

Rules for Users (SPring-8 Feasibility Study Proposal for Industrial Application)

Article 1: General Requirements

SPring-8 Feasibility Study Proposal for Industrial Application (hereinafter referred to as "Feasibility Study Proposal") shall be provided only for peaceful purposes. When users attend measurement sessions, they shall not perform measurements and shall endeavor to maintain good relations with other users. Users shall comply with the instructions and guidance relating to the safety and management of SPring-8 provided by the Japan Synchrotron Radiation Research Institute (hereinafter referred to as "JASRI") as well as all relevant SPring-8 rules and procedures.

Article 2: General Insurance

Users shall take out appropriate personal injury and liability insurance before conducting experiments. If their project teams include students, they shall make sure that all the students take out appropriate personal injury and liability insurance.

Article 3: Confirmation Form

JASRI shall issue a Feasibility Study Proposal for Industrial Application Confirmation Form (hereinafter referred to as "Confirmation Form") to the project leader (hereinafter referred to as the "Spokesperson") and perform measurements within the scope of the "Confirmation Form." The Spokesperson shall provide JASRI with information about the samples to be measured (hereinafter referred to as the "Samples").

Article 4: Safety Measures

The Spokesperson shall provide adequate safety measures on the samples.

Article 5: Cooperation

JASRI may consult the Spokesperson on matters agreed by the Spokesperson to discuss techniques and methods best suited to performing measurements, and the Spokesperson shall provide reasonable cooperation in this regard.

Article 6: Change in the Amount of Beamtime

If the Spokesperson wishes to change (reduce) the amount of scheduled beamtime, the Spokesperson shall so request in writing to obtain consent from JASRI at least one week prior to the scheduled date of measurements.

Article 7: Completion of Measurement

JASRI shall provide the results in the form of a measurement report to the Spokesperson after the completion of measurements. If need arises, JASRI shall issue a new measurement report. JASRI shall then send back the returnable Samples to the Spokesperson together with the measurement report. The cost of return shipping shall be borne by the Spokesperson.

Article 8: SPring-8 Beamtime Report

Upon completion of the measurements, the Spokesperson shall submit the "SPring-8 Beamtime Report" to JASRI. The Spokesperson shall agree to allow JASRI to use information contained in the "SPring-8 Beamtime Report" for any reasonable purpose; including the publication of statistics about the use of SPring-8.

Article 9: Beamtime Fee

JASRI shall determine the amount of beamtime actually used based on the submitted "SPring-8 Beamtime Report" and charge the organization that agreed to the "SPring-8 Feasibility Study Proposal for Industrial Application Agreement" (hereinafter referred to as the "Organization") the beamtime fee (time-designated use: 90,000 yen/hr). The payment shall be made to JASRI's designated bank account within 60 days of the invoice date. The Organization shall be responsible for any bank charges incurred.

Article 10: User Fees

The Organization shall be charged the "User Fees": 1,340 yen/hr, as a fixed fee for wear and tear on the facility and a variable fee for consumable supplies. To calculate the total amount due, JASRI shall determine the amount of beamtime actually used based on the submitted "SPring-8 Beamtime Report" and the amount of consumable supplies actually used. The user fees shall be billed to the Organization. Payment shall be made to JASRI's designated bank account within 60 days of the invoice date. The Organization shall be responsible for any bank charges incurred.

Article 11: Loss of Beamtime

In the event of any reduction or cancellation of scheduled beamtime not attributable to users (e.g. facility failure, etc.), the user fees and the beamtime fee shall be calculated based on the amount of beamtime actually used through consultation between JASRI and the Organization. The Organization shall not make a claim against JASRI for any damages arising from the loss of beamtime or file for compensation of beamtime loss. In case that part of scheduled beamtime is lost for any reason other than the above, the Organization shall pay the user fees and the beamtime fee assessed based on the amount of scheduled beamtime.

Article 12: Confidentiality of Information

JASRI shall have the primary responsibility for maintaining a stringent regime governing the handling of the submitted application 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.

Article 13: Research Results

Any results obtained through the SPring-8 Feasibility Study Proposal shall remain the property of the Organization. Whenever users disseminate the results, whether through publications or any other methods (e.g. presentations, exhibitions, etc.), users shall acknowledge the role of SPring-8 and quote the relevant experiment title and number. Moreover, users shall register the results with the SPring-8 Publications Database and provide JASRI.

Article 14: Intellectual Property

In the event that the Organization has applied for a patent or other form of intellectual property protection for the results obtained through the SPring-8 Feasibility Study Proposal, the Spokesperson shall promptly notify JASRI when the application is published.

Article 15: Injuries

In the event of an accident or disaster, the project leader or the team leader in charge of the experiment at SPring-8 shall deal with the situation responsibly and promptly notify JASRI.

Article 16: Termination of SPring-8 Feasibility Study Proposal

If users fail to comply with the provisions of the Rules for Users, the documents submitted to JASRI turned out to contain false information, or JASRI deems that users interfere with the operation of SPring-8, JASRI may terminate the SPring-8 Feasibility Study Proposal.

Article 17: Disclaimer

JASRI shall not be responsible for any damage or loss incurred by users in relation to their use of SPring-8 facilities, unless the damage or loss is due to intentional acts or gross negligence by JASRI.

Article 18: Compensation

If users damage SPring-8 facilities, equipment or persons, either willfully or through gross negligence, JASRI may require them to meet all or part of the cost of repairs. JASRI shall take due account of all relevant circumstances in determining the degree of user liability.

Article 19: Interpretation of this Document

This is a translation of an original document produced by JASRI in Japanese. According to Japanese law, JASRI shall resolve any questions that may arise about its interpretation with regard to the Japanese original; any subsequent litigation shall take place in a Japanese court having jurisdiction over SPring-8.