Pledge for Use of Analytical Center, Graduate School of Science, Osaka City University

Particulars of Pledge

1. Basic Principle

Tasks performed by using Analytical Center, Graduate School of Science, Osaka City University (hereinafter referred to as "Analytical Center") shall be limited to peaceful objectives and experiments thereof shall be conducted in a manner that secures not only safety but good relations with other researchers and the like that use such facilities. In this relation, applicable laws and regulations and rules, various procedures and the like of Osaka City University shall be carefully observed. In addition, safety and management-related instructions given by a person responsible for equipment of Analytical Center (hereinafter referred to as "Responsible Person") shall also be observed.

2. Accident Insurance

All users of Analytical Center shall take out accident insurance and the like (including those which are based on workers' compensation law) to insure against any freak accidents.

Insurance that Osaka City University has does not cover any visitor. Therefore, the user of Analytical Center shall always check the conditions of the accident insurance arranged by its employer beforehand.

3. Carry-in or the Like of Goods, Chemicals and the Like

Goods and chemicals used for any experiment shall be carried into Analytical Center in accordance with the prescribed procedures and shall be managed with the due care of the prudent user. The user shall be responsible to take all goods and chemicals carried into Analytical Center back to the institute, to which the user belongs.

4. Use of Facilities, Equipment and the Like

Whenever the user uses any facilities, equipment and goods that are located in and belong to Analytical Center, the user shall follow instructions of Responsible Person. After the use, they shall be returned to the original condition and location.

5. Commencement of Use

Before start of an experiment, the user shall conduct the prescribed inspection of functions, conditions and the like of the facilities and equipment to be used. When any abnormality is found, the user shall notify the Responsible Person accordingly and they shall be further inspected in the case that the Responsible Person instructs.

6. Completion of Use

After completion of an experiment, the user shall undergo the prescribed inspection of functions, conditions and the like of the facilities used. In case where any instruction for restoration to the original state is given as a result of inspection, the user shall take necessary measures in accordance with such an instruction.

7. Reduction/Delay of Time of Use of Facility

Every facility of Analytical Center is being briskly used by on-campus users throughout the year. Therefore, the user may only use the facility in accordance with time and duration allocated by the steering committee of Analytical Center, which coordinates the desired time/date/duration of use and the availability of facility for a smooth operation of the overall facility. In this relation, no user is entitled to claim for any damages arising from reduction/delay of time of use of the facility to Osaka City University, unless there is any intentional act or gross negligence on the part of Osaka City University.

8. Use Report

The user shall submit the prescribed use report by the date designated by the steering committee of Analytical Center after the completion of experiment period. The user shall also agree that Osaka City University may freely compile and process the submitted reports as required for statistical process of such reports and/or for editing publications and the like of Osaka City University.

9. Use Fee of Facility

The steering committee of Analytical Center determines the using hours and the like based on the submitted "Use Report" and charges a use fee of the related facility thereto to a person who has agreed with the principal investigator for such a payment. A person who has been charged

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such a fee shall pay the charged amount to a bank account designated by Osaka City University within sixty (60) days from the date of such a payment request. All bank charges therefrom shall be borne by the payer.

10. Results from the Use

The user shall mention a sentence describing "the study results have been derived from the use of Analytical Center, Graduate School of Science, Osaka City University" in all publications such as scientific papers, printed books and the like which include or refer to such study results, and shall submit one (1) copy of such publication with the prescribed notification.

11. Patent and the Like

In case where any patent or utility model is applied for invention or contrivance pertaining to the results from the use of facility of Analytical Center, the patent application number and the like shall be reported to the Responsible Person upon publication.

12. Accident and the Like

In the event of any accident and disaster, the principal investigator shall handle the situation at his/her responsibility and shall promptly notify the Responsible Person accordingly.

13. Suspension of Use

In case where any provision of this pledge is not observed, any false entry is found in a document submitted to the steering committee of Analytical Center, Graduate School of Science, Osaka City University, or the steering committee of Analytical Center, Graduate School of Science, Osaka City University considers that the operation of facilities of Analytical Center may be interrupted, the user shall follow instructions such as suspension of use given by the steering committee.

14. Compensation Liability

Should the user give any damage to the facility of Analytical Center and its associated facilities, equipment and goods due to intentional act or gross negligence, the user shall be liable for compensation for any or all of such damage.

15. Dispute Settlement

In the event of any doubt or dispute arising from the pledge hereof, the parties hereto shall make efforts to resolve through mutual consultation or it shall be settled in accordance with the laws of Japan by the district court in the area where the facility of Analytical Center, Graduate School of Science, Osaka City University is located.

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(Month)___(Day)___, (Year)_____

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To use the facility of Analytical Center, Graduate School of Science, Osaka City University during the period of such use [from the date of pledge till (Month)___(Day)___, (Year)____,] I, the undermentioned, hereby pledge to acknowledge and to honor the abovementioned provisions in good faith.

Name of institute of the user: ____

(Location: ____)

Name of principal investigator:______________________________ SEAL

(Affiliation/job title: ____)

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I, the undermentioned, hereby approve the application by the abovementioned principal investigator for the use of facility and pledge to honor the particulars of the abovementioned pledge.

(Manager of applicant/job title:_______________________________________)

Name of manager of applicant: ______________________________ SEAL

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