

SPring-8 Feasibility Study Proposal for Industrial Application Agreement

1. Application Number or Proposal Number

2. Beamline Number

3. Experiment Title for Public Announcement

4. Project Leader's Name and Affiliation

I hereby agree to pay the fee for Feasibility Study Proposal for Industrial Application requested by the project leader above in accordance with the Terms and Conditions set forth below.

Signature _____

Name _____

Organization _____

Position _____

Date _____

Terms and Conditions

1. When the above Feasibility Study Proposal for Industrial Application (hereinafter referred to as the Proposal) requested by the above project leader (hereinafter referred to as the Spokesperson), appointed by the above organization (hereinafter referred to as the Organization), is implemented, the Japan Synchrotron Radiation Research Institute (hereinafter referred to as JASRI) shall charge the beamtime fee and the user fee determined based on the "SPring-8 Beamtime Report" to the Organization. The Organization shall then make payment of the fees to the JASRI's designated bank account within 60 days of the invoice date. The Organization shall be responsible for any bank charges incurred.
2. The proprietary beamtime fee for time-designated use (90,000 yen/1 hour) shall be applied to the Proposal.
3. The Organization shall be charged the user fee, which is composed of a fixed fee charged for wear and tear on the facility (1,340 yen/1 hour) and a variable fee charged for consumables actually used.
4. In the event of any reduction or cancellation of scheduled beamtime not attributable to the Spokesperson (e.g. equipment failure, etc.), the amount of beamtime shall be determined through consultation between JASRI and the Organization.
5. The Organization shall agree to the following conditions regarding the JASRI's responsibility and indemnity:
 - 1) The Proposal shall be provided at the existing technical level obtained through the conventional measurement support at SPring-8. JASRI shall not guarantee the Proposal beyond the level or the accuracy and validity of the obtained measurement results.
 - 2) JASRI shall not be liable for any damages arising from the management, processing, measurement and shipment of samples except in cases of willful misconduct or gross negligence.
 - 3) JASRI shall not be liable for any damages caused to the samples as a result of the reduced beamtime. JASRI may not compensate the Organization for the reduced beamtime.
6. JASRI shall have the primary responsibility for maintaining a stringent regime governing the handling of the application and other forms submitted by the Spokesperson and confidential information contained in the application, and shall not disclose or otherwise make available such information to any third party. JASRI shall be responsible for the management of the samples provided by the Spokesperson and the obtained measurement results, and the Spokesperson shall provide necessary support upon request of JASRI. JASRI shall not disclose any information unless otherwise agreed in advance. This confidentiality clause shall take effect on the date when the Spokesperson agrees to the Rules for Users and remain in force for a period of three years.
7. The results obtained through the Proposal (measurement data) shall belong to the Organization.

Information provided in the solid-line boxes is excluded from the confidentiality requirement.