

Insert Date:

IMOA LoA Unique Reference Number:

Insert Company Name:

Dear Sirs

**Letter of Access Agreement for the registration of a specified Substance under REACH**

The purpose of this Letter Agreement is to set out the terms on which the International Molybdenum Association ("IMOA") on behalf of the Molybdenum REACH Consortium (the "**Consortium**") and the Lead Registrant(s) for the Substance(s) listed in Appendix 2 will grant access to the Registration Dossier to enable [ ] (the "**Company**") to participate in the joint submission of the Registration Dossier. By signature hereof the Company hereby agrees to the terms contained in this Letter Agreement which shall become effective on signature by IMOA, subject to receipt of full payment on a timely basis.

Please see Appendix 1 for a list of defined terms used in this Letter Agreement.

1. **GRANT AND DELIVERABLES**

1.1 In consideration for the payment made by the Company as set forth in paragraph 2 below, IMOA hereby agrees to grant to the Company the following:

- (a) an **Access Token** and the **Joint Submission Name** which shall enable the Company to participate in the joint submission of the Registration Dossier;
- (b) the **right to refer** to the Core Data in the Registration Dossier (including any updates) for the purpose of registration of the Substance pursuant to REACH;

- (c) access to the **Chemical Safety Report** for the Substance registered at or above 10 tonnes as submitted by the Lead Registrant and, if applicable, information on exposure scenarios;
  - (d) any other necessary information on **substance identification** for the registration of the Substance;
  - (e) to the extent prepared by the Consortium, information on **Guidance for Safe Use** and a copy of the **Safety Data Sheet**;
  - (f) agreed **Classification and Labelling**; and
  - (g) a full **List of Uses** for the Substance(s) to be covered by the registration.
- 1.2 Any rights or information provided under this Letter Agreement to the Company are granted solely in favour of the Company and are not transferable to any other entity or person without prior written consent of IMOA.
- 1.3 The Company's right to refer to the Registration Dossier and Information and/or Studies contained therein is solely for use in complying with REACH, and the Company is not authorised to use such information for any other purpose.
- 1.4 For the avoidance of doubt, this Letter Agreement does not give the Company the right to receive any copies of the Registration Dossier nor to inspect or view the Registration Dossier or any related specific document in whole or in part save as specifically required by REACH. Nothing in this paragraph shall prevent the Company from accessing or reviewing the documents that are published on the internet pursuant to Article 119 of REACH.
- 1.5 Nothing in this Letter Agreement shall require the Consortium or the Lead Registrant to provide or to file any additional data with the European Chemicals Agency and/or any other competent authority.
- 1.6 The Company shall only be entitled to participate in the joint submission of the Registration Dossier for the Tonnage Band specified in Appendix 2. Should the Company seek to rely on the Registration Dossier for a higher Tonnage Band, the Company shall first be required to pay such additional charges as are specified in paragraph 2.3 below.

- 1.7 The Company agrees with the classification and labelling of the Substance as stated in the Registration Dossier upon submission.

## 2. **PAYMENT**

- 2.1 The Company agrees to pay to IMO A for the benefit of the Consortium a payment of [REDACTED] which shall relate to the specific Substance and Tonnage Band set out in Appendix 2.
- 2.2 The Company shall not receive the Access Token nor be granted any of the rights referred to in paragraph 1.1 above, until full payment has been received by IMO A. All bank and other charges in connection with such payment shall be paid by the Company and the Company hereby acknowledges that failure to comply with this provision will result in a delay in provision of the Access Token and granting of the rights referred to in paragraph 1.1 above until such failure is rectified.
- 2.3 In the event that the Company requires an amendment to a Tonnage Band specified in Appendix 2, it shall notify IMO A of this fact and shall pay such additional fee as is specified by the Consortium based on the difference between the amount previously paid and the cost associated with the higher Tonnage Band.
- 2.4 The Company agrees to pay to IMO A for the benefit of the Consortium a pro rata share of the costs of any future updates that are required to be made to the Registration Dossier.

## 3. **CONFIDENTIALITY**

- 3.1 The Company shall not disclose the Access Token to any third party (including an affiliate of the Company).
- 3.2 In the event the Company receives or accesses any Studies and/or Information in accordance with this Letter Agreement, the Company shall take all reasonable measures to protect the secrecy of and prevent disclosure or unauthorised use of such Studies and/or Information. The Company shall prevent the Studies and/or Information from falling into the public domain and protect the Studies and/or Information from falling into the possession of unauthorised third parties. Such measures include, but shall not be

limited to, the highest degree of care that the Company uses to protect its own confidential information.

- 3.3 In the event of unauthorised disclosure, loss or theft of any documents, items of work in progress, or any work products embodying the Studies and/or Information, the Company shall notify immediately IMO A and shall cooperate fully with the requests of the Consortium in remedying the same.
- 3.4 The Company shall not be subject to the obligations of this paragraph 3 with respect to the Studies and/or Information which: (a) are or become known publicly through no wrongful act of the Company; (b) were already known to the Company at the time of disclosure hereunder as shown by prior written records; or (c) are learned by the Company from a third party under no obligation to the Consortium; or (d) are independently developed by an employee, agent, or consultant of the Company with no knowledge of disclosure hereunder; or (e) are approved for release by written authorisation of IMO A pursuant to the provisions of this Letter Agreement.

#### **4. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS**

- 4.1 The Company acknowledges that any and all copyright and other intellectual property rights subsisting in or used in connection with the Core Data, Studies, Information or the Registration Dossier are and shall remain the property of IMO A or its licensor, and the Company shall not during or after expiry or termination of this Letter Agreement in any way question or dispute the ownership thereof by IMO A or its licensor.
- 4.2 The Company acknowledges that such copyright and other intellectual property rights belonging to IMO A or in its legitimate possession may only be used by the Company in accordance with this Letter Agreement.

#### **5. LIMITATION OF LIABILITY**

- 5.1 To the maximum extent permitted by law, IMO A, the Consortium and the Consortium members hereby exclude all liability arising in contract or otherwise for any direct, indirect or consequential loss or damage sustained by the Company by exercising its rights under this Letter Agreement including the right to refer to the Studies and/or Information.

- 5.2 To the maximum extent permitted by law, the Lead Registrant, IMO A and the Consortium hereby exclude all liability for, and the Company shall indemnify the Lead Registrant, IMO A and 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 Lead Registrant in connection with: (a) the contents of any REACH registration document submitted on behalf of the Company; or (b) any import, sale, manufacture or use of the substances in the EEA; other than liabilities attributable to the gross negligence or wilful misconduct of the Lead Registrant or Consortium.

6. **CONSORTIUM MEMBERSHIP RIGHTS**

This Letter Agreement does not give any Consortium membership rights to the Company or give the Company any right to refer to the Consortium vis-à-vis third parties.

7. **AMENDMENTS**

No amendments to or changes or modifications of this Letter Agreement may be made except in writing signed by a duly authorised representative of each of the parties hereto.

8. **GOVERNING LAW AND DISPUTES**

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

8.2 The parties irrevocably agree that the courts of England shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Letter Agreement or its subject matter or formation (including non-contractual disputes or claims).

8.3 The Company agrees that relief by way of injunction is an appropriate remedy for any breach by it of the confidentiality provisions in paragraph 3 of this Letter Agreement.

**Yours faithfully**

.....

Tim Outteridge, Secretary General, IMOA

**Received and agreed the contents of this 9-page document,**

Signed: \_\_\_\_\_

Authorised Signatory Name on behalf of the Company: \_\_\_\_\_

Company Name: \_\_\_\_\_

## APPENDIX 1

### Defined Terms

**"Access Token"** means the token to be provided by IMO A to the Company under the terms of this Letter Agreement to enable access to the Company to participate in the joint submission of the Registration Dossier;

**"Joint Submission Name"** means the name of the Joint-Submission for the Substance within the REACH-IT system;

**"Core Data"** means data to be submitted jointly by registrants pursuant to REACH and which includes:

- (a) classification and labelling of the Substance(s);
- (b) summaries of information derived from the application of REACH Annexes VII to XI;
- (c) robust study summaries derived from the application of REACH Annexes VII to XI, if so required under REACH Annex I;
- (d) testing proposals where required by the application of REACH Annexes IX and X; and
- (e) guidance on safe use.

**"Information"** means Studies, other tests, data and any information in any form whatsoever held by the Consortium on the Substance. It also includes all study summaries, robust study summaries, statistics, information, data or conclusions that could be deduced from such Studies, other tests, data and information which might be written, oral or visual information;

**"Lead Registrant"** means the same as that stated in REACH Article 11(1);

**"REACH"** means Regulation EC 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals;

**"Registration Dossier"** means a technical dossier of a Substance which includes the Core Data;

**"Study"** means a report in written or electronic form on tests, or other examinations (including tests on vertebrate animals), which relate to intrinsic Substance properties or to the exposure assessment and risk characterization in the chemical safety report and as such, are of relevance for registration pursuant to REACH; this also includes study summaries and robust study summaries of the report(s);

**"Substance"** means a substance set out in Appendix 2;

**"Tonnage Band"** means the specified tonnage band of the Substance manufactured in or imported into the EU as set out in Appendix 2.

Any definition specified in Article 3 of REACH shall have the same meaning in this Letter Agreement.

SAMPLE

## IMOA Molybdenum Consortium Substance Portfolio for REACH

APPENDIX 2 TO THE IMOA LETTER OF ACCESS

EC Substance Name	Synonyms	Formula	EINECS No.	CAS	Reach Substance Type	Lead Registrant	Tonnage Band	Remark
1 Molybdenum Sulfide (MoS <sub>2</sub> ), roasted	Roasted Molybdenite Concentrate, tech oxide, moly oxide technical grade, molybdic oxide	MoS <sub>2</sub> is the formula of the main component. Complex compound sintered. See Substance Id document on Classification page of MoCon website.	289-178-0	86089-09-0	UVCB	Sadeci NV		
2 Molybdenum Trioxide	Molybdenum Trioxide (pure)	MoO <sub>3</sub>	215-204-7	1313-27-5	Mono-Constituent Substance	Climax Molybdenum BV		
3 Molybdenum	Molybdenum Metal	Mo	231-107-2	7439-98-7	Mono-Constituent Substance	Plansee Metall GmbH		
4 Disodium Molybdate	Sodium Molybdate, SoMo	Na <sub>2</sub> MoO <sub>4</sub> Na <sub>2</sub> MoO <sub>4</sub> ·2H <sub>2</sub> O	231-551-7 & 231-551-7	7631-95-0 & 10102-40-6	Mono-Constituent Substance	Climax Molybdenum BV		
5 Diammonium Dimolybdate	Ammonium Dimolybdate, ADM	(NH <sub>4</sub> ) <sub>2</sub> Mo <sub>2</sub> O <sub>7</sub>	248-517-2	27546-07-2	Mono-Constituent Substance	Climax Molybdenum BV		
6 Hexaammonium Heptamolybdate	Ammonium Heptamolybdate	(NH <sub>4</sub> ) <sub>6</sub> Mo <sub>7</sub> O <sub>24</sub> ·XH <sub>2</sub> O (NH <sub>4</sub> ) <sub>6</sub> Mo <sub>7</sub> O <sub>24</sub> ·4H <sub>2</sub> O	234-722-4 & 234-320-9	12027-67-7 & 12054-85-2	Mono-Constituent Substance	Climax Molybdenum BV		
7 Tetraammonium Hexamolybdate	Ammonium Octamolybdate	(NH <sub>4</sub> ) <sub>4</sub> Mo <sub>6</sub> O <sub>26</sub> ·5H <sub>2</sub> O	235-650-6	12411-64-2	Mono-Constituent Substance	Climax Molybdenum BV		
8 Slags, Ferromolybdenum	Ferromolybdenum Slags, FeMo Slags		282-217-2	84144-95-6	UVCB	Sadeci NV		
9 Molybdenum Dioxide	Mo Dioxide	MoO <sub>2</sub>	242-637-9	18868-43-4	Mono-Constituent Substance	Chemietal AG		
10 Calcium Molybdate	CaMo	CaMoO <sub>4</sub>	232-192-9	7789-82-4	Mono-Constituent Substance	3NPlus Belgium (formerly Sidech SA)		
11 Diiron Trimolybdenum Dodecaoxide	Iron Molybdate	Fe <sub>2</sub> Mo <sub>3</sub> O <sub>12</sub>	237-389-3	13769-81-8	Mono-Constituent Substance	Sud-Chemie Catalyst Italia srl		

HOW TO COMPLETE THIS TABLE:

INSERT THE REACH -REGISTRATION TONNAGE BAND (SEE BELOW) THAT YOU WILL REGISTER FOR THE SUBSTANCE .

YOU CAN SELET: BAND A: 1000 TONNES OR OVER

BAND B: 100 TO UNDER 1000 TONNES

BAND C: 10 TO UNDER 100 TONNES

BAND D: UNDER 10 TONNES

ENTER ONLY ONE SUBSTANCE BECAUSE THE LETTER OF ACCESS IS SPECIFIC TO ONE SUBSTANCE , NOT MULTIPLE SUBSTANCES.