

DO NOT DOWNLOAD/USE WHEN APPLYING FOR AN LOA. IMO A WILL E-MAIL YOU THIS COMPLETED AGREEMENT FOR YOUR SIGNATURE.

Date:

IMO A LoA Unique Reference Number: xxxxxxxx
(to be completed by IMO A)

Insert Company Name and Address:

Dear Sirs

Letter of Access Agreement for the registration of [insert substance and CAS/EC numbers] under KKDIK

The Molybdenum REACH Consortium (the "**Consortium**") has assisted in developing and compiling studies, various data and information on the Substance indicated above and listed in Appendix 2 to comply with the European Union Regulation No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("**REACH**") and Regulation No. 1272/2008 on Classification, Labelling and Packaging of Substances and Mixtures ("**CLP**").

The International Molybdenum Association ("**IMO A**") assists with the administrative support for the Consortium and, at the direction of the Consortium Secretariat, IMO A General Secretary has the right to grant licenses to third parties on behalf of MoCon members pursuant to the terms of the Risk Assessment to Reach Initiative Consortium Agreement executed on 1 January 2007 (as amended) ("**Consortium Agreement**").

Countries outside the EU are developing similar chemicals management legislation to REACH and/or CLP. In Turkiye such legislation is known as the Act on the Registration and Evaluation of Chemicals adopted on 23 June 2017 by the Turkish Ministry of Environment and Urbanization ("**KKDIK**").

In order to comply with KKDIK, [insert Lead Registrant name] will act as the lead company ("**Lead Registrant**") on behalf of the other companies obliged to register the Substance under KKDIK and will submit the registration dossier for the Substance (the "**Registration Dossier**"). Pursuant to the provisions of the Consortium Agreement, IMO A has granted a licence to allow the Lead Registrant to use the studies and information for the purpose of registering the substance under KKDIK.

The purpose of this Letter Agreement is to set out the terms on which IMO A on behalf of the Consortium and the Lead Registrant(s) for the Substance will grant [COMPANY NAME] (the "**Company**") the right to refer to the Registration Dossier and the information contained therein 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 IMO A, 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, IMO A hereby agrees to grant to the Company the following:

- (a) the **right to refer** to the Registration Dossier and information contained therein for the purpose of registration of the Substance pursuant to KKDIK;
- (b) the right to participate in the **KKDIK Joint Submission** of the Registration Dossier; and
- (c) information on **Guidance for Safe Use**, and a copy of the IMO A **Safety Data Sheet** template in the English language compiled to comply with EU REACH Regulation 878/2020.
- (d) If generated for the Registration Dossier, a copy of the Chemical Safety Report.

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 IMO A.

1.3 The Company's right to refer to the Registration Dossier and information contained therein is solely for use in complying with KKDIK, 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 entire 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 KKDIK.

1.5 Nothing in this Letter Agreement shall require the Consortium or the Lead Registrant to provide or file any additional data with the Turkish Ministry of Environment and Urbanization and/or any other competent authority.

1.6 The Company shall only be entitled to participate in the KKDIK 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 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 IMO A for the benefit of the Consortium a payment of EUR [insert amount] which shall relate to the specific Substance and Tonnage Band set out in Appendix 2.
- 2.2 The Company shall not 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 the 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 the Tonnage Band specified in Appendix 2, it shall notify IMO A of this fact and shall pay such additional fee as it 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 Should IMO A develop any further studies which may be required and appropriate to update the KKDIK Registration Dossier, the Company agrees to pay IMO A for the benefit of the Consortium a pro rata share of such future costs.

3. CONFIDENTIALITY

- 3.1 In the event the Company receives or accesses any Information used in connection with the preparation of the Registration Dossier, the Company shall take all reasonable measures to protect the secrecy of and prevent disclosure or unauthorised use of such Information. The Company shall prevent the Information from falling into the public domain and protect the 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.
- 3.2 In the event of unauthorised disclosure, loss or theft of any documents, items of work in progress, or any work products embodying the Information, the Company shall notify immediately IMO A and shall reasonably cooperate with the requests of IMO A and/or the Consortium in remedying the same.
- 3.3 The Company shall not be subject to the obligations of this paragraph 3 with respect to Information which:
 - (a) are or become known publicly through no wrongful act of the Company; or
 - (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 IMO A and/or 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 This Letter Agreement shall under no circumstances be construed as granting the Company any intellectual property rights whatsoever in the Registration Dossier or any information contained therein. The Company acknowledges that any and all copyright and other intellectual property rights subsisting in or used in connection with the Registration Dossier and information contained therein are and shall remain the property of 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 The Lead Registrant, IMO A and the Consortium do not provide any warranties regarding the quality of the Registration Dossier and information contained therein. To the maximum extent permitted by law, the Lead Registrant, 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 Registration Dossier.
- 5.2 To the maximum extent permitted by law, the Lead Registrant, IMO A, the Consortium and the Consortium members hereby exclude all liability for, and the Company shall indemnify the Lead Registrant, IMO A, the Consortium and the Consortium members 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 KKDIK registration document submitted by the Lead Registrant; or
 - (b) any import, sale, manufacture or use of the Substance in Turkiye,other than liabilities attributable to the gross negligence or wilful misconduct of the Lead Registrant, IMO A, or the Consortium.

6. INJUNCTIVE RELIEF

The parties acknowledge and agree that any breach of this Letter Agreement by the Company would cause immediate and irreparable injury to IMO A, the Consortium and the Consortium members. Should the Company violate any of the terms and conditions of this Letter Agreement, IMO A and/or the Consortium shall be entitled, in addition to any other remedies that may be available in law, in equity, or otherwise, to claim injunctive relief in any competent court against the threatened breach of this Letter

Agreement or the continuation of any such breach, without the necessity of proving actual damages.

7. TERM AND TERMINATION

7.1 This Letter Agreement shall remain in full force and effect until the parties have completed and settled all their obligations and contractual liabilities, including, without limitation, the expiration of possible disputes or lawsuits arising under this Letter Agreement.

7.2 This Letter Agreement may be terminated upon mutual agreement between the parties and recorded in writing by each of them.

7.3 This Letter Agreement may also be terminated by IMO A if:

- (a) the Company does not fulfil its obligations under paragraphs 2 and 3 above; or
- (b) the Company becomes subject to Sanctions,

where IMO A serves written notice of breach on the other and the breaching party does not remedy the situation within two weeks of the date that the notice is served.

7.4 Upon termination of this Letter Agreement, the Company shall immediately stop referring to the Registration Dossier and any information contained therein. All rights granted to the Company under paragraph 1.1 above shall immediately revert to IMO A.

8. 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.

9. SEVERABILITY

In the event that any of the terms, conditions or provisions of this Letter Agreement 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.

10. 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.

11. ASSIGNMENT

- 11.1 The Company shall not be entitled to assign, transfer, charge or deal in any way with the benefit of, or any of his or its rights under or interest in, this Letter Agreement without the prior written consent of IMO A.
- 11.2 IMO A may at any time assign, mortgage, charge, delegate, declare a trust over or deal in any other manner with the benefit or, or any of his or its rights under or interest in, this Letter Agreement.

12. GOVERNING LAW AND DISPUTES

- 12.1 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, excluding conflict of law rules.
- 12.2 Any and all disputes, controversies or claims which may arise between the parties in connection with the interpretation of any provision of this Letter Agreement, its validity or enforceability, or its breach or termination, or the performance or non-performance of any obligations of the Letter Agreement's terms and conditions 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.
- 12.3 If an attempt at settlement has failed, the parties will submit the dispute, controversy or claim to the exclusive jurisdiction of the English courts.
- 12.4 During the period of any court proceedings, the parties shall continue to perform their respective obligations under this Letter Agreement insofar as the circumstances will allow it but without prejudice to a final adjustment in accordance with the court decisions.

13. NOTICES

- 13.1 All notices, demands, payments, submissions and other communications required to be given under this Letter Agreement must be given in writing and shall be deemed to have been duly given and delivered one (1) business day after sending, if sent by email and two (2) business days after posting, if sent by registered post to the Parties at the following:

For IMO A and the Consortium: The Molybdenum Consortium Secretariat
International Molybdenum Association
454-458 Chiswick High Road, Chiswick
London W4 5TT
United Kingdom
Email: info@imoa.info

For Company: **[INSERT DETAILS]**

13.2 Each party hereto may give written notice of change of contact details and, after such notice has been received by the other party, any notice or request shall thereafter be given to such party at the changed address.

Yours faithfully

.....

Eva Model, Secretary General, IMO A

Date: _____

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

Signed: _____

Authorised Signatory Name on behalf of the Company: _____

Company Name: _____

DO NOT USE

APPENDIX 1

Defined terms

"**Information**" means studies (including tests on vertebrate animals), other tests, data and any information in any form whatsoever held by IMO A or 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 may be written, oral or visual information;

"**Joint Submission**" means the Joint Submission for the Substance within the KKS System;

"**KKS System**" means the chemicals registration system of KKDIK;

"**Sanctions**" means any economic or financial sanctions or trade embargoes implemented, administered or enforced by the United Nations Security Council, the European Union, Switzerland, the United Kingdom, the United States or other such Sanctions authority in a jurisdiction of relevance to this Letter Agreement;

"**Substance**" means the substance set out in Appendix 2; and

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

APPENDIX 2

EC Substance Name	[insert substance name]
Synonyms	[insert synonyms]
Formula	[insert formula]
EC No.	[insert EC number]
CAS	[insert CAS number]
Substance Type	Mono-Constituent Substance
Lead Registrant	[Insert Lead Registrant name]
Tonnage Band	[insert tonnage band]