

# TANGO Controls Collaboration

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Between

**EUROPEAN SYNCHROTRON RADIATION FACILITY**, hereafter referred to as the **ESRF**,  
located, 71 avenue des Martyrs, Grenoble, France, and  
represented by Dr. Francesco SETTE, Director General, and Mr. Luis SANCHEZ ORTIZ, 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. Jean DAILLANT, Director, and Mr. Jean-Michel CASSAGNE, 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. Alfonso FRANCIOSI, President and C.E.O.,

and

**CONSORTIUM FOR THE CONSTRUCTION, EQUIPPING AND EXPLOITATION OF THE SYNCHROTRON  
LIGHT SOURCE**, hereafter referred to as **CELLS**,  
located, Carretera BP 1413, de Cerdanyola del Vallès a Sant Cugat del Vallès, 08290 Cerdanyola del  
Vallès, Barcelona, Spain, and  
represented by Dr. Caterina BISCARI, 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. Christoph QUITMANN, Director, and Mr. Peter ANDERSSON, Administrative  
Director,

and

**DEUTSCHES ELEKTRONEN-SYNCHROTRON**, hereafter referred to as **DESY**,  
located Notkestraße 85  
22607 HAMBURG, Germany,  
Represented by Prof. Dr. Helmut DOSCH, Director General  
And Prof. Dr. Edgar WECKERT, Director Photon Science,

and

**NATIONAL SYNCHROTRON RADIATION CENTRE SOLARIS** at Jagiellonian University, here and after referred to as **SOLARIS**

Located at Czerwone Maki 98 Street, 30-392 Krakow, Poland and

Represented by Prof Marek STANKIEWICZ, Director of Solaris,

and

**ISTITUTO NAZIONALE DI ASTROFISICA**, hereafter referred to as **INAF**,

located at Viale del Parco Mellini 84

00136 ROMA Italy, and

represented by Prof. Nicolò D'AMICO, President of INAF,

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

HAVE AGREED AS FOLLOWS:

## INTRODUCTION

The “TANGO Control System Framework” (TANGO) is an open source software suite for building Distributed Control Systems (DCS) or Supervisory Control and Data Acquisition (SCADA) systems in a distributed environment. TANGO has developed from conception at the ESRF in the late 1990’s to be a widely used control system suite of software. The strong points of TANGO are high performance and extreme scalability. The high performance is achieved by using efficient binary network protocols. The extreme scalability is due to its object oriented design and peer-to-peer communication. These features allow TANGO to be easily scalable from small embedded systems up to large and complex installations distributed over a large number of computers.

TANGO is used to control a number of large scientific installations over Europe. These installations are synchrotron light sources, laser installations and other experimental installations, Parties to this Agreement. The institutions operating these installations depend on the availability and the reliability of the product in the operation of their installations over 20 to 30 years. There is therefore a strong need to guarantee the long term sustainability of the product. In 2010, the Parties signed a Memorandum of Understanding (MoU) declaring their commitment to the development and the maintenance of the product.

The development and maintenance of the core parts of the framework are concentrated at ESRF with assistance from Soleil, CELLS (ALBA) and ELETTRA for a subset of the framework. The other partners contribute primarily by developing device servers and debugging specific issues. The support of TANGO is therefore concentrated on essentially one site, the ESRF, but is no longer tenable with the growing TANGO community. A new structure to manage TANGO developments, distribution, improvements and promotion must be put in place to ensure its sustainability and to further develop the TANGO community to the benefit of all TANGO users.

In order to achieve this, the Parties have agreed to the creation of a TANGO Controls Collaboration (the “TANGO Collaboration”), the principles of which are laid down in this Agreement.

## DEFINITIONS

In addition to the other capitalised terms defined elsewhere in this Agreement, the following capitalised terms used within this Agreement shall have the meanings shown:

**Agreement** shall mean the present agreement (including its preamble), its Annexes and potential amendments.

**Background IP** shall mean any and all information as well as knowledge of a technical and/or scientific nature [including, but not limited to, know-how, manufacturing and/or trade secrets, data, data bases, works of authorship, software (in source code and object code versions), files, plans, diagrams, drawings, formulae and/or any other type of information, in any form whatsoever, whether or not eligible for protection by any Intellectual Property rights], and all Intellectual Property rights resulting therefrom, necessary for the performance of the TANGO Collaboration and owned by a Party - or in its possession - prior to the Commencement Date, and in respect of which said Party has the right to grant licenses or rights of use without having to seek the prior consent of a third party.

**Commencement Date:** means **1 January 2016**.

**Confidential information:** means information defined as such in § 6.1 of this Agreement.

**Foreground IP** shall mean any and all information as well as knowledge of a technical and/or scientific nature [including, but not limited to, inventions, know-how, manufacturing and/or trade secrets, data, data bases, works of authorship, software (in source code and object code versions), files, plans, diagrams, drawings, formulae and/or any other type of information, in any form whatsoever, whether or not eligible for protection by any Intellectual Property rights], and all Intellectual Property rights embodying any of the foregoing, that are conceived by a Party or the Parties (or on their behalf by a subcontractor) in the performance of the TANGO Collaboration.

**FOSS:** Free and Open-Source Software means computer software that can be classified as both free software and open-source software. That is, anyone is freely licensed to use, copy, study, and change the software in any way, and the source code is openly shared so that people are encouraged to voluntarily improve the design of the software.

**LGPLv3:** GNU Lesser General Public License, version 3 (29 June 2007) as fully described on the GNU web site: <http://www.gnu.org/licenses/lgpl-3.0.en.html>

**TANGO Control System framework (TANGO-CS):** The TANGO Control System framework (referred to as TANGO-CS) is made up of a set of software components and documentation necessary to build, maintain, and administrate a control system. It supports the development of ad-hoc device servers. It is described in more detail in Annex 1.

**TANGO Community:** The TANGO Community is made up of all the users and developers of the TANGO-CS.

**Term:** means the term of this Agreement as specified in Article 2.

**Third Party:** Any individual or organisation not being a Party to this Agreement.

## ARTICLE 1

### *Subject of the Agreement*

- 1.1 The present Agreement defines conditions under which the Parties agree to mutualise 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, via a collaboration hereinafter referred to as the “TANGO Collaboration” or “Collaboration”.
- 1.2 The present Agreement replaces the MoU on the TANGO Collaboration, signed in 2010, which will cease to have effect as from the date of the signature of this Agreement by all Parties.

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 (January 2016)

Annex 3 - Members of the TANGO Steering Committee (January 2016)

1.4 In the event of conflict between any conditions specified in the annexes and the provisions of the present Agreement, the latter shall prevail.

## ARTICLE 2

### *Duration of the Agreement*

- 2.1 This Agreement shall take effect on the Commencement Date, is concluded for a period of 5 (five) years (the “Term”) and shall terminate on 31 December 2020, unless otherwise agreed by the Parties. The Agreement may be amended and/or extended only by mutual written agreement of the Parties.
- 2.2 At least 6 (six) months before the end of the Term, the Steering Committee (cf. § 4.1) will organise and carry out a review of the Collaboration (cf. §§ 3.1 and 3.3). The outcome of this review shall be submitted to the Parties at least 3 (three) months before the end of the Term, with a recommendation regarding the conditions for the renewal of the Collaboration or its termination, as the case may be.

## ARTICLE 3

### *Conditions of the Collaboration*

- 3.1 The Parties together will form a Collaboration. The implementation of the Collaboration will be jointly carried out by the Parties, the technical details of which are described in Annex 1.
- 3.2 The ESRF, as initial developer of TANGO, shall coordinate the Collaboration. In this sense, the ESRF shall:
  - Be the spokesperson of the TANGO Controls community worldwide
  - Chair the Collaboration Steering Committee meetings (cf. § 4.1 and Annex 2)
  - Call for and manage, including reporting on their use, Collaboration funds according to the terms of the present Agreement and the decisions of the Steering Committee (cf. §§ 5.4 and 5.5 and Annex 2)
  - Manage administrative and financial relations with Collaboration sponsors (cf. § 3.8.4)
  - Ensure that the decisions of the Steering Committee are duly implemented, including the choice of partners for outsourcing developments, the purchase of services etc. (cf. Annex 2)

### 3.3 The goals of the Collaboration are to:

- Define the contents of the TANGO-CS
- Define the TANGO-CS roadmap for strategic evolution
- Manage the official source code repository and define who can commit to this
- Set up projects and working groups of common interest
- Seek financing for the implementation of the roadmap
- Ensure the availability of an open source licence for the community for an unlimited duration
- Ensure the high quality of the code, documentation and unit tests
- Ensure long term support, development and packaging
- Protect the TANGO Controls logo and trademark world-wide
- Promote the adoption of TANGO-CS beyond its founding members
- Promote an independent, sustainable, collaborative and meritocratic community
- Be responsible for licensing issues *vis-à-vis* third parties
- Be responsible for the TANGO Controls website and keep it up-to-date
- Communicate TANGO-CS to new sites, at trade fairs and on the web
- Represent the TANGO-CS community world-wide

### 3.4 The name of the Collaboration is TANGO Controls.

The official web site is: [www.tango-controls.org](http://www.tango-controls.org)

The official TANGO Controls logo registered with the INPI<sup>1</sup> in France is the following graphic:



### 3.5 Collaboration Membership

The signature of the present Collaboration Agreement automatically gives a Party the right to membership of the TANGO Collaboration.

3.5.1 The Collaboration is made up of Members. A Member is any Party which has signed the Collaboration Agreement and which contributes to the Collaboration with financial and, where appropriate, human resources. There are two categories of membership: Core Members and Contributing Members (cf. §§ 3.5.4 and 3.5.5).

3.5.2 Each Party's legal representative nominates a delegate to represent it in the Collaboration. The contribution of each Member to the Collaboration (cf. § 3.6) and its associated rights (cf. §§ 3.7) are ascribed according to its category (cf. §§ 3.5.4 and 3.5.5).

3.5.3 A Member retains its membership status as long as it actively exercises its duties as described in the present Agreement, including the payment of its financial contribution to the Collaboration (cf. § 5.1).

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<sup>1</sup> <http://www.inpi.fr>

#### 3.5.4 *Core Member*

A Core Member is an institution which needs TANGO for running its installation and which contributes to the financing of the TANGO Collaboration for the development of TANGO-CS (code, documentation, packaging, web content etc.). In addition, it contributes human resources to the development of the TANGO-CS core (code, testing, packaging, documentation, web content etc.).

#### 3.5.5 *Contributing Member*

A Contributing Member is an institution which needs TANGO for running its installation and which contributes financial resources to the development of TANGO-CS (code, testing, packaging, documentation, web content etc.).

3.5.6 As on the Commencement Date all members of the former TANGO collaboration i.e. those which were signatories of the MoU, are eligible to become either Core or Contributing Members, subject to the signature of the present Agreement.

#### 3.5.7 *New Members*

After the Commencement Date, an institution wishing to become a Member of the Collaboration must become a Contributing Member for a period of at least one year before becoming eligible to become a Core Member. Acceptance of new Members is subject to a vote of the Steering Committee as defined in its Terms of Reference (cf. § 4.6 and Annex 2).

### 3.6 **Collaboration Member Contributions**

The Members contribute to the Collaboration as follows:

#### 3.6.1 *Core Members*

- Contribute to the financing of the TANGO Collaboration by paying an annual fee decided by the Collaboration Steering Committee (cf. § 5.1);
- Provide human resources to the development of TANGO-CS (code, documentation, design, architecture, etc). This contribution should be significant - 6 person months per year is considered a minimum - and should be dedicated to tasks recognised by the Steering Committee of general interest. The Steering Committee decides by a majority vote which tasks are of general interest (cf. Annex 2).

#### 3.6.2 *Contributing Members*

- Contribute to the financing of the TANGO Collaboration by paying an annual fee decided by the Collaboration Steering Committee (cf. § 5.1).

### 3.7 Collaboration Member Rights

A Member can influence strategic decisions via its voting right in the Collaboration Steering Committee (cf. § 4.1). The voting rights of the Members are weighted according to their status, as described hereunder. Further details of the voting mechanism are described in the Terms of Reference of the Steering Committee (cf. Annex 2).

#### 3.6.1 Core Members

The voting weight of a Core Member is 2. A voting weight of 3 is attributed to the ESRF, as the institute coordinating the Collaboration (cf. § 3.2).

#### 3.6.2 Contributing Members

The voting weight of a Contributing Member is 1.

### 3.8 Collaboration Sponsors

A TANGO Collaboration Sponsor is an institution or a company which offers services and/or developments related to TANGO and which contributes to the financing of the TANGO Collaboration in exchange of visibility, recognition and the possibility to provide input on its needs for TANGO.

#### 3.8.1 Collaboration Sponsor Categories

There are different categories of Sponsors – Silver, Gold or Platinum. These categories are attributed according to the amount of the annual financial contribution, defined yearly by the Steering Committee, of the Collaboration Sponsor (cf. §§ 4.2 and 5.2).

#### 3.8.2 Collaboration Sponsor Contributions

- A Collaboration Sponsor contributes to the financing of the TANGO Collaboration by paying an annual fee.
- A Collaboration Sponsor undertakes to have at its disposition people who are competent in TANGO development.

#### 3.8.3 Collaboration Sponsor Rights

A TANGO Collaboration Sponsor:

- can delegate a representative to contribute in workgroup meetings and discussions
- can request that specific bug fixes are implemented with high priority
- can, but is not obliged, to provide input on decisions taken by the Collaboration
- can use the TANGO logo and publicise its partnership for its own communication purposes.

Each Sponsor has the right to a number of communication oriented services in recognition of its engagement:



- **Silver Sponsor:** Logo on TANGO web site
- **Gold Sponsor:** Logo and small communication area on TANGO web site
- **Platinum Sponsor:** Logo and a communication area on the TANGO web site, representation on the TANGO Controls stand at industrial fairs and other events.

#### 3.8.4 *Collaboration Sponsorship Conditions*

Acceptance of new Sponsors is subject to a vote of the Steering Committee as defined in its Terms of Reference (cf. § 4.6). Such vote shall take place as soon as possible after a candidate Sponsor requests to support the TANGO collaboration. The Sponsor will sign a bi-lateral sponsorship Agreement with the ESRF, as the coordinating institute, acting on behalf of the TANGO Collaboration.

Sponsorships are renewed on an annual basis. If after one year a Sponsor decides not to continue its contribution to the Collaboration, as described in § 3.8.2, it shall lose its sponsorship rights. In the case of service companies, the quality of the work supplied and the level of competence will be monitored by the Steering Committee. In case of insufficient quality, and a lack of response of the Sponsor further to the request of the Collaboration to remedy the situation, the Steering Committee may vote to exclude the Sponsor in question. In this case, fees paid by the Sponsor shall not be subject to reimbursement.

### **ARTICLE 4** *Governance*

- 4.1 A Steering Committee consisting of one delegate from each Member shall be established. It shall be chaired by the ESRF. The composition of the Steering Committee at the time of signature of this Agreement is described in Annex 3. The legal representative of the Parties shall inform the Chair of the Steering Committee, in writing, of any proposed change concerning their representative in the Steering Committee. Modifications in the composition of the Steering Committee shall be reflected in an update of Annex 3 to this Agreement, which shall be duly communicated to the Parties' legal and administrative representatives (cf. § 9.3).
- 4.2 The Steering Committee decides on the implementation of the Collaboration goals (cf. § 3.3), notably:
  - monitors and assesses the progress of the Collaboration,
  - decides upon the access of new Members (cf. § 3.5.7) and the revocation of Members (cf. § 3.5.3) and Sponsors (cf. § 3.8.4),
  - decides on an annual programme and budget,
  - decides on the annual membership and sponsorship financial contributions, and
  - maintains the list of objectives in § 3.3 up-to-date and coordinates the efforts deployed in view of their accomplishment.

- 4.3 As provided for in § 2.2, the Steering Committee shall examine the results of the final review of the Collaboration and make a recommendation to the Parties as to its renewal or termination, as the case may be.
- 4.4 The Steering Committee will meet face-to-face at least once per year. More frequent meetings may take place, as required, by the means deemed most appropriate by its Members (teleconference, etc.).
- 4.5 The members of the Steering Committee shall each have a vote, weighted according to their membership status (cf. § 3.7). Details on the voting mechanism of the Steering Committee are included in its Terms of Reference (cf. Annex 2).
- 4.6 The Terms of Reference of the Steering Committee, which take into consideration the provisions of §§ 4.1 to 4.5, are annexed to the present Agreement as Annex 2. Any amendments to the Terms of Reference shall be communicated to the legal and administrative representatives of the Parties (cf. § 9.3) for approval prior to their implementation. Such approval shall be communicated, in writing, to the Chair of the Steering Committee within 15 days of notice of amendments.

## **ARTICLE 5**

### ***Financial Provisions***

- 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 2016 and are defined as follows for the year 2016:
- Annual fee for Core Members: **10 000 €**, 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: **10 000 €**, excluding VAT
- 5.2 The financial contributions of Collaboration Sponsors to the Collaboration referred to in §§ 3.8.2 shall be due as of 01 January 2016 and are defined as follows for the year 2016:
- Silver Partner **10 000 €**, excluding VAT
  - Gold Partner **10 000 € - 20 000 €**, excluding VAT
  - Platinum Partner **Above 20 000 €**, excluding VAT
- 5.3 The annual fees referred to in §§ 5.1 and 5.2 above are subject to change on an annual basis according to decision of the Steering Committee (cf. § 4.2). Modifications in the annual fees shall be recorded in the minutes of the Steering Committee and communicated to the Parties' legal and administrative representatives (cf. § 9.3). An amendment of the present Agreement shall not be required in the case of modification of the said fees.

- 5.4 The financial contributions received by the Collaboration will be used to finance tasks approved by the Steering Committee. These tasks will be of general interest for the TANGO community, but which do not necessarily form part of the core interest of all of the Members, such as (but not exclusively) maintaining the low-level protocol, implementing new features in the TANGO core, maintaining the TANGO API and writing documentation (cf. Annex 1 for details).
- 5.5 The financial contributions shall be paid to the ESRF, as a non-refundable lump-sum, further to the receipt of an invoice issued in January each year. VAT shall be applied in accordance with the relevant legislation in force at the time of the issuance of the invoice.
- 5.6 Payments shall be made by bank transfer, within 45 days of receipt of invoice.
- 5.7 The Collaboration funds shall be allocated to a dedicated budget line within the ESRF, will be managed by the ESRF according to the rules and regulations in force at the ESRF and are subject to internal and external audit controls.
- 5.8 For the execution of the tasks referred to in § 5.4, the ESRF may elect to outsource the work to an external company or hire extra personnel. The ESRF will present a detailed report justifying the use of the funds to the Steering Committee once per year.

## **ARTICLE 6**

### *Confidentiality*

- 6.1 Each Party undertakes to keep confidential and not to disclose to any Third Party and to use themselves solely for the purposes of the Collaboration any confidential or secret information in any form (including in sample form), including that directly or indirectly belonging or relating to the other Party(ies), its Affiliates, its or their business, technical, legal or other or affairs, disclosed to it by the other Party(ies) in the course of the Collaboration, including without limitation any Background IP of the other Party(ies), provided that the disclosing Party has clearly and unambiguously specified their confidential nature, or, if disclosed orally or visually, that the disclosing Party verbally announced their confidential nature upon disclosure and confirmed this nature in writing within thirty (30) days ("Confidential Information").
- 6.2 Each Party undertakes to disclose Confidential Information of the other(s) only to those of its officers, employees, students and sub-contractors (and those of its Affiliates) to whom and to the extent to which such disclosure is necessary for the purposes contemplated under this Agreement and to ensure that all such personnel are bound by terms of confidentiality equivalent to those contained herein. Nothing in this Agreement shall be construed as an obligation of a party to disclose Confidential Information to another Party.
- 6.3 All Confidential Information furnished hereunder shall be and shall remain the property of the disclosing Party. Confidential Information and any work that incorporates Confidential Information and copies of either shall, if so requested by the disclosing Party, be promptly returned to disclosing Party or, at the disclosing Party's sole option, be promptly destroyed. If

destroyed, such destruction shall be guaranteed in writing. The receiving Party may however keep one copy for archival purposes only.

6.4 The obligations contained in this article shall survive five years after the expiry or termination of this Agreement for any reason but shall not apply to any Confidential Information which the receiving Party shall have the burden of establishing by clear and convincing evidence:

- is publicly known at the time of disclosure to the receiving Party,
- after disclosure becomes publicly known otherwise than through a breach of this Agreement by the receiving Party, its officers, employees or contractors,
- can be shown by reasonable proof by the receiving Party to have reached its hands otherwise than by being communicated by the other Party including being known to it prior to disclosure, or having been developed by or for it wholly independently of the other Party or having been obtained from a Third Party without any restriction on disclosure on such Third Party of which the recipient is aware, having made commercially reasonable due enquiry,
- is required by law, regulation or order of a competent authority (including any regulatory or governmental body or securities exchange) to be disclosed by the receiving Party, provided that, where practicable, the disclosing Party is given reasonable advance notice of the intended disclosure and provided that the relaxation of the obligations of confidentiality shall only last for as long as necessary to comply with the relevant law, regulation or order and shall apply solely for the purposes of such compliance, or
- is approved for release, in writing, by an authorised representative of the disclosing Party.

## **ARTICLE 7**

### ***Licensing, Property Rights and Publications***

- 7.1 The Parties remain the owners of the intellectual property rights for their Background IP. However, they shall make available to each other, free of charge and on a non-exclusive basis, any existing knowledge relevant to, and to be used uniquely for, the purposes of the Collaboration. A Party may refuse to communicate Background IP should it consider that the said Background IP does not fall within the scope of the Collaboration.
- 7.2 All Foreground IP shall belong equally to the Parties, which shall have free use for their own research purposes.
- 7.3 Results bearing on, but not issuing directly from, the work executed in the framework of the present Collaboration shall legally belong to the Party which obtained the results. The other Parties shall have no rights over the patents or corresponding know-how by virtue of the present Agreement.
- 7.4 The provisions of §§ 7.1 to 7.3 notwithstanding, the Parties agree that TANGO will be licensed under a FOSS license. The license must allow non-commercial third parties to use TANGO within the limits of the license.

- 7.5 At the time of signature of this Agreement, the LGPL v3 license is used for the core libraries. And the GPL v3 license is used for the core tools. This license allows TANGO to be used by any party in any product without restriction other than those defined in the said license. It is proposed to retain this license model. Any change in this policy will be subject to a decision of the Steering Committee.
- 7.6 The TANGO logo (cf. § 3.4) and trademark will be protected. Their use shall be subject to the appropriate acknowledgment of the TANGO Collaboration. The ESRF will be registered as owner of the logo and trademark with those bodies the Steering Committee chooses. All members of the TANGO Controls Collaboration have the right to use the logo and trademark for their own use.
- 7.7 Any publications written on behalf of the TANGO Collaboration shall be disseminated under the joint authority of the Parties as is customary and appropriate. Other than joint publications shall be submitted to the other Party(ies) at least thirty (30) days prior to submission for publication, for review and comment. The other Party(ies) undertake(s) to answer within thirty (30) days. Within this thirty (30) day period, the non-drafting Parties have the right to comment on and object to such proposed publication providing, clearly and concisely in writing, the extent (i.e. modification or complete withdrawal) and grounds (e.g. the presence of patentable material or Confidential Information) for such objection. Should the other Party(ies) not reply within this period, this shall be considered as tacit consent and acceptance for publication as proposed.
- 7.8 For other than joint publications, the Parties commit themselves to mention the TANGO Controls Collaboration in all publications, presentations and any other advertising material referring to the results obtained in the framework of the Collaboration.

## ARTICLE 8

### *Liability and Insurance*

#### 8.1 *Disclaimer*

With respect to any information or material (including Foreground IP and Background IP, hereinafter referred to as “Information”) supplied by a Party to another Party in the frame of the Collaboration, no warranty or representation of any kind is made, given or implied, as to, including but not limited to, accuracy, merchantability, title, the sufficiency or fitness for purpose. Therefore, the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials.

#### 8.2 *Limitation of liability*

A Party shall have no liability for direct, indirect, special, incidental, consequential, exemplary, punitive or other damages of any character including, without limitation, procurement of substitute goods or services, loss of use, data or profits, or business interruption, however caused and product liability or otherwise, arising in any way in relation to the Information, modified Information and/or the use or distribution of TANGO, even if advised of the possibility of such damages.

For the avoidance of doubt, each Party will be liable for the damages it may cause to the other Party's own property during the performance of this Agreement.

### 8.3 *Damage caused to Third Parties*

Each Party shall be solely liable for any loss, damage or injury to Third Parties resulting from the performance of the said Party's obligations by it or on its behalf under this Agreement or from its use of Foreground IP or Background IP.

### 8.4 *Staff injury*

Each Party shall take responsibility for its own staff, in the following areas:

- the legislation applicable to the employer covering social security and similar employment obligations, and
  - accidents in the work place and professional illnesses,
- and shall fulfil all legal formalities that are necessary.

Each Party is liable for compliance with the applicable law(s) for damages caused by its staff to the staff of the other Party(ies).

## **ARTICLE 9** *General provisions*

### 9.1 **Relationship of the Parties**

The Parties are independent contractors, and nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment, franchise, agency or fiduciary relationship between the Parties.

9.2 Any amendment to this Agreement or the annexes shall be made in writing. An oral agreement shall not be binding on the Parties.

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**

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## **ARTICLE 10**

### ***Withdrawal, Breach and Termination***

- 10.1 A Party may leave the Collaboration, at any time, with a notice period of 6 (six) months. Such notice shall be written, addressed to the Chair of the Steering Committee and shall provide due justification for its withdrawal.
- 10.2 In no case shall the financial contribution (cf. § 5.1) of the withdrawing Party be reimbursed.
- 10.3 The ESRF undertakes not to withdraw from the Collaboration during the Term as long as there is at least one other Party interested in its continuation.
- 10.4 Should a Member fail to fulfil its obligations (e.g. pay its financial contribution and/or contribute resources), it shall cease to be a member of the Collaboration further to a decision of the Steering Committee according to a qualified majority of 66% of the quorum (cf. Annex 2). The defaulting Member shall have no voting rights with respect to the aforementioned decision.

## **ARTICLE 11**

### ***Final provisions***

- 11.1 This Agreement is subject to French law.
- 11.2 All documents relating to this Agreement shall be written in English.
- 11.3 The present Agreement is concluded *intuitu personae*. As a consequence, it cannot be ceded by one of the Parties without the prior written agreement of the other Parties.
- 11.4 In the event of a disagreement the Parties shall seek to resolve their differences amicably.
- 11.5 In the event of lasting disagreement, exclusive jurisdiction is given to the appropriate Courts of Grenoble.

Established, in English, in 8 copies.

[SIGNATURES ON PAGES 18-25]

**For ESRF**

F. SETTE

L. SANCHEZ ORTIZ

PLACE: Grenoble

DATE:

**For SOLEIL**

J. DAILLANT

J-M. CASSAGNE

PLACE:

DATE:

**For ELETTRA**

A. FRANCIOSI

PLACE:

DATE:

**For CELLS**

C. BISCARI

PLACE:

DATE:

**For MAX IV**

C. QUITMANN

P. ANDERSSON

PLACE:

DATE:

**For DESY**

E. WECKERT

PLACE:

DATE:

**For SOLARIS**

M. STANKIEWICZ

PLACE:

DATE:



**For INAF**

N. D'AMICO

PLACE:

DATE: