

SPECIFIC MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA
AND
THE JAPAN ATOMIC ENERGY RESEARCH INSTITUTE
ON COOPERATION IN THE FIELD OF
SYNCHROTRON RADIATION RESEARCH

The Department of Energy of the United States of America (hereinafter referred to as "DOE") and the Japan Atomic Energy Research Institute (hereinafter referred to as "JAERI") (hereinafter jointly referred to as the "Parties");

Noting that the Parties have agreed to institute long-term cooperation in the field of nuclear research and development under the Agreement between the Department of Energy of the United States of America and the Japan Atomic Energy Research Institute in the Field of Nuclear Research and Development, which entered into force on July 17, 1995 (hereinafter referred to as the "Nuclear R&D Agreement"); and

Desiring to cooperate in the field of synchrotron radiation research using the Advanced Photon Source (hereinafter referred to as "APS") at Argonne National Laboratory (hereinafter referred to as "ANL") and the Super Photon Ring 8 GeV (hereinafter referred to as "SPRing-8") as the photon sources, under a Specific Memorandum of Agreement (hereinafter referred to as a "Specific Memorandum"), in accordance with Articles 3 and 5 of the Nuclear R&D Agreement, as agreed and recorded in the minutes of the third Joint Coordinating Committee held on October 5, 1999;

Have agreed as follows:

ARTICLE I
OBJECTIVE

- A. The objective of this Specific Memorandum is to foster research and development of synchrotron radiation by using the APS and SPRing-8 facilities.
- B. This Specific Memorandum is subject to and governed by the Nuclear R&D Agreement.

ARTICLE II
TECHNICAL SCOPE

- A. Synchrotron radiation experiments using the APS and SPring-8 facilities (hereinafter referred to as the "joint project") shall be performed in co-operation between the Parties. The joint project includes the following experiments mainly in the field of materials science:
- (1) X-ray scattering on strongly correlated materials
 - (2) Structure analysis at extreme conditions
 - (3) Surface and interface structure analysis
 - (4) Radiation physics
 - (5) R&D at the third generation sources
 - (6) other related experiments agreed to by the Parties.
- B. The joint project covers exchange of information and personnel, which are required for its implementation.
- C. Meetings and workshops shall be organized by the Parties to exchange information and discuss the execution of the joint project.

ARTICLE III
MANAGEMENT

- A. A Joint Working Group (JWG), composed of an equal number of officials from each Party, shall be established for the detailed management, including technical progress reviews and discussions of future activities, of the cooperation under this Specific Memorandum. Each party shall designate one official to serve as "Coordinator" to facilitate communications between the Parties.
- B. The JWG shall make its own decisions on ways and means to fulfill its functions as described in paragraphs 3 and 4 of Article 4 of the Nuclear R&D Agreement or agreed by the Joint Coordinating Committee.
- C. As appropriate, the Parties may invite representatives of relevant government agencies, research centers and other institutions in their respective countries to participate in the JWG meetings and other events conducted by the Parties under this Specific Memorandum.

ARTICLE IV
FINANCE

Financial arrangements under this Specific Memorandum shall be in accordance with Article 10 of the Nuclear R & D Agreement.

ARTICLE V
EXCHANGE OF PERSONNEL

Each Party may assign its staff to the other party. Such exchange of personnel shall be in accordance with Article 9 of the Nuclear R&D Agreement and other personnel assignment agreements between the DOE implementing organization and JAERI as may be deemed necessary by either party.

ARTICLE VI
COLLABORATIVE PARTIES

JAERI may invite RIKEN (The Institute of Physical and Chemical Research) and the Japan Synchrotron Radiation Research Institute (JASRI) as its collaborative parties to participate in the activities under this Specific Memorandum. Such organizations (hereinafter referred to as "Collaborative Parties") shall be informed of the terms and conditions of this Specific Memorandum and shall agree to comply with such terms and conditions. JAERI shall be responsible for the activities undertaken by its Collaborative Parties under this Specific Memorandum.

ARTICLE VII
INFORMATION USE AND DISCLOSURE

Information use and disclosure under this Specific Memorandum shall be in accordance with Article 6 of the Nuclear R & D Agreement.

ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS

The treatment of intellectual property rights under this Specific Memorandum shall be in accordance with Article 7 of the Nuclear R & D Agreement.

ARTICLE IX
GENERAL PROVISIONS

- A. Any questions or disputes of interpretation or implementation relating to this Specific Memorandum arising during its term shall be resolved by agreement of the Parties according to Article 10 of the Nuclear R&D Agreement.

- B. This Specific Memorandum is without prejudice to other agreements or arrangements which exist or could be concluded between Japan and the United States of America. The provisions of this Specific Memorandum shall not affect the rights or duties of the Parties specified under other agreements or arrangements and shall not preclude the Parties from engaging in activities with other governments or persons, except that industrial property of a business-confidential nature shall have limited dissemination as set forth in Article 7 of the Nuclear R&D Agreement.

ARTICLE X
DURATION

- A. This Specific Memorandum shall enter into force upon signature, shall continue for a five (5) year period, unless earlier terminated by one of the Parties, and may be extended or amended by written agreement of the Parties, provided that the Nuclear R&D Agreement remains in force.

- B. This Specific Memorandum may be terminated at any time at the discretion of either Party, upon sixty (60) days advance notification in writing by the Party seeking to terminate this Specific Memorandum. Such termination shall be without prejudice to the rights which may have accrued under this Specific Memorandum to either Party up to the date of termination.

IN WITNESS WHEREOF, the undersigned, duly authorized, have signed this Agreement.

FOR THE DEPARTMENT OF ENERGY
OF THE UNITED STATES OF AMERICA:

FOR THE JAPAN ATOMIC ENERGY
RESEARCH INSTITUTE:

Signature: Iran L. Thomas

Signature: Yoshiaki Kato

Name Iran L. Thomas
Deputy Associate Director
Office of Basic Energy Science
Title: Office of Science

Name Yoshiaki Kato
Executive Director
Director General
Title: Kansai Research Establishment

Date: August 19, 2002

Date: September 2, 2002