

General Conditions for Use of Equipment and Facilities

National Institute for Materials Science

National Institute for Materials Science

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Article 1: Scope of application

These General Conditions shall apply to cases where any equipment or facility (hereinafter referred to as "shared equipment, etc.") owned by the National Institute for Materials Science (hereinafter referred to as the "Institute") is provided for shared use to any person who engages in scientific and technological research and development outside the Institute (including those who engage in research and development using the database system under an agreement with the Institute and excluding those who register themselves as users to use the system without compensation. hereinafter referred to as "user").

Article 2: Definitions

1. In these General Conditions, "use" shall mean that a user is allowed to use shared equipment, etc. inside and outside the Institute for research and development implemented by the said user or under the cooperation of the Institute with or without compensation on the premise that the said user takes the responsibility for maintaining and managing the said shared equipment, etc. while they are in use, for acquiring

experiment data, for processing experimental samples and for accessing the database for conducting searches.

2. In these General Conditions, “confidential information” shall be a collective term of information for which it is clearly indicated that it is confidential at the time of disclosure and it is notified in writing within thirty (30) days from disclosure by the discloser that the content of disclosure has been identified and it is confidential, among information disclosed in the form of document or electromagnetic record (including reproduced one) and information disclosed orally which indicates that it is confidential, other than technical information disclosed by the Institute or a user to the other party and technical information relating to own business or operation.
 - (1) Information that was already publicly known at the time when it came to his/her knowledge from the other party or information that has become publicly known after it came to his/her knowledge from the other party due to any ground not attributable to the person.
 - (2) Information that was duly obtained from a third party without the obligation of confidentiality.
 - (3) Information for which it is able to prove in writing that it had already been owned at the time when the said information came to his/her knowledge from the other party.
 - (4) Information for which it is able to prove in writing that it has been independently created without depending on any information that came to his/her knowledge from the other party.
 - (5) Information that was independently created without depending on any confidential information after it was disclosed by the other party.
 - (6) Information obliged to be disclosed based on laws and regulations or a court order.
3. In these General Conditions, “intellectual property rights” shall mean the rights listed in the following items.
 - (1) Patent rights, utility model rights, design rights, layout-design exploitation rights as provided for in the Act on Circuit Layout of Semiconductor Integrated Circuits (Act No.43 of 1985, hereinafter referred to as the “Act on Layout-Design of Semiconductor Integrated Circuits”), breeder’s rights as provided for in the Plant Variety Protection and Seed Act (Act No.83 of 1998, hereinafter referred to as the “Plant Variety Protection and Seed Act”) and any other rights equivalent to the above-mentioned rights in foreign states
 - (2) Rights to obtain patents, rights to obtain utility model registration, rights to obtain design registration, rights to obtain registration of the establishment of layout-design exploitation rights, positions to obtain variety registrations and any

- other rights equivalent to the above-mentioned rights in foreign states
- (3) Copyrights of program compilations as provided for in the Copyright Act (Act No.48 of 1970, hereinafter referred to as the “Copyright Act”) and database compilations (hereinafter referred to as the “programs, etc.”) and any other rights equivalent to the above-mentioned rights in foreign states
 - (4) Technical information that does not fall under the rights listed in the preceding three items (including experiment data, samples and drawings, etc.) that is specifically designated from those that can be hidden and have proprietary nature (hereinafter referred to as “the know-how”)

Article 3: Shared equipment, etc.

The Institute shall establish shared equipment, etc.

Article 4: Application for use

Any user who desires to use shared equipment, etc. shall obtain a prior informal consent of a person responsible for management of the said shared equipment, etc. (hereinafter referred to as “management officer”) of the Institute and submit a Written Application for Use (Format 1-1 or Format 1-2) to a person in charge of contract; provided, however that formats shall be prescribed separately for the “Nanotechnology Platform” and the “Battery Research Platform” which are projects entrusted by the Ministry of Education, Culture, Sports, Science and Technology. And also, Format of Paragraph 1 and Paragraph 2 of Article 5 shall be prescribed separately, too.

Article 5: Acceptance of use

1. The Institute shall accept the use of shared equipment, etc. by means of Application for Use (Answer) (Format 2-1 or Format 2-2), in cases where it deems that all of the following requirements are satisfied.
 - (1) The user desires to use shared equipment, etc. prescribed in Article 3.
 - (2) The use of shared equipment, etc. has the public nature such as the promotion of science and technology and contribution to the community and economy.
 - (3) There is no risk that the use of shared equipment, etc. causes any serious hindrance to the execution of research business of the Institute.
 - (4) The user agrees to the General Conditions and special agreements specific to the said shared equipment, etc. in cases where the said special agreements were presented by the Institute.

- (5) There is no risk that the user violates any of the matters pertaining to the compliance rules prescribed in Article 7.
 - (6) The user or his/her affiliate organization shall have the ability to bear the usage fees, etc. prescribed in Article 9.
 - (7) The user or his/her affiliate organization shall have the ability to compensate for the damage prescribed in Article 16.
2. The Institute shall notify that it may not accept an application for use by means of Application for Use (Answer) (Format 3-1 or Format 3-2), in cases where any of the requirements prescribed in the items in the preceding paragraph is not satisfied.

Article 6: Rescission and cancellation of use

1. The Institute may order to rescind the acceptance of use of shared equipment, etc. under the preceding Article or cancel the use thereof, in the case where any of the requirements prescribed in the items of Paragraph 1 of the preceding Article is not satisfied.
2. The Institute may, notwithstanding the provision of the preceding paragraph, order users to cancel the use of shared equipment, etc., in cases where it deems necessary to do so for any management reason.

Article 7: Matters pertaining to the compliance rules

Users shall comply with the following matters.

- (1) These General Conditions and the matters prescribed in a written notification of acceptance of use of shared equipment, etc. from the Institute
- (2) Instructions given by the management officer and matters to be observed for use prescribed for each shared equipment, etc.
- (3) Users shall not perform any act that causes any risk.
- (4) Users shall not perform any act that violates Japanese laws and regulations.
- (5) Users shall not perform any act that may damage shared equipment, etc.
- (6) Users shall not perform any act that causes any hindrance to the execution of business of the Institute.
- (7) Users shall return shared equipment, etc. to the state before the commencement of use at the time when the use has ended.
- (8) Other matters for use prescribed by the Institute.

Article 8: Provision of services, technical guidance and technical substitution

1. Any user may, upon consultation with his/her management officer, receive the provision

of services concerning control and operation of shared equipment, etc. from an employee of the Institute.

2. Any user may, upon consultation with his/her management officer, receive technical guidance on how to control or operate the said shared equipment, etc., how to produce experiment samples, etc., and how to analyze experiment data, etc., from an employee of the Institute.
3. Any user may, upon consultation with his/her management officer, receive technical substitution concerning observation, analysis, processing and production of samples implemented by an employee of the Institute.

Article 9: Payment of usage fees

Users shall pay the total amount of the fees prescribed in the following items (however, in cases where any annual fee has been set, the amount of the said annual fee) and consumption tax after the use of shared equipment has been approved under Article 5. However, the usage fees of devices registered in "Nanotechnology Platform," a project entrusted by the Ministry of Education, Culture, Sports, Science and Technology, do not include actual personnel expenses and indirect costs.

- (1) Usage fees of shared equipment, etc.
- (2) Actual personnel expenses (the obligatory amount pertaining to Paragraph 1 of the preceding Article)
- (3) Business consultation fees (the obligatory amount pertaining to Paragraph 2 or Paragraph 3 of the preceding Article)
- (4) Indirect costs

Article 10: Return of usage fees

The Institute shall not return any usage fees paid by users; provided, however, that all or part of these fees shall be returned in any of the cases prescribed in the following items.

- (1) The Institute ordered to cancel the use of shared equipment, etc. pursuant to the provision of Article 6, Paragraph 2.
- (2) It has become impossible to use shared equipment, etc. due to any unavoidable reasons not attributable to users such as failure thereof or natural disasters.

Article 11: Official announcement of achievements

The Institute and users shall officially announce achievements after they finished using shared equipment, etc.; provided, however, that, in cases where the said users request not to officially announce such achievements including any part that may cause any hindrance

to business by official announcement, it may not be officially announced.

Article 12: Report of achievements

Users shall submit a report on achievements within one (1) month from the end of the fiscal year in which shared equipment, etc. was used; provided, however, about the part which had an offer not to announce it by a preceding article proviso, shall be able to exclude it from a result report.

Article 13: Handling of information

1. Users shall be responsible for deletion, management and storage of information obtained as a result of the use of shared equipment, etc.
2. In cases where there is any reasonable reason for the Institute to believe that users violate or violated the matters pertaining to the compliance rules prescribed in Article 7, where confidential information was used for any purpose other than its intended purposes in violation of Paragraph 4 of this Article, where it falls under Paragraph 5 or where the Institute deems that there is any special need for management and operation of shared equipment, etc., the users shall, notwithstanding the provisions of Paragraph 3, Paragraph 4 and Paragraph 6 of this Article, disclose all necessary information to the Institute in accordance with a request therefrom.
3. A receiver of confidential information (hereinafter referred to as "receiver") shall not disclose or provide confidential information to a third party; provided, however that this is not applicable to cases where it is to attain the objective of disclosure and he/she has obtained a prior consent in writing from a discloser. In cases where any receiver discloses or provides confidential information to a third party with a consent of a discloser, the said third party shall be obliged to maintain confidentiality in the same way as the obligation of maintenance of confidentiality imposed on the receiver under these General Conditions.
4. No receiver shall be allowed to use or exploit confidential information for any purpose other than the intended purpose for use. Moreover, receivers may not reproduce all or part of confidential information for any purpose other than the purpose for disclosure. The creation of any intellectual property right by using confidential information of the other party shall not fall under the intended purpose for use.
5. In cases where any receiver is ordered to disclose confidential information based on laws and regulations by a court or an administrative organ, he/she may disclose confidential information to the said court or administrative organ under the condition that the following measures are to be taken.

- (1) The content to be disclosed is notified in advance to the discloser.
 - (2) Only a part for which disclosure has been legally ordered is disclosed.
 - (3) It is clearly indicated in writing that the said confidential information is confidential at the time of disclosure.
6. Receivers shall disclose confidential information only to each executive employee involving in the intended purpose for use and clearly indicate that confidentiality of the said information must be maintained.
 7. Receivers shall bear all the responsibilities for the same obligation assumed by executive employees who involve in the disclosure under the preceding paragraph as the obligation assumed by the receiver under these General Conditions.
 8. The Institute and users shall not, with each other, assume any responsibilities whatsoever including defect liability even in cases where confidentiality information had any defect, and shall not give any guarantee whatsoever about these responsibilities explicitly or implicitly.

Article 14: Handling of intellectual property rights

Any intellectual property right that was newly obtained as a result of the use of shared equipment, etc. without using any “confidential information” prescribed in Article 2, Paragraph 2 shall best in the users.

Article 15: Discharge of compensation for accidents

1. The Institute shall not compensate for injury, etc. due to any accident caused intentionally or negligently by a user.
2. The Institute shall not be liable to pay compensation for any damage of a user caused by failure of facilities, etc.
3. The Institute shall not be liable to pay compensation for any damage of a user in cases where it ordered to cancel the use of shared equipment, etc. pursuant to the provision of Article 6, Paragraph 2.
4. The Institute shall not be liable to pay compensation for any loss or damage of samples, etc. carried in by a user, except for cases where the loss or damage was brought about intentionally or by gross negligence of the Institute.

Article 16: Obligation of compensation

In cases where the Institute suffers from any damage such as breakage of shared equipment, etc. due to negligence caused by a user intentionally or by any act in violation of the matters to be compiled with in Article 7, the said user and his/her affiliate

organization shall jointly reimburse for the damage.

Article 17 Validity period of the General Conditions and measures after use

The validity period of these General Conditions shall be the period of use described in a document of notification of acceptance; provided, however, that the provision of Paragraph 2 of Article 13 of this General Condition shall remain effective for five years after the said use expires and Article 15 and Article 16 shall remain effective after this period of use expires.

Supplementary Provision

These General Conditions shall be applied starting from May 23, 2002.

Supplementary Provision (January 26, 2005)

These General Conditions shall come into force as from January 26, 2005, and applied starting from December 1, 2004.

Supplementary Provision (May 19, 2005)

These General Conditions shall come into force as from May 19, 2005.

Supplementary Provision (March 28, 2006)

These General Conditions shall come into force as from April 1, 2006.

Supplementary Provision (March 20, 2007)

These General Conditions shall come into force as from April 1, 2007.

Supplementary Provision (March 17, 2008)

These General Conditions shall come into force as from April 1, 2008.

Supplementary Provision (March 25, 2008)

These General Conditions shall come into force as from April 1, 2008.

Supplementary Provision (March 2, 2009)

These General Conditions shall come into force as from March 10, 2009.

Supplementary Provision (April 27, 2010)

These General Conditions shall come into force as from April 27, 2010.

Supplementary Provision (April 27, 2011)

These General Conditions shall come into force as from April 27, 2011, and applied starting from April 1, 2011.

Supplementary Provision (July 31, 2012)

These General Conditions shall come into force as from August 1, 2012.

Supplementary Provision (March 26, 2013)

These General Conditions shall come into force as from March 26, 2013.

Supplementary Provision (September 2, 2014)

These General Conditions shall come into force as from September 2, 2014.

Supplementary Provision (April 21, 2015)

These General Conditions shall come into force as from April 21, 2015.

Supplementary Provision (July 28, 2015)

These General Conditions shall come into force as from July 28, 2015.

Supplementary Provision (May 24, 2016)

These General Conditions shall come into force as from May 24, 2016.

[NOTE] When it is said that the official document of the article is Japanese, and disagreement produces it between the article which is translated into an English sentence, the Japanese document is given priority to.

Format 1-1

Written Application for Use of Shared Equipment, etc.

DATE: _____

National Institute for Materials Science

To (Person in charge of general conditions)

(Representative of affiliate organization of users)

(Name of Company) (Address)

President: _____ (Signature)

I hereby apply for the use of shared equipment, etc. as follows in agreement with the General Conditions for Use of Equipment and Facilities of the National Institute for Materials Science.

- (1) Title of shared equipment, etc. you desire to use
- (2) Purpose(s) and outline of use
(Please describe in a way that the actual condition of use is clear. However, it is not necessary to disclose any secret relating to intellectual property rights except for cases where it is found particularly necessary for management and operation of shared equipment, etc.)
- (3) Desired period of use
- (4) Name, affiliation and contact information of all users (Please fill in the blanks on Table 1.)
- (5) Existence of request for provision of services, technical guidance or technical substitution
- (6) I order users to comply with the following paragraphs before they use shared equipment, etc.
 - 1) I obey all the matters prescribed by the General Conditions for Use of Equipment and Facilities of the National Institute for Materials Science (including Attachments).
 - 2) I comply with instructions given from the Institute and management officers and employees of the Institute when I use shared equipment, etc.
- (7) Official announcement of achievements or NON official announcement

Table 1

Japanese National

Name	Affiliate Company/Organization (Division, Section), Contact information	Residence	Do you affiliate with any company/organization listed in the “End User List” ? ※
	Source corporation name (in case of dispatch)		
		<input type="radio"/> Japan	<input type="radio"/> Yes
		<input type="radio"/> Outside Japan	<input type="radio"/> No
		<input type="radio"/> Japan	<input type="radio"/> Yes
		<input type="radio"/> Outside Japan	<input type="radio"/> No

Foreign National

Name	Affiliate Company/Organization (Division, Section), Contact information	Employment relationship	Length of stay in Japan	Nationality	Do you affiliate with any company/organization listed in the “End User List” ? ※
	Source corporation name (in case of dispatch)				
		<input type="radio"/> Employee	<input type="radio"/> Less than 6 months		<input type="radio"/> Yes
		<input type="radio"/> None	<input type="radio"/> More than 6 months		<input type="radio"/> No
		<input type="radio"/> Employee	<input type="radio"/> Less than 6 months		<input type="radio"/> Yes
		<input type="radio"/> None	<input type="radio"/> More than 6 months		<input type="radio"/> No

※: The “End User List” is issued by the Ministry of Economy, Trade and Industry of Japan. (<http://www.meti.go.jp/policy/anpo/englishpage.html>)

(Format 1-2)

Written Application for Use of Additional Service for MatNavi

DATE :

National Institute for Materials Science

To (Person in charge of general conditions)

(Representative of affiliate organization of users)

(Name of Company)

(Address)

President: _____ (Signature)

I hereby apply for the use of an additional service for MatNavi as follows in agreement with the General Conditions for Use of Equipment and Facilities of the National Institute for Materials Science and the Special Agreement on Use of Additional Services for MatNavi.

- (1) Title of additional service for MatNavi you desire to use
(Please select automatic log-in function or another function from the list of PoLyInfo materials or the list of MatNavi Search materials. Please describe the title of the database you desire to use when you select a function from the list of MatNavi Search materials.)
- (2) Purpose(s) and outline of use
(Please describe in a way that the actual condition of use is clear. However, it is not necessary to disclose any secret relating to intellectual property rights except for cases where it is found particularly necessary for management and operation of shared equipment, etc.)
- (3) Desired period of use
- (4) Name, affiliation and contact information of persons in charge
- (5) Users or scope of users and unchanging IP address
(In the case where the scope of users is described, please describe names of their places of business and affiliates and corresponding unchanging IP addresses)
- (6) I order users to comply with the following paragraphs before they use the additional service for MatNavi.

- 1) I obey all matters prescribed by the General Conditions for Use of Equipment and Facilities of the National Institute for Materials Science (including Attachments) and the Special Agreement on Use of Additional Services for MatNavi.
 - 2) I comply with instructions given from the Institute and management officers and employees of the Institute when I use additional services for MatNavi.
- (7) Official announcement of achievements or NON official announcement

(Format 3-1)

Number:

Date:

To Representative of Affiliate Organization of Users

National Institute for Materials Science
(Person in charge of general conditions)

Application for Use (Answer)

I hereby inform you that the application made on (date) has been rejected due to

_____.

- (1) Title of shard equipment, etc.
- (2) Purpose(s) and outline of use
- (3) Desired period of use
- (4) Name and affiliation of users

(Format 3-2)

Number:

Date:

To Representative of Affiliate Organization of Users

National Institute for Materials Science
(Person in charge of general conditions)

Application for Use (Answer)

I hereby inform you that the application made on (date) has been rejected due to

_____.

- (1) Title of additional service for MatNavi
- (2) Purpose(s) and outline of use
- (3) Desired period of use
- (4) Name, affiliation and contact information of persons in charge
- (5) Users or scope of users and unchanging IP address

Attachment 1

_____ Device (Example)

Performance and specifications	Characteristics	Principal purpose of use	Location of installation

(Points to consider for use)

(1) Control and operation

The users shall, basically, be responsible for maintenance and management while he/she uses _____ device, acquisition of experiment data, etc. and treatment of experiment samples, etc.

However, the users may receive the following supports upon consultation with his/her management officer.

- 1) The provision of services concerning the control and operation of _____ device from an employee of the Institute, etc.
- 2) Technical guidance on how to control and operate _____ device, how to produce experiment samples, etc., and how to analyze experiment data, etc. from an employee of the Institute, etc.
- 3) Technical substitution concerning observation, analysis, processing and production of samples implemented by an employee of the Institute

(2) Preparations for consumable equipment to be used

The users shall bear or prepare personnel expenses of users who control and operate _____ device, costs on consumable equipment to be used and other necessary costs incurred for use.

(3) Time for use of shared equipment, etc.

The time for use of shared equipment, etc. shall be, in principle, from 9:00AM to 5:00PM on weekdays and it is not allowed to be used on Saturday, Sunday, public holidays, the year-end and New Year holidays, and during a period of periodic inspection.

Please inquire the Secretariat for more details.

Attachment 2

Matters to be observed at the time of use of _____ device

(Example)

- (1) Please read carefully P. ____ to P. ____ of the manual of device and observe the precaution for use of device shown there.
- (2) Volatile substances shall not be measured.
- (3)

Attachment 3-1

Usage fees, service fees of control and operation, technical guidance fees or technical substitution fees of _____ device (Example)

- 1) You shall pay an amount obtained by multiplying the unit price of daily usage fees of shared equipment, etc. stipulated in Table (1) below by the expected number of days of use as usage fees of shared equipment, etc.
- 2) You shall pay, in the case where you intend to receive any service such as control and operation of _____ device from an employee of the Institute, etc. for use thereof, an amount obtained by multiplying the unit price of actual personnel expenses stipulated in Table (2) below by the expected number of hours of engagement as actual personnel expenses.
- 3) You shall pay, in the case where you intend to receive technical guidance on how to control and operate _____ device, how to produce experiment samples, etc., and how to analyze experiment data, etc., or where you intend to receive technical substitution concerning observation, analysis, processing and production of samples, an amount obtained by the unit price of business consultation fees stipulated in Table (3) below by the expected number of hours of engagement as business consultation fees.

(1) Usage fees of shared equipment, etc. (excluding tax)

(a) Unit price of usage fees of shared equipment, etc.	(b) Expected number of days of use	(a) X (b) Usage fees of shared equipment, etc.
Yen	Days	Yen

(2) Actual personnel expenses (excluding tax)

(c) Unit price of actual personnel expenses	(d) Expected number of hours of use	(c) X (d) Actual personnel expenses
Yen	Hours	Yen

(3) Business consultation fees (excluding tax)

(e) Unit price of business consultation fees	(f) Expected number of hours of use of engagement	(e) x (f) Business consultation fees
Yen	Hours	Yen

(4) Additional fees

In any of the following cases, additional fees are charged.

(Costs of remodeling and restoration of shared equipment, etc.)

Costs of remodeling: Necessary costs for remodeling shared equipment, etc. and it is calculated based on an amount equivalent to actual costs depending on a specific content of remodeling works

Costs of restoration: Necessary costs for restoring remodeled or converted shared equipment, etc. to the original state, and it is calculated based on an amount equivalent to actual costs depending on a specific content of restoration works.

(5) Indirect costs and consumption tax

Consumption tax, etc. is added to the total amount of the above-mentioned fees and indirect costs.

Annual Usage Fees of Additional Service for MatNavi (Example)

(1) You shall pay an amount prescribed in the table below as annual usage fees of additional service(s) for MatNavi you desire to use.

Name of additional service	Annual usage fees
	Yen

(2) Consumption tax

Consumption tax is added to the above-mentioned fees.

Method of Application for Use (Example)

Any person who desires to use shared equipment, etc. shall consult his/her management officer in advance concerning availability, a possibility of provision of services for control and operation, and a possibility of technical guidance and technical substitution thereof to obtain his/her informal consent of use, and submit a Written Application for Use of Shared Equipment, etc. (Format 1) to the Secretariat (Research Network and Facility Services Division Administration Office) after entering necessary matters.

1. List of management officer

Title of shared equipment, etc.	Management officer	
	Name (affiliation)	Contact
		Phone number: FAX: E-mail:

2. Where to submit the written application for use

1-1, Namiki, Tsukuba, Ibaraki, 305-0044, Japan
 Research Network and Facility Services Division Administration Office
 National Institute for Materials Science

Name of person in charge ()
 Phone number ()
 FAX ()
 E-mail ()

3. Answer of whether the use is accepted

We are going to make an adjustment with a research unit that manages shared equipment, etc. you desire to use. We will give you an answer of whether its use is accepted and the conditions for use within ten days.

Method of Application for Use of Additional Service for MatNavi (Example)

Any person who desires to use an additional service for MatNavi shall consult his/her management officer in advance to obtain his/her informal consent of use, and submit a Written Application for Use of Additional Service for MatNavi (Format 1-2) to the Secretariat (Research Network and Facility Services Division Administration Office) after entering necessary matters.

1. List of management officer

Title of shared equipment, etc.	Management officer	
	Name (affiliation)	Contact
		Phone number: FAX: E-mail:

2. Where to submit the written application for use

1-2-1, Sengen, Tsukuba, Ibaraki, 305-0047, Japan
 Center for Materials Research by Information Integration
 Administration Office
 National Institute for Materials Science

Name of person in charge ()
 Phone number ()
 FAX ()
 E-mail ()

3. Answer of whether the use is accepted

We are going to make an adjustment with a research station that manages shared equipment, etc. you desire to use. We will give you an answer of whether its use is accepted and the conditions for use within ten days.

(Attachment 5)

Special Agreement on Use of Additional Services for MatNavi

The Special Agreement on Use of Additional Services for MatNavi (hereinafter referred to as “the Special Agreement”) shall apply to additional services for MatNavi (defined in Article 1, hereinafter referred to as “these services”) provided for compensation as additional services of MatNavi (defined in Article 1) by the National Institute for Materials Science (hereinafter referred to as “NIMS”).

Any contractor of these services (defined in Article 1) shall assume an obligation to comply with the Special Agreement, the General Conditions for Use of Equipment and Facilities of the National Institute for Materials Science (hereinafter referred to as “the General Conditions” (<http://www.nims.go.jp/eng/infrastructure/station.html>)), and a written reply issued by NIMS (defined in Article 1) before the contractor starts to use these services. Moreover, any contractor shall be deemed to have agreed to the Site Policy (<http://www.nims.go.jp/siteinfo/site-policy.html> in Japanese) and the Privacy Policy (<http://www.nims.go.jp/siteinfo/privacy-policy.html> in Japanese) of the NIMS website. Therefore, we recommend you to carefully read the Special Agreement, the General Conditions, a written reply, the Site Policy and the Privacy Policy before you start to use these services.

Article 1 (Definitions)

The terms used in the Special Agreement shall have the following meanings.

- (1) “MatNavi” shall refer to a service to provide the NIMS database of substances and materials available on the NIMS website ([NIMS Materials Database \(MatNavi\)](#)) and include Web pages, applications, the user registration system and the cross-search system (MatNavi Search), etc. that come therewith.
- (2) “These services” shall refer to those provided for compensation to contractors (defined in the following item) as additional services of MatNavi, whose content is described in “Additional Services for MatNavi” (http://mits.nims.go.jp/supplementary_service.html in Japanese).
- (3) “Contractors” shall refer to juridical persons who have agreed to the Special Agreement and the General Conditions and submitted an application for use of these services to NIMS, for which NIMS approved the use of those services.
- (4) “Written reply” shall refer to a written reply (Format 2-2) to an application for use of these services to notify its acceptance by NIMS.

- (5) "Site" shall refer to the MatNavi website.
- (6) "This data, etc." shall refer to data, content (including texts, figures, photos and tables) and datasheets provided by MatNavi or these services.
- (7) "This processed data, etc." shall refer to data, etc. processed into tables or other formats.

Article 2 (Special Agreement on Use of Additional Services for MatNavi)

1. The Special Agreement shall apply to the use of these services provided by NIMS and all matters associated with the provision of those services.
2. Various provisions announced as needed by NIMS through MatNavi and regulations for use publicized on the site during the use of these services shall consist of a part of the Special Agreement.
3. NIMS shall reserve the right to change content of the Special Agreement at any time without a prior consent of contractors. All contractors shall be deemed to have agreed to any change to the Special Agreement at the time when one month lapses after its publication on the site.
4. In addition to the case prescribed in the preceding paragraph, NIMS shall notify contractors of necessary matters as needed in the case where it finds it to be necessary. All contractors shall be deemed to have agreed to such a notification at the time when one month lapses after its publication on the site.

Article 3 (Scope of contractors and users)

1. Provision of MatNavi and these services shall aim to promote science technology of Japan and accelerate support for research and development. Therefore, NIMS provides these services only to juridical persons that use them for the purpose of research and development.
2. For the purpose of the preceding paragraph, these services shall be provided only to juridical persons whose main office is in Japan or to juridical persons (companies, public institutions and universities) established based on Japanese laws as subjects of contract.
3. Persons who are allowed to use these services shall be management officers, staff and employees of contractors and system-related subcontractors to which contractors have outsourced works for the purpose of using these services for themselves. No contractor may allow others to use these services.
4. Any contractor shall order users approved pursuant to the preceding paragraph to comply with the Special Agreement and agree that the use of these services by those

users is deemed to be the contractor's own act.

Article 4 (Conclusion, etc. of agreement)

1. NIMS shall provide these services to contractors to which it has notified of the acceptance of applications by means of written replies among those who desired to use these services, agreed to the General Conditions and the Special Agreement and submitted an application for use of these services to NIMS.
2. When any contractor desires to use the automatic log-in function, it shall disclose to NIMS a global IP address of information devices on which it plans to use these services. NIMS shall make these services available to the contractor by setting the IP address.
3. In the case where an applicant for contract falls under any of the following cases, NIMS may not conclude a contract with the applicant.
 - (1) The applicant does not exist.
 - (2) The applicant does not fall under any of the subjects of contract prescribed in Paragraph 2 of the preceding Article.
 - (3) NIMS determines that the applicant does not satisfy the requirements for use as prescribed in the General Conditions.
 - (4) NIMS determines that the purpose of using these services may not meet those of research and development.
 - (5) The contract of use of these services was canceled in violation of the Special Agreement or the General Conditions, or its renewal was disapproved in the past.
 - (6) Any matter entered in the application was false, or there was an error or missing part.
 - (7) The applicant fell in behind in payment of the usage fees prescribed in the written reply in the past.
 - (8) The applicant violated the Special Agreement or the General Conditions or the terms of use described in the written reply, or NIMS determines that the applicant may have committed a violation.
 - (9) Other cases where NIMS determines that it is inappropriate to accept the applicant as a contractor.
4. The preceding Paragraph shall apply mutatis mutandis in the case where any contractor desires to renew the contract as prescribed in Article 5.
5. When any change is made to the address, title of juridical person, phone number, E-mail address or any other matter described in the Written Application for Use of Additional Services for MatNavi related to the company with which the contractor is

affiliated, it shall notify NIMS of the change in writing without delay. The same shall apply to any change made to the global IP address of information devices on which these services are used in the case of any contractor that uses the automatic log-in function.

Article 5 (Term of contract)

1. The period of contract of these services shall be as described in "Period of Contract" in the written reply notified by NIMS to the contractor. The contractor shall not use these services after the period of contract has expired.
2. In the case where the contractor desires to renew its contract of these services, it shall agree again to the General Conditions and the Special Agreement and apply for use of these services.

Article 6 (Usage fees)

1. The contractor shall pay the usage fees described in the column of "Amount of usage fees" in the written reply by a due date described in "Payment method and due date of payment of usage fees" in the written reply as designated in an invoice issued by NIMS.
2. When the full or partial amount of usage fees is not paid by the said due date, NIMS may stop the provision of these services to the contractor without issuing any notice.
3. In the case where NIMS has stopped the provision of these services pursuant to the preceding paragraph, NIMS shall assume no responsibility whatsoever for the contractor and the contractor shall agree to this condition.
4. Paragraph 1 to Paragraph 3 of this Article shall apply mutatis mutandis to the renewal of contract of these services pursuant to Paragraph 2 of the preceding Article.

Article 7 (Ownership of copyright and other rights and prohibition of use for unintended purposes)

1. NIMS has obtained authorization from the owner of the copyright of MatNavi and of this data, etc. provided by these services, or the copyright shall be held by NIMS. NIMS also holds the copyright concerning the whole of Web pages and the whole system of MatNavi and these services.
2. NIMS authorizes the use of this data, etc. only for self-use of such data for purposes of research and development, product development and product manufacturing, and considerations along therewith.
3. No contractor shall commit any of the following acts with respect to this data, etc. nor

have any person who uses these services pursuant to Paragraph 3 of Article 3 commit any of the following acts. Be sure that, when any contractor violates this condition, the contract of use of these services is cancelled and criminal or civil responsibilities may be looked into by NIMS or another legitimate right holder.

All acts of use of this data, etc. other than the use authorized pursuant to Paragraph 2 of this Article. They include;

- (1) All types of reproduction, translation, adaptation, secondary use, transmission, upload, distribution, transfer, lease, licensing and commercialization other than the use prescribed in Paragraph 2 of this Article.
 - (2) Acts of reprinting this data, etc. or processed this data, etc. to documents, websites, etc. for publication, acts of selling it by publication, download or any other means, or acts of distributing it.
4. No contractor shall have any third party commit any of the acts listed in the preceding paragraph.

Article 8 (Prohibition of transfer of right)

No contractor shall transfer all of or part of the rights or responsibilities as a contractor of these services.

Article 9 (Handling of contractor information)

1. NIMS will not use personal information on management officers and employees of contractors obtained through applications for these services and business information of contractors for purposes other than the purpose for providing these services.
2. MatNavi automatically obtains users' access-source IP address, content of requests, access time, use environments and results of response. The contractors shall, before they use MatNavi and these services, agree that access logs obtained are used to decide correspondence to inquiries from users, maintenance of the system, analysis of the status of use and improvement of user-friendliness. NIMS will not use access logs for purposes other than those described above.
3. In addition to what is prescribed in the preceding two paragraphs, the Site Policy and the Privacy Policy shall apply to the protection of information and privacy of contractors and users along with the use of MatNavi and these services.
4. In the case where any information listed in the preceding three paragraphs leaks due to an act of any person other than those belonging to NIMS such as a hacker, NIMS shall be exempted from all responsibilities.

5. In the case of any of the following items, the contractor shall agree that information listed from Paragraph 1 to Paragraph 3 may be disclosed by NIMS to third parties.
 - (1) The contractor has agreed that the information is to be disclosed.
 - (2) It is required to disclose the information by laws and regulations.

Article 10 (Exemption from responsibility)

1. The contractor shall, in the case where any conflict with any third party arises as a result of the use of MatNavi or these services, intend to solve it at own responsibility and cost. NIMS shall not assume any responsibility whatsoever for the dispute.
2. This data, etc. provided in MatNavi and these services may be added, changed or deleted without prior notice. NIMS shall not assume any responsibility whatsoever for damages caused by changes to, additions to and deletion of this data, etc.
3. NIMS shall not assume any responsibility whatsoever for this data, etc. provided by MatNavi and these services or guarantee the quality of this data, etc. such as integrity and accuracy of information. Therefore, NIMS shall not assume any responsibility whatsoever for damages caused as a result of development using this data, etc.
4. NIMS shall not involve in any content of websites provided by other organizations to which links are established from MatNavi or these services, or assume any responsibility whatsoever therefor.
5. NIMS shall not assume any responsibility whatsoever for the following items.
 - (1) This data, etc. satisfy the requirement of the contractor.
 - (2) MatNavi and these services are available and in operation at all times, and no failure or trouble of the provision of this data, etc. included in MatNavi or these services occurs.

Article 11 (Changes to services for contractors)

1. The contractor shall accept that, in the case where NIMS determines it to be necessary (including not limited to the case where services become unavailable due to system maintenance or blackout but all the case where NIMS determines it to be necessary for technical or operational reasons), it may change, stop or suspend all of or part of MatNavi or these services at any time without giving contractors a prior notice.
2. NIMS may stop provision of MatNavi or these services after giving the contractors a one-month notification period. All contractors are deemed to have acknowledged it at the time when one month lapses after its publication on the site.
3. The contractors shall accept that, in the case where NIMS has changed, stopped or

suspended the provision of MatNavi or these services pursuant to Paragraph 1, it shall not assume any responsibility whatsoever for the contractors. The same shall apply to the case where NIMS stops the provision of MatNavi pursuant to the preceding paragraph.

4. The contractors shall accept that, in the case where NIMS has terminated the provision of these services pursuant to Paragraph 2, NIMS and the contractors settle the account in accordance with the General Conditions and NIMS shall not assume any responsibility whatsoever except debts relating to the settlement.

Article 12 (Stop of use)

1. In the case where NIMS determines that any contractor falls under any of the following items, it may cancel the contract of use of these services immediately without prior notice or acceptance of the contractor and stop the use thereof by the contractor.
 - (1) Any of the facts listed in Items (i) to (iii) of Paragraph 3 of Article 4 is found.
 - (2) The full or partial amount of usage fees has not been paid by the due date as prescribed by Paragraph 1 of Article 6.
 - (3) The contractor had any person other than those permitted pursuant to Paragraph 3 of Article 3 use these services or be able to use these services.
 - (4) The contractor committed any act in violation of Article 7 such as the use for any purpose other than research and development.
 - (5) The contractor obstructed the operation of NIMS or damaged the credibility of NIMS by distributing false information on MatNavi or these services.
 - (6) There was a violation of the Special Agreement, the General Conditions or the terms of use described in the written reply.
 - (7) It has been found out that any matter entered in the written application for use of these services was false or erroneous.
 - (8) The contractor received a statement of seizure or delinquency.
 - (9) There was dishonor of a negotiable interest or check issued or endorsed by the contractor.
 - (10) The contractor filed an appeal for start of bankruptcy, special liquidation, civil rehabilitation proceedings or corporate reorganization proceedings, or received such an appeal.
 - (11) The contractor has been dissolved.
 - (12) Any ground for cancellation as prescribed in the General Conditions has arisen.
2. In the case where NIMS has cancelled the contract of use of these services pursuant

to the preceding paragraph, the contractor shall accept that NIMS shall not assume any responsibility whatsoever for damages of the contractor caused thereby.

Article 13 (Effect after the contract has terminated)

1. When the contract of use of these services has terminated due to the expiration of the period of contract, cancellation of contract pursuant to the preceding Article, etc., the contractor shall lose the authority to use these services and shall not be allowed to use these services. Furthermore, the contractor shall not allow persons provided for in Paragraph 3 of Article 3 to use these services. When NIMS so requires, the contractor shall submit a written confirmation that assures its acceptance of this condition.
2. The Special Agreement shall remain effective for any matter arising from the use of these services even after the contract of use of these services has terminated.

Article 14 (Applicable laws)

Japanese laws shall be applicable to the enactment, coming into force, enforcement and interpretation of the Special Agreement.

Article 15 (Judicial district)

The Tokyo District Court shall be a dedicated jurisdictional court of first instance for all disputes over the Special Agreement, the Contract of Use of these Services, and MatNavi and these services.