(This term is applicable from April 1, 2020)

Term of Use of JAEA Facilities

The use of the shared use facilities (hereinafter referred to as the "Facilities") made available by Japan Atomic Energy Agency (hereinafter referred to as "JAEA") is subject to the terms of use set forth herein and the user (hereinafter referred to as the "User") shall be bound by these terms.

Article 1 (Application)

The User intending to use JAEA's Facilities shall complete, affix its name and seal to, and submit an application prescribed by JAEA.

Article 2 (Acceptance)

Upon receipt of the application referred to in the preceding paragraph, JAEA shall promptly decide whether or not to accept the application and, if the application is accepted, shall send the User a writing to confirm the acceptance.

Article 3 (Payment of Usage Charge)

1. In consideration of its services, JAEA will charge the User a usage charge calculated in accordance with JAEA's predetermined calculation standard.
2. The User shall pay JAEA the usage charge payable under the preceding paragraph within thirty (30) days of its receipt of the invoice therefor unless the User is prevented from doing so for a reason beyond its control.

Article 4 (User-Supplied Materials)

1. JAEA may require that the User supply to JAEA all or part of materials to be used for radiation or other purposes (such materials being hereinafter referred to as the "User-Supplied Material(s)").
2. The User shall deliver to JAEA the required User-Supplied Material(s), if any, on or prior to the date of delivery specified by JAEA.
3. If JAEA deems any User-Supplied Material not appropriate for use, the User shall replace the inappropriate material with an appropriate one at its own expense by following JAEA's instruction.
4. Any damage arising in connection with User-Supplied Materials shall be the sole responsibility of the User except where such damage is attributable to JAEA.

Article 5 (Use of Facilities and Services)

1. In connection with its use of the Facilities, if the User needs to use JAEA's other facilities or services as well, such as the transport of radioactive materials, procurement of consumables or other related services, the User shall obtain JAEA's consent prior to such use.
2. In the case of the preceding paragraph, the User shall pay the applicable usage charges or the actual costs as charged by JAEA.

Article 6 (Support to the User)

1. In connection with the use of the Facilities, the User may receive services from JAEA, such as the operation of necessary equipment, on charged basis.

2. In connection with the use of the Facilities, the User may receive technical support from JAEA, such as helping the User to operate necessary equipment, prepare samples, or analyze data, on a charged basis.

3. If the User intends to receive such services or support as referred to in the preceding two paragraphs, the User shall first consult the staff in charge of the relevant facilities of JAEA as to whether such services or support is available and, if available, submit an application together with a completed form prescribed by JAEA.

4. In consideration of the services or support received pursuant to the preceding paragraphs 1 and 2, the User shall pay the charge based on the request by JAEA that will be calculated in accordance with JAEA's predetermined calculation standard; provided, however, that in cases where the User uses such services or support under a "project intended for publication" and an employee of JAEA becomes a co-author of the publication of the research results the charge payable under the preceding paragraphs 1 and 2 will not be charged.

Article 7 (Responsibility for Contractual Wastes)

1. If in connection with the User's use hereunder radioactive wastes (hereinafter referred to as "Contractual Wastes") are generated, the User shall be responsible for the storage, treatment and disposal (these processes being hereinafter collectively referred to as the "Treatment and Disposal") of the Contractual Wastes.

2. JAEA may take over the responsibility for the Treatment and Disposal of Contractual Wastes, but only up to the stage of storage after treatment, if the User pays the costs incurred in connection with the Treatment and Disposal; provided, however, that JAEA assumes the entire responsibility for such Treatment and Disposal in any of the following cases:

(1) The costs incurred in connection with the Treatment and Disposal of Contractual Wastes are not more than 2,400,000 yen.

(2) The User is Japanese government and can make payment only in one lump sum, or is subject to any other restriction similar to this.

(3) The User is a private person, or is subject to specific circumstances specified by JAEA.

Article 8 (Taking Back of Contractual Wastes)

1. If the User takes back Contractual Wastes at its own responsibility in accordance with paragraph 1 of the preceding Article, the User shall submit to JAEA the application required under Article 1 together with a notice stating the time and method of taking back the Contractual Wastes.

2. The User shall be solely responsible for all expenses incurred in connection with the taking back of Contractual Wastes.

Article 9 (Method of Determining the Quantity of Contractual Wastes Generated)

1. If the User's use under Article 1 is expected to generate Contractual Wastes, JAEA shall prepare a statement that confirms the estimated amount of generation of the radioactive wastes (such statement being hereinafter referred to as the "Confirmation of Estimated Amount"). Each of JAEA and the User shall review the contents of the Confirmation of Estimated Amount and, if it is agreed that the contents are correct,

affix its name and seal thereto.
2. JAEA shall, based on the figures reported in the Confirmation of Estimated Amount, determine the estimated amount of costs required for the Treatment and Disposal of the expected Contractual Wastes in accordance with JAEA's predetermined calculation standard.
3. After completion of the User's use under Article 2, JAEA shall prepare a statement that confirms the actual amount of radioactive wastes generated (such statement being hereinafter referred to as the "Confirmation of Actual Amount"). Each of JAEA and the User shall review the contents of the Confirmation of Actual Amount and, if it is agreed that the contents are correct, affix its name and seal thereto.
4. JAEA shall, based on the figures reported in the Confirmation of Actual Amount, determine the final amount of costs required for the Treatment and Disposal of the generated Contractual Wastes in accordance with JAEA's predetermined calculation standard; provided, however, that if the estimated amount determined pursuant to paragraph 2 is not more than 2,400,000 yen such estimated amount may be deemed the final amount upon mutual agreement between JAEA and the User.

Article 10 (Responsibility for Costs for Treatment and Disposal of Contractual Wastes)
1. The amount of costs that the User shall bear under paragraph 2 of Article 7 shall be the final amount determined pursuant to paragraphs 3 and 4 of the preceding Article.
2. If the final amount determined under paragraph 4 of the preceding Article is not more than 2,400,000 yen, JAEA may add all costs incurred in the Treatment and Disposal of the Contractual Wastes to the usage charge payable under paragraph 1 of Article 3 and may cause the User to pay such aggregate amount in one lump sum payment.
3. If the final amount determined under paragraph 4 of the preceding Article is more than 2,400,000 yen, JAEA may add all costs incurred in the treatment of the Contractual Wastes, and those incurred in the storage thereof for a period of time specified below, to the usage charge payable under paragraph 1 of Article 3 and may cause the User to pay such aggregate amount in one lump sum payment; the costs for the disposal of Contractual Wastes shall be paid by the User to JAEA upon the expiration of the respective storage period. However, if JAEA is unable to commence the process of disposal upon expiration of storage period for some reason, the User is required to bear additional storage charges applicable for the period after the date of expiration and shall then pay the costs for disposal at the time when the disposal becomes feasible.
(1) Storage period in case of trench disposal or pit disposal: 15 years
(2) Storage period in case of intermediate depth disposal: 30 years
(3) Storage period in case of geological disposal: 40 years

Article 11 (Consultation on Contractual Wastes)
With respect to the Contractual Wastes that shall be stored after treatment pursuant to paragraphs 2 and 3 of the preceding Article, JAEA and the User shall take all necessary measures, upon mutual consultation, to comply with any requirements that may be imposed by applicable laws and regulations in connection with the Treatment and Disposal of radioactive wastes.

Article 12 (Control of Individual Doses)

If the User uses the Facilities in the capacity of a radiation worker, the User shall pay the costs of individual dose control as charged by JAEA, which costs shall be calculated in accordance with JAEA's predetermined calculation standard.

Article 13 (Obligation to Restore Original Condition)
1. If the User wishes to make alterations in JAEA's facilities for the convenience of using the Facilities, the User shall obtain JAEA's prior approval at its own expense.
2. Upon completion of the use under the preceding paragraph, the User shall restore the altered facilities to their original condition and have the restored facilities inspected by JAEA.

Article 14 (Project Report and Publication of Research Results)
1. In cases where the User uses the Facilities under a "project intended for publication", the User shall submit a project report to JAEA and publish research results, pursuant to the following provisions.
2 Project report shall be submitted in a form prescribed by JAEA within sixty (60) days from 1st April of the year following the JAEA's fiscal year in which the User have used the facility (hereinafter referred to as "Facility Use Fiscal Year"). JAEA shall have the right to publish the project report submitted.
3. Research results shall be published within two (2) years from 1st April of the year following the Facility Use Fiscal Year by journal article or other methods prescribed by JAEA, and notify to JAEA in a form prescribed by JAEA. However, this does not apply if JAEA accepted deadline extension upon the user's request.
4. If the User fails to submit a project report or publish research results by the deadline (extended deadline, if JAEA accepted deadline extension) set forth in the preceding provisions, the User shall pay the difference between the usage fee applied to a "project not intended for public disclosure" and the usage fee the user already paid.

Article 15 (Ownership of Intellectual Property Rights)
1. If the User intends to apply for registration of any intellectual property right created through the use of the Facilities, the User shall first consult with JAEA.
2. If an invention or innovation is jointly developed by JAEA and the User, all intellectual property rights associated with the invention or innovation shall be the joint property of JAEA and the User (any of such intellectual property right being hereinafter referred to as a "Jointly Owned Intellectual Property Right") .If JAEA or the User intends to register such a Jointly Owned Intellectual Property Right, the application for the registration shall be made in the joint names of JAEA and the User on the basis of an agreement to be entered into between the parties that provides for the terms of joint application including those concerning the parties' respective shares in the Jointly Owned Intellectual Property Right.
3. If an invention is involved in connection with the use of the Facilities, JAEA and the User shall take all necessary action to obtain from the inventor the right to procure registration of the intellectual property rights associated with the invention.

Article 16 (Utilization of Results)
1. If the User publishes any of the results derived from its use of the Facilities under a "project intended for publication", the User shall expressly state in the publication that the use was made under the "Shared Use

Program of JAEA Facilities".
2. If the User receives the services or support under paragraph 1 or 2 of Article 6 in connection with the use of the Facilities, the User may name an employee of JAEA as a co-author of the publication upon prior consultation with the employee.

Article 17 (Licensing of Intellectual Property Rights)
1. If either JAEA or the User permits a third party or a person nominated by the User to use a Jointly Owned Intellectual Property Right, JAEA or the User, as appropriate, shall enter into with such person an agreement that stipulates the terms and conditions regarding the licensing of the Jointly Owned Intellectual Property Right including those relating to the payment of royalties.
2. If the User exploits a Jointly Owned Intellectual Property Right commercially and JAEA does not participate in such commercial exploitation, the User shall pay JAEA an amount to be determined between the parties in proportion to their respective shares in the Jointly Owned Intellectual Property in compensation for JAEA's non-participation in the said commercial exploitation.

Article 18 (Licensing to Third Parties)
Each of JAEA and the User may grant a license to any third party to use any of Jointly Owned Intellectual Property Rights with the consent of the other party.

Article 19 (Costs to Manage Intellectual Property Rights)
1. Each of JAEA and the User shall bear its own costs and expenses (including without limitation patent attorneys fees, filing fees, and maintenance fees) in connection with the management of its solely owned intellectual property rights that have been created through the use of the Facilities.
2. Except as otherwise provided, if any intellectual property right resulting from the use of the Facilities is jointly owned by JAEA and the User, the costs and expenses (including without limitation patent attorneys fees, filing fees, and maintenance fees) incurred to manage the intellectual property right shall be borne by JAEA and the User in proportion to their respective shares in such intellectual property right.

Article 20 (Confidentiality)
1. Neither JAEA nor the User shall disclose to any third party any confidential information of the other party that may be acquired as a result of or in connection with the use of the Facilities, with the exception of the following information:
(1) Information that is already in the public domain at the time of acquirement from the other party;
(2) Information that becomes part of the public domain through no fault of the receiving party after it is acquired from the other party;
(3) Information that can be demonstrated to have been already in the possession of the receiving party at the time of acquirement from the other party;
(4) Information that is acquired without any obligation of confidentiality from a third party duly authorized to disclose the information;
(5) Information that can be demonstrated to have been independently developed by the receiving party without reliance on any information acquired from the other party;
(6) Information that is published or disclosed with the written consent of the other party; or

(7) Information that is required by law or court order to be disclosed, provided that the receiving party shall immediately notify the other party of the requirement.
2. Depending on the purpose or nature of the use of the Facilities, JAEA and the User may agree on special terms with respect to confidentiality.

Article 21 (Suspension of Operation of Facilities)
1. If JAEA is prevented from continuing the operation of its Facilities or other facilities as a result of an accident or other circumstance, JAEA shall promptly notify the User to that effect.
2. JAEA shall not be liable for any damage resulting from such discontinuation of operation as referred to in the preceding paragraph.

Article 22 (Damages)
In the event that the User causes any damage to JAEA's facilities or equipment through its use of the Facilities, the User shall immediately report it to JAEA and shall pay a reasonable amount of compensation to JAEA.

Article 23 (Disclaimer of Liability)
JAEA shall not be liable for any damage or injury caused as a result of intentional conduct or negligence on the part of the User in the use of the Facilities.

Article 24 (Compliance with Rules)
When using the Facilities, the User shall comply with applicable rules and regulations of JAEA and follow JAEA's instructions.

Article 25 (Modification or Termination of Agreement)
1. JAEA and the User may modify or terminate this Agreement subject to prior mutual consultation.
2. JAEA may terminate this Agreement if the User breaches or threatens to breach the duty of compliance required under the preceding article.

Article 26 (Effect of Termination)
The provisions of Articles 7, 8, 9, 10 and 11 shall survive any termination of this Agreement and remain in force until a date to be determined by mutual agreement between JAEA and the User.

Article 27 (Resolution of Ambiguous Matters)
In cases where any matter is not provided for in this Agreement or any uncertainty or ambiguity arises with respect to the performance of this Agreement, the parties hereto shall seek a mutually agreeable resolution through mutual consultations.