

Rules for Users (Non-Proprietary, General Proposal / Urgent 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: 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 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: 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 9: User Fees

Users are charged user fees: 18,600 yen/shift (12 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 number of beamtime shifts 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 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, the fixed fee shall be calculated based on the number of shifts 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 shifts or file for compensation of beamtime loss. In case that part of scheduled shifts is lost for any reason other than the above, users shall pay the fixed fee assessed based on the number of scheduled shifts.

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 publications in both electronic and print media.

Article 12: Change of Research Type (General Proposal Only)

Users who belongs corporate enterprise located and registered in Japan may request, by following the prescribed procedures, to switch the research type from non-proprietary to proprietary within 60 days after the completion of the experiment or the end of the fiscal year (the end of March), whichever comes first; provided, however, that this shall not apply to proposals other than general proposals (priority strategy proposal, etc.) or the proposals whose Experiment Summary Report has already been submitted. When users switch the research type to proprietary, they are required to comply with the Rules for Users for proprietary research.

Article 13: 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 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 the X-ray Free Electron Laser Facility (SACLA) specifying the relevant experiment title and number. As for proposals using SPring-8 synchrotron radiation through the complementary use of SACLA and SPring-8, users shall state in their publications that the results were obtained by using both the X-ray Free Electron Laser Facility, SACLA, and the Large Synchrotron Radiation Facility, SPring-8.

Article 14: 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 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: 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 related results as possible.

Article 17: 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 18: 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 19: 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 20: 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 21: 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.