

## MLF User Agreement

These Terms and Conditions are effective on and after October 13, 2023

### (Scope of Application)

Article 1: These terms and conditions shall apply to the use of the Materials and Life Science Experimental Facility (hereinafter referred to as "MLF") of the J-PARC Center, a jointly operated organization by the Japan Atomic Energy Agency (hereinafter referred to as "JAEA") and the High Energy Accelerator Research Organization (hereinafter referred to as "KEK"), when the Principal Investigator (hereinafter referred to as "PI") utilizes the MLF and also utilizes the neutron beam common use facility managed by the Comprehensive Research Organization for Science and Society (hereinafter referred to as "CROSS").

### (Peaceful Use)

Article 2: The results obtained through this experiment shall be used in compliance with the peaceful purposes such as the Atomic Energy Basic Act.

### (Observance of Regulations, etc.)

Article 3: PI must, when conducting experiments, comply with the relevant laws and regulations, as well as the regulations established by JAEA, KEK, and CROSS (hereinafter referred to as "Regulations, etc."), and must conform with the instructions of the Director of the J-PARC Center (hereinafter referred to as "Director") concerning safety management.

2 PI has responsibility for making other experiment participants comply with these terms and conditions.

### (Application for Use)

Article 4: In using the MLF, PI shall understand the contents of these terms and conditions firstly and submit a proposal to Director, based on the Guidelines for Proposal Application specified separately by Director.

### (Acceptance of Use)

Article 5: After accepting the proposal as specified in the preceding article, J-PARC Center, KEK, and CROSS, the operators of these user systems, shall decide on acceptance or rejection and notify PI his/her screening result.

- 2 PI and their affiliated supervisor must sign and submit the consent form accepting these terms and conditions to Director upon receiving the acceptance notification in the preceding section. (However, in case of " the joint use of KEK beamlines," the signature is not required.)
- 3 If PI requires the use of facilities, equipment, and other items (hereinafter referred to as "Facilities, etc.") owned by JAEA, KEK, and CROSS in connection with the use of MLF, PI may use such facilities, etc., in accordance with approval from the managing the facilities, etc.
- 4 PI shall conduct the use as stipulated in the preceding section with the due of care of a good manager.
- 5 PI may cancel the proposal by notifying the person responsible for managing the experimental equipment and facilities (hereinafter referred to as "instrument scientist") located in MLF before the start of the experiment, in the event that war, riot, strikes, fire, acts of God and other causes beyond its reasonable control of the affected party occur, after submitting the consent form in the second section.

(Change of Facilities)

Article 6: When PI intends to use the MLF by changing part of the Facilities, etc., he/she must consult with J-PARC Center in advance and obtain the approval of J-PARC Center. When the use has been completed, the facility must be restored to its original state promptly.

(Recommendations and Suspension of Use)

Article 7: When any of the following items applies, Director may make recommendations to PI.

- (1) When Director recognizes that the safety or soundness of J-PARC Center may be adversely affected.
  - (2) When Director finds that PI and Collaborators have violated the contents of the Terms and Conditions, Consent for MLF experiment – cum-Application for registration as “J-PARC user”, and other documents submitted to J-PARC Center and CROSS or have made a false application.
  - (3) When PI and Collaborators do not comply with the relevant laws and regulations as well as the regulations of JAEA, KEK, and CROSS.
- 2 When PI receives a recommendation set forth in the preceding paragraph, he/she must immediately consult with Director and take necessary measures approved by Director.

- 3 When PI does not follow the recommendations in Section 1 or in case of emergency, Director may order PI and Collaborators to discontinue the use of the MLF.

(Safety Education)

Article 8: PI and Collaborators must take safety education provided by J-PARC Center before using the MLF.

- 2 PI and Collaborators must take safety education provided by the organization managing the facilities, etc. before using the facilities, etc.

(Ensuring Safety, etc.)

Article 9: PI must follow the instructions of the instrument scientist when using J-PARC, JAEA, KEK and CROSS facilities.

- 2 PI must manage the samples, devices, instruments, chemicals, etc. (hereinafter referred to as "Samples, etc.") brought into J-PARC Center with the permission of Director with the due care of a good manager, safely and appropriately, and shall handle them with responsibility in accordance with the safety regulations of J-PARC Center.
- 3 PI must follow the instructions of the instrument scientist, when carrying out work involving dangers such as handling radiation work, high pressure gas, chemicals, etc.

(Discharge from Accidents, etc.)

Article 10: JAEA, KEK, and CROSS shall bear no responsibility whatsoever for any damages, losses, etc. arising from accidents, etc., due to causes attributable to PI, causes attributable to third parties, natural disaster and other causes of force majeure.

(Provision of Samples, etc.)

Article 11: When an instrument scientist requests the submission of all or part of the Samples, etc., required for experiments PI shall provide the Samples, etc. by the designated date.

(Support for Use)

Article 12: PI may request an instrument scientist to provide services such as operation of the equipment, transportation of radioactive materials, and other ancillary work, and to provide consumables.

- 2 PI may request an instrument scientist to provide technical guidance on the operation, control methods of equipment, preparation of experimental samples, and data

analysis methods of experimental data, etc.

- 3 PI shall pay the following expenses as additional costs to J-PARC Center.
  - (1) Expenses for services and technical guidance based on this article provided by JAEA staff, which the instrument scientist deems as special support. These expenses are calculated based on the contracted research expense calculation standards set by JAEA.
  - (2) Costs of special consumables, etc. required for the experiment, as well as the expenses incurred to use such consumables.

(Responsibility for Disposal of Radioactive Waste)

Article 13: In principle, PI should take responsibility for the generation of radioactive waste associated with his/her use of MLF.

- 2 PI may turn over responsibility for the radioactive waste generated as a result of the PI's use to JAEA by paying the fees calculated based on the provisions in the "Radioactive Waste Contract Regulations of the JAEA(Reiwa03 (Regulations) No. 34),"

(Damage or Accidents Causing Destruction or Damage to MLF and Facilities, etc.)

Article 14: When PI has intentionally or negligently lost or damaged the Facilities, etc., he/she must compensate for the loss or damage by restoring them to their original state or by paying money.

(Disclaimer in case of shutdown)

Article 15: When it becomes difficult to continue operation of the facility due to a failure, etc., the instrument scientist shall immediately notify PI. JAEA, KEK and CROSS are not responsible for any damage caused to the PI and the Collaborators. due to the suspension of the operation.

(Publication of Results through Open Access)

Article 16: For Non-Proprietary Use, beam usage fees are exempted. However, if the Experimental Report specified in the next paragraph is not submitted, beam usage fees shall be charged.

- 2 When PI conducts non-proprietary use, PI is required to submit an Experimental Report within 60 days after the end of the proposal term of the experiment. These reports will be open to public on the J-PARC Web site by J-PARC Center and CROSS.
- 3 Then the Experiment Report as specified in the previous paragraph is not submitted

by the deadline, PI shall not be able to apply for new proposals until the report is submitted, or the beam usage fees specified in the next paragraph is paid.

- 4 Further the Experiment Report is not submitted within 30 days after the deadline specified in Article 16(2), PI must pay the beam usage fees calculated based on the "Regulations on Determining Usage Fees for J-PARC MLF" (26J (Regulations) No. 9 of the JAEA, Regulations No. 13 of the KEK) as demanded by J-PARC Center by the deadline set by J-PARC Center.

(Publication of Papers, etc.)

Article 17: When PI publish the research results by means of refereed papers, refereed proceedings, doctoral dissertations, patents, publicly available technical reports, and annual reports and achievement collections published by J-PARC Center (hereinafter collectively referred to as "papers, etc."), PI shall promptly submit such information to J-PARC Center. PI shall clearly state in the publication the proposal number of the experiment and the fact that the PI used J-PARC/MLF for the experiment. The publication of research results is not required officially for proprietary use experiments, but when research results are published, such information shall be promptly provided to J-PARC Center.

- 2 J-PARC Center and CROSS shall promptly disclose the information of the submitted papers.
- 3 On the occurrence of any support by J-PARC Center and CROSS staff, the PI shall decide whether to treat them as co-authors in consultation with J-PARC Center and CROSS staff.

(Handling of experimental data of non-proprietary use experiments)

Article 18: J-PARC Center and CROSS will or may publish the experiment data of the non-proprietary use experiment three years after the end of the fiscal year PI completed the experiment.

(Proprietary Use)

Article 19: When PI conducts proprietary use, PI must pay the usage fee calculated based on the Regulations on Determining Usage Fees for J-PARC MLF, as demanded by J-PARC Center, by the deadline set by JAEA.

(Intellectual Property Rights)

Article 20: In this agreement, "intellectual property rights" shall refer to the following:

- (1) Patent rights, utility model rights, design rights, trademark rights, circuit layout rights as provided by the Act on Protection of Layout-Designs of Semiconductor Integrated Circuits, breeder's rights as provided by the Plant Variety Protection Act, and rights equivalent to each of these rights in foreign countries.
  - (2) Rights to obtain patents, rights to obtain utility model registrations, rights to obtain design registrations, rights to obtain trademark registrations, rights to register the establishment of circuit layout rights, rights to obtain variety registrations, and rights equivalent to each of these rights in foreign countries.
  - (3) Copyrights of programs and databases (referred to as "programs, etc.") as defined in the Copyright Act, and rights equivalent to each of these rights in foreign countries.
  - (4) Useful technical information that does not fall within the scope of the rights listed in the preceding three items, is not publicly known, and is recorded in a recognizable or recordable form by appropriate means (referred to as "know-how").
- 2 In this agreement, "invention, etc." shall mean inventions for which patent rights can be obtained, utility models for which utility model rights can be obtained, designs for which design rights can be obtained, trademarks for which trademark rights can be obtained, creative works for which circuit layout rights and copyrights of programs, etc. can be obtained, breeding for which breeder's rights can be obtained, and devising for which the right to use know-how can be obtained.

(Ownership, etc. of Intellectual Property Rights)

Article 21: When PI and/or Collaborators intend to file applications or take actions regarding inventions, etc. obtained by the use of MLF and facilities, prior discussion shall be held with J-PARC Center and CROSS regarding the contributions of each party to the said inventions, etc. If contributions are acknowledged, the distribution of ownership, cost sharing for management, and expenses (such as patent attorney fees, application fees, maintenance fees, etc.) shall be determined, and a separate contract shall be concluded.

- 2 Regarding intellectual property rights obtained through the publication and use of achievements in MLF, J-PARC Center may also have rights.
- 3 Concerning intellectual property rights obtained by the use of the neutron beam shared facility in MLF, J-PARC and CROSS may also have rights.

(License to a third party)

Article 22: J-PARC, CROSS, PI, and Collaborators must obtain the prior consent of all other individuals having a share in the intellectual property rights related to the

collaboration before allowing a third party to implement the intellectual property rights.

- 2 Notwithstanding the provisions of the preceding paragraph, concerning shared intellectual property rights for which J-PARC is entitled based on the provisions of Article 21(2), J-PARC may grant a license for implementation to a third party without paying compensation to other co-owners.
- 3 Notwithstanding the provisions of the preceding two paragraphs, concerning shared intellectual property rights for which J-PARC and CROSS are entitled based on the provisions of Article 21(3), J-PARC and CROSS may grant a license for implementation to a third party without paying compensation to other co-owners.

(Licensing the exploitation of intellectual property rights)

Article 23: Intellectual property rights obtained through non-proprietary experiment conducted at MLF may be licensed free of charge by J-PARC Center. J-PARC Center and CROSS may grant licenses free of charge to intellectual property rights obtained through non-proprietary experiment at the Neutron Public Beamlines. When a joint intellectual property right is exploited commercially, PI and the Collaborators shall pay to J-PARC Center and CROSS a non-working compensation fee determined through consultation according to the share, etc. of the invention, etc.

(Priority)

Article 24: Notwithstanding the provisions of the preceding three Articles (from Article 21 to Article 23), when there are provisions concerning intellectual property rights in other joint research agreements, etc., such provisions shall take precedence.

(Confidentiality)

Article 25: J-PARC Center, CROSS, PI and Collaborators must not divulge to a third party any confidential information obtained through the application and implementation of the experiment, etc. Provided, however, that this shall not apply to any of the following items:

- (1) Information that has already become publicly known prior to obtaining from the other party
- (2) Information that has become publicly known after having been obtained from the other party, without any fault of its own
- (3) Information which has already been possessed before obtaining it from the other party and of which such fact can be approved
- (4) Information acquired without the obligation of confidentiality from a third party with legitimate authority

- (5) Any document or information obtained independently without depending on the information obtained from the other party and of which such fact can be approved
- (6) Information of which consent for disclosure has been obtained from the other party in writing
- (7) Information required to be disclosed by a court order or by law

In this case, the party shall immediately notify the other party of the request.

- 2 J-PARC Center, CROSS and PI may add special provisions on confidentiality, according to the purpose and nature of the shared facilities.

(Amendment of the Terms and Conditions)

Article 26: In amending these Terms and Conditions, unless otherwise specified in these Terms and Conditions, the amended Terms and Conditions shall also apply to already concluded usage contracts.

2 When amending these Terms and Conditions, the fact that the terms will be amended, the content of the amended terms, and the effective date of the amendments will be posted on J-PARC Center's website.

(Term of the Terms and Conditions)

Article 27: Articles 2, 7, 11, 13, 14, 15, 17, 18, 19, 20, and 21 through 31 and 33 shall remain effective even after the end of the usage period.

(Resolution of Questions, etc.)

Article 28: Any doubts or disputes arising regarding the execution of this Terms and Conditions shall be mutually discussed and resolved between J-PARC Center and PI.

(Cancellation)

Article 29: J-PARC Center may cancel this agreement if PI makes a false usage application, does not comply with the regulations, or causes a significant accident or there is a possibility of it occurring.

(Jurisdiction of Legal Proceedings)

Article 30: For lawsuits related to these terms and conditions, the court having jurisdiction over J-PARC Center's location shall be the exclusive competent court of first instance.

(Governing Law)



Article 31: These Terms and Conditions shall be governed by and interpreted in accordance with Japanese law.

(Insurance)

Article 32. PI and Collaborators must purchase accident insurance, etc., in preparation for unforeseen accidents. It is not necessary to purchase such insurance for the PI and the Collaborators who are employed by universities, private companies, public research institutes, etc. in Japan.

(Handling of Personal Information)

Article 33. The personal information provided shall not be used without personal consent, for any purpose other than the work necessary for J-PARC Center (JAEA or KEK) and CROSS to accept J-PARC users, the work to improve the usefulness of J-PARC users, and the preparation of statistical data.

\*Handling of personal information in accordance with the EU General Data Protection Regulation (GDPR) If you live within the EEA (European Economic Area), i.e. within the EU, Iceland, Liechtenstein, Norway or UK, please check the following:

1. Personal information obtained through the J-PARC User Support System (hereinafter referred to as "System".) shall be used only to the extent necessary for the achievement of the purposes set forth in the following items, in addition to services related to the procedures for visiting J-PARC.
  - (1) To provide information from J-PARC Center for the purpose of improving usefulness for users.
  - (2) To compile statistical data
2. The collected personal information on this system may not be provided to a third party except in cases based on laws and personal consent.

Personal data is received in Japan and stored in J-PARC center's servers in Japan. J-PARC Center will properly manage the personal data received.

A person can request access to his/her personal data, correction of inaccurate personal data, and restrictions on data processing during verification of the accuracy of personal data. The contact information of the department in charge of this matter is [juo@ml.j-parc.jp]. If the person is dissatisfied with J-PARC Center's handling of his/her personal data, he/she can file a complaint with the supervisory authorities of the EEA.

The person also has the right to withdraw his/her consent at any time, and withdrawal

of consent does not affect the legality of data processing or transfer before the withdrawal.