

Agreement

(Budding Researchers Support)

I hereby certify that I have read, understood, and will comply with the “Rules for Users” on the next page to apply for the Budding Researchers Support Program.

Application No. or Proposal No.: _____

Project Leader: _____

Signature: _____

University: _____

Phone: _____

SPring-8 User Card No.: _____

Date: _____

I hereby confirm that the project leader and I bear equal responsibility to abide by the “Rules for Users,” and I will provide support, advice, and guidance to the project leader responsibly.

Ph.D. Advisor: _____

Signature: _____

University: _____

Phone: _____

SPring-8 User Card No.: _____

Date: _____

Rules for Users (Budding Researchers Support)

Article 1: General Requirements

SPring-8 users (hereinafter referred to as "users") shall:

- (i) carry out the experiments only for peaceful purposes;
- (ii) take every appropriate measure to ensure the safety of their experiments;
- (iii) comply with the provisions of the Japan Synchrotron Radiation Research Institute (hereinafter referred to as "JASRI"), together with all relevant SPring-8 rules and procedures;
- (iv) comply with JASRI's instructions and directives relating to the use of SPring-8;
- (v) cooperate with other users to promote the safe and smooth operation of SPring-8.

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: Research Equipment and Samples/Reagents Brought to SPring-8

Users who wish to bring research equipment and samples/reagents to SPring-8 shall:

- (i) first obtain authorization from JASRI;
- (ii) be responsible for the safe management of all such items at SPring-8; and
- (iii) take these items away when their experiment is complete.

Article 4: Use of Facilities and Equipment

Users shall comply with JASRI's rules and regulations relating to the use of SPring-8 facilities and equipment. They shall follow instructions given by SPring-8 facility managers and safety control personnel. After completing their experiments, users shall restore SPring-8 facilities and equipment to the condition in which they found them.

Article 5: Before Starting Experiments

Users shall perform a routine check of the beamline and experimental station to see if there are any problems, and if there is, they shall report it to JASRI. Upon request of JASRI, users shall undergo a required beamline check.

Article 6: After Finishing Experiments

After users have finished their experiments, users shall undergo a beamline check by JASRI to confirm that they have restored SPring-8 facilities and equipment to their original condition. If JASRI deems that further action is necessary, users shall respond accordingly.

Article 7: Payment

Users shall comply with JASRI's requests for payment to cover the use of communication, accommodation and other facilities. They are exempt from paying the beamtime fee.

Article 8: SPring-8 Beamtime Report

Users shall submit a "SPring-8 Beamtime Report" immediately after completing their experiments. Users shall allow JASRI to use information contained in this report for any reasonable purposes; including the publication of statistics about the use of SPring-8.

Article 9: User Fees

Unless otherwise exempted, users are charged user fees: 10,720 yen/shift (8 hours)*, 1,340 yen/hour*, 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 number of beamtime shifts 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 payer from whom the project leader has obtained consent to pay. Payment shall be made to JASRI's designated bank account within 60 days of the invoice date. The payer shall be responsible for any bank charges incurred.

* The following fee is applied to the proposals conducted by September 30, 2019.

User Fees: 10,560 yen/shift (8 hours), 1,320 yen/hour.

Article 10: Loss of Allocated Shifts

In the event that users lose part or all of their scheduled shifts due to reasons attributable to the facility, users shall not make a claim against JASRI for any damages arising from the loss of shifts or file for compensation of beamtime loss.

Article 11: Experiment Summary Report

Within 60 days from the completion of their experiment, users shall provide JASRI with an "Experiment Summary Report" describing the purpose, experiment method, experimental data, samples, beamline name, and summary of the results. Users shall allow JASRI to use the information contained in the Experiment Summary Report for any reasonable purposes including publishing, statistical work, and processing for inclusion in SPring-8 publications in both electronic and print media.

Article 12: Publication and Registration of Research Results

Users shall publish their results in the form of a refereed journal article (incl. refereed proceedings and dissertation), a SPring-8/SACLA Research Report refereed by JASRI, or a technical journal article approved by JASRI, register the published works with the SPring-8 Publications Database within three years from the end of the half-year research term. In the publications, users shall clearly state that the results were obtained through the use of SPring-8 specifying the relevant experiment title and number.

Article 13: Deadline Extension for Publication of Research Results

When users cannot disseminate their results within three years due to special circumstances, they shall request a deadline extension between three months to one year prior to the expiration of the three-year deadline and seek approval from JASRI. Users shall abide by the decision made by JASRI.

Article 14: Intellectual Property

In the event that users have applied for a patent or other form of intellectual property protection for the results obtained through the use of SPring-8, they shall promptly notify JASRI when the application is published.

Article 15: Provision of Information on Research Results

In addition to the refereed journal article, users are required to report to JASRI any types of publications, if any, such as review materials, invited talks, and awards on the obtained results to help JASRI collect and disseminate as many SPring-8 related results as possible.

Article 16: Injuries

In the event of an accident or disaster, the project leader and his or her Ph.D advisor/mentor shall deal with the situation responsibly and notify JASRI promptly.

Article 17: Termination of User Access Rights

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

Article 18: 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 19: 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 20: 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.