



# **AMENDMENT No.4 to the AGREEMENT CONCERNING THE HOSTING AND OPERATIONS OF THE ROBOTIC TELESCOPE REM at La Silla Site of the La Silla Paranal Observatory in Chile**

between the

- 1. European Organisation for Astronomical Research in the Southern Hemisphere**  
Karl-Schwarzschild-Strasse 2  
D-85748 Garching bei München, GERMANY  
Hereinafter referred to as *ESO*,

on the one hand,

and the

- 2. INAF – Italian National Institute for Astrophysics**  
Viale del Parco Mellini, 84  
I-00136 Roma, Italy  
Hereinafter referred to as *INAF*

on the other hand,

hereinafter referred to collectively as ***the parties***.

## **It is agreed as follows:**

By the parties to modify the initial Agreement signed on 26 February 2013, in the forms of its Amendments No.1, 2 and 3 signed on 26 November 2014, 5 May 2018 and 16 March 2021 respectively concerning the Hosting and Operations of the Robotic Telescope REM as follows:

### ***Article 1 Operation***

The parties extend the initial Agreement signed on 26 February 2013, concerning the Hosting and Operations of the Robotic Telescope REM for a period of 36 months, starting on 01 January 2024 until 31 December 2026.

### ***Article 4 Intellectual Property***

The Parties agree that any intellectual property rights of any description including but not limited to patents, copyrights, design rights (registered or unregistered), trademarks, know-



how, and database rights whether created before, in parallel or during the duration of this Agreement shall remain within the ownership of the Party creating the same. For the avoidance of doubt, no licenses to any of the said intellectual property rights are granted by this Agreement.

## **Article 5**

### **Costs and Payments**

The cost accounting period for REM is from January 1<sup>st</sup> to December 31<sup>st</sup>. Each year, within 30 days after the end of the accounting period, ESO will issue a single invoice for all accumulated cost related to REM to the INAF nominated contact person. The invoice will come along with a detailed accounting sheet which gives full break down and transparency about the invoiced cost. The REM Project shall make the corresponding payments within 30 days of receipt of ESO's invoice.

If not explicitly specified, the above operation plan is subject to the following costs to the INAF:

- Site fee
- Costs of external internet connection
- Additional services as detailed in **ANNEX B**

The REM will be notified by ESO of any additional costs that it is liable for.

If not agreed explicitly, all other extraordinary infrastructural or logistic support services may be provided by ESO on a best effort basis and will be included in the invoice to INAF at the end of the accounting period.

## **Article 6**

### **Liability**

Each Party shall be responsible for liabilities arising from all direct claims, damages or suits arising from the acts or omissions of its own officers, agents and employees, limited to gross negligence and wilful misconduct.

In no case shall a Party be liable to the other Party for any consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, including loss of observing time, which arise out of or in connection with this Agreement.

## **Article 7**

### **Import and Export Regulations**

It is expected that equipment related to REM can be imported and exported under ESO's tax exemption rules. Notwithstanding the previous sentence and in case import or export taxes, duties and other fees related to REM are due, these, as well as all associated shipping costs will be borne by INAF.

The INAF shall comply with all applicable import and export and in particular Chilean customs regulations as well as follow strictly all shipping instructions according to International and Chilean regulations and the shipping contract. The INAF shall be responsible and solely liable for the delivery of all equipment to its final destination at the La Silla site, including unloading.



For all shipping and imports to Chile the shipping, import and customs procedures as detailed in **ANNEX D** shall apply.

### **Article 8** **Schedule and Termination**

The Agreement enters into force on the date of its last signature and expires on 31 December 2026. It may be extended upon mutual written agreement of all the Parties and signed by their authorized representatives.

A Party may terminate this Agreement before that date upon prior written notice to the other Party of at least one year on the basis of important and justified reasons, such as the termination of the REM, e.g. in case of severe budget cuts.

Upon expiry or termination of the Agreement, the INAF undertakes to remove from the La Silla site the REM Equipment and associated infrastructure and restore the site to its original condition, presenting a detailed procedure with costs, which will be in charge of INAF own costs.

### **Article 9** **Points of Contact**

The nominated contact persons of the contracting parties for the execution of this Agreement are:

**FOR ESO:**  
For all matters:

**LPO Project Coordination Office**  
Dr. Thomas Klein  
Email: [par-pco@eso.org](mailto:par-pco@eso.org)  
Tel : + 56 55 2435313

**FOR INAF:**  
For all matters:

Dr. Emilio Molinari  
Email: [emilio.molinari@inaf.it](mailto:emilio.molinari@inaf.it)

**ANNEX B** is updated to bring various process applicable to certain services to the economic conditions of the year 2023 and to define how such shall evolve over time.

Except for the extent of the modification specified herein, all terms and conditions of the initial Agreement remains unchanged and applicable.

### **Enclosures**

**Annex B:** Standard cost rates for REM  
**Annex D:** Routing and Packing



**Signed at Garching,**

....., **2023**

**for ESO – EUROPEAN ORGANISATION FOR ASTRONOMICAL  
RESEARCH IN THE SOUTHERN HEMISPHERE**

.....  
*Prof. Xavier Barcons, Director General, ESO*

**Signed at Rome ....., 2023**

**for INAF – Italian National Institute for  
Astrophysics**

.....  
*Prof. Marco Tavani – President of INAF*



**ANNEX B**

**Standard cost rates for REM (2023 prices)**

<p>1.</p>	<p><b>Contribution to the Operations and Maintenance of the La Silla Site:</b> Covering the cost of water, electricity, basic internet, general site infrastructure maintenance (2023 prices)</p> <ul style="list-style-type: none"> <li>• For year 2024</li> <li>• For year 2025</li> <li>• For year 2026</li> </ul> <p>INAF has the right to temporarily suspend the operations of REM on La Silla. The annual lump sum due to ESO will be decreased by 4% for every period of 2 weeks whenever the telescope will be not operational. These periods will be announced at least one month in advance to the Director General of ESO or his representative. The above rates are subject to revision due to yearly cost variation indexing as approved on an annual basis by ESO internal bodies.</p>	<p>€ 39.988 € 39.988 € 39.988</p>
<p>2.</p>	<p><b>Technical Support</b></p> <p>Additional Technical support may be provided on request and only on a best-effort basis, cost to be defined on a case-by-case basis. Unit costs:</p> <p>Unit costs:</p> <ul style="list-style-type: none"> <li>• Mechanics or electronics support</li> <li>• IT support</li> <li>• Optics support</li> </ul> <p>The above rates for Technical Support are subject to revision due to yearly cost variation indexing as approved on an annual basis by ESO internal bodies.</p>	<p>€ 49,59/hour € 82,79/hour € 82,79/hour</p>
<p>3.</p>	<p><b>Operational Support</b></p> <ul style="list-style-type: none"> <li>• Additional Operational Support of up to 10 hours per week may be provided on request and only on a best-effort basis.</li> </ul> <p>The above rates for Operational Support are subject to revision due to yearly cost variation indexing as approved on an annual basis by ESO internal bodies.</p>	<p>€33,09/hour</p>
<p>3.</p>	<p><b>Board and Lodging Costs in Chile (Rates as of January 1, 2020)</b></p> <ul style="list-style-type: none"> <li>• Lodging in the ESO Guesthouse (Breakfast included)</li> <li>• Main meal in ESO Guesthouse</li> <li>• 24 hrs. stay at La Silla</li> <li>• Roundtrip Air Transfer Santiago to/from La Serena</li> <li>• One – Way surface transport between La Serena and La Silla</li> <li>• 24 hrs. stay at La Silla</li> </ul> <p>The above prices for board, travel and lodging are subject to revision and are updated on a regular basis and can be found at <a href="http://www.eso.org/sci/observing/travel/visas-instruc.html">http://www.eso.org/sci/observing/travel/visas-instruc.html</a>". The board, travel and lodging prices published on the ESO website shall prevail.</p>	<p>€ 65.00 € 15.00 € 65.00 € 130.00 € 25.00 € 65.00</p>



## **ANNEX D**

### ***Routing and Packing***

#### **1. Shipping, Import, Export and Customs procedures**

The procedure laid down in this document shall apply to all imports, exports and shippings to and from Chile under the Agreement.

The Project shall be solely responsible for any consequence resulting from non-compliance with the present procedure.

ESO shall be timely advised of shipments arriving to Chile and may issue special instructions, if necessary.

Dangerous or hazardous shipments must comply with the IATA regulations and is expressly understood that is under the complete responsibility of the Project.

The Project shall be solely responsible for obtaining up to date information concerning the required fumigation for wooden crates, pallets or any other wooden packing material being imported to Chile, to comply with the rules in force at the time of shipment, including the provision of any necessary fumigation certificate.

##### **1.1 Import and Customs procedures**

It shall be the responsibility of the Project to export to Chile the equipment, materials, etc. under DAP Paranal Observatory (incoterms) in accordance with existing laws and regulations. ESO is exonerated from customs duties in Chile only for materials, equipment and apparatus, etc. Duty-free imports can only take place in the name of ESO.

Duty-free imports into Chile in the name of ESO shall not be used for any other purpose than for the Project in Chile.

Prior to effecting any shipment the Project shall send to the ESO Logistic department copies of the corresponding invoice(s)/proforma, packing list(s), Material Data Safety Sheet, Declaration of Dangerous goods (if any) and anticipated shipping details or, alternatively, the shipment plan. All shipping documents must be provided in English.

Three original Bills of Lading of any such overseas shipment, together with invoices and packing lists shall be sent to the ESO Santiago Office (cf. Articles 3 and 5 hereafter). In case of shipment by airfreight, the Contractor shall notify the Logistic Department at ESO Santiago office (cf. Article 5 hereafter) of corresponding flight details.

ESO's Santiago office will prepare the documents for customs clearance under ESO's privileges and exemptions, apply for approval by the appropriate Chilean authorities, and transmit them to the customs agent in Chile designated by ESO.

After customs clearance by ESO's agent in Chile, the original clearance/shipping documents shall be returned to ESO Santiago office.

All costs other than strictly own cost that ESO may sustain in connection with these import operations will be borne by the Project.

It is expressly understood that under no circumstances ESO shall be liable or responsible for any delays, damage, theft and consequential costs resulting from the import operations.

The Project should take notice that goods imported under ESO exemptions cannot be sold to third parties (not being ESO) during the first five years after the import took place without ESO's prior written approval.



## 1.2 Export and Customs procedures

After termination of the REM project, the INAF Consortium/University shall export or re-export from La Silla Observatory in Chile at his cost. ESO will be in charge of the export customs clearance documents.

All goods imported under ESO's privileges and exemptions remain in Chile unless export or re-export is authorized in writing by ESO

Prior to effecting any shipment, the INAF Consortium shall send to the ESO Logistic department copies of the corresponding invoice(s)/ proforma, packing list(s), Material Data Safety Sheet, Declaration of Dangerous goods (if any) and anticipated shipping details or, alternatively, the shipment plan. All shipping documents must be provided in English.

Duty free exports from Chile in the name of ESO shall not be used for any other purpose than for REM in Chile. No extra equipment, material, etc. shall be included in the export shipment without authorization of ESO.

This operation will be performed under the instructions and supervision of ESO

It is expressly understood that under no circumstances ESO shall be liable or responsible for any delays, damage, theft and consequential costs resulting from the export operations.

Any item which the Project would not wish to export or re-export; ESO Santiago office will then take up the matter with the Chilean authorities to clarify procedures, requirements and actions necessary.

## 2. Shipping instructions for overseas shipments

Final delivery shall be made to the ESO Paranal Observatory in Chile. The address of the ESO office dealing with all transport related matters in Chile is as follows:

European Southern Observatory (ESO)  
Alonso de Córdova 3107,  
Vitacura  
Santiago / CHILE  
Telephone: Santiago 56 2 24633160  
Telefax: Santiago 56 22 2285132

## 3. Bills of Lading

### Consignee:

ESO - European Southern Observatory  
Alonso de Cordova 3107, Vitacura  
Santiago  
Chile

In case of container shipments: net weight and TARA to be indicated separately on the B/L.

## 4. Shipping marks

REM Project  
Contract No. ....  
Box No.: .....  
Net weight: .....kg  
Gross weight :.....kg

In case of more than one package these have to be numbered consecutively.



For packages to be handled with cranes, the position of the centre of gravity shall be indicated on all four sides of the package.

## 5. Dispatch Advices

Right after shipment the dispatch advice and the following documents shall be distributed to:

ESO Office at Santiago:

*Via special courier service immediately after shipment and to*

*e- mail: [kceledon@eso.org](mailto:kceledon@eso.org)*

*[logistics@eso.org](mailto:logistics@eso.org):*

- original B/L 2/3
- copy B/L 2-fold
- invoice 3-fold
- packing-list 3-fold

Invoice(s) (or, if applicable, proforma invoice[s]) must indicate:

Number of packages

gross weight ..... kg

net weight .....kg

Measurements

Description and value of the goods shipped in English.