



Application for Access to Data of LOA vzw (‘Letter of Access’)

A. Purpose

This agreement sets forth the terms and conditions for data sharing and cost sharing in relation to data regarding substances covered by the Lower Olefins and Aromatics Reach Consortium (LOA). Access to the data is provided by LOA vzw, a not-for-profit association under Belgian law. This agreement is referred hereinafter as “Letter of Access.”

The Letter of Access will give you the right to refer to proprietary data in the joint submission dossier, as it was submitted by the Lead Registrant within the Consortium, as a co-registrant. After you have agreed to this Letter of Access and paid the required fee to LOA vzw, LOA vzw will grant you access to the registration materials, token and joint submission name which will allow you to join the Joint Submission within REACH-IT.

Letters of Access are available to suppliers, importers and manufacturers that are based in the EU, or to manufacturers based outside the EU that have nominated an Only Representative. If you are an Only Representative, you are granted data access only for the specific non-EU manufacturer disclosed in connection with this Letter of Access, not for any other registrant.

Please note that if you are based in any of the following countries which are subject to economic sanctions, then you may not be eligible to purchase a Letter of Access

AFGHANISTAN, BALKANS, BOSNIA AND HERZEGOVINA, REPUBLIC OF BURUNDI, CHINA, CRIMEA, CUBA, DEMOCRATIC REPUBLIC OF CONGO, EGYPT, ERITREA, REPUBLIC OF GUINEA (CONAKRY), GUINEA-BISSAU, HAITI, IRAN, IRAQ, ISIL and AL-QAIDA, ISRAEL, IVORY COAST, DEMOCRATIC PEOPLE’S REPUBLIC OF KOREA (NORTH KOREA), LEBANON, LIBERIA, LIBYA, MALI, MOLDOVA, MYANMAR (BURMA), RUSSIAN FEDERATION, SAUDI ARABIA, SERBIA AND MONTENEGRO, SEVESTOPOL, SOMALIA, SOUTH SUDAN, SUDAN, SYRIA, TUNISIA, UKRAINE, YEMEN, YUGOSLAVIA, ZIMBABWE

If this applies to you, please contact the consortium administrator.

B. Process for Obtaining Data Access

Substance and Registration Details

1. Select the substance for which you intend to purchase a Letter of Access, and enter the CAS and EC number
2. Select the registration type from the drop-down box

Details of Legal Entity Making a Registration



-
1. Enter the details as instructed in the table
 - a. If you are an EU-based company that has not appointed an OR or TPR, then enter the details of the submitting legal entity.
 - b. If you are an Only Representative or Third Part Representative, then enter the address and contact details of your organisation.
 - c. Please enter the details of the company you represent (EU manufacturer or importer, or non-EU manufacturer) in the next section
 2. Sign the contract and record the date

Details of Entity Being Represented (OR/TPR Only)

1. Enter the details as instructed in the table
 - a. If you are an EU-based company that has not appointed an OR or TPR, then skip this section.
2. Get a representative from the entity being represented to sign the contract, and record a date

Once you have filled out the form, please return it to the consortium administrator at project.officer@loa-reach.com

LOA will return a countersigned copy of the form to the contact point detailed on the application form. The contact person will also receive, from LOA vzw, an invoice made out to the company detailed in the form for the cost of the Letter of Access.

Once your payment has cleared LOA vzw's bank account you will be issued with a Letter of Access and details of how to access the registration materials and registration token.

If you have any question at any time, please contact the manager at project.officer@loa-reach.com.



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Data Access and Joint Submission Group (“JSG”) Agreement

Article 0. Scope of Application

These terms and conditions (“Terms and Conditions”) apply to (i) all JSG Management Services (as defined below) provided by LOA VZW on behalf of the LOA REACH Consortium (as defined below, hereafter the “Consortium”), and (ii) all data access agreements entered into between LOA VZW (hereafter “LOA ASBL”) and any entity or person that seeks access to information, data and/or dossiers developed or controlled by LOA ASBL for the Consortium or its members for purposes of registering the substances covered by the Consortium pursuant to REACH (the “Joint Registration Dossier”), provided, however, that:

- Articles III, V, VI, and VIII apply only to JSG Management Services; and
- Articles VII and IX apply only to data access and are confirmed by the Co-Registrant through submission of the Form.

These terms and conditions are binding and cannot be varied by any offer, requirement, or other terms and conditions, unless explicitly accepted in writing by LOA ASBL. Data access is granted only to the specific legal entities listed on the Form, and the Joint Registration Compensation is due by each legal entity seeking data access.

Any Co-Registrant that accepts or benefits from any JSG Management Service or enters into a data access agreement with LOA ASBL, or has otherwise accepted these Terms and Conditions acknowledges that, in respect of JSG management, LOA ASBL and the Consortium can be held liable only in case of gross negligence or willful misconduct.

Any entity or person seeking data access from LOA ASBL accepts the Joint Registration Dossier “as is” and acknowledges that it alone is responsible for ensuring compliance with REACH and any applicable law and regulations. Neither LOA ASBL, nor the Consortium, its members or the Lead Registrant accept any liability in relation to the Joint Registration Dossier except in case gross negligence or willful misconduct by LOA ASBL has been proven.

These Terms and Conditions shall form an integral part of the agreement between the Parties (as defined below). The purposes of these Terms and Conditions are (1) to confirm and agree the JSG operating rules (Title I), (2) to agree the terms and conditions (including, but not limited to, limitations) governing Co-Registrants’ rights to participate in the joint submission of data through the Joint Registration Dossier, to use the (robust) study summaries, and to refer to the relevant full study reports in the Joint Registration Dossier to be submitted by the Lead Member, and (3) agree rules, rights and obligations regarding these and certain other matters as stipulated herein.

Article I. Definitions.



Terms written in capital letters are defined in this Article 1 or in other parts of this Agreement. To the extent not otherwise defined in this Agreement, any definition specified in REACH, in particular in Article 3, shall apply to this Agreement:

Access Right: The limited non-exclusive, non-transferable and terminable right granted by LOA ASBL to the Co-Registrant pursuant to Article VII.2.

Affiliate: Any legal entity controlling, controlled by, or under common control with, either directly or indirectly, a person. For these purposes, “control” shall refer to: (i) the possession, directly or indirectly, of the power to direct the management or policies of a person, whether through the ownership of voting rights, by contract or otherwise; or (ii) the ownership, directly or indirectly, of 50 % or more of the voting rights or other ownership interest of a person.

Agency: The European Chemical Agency (“ECHA”).

Agreement: The Form completed and submitted by the Co-Registrant, and these Terms and Conditions.

Consortium: The Members of the Lower Olefins and Aromatics REACH Consortium, listed on the website at www.loa-reach.com, as may be amended from time to time.

Data Owner: Any entity holding authority to grant rights to use Information on the Substances for REACH registration purposes, including, but not limited to LOA ASBL, Members of the Consortium, and third parties.

Form: The form, either electronic or in any other form, made available by or on behalf of LOA ASBL and completed and submitted by Co-Registrant for purpose of seeking an Access Right from LOA ASBL.

Information: (i) studies, other scientific, statistical, or technical data, including but not limited to composition, characteristics, properties and processes and applications, and any information in any form included or referenced in, or relating to, the Joint Registration Dossier, and (ii) any updates and/or additional information that LOA ASBL may make available from time to time in relation to the Joint Registration Dossier and/or the Substance. Information shall include, without limitation, any and all data and/or studies:

a) Individually developed by LOA ASBL, the Consortium and/or one or more members of the Consortium or an affiliate of a member;

b) Collectively developed by the Consortium and/or LOA ASBL for which they have acquired valid title or right to use and grant data access to third parties; and

c) Acquired from Data Owner(s) for which LOA ASBL, the Consortium, or the Lead Registrant, as the case may be, have been granted valid rights to grant data access to third parties.



IT Platform: JSG and Consortium management platform, which is currently available at www.ActiveSteward.com, as it may be amended from time to time, including but not limited to, the REACH Substance Management Pages or similar information vehicles utilized by LOA ASBL. LOA ASBL may, at its discretion, replace the IT Platform by any other suitable platform or system; any such system is covered by the term 'IT Platform.'

Joint Registration Dossier: The data specified on the REACH Substance Management Page submitted to the Agency in order to register the Substances, pursuant to Article 11 (1), paragraph 2 and 4 or Article 19 (1), paragraph 2 and 4 REACH, as it may be updated from time to time at LOA ASBL's or the Consortium's (or any of its Member's) discretion.

Joint Registration Compensation: the fee set forth on the Form to be paid by the Co-Registrant pursuant to Article IX.1 and XI.1, and any further amounts that may be invoiced by LOA ASBL from time to time as additional costs (for management, updating, testing, etc.) are incurred or have been contracted for.

Joint Submission Group or 'JSG': all registrants of the Substance concerned, including, but not limited to, Co-Registrant.

JSG Management Services: Any services, including, but not limited to, services constituting or related to communications, substance identity checks, and data sharing, including, but not limited to, any services relating to the Substance, Joint Registration Dossier, and Information, provided by LOA ASBL to Co-Registrant and/or other registrants of the Substance in relation to activities pursuant to REACH.

Lead Registrant: A Registrant who is subject to the registration requirements under REACH appointed or contracted by the Consortium, pursuant to Section VI.1 hereof, which the Co-Registrant agree hereto to appoint as Lead Registrant as defined under Articles 11 (1) and 19 (1) REACH.

LOAT: LOA REACH Services Team, which is a group of service providers that has entered into a services agreement with the Consortium.

Party or Parties: The parties to this Agreement are:

(i) *LOA ASBL:* Lower Olefins & Aromatics VZW with registered office at Rue Royale 157, Bte 13, 1210 Brussels, Belgium.

(ii) *Co-Registrant:* The entity or person disclosed on the Form that (i) is an EU manufacturer, EU importer or non-EU manufacturer that appointed an only representative as disclosed in the Form, (ii) is not a Member of the Consortium, and (iii) seeks to register the Substance either directly or through the above mentioned only representative. If Co-Registrant appointed an only representative for the



Substance, Co-Registrant also represents and binds this only representative in respect of Articles II to V, Sections VI(1) to (3), Sections VII(1), (3) to (10) and (12), and Articles IX to XIV.

The Consortium and its members, and the Lead Registrant, are not parties to this Agreement, and are third party beneficiaries with respect to any rights they may be granted hereunder. The Consortium and its members, and the Lead Registrant, have accepted any and all rights they have hereunder as third party beneficiaries, and hereby notify the Parties of such acceptance, and Co-Registrant hereby acknowledges such acceptance and notification.

Purpose: Registration of the Substance in accordance with the REACH Regulation.

REACH Substance Management Page: The part of the IT Platform that specifically addresses the Substance and Information relating to the Substance.

Registrants: The Lead Registrant, the Co-Registrant that is a Party to this Agreement, and other co-registrants of the Substance.

Substance: The chemical substance for which the Consortium prepares a Joint Registration Dossier and that the Co-Registrant seeks to register, as specified further on the pertinent REACH Substance Management Page and the Form.

1. [JSG OPERATING RULES](#)

[Article II. Confidentiality](#)

1. The Co-Registrant shall:

a) treat all Information as confidential and not disclose it to third parties, unless regulatory disclosure requirements apply. Co-Registrant shall advise immediately the other Party in writing of any disclosure or misuse by Co-Registrant or a third party of Information, as well as of any request by competent authorities relating to the disclosure of that Information.

Disclosure of Information as required for legal and/or regulatory purposes including REACH, shall be permitted only to the extent required by law and in a form (for example, short summaries where possible) reflecting the minimum information required to be disclosed.

b) use the Information only for the Purpose or otherwise as permitted under or in accordance with this Agreement.

c) disclose the Information to its employees, external experts, consultants and/or only representative disclosed on the Form, only on a need to know basis and only to the extent absolutely necessary for the Purpose or otherwise as permitted under and in accordance with this Agreement. The Co-Registrant shall have in place policies and



procedures to ensure the confidentiality of Information, and require that its external experts, consultants and only representative disclosed on the Form also have such policies and procedures in place to ensure their compliance with these confidentiality obligations.

2. The obligations specified in Section 1 above shall not apply to any specific part of the Information for which the Co-Registrant can reasonably demonstrate that such Information:

a) was known to it on a non-confidential basis prior to its disclosure pursuant to this Agreement;

b) is publicly known at the time of disclosure or thereafter becomes publicly known without breach of the terms of this Agreement on the part of the Co-Registrant;

c) becomes known to the Co-Registrant through disclosure by sources other than the disclosing Party, having a right to disclose such Information,

d) was independently developed by the Co-Registrant without access to the disclosing Party's Information, as evidenced by documentary records,

e) becomes subject to disclosure to governmental agency/ authorities with lawful authority to seek such Information.

3. Specific items of Information shall not fall within any exception merely because they are combined with more general Information falling within any exception. Likewise, any combination of specific items of Information shall not fall within any exception merely because the specific items fall within any exception, but only if the combination itself, and its principles of operation, fall within any exception.

Article III. Competition Law and Legal Compliance

1. The Parties acknowledge that any activities carried out under this Agreement have to be carried out in full compliance with EU competition law, in particular but not limited to Articles 101 and 102 EC Treaty as well as any other applicable EU and national laws, including, but not limited to, the REACH Regulation and anti-bribery and –corruption laws. The Parties explicitly agree to observe Cefic REACH Competition Law compliance guidance available on the CEFIC website and/or IT Platform.

2. Should it become apparent at any time that this Agreement, any provision of this Agreement, or any activity or decision of the Parties, can have a potentially restrictive effect on open and fair competition, in breach of any statutory provision, each Party to this Agreement shall take immediate steps to remedy that situation.

Article IV. Legal Entity

This Agreement or the cooperation contemplated herein shall not constitute or be deemed to constitute a legal entity or partnership between the Parties.



Article V. Regular report on the Joint Registration Dossier

1. LOA ASBL undertakes to inform the Co-Registrant regularly and as necessary on the updating of the Joint Registration Dossier.
2. In particular, in case the chemical safety report is included in the Joint Registration Dossier, LOA ASBL undertakes to inform the Co-Registrant on the list of uses covered in that chemical safety report, and any changes to such list, without undue delay.
3. The Co-Registrant shall check proactively and regularly all up-dated Information that is made available by LOA ASBL or the Lead Registrant on any updates of the Joint Registration Dossier or other matters.
4. The Parties agree that any communication within the JSG or with LOA ASBL may be conducted, at LOA ASBL's option, through the IT Platform or otherwise. Co-Registrant must promptly update any contact or other information previously communicated to LOA ASBL or the Consortium whenever changes occur.
5. The Co-Registrant acknowledges that the substance identity checks, data sharing procedures, decisions, and communications within the JSGs, and any and all other JSG Management Services for the Substances are and have been conducted in accordance with REACH, and approves the way the JSGs are and have been managed. The Co-Registrant herewith confirms its agreement to the decisions proposed by or on behalf of LOA ASBL or the Consortium, including, substance identity, appointment of Lead Registrant, chemical safety, and proposed classification and labeling. The Co-Registrant authorizes LOA ASBL, the Consortium, and the Lead Registrant to make decisions regarding the Substance(s) for the pertinent JSGs and Registrants in relation to the Joint Registration Dossier, any updates thereof, interactions and communications with the Agency, and any other action that relates to the subject matter hereof.

2. DATA SHARING AND JOINT SUBMISSION OF THE DOSSIER OBLIGATIONS OF LOA ASBL

Article VI. Substance Identity, Data Sharing, Lead Registrant

1. Subject to possible exceptions (at LOA ASBL's discretion), the current Lead Registrant for the Substance is a Member of the Consortium, an Affiliate of such a Member or an only representative appointed by such a Member. Pursuant to Articles 11 (1) or 19 (1) and 22 REACH, the Parties hereto agree that the Lead Registrant has the authority, also on behalf of the Co-Registrant, to submit (i) the Joint Registration Dossier for the Substance, and (ii) any updates thereof as required by or pursuant to REACH. The Joint Registration Dossier for the Substance and any updates thereto will be timely submitted by the Lead Registrant also on behalf of the Co-Registrant. The Co-Registrant acknowledges that the Consortium has a right to appoint another Member, or an Affiliate or only representative of a Member, as Lead Registrant for the Substance at any time.



If there is no LOA Member that holds an active registration of the Substance and is willing to serve as Lead Registrant, Co-Registrant agrees to consider seriously a request from LOA ASBL to serve as Lead Registrant for the Substance – in principle, a Registrant in the highest tonnage band for the Substance should serve as Lead Registrant. The Lead Registrant for the Substance, and any changes, will be published on the Consortium’s website at www.loa-reach.com, or through the IT Platform, REACH IT or any other means of communication used by LOA ASBL accessible to the Co-Registrant.

2. Notwithstanding anything to the contrary under this Agreement, each Party remains individually responsible for complying with REACH, in particular, but not limited to, in relation to the individual submission of the information required under Article 11(1) or Article 19 (1) REACH.

3. The participation in the Joint Registration Dossier may deviate per Co-Registrant according to its tonnage band or possible opt-outs from certain endpoints, subject to accurate and full disclosure to, and agreement of, LOA ASBL.

4. LOA ASBL shall ensure that the Lead Registrant open a joint submission object in REACH-IT.

5. LOA ASBL shall ensure that the Lead Registrant pay any fee required by REACH and invoiced by the Agency for (i) the submission of the Joint Registration Dossier, (ii) any updates thereof, and (iii) any other administrative acts or proceedings in relation thereto, without undue delay.

6. LOA ASBL shall make available the Joint Registration Dossier to the Co-Registrant, provided the Co-Registrant has fulfilled its obligations under this Agreement.

Article VII. Grant of right to access Joint Registration Dossier and to refer to the full study reports.

1. Co-Registrant acknowledges that it had the opportunity to review the Joint Registration Dossier (and any updates thereof, if any) prior to the signature of this Agreement for the purpose of assessing use of the Joint Registration Dossier (and any updates thereof, if any) for registration under the REACH Regulation. Co-Registrant herewith confirms that it has approved the Joint Registration Dossier (and any updates thereof, if any).

2. Subject to the conditions and limitations set forth in this Article and the letter of access issued to Co-Registrant, LOA ASBL grants the Co-Registrant the limited, non-exclusive, non-transferable and terminable right (“Access Right”):

a) to access the Joint Registration Dossier within the applicable tonnage band insofar as no opt-out has been claimed by the Co-Registrant;



b) if Part B of the Chemical Safety Report (“Part B”) is not submitted as joint submission by the LEAD Registrant, to submit Part B “as is”, or only with such changes as are both necessary and in compliance with the REACH Regulation, to the Agency in accordance with the REACH Regulation;

c) to include the extended Safety Data Sheet provided in the Joint Registration Dossier, in Co-Registrant’s own extended Safety Data Sheet for the sole purpose of complying with Articles 31 to 36 of the REACH Regulation; and

d) to refer to the full study reports on which basis the (robust) studies summaries have been developed.

Co-Registrant shall be responsible for securing any rights, legitimate possessions, or permissions to refer to the full study reports that are subject to a condition, limitation or exception, if any, as set forth in the letter of access issued by LOA ASBL with respect to the pertinent Substance, or as subsequently notified to Co-Registrant by LOA ASBL or the Lead Registrant.

3. The Access Right can be exercised only for the purpose of registration of the Substances in accordance with REACH. The Parties shall abstain from any other use, whether commercial or non-commercial. For the avoidance of doubt, any use of the studies other than as permitted by the Access Right shall be subject to an additional written agreement.

4. The Access Right is for the sole benefit of the Co-Registrant in its capacity of EU manufacturer, EU importer, or non-EU manufacturer registering through an only representative, as stated on the Form, to the exclusion of any affiliate, subsidiary, other legal entity, or other capacity of the Co-Registrant. No legal entity or person other than the Co-Registrant shall have Access Rights, except through a separate agreement between LOA ASBL and such entity or person, provided, however, that if Co-Registrant has appointed an only representative as disclosed on the Form, this only representative shall exercise the Access Right for the sole benefit of Co-Registrant.

5. The Access Right covers only registration of the Substance(s) in the applicable tonnage band and for the type of registration (intermediate or full substance registration) as stated in the Form. If the Co-Registrant intends to register in a higher tonnage band than indicated in the Form or submits a full substance registration instead of an intermediate registration, the Co-Registrant must enter into a separate agreement with LOA ASBL before doing so.

6. If the Joint Registration Dossier includes a chemical safety report, Co-Registrant acknowledges and agrees that the chemical safety assessment conducted by LOA ASBL to prepare this report has been explicitly limited to risks and hazards identified during the hazard assessment, and has not covered any other hazard or risk. If Part B is not submitted jointly by the Lead Registrant, as indicated on the REACH Substance Management Page, the Co-Registrant shall be responsible for submission of Part B to the Agency, if required, under its sole responsibility.



7. The Access Right shall become effective upon receipt by LOA ASBL of the Joint Registration Compensation.
8. The Access Right does not include the right to grant any rights to the Joint Registration Dossier, or any part thereof, and is personal and cannot be transferred to any other entity or person. The Access Right may be limited or subject to conditions, which must be stated explicitly in the letter of access issued, or otherwise properly notified, to Co-Registrant. Specifically, the Access Right may be limited by LOA ASBL's authority to grant access to the Co-Registrant concerned and by provisions of law (such as economic sanctions and export control laws) applying to certain Members of the Consortium (or their Affiliates) or to certain data, information, work product, technology, services, or other regulated items.
9. The Co-Registrant shall promptly notify LOA ASBL of any changes in the information provided in the Form. LOA ASBL shall have a right to investigate at any time the accuracy of the information provided by the Co-Registrant through the Form. The Co-Registrant shall promptly provide any relevant reasonable documentation or evidence requested by LOA ASBL.
10. The Co-Registrant shall comply with all of its obligations under this Agreement.
11. Within 14 days of receipt of the Co-Registrant's payment of the Joint Registration Compensation, LOA ASBL shall issue a letter of access.
12. In respect of any published studies referenced in the Joint Registration Dossier, the Access Right does not include any copyright licences and the Co-Registrant shall determine whether any copyright licenses shall be obtained and acquire such licenses as may be required.

Article VIII. Information on the Joint Registration Dossier

1. Provided the Co-Registrant has fulfilled its obligations under this Agreement, LOA ASBL shall inform the Co-Registrant of the joint submission object in REACH-IT and shall provide the valid security token number and the name of the joint submission.
2. LOA ASBL shall inform immediately the Co-Registrant of the submission of any updates to the Joint Registration Dossier to the Agency and, as necessary, provide documentation of the same.
3. If new registrations are made after December 2010, LOA ASBL shall communicate the confirmation that the joint registration has been successful and shall inform the Co-Registrant of the reception of the relevant registration number that has been obtained from the Agency without undue delay.

OBLIGATIONS OF THE CO-REGISTRANT

Article IX. Financial compensation for the Joint Registration Dossier



1. The Co-Registrant shall compensate in a fair, transparent and non-discriminatory way LOA ASBL for the Access Right through the payment of the Joint Registration Compensation and any further invoices that LOA ASBL may issue in accordance with this Agreement.
2. The Joint Registration Compensation is determined on the basis of a multi-criteria assessment taking into account all relevant interests and management and expert judgment, including data consistency, and comprising the following cost elements:
 - a) Administrative and technical expenses reasonably incurred by the Consortium and/or LOA ASBL including but not limited to, secretarial services, management, financial and legal services, analytical and technical work, testing, and costs of external experts, consultants, and laboratories.
 - b) Expenses to acquire rights to use existing studies from the Consortium and/or LOA ASBL and costs for studies jointly developed by the Consortium pursuant to Annexes VI to VIII of REACH.
 - c) Costs of studies to be conducted by LOA ASBL and costs for rights to use studies from Data Owners (including, but not limited to, studies on the Substance and studies for read-across), if LOA ASBL is authorized by Data Owners to grant an access right to Co-Registrant.
 - d) Reasonable costs associated with in-kind contributions made by personnel of the Consortium's members, including, but not limited to, services and resources provided by such members, based on their market value.
3. The Co-Registrant acknowledges that expenses referred to above are allocated equally, in a transparent, fair and nondiscriminatory way, to all Registrants that register the Substance. If the Substance is part of a category of substances, as defined in REACH, (i) LOA ASBL will attempt to minimize the total cost for the category as a whole, (ii) studies on an individual substance belonging to the category, will be deemed to support the category as a whole, and (iv) the costs incurred for all substances that are part of the Category will be added up and allocated on the basis of the rules adopted by LOA ASBL at its discretion.
4. Based on the above, LOA ASBL shall send an invoice to the Co-Registrant for the Joint Registration Compensation. The Co-Registrant will receive the valid security token number within 14 days from payment of the invoice. Payment is due by the Co-Registrant within 14 days after receipt of an invoice issued by LOA ASBL.
5. If testing pursuant to testing proposals approved by the Agency, an update of the Joint Registration Dossier or any other data, information, or action in respect of the Substance will be required by REACH or the Agency for the Substance, the Co-Registrant agrees that LOA ASBL, on behalf of the interested JSG members and the Registrants of the Substance, to the exclusion of any other person, has a right to carry out such tests, and to prepare and submit such update or data or take such action. The Co-Registrant shall finance its share of the



estimated or actual cost thereof, and agrees to pay the itemized invoice received from LOA ASBL within 14 days from receipt. In respect of testing, if the Co-Registrant has paid in full, LOA ASBL shall provide a copy of the final study report to Co-Registrant after it becomes available to LOA ASBL, and shall grant the Co-Registrant a non-transferable, non-exclusive, limited data access right to such study, subject to these Terms and Conditions. The Co-Registrant shall have no right to access, use, refer to, or otherwise benefit from any testing, update, submission of information, or action conducted by the Consortium or LOA ASBL unless Co-Registrant has paid the invoices received from LOA ASBL.

6. All payments due hereunder shall be net payments, i.e. free of any bank or transfer charges or similar charges and without deduction of any taxes, levies or other dues payable. If the Co-Registrant is required to withhold any tax or to make any other deduction from any such payments, then the said payments shall be increased to the extent necessary to ensure that, after making of the required deduction or withholding, LOA ASBL receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made (i.e. the grossed-up amount). If upon application of the beneficiary any withholding tax can be reduced, or refunded, or an exemption from withholding tax can be obtained, the Co-Registrant shall file on behalf of LOA ASBL for such reduction, refund or exemption. LOA ASBL shall render any assistance to Co-Registrant to obtain such withholding tax reduction, refund or exemption. The Co-Registrant shall be entitled to any refund of withholding taxes.

7. Indirect taxes, including but not limited to Value Added Tax (VAT), Goods and Service Tax (GST), service tax, business tax, as applicable pursuant to the relevant tax law, shall be borne by the Co-Registrant. However, the Co-Registrant is entitled to withhold any payment of indirect taxes unless LOA ASBL has provided the Co-Registrant with a sufficient invoice for purposes of indirect taxation.

OWNERSHIP OF INFORMATION

Article X. Ownership of Information

1. This Agreement does not grant any ownership rights or change existing ownership rights to any of the Information provided under this Agreement to the Co-Registrant, on whatever form and whenever, by LOA ASBL, including without limitation, the Joint Registration Dossier.

2. Co-Registrant acknowledges that LOA VZW, if so authorized by the Data Owners, may assert and defend any and all rights in the Information on behalf of the Data Owners, including both data exclusivity rights and data protection under the REACH Regulation, and any other rights under applicable law relating to the Information.



3. Neither this Agreement nor any disclosure of Information shall vest any present or future rights in any patents, trade secrets or property rights, and no license is granted other than the Access Right.

FINAL PROVISIONS

Article XI. Further Activities and Cost-Sharing

1. Co-Registrant acknowledges that following the submission of the Joint Registration Dossier, and also after the data exclusivity period of 12 years specified in Recital 52 and Article 25(3) of the REACH Regulation, LOA ASBL has incurred, and will continue to incur, expenses associated with (i) JSG management, (ii) responding to queries from the Agency and/or other authorities and/or third parties, and related communications, (iii) complying with requirements imposed by the Agency and/or other authorities, (iii) testing, including, but not limited to, testing required by the Agency and/or other authorities, (iv) literature searches, other research, and analysis, (v) updating of Information, and (vi) other activities relating to the Substance and/or the Joint Registration Dossier. Any and all such expenses shall be included in the Joint Registration Compensation, and invoiced to Co-Registrant by LOA ASBL VZW from time to time. Co-Registrant shall pay any such invoices promptly, as required by Article IX.

2. The provisions of Article VIII shall apply, mutatis mutandis, to cost sharing in relation to the activities covered by the preceding section.

3. At the Co-Registrant's request, LOA VZW shall provide an explanation of the methodology used to compute the Joint Registration Compensation. The Co-Registrant acknowledges and accepts that LOA ASBL (i) has not itemized the data and costs that have been taken into account in setting the Joint Compensation Registration, (ii) has not operated a cost-sharing model, nor a reimbursement mechanism, based on itemisation and justification of the costs incurred and the number of registrants of the Substance, but instead has applied the model described in Article IX.2 hereof, until 31 December 2018, (iii) will apply a cost-sharing model that may or may not include a reimbursement mechanism as of 1 January 2019, and (iv) in recognition of the contributions made to the Consortium's work, affiliates of Consortium members shall have data access free of charge, and shall be disregarded for purposes of cost-sharing. The Parties agree that LOA ASBL, if it issues any additional invoices after the initial invoice for the Joint Registration Compensation, shall provide an explanation for the cost invoiced and a breakdown based on the cost categories set forth in Article IX.2 hereof. The Non- Lead Member shall have no rights other than as stipulated in this Agreement; specifically, the Non- Lead Member shall have no right to information, participation, consultation, consent, approval, or audit, other than as set forth in this Agreement.

Article XII. Limitation of liability

1. The Parties shall perform their obligations hereunder in good faith and in accordance with all applicable laws and regulations.



2. Each Party having submitted a study which has been used in the Joint Registration Dossier represents to the others that (i) it is the rightful owner of the study(ies) and free to grant rights therein, (ii) to the knowledge of this Party, these studies do not infringe on the rights, in particular, but without limitation, intellectual property rights, of any third party and (iii) this Party has not received a claim or notice of any alleged infringement.

3. It is the sole and individual responsibility of Co-Registrant to critically assess the Joint Registration Dossier and the Information that is generated or made available hereunder. Each Party assumes the full responsibility for its own use of the Information so developed or received, including the submission of the Joint Submission Dossier or any part thereof to the Agency. LOA ASBL makes no representation or warranty, either express or implied, that (i) the Joint Registration Dossier or any part thereof is fit for the purpose of registering the Substance, and/or (ii) the Information is accurate, reliable, and/or complete. No warranty for acceptance by the Agency of the Joint Registration Dossier or any data it contains is given. The Co-Registrant is solely responsible for determining whether any or all data and/or Information included or referenced in the Dossier are suitable for registration of the Substance.

4. Neither the Parties, nor the Consortium, its members or the Lead Registrant, shall be liable or held liable for any direct, indirect or consequential loss or damage incurred by any Party in connection with the activities contemplated in this Agreement any JSG Management Services rendered hereunder, or any Information made available hereunder, unless caused by gross negligence or willful misconduct. LOA ASBL, the Consortium, its members, and the Lead Registrant, shall not be held responsible and liable with respect to any testing, other activity, Information included in the Joint Registration Dossier, or for delays in the completion and submission of Information included in the Joint Registration Dossier, or any updates thereof, unless caused by gross negligence or willful misconduct.

Article XIII. Term and Termination

1. The obligations imposed by this Agreement that are intended to apply only to a specific point in time or a specific act, shall not be deemed to impose recurring or continuing obligations. All provisions of this Agreement relating to Access Rights shall be in force as long as and to the extent that LOA ASBL has the right to grant the Access Right. After 1 December 2022, all provisions of this Agreement shall continue to apply, except if LOA ASBL, the Consortium, and/or its Members, no longer hold any rights to the Information.

2. This Article and the provisions relating to the protection of confidentiality (Article II), ownership of Information (Article X), dispute resolution and applicable law (Article XV) and limitation of liability (Article XII) shall survive the termination of this Agreement. With regard to the studies only, the obligations specified in Article II of this Agreement shall survive for a period of twelve (12) years following the initial submission to the Agency. With regard to all other Information, the obligations specified in Article II shall survive termination of this Agreement and remain in force for a period of five years thereafter, or as long as the



Consortium, its Members, and/or LOA ASBL hold rights in the Information and the Joint Registration Dossier, whichever is later.

3. LOA ASBL may terminate this Agreement and the Co-Registrant's Access Right, in whole or in part, by written notification by email, through the IT Platform, or otherwise, to the Co-Registrant upon the occurrence of one of the following events:

- a) The Co-Registrant has not paid the Joint Registration Compensation (including, but not limited to, any amounts in addition to the initial Joint Registration Compensation, as invoiced by LOA ASBL from time to time) in full by the deadline as required by this Agreement;
- b) The Co-Registrant is in breach of any provision of this Agreement. If the breach can be remedied, LOA ASBL shall only have a right to terminate this Agreement if the Non- Lead Member has not cured any such breach within 14 days after written notice by LOA ASBL; or
- c) The Lead Registrant for the Substance is not or no longer a Member of the Consortium, or the Consortium has decided to discontinue its support of the Substance (for example, because no Member has an interest in the Substance), or the Consortium has given notice of termination of its agreement with LOA ASBL.

4. LOA VZW represents to the Co-Registrant that under an agreement with the Consortium or LOA VZW the Lead Registrant has the right to terminate its functions as lead registrant under the conditions that:

- a) it has attempted to find a replacement;
- b) it has proposed to its assignee or successor that it be bound by the obligations of the Lead Registrant under an agreement with the Consortium or LOA ASBL; and
- c) the Co-Registrant has been notified about the Lead Registrant's withdrawal.

5. In the event of partial termination of specific activities or services, the provisions relating to the other activities shall be separated and survive the termination of this Agreement and remain in effect until terminated.

6. Co-Registrant shall have a right to terminate this Agreement upon giving 6 months' prior notice if Co-Registrant has met all of its obligations under this Agreement. Such termination will become effective at the end of the calendar year in which the notice period expires. Upon such termination, Co-Registrant will lose any and all rights and licenses under this Agreement, and have no further obligations under it.



Article XIV. Assignment and Delegation, Amendments

1. LOA ASBL may assign its rights under this Agreement at any time upon publication on the website at www.loa-reach.com, through the IT Platform or any means of communication used by LOA ASBL that has been made accessible to the Co-Registrant. The Co-Registrant may assign its rights and delegate its obligations under this Agreement only after LOA ASBL has given its explicit prior written consent, provided, however, that the consent of LOA ASBL shall not be required in case the Non- Lead Member assigns, transfers or delegates all of its rights and obligations under this Agreement to any of its Affiliates or to a legal successor in ownership by sale, division, merger or consolidation of all or substantially the whole of the business relevant to the Substance referred to in this Agreement, subject to acceptance by such assignee of the terms of this Agreement, to be notified to LOA ASBL without undue delay.
2. LOA ASBL may delegate any or all of its obligations under this Agreement at any time to LOAT or another third party. If it does so, LOA ASBL shall publish a notice on the website at www.loa-reach.com, through the IT Platform or any means of communication used by LOA ASBL that has been made accessible to the Co-Registrant.
3. LOA may amend this Agreement and these Terms and Conditions at any time, if it gives at least 3 months prior written notice. Any such amendments will be binding on Co-Registrant, except if and to the extent Co-Registrant proves that any amendment conflicts with the mandatory provisions of the REACH Regulation or other applicable mandatory legislation that permits no deviation by agreement.

Article XV. Dispute Resolution and applicable law

1. Dispute Resolution. The Parties shall first attempt to settle amicably any dispute arising out of this Agreement. Any dispute that cannot be so settled shall be resolved by arbitration, ousting jurisdiction by ordinary courts, by a panel of three arbitrators. Each party to the dispute will nominate one arbitrator. These two arbitrators will then designate a third arbitrator who will also act as chairman. The arbitration decision shall be binding on the parties. The arbitration rules of CEPANI shall be applicable. The place of any hearing shall be Brussels and the language of the arbitration shall be English.

Each Party may at any time request from any competent judicial authority any interim or conservatory measure.

2. Applicable Law. This Agreement shall be governed by the laws of Belgium.
3. Invalidity. If at any time any provision of this Agreement is or becomes invalid or illegal in any respect, this shall have no effect on the validity of the remaining contractual provisions. The invalid provisions are to be replaced, backdated to the time of their becoming ineffective, by provisions which come closest to achieving their objective.



4. Headings. The headings, including the title headings, are included solely for the convenience of the Parties and shall not in any way influence the interpretation of the provisions of this Agreement.

Data Access and Registration Details

Substance and Registration Details

Substance Name			
Registration Type	CAS Number	EC Number	
Substance Pre-Registration Number			
Additional Notes			
Cost of Data Access:		Euros	

Legal Entity Requesting Data Access

Company Name	PO Number
Billing Address	
Line 1	
Line 2	
Line 3	
Postal Code	
Country	
Company VAT Registration Number	
Company REACH IT UUID	
Contact Name	
Contact Email Address	
<p>I accept the Terms and conditions of the LOA JSG Agreement attached to this form and agree to pay the amount indicated under "Cost of Data Access," above.</p>	
Signer Name	
Signer Job Title	
Signature	Date
For LOA vzw	
	Date
Martin Beck; Managing Director LOA vzw	

Details of Entity Being Represented (OR/TPR Only)

Company Name	
Address	
Line 1	
Line 2	
Line 3	
Postal Code	
Country	
Contact Name	
Contact Email Address	
Signer Job Title	
Signer Name	
Signature	Date
For LOA vzw	
Martin Beck; Manging Director LOA vzw	
Signature	Date