

Amendment n°2 to the TANGO Controls Collaboration (CL 0243)

Between

EUROPEAN SYNCHROTRON RADIATION FACILITY, hereafter referred to as the **ESRF**, located, 71 avenue des Martyrs, Grenoble, France, and represented by Dr. [REDACTED], Director General, and Mr. [REDACTED], Director of Administration,

and

SYNCHROTRON SOLEIL, hereafter referred to as **SOLEIL**, located, L'Orme des Merisiers, Saint Aubin, BP 48, 91192 GIF-SUR-YVETTE, Cedex, France, and Represented by Dr. [REDACTED], Director, and Mr. [REDACTED], Administrative Director,

and

Elettra - Sincrotrone Trieste S.C.p.A., hereafter referred to as **ELETTRA**, Located, S.S. 14, km 163.5 in AREA Science Park, Basovizza, 34149 TRIESTE, Italy, and represented by Prof. [REDACTED], President,

and

CONSORTIUM FOR THE CONSTRUCTION, EQUIPPING AND EXPLOITATION OF THE SYNCHROTRON LIGHT SOURCE, hereafter referred to as **CELLS**, located, Carrer de la Llum, 2-26, 08290 Cerdanyola del Vallès, Barcelona, Spain, and represented by Dr. [REDACTED], Director,

and

MAX IV Laboratory, hereafter referred to as **MAX IV**, located, Lund University, P.O Box 118 SE-221 00 Lund, Sweden, and represented by Dr. [REDACTED], Director,

and

DEUTSCHES ELEKTRONEN-SYNCHROTRON, hereafter referred to as **DESY**, located, Notkestraße 85, 22607 HAMBURG, Germany, and represented by Prof. Dr. [REDACTED], Director General and Prof. [REDACTED], Director Photon Science,

and

NATIONAL SYNCHROTRON RADIATION CENTRE SOLARIS at Jagiellonian University, hereafter referred to as **SOLARIS**, located, Czerwone Maki 98 Street, 30-392 Krakow, Poland and represented by Prof. [REDACTED], Director of Solaris,

and

ISTITUTO NAZIONALE DI ASTROFISICA, hereafter referred to as **INAF**, Located, Viale del Parco Mellini 84, 00136 ROMA Italy, and represented by Prof. Marco TAVANI, President of INAF,

and

SKA Organisation, hereafter referred to as the **SKAO**, located, Jodrell Bank Observatory, Lower Withington, Macclesfield, Cheshire, SK11 9DL, UK, and represented by Dr. [REDACTED], Director General.

and

SOUTH AFRICAN RADIO ASTRONOMY OBSERVATORY, hereafter referred to as **SARAO**, located, 3rd Floor, The Park, Park Road, Pinelands, South Africa, and represented by Dr. [REDACTED], Project Director SARAO,

and

FYZIKÁLNÍ ÚSTAV AV ČR, V. V. I. / ELI BEAMLINES, hereafter referred to as **ELI BEAMLINES**, located, Za Radnicí 835, 252 41 Dolní Břežany, Česká republika represented by: RNDr. [REDACTED]

hereinafter referred to individually as the "Party" and collectively as the "Parties",

HAVE AGREED AS FOLLOWS:

WHEREAS

1. The TANGO Controls Collaboration (the “TANGO Collaboration”) concerning the mutualisation of resources in a coordinated manner in order to i) maintain and further develop the TANGO Control System Framework, and ii) further enlarge the TANGO community to the benefit of all TANGO users (hereinafter referred to as “the Agreement”, including its Amendment n°1, referred to in point 2 below), took effect as on 01 January 2016 for a duration of five years, i.e. until 31 December 2020.
2. In order to simplify the accession procedure of new members to the Agreement, the Parties signed an amendment to the Agreement (Amendment n°1) to include the agreed procedure, which came into effect on 01 July 2017.
3. The Amendment n° 1 also formalised the accession of SKAO and SKA SA as Parties to the TANGO Controls Collaboration, with effect as from 01 July 2017.
4. ELI Beamlines became a Party to the TANGO Collaboration, with effect on 01 January 2019, further to the signature with the ESRF of a bi-lateral accession document on 13 June 2019, in accordance with the procedure described in § 3.5.7 of the Agreement.
5. SKA SA is replaced as a Party to the Agreement, as from **DATE**, by the South African Radio Astronomy Observatory (SARAO), which is a facility of the National Research Foundation, responsible for managing all radio astronomy initiatives and facilities in South Africa.
6. According to § 2.2 of the Agreement, any renewal of the TANGO Collaboration is subject to a review of the Collaboration organised and carried out by the TANGO Steering Committee in view making a recommendation concerning such renewal and the conditions thereof.
7. On 15 December 2020, the TANGO Steering Committee carried out a review of the TANGO Collaboration over the period 2016-2020 (cf. Annex 6). It concluded that the Collaboration had been a source of added value to all Parties, and that there was a strong interest from all Parties to continue the Collaboration. Taking this into consideration, the TANGO Steering Committee recommended to continue the collaboration contract for a further five-year period, under the same conditions, with the exception of the annual contribution of the Members, which should be increased to reflect the increase in inflation since the start of the TANGO Collaboration.

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1.3 of the Agreement is replaced by the following provision:

1.3 The documents that govern the TANGO Collaboration are as follows:

- I This Agreement
- II Its annexes:

Annex 1 - TANGO - Technical Description and Development Projects (January 2016)

Annex 2 - Terms of Reference of the Steering Committee (June 2017)

Annex 3 - Members of the TANGO Steering Committee (June 2017)

Annex 4 - Document for the Accession of new members to the TANGO Controls Collaboration (June 2017)

Annex 5 - ACCESSION of ELI Beamlines to the TANGO Controls Collaboration (June 2019)

Annex 6 - REPORT on the Tango Controls Collaboration for the period from 2016 to 2020 (December 2020)

ARTICLE 2.1 of the Agreement is replaced by the following provision:

2.1 This Agreement, which took effect on the Commencement Date until 31 December 2020, is extended without interruption for a further period of 5 (five) years, i.e. until 31 December 2025 (the "Term"). The Agreement may be amended and/or extended only by mutual written agreement of the Parties.

ARTICLE 5.1 of the Agreement is replaced by the following provision:

5.1 The financial contributions to the Collaboration referred to in §§ 3.6.1 and 3.6.2 shall be due, as of 01 January 2021 and are defined as follows for the year 2021:

- Annual fee for Core Members: **11 000 €**, excluding VAT
In addition to this financial contribution, Core Members will contribute the equivalent of 6 person months (minimum) development per year
- Annual fee for Contributing Members: **11 000 €**, excluding VAT

ARTICLE 9.3 of the Agreement is cancelled and replaced by the following provision:

- 9.3 The Parties shall each nominate representatives fully authorised by the respective Parties for the execution of the Agreement. In the case of a change of representative, the Party concerned shall inform the ESRF, as coordinator of the Collaboration, in writing, of such change. All correspondence relative to the Agreement should be addressed to them:

For the ESRF

Scientific and technical matters:

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Head of Software Group
ESRF
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Administrative and legal matters:

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For SOLEIL

Scientific and technical matters:

██████████
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Administrative and legal matters:

██████████
Administrative Director
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For ELETTRA

Scientific and technical matters:

██████████
Controls software engineer – IT Group
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Administrative and legal matters:

██████████
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For CELLS

Scientific and technical matters:

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Head of the Computing Division
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[REDACTED]
Head of Legal Services
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For MAX IV

Scientific and technical matters:

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Sweden
Email:

For DESY

Scientific and technical matters:

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Experiment Control Group
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Email: [REDACTED]

Administrative and legal matters:

[REDACTED]
Head of Legal Department

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Email: [REDACTED]

For SOLARIS

Scientific and technical matters:

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Administrative and legal matters:

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Project Administrative Manager

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Mobile: +48 [REDACTED]

Email: [REDACTED]

Email: [REDACTED]

For INAF

Scientific and technical matters:

[REDACTED]

Software Engineer
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64100 Teramo, Italy

Email: [REDACTED]

Administrative and legal matters:

[REDACTED]

INAF HQ
Viale del Parco Mellini 84
00136 ROMA, Italy

Email : [REDACTED]

For SKA Organisation

Scientific and technical matters:

[REDACTED]

Head of SKA-IT
SKAO, Jodrell Bank
Lower Withington
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Cheshire
SK11 9DL, UK

Email: [REDACTED]

Administrative and legal matters:

[REDACTED]

Director General
SKAO, Jodrell Bank
Lower Withington
Macclesfield
Cheshire
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[REDACTED]

For SARAO

Scientific and technical matters:

[REDACTED]

Technical Lead, CAM
MEERKAT project
SKA SA, 3rd Floor
The Park
Park Road
Pinelands
South Africa
Email: [REDACTED]

Administrative and legal matters:

[REDACTED]

SKA SA, 3rd Floor
The Park
Park Road
Pinelands
South Africa

For ELI BEAMLINES

Scientific and technical matters:

Administrative and legal matters:

To be completed

FINAL PROVISIONS

The provisions of this Amendment n°2 shall form part of the TANGO Controls Collaboration Agreement, including its Amendment n° 1, and shall apply as from 01 January 2021.

In case of conflict between this Amendment n° 2 on the one hand, and the TANGO Controls Collaboration, including its Amendment n° 1, on the other, the provisions of the Amendment n° 2 shall prevail.

All other provisions of the TANGO Controls Collaboration Agreement remain unchanged insofar as they are neither modified nor countermanded by the terms of this Amendment n° 2.

For ESRF

██████████

████████████████████

Grenoble

DATE:

For SOLEIL

[REDACTED]

[REDACTED]

Saint-Aubin
DATE:

For ELETTRA



PLACE:

DATE:

For CELLS



PLACE:

DATE:

For DESY



PLACE:

DATE:

For MAX IV



PLACE:

DATE:

For SOLARIS



PLACE:

DATE:

For INAF

M. TAVANI

PLACE:

DATE:

For SKAO



PLACE:

DATE:

For SRAO



PLACE:

DATE:

For ELI BEAMLINES



PLACE:

DATE: