

Note: This translation is for reference purposes only. Should any discrepancies arise between the English and Japanese versions, the Japanese version is the authoritative version, thus the Japanese version will be deemed valid.

Implementation Guidelines for the Shared Facility Promotion Program of
the Life Science Collaboration Center (LiSCo),
Nara Institute of Science and Technology

March 27, 2024
President's Ruling

Article 1 (Purpose)

These Guidelines stipulate the matters necessary for the operation of the Shared Use Promotion Program (hereinafter referred to as the “Program”) for research equipment and instruments owned by the Life Science Collaboration Center (LiSCo) (hereinafter referred to as the “Center”), pursuant to Article 7 of the Regulations on the Development and Promotion of Shared Use of Research Equipment and Facilities at Nara Institute of Science and Technology (Regulation No. 4 of 2024; hereinafter referred to as the “Shared Use Regulations”). The Program aims to promote the shared use (hereinafter referred to as “Shared Use”) of research equipment and instruments maintained by the Center (hereinafter referred to as the “Shared Equipment”).

Article 2 (Promotion of Shared Use)

In order to promote the Shared Use of Shared Equipment, the Program shall provide the support services specified in each item of Article 5, Paragraph 1 of the Shared Use Regulations.

Article 3 (Conditions for Use)

The Shared Use of Shared Equipment shall be provided only when, in accordance with the objectives stipulated in Article 2 of the Shared Use Regulations: such use does not interfere with the research and educational activities of Nara Institute of Science and Technology (hereinafter referred to as the “University”); and such use is deemed to meet the needs of the applicant for use or contribute to sound business activities.

Article 4 (Eligibility for Use)

The following persons shall be eligible to use the Shared Equipment:

- (1) Faculty members, staff members, and students of the University (including Special Research Students, Research Students, and Special Auditing Students);
- (2) Researchers and experts affiliated with academic research institutions other than the University;
- (3) Researchers and experts affiliated with companies and other organizations; and
- (4) Other persons approved by the Director of the Life Science Collaboration Center (hereinafter referred to as the “Director”).

Article 5 (Responsible User)

For each use of Shared Equipment, a Responsible User shall be designated.

2. The Responsible User shall manage both the users of the Shared Equipment (hereinafter referred to as “Users”) and the status of the equipment use for the relevant project.
3. The Responsible User shall be designated in accordance with the category of User as specified in each item below:
 - (1) For persons specified in Item 1 of the preceding Article:
A faculty member of the laboratory to which the User belongs.
 - (2) For persons specified in Items 2 through 4 of the preceding Article:

The principal investigator responsible for the research utilizing the Shared Equipment.

Provided, however, that when the User personally falls within the category specified above, the User may serve as the Responsible User.

Article 6 (Application for Use)

Persons specified in Article 4, Item 1 who wish to use Shared Equipment shall complete the necessary procedures, such as submitting an application to the Director, as required for the Shared Equipment to be used.

2. Persons specified in Article 4, Items 2 through 4 who wish to use Shared Equipment shall submit an application to the Director and obtain approval prior to use.

Article 7 (Review of Applications)

The Director shall determine whether to approve the application prescribed in Paragraph 2 of the preceding Article and shall notify the applicant of the decision.

Article 8 (Shared Equipment and Usage Fees)

The shared equipment provided to Users shall be as set forth in the Appended Table.

2. Pursuant to the provisions of Article 5, Paragraph 2 of the Shared Use Regulations, the usage fees for the shared equipment referred to in the preceding paragraph shall be the total sum of the amount obtained by adding the amount equivalent to consumption tax and local consumption tax to the amount specified in the Appended Table (hereinafter referred to as "Direct Costs"), and an amount equivalent to 30 percent of the Direct Costs as indirect costs necessary for the management, etc. of the University associated with the use of the shared equipment.

3. Notwithstanding the preceding paragraph, the Director may exempt all or part of the user fees when deemed particularly necessary.

4. Usage fee shall, in principle, be paid in advance.

5. Notwithstanding the preceding paragraph, the Director may permit payment after use of the Shared Equipment.

6. As a general rule, usage fees once paid shall not be refunded.

Article 9 (Reporting on Use)

Users shall submit a report on the details of their use of the Shared Equipment to the Director by the end of the fiscal year in which such use is completed; provided, however, that this requirement may be waived when the Director deems such reporting unnecessary.

Article 10 (Compliance Obligations)

With respect to the use of the Shared Equipment, Users shall comply with the matters instructed by the Director of the Center and the matters listed below:

- (1) The Shared Equipment shall not be used for any purpose other than the approved use.
- (2) Users shall not allow any third party to use Shared Equipment.
- (3) User shall not make any special modification to the Shared Equipment or alter its current condition, except as approved by the Director.
- (4) Users shall make every effort to maintain and preserve the Shared Equipment.
- (5) In the event of any malfunction or abnormality in the Shared Equipment, Users shall immediately report the matter to the Responsible User and the administrator of the Shared Equipment and shall follow their instructions.
- (6) Users shall not engage in any act that may give rise to an accident or other hazardous situation.
- (7) Users shall not engage in any other act that may interfere with the research or educational activities of the University.

Article 11 (Suspension or Revocation of Approval)

The Director may revoke approval for the use of Shared Equipment or suspend such use if any violation of the obligations set forth in the preceding Article is found, or if any of the following circumstances applies:

- (1) When the Director determines that the User has violated, or is likely to violate, these Guidelines, other University regulations, or applicable laws and regulations.
- (2) When the user has made a false statement in an application or other related procedure.
- (3) When the User fails to pay the prescribed usage fees by the deadline designated by the University.
- (4) When the Director determines that the use of the Shared Equipment is hindered due to operational or administrative reasons of the University.

2. The University shall not be liable for any loss or damage incurred by a User resulting from the revocation of approval or suspension of use pursuant to a violation of Article 10 or Paragraph 1, Items (1) through (3) of this Article.

3. In the event of a natural disaster or any other unavoidable circumstance affecting the implementation of the Program, the University and the User may, upon mutual consultation, suspend the use of the Shared Equipment or extend the period of use. In such case, the University shall not be liable for any loss or damage incurred by the User as a result of such suspension.

Article 12 (Restoration to Original Condition)

Upon completion of the use of Shared Equipment, including cases in which approval has been revoked or use has been suspended pursuant to Article 11, Paragraph 1, the User shall immediately restore the Shared Equipment to its original condition and undergo an inspection by the administrator of the Shared Equipment; provided, however, that this requirement may be waived when the Director deems such restoration or inspection unnecessary.

Article 13 (Confidentiality)

Faculty members and staff of the Center and the Users shall not use, for any purpose other than the Program, any technical, business, or other information disclosed or provided by the other party, or otherwise obtained through the use of the Shared Equipment, that falls under any of the following categories (hereinafter referred to as “Confidential Information”):

(1) Information disclosed in documents, drawings, technical materials, electronic media, or other materials bearing a confidentiality designation such as “Confidential.”

(2) Information disclosed orally and identified as confidential at the time of disclosure, provided that the content of such disclosure is subsequently documented and furnished in writing with a confidentiality designation within fifteen (15) days after disclosure.

(3) Information disclosed through samples, specimens, or other tangible materials identified as confidential at the time of

disclosure, provided that information identifying such materials is subsequently furnished in writing with a confidentiality designation within fifteen (15) days after disclosure.

2. Faculty members and staff of the Center and the Users shall not disclose or divulge any Confidential Information; provided, however, that the foregoing shall not apply to information that:

(1) can be demonstrated to have already been in the recipient's possession at the time of disclosure;

(2) was publicly known at the time of disclosure;

(3) became publicly known after disclosure through no fault of the recipient;

(4) was lawfully obtained from a third party having legitimate authority to disclose such information;

(5) was independently developed or acquired without reference to the disclosed information; or

(6) has been approved for disclosure by prior written consent of the disclosing party.

Article 14 (Disclaimer Regarding Accident Compensation and Limitation of Liability y)

Where the User specified in Article 4, Items (2) through (4) encounters an accident, disaster, or similar event while using the Shared Equipment, compensation shall, in principle, be provided under the compensation system applicable to employees of the academic institution, company, or organization to which the User belongs; provided, however, that this shall not apply where such accident, disaster, or event is attributable to reasons for which the University is responsible.

2. The University shall not be liable for the loss, damage, leakage, or unauthorized disclosure of experimental samples or other materials submitted by a User for use with the Shared Equipment, except where such loss, damage, leakage, or disclosure is attributable to reasons for which the University is responsible.

3. Any dispute arising between a User and a third party in connection with the User's use of the Shared Equipment shall be resolved at the

User's own responsibility and expense, and the University shall bear no liability in relation thereto.

Article 15 (Compensation for Damages)

The User who intentionally or negligently (or, in the case of a User specified in Article 4, Item (1), intentionally or through gross negligence) causes the loss of or damage to the Shared Equipment shall restore such equipment to its original condition or compensate the University for the resulting damage.

2. The User who intentionally or negligently (or, in the case of a User specified in Article 4, Item (1), intentionally or through gross negligence) causes the loss, damage, leakage, or unauthorized disclosure of experimental samples or other materials submitted for use with the Shared Equipment shall compensate for the resulting damage.

Article 16 (Surviving Provisions)

The provisions of Articles 13 through 15 shall remain in effect after the User has completed the use of the Shared Equipment, to the extent necessary to ensure compliance with those provisions.

Article 17 (Accounting)

The fiscal year of the Program shall commence on April 1 of each year and end on March 31 of the following year.

2. Of the revenue derived from Direct Costs, only the portion used for the maintenance, management, and operation of the Shared Equipment provided through the Program shall be recognized as revenue in the fiscal year in which it is received. Any remaining balance may be carried forward to the following fiscal year and used for the development, improvement, and maintenance of the Shared Equipment in accordance with the Basic Policy set forth in Article 3, Paragraph 1 of the Shared Use Regulations.

Article 18 (Miscellaneous Provisions)

Matters not provided for in these Guidelines shall be governed by the regulations and rules established by Nara Institute of Science and

Technology. Any additional matters necessary for the implementation of these Guidelines shall be separately prescribed by the Director.

Supplementary Provisions

These Guidelines shall come into effect on April 1, 2024.

Supplementary Provisions

These Guidelines shall come into effect on November 1, 2024.

Supplementary Provisions

These Guidelines shall come into effect on June 19, 2025.

Supplementary Provisions

These Guidelines shall come into effect on April 1, 2026.