

Rules for Users (Proprietary, General Proposal / Time-Designated Proposal)

Article 1: General Requirements

Users of the SACLA (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 rules and procedures; (iv) comply with JASRI's instructions and directives relating to the use of the SACLA; (v) cooperate with other users to promote the safe and smooth operation of the SACLA.

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 the SACLA

Users who wish to bring research equipment and samples/reagents to the SACLA shall:

(i) first obtain authorization from JASRI; (ii) be responsible for the safe management of all such items at the SACLA; 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/SACLA facilities and equipment. They shall follow instructions given by SPring-8/SACLA facility managers and safety control personnel. After completing their experiments, users shall restore SPring-8/SACLA 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: Change in the Amount of Beamtime

If users wish to change (reduce) the amount of scheduled beamtime, they shall so request in writing to obtain agreement from JASRI at least one month prior to the start of the scheduled beamtime.

Article 7: After Finishing Experiments

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

Article 8: 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 9: SACLA Notification of Completion of Beamtime

Users shall submit a "SACLA Notification of Completion of Beamtime" 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 the SACLA.

Article 10: Beamtime Fee

JASRI shall determine the amount of beamtime actually used based on the submitted "SACLA Notification of Completion of Beamtime" and charge the payer who agreed to the "Proprietary Use Agreement for Public Beamline" the beamtime fee (general proposal: 1,098,000 yen/2 hours, 549,000 yen/hour, time-designated proposal: 1,647,000 yen/2 hours, 823,500 yen/hour). The 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.

Article 11: User Fees

Users are charged user fees: 3,100 yen/2 hrs., 1,550 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 "SACLA Notification of Completion of Beamtime" 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.

Article 12: Loss of Beamtime

In the event that users lose part or all of their scheduled beamtime due to reasons attributable to the facility, the fixed fee shall be calculated based on the number of beamtime actually used through mutual consultation between JASRI and users. Users 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, users shall pay the fixed fee assessed based on the number of scheduled beamtime.

Article 13: Confidentiality of Information

JASRI shall have the primary responsibility for maintaining a stringent regime governing the handling of the submitted proposal applications and confidential information contained in the applications, and shall not disclose or otherwise make available such information to any third party. The project leader shall be responsible for the management of the samples and reagents brought to SACLA for experiments, files containing data, and measurement results.

Article 14: Dissemination of Research Results

Any results obtained through the use of SACLA shall remain the property of the person who has agreed to the "Proprietary Use Agreement for Public Beamline". Whenever users disseminate the results of their experiments, whether through publications or any other method (for example, presentations or exhibitions), they shall acknowledge the role of SACLA in the research and quote the relevant experiment title and number. Moreover, users shall register their research results with the SPring-8/SACLA Publications Database and provide JASRI.

Article 15: 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 the SACLA, they shall promptly notify JASRI when the application is published.

Article 16: Injuries

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

Article 17: Termination of User Access Rights

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

Article 18: Disclaimer

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

Article 19: Compensation

If users damage SPring-8/SACLA 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 the SACLA.