

LICENSE AGREEMENT (First Amendment, January 2008)

This License Agreement (the "Agreement") is made effective as of 1 January 2007 (the "Effective Date") by and between IMO A (the "Licensor") and _____(the "Licensee").

WHEREAS the Licensee is party to the REACH Consortium Agreement (the "Consortium Agreement");

WHEREAS, pursuant to the provisions of the Consortium Agreement, the Licensee can be provided with a license to use Data and/or Studies necessary for registration of Substances under regulation of the European Parliament and of the Council concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH");

WHEREAS, pursuant to the provisions of the Consortium Agreement, licenses are granted by the Licensor upon instruction of the Secretariat;

WHEREAS the Licensee requests a License for the Substances described in Attachment 1 hereto and the Consortium Committee agrees that the Licensor grants this license to the Licensee;

NOW, THEREFORE, for and in consideration of the premises and covenants herein contained, it is agreed as follows:

1. Definitions

For the purpose of the present Agreement, Data and/or Studies are defined as data and studies acquired, licensed, developed or contracted or obligated for by the Consortium pursuant to Section 10 of the Consortium Agreement. The definitions in this Agreement shall be the same as those set forth in the Consortium Agreement.

2. Grant

In consideration for the payment by the Licensee of the contributions due by the Licensee pursuant to the provisions of the Consortium Agreement, the Licensor hereby grants to the Licensee a non-exclusive, non-transferable License to use the Data and/or Studies related to all Substances set forth in Attachment 1 to the Consortium Agreement, in accordance with the provisions of this Agreement and of the Consortium Agreement.

The right to use the Data and/or Studies granted to the Licensee shall include the right to refer to any or all information from the Registration Dossier that shall be submitted in support of the Registration of the concerned Substance(s).

The Licensee as well as its Affiliates may also use the Data and/or Studies for compliance with laws and regulations in other non-EU jurisdictions provided that the confidentiality of the Data and/or Studies is guaranteed and in compliance with the NDA. Any disclosure of the Data and/or Studies for compliance with non-EU regulatory requirements that could result in public disclosure of the Data and/or Studies shall only be permissible after prior approval from the Steering Committee or the IMO Executive Committee.

For the avoidance of doubt, nothing in this Licence Agreement shall prevent an Individual Member from supplying Data and/or Studies in its possession or control to a Governmental Authority where required to do so by law or regulation and where refusing to do so would require the Individual Member to violate that law or regulation and subject the Individual Member to fines or other sanction by the Governmental Authority.

3. Term

This Agreement shall survive until the earlier of (i) such time as all the Data and/or Studies licensed hereunder becomes publicly known pursuant to Section 15 of the Consortium Agreement and made generally available without violation of this Agreement, or (ii) twelve (12) years from date of Registration.

4. Delivery

4.1 The Licensor shall make available the Data and/or Studies, and in particular the draft and Final Registration Dossier, in the form of “hard” copies.

4.2 Should the Licensor update, improve or amend the Data and/or Studies as well as the Registration Dossier during the period of this License it agrees to make available such updated, improved or amended Data and/or Studies to the Licensee free of charge. Any such updated, improved or amended Data and/or Studies supplied by the Licensor to the Licensee shall in all respects be subject to the terms and conditions of this Agreement and shall be deemed to form part of the Material.

5. Use of the Data and/or Studies

5.1 The Licensee shall only use the Data and/or Studies or refer to the draft and Final Registration Dossier for the use set out in Section 2 of the present Agreement and in the Consortium Agreement and for no other purpose.

5.2 The Licensee shall not (i) sell, hire, rent or otherwise deal with, part with possession of or disclose or distribute the Data and/or Studies and the draft and Final Registration Dossier or copies of any of them to any third party; (ii) permit the Data and/or Studies and the draft and Final Registration Dossier to be modified in any way except as specifically permitted under the terms of this Agreement or with the written agreement of the Licensor.

6. Copyright and other Intellectual Property Rights

6.1 The Licensee acknowledges that any and all copyright and other intellectual property rights subsisting in or used in connection with the Data and/or Studies or the Registration Dossier are and shall remain the legal possessions of the Licensor, and

the Licensee shall not during or after expiry or termination of this Agreement in any way question or dispute the legal possession thereof by the Licensor.

- 6.2 The Licensee acknowledges that such copyright and other rights held by to the Licensor may only be used by the Licensee with the consent of the Licensor and during continuation of this Agreement. Upon termination thereof the Licensee shall forthwith discontinue such use without any right of compensation for such discontinuation.

7. Liability and Indemnity

Except to the extent that by statute liability may not lawfully be excluded in an agreement of this nature and between the respective parties hereto, the Licensor shall not be liable in contract or otherwise for any direct, indirect or consequential loss or damage sustained by the Licensee by making use of the Data and/or Studies.

8. Termination

- 8.1 Notwithstanding any other provisions herein contained this Agreement shall automatically be terminated immediately upon the withdrawal and/or the expulsion of the Licensee from the Consortium for any reason whatsoever.

- 8.2 In the event of withdrawal and/or the expulsion of the Licensee, the Licensee shall have the right to retain the use of the “hard” copies of the Data and/or Studies it received pursuant to the provisions of the present Agreement prior to its termination, provided that it has paid the contributions due by this Licensee pursuant to the provisions of the Consortium Agreement with respect to the calendar year in which the termination occurs and for all previous years since the Licensee joined the Consortium. The use of such “hard” copies shall be subject to Sections 10, 11, 12, 13, 14 and 15 of the Consortium Agreement.

9. Indemnity

The Licensee acknowledges and agrees that any breach of this Agreement would cause immediate and irreparable injury to the Licensor, the Consortium and its Members. Should the Licensee violate any of the terms and conditions of this Agreement, the Licensor, acting on its own behalf and/or on behalf of the Consortium and of the Individual Members, shall be entitled, in addition to any other remedies that may be available, in law, in equity or otherwise, to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

10. Enforcement of Licensors Rights by Individual Members

Any other Individual Member of the Consortium shall have the right to enforce this Agreement against the Licensee, subject to prior approval by IMO.A.

11. Assignment

The Licensee shall not assign any of the rights and obligations under this Agreement nor sublicense the use (in whole or in part) of the Data and/or Studies, unless otherwise provided by this Agreement or the Consortium Agreement.

12. Waiver

Failure or neglect by the Licensor to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the Licensor's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Licensor's rights to take subsequent action.

13. Headings

The headings of the terms and conditions herein contained are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.

14. Severability

In the event that any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

15. Continuing Obligation

The termination of this Agreement (in whatever manner) shall not affect the operation of Sections 5, 6, 7, 8 and 9, hereof, which shall remain in full force and effect and termination of this Agreement shall not prejudice any rights or remedies accruing to either party at that time nor any obligations that remain to be performed at that time.

16. Amendments

No amendments to or changes or modifications of this Agreement may be made except in writing signed by authorized representatives of the parties.

17. Governing Law and Disputes

This Agreement shall be governed by, and all disputes arising under or in connection with this Agreement shall be resolved in accordance with, the laws of England and Wales.

18. Entire Agreement

18.1 This Agreement, together with the appropriate Schedule, contains the entire Agreement between the parties and supersedes any prior oral or written agreements, understandings, commitments or representations between the parties.

18.2 The Licensor shall not be liable to the Licensee for loss or damage arising from or in connection with any representations, agreements, statements or undertakings made prior to the date of this Agreement other than those expressly incorporated or referred to in this Agreement.

IN WITNESS WHEREOF, the undersigned hereby execute this Agreement as of the date first above mentioned by the signatures of their respective duly authorized officers or agents.

FOR: IMO

By: _____
(Signature)

(Name)

TITLE: _____

DATE: _____

FOR: _____
(Company Name)

By: _____
(Signature)

(Name)

TITLE: _____

DATE: _____