

**MEMORANDUM ON COLLABORATIVE ACCESS TO
FACILITIES BETWEEN
Institute for Solid State Physics, THE UNIVERSITY OF TOKYO
AND
Australian Nuclear Science and Technology Organisation**

Institute for Solid State Physics (ISSP), the University of Tokyo (Japan) and Australian Nuclear Science and Technology Organisation (ANSTO) (Australia) (hereinafter referred to as the “parties”), on the basis of the Agreement on Academic Exchange concluded between The University of Tokyo and ANSTO and dated 1 / 10 / 2014 (hereinafter referred to as the “Agreement”), in order to agree on specific programs of collaborative access to facilities between the parties as defined in the Agreement, hereby agree to the following.

Article 1. ANSTO will provide agreed facilities at the Bragg Institute for collaborative non-proprietary research that is intended for publication in the open refereed literature. ANSTO will work with ISSP to determine how the beam time can be shared across the suite of neutron beam instruments, taking into account competing beam time commitments on a merit basis. ANSTO will use its best endeavours to limit any inconvenience to researchers under the ISSP General User Program on Neutron Scattering (hereinafter referred to as the “researchers”) associated with unavailability of the neutron beam due to factors beyond ANSTO’s control.

Article 2. Any intellectual property right considerations will be negotiated between the parties, on a case-by-case basis, prior to each project or experiment commencing.

Article 3. ISSP will pay its share of the charge for the use of ANSTO facilities. The details of the payment are described in the Attachment.

Article 4. ISSP will ensure that the use of ANSTO’s facilities, and associated collaboration with ANSTO staff, will be appropriately acknowledged in any resultant publications in the normal way as outlined on the Bragg Institute’s web pages.

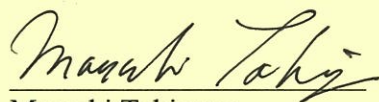
Article 5. ISSP will ensure that any of the researchers utilising beam time at the Bragg Institute will comply with all usual ANSTO directions and policies for working at ANSTO (including safety directions). ISSP will also ensure that the researchers are appropriately covered by worker’s compensation and such other insurances as are usual or necessary to obtain valid entry visas into Australia.

Article 6. This Memorandum will come into effect on the date of signing and will terminate when the research reactor JRR-3, Japan Atomic Energy Agency (JAEA) resumes user operations or after a period of five years, whichever comes first. If the parties wish to extend the term of this Memorandum beyond the termination date, then both ISSP and ANSTO agree to enter into discussions at least one year prior to the commencement of the proposed extension. Either party may terminate the Memorandum during its term by giving three months advance written notice to the other party.

Article 7. This Memorandum is created in duplicate in English, each of those duplicates being deemed original. In the case of any inconsistency between the provisions of this Memorandum and the Agreement, the provisions of the Agreement shall take precedence.

The parties hereby establish this Memorandum by duly signing it, as of the respective dates below.

The University of Tokyo
Institute for Solid State Physics
(ISSP)



Masashi Takigawa
Director

1 / 10 / 2014

Australian Nuclear Science and
Technology Organisation
(ANSTO)



Greg Storr
Group Executive

2 / 10 / 2014