



European Organisation
for Astronomical
Research in the
Southern Hemisphere

Organisation Européenne
pour des Recherches
Astronomiques
dans l'Hémisphère Austral

Europäische Organisation
für astronomische
Forschung in der
südlichen Hemisphäre

AGREEMENT
CONCERNING THE HOSTING AND OPERATIONS OF THE
PLATOSpec TELESCOPE
AT 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

PLATOSpec Consortium, hereinafter referred to as “PLATOSpec”, represented by

2. **Astronomický ústav AV ČR, v.v.i**

Fricova 298

25165 Ondřejov, Czech Republic

Hereinafter referred to as “ASU”

3. **Thüringer Landessternwarte Tautenburg**

Sternwarte 5

D-07778 Tautenburg, Germany

Hereinafter referred to as “TLS”

4. **Pontificia Universidad Católica de Chile, through its Centro de Astro-Ingeniería (AIUC)**

Avenida Libertador Bernardo O'Higgins 340

Santiago de Chile, Chile

Hereinafter referred to as “UC”

5. **Masaryk University**

Zerotínovo náměstí 617/9

601 77 Brno, Czech Republic

Hereinafter referred to as “MU”



6. Universidad Adolfo Ibáñez

Avenida Diagonal Las Torres 2640, Peñalolén
Santiago de Chile, Chile
Hereinafter referred to as “**UAI**”

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

PREAMBLE

- **Noting** that the PLATOSpec Telescope PLATOSpec project started with the refurbishment and automatization of the ESO's 1.52-m telescope at La Silla in 2021 and subsequently a modern Echelle spectrograph will be installed and commissioned. In the long term, the facility will be devoted to ground-based support of the PLATO space mission. This project will enable the involved institutes to become official members of the PLATO team and to be key players in the PLATO follow-up.
- **Taking into account** that the hosting of the PLATOSpec Telescope to date is based on the original agreement “AGREEMENT CONCERNING THE HOSTING AND OPERATIONS OF THE PLATOSpec Telescope at the La Silla Paranal Observatory in Chile” signed on the 10th of December 2020.
- **Noting that** the PLATOSpec Consortium has notified ESO of the change of its original composition.
- **Noting that** the existing agreement, signed on the 10th of December 2020 is superseded by the present agreement “Agreement concerning the hosting and operations of the PLATOSpec Telescope at the La Silla Paranal Observatory in Chile”, from the date the latter is effective.

PLATOSpec will also make two other significant contributions to exoplanet research. First, it will confirm and characterize hot Jupiter planets and some Neptune-sized planets with the radial velocity method and to determine their physical parameters. Although these systems will be important for understanding such objects, these will largely be ignored by larger telescopes whose primary focus is on confirming the smallest planets. Second, PLATOSpec can look for outer, non-transiting planets to host stars of the planets found by PLATO. This is important for understanding the complete architecture of exoplanetary systems and how these may influence the formation and evolution of the close-in, transiting planets of PLATO discoveries. This requires dedicated, long-term monitoring which only few facilities like PLATOSpec can provide.

The facility is planned for operation in 2024 and it will start by contributing also to TESS space mission making us thus better prepared when PLATO comes online. Naturally, additional scientific programs, particularly those requiring long-term monitoring can also be pursued. The characteristics of the system will make the project unique and complementary to existing instrumentation such as HARPS or the EULER telescope.

The project will be operated by a consortium comprised of Astronomický ústav AV ČR, v.v.i., the Thüringer Landessternwarte Tautenburg and the Pontificia Universidad Católica de Chile with contribution of additional partners. Noting that the PLATOSpec Telescope has not changed any equipment belonging to it, the PLATOSpec Consortium has notified ESO of the change of its original composition by adding two new partners identified on ANNEX F.



It is agreed as follows

Article 1

Installation and Operation

The PLATOSpec project plans

- the conversion of the ESO 1.52-m telescope into an autonomously operating telescope.
- the installation a new fibre-linked high-resolution spectrograph at the ESO 1.52-m telescope at La Silla.
- the ground-based spectroscopic follow-up of the PLATO space mission.

The PLATOSpec project expects to be operational in the course of 2024 for at least 10 years. The operation will be remote from partner's control sites.

This Agreement covers the construction and installation phase 2020-2024 (5 years).

The operation phase will be covered by the extensions of this agreement (5 + 5 years).

ESO agrees that the PLATOSpec Consortium shall install, maintain and operate the 1.52-m remote telescopes and facilities ('the PLATOSpec Equipment') listed in ANNEX A at the location shown in the map in **ANNEX B** at the La Silla Observatory.

ESO shall be the fiduciary owner of the 1.52 m Equipment contributed by the PLATOSpec Consortium members after installation on the La Silla site and for the duration of the project. The Equipment shall be regarded as belonging to ESO under the immunities and privileges granted by the Government of Chile and considered in Articles IV, V and VI of the Agreement between the Government of Chile and ESO for the Establishment of an Astronomical Observatory in Chile dated November 06, 1963 as amended by the Interpretative, Supplementary and Amending Agreement to the Agreement between the Government of Chile and ESO for the Establishment of an Astronomical Observatory in Chile, signed by the Government of Chile and ESO on April 18, 1995 (hereinafter the 1995 Agreement). Accordingly, all contacts with Chilean authorities on matters related to this Agreement shall be maintained exclusively by ESO.

Upon expiry of this Agreement and when the PLATOSpec Equipment is removed from the site, the ownership of the PLATOSpec Equipment shall revert back to the PLATOSpec Consortium.

The PLATOSpec Consortium will remain responsible for the PLATOSpec Equipment. Insurances, if any, shall be provided by the PLATOSpec Consortium.

Although observers and personnel of members of the PLATOSpec Consortium on scientific and technical duty to the PLATOSpec (PLATOSpec team) are not ESO staff they shall be under the authority of the ESO Director General while on the La Silla Observatory site. They shall comply with the safety rules applicable at the La Silla Observatory site and follow the instructions of the Director of the La Silla/ Paranal Observatory or his delegate in all matters regarding general site operations rules.

The PLATOSpec Consortium shall ensure that all members of the PLATOSpec team are adequately insured against any appropriate risks while on the La Silla Observatory site.



Article 2

ESO Deliverables and Exclusions

ESO grants to the PLATOSpec project:

- Access to the ESO 1.52-m telescope.
- Permission to upgrade the telescope into a remote telescope.
- Permission to refurbish telescope, dome, building, and ancillary systems.
- Permission to upgrade the (ex FEROS) spectrograph room.
- Permission to install the PLATOSpec spectrograph in the spectrograph room.
- Access to Internet for diagnostic purpose and transfer of engineering data at a rate of max. 300MB/d.
- Access to data transfer system to the ESO Science Archive Facility.

Transfer of raw data is limited to 5 GB/d and data has to be transferred according to the established protocol for Scientific Data Transfer for hosted telescopes.

- Access to electrical power (see reference monthly price in ANNEX C).
- ESO does not require that telescope, dome, building, and spectrograph room are restored to its initial configuration at the end of the agreement.
- ESO can provide a limited support upon request and on best effort basis against the cost indicated in ANNEX C.

Article 3

PLATOSpec Commitments

PLATOSpec commits to:

- convert the ESO 1.52-m telescope into a remotely controlled telescope.
- install a high-resolution (R approx. 70.000) optical (360-680nm) spectrograph that achieves a radial velocity accuracy of 5 m/s.
- maintain the ESO 1.52-m telescope, its dome, building, and ancillary systems.
- carry out a 10-year ground-based spectroscopic preparatory work and later follow-up for the PLATO space mission starting in 2023.
- document all changes to the 1.52-m telescope to ensure that the facility can be handed over back to ESO in operational state with an appropriate data package for further operation.
- provides an operation plan latest 12 months before the transition from construction to operation phase.

The PLATOSpec Consortium is fully responsible for the installation, maintenance and operation of the PLATOSpec Equipment and shall bear all associated costs.

The PLATOSpec Consortium 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 PLATOSpec Consortium 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 E** shall apply.

The PLATOSpec Consortium will make all PLATOSpec reduced data products (calibrated images and calibrated light curves), as well as the raw data available to the ESO archive, for data products following the regular Phase 3 process as described at <http://www.eso.org/sci/observing/phase3.html>.

All reduced (phase 3) data (1D spectra and RV curves) will be made available to the ESO community through the ESO Archive in annual data releases, starting with first release 6 months after start of regular scientific operations.

From the time of delivery to the archive, a proprietary period of one year is granted to the PLATO-Spec Consortium during which the PLATOSpec Consortium has exclusive use of its data generated in the preceding observing season. After this time, the data will be released through the ESO archive to the astronomical community free of any restrictions.

The PLATOSpec Consortium is fully responsible for the use and handling of all scientific data and results obtained under this Agreement. PLATOSpec shall not be responsible for the use and handling of such data and results to the extent that they have been disseminated to third parties.

Publications based on PLATOSpec data shall make the following statement: "Based on data collected under the PLATOSpec project at the ESO La Silla Paranal Observatory."

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 or after the commencement 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 by ESO to the PLATOSpec Consortium or vice versa. The PLATOSpec Consortium members hereby license to each other on a non-exclusive, royalty-free basis all intellectual property rights (including know-how) created through the performance of the PLATOSpec project (but not otherwise) for the continued performance of the project.

Article 5

Miscellaneous Agreements

Both parties agree that if the required data transfer rate for PLATOSpec turns out to be higher than the standard ESO bandwidth offered as stated in Article 2, they will jointly elaborate a solution on how the PLATOSpec Consortium can participate in the envisaged network connectivity upgrade of the Observatory in order to implement the required bandwidth.



Article 6

Schedule and Termination

The Agreement considers the construction and installation phase from 1st of January 2020 to 30th of December 2024 and envisages an operation phase of 10 years (extendable upon mutual consent of all parties), to be considered in correspondent amendments to this agreement.

The Agreement enters into force on the date of its last signature and expires on 30th of December 2024. 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 project, e.g. in case of severe budget cuts.

Upon expiry or termination of the Agreement, the PLATOSpec Consortium undertakes to remove from the La Silla site the PLATOSpec Equipment at its own costs.

Article 7

Costs and Payments

The yearly fee for hosted projects is waived in return for raw and reduced data products.

All incurring running costs (power, water, internet, manpower support) will be invoiced to the nominated Point of Contact of the PLATOSpec Consortium.

If not agreed explicitly, all other extraordinary infrastructural or logistic support services can be provided by ESO on a best effort basis only and will be charged to the Consortium according to general ESO rules and prices (**ANNEX C**) or against cost reimbursement (as the case may be).

ESO will invoice all costs related to PLATOSpec to the PLATOSpec nominated contact person. Corresponding payments shall be made within 30 days of receipt of ESO's invoice.

Article 8

Liability

Each party shall be responsible to the other party for liabilities arising from all direct claims, damages or suits arising from the acts or omissions of its own officers, agents, employees and members of its team, limited to gross negligence and willful 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 9

Anti-bribery

The parties covenant with each other to comply with all anti-bribery and anti-corruption laws, statutes, regulations and codes applicable to them. Without prejudice to the generality of the foregoing, each party shall maintain throughout the term of this Agreement the anti-bribery and anti-corruption policies which are applicable within their respective organizations and shall procure compliance therewith by all employees, agents and other representatives.

Article 10

Jurisdiction and Arbitration Clause

Further organizational details and arrangements not covered in this Agreement shall be agreed upon by the parties in any case in writing (i.e. exchange of letters). Should preconditions or circumstances underlying this Agreement change or cease, or terms have to be amended, the parties will enter into negotiations with the aim to conclude a written Amendment to this Agreement.

In case of disputes arising from this Agreement, the parties agree to enter into negotiations with the aim of reaching an amicable settlement. Failing such an amicable settlement, the parties shall resort to arbitration under the conditions described in **ANNEX D**.

Article 11

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

[Redacted]
[Redacted]
[Redacted]

For PLATOSpec:

Astronomický ústav AV ČR, v.v.i

[Redacted]
[Redacted]



Enclosures

Annex A: Description of items to be installed as part of the PLATOSpec facility

Annex B: Map of the planned PLATOSpec installation

Annex C: Standard cost rates for PLATOSpec as of Jan. 1, 2023

Annex D: Jurisdiction and Arbitration

Annex E: Routing and Packing

Annex F: Current Composition of PLATOSpec Consortium

Annex G: List of Consortium Collaborative Partner



Signed at Garching,, 2023

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



Date: 2023.05.04 08:19:42
+02'00'

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Signed at Ondřejov,, 2023

for the Astronomický ústav AV ČR, v.v.i



Datum: 2023.05.05
11:21:21 +02'00'

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Signed at Tautenburg,, 2023

Signed for Thüringer Landessternwarte Tautenburg, Germany,

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Signed at Santiago de Chile,, 2023

Signed for Pontificia Universidad Católica de Chile, Chile



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Signed at Brno,....., 2023

Signed for Masaryk University, Czech Republic

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Signed at Santiago de Chile,....., 2023

Signed for Universidad Adolfo Ibáñez

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ANNEX A

The planned PLATOSpec installation at La Silla Observatory

Description of the installation

General description:

New control systems to operate the telescope remotely - hardware and software items will be installed at the telescope. The main component will be a spectrograph PLATOSpec located in the spectrograph room connected with optical fibers. The front end with various optical elements will be mounted at the telescope and connected to the spectrograph by fibers.

Telescope parts and other hardware:

1. Sensors and others

- Incremental encoder of position
- Absolute encoder of position
- Servo amplifier
- Frequency converter (dome rotating)
- Other sensors
- Power supplies, transformers

2. Other equipment

- Video camera (dome camera)
- AllSky camera (colored version)
- Meteorological station (wind, rain, pressure, humidity, temperature, pyrgometer)
- Air pressure system including compressor and air-dryer
- SW-Correction model by ProjectSoft
- Auxiliary material

3. Electrical cabinets

- Main cabinet
- Cabinet - slit
- Cabinet - dome

4. Control system

- PLC CPU and I/O cards Beckhoff
- Industrial operator PC Win 10 1x
- Operator PC Win10 with TomPack visualization 3x
- Remote control terminals for manual handling
- Other auxiliary material
- Backup UPS 10kW

Spectrograph parts:

Spectrograph PLATOSpec (in the spectrograph room)

- components and elements of the spectrograph
- CCD chip 2x2 by Andor
- echelle grating



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- crossdispersing prisms
- optical fibers
- objective

Telescope front end and calibration unit:

- light metallic construction holding the optical elements such as fiber head and a pinhole
- calibration lamps, ThAr and flat lamps
- iodine cell holder



ANNEX B

Map of the planned PLATOSpec location at La Silla Observatory



Figure 1: Google Earth map of the La Silla facilities, indicating the location of the ESO 1.52 m telescope hosting the PLATOSpec project.



ANNEX C

Standard Cost Rates for PLATOSpec (2023 Prices)

1.	Telescope Electrical Energy Consumption According to actual consumption and cost during a given observing season. For reference, the electrical energy price at the La Silla site is per 2022.	€ 0,107039/kWh
2.	Technical Support 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: Unit costs: <ul style="list-style-type: none"> • Mechanics or electronics support • IT support • Optics support 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.	€ 47,50/hour € 79,30/hour € 79,30/hour
3.	Operational Support <ul style="list-style-type: none"> • Additional Operational Support of up to 10 hours per week may be provided on request and only on a best-effort basis. 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.	€31,70/hour
4.	Board and Lodging Costs in Chile (Rates as of January 1, 2023) <ul style="list-style-type: none"> • 24 hrs stay at La Silla • One –way surface transport between La Serena and La Silla The above prices for board, travel and lodging are subject to revision and are updated on a regular basis and can be found at "http://www.eso.org/sci/observing/travel/visas-instruc.html" . The board, travel and lodging prices published on the ESO website shall prevail.	€ 65.00 € 25.00



ANNEX D

Jurisdiction and Arbitration

Arbitration

Failing an amicable settlement, any dispute between the parties arising out of or relating to the Contract shall be finally settled by arbitration in accordance with the following rules:

- 1) Each party shall appoint an arbitrator within thirty days after notice has been given, by registered letter with acknowledgment of receipt, by either party to the other, of its intention to resort to arbitration. The two arbitrators shall, by joint agreement and within thirty days of the appointment of the second arbitrator, select a third arbitrator, who may in no case be drawn from amongst persons who are or have been in any way in the service of ESO or of the Contractor, or of any subsidiary or affiliated company of the latter. The third arbitrator thus selected shall preside over the Arbitration Tribunal.

- 2) Should one of the parties fail to appoint an arbitrator and/or the two arbitrators fail to agree on the selection of a third, the choice shall be made by the President of the Court of Arbitration of the International Chamber of Commerce ("ICC"), at the request of the first party to do so.

Should an appointed arbitrator be prevented for any reason from fulfilling his functions, a replacement shall be selected within a period of thirty days in accordance with the above procedure.

- 3) The arbitration proceedings shall take place in Munich unless otherwise agreed by the parties. With regard to matters of procedure not dealt with in the Contract, the procedure of the arbitration shall follow the code of civil procedure of the Federal Republic of Germany. The language of the proceedings shall be English.

- 4) The arbitrators shall be entitled to be assisted, in such manner as they see fit, by legal advisers, experts and other persons selected by them, to undertake investigations, to hear the parties either separately or in each other's presence, assisted if they so desire by legal advisers and/or experts, and generally to carry out any enquiries, investigations and hearings which may provide them with information for the performance of their task.

The parties shall readily provide the arbitrators with such assistance as they are capable of providing.

- 5) The arbitration tribunal shall faithfully interpret the terms of the Contract. The award shall be made by majority vote and shall set out the detailed reasons for the decision. The costs and fees of arbitration shall be determined and apportioned by the Arbitration Tribunal and shall in principle be borne by the unsuccessful party.

The award shall be made at the latest within one year of the final appointment of the third arbitrator. This time limit may be extended provided the parties agree.

- 6) The arbitration tribunal shall be the sole authority to take, at the request of either Party, any interim measures it deems necessary to preserve the respective rights of either Party or in respect of the matter in dispute.

Such interim measures may be established in the form of an interim award. The arbitration tribunal shall be entitled to require security for the costs of such measures from the party requesting the interim measure.

Request for urgent interim measures that cannot await the constitution of the arbitration tribunal may be made to the ICC International Court of Arbitration, to be decided in accordance with the relevant ICC Rules of Arbitration in force at the time of the signature of the Contract.

- 7) The award shall be final and binding upon the parties, who shall in advance undertake not to resort to any form of appeal or revision or make recourse to any other judicial authority against the award, whether ordinary or extraordinary.



Nevertheless, either party to the dispute may, within fifteen days of announcement of the arbitrators' award, request them to provide a joint interpretation of their award. This interpretation shall be given within thirty days of the award. During this time execution of the award shall be suspended.

- 8) The enforcement of the award or any interim award shall be governed by the rules in force in the state in which it is to be executed.
- 9) The arbitration clause set out in the present Paragraph shall be applicable to all amendments, modifications and addenda to the Contract, even if this Paragraph is not specifically mentioned therein and provided that there is no formal provision to the contrary in such amendments, modifications or addenda.

Status of ESO

ESO is an Intergovernmental Organisation set up by the Convention Establishing a European Organisation for Astronomical Research in the Southern Hemisphere concluded on 5 October 1962, and has its seat at Garching bei München, Federal Republic of Germany. ESO enjoys international status as defined in the Protocol on the Privileges and Immunities of ESO concluded on 12 July 1974, the Headquarters Agreement between the Government of the Federal Republic of Germany and ESO concluded on 31 January 1979 and the Agreement between the Government of Chile and ESO for the purpose of Establishing an Astronomical Observatory in Chile concluded on 6 November 1963, as amended by the Agreement concluded on 18 April 1995. Special legal, customs and fiscal conditions therefore apply to ESO in its Member States and in the Republic of Chile. The Contractor shall be deemed to be conversant with the effect of these special conditions and shall accordingly, in conjunction with the appropriate ESO services, make such arrangements as may be required.

Applicable Law

- 1) ESO contracts are subject to the regulations adopted by ESO by virtue of its international status. For matters of substance not specifically covered by these regulations or the Contract, the Contract shall be governed by German law.
- 2) ESO contracts are deemed to have been drawn up and to be performed in Munich.



ANNEX E

Routing and Packing

1. Shipping, Import, Export and Customs procedures

The procedure laid down in this document shall apply to all imports, exports and shipping 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 La Silla 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 PLATOSpec project, the Consortium 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 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 the PLATOSpec 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 La Silla 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

PLATOSpec Project

Contract No.

Box No.:

Net weight..... kg

Gross weight..... kg



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

For packages to be handled with cranes, the position of the center 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: kcedon@eso.org , 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, their individual gross and net weight in kg.

The description and value of the goods shipped shall be in English.



ANNEX F

Composition of the PLATOSpec Consortium

The current composition of the PLATOSpec Consortium is as indicated:

- Astronomický ústav AV ČR, v.v.i (ASU)
 - The ASU is the leading institute of the Consortium. The PI and main contact person from the ASU is [REDACTED]. ASU is coordinating the efforts to obtain the funding, building, commissioning and running of the spectrograph in the first phase.
 - ASU maintains a PLATOSpec management team which currently includes Dr. [REDACTED]. The PLATOSpec management team is responsible for preparing of documentation for each phases of the project, for coordination of efforts between Consortium partners and for the meeting of the schedules and agreed timelines and delivery dates if possible.
 - ASUs contribution shall be a refurbishment of the 1.52-m telescope and its preparation for the operational phase. The works would include the exchange of control software, tests and equipment of all necessary new components and systems. Furthermore, ASU will be overseeing the refurbishment of the dome, if needed.
- Thueringer Landessternwarte Tautenburg (TLS)
 - The TLS team is led by the PI [REDACTED] and consists of [REDACTED] and other members. The main responsibility of the TLS team is overseeing of the Front end and Calibration unit. Furthermore, TLS will be also providing their expertise for the data reduction pipeline.
- Pontificia Universidad Católica de Chile
 - The UC team is led by [REDACTED]. The main responsibility of the UC team is the delivery of the spectrograph.
- Masaryk University (MU)
 - The MU team is led by [REDACTED] and currently includes doc. [REDACTED], [REDACTED] and [REDACTED]. The main responsibility of the team is supporting of remote observations. The MU team will contribute also to a funding of an Adaptive Optics system-
- Universidad Adolfo Ibáñez (UAI)
 - The Universidad Adolfo Ibáñez team is led [REDACTED]. The main responsibility of the UAI team is to develop the data processing pipeline to deliver calibrated spectra and precision radial velocities from the raw images.
- Future partners and type of membership
 - There is a possibility for interested parties to join PLATOSpec as partners. New memberships will be possible under different regimes and different contributions scheme.
 - The types of new memberships are:
 - Full member – shares a major contribution towards the hardware/software, manpower and operational costs. In return a full member participates in full on core science program (equal share of observing nights, publication policy). A full member becomes a voting right in the Consortium board.



- Minor partner – the contribution is a minor part towards the project costs. An example can be manpower or contribution towards operational costs. In return, corresponding science participation is foreseen (corresponding number of observing nights, publication policy participation). The weight of a vote of a minor partner in the Consortium board depends on the contribution towards the project costs. The limit of the sum of contribution of minor partners shall not exceed 1/3 of the total costs.
- Collaborative partner – the contribution should be clearly defined and it can consist of minor component of the projects SW/HW and a corresponding participation on science program. Collaborative partner does not have a vote in the Consortium board.
- Each new full member and new minor partner must be approved unanimously by the Consortium Board and in agreement with ESO. A new agreement will be required for this change.
- Each new collaborative partner shall be agreed by ESO. A list of approved collaborative partners is provided in **ANNEX G**. Any update of **ANNEX G** shall be processed as an amendment to the agreement.



ANNEX G

List of Consortium Collaborative Partners

1) None.

Certificado de firmas electrónicas:
EC6CBB660-FE0D-4595-84E8-158F9866FFE4



Firmado por

Firma electrónica

[Redacted]

GMT-04:00 Viernes, 11 Agosto, 2023 12:36:16

CHL 86088606

Identificador único de firma:

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