

Inter-University Research Institute Corporation
High Energy Accelerator Research Organization (KEK)
Cryo-Electron Microscope Facility Use Regulations

(Established on
May. 29th, 2023)

【Scope of Application】

Article 1. This Regulation applies to the use of Cryo-Electron Microscopes (hereinafter referred to as "CryoEM") at the High Energy Accelerator Research Organization, an Inter-University Research Institute Corporation (hereinafter referred to as "KEK"), based on the "Regulations on the Use of Research Facilities of the High Energy Accelerator Research Organization, an Inter-University Research Institute Corporation" (Regulations No. 64 of Heisei 28 (2016)) and the "Guidelines for the Use of Cryo-Electron Microscopes of the High Energy Accelerator Research Organization, an Inter-University Research Institute Corporation" (Established May 29, 2023).

【Definitions】

Article 2.

1. In this Regulation, "facility use" refers to "general use," where an external party (hereinafter referred to as "User") who has obtained permission under Article 4, Paragraph 1, uses CryoEM for their own purposes, and "priority use" as defined in Paragraph 2 of this Article, as well as support for use as defined in Article 3.

2. In this Regulation, "priority use" refers to the preferential use of CryoEM by a User for the implementation of a research project adopted by the national government or an independent administrative agency under the jurisdiction of the national government or an equivalent organization (hereinafter referred to as "priority project").

3. In this Regulation, "intellectual property rights" refers to the rights stipulated in Article 2 of the "Regulations on the Handling of Intellectual Property of the High Energy Accelerator Research Organization, an Inter-University Research Institute Corporation" (Regulations No. 16 of Heisei 16 (2004)), copyrights stipulated in the Copyright Act (Act No. 48 of Showa 45 (1970)), and rights equivalent to the aforementioned rights in foreign countries, as well as other intellectual property (referring to intellectual property as defined in Article 2, Paragraph 1 of the Intellectual Property Basic Act (Act No. 122 of Heisei 14 (2002))) and rights related to interests protected by law.

4. In this Regulation, "confidential information" refers to technical information disclosed by KEK or the User to the other party, and information other than technical information related to one's own business, which is marked as confidential on documents or electromagnetic records (including reproductions), and information disclosed orally that was explicitly stated as confidential at the time of disclosure and subsequently confirmed in writing as confidential by the disclosing party within 30 days of disclosure. However, information falling under any of the following items is not included in confidential information:

- (1) Information that was already publicly known at the time of acquisition from the other party or became publicly known without cause attributable to oneself after acquisition from the other party.
- (2) Information legitimately obtained from a third party without being bound by a confidentiality obligation.
- (3) Information that can be proven by documents, etc., to have already been possessed by oneself at the time of acquiring the information from the other party.
- (4) Information that can be proven by documents, etc., to have been independently created without relying on information acquired from the other party.
- (5) Information independently created after receiving disclosure from the other party, without relying on the information indicated as confidential by the other party.
- (6) Information for which consent for disclosure was obtained from the other party in writing, etc.
- (7) Information whose disclosure is obligated by laws or court orders.

【Support for Use】

Article 3. The User may receive guidance and support on CryoEM operation methods, experimental sample preparation methods, etc. (hereinafter referred to as "support for use") through consultation with KEK. The KEK and the User shall record the details of the support for use as agreed matters.

【Method of Use】

Article 4.

1. An external party who intends to use the facilities based on this Regulation must submit a separately prescribed application form for use to the Director-General of KEK in advance and obtain permission. In the case of priority use, the applicant must attach a plan for the priority project and a copy of the document certifying the adoption as a priority project, and apply to the Director-General to obtain permission.
2. A User visiting KEK must designate a person responsible for use and register as a user according to separately prescribed procedures.
3. If any changes occur to the registered matters under the preceding paragraph, the person responsible for use must register the changes.
4. A User who has registered as a user and no longer needs to visit KEK must submit a separately prescribed "Deregistration Notification" to the Director-General. However, this shall not apply when the facility use has ended.

【Publication of Results / Facility Use Report】

Article 5.

1. Results related to facility use may be kept confidential. However, in the case of priority use where the publication of results is a prerequisite, the results must be published after the completion of facility use.
2. The User must promptly submit a separately prescribed usage report to the Director-General after the completion of use. However, if the User has requested confidentiality in advance based on the provisions of the preceding paragraph, the publication of results may be omitted from the report by clearly stating that fact

3. If the User publishes the results of facility use, the User shall be obligated to submit copies of the published materials, etc., to KEK.

【Attribution of Intellectual Property Rights】

Article 6.

1. Intellectual property rights related to inventions, etc., made by the User through facility use shall belong to the User. However, if the improvement of experimental equipment or measurement methods in the facility for such use is carried out by KEK staff, the attribution of intellectual property rights, such as inventions and know-how, shall be discussed between the Director-General of KEK and the User, taking into account their respective contributions.

2. If the User creates an invention, etc., subject to discussion under the preceding paragraph through facility use, the User must report it to the Director-General of KEK.

【Acquisition of Intellectual Property Rights】

Article 7. If the User applies to acquire intellectual property rights, domestically or internationally, regarding the research results, the User must report it to the Director-General of KEK. However, if the improvement of experimental equipment or measurement methods in the facility for the User's facility use is carried out by KEK staff, the application for acquiring domestic or international intellectual property rights for inventions and know-how shall be discussed between the Director-General of KEK and the User on a case-by-case basis.

【Implementation of Intellectual Property Rights】

Article 8. When the User or the Director-General implements the intellectual property rights acquired based on the proviso of the preceding article for KEK's operations, or allows a party designated by the Director-General or the User to implement them, mutual permission for such implementation shall be granted.

【Usage Fees】

Article 9. Usage fees for facility use, etc., shall be determined separately.

【Payment of Usage Fees】

Article 10. The User must pay the usage fees stipulated in the preceding article by the due date using the "invoice" issued by the Head of the Finance Department.

【Refund of Usage Fees】

Article 11. As a general rule, paid usage fees will not be refunded. However, the entire or a portion of the paid usage fees may be refunded in the following cases:

- (1) When facility use becomes impossible due to reasons not attributable to the User or due to natural disasters or other causes.
- (2) When facility use becomes impossible due to reasons attributable to KEK.

【Confidentiality】

Article 12.

1. KEK and the User shall strictly maintain the confidentiality of confidential information disclosed by the other party and shall not disclose it to any third party without the other party's written consent.

2. KEK and the User shall designate a person responsible for handling confidential information and manage it strictly.

3. KEK and the User shall disclose confidential information only to their own officers and KEK's staff or the User's employees, etc., who are involved in facility use and for whom it is necessary for business purposes, and shall explicitly state that the confidential information is a matter to be kept confidential at the time of disclosure.

4. KEK's staff or the User's employees, etc., who are involved in facility use shall bear the same obligations as those borne by KEK and the User based on this Regulation.

5. If the User creates an invention, etc., based on confidential information disclosed by KEK, or an invention, etc., that includes confidential information disclosed by KEK, the User shall immediately notify KEK of such fact, and KEK and the User shall consult on the handling of such invention, etc.

6. Confidential information disclosed by the User to KEK shall be limited to the minimum necessary scope in light of the purpose of facility use.

7. The User shall not engage in acts of accessing technical information of KEK or other Users or third parties by means of eavesdropping, secret photography, reverse engineering, or similar means.

【Compliance Matters】

Article 13. The User must comply with KEK's regulations, etc., and relevant laws and strive to ensure safety.

【Accident Handling】

Article 14.

If an accident, emergency, or similar situation occurs during the use of the facility, the User must promptly notify KEK and follow its instructions.

【Exemption from Liability】

Article 15.

1. KEK shall not bear any legal responsibility whatsoever for damages incurred by the User or a third party arising from accidents, incidents, etc., that occur due to or in connection with the use of the facility, and shall not provide compensation for damages. However, this shall not apply if KEK caused such accidents and incidents with willful intent or gross negligence.

2. KEK shall not bear any legal responsibility whatsoever, including liability for damages, for damages incurred by the User and third parties due to facility malfunctions, defects, flaws, etc.

3. KEK shall not bear any legal responsibility whatsoever, including liability for damages, for the loss or damage of equipment, etc., brought in by the User, except in cases of willful intent or gross negligence on the part of KEK.

4. If a claim is made by a third party alleging that the User's act of use, the results created through use, or the User's acts of manufacturing and selling using such results infringe on the rights of a third party, the User shall resolve such dispute at their own expense and responsibility, and KEK shall not bear any legal responsibility whatsoever, including liability for damages.

5 If KEK is held liable for damages, the scope of such liability shall be limited to direct and ordinary damages, and shall not include lost profits, special damages, or indirect damages.

【Damages】

Article 16.

1.If the User causes damage to the facility, such as breakage, due to willful intent or an act that violates the compliance matters in Article 13, KEK may claim damages from the User and their employees, etc.

2. If a third party makes a claim against KEK for damages incurred by the third party due to or in relation to the User's act of facility use, the User shall bear the costs and damages incurred by KEK due to such claim.

3. The provisions of the preceding paragraph shall apply *mutatis mutandis* if a third party makes a claim against KEK alleging that the User's act of use, the results created through use, or the User's acts of manufacturing and selling using such results infringe on the rights of a third party, as stipulated in Article 15, Paragraph 4.

【Product Liability】

Article 17.

1.KEK and the User confirm that, with regard to products manufactured using the facility, the User shall bear sole responsibility as the manufacturer.

2. KEK shall not bear any legal responsibility whatsoever, including product liability, for products manufactured using the facility and their manufacturing methods.

3. The provisions of Article 16, Paragraph 2 shall apply *mutatis mutandis* if a third party makes a claim against KEK alleging product liability for products manufactured using the facility.

【Effective Period】

Article 18. The effective period of this Regulation shall be from the date of permission for use under Article 4 until the completion of use. The provisions of Article 12 (Confidentiality) shall remain in effect for five years after the expiration of this Regulation, and the provisions of Article 15 (Exemption from Liability), Paragraphs 2 and 4, shall remain in effect even after the expiration of this Regulation.

【Jurisdiction】

Article 19. Lawsuits concerning this Regulation shall be subject to the jurisdiction of the Mito District Court.

【Consultation】

Article 20 Matters not stipulated in this Regulation shall be resolved through consultation between KEK and the User as needed.

Addendum

These regulations have been in effect since May 29th, 2023.