

Terms of Use for Shared Equipment
Research Hub for Advanced Nano Characterization
Institute of Engineering Innovation, School of Engineering, the University of Tokyo
December 27, 2011

Article 1. Purpose

These terms govern the use of shared equipment managed by the Institute of Engineering Innovation of the School of Engineering, the University of Tokyo.

Article 2. Equipment

Shared equipment shall include:

- (1) Shared equipment managed by the Research Hub for Advanced Nano Characterization; and
- (2) Equipment specified by the chair of the Research Hub for Advanced Nano Characterization Shared Equipment Management Committee (hereinafter "Chair").

Article 3. Users

Persons who are entitled to use the shared equipment specified in Article 2 (hereinafter "Equipment") shall be:

- (1) Faculty and personnel of the University of Tokyo (hereinafter "University");
- (2) Any individual affiliated with an entity other than University, including another university, research organization, and/or company (hereinafter "External User"); and
- (3) Any individual specially approved by the Chair.

Article 4. Request for Use

Any person described in Article 3 who wishes to use the Equipment must fill out and submit the designated request form.

Article 5. Permission for Use

Permission to use the Equipment shall be granted to an individual when all of the following conditions are met.

- (1) The said individual agrees to use the Equipment for a fee.
- (2) The purpose of using the Equipment is for the progress of science and technology or the development of industrial technology.
- (3) The said individual will not use the Equipment for commercial purposes.
- (4) Use of the Equipment will not cause a major hindrance to research activities of the University.
- (5) The said individual or the organization he/she is affiliated with has the ability to pay the fees specified separately.
- (6) The said individual or the organization he/she is affiliated with has the ability to compensate damage specified in Article 16.

Article 6. Rescission of Permission

The Chair may rescind permission to use the Equipment in any of the following circumstances.

- (1) Administrative reasons prohibit use of the Equipment.
- (2) Information provided in the request form has been found to be false.
- (3) The user of the Equipment fails to follow the instructions of the administrator of the said Equipment.

Article 7. Fees

A user of the Equipment shall be charged a fee in the amount separately specified depending on the duration and purpose of use.

- (1) As a general rule, the fee shall be charged on a monthly basis (with the fee term ending the month in which use of the Equipment ended and payable the following month).
- (2) If the payment is not made by the due date, a five percent late fee shall be charged daily until the payment is made.

Article 8. Refund

Once paid, the fees for using the Equipment shall not be refunded, provided, however, that if the user was unable to obtain the expected date due to facility failure not attributable to the user, or if data becomes unavailable due to natural disaster or other force majeure events, the said fee shall be refunded either in part or whole.

Article 9. Reporting

Once the user of the Equipment finishes using the Equipment, etc., he or she must submit a findings report within a prescribed period.

Article 10. Disclosure of Findings Report

As a general rule, findings reports shall be made publicly available. However, if such disclosure could harm the interest of a user, part or all of his or her findings report may be kept undisclosed.

Article 11. Acknowledgement

A user of the Equipment must acknowledge the use of the said Equipment when publishing his or her study findings in a paper, etc.

Article 12. Intellectual Property Right

An External User who has developed a new invention as a result of using the Equipment must immediately notify the University to discuss intellectual property rights to the said invention.

Article 13. Confidentiality

If the University needs to disclose a secret to a user in order to enable him/her to use the Equipment, it shall discuss confidentially with the user prior to disclosing the said secret.

Article 14. Safety

The user of the Equipment must comply with all prescribed safety management rules.

Article 15. Disclaimer

The University shall not be held liable for any injuries or other damage arising from an accident due to the willful act or negligence of an External User.

Article 16. Indemnification

If a user of the Equipment has caused any damage to the University due to a willful act or negligence that result in harm to the Equipment, etc., the said user and the organization he or she is affiliated with shall jointly make compensation for such damage.

Article 17. Miscellaneous

Any matter concerning the use of the Equipment not specified in these terms of use shall be determined by the Chair.

Supplementary Provision

These terms of use shall be effective as of December 27, 2011 and applicable on and after April 1, 2011.