

To: Director of Neutron Science and Technology Center
Comprehensive Research Organization for Science and Society

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 the Public Beamlines, as well as to observe the relevant laws and regulations, rules of CROSS Neutron Science and Technology Center (hereinafter referred to as "CROSS") and the administrative and safety-related orders issued by the Director of CROSS.

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 of CROSS 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: _____

User Agreement for J-PARC MLF Public Beamlines – Terms and Condition

Safety Training

PI and experimental members shall undertake all the safety trainings required by J-PARC Center and CROSS prior to the experiment.

Securing Safety

1. PI and experimental members are responsible for ensuring that all samples, reagents and equipment brought into J-PARC with the permission of the Director are handled and/or operated in an appropriate and safe manner 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 and equipment (hereinafter referred to as Facilities) of J-PARC and CROSS.

PI and experimental members shall also restore Facilities used for the experiment to their original condition and shall get the Beamline Scientist(s) to confirm it.

3. PI and experimental members shall work in compliance with the applicable safety regulations in experimenting.

PI shall supervise and ensure safety in the performance of dangerous experimental activities. Particularly the activities such as, radiation work, the handling of high- pressure gas/chemicals and the operation of cranes and other special vehicles require further supervision.

Qualified individuals shall undertake these operations with the permission of the responsible scientist(s).

Exclusions and Caveats

J-PARC Center and CROSS shall not be liable for the damage or injury suffered as a result of actions of PI and experimental members or when the third party is deemed to be responsible for. No liability shall be derived, either, for the losses or injury due to natural disaster or other event of force majeure.

Provision of Samples

PI shall make available all or part of any samples by the specified date when requested by the Beamline Scientist(s).

Suspension of Experiments

1. The Director reserves the right to make binding recommendations or directives regarding the use of the J-PARC MLF Public Beamlines if:

- i) the Director perceives the experimental activities compromise or affect the stable operation of the Facilities.
 - ii) the Director perceives PI and experimental members act in violation of a submitted statement or they are found to have submitted a false statement.
 - iii) PI or experimental member acts in violation of any applicable JAEA, KEK or CROSS regulation.
2. In the event of intervention by the Director, PI must consult with the Director immediately and implement any and all requested measures.
 3. In the event that PI will not or does not follow the instructions of the Director or in emergencies, the Director may shut down the activities of the experimental team forthwith.

Use of the facilities other than Public Neutron Beam Facilities

PI can use the facilities owned by JAEA and KEK by requesting and getting approvals of the organizations.

PI shall conduct or make requests for transportation of radioactive materials or acts for which incidental services and other consumables are necessary, with the consent of JAEA or KEK.

PI can use the Users' facilities CROSS owns with the consent of CROSS.

Modification of the Facilities

PI shall consult CROSS and J-PARC Center beforehand and have the approval if he/she should want to modify the facilities. PI shall restore the facilities promptly after the completion of the experiment.

Restitutio in Integrum

PI shall be responsible for the material or financial restoration of J-PARC, JAEA, KEK or CROSS equipment or capability that is damaged or lost as a result of intentional or negligent action on the part of PI or experimental members. Similarly, PI shall be responsible for personal injury that occurs at the J-PARC, KEK, or CROSS sites as a result of intentional or negligent action of PI or experimental members.

Disclaimers at the Beam Shutdown

When any flaws in the facilities are detected and beam operation seems difficult, Instrumental Scientist(s) immediately notify PI and experimental members of the beam shutdown. Neither J-PARC Center nor CROSS, however, is responsible for any loss or damage incurred due to the shutdown or the loss of beamtime.

Responsibility for Radioactive Waste

PI is responsible for the management and safe disposal of any radioactive waste generated from the

experiment. PI shall keep to J-PARC regulations in handling the waste.

Information Management

In accordance with “Basic Policy on management of the information concerning the Usage Promotion Services for the Specific Neutron Beam Facilities” (hereinafter referred to as “Basic Policy”), J-PARC and CROSS manage the specific information obtained through the usage promotion services. J-PARC and CROSS shall also prevent the leakage of the information. The information shall not be disclosed without the consent of the user.

PI and experimental members shall not disclose the information on CROSS and J-PARC obtained through the proposal application and experiments to the third party without consent of these organizations

Intellectual Property

In the event that PI or experimental members wish to file a patent application for invention or discovery derived in whole or part of the work carried out at any of the J-PARC MLF Public Beamlines, he/they shall engage in negotiations with CROSS, JAEA and KEK to agree on the contribution to the discovery or invention beforehand. If the parties agree to lodge a joint patent application, the parties shall also prepare and execute a separate joint application agreement that stipulates matters such as: the respective shares of the parties in relation to the intellectual property rights of the joint invention and the sharing of expenses associated with the lodgment and management of the application including fees to be paid to external patent attorneys etc.

Licensing of the Third Party

PI, experimental members, CROSS, JAEA and KEK shall grant a license to the Third Party for their share of the rights of any invention or discovery that is jointly owned under the condition that the party wishing to grant the license shall obtain consent from the other party in advance.

Licensing of Intellectual Property Rights

CROSS, JAEA and KEK shall grant the license for the intellectual rights of any invention or discovery of non-proprietary experiments.

In the case that PI or experimental members seek to commercialize the intellectual property rights relating to an invention or discovery that are jointly owned with CROSS, JAEA and KEK, he/they shall owe the organizations the Non-Commercialization Compensation Fee.

Submission of the reports and Publishing

PI shall submit the “Beamtime Completion Form” at each time when experiment is conducted in accordance with “Basic Policy”. Within 60 days after the completion of the experiment or after the

completion of the last experiment of the series, PI shall submit the Experimental Report. CROSS shall disclose the proposal review results, information of the conducted research and the Experimental Report in accordance with “Basic Policy”. PI of the proprietary proposals are not required to submit the Experimental Report.

Achievements and Public Disclosure

Based upon “Basic Policy”, PI shall register his/her achievements in Paper and reviews, Proceeding papers with reviews, PHD dissertation and so on. The proposal identification number and the use of J-PARC MLF shall be credited on those publications. PI should also notify the Organization of those publications promptly. PI of non-proprietary proposals are required to disseminate their results within three years after the completion of the experiments.

For the proprietary proposals, publication of the results is not mandatory; however, if it is made public, Organization should be notified promptly. CROSS shall make the information on the research results publicly available upon receiving the notification.

When PI got supports from the staff of CROSS and J-PARC, consult them about the co-authorship.

Data Management

Experimental data of the non-proprietary proposals can be provided for applicants if J-PARC Center and CROSS approve after a period of three years from the completion of the experiment.

Consultation

Any Questions arising from or in connection with the “User Agreement”, the “User Agreement - Terms and Conditions” shall be resolved by consultation between the parties. If need be, based on the Constitution of Japan, appropriate measures toward solutions shall be looked for at the Court having jurisdiction over the territory of the location of the J-PARC Center.

Handling of Personal Information

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

Other Matters

All Facility users 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.