



Agreement on License to Use Data

[Data from the registration and classification of **[INSERT NAME OF SUBSTANCE]** under REACH and CLP]

The purpose of this Agreement on License to Use Data (“Agreement”) is to set out the terms and conditions on which the Precious Metals and Rhenium Consortium c/o European Precious Metals Federation a.i.s.b.l. (hereinafter “Consortium”), as the Consortium responsible for preparing the Registration Dossier for the for the substance: **[INSERT NAME OF SUBSTANCE]** (the “Substance”) on behalf of the concerned Lead Registrants and co-registrants, will grant to **[INSERT NAME OF COMPANY]** (the “Company”) a license to use some specified data and information in possession of the Consortium related to the Substance (the “License”).

By signature of this Agreement, the Company hereby agrees to the terms contained therein which shall become effective after (i) signature of the Agreement by the Consortium and (ii) the receipt by the Consortium of full payment by the Company of the License fee, (hereinafter referred to as the “Effective Date” of the Agreement).

The Consortium and the Company are hereinafter collectively referred to as the “Parties” or individually as the “Party”.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1 GRANT AND DELIVERABLES

- 1.1 Under the terms and conditions of this Agreement, the Consortium shall grant to the Company a License, which consist in a non-exclusive, non transferable license to use, and to refer to, the data specified in Annex 1 hereto, as submitted by the Consortium in support of the registration of the Substance under the REACH Regulation; such data are hereinafter collectively referred to as the “Data Set”.
- 1.2. The Consortium shall provide the Company with the Data Set as per Annex 1, under **[electronic/hard copy form/format SELECT ONE]** within **[INSERT NUMBER OF DAYS]** days as from the Effective Date.

2 PAYMENT of the LICENSE FEE

- 2.1 As compensation for the granting of the License, the Company shall pay to the Consortium the License fee, being a lump sum amount of **[INSERT AMOUNT]**
- 2.2 The Consortium shall issue an invoice for the License fee and the Company shall pay such License fee accordingly. The payment due hereunder shall be net payment.

3 The License to use the Data Set is subject to the following conditions and restrictions:

- 3.1 The License is solely granted in favour of the Company and is neither transferable nor assignable to any other entity or person, including any of the Company’s affiliates, business units or similar entities, without prior written consent of the Consortium.



- 3.2 The Company is not authorised to modify in whatsoever the Data Set. However, the Company may refer to or use only certain relevant parts of the Data Set, at its discretion.
- 3.3 In any case, the Company may not disclose to third party including any of the Company's affiliates the confidential and/or proprietary information received from the Consortium without the prior written consent of the Consortium. In particular, any disclosure that has the potential to result in public disclosure of the Data Set shall only be permissible after prior written notice to the Consortium, which shall be provided reasonable opportunity to challenge or oppose such disclosure before the relevant administration, governmental or judicial body.
The Company shall take all reasonable measures to protect the secrecy of and prevent disclosure or unauthorized use of the Data Set. The Company shall prevent the Data Set from falling into the public domain and protect the Data Set from falling into the possession of unauthorized third parties.
Such measures include, but shall not be limited to, at least the same degree of care that the Company uses to protect its own confidential information.
In the event of unauthorized disclosure, loss or theft of any documents embodying or embodied in the Data Set, the Company shall notify immediately the Consortium and shall cooperate fully with the requests of the Consortium in remedying the same.
Prior to the submission of all or part of the Data Set to any administrative, governmental or judicial body, or any competent authority relevant to the purpose for which this License is granted as described under Article 3.4, and whenever permissible under applicable laws and regulations, the Data Set submitted shall be marked as "confidential trade secret information".
- 3.4 The License is restricted to **[INSERT NAME OF REGULATION OR CONTEXT]** ("the Purpose"), in accordance with the use of the Data Set declared by the Company to the Consortium at the time of the Effective Date, or otherwise updated to the Consortium in accordance with Article 3.3.
- 3.5 Nothing in this Agreement shall require the Consortium to provide, or to file, any additional data other than those provided to ECHA (and/or to any other competent authority in the frame of REACH).

4 COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

- 4.1 This Agreement shall in no event be construed as granting, assigning or otherwise transferring to the Company any property rights whatsoever (including -but not limited to- intellectual property rights) of the Data Set or the REACH Registration Dossier (or any part of it).
- 4.2 The Company acknowledges that any and all copyright and other intellectual property rights subsisting in or used in connection with the Data Set or the REACH Registration Dossier are and shall remain the property of the Consortium (or its licensor), and the Company shall not during or after expiry or termination of this Agreement in any way question or dispute the ownership thereof by the Consortium (or its licensor).
- 4.3 The Company acknowledges that such copyright and other intellectual property rights belonging to the Consortium (or in its legitimate possession) may only be used by the Company in accordance with this Agreement.



5 LIMITATION OF LIABILITY

- 5.1 To the maximum extent permitted by law, the Consortium hereby excludes all liabilities arising in contract or otherwise for any direct loss or damage sustained by the Company, other than liabilities attributable to the gross negligence or willful misconduct of the Consortium.
- 5.2 To the maximum extent permitted by law, the Consortium hereby excludes all liability arising in contract or otherwise for any indirect or consequential loss or damage sustained by the Company.
- 5.3 To the maximum extent permitted by law, the Consortium hereby excludes all liability for, and the Company shall indemnify the Consortium against and hold harmless from, all liabilities and claims (including reasonable legal fees and expenses in defending against such liabilities and claims) howsoever arising against the Consortium in connection with the content of the Data Set and/or any use thereof made by the Company.

6 TERMINATION

- 6.1 The Agreement shall remain in full effect until the Data Set is no longer protected and may be used without restrictions under the applicable law.
- 6.2 The Agreement may be terminated by the Consortium if the Company does not fulfill its obligations under the Agreement, provided that the Company does not remedy the situation within fifteen (15) calendar days following the date of a written notice given by the Consortium.
- 6.3 Upon termination of the Agreement, the Company shall immediately discontinue the use of the Data Set.

7 AMENDMENTS

No amendments to, changes or modifications to this Agreement may be made except in writing signed by a duly authorized representative of each of the Parties.

8 GOVERNING LAW AND DISPUTES

- 8.1 Any and all disputes, controversies or claims which may arise between the Parties in connection with any provision of this Agreement shall be settled by an amicable effort on the part of the Parties. An attempt to arrive at a settlement shall be deemed to have failed as soon as one of the Parties so notifies the other in writing. If an attempt at settlement has failed, the Parties will submit the dispute, controversy or claim to the exclusive jurisdiction of the Belgian Courts.
- 8.2 This Agreement shall be governed exclusively by Belgian law, without regard to its conflict of law rules.

Each undersigned Party shall execute two (2) signature pages, retain one for its file and communicate the other to the other Party.



Made in Brussels, on

Signature

The Consortium's representative:

Signature

Authorized Signatory Name on behalf of the Company:

Company Name:



Annex 1 - Data Set

No	Information provided
1.	
2.	
3.	.
4.	
5.	
all under [electronic/hard copy form/format SELECT ONE]	