

Terms and Conditions

The use of the shared use facilities (hereinafter referred to as the "Facilities") made available by Quantum Beam Science Research Directorate, National Institutes for Quantum and Radiological Science and Technology (hereinafter referred to as "QST") is subject to the terms of use set forth herein and the user (hereinafter referred to as the "User") shall be bound by these terms.

Article 1 (Application)

The User intending to use QST's Facilities shall complete, affix his/her name and seal to, and submit an application in the format prescribed by QST.

Article 2 (Acceptance)

Upon receipt of the application referred to in the preceding paragraph, QST shall promptly decide whether or not to accept the application and, if the application is accepted, shall send a written confirmation to the User.

Article 3 (Payment of Usage Charge)

1. In consideration of its services, QST will charge the User a usage charge calculated in accordance with QST's predetermined calculation standard.
2. The User shall pay QST the usage charge defined in the preceding paragraph within thirty (30) days of receipt of the invoice, unless the User is prevented from doing so for a reason beyond its control.

Article 4 (User-Supplied Materials)

1. QST may require that the User supply to QST all or part of materials to be used for irradiation or other purposes (such materials being hereinafter referred to as the "User-Supplied Material(s)").
2. The User shall deliver to QST the required User-Supplied Material(s), if any, on or prior to the date of delivery specified by QST.
3. If QST deems any User-Supplied Material not appropriate for use, the User shall replace the inappropriate material with an appropriate one at his/her own expense by following QST's instruction.

4. Any damage arising in connection with User-Supplied Materials shall be the sole responsibility of the User except where such damage is attributable to QST.

Article 5 (Use of Facilities and Services)

1. In connection with his/her use of the Facilities, if the User needs to use QST's other facilities or services as well, such as the transport of radioactive materials, procurement of consumables or other related services, the User shall obtain QST's consent prior to such use.

2. In the case described in the preceding paragraph, the User shall pay the applicable usage charges or the actual costs as charged by QST.

Article 6 (Support to the User)

1. In connection with the use of the Facilities, the User may receive services from QST, such as the operation of necessary equipment, on a charged basis.

2. In connection with the use of the Facilities, the User may receive technical support from QST, such as helping the User to operate necessary equipment, prepare samples, or analyze data, on a charged basis.

3. If the User intends to receive such services or support as referred to in the preceding two paragraphs, the User shall first consult the staff in charge of the relevant facilities of QST as to whether such services or support is available and, if available, submit an application together with a completed form prescribed by QST.

4. In consideration of the services or support received pursuant to the preceding paragraphs 1 and 2, the User shall pay the charge based on the request by QST that will be calculated in accordance with QST's predetermined calculation standard; provided, however, that in cases where the User uses such services or support under a "project intended for publication" and an employee of QST becomes a co-author of the publication of the research results the charge payable under the preceding paragraphs 1 and 2 will not be charged.

Article 7 (Responsibility for Contractual Wastes)

If in connection with the User's radioactive wastes (hereinafter referred to as "Contractual Wastes") are generated, QST shall be responsible for the storage, treatment and disposal (these processes being hereinafter collectively referred to as the

"Treatment and Disposal") of the Contractual Wastes, if the User pays the costs incurred in connection with the Treatment and Disposal. The definition of terms in this term of shared-use program in QST facilities is provided the following paragraphs.

(1) Radioactive wastes: Radioactive isotopes defined by the act on the prevention of radiation damage due to radioactive isotopes, etc., or materials contaminated by radioactive isotopes, in which are intended to be disposed.

(2) Treatment and disposal: A series of acts which radioactive wastes are disposed as waste bodies.

Article 8 (Taking Back of Contractual Wastes)

1. If the User takes back Contractual Wastes at his/her own responsibility in accordance with paragraph 1 of the preceding Article, the User shall submit to QST the application required under Article 1 together with a notice stating the time and method of taking back the Contractual Wastes.

2. The User shall be solely responsible for all expenses incurred in connection with the taking back of Contractual Wastes.

Article 9 (Method of Determining the Quantity of Contractual Wastes Generated)

1. If the User's use under Article 1 is expected to generate Contractual Wastes, QST shall prepare a statement that confirms the estimated amount of generation of the radioactive wastes (such statement being hereinafter referred to as the "Confirmation of Estimated Amount"). Both QST and the User shall review the contents of the Confirmation of Estimated Amount and, if it is agreed that the contents are correct, affix his/her name and seal thereto.

2. QST shall, based on the figures reported in the Confirmation of Estimated Amount, determine the estimated amount of costs required for the Treatment and Disposal of the expected Contractual Wastes in accordance with QST's predetermined calculation standard.

3. After completion of the User's use under Article 2, QST shall prepare a statement that confirms the actual amount of radioactive wastes generated (such statement being hereinafter referred to as the "Confirmation of Actual Amount"). Both QST and the User shall review the contents of the Confirmation of Actual Amount and, if it is agreed that the contents are correct, affix his/her name and seal thereto.

4. QST shall, based on the figures reported in the Confirmation of Actual Amount,

determine the final amount of costs required for the Treatment and Disposal of the generated Contractual Wastes in accordance with QST's predetermined calculation standard.

Article 10 (Responsibility for Costs for Treatment and Disposal of Contractual Wastes)

The amount of costs that the User shall bear under Article 7 shall be the final amount determined pursuant to paragraphs 3 and 4 of the preceding Article.

Article 11 (Control of Individual Doses)

If the User uses the Facilities in the capacity of a radiation worker, the User shall pay the costs of individual dose control as charged by QST, which costs shall be calculated in accordance with QST's predetermined calculation standard.

Article 12 (Obligation to Restore Original Condition)

1. If the User wishes to make alterations to QST's facilities for the convenience of using the Facilities, the User shall obtain QST's prior approval at his/her own expense.
2. Upon completion of the use under the preceding paragraph, the User shall restore the altered facilities to their original condition and have the restored facilities inspected by QST.

Article 13 (Project Report and Publication of Research Results)

1. In cases where the User uses the Facilities under a "project intended for publication", the User shall submit a project report to QST and publish research results, pursuant to the following provisions.
2. The project report shall be submitted in a form prescribed by QST within sixty (60) days from 1st April of the year following the QST's fiscal year in which the User has used the facility (hereinafter referred to as "Facility Use Fiscal Year"). QST shall have the right to publish the project report submitted.
3. Research results shall be published within two (2) years from 1st April of the year following the Facility Use Fiscal Year by a journal article or other methods prescribed by QST with notification given to QST in a form prescribed by QST. However, this does not apply if QST accepted deadline extension upon the user's request. In cases where

the User uses the SPring-8 facilities, the requirement of publication is satisfied by the registration of peer-reviewed articles in the SPring-8 Publications Database according to the SPring-8 publication rules.

4. If the User fails to submit a project report or publish research results by the deadline (extended deadline, if QST has accepted a deadline extension request) set forth in the preceding provisions, the User shall pay the difference between the usage fee applied to a “project not intended for public disclosure” and the usage fee the user already paid. In the case where a “project intended for publication” is changed to a “project intended for non-publication”, the User must submit a request to the Public Interest Incorporated Foundation Japan Synchrotron Radiation Research Institute (JASRI), according to rules of JASRI within sixty (60) days after completion of the experiment, or the end of the fiscal year, whichever comes earlier.

Article 14 (Ownership of Intellectual Property Rights)

1. If the User intends to apply for registration of any intellectual property rights created through the use of the Facilities, the User shall first consult with QST.

2. If an invention or innovation is jointly developed by QST and the User, all intellectual property rights associated with the invention or innovation shall be the joint property of QST and the User (any such intellectual property right being hereinafter referred to as a "Jointly Owned Intellectual Property Right"). If QST or the User intends to register such a Jointly Owned Intellectual Property Right, the application for the registration shall be made in the joint names of QST and the User on the basis of an agreement to be entered into between the parties that provides for the terms of joint application including those concerning the parties' respective shares in the Jointly Owned Intellectual Property Right.

3. If an invention is involved in connection with the use of the Facilities, QST and the User shall take all necessary action to obtain from the inventor the right to procure registration of the intellectual property rights associated with the invention.

Article 15 (Utilization of Results)

1. If the User publishes any of the results derived from its use of the Facilities under a "project intended for publication", the User shall expressly state in the publication that the use was made under the "Shared Use Program of QST Facilities".

2. If the User receives the services or support under paragraph 1 or 2 of Article 6 in

connection with the use of the Facilities, the User must consult with the employee in charge of QST on handling of the results.

Article 16 (Licensing of Intellectual Property Rights)

1. If either QST or the User permits a third party or a person nominated by the User to use a Jointly Owned Intellectual Property Right, QST or the User, as appropriate, shall enter into with such person an agreement that stipulates the terms and conditions regarding the licensing of the Jointly Owned Intellectual Property Right including those relating to the payment of royalties.
2. If the User exploits a Jointly Owned Intellectual Property Right commercially and QST does not participate in such commercial exploitation, the User shall pay QST an amount to be determined between the parties in proportion to their respective shares in the Jointly Owned Intellectual Property in compensation for QST's non-participation in the said commercial exploitation.

Article 17 (Licensing to Third Parties)

Both QST and the User may grant a license to any third party to use any of Jointly Owned Intellectual Property Rights with the consent of the other party.

Article 18 (Costs to Manage Intellectual Property Rights)

1. Both QST and the User shall bear their own costs and expenses (including without limitation patent attorneys fees, filing fees, and maintenance fees) in connection with the management of their solely owned intellectual property rights that have been created through the use of the Facilities.
2. Except as otherwise provided, if any intellectual property right resulting from the use of the Facilities is jointly owned by QST and the User, the costs and expenses (including without limitation patent attorneys fees, filing fees, and maintenance fees) incurred to manage the intellectual property right shall be borne by QST and the User in proportion to their respective shares in such intellectual property right.

Article 19 (Confidentiality)

1. Neither QST nor the User shall disclose to any third party any confidential information of the other party that may be acquired as a result of or in connection with

the use of the Facilities, with the exception of the following information:

- (1) Information that is already in the public domain at the time of acquirement from the other party;
 - (2) Information that becomes part of the public domain through no fault of the receiving party after it is acquired from the other party;
 - (3) Information that can be demonstrated to have been already in the possession of the receiving party at the time of acquirement from the other party;
 - (4) Information that is acquired without any obligation of confidentiality from a third party duly authorized to disclose the information;
 - (5) Information that can be demonstrated to have been independently developed by the receiving party without reliance on any information acquired from the other party;
 - (6) Information that is published or disclosed with the written consent of the other party; or
 - (7) Information that is required by law or court order to be disclosed, provided that the receiving party shall immediately notify the other party of the requirement.
2. Depending on the purpose or nature of the use of the Facilities, QST and the User may agree on special terms with respect to confidentiality.

Article 20 (Suspension of Operation of Facilities)

1. If QST is prevented from continuing the operation of its Facilities or other facilities as a result of an accident or other circumstance, QST shall promptly notify the User to that effect.
2. QST shall not be liable for any damage resulting from such discontinuation of operation as referred to in the preceding paragraph.

Article 21 (Damages)

In the event that the User causes any damage to QST's facilities or equipment through his/her use of the Facilities, the User shall immediately report it to QST and shall pay a reasonable amount of compensation to QST.

Article 22 (Disclaimer of Liability)

QST shall not be liable for any damage or injury caused as a result of intentional conduct or negligence on the part of the User in the use of the Facilities.

Article 23 (Compliance with Rules)

When using the Facilities, the User shall comply with applicable rules and regulations of QST and follow QST's instructions.

Article 24 (Modification or Termination of Agreement)

1. QST and the User may modify or terminate this Agreement subject to prior mutual consultation.
2. QST may terminate this Agreement if the User breaches or threatens to breach the duty of compliance required under the preceding article.

Article 25 (Effect of Termination)

The provisions of Articles 7, 8, 9, and 10 shall survive any termination of this Agreement and remain in force until a date to be determined by mutual agreement between QST and the User.

Article 26 (Resolution of Ambiguous Matters)

In cases where any matter is not provided for in this Agreement or any uncertainty or ambiguity arises with respect to the performance of this Agreement, the parties hereto shall seek a mutually agreeable resolution through mutual consultations.

Supplementary provision

(Effective date)

These terms are applicable from April 1, 2017.