dismantle the EPBL at its own cost within a maximum of six months after the expiration of the time limit set forth in the agreement in force.

## **6. Modality IPBL**

According to the definition of section 2, under this modality the FE shall not directly make the investment and the owner of the assets in question shall be CELLS.

Additionally, the personnel assigned to the construction, equipment and subsequent operation of the IPBL is contracted by CELLS itself.

Under this modality, CELLS shall be responsible for the construction and equipment of the IPBL, in coordination with the FE, as well as for hiring the personnel assigned to the IPBL.

Before starting the management of the construction and equipment of the IPBL and the personnel assigned to same, the FE must have transferred to CELLS the necessary resources to start such management. The calendar for the contributions needed for the investment in the IPBL shall be set forth in the beamline implementation agreement.

The agreements made under this modality shall have a minimum duration of 10 years and they may be extended for any periods expressly set forth in writing in the signed agreement up to a maximum of 15 years.

The FE shall have available for its free use up to 50% of the beamtime of the facility for the corresponding year after discounting the necessary times for starting and readying the accelerators, the remaining 50% being available to CELLS both for maintenance operations and for offering it to CELLS users (both public and private).

The 50% available to the FE may be distributed among other experimental beamlines available in the ALBA synchrotron, provided that the demand of non-PBL beamlines allows it.

This 50% reserved for the free use of the FE shall be proportional to the percentage of investment it assumes, 50% corresponding to the FE which assumes 100% of the necessary investment and operation costs.

In case that the FE does not wish to continue operating the IPBL, it must notify it to CELLS at least two years before the expiration of the agreement in force at that moment. If CELLS does not see fit to continue the operation of the IPBL on its own, the FE shall have to dismantle the IPBL completely and at its own cost within six months after the expiration of the time limit set forth in the agreement in force.

## **7. Operation of a PBL**

Between 100% and 30% of the operating expenses of a PBL shall be chargeable to the FE, in a percentage equal to its investment in the construction and equipment of the PBL. In the case of an EPBL, only operating expenses in goods and services directly related to the operation shall be taken into account, disregarding any expenditure in the personnel assigned to the EPBL, including direct expenses (wages and social security) and indirect expenses (personnel training, travel costs and similar expenses), and without taking into account investments for the replacement of equipment either, which are to be directly assumed by the FE.

In the case of an IPBL, direct and indirect personnel expenses, expenses in goods and services relating to the operation of the IPBL and investments for the replacement of equipment shall all be taken into account.

## **8. PBL revision**

PBLs will be submitted to technical and scientific review at the same rate and with the same modalities of non-PBLs.

## **9. PBL Users**

The FE shall organise the access of users, both public and private, to the beamtime it has available for its use, either in the PBL itself or in another experimental beamline available in the ALBA synchrotron, in its sole discretion.

In any case, the FE is obliged to report to CELLS any information it requests in order to allow the strictest control of access to the ALBA synchrotron.

In the case of private users of a PBL, the FE shall invoice them for their use of beamtime and scientific support, if required, for the same amounts for which CELLS invoices private users.

In any case, access of users to a PBL, as regards safety issues, shall be governed by the same regulations in force within CELLS for the access of users to its beamlines.

Cerdanyola del Vallès, 10 December 2013