

## Regulations for Consignment Testing (Terms and Conditions for Overseas Organisations)

24<sup>th</sup> September 2015 (Rev 1.3)

### 1. Scope

This document stipulates the regulations of a consignment experiment and research (hereafter referred to as the “Testing”) performed using facilities of the Centre for Nanosatellite Testing (hereinafter referred to as “CENT”) in the Kyushu Institute of Technology (hereinafter referred to as the “University”) to conduct the Testing, which includes experiments, measurements and analysis. These regulations are stipulated in accordance with the provisions of Article 20 of CENT’s policy rules (the policy rules of Kyushu Institute of Technology, Article 84). Acceptance of these terms and conditions constitutes this agreement made in Japan and is subject to the laws of Japan between the consignment and CENT.

### 2. Procedure

- (A) The Testing is requested by submitting the attached application form -i.e. Application Form 1.
- (B) The acceptance of the application will be notified to the consigner from the director.
- (C) Results from the Testing (hereafter referred to as the “Results”) will be delivered to the consigner through procedures established by the director.
- (\*) For more detail, please find “Utilisation Guidance of the Centre for Nanosatellite Testing”.

### 3. Conditions of the Testing (Liability)

The conditions of the Testing are as follows:

3.1 CENT shall not be responsible for any loss, damages, costs or expenses caused by the following reasons, which may be incurred by the consigner:

- (A) terminating uncompleted Testing for reasons outside CENT's control;
- (B) when submitted satellite/components/materials by the consigner (hereafter referred to as the “Sample”) is/are damaged;
- (C) the loss, damage(s), cost(s) or expenses is/are attributable to external operator(s) who is/are described in the paragraph 3.4;
- (D) when the Sample is different from the description in application form 1.

#### 3.2 Logistics

The consigner shall be responsible for transferring the Sample to/from CENT. When

exporting the Sample and/or Results, the consigner should comply with the applicable export control laws and regulations and follow the procedures required by such laws and regulations.

3.3 The director of CENT (hereafter referred to as the “Director”) has the right to decline and/or terminate the testing in the case that one (or more) of the Samples can be consigned and/or recognised as inappropriate for CENT.

3.4 The consigner can also operate equipment at CENT with appropriate University staff present by submitting the application form 2 and adhering rigidly to the rules written in the application form 2. In this case, the consigner must be approved by the Director for handling the equipment.

3.5 The University makes no guarantees regarding the results of testing.

3.6 CENT does not assume any liability for the infringement of any patent or copyright held by third parties.

3.7 The consigner is requested not to use the Sample and/or the Results (and any technical information furnished, if any) for the development and/or manufacture of any weapon of mass destruction or for other military purposes. The consigner is also requested to not make the Results available to any third party who may use the Sample and/or the Results for such prohibited purposes.

#### **4. Confidentiality and Ownership of the Results**

4.1 The definition of the Results does not include any know-how and/or technologies developed for conducting the Testing by each party. The know-how and the technologies belong to the developer and/or his/her organisation, and shall not be shared by either party without the written consent of the other party.

4.2 Each party shall not publish the other party’s information such as end applications, parameters for Testing and results obtained from the Testing without the written consent of the other party.

4.3 The consigner shall strip any description that can identify the University directly or

indirectly from anything the consigner seeks to have published. If the consigner wishes to identify the University in any published material, then the consigner must receive consent in writing from the University.

4.4 The Results shall be shared by both parties. However, the ownership of the Results can be transferred exclusively to the consigner by paying the stated fee.

## **5. Expenses of Testing**

5.1 The equipment fees are listed in the attached table. However, some cost (i.e. supplies) incurred by the testing will be borne by CENT, as decided by the Director.

5.2 The payment for the testing shall be made upon an invoice from the University finance office.

5.3 The fee for the Testing is on a deferred payment basis, and the payment currency is Japanese Yen.