

To: Director of J-PARC

Principal Investigator's Pledge

As the Principal Investigator (hereinafter referred to as "PI"), performing the experiment as specified below at J-PARC, I pledge to accept the requirements listed below pertaining to the utilization of MLF, as well as to observe the relevant laws and regulations, rules of Japan Atomic Energy Agency (hereinafter referred to as "JAEA") and High Energy Accelerator Research Organization (hereinafter referred to as "KEK") and the administrative and safety-related orders issued by the Director of J-PARC (hereinafter referred to as "Director").

I will have no objection should termination of the experiment at J-PARC (including termination of radiation work) be ordered in the event of either misrepresentation in the submitted application, violation of this pledge or trouble caused because I or any of the co-experimenters did not observe relevant laws, regulations, rules and orders, including the case when the Director recognized the possibility of the occurrence of such trouble.

I will ensure that the utilization of the results obtained through this experiment is consistent with the peaceful purposes designated in the Atomic Energy Basic Act and other relevant laws and regulations.

The name of the Beamline, the proposal number and the title of the proposal are as indicated in the attached sheet. (Please attach the first page of the approval notice to this Pledge.)

Signed by: \_\_\_\_\_

Printed name: \_\_\_\_\_

University and academic year: \_\_\_\_\_

Phone number: \_\_\_\_\_

Date: \_\_\_\_\_

Academic Supervisor's Pledge

I pledge to accept liability jointly and severally with the PI for the damage caused by the violation of the above pledge of the PI, while taking responsibility for supervising the PI.

Signed by: \_\_\_\_\_

Printed name: \_\_\_\_\_

University and position: \_\_\_\_\_

Phone number: \_\_\_\_\_

Date: \_\_\_\_\_

## Items concerning Utilization of MLF

### Safety Training

PI and experimental members shall take all the safety trainings required by J-PARC.

### Securing Safety

1. PI and experimental members shall appropriately and safely keep all equipment, samples, reagents, etc. (hereinafter referred to as “samples etc.”) brought into J-PARC with the permission of the Director and handle/operate them responsibly following the safety regulations of J-PARC.
2. PI and experimental members shall follow the instructions and directions of the Beamline Scientist(s) when using facilities, equipment, goods, etc. (hereinafter referred to as “facilities etc.”) of J-PARC, JAEA and KEK.

PI and experimental members shall also restore facilities etc. used for the experiment to their original condition promptly after the use and shall get the Beamline Scientist(s)' confirmation.

3. PI and experimental members shall observe the applicable laws and regulations, rules, “Matters concerning Radioactive Waste etc.”, and other instructions, and ensure safety especially when engaged in work involving risk such as handling high-pressure gas/chemicals and operating cranes, trucks and other special vehicles.

Qualified individuals shall undertake the above mentioned work with the permission of the responsible scientist(s).

### Exemption of Liability

J-PARC shall not be held responsible for the damages, losses, etc. caused by reasons attributable to PI and experimental members or a third party, natural disaster or other event of force majeure.

### Provision of Samples etc.

When requested by the Beamline Scientist(s) to submit all or part of samples etc. necessary for the experiment etc., PI shall submit it by the specified date.

### Suspension of Experiments

1. The Director may make recommendations regarding utilization of MLF in any of the following cases:
  - i) The Director recognized risks that may affect the safety or soundness of J-PARC.
  - ii) The Director recognized that the PI and experimental members acted in violation of the User Agreement, Application for User Registration, and other statements submitted to J-PARC or they had submitted false statements.
  - iii) PI and experimental members do not observe applicable laws, regulations, rules of JAEA and KEK.
2. If PI received the recommendation of the Director provided in the preceding paragraph, he/she

shall immediately consult with the Director and implement necessary measures approved by the Director.

3. If PI does not follow the recommendation of the Director prescribed in the paragraph 1 or in the case of emergencies, the Director may order PI and experiment members to suspend utilization of MLF.

#### **Use of the Facilities etc.**

If it is necessary in association with utilization of MLF to use JAEA or KEK's facilities etc. other than MLF, transportation of radioactive materials, consumables, and other accessory services, PI can use them with the approval of JAEA or KEK, or request the use.

#### **Modification of the Facilities etc.**

In the event of modifying part of facilities etc. in association with utilization of MLF, PI shall consult with J-PARC and obtain the approval of the Director in advance. The facilities etc. shall be restored to the original condition promptly after the completion of the experiment.

#### **Damage to the Facilities etc., Accident etc.**

If loss of or damage to facilities etc. occurred or was caused due to intention or negligence on the part of PI or experimental members, PI shall compensate the loss or the damage by restoring the facilities etc. to their original condition or by paying for the loss or the damage.

Also, if an accident resulting in personal injury or death occurred at J-PARC or other facilities of JAEA or KEK, PI shall responsibly respond to the accident.

#### **Exemption of Liability in the case of Beam Shutdown**

When it turns out that continuing beam operation is difficult due to trouble with equipment etc., Instrumental Scientist(s) shall immediately notify PI and experimental members to that effect. J-PARC shall not be held responsible for any loss or damage incurred by those who engaged in the experiment etc. which is attributable to the shutdown.

#### **Responsibility for Radioactive Waste**

If radioactive waste is generated in association with utilization of MLF, in principle it is PI's responsibility to deal with the waste.

#### **Intellectual Property**

If PI or experimental members wish to file a patent application etc. for invention etc. derived in whole or part of the work carried out at MLF, negotiation shall be held to agree on the contribution of J-PARC to the invention etc. beforehand. If the parties agree the contribution, the resulting intellectual property shall be jointly owned by the parties, and the matters such as respective shares of the parties in the intellectual property rights and the sharing of expenses associated with the lodgment and management of the application including fees to be paid to external patent

attorneys etc. shall be decided separately. Intellectual property rights of J-PARC shall belong to JAEA and KEK, and the procedures for the joint patent application shall be carried out by JAEA and KEK.

### **Licensing to Third Party**

PI, experimental members and J-PARC can grant a license for the use of jointly-owned intellectual property concerning invention etc. to a third party, under the condition that the party wishing to grant the license obtains consent from the other party in advance.

### **Licensing of Intellectual Property Rights**

J-PARC can grant the license to use intellectual property obtained from non-proprietary experiments conducted at MLF without paying a fee to PI or experimental members.

If PI or experimental members seek to commercialize the jointly-owned intellectual property, the Non-Commercialization Compensation Fee, which is determined in consultation between the both parties based on their shares of the jointly-owned intellectual property rights, shall be paid to JAEA, KEK or CROSS.

### **Submission of Reports and Publishing**

PI shall submit the “Beamtime Completion Form” at each time when experiment is conducted. Also, PI shall submit the Experimental Report within 60 days after the completion of the experiment or, if the experiment is conducted in several periods of time, the completion of the last experiment of the series (hereinafter referred to as “completion of the experiment”).

J-PARC shall disclose the submitted Experimental Report immediately after the completion of the experiment. PI of the proprietary proposals is not required to submit the Experimental Report.

### **Achievements and Public Disclosure**

PI shall publish the achievements of the experiment in a peer-reviewed paper, peer-reviewed proceedings, doctoral dissertation, experiment report, etc., and promptly inform J-PARC of the publication. The proposal identification number and the fact of having used J-PARC MLF shall be indicated in the publication. (PI of non-proprietary proposals is required to disseminate their results within three years after the completion of the experiment. For the proprietary proposals, publication of the results is not mandatory; however, if the achievements were made public, the publication shall be informed to J-PARC promptly.)

J-PARC shall make the information on the research results publicly available immediately.

If PI got supports from a staff member of J-PARC, condition of the co-authorship shall be decided in consultation with the staff member.

### **Data Management**

If J-PARC received application from a third party for using the data of non-proprietary experiments after a period of three years from the completion of the experiment, the data may be provided for

use if J-PARC determined it appropriate after examining the purpose of the use.

### **Confidentiality**

1. PI, experimental members and J-PARC shall not disclose to a third party the confidential information that they can receive in the course of the experiment theme proposal, the implementation of the experiment, etc., except in the following cases:

- i) The information was already in the public domain when the receiving party obtained it from the other party;
- ii) The information entered the public domain due to any event not attributable to the receiving party;
- iii) The receiving party can prove that it had already owned the information at the time of receipt;
- iv) The information was provided for the recipient without obligation of confidentiality by a third party having rightful authority to do so;
- v) The receiving party can prove that it acquired the information independently without relying on the information from the other party;
- vi) The other party gave the receiving party written consent for disclosing the information; and
- vii) Disclosure of the information is requested by order of a court or a law. In this case, the receiving party shall immediately inform the other party of such request of disclosure.

2. PI, experimental members and J-PARC can agree on a special provision of confidentiality based on the purpose or characteristics of utilization of the facility.

### **Solution of Dispute etc.**

Any question and dispute arising relating to the implementation of the “User Agreement” or the “Items concerning Utilization of MLF” shall be resolved by consultation between the parties. If need be, the problem shall be settled based on the laws of Japan at the court having jurisdiction over the territory of the location of J-PARC.

### **Handling of Personal Information**

The submitted personal information of users shall be used only for the purpose of facilitating the access of users to J-PARC, improving user services and convenience, and generating usage statistics.

### **Other Matters**

PI and experimental members shall sign up for personal accident and injury insurance (at their own expense) as security in the event of misadventures while working at J-PARC. Insurance is not required for users who are employed by universities, companies or public research institutes in Japan.

## Matters concerning Radioactive Waste etc.

Principle Investigator and experimental members (hereinafter referred to as “X”) shall use J-PARC (hereinafter referred to as “Y”) based on the provisions below.

## Article 1 Responsibility/Scope of Responsibility of Treatment and Disposal of Radioactive Waste

1. If radioactive waste is generated in the course of X’s utilization of MLF, responsibility concerning storage, treatment and disposal (hereinafter referred to as “treatment and disposal”) of the radioactive waste shall be borne by X.

2. Y can undertake the responsibility for the treatment and disposal, if X bears the costs. The range of the responsibility undertaken by Y shall be up to the storage that follows the treatment. However, in a case that falls under any of the following items, Y shall undertake all the responsibility concerning the treatment and disposal.

- i. The costs for the treatment and disposal of the radioactive waste are not more than 2.4 million yen.
- ii. X is Japanese government and can only pay in lump sum, and in an equivalent case.
- iii. X is a private person, and other cases specified by Y.

## Article 2 Receipt of Radioactive Waste

1. If X receives the radioactive waste in accordance with the provision of the paragraph 1 of the preceding Article, X shall notify Y of the time and method to receive the radioactive waste at the time it makes an application for utilization of MLF.

2. X shall bear all the costs concerning the receipt of the radioactive waste.

## Article 3 Means to Confirm Generated Amount etc. of Radioactive Waste

1. If radioactive waste is expected to be generated due to the use of MLF, Y shall make the Confirmation Form for Expected Generation of Radioactive Waste (hereinafter referred to as “Confirmation Form for Expected Generation”). Y and X shall affix their names and seals in the Confirmation Form for Expected Generation after checking the description in it and confirming that it is correctly written.

2. Y shall estimate the costs for the treatment and disposal of the radioactive waste using the calculation standards designated by JAEA, based on the quantities shown in the Confirmation Form of Expected Generation on which they agreed in accordance with the preceding paragraph.

3. Y shall make the Confirmation Form for Generated Amount of Radioactive Waste (hereinafter referred to as “Confirmation Form for Generated Amount”) after X’s use of MLF completed. Y and X shall check the description of the Confirmation Form for Generated Amount, and affix their names and seals if they confirm that there is no error.

4. Y shall calculate the final costs for the treatment and disposal of the radioactive waste using the

calculation standards designated by JAEA, based on the quantity filled in the Confirmation Form for Generated Amount on which they agreed in accordance with the preceding paragraph. However, in the case where the estimated costs calculated based on the paragraph 2 of this Article is 2.4 million yen or less, the estimated costs may be regarded as the final costs, if Y and X agree to do so.

#### Article 4 Burden of Costs for Radioactive Waste

1. The costs borne by X in accordance with the paragraph 2 of the Article 1 shall be the final costs provided in the paragraph 3 and 4 of the Article 3.

2. If the final costs calculated based on the provision of the paragraph 4 of the Article 3 is 2.4 million or less, JAEA shall collect from X in lump sum all the expenses concerning the treatment and disposal of the radioactive waste.

3. If the final costs calculated in accordance with the provision of the paragraph 4 of the preceding Article are 2.4 million yen or more, JAEA shall collect the costs for treatment and the costs for storage during the period of time specified in the items below in addition to the usage fee, and Y shall collect the costs for disposal from X after the expiration of the storage period. If disposal of the waste cannot be started due to the circumstance of X even in the day of the expiration of the storage period, X shall pay the costs for storage which occurs additionally to JAEA, and the costs for the disposal shall be paid to JAEA when the disposal can be started.

i. The storage period of near-surface disposal using trenches or concrete pits is 15 years.

ii. The storage period of sub-surface disposal is 30 years.

iii. The storage period of geological disposal is 40 years.

#### Article 5 Consultation on Radioactive Waste

With regard to the radioactive waste that is to be stored after treatment, which is provided in the paragraph 2 of the Article 4 and the paragraph 3 of the Article 4, if a system etc. for the treatment and disposal of radioactive waste was established by a law or regulation or the equivalent of them, the both parties shall take necessary measures to comply with it after mutual consultation.

#### Article 6 Management of Individual Dose

When using facilities of Y as radiation workers, X shall pay expenses for the management of individual dose based on the bill issued by JAEA or KEK. The amount of expenses for the management of individual dose shall be calculated using the calculation standards designated by Y.