

**APPENDIX III : AGREEMENT ON LETTER OF ACCESS
for the registration of ethanol under the REACH Regulation 1907/2006/EC**

The Ethanol REACH Association constituted for the registration of ethanol under the REACH Regulation 1907/2006/EC Hereinafter referred to as the “**Association**”
and

[**LEGAL ENTITY NAME**] with registered office located in [.....], having the following identification number [VAT in Europe for example];

Acting both in its own name and on its behalf, as well as in the name and on behalf of any legal entity which it could represent as „Only Representative“ or as „Third Party Representative“ in the sense of REACH Regulation,

Hereinafter referred to as the “**Legal entity**”

Represented by [.....], duly empowered for the purpose hereof;

The Association and the Legal entity being hereinafter collectively referred to as the “**Parties**” or individually as the “**Party**”.

AGREE AS FOLLOWS:

1. The Association shall grant a right to refer to the data, studies and summaries, waiving argumentations, reasoning of testing proposals and/or assessments, which are in the legal possession of the Association and submitted by the Lead Registrant in support of the registration under the REACH Regulation of ethanol, CAS number 64-17-5, EC number 200-578-6 (hereinafter collectively referred to as the “**Dossier**”) and shall provide the information detailed in Annex 1 to the Legal entity.

Annex 1 may be amended from time to time as agreed in writing and signed by the Parties.

2. Letter of access fee

The Legal entity shall pay a fee to the Association, based on the aggregated tonnage for ethanol the Legal entity produces or imports in the European Community. The fees for the various tonnage bands are listed below:

From 1-100 tonnes/year	420 euro + 250 euro handling fee*
From 100 –1000 tonnes/year	1400 euro + 250 euro handling fee*
Above 1000 tonnes/year	14000 euro + 250 euro handling fee*

*These fees are valid until the 1st of December 2018.

Following the signature of the present agreement, the Legal entity will be issued an invoice for the Letter of access fee by the Association’s secretariat.

3. Provided the letter of access fee referred to in Article 2 of this agreement has been duly paid, the Legal entity shall receive as soon as these documents are available, from the Association:

- a letter of access (herein referred to as the “**Letter of Access**”), and;
- the information listed in Annex 1 necessary for the registration of ethanol

4. The Letter of Access shall state that the Legal entity has the right to refer („right of referral“) to the Dossier prepared by the Association in support of the registration of ethanol under the REACH Regulation. The Letter of Access shall not cover any updates of the Dossier made by the Association. For any updates of the Dossier, the purchase of a new Letter of Access will be required, with the price of the new Letter of Access to be determined based on the costs of the data added to the Dossier. Each Letter of Access shall be signed by the Legal entity in two original copies, one for itself and one to be returned to the Ethanol REACH Association.

5. The Parties agree that the right of the Legal entity to refer to the Dossier is subject to the following restrictions:

5.1. The Legal entity is allowed to refer to the Dossier for the sole purpose of registration of the ethanol under the REACH Regulation.

5.2. The right of referral is solely granted in favour of the Legal entity and is neither transferable nor assignable to any other entity (even if Applicant's affiliated company) or person, without prior written consent of the Association.

5.3. The Legal entity is not authorised to receive any copies of the Dossier nor is it authorised to inspect or view the Dossier or any related specific document in whole or in part except (i) the documents that are published on the internet pursuant to Article 119 of the REACH Regulation, and (ii) the information mentioned in Annex 1.

5.4. In any case, the Legal entity may not disclose to any third party confidential and/or proprietary information received from the Association without the prior written consent of the Association, except if such communication is made to the European Chemicals Agency or any other competent authorities in strict accordance with the REACH Regulation.

5.5. To the extent permitted by law, the Association shall not be liable in contract or otherwise for any direct, indirect or consequential loss or damage, including loss of profit or of business, sustained by the Legal entity in connection with this agreement.

5.6. Any disputes or claims relating to this Agreement and any legal issues arising from this Agreement shall be governed exclusively by Dutch law without regard to its conflict of law rules.

6. This Agreement shall not grant any property rights whatsoever (including - but not limited to - intellectual property rights) any property rights whatsoever of the Dossier or any part of it to the Legal entity.

7. Nothing in this Agreement shall require the Association to provide or to file any additional data with the European Chemicals Agency and/or any other competent authority

8. To the maximum extent permitted by law, the Legal entity acknowledges and accepts that the Lead Registrant (who will submit the Dossier to the European Chemicals Agency on behalf of the other registrants) shall not be liable for any direct, indirect or consequential loss or damage, including loss of profit or of business, sustained by the Legal entity in connection with the Joint Submission except if the liability is attributable to the gross negligence or willful misconduct of the Lead Registrant.

9. The Association and any of its members shall have the right to enforce this Agreement against the Legal entity.

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

11. This Agreement does not give any Association membership rights to the Legal entity.

12. Any and all disputes, controversies or claims which may arise between the Parties in connection with the interpretation of any provision of this Agreement or its validity or enforceability, or the breach of termination of it, or the performance or non performance of any obligations under the terms and conditions 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 Dutch courts.

During the period of any court proceedings, the Parties shall continue to perform their respective obligations under this Agreement insofar as the circumstances will allow it but without prejudice to a final adjustment in accordance with the court decisions.

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

FOR THE ETHANOL REACH ASSOCIATION:

By: (Signature)

(Name)

TITLE:

DATE:

FOR THE LEGAL ENTITY:

By: (Signature)

TITLE:

DATE:

ANNEX I

Information provided
Token provided by the Lead Registrant for the purpose of a joint registration.
A Chemical Safety report covering part B, chapters 1 to 10, including details of the agreed classification and labeling and all identified uses for the substance according to what is known by the Association.