



DATED

(1) **INTERNATIONAL TUNGSTEN INDUSTRY ASSOCIATION**

(2) **[]**

**RECYCLERS INFORMATION
AGREEMENT**

K&L Gates LLP
110 Cannon Street London EC4N 6AR
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Ref: NXB/6012555.00002



THIS AGREEMENT is made on 2010

BETWEEN:

- (1) **INTERNATIONAL TUNGSTEN INDUSTRY ASSOCIATION** whose principal place of business is at 2nd Floor, 4 Heathfield Terrace, London W4 4JE, United Kingdom ("**ITIA**"); and
- (2) [] (registered in []) whose principal place of business is [] ("**the Recipient**")

The purpose of this Agreement is to set out the terms on which ITIA will provide specified information to the Recipient in order to allow it to benefit from the exemption in Article 2.7(d) of Regulation EC 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals ("**REACH**") in relation to the substances set out in the Appendix to this Agreement ("**Substances**"). By signature hereof the Recipient hereby agrees to the terms contained in this Agreement which shall become effective on signature by ITIA, subject to receipt of full payment on a timely basis.

1. GRANT AND DELIVERABLES

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

- (a) a copy of the Safety Data Sheet ("**SDS**") if required under Article 31 of REACH; or
- (b) where the SDS is not required, guidance on safe use as specified in Section 5 of Annex VI of REACH,

hereinafter referred to as "**the Information**".

1.2 The Information provided under this Agreement is granted solely in favour of the Recipient and is not transferable to any other entity or person without prior written consent of ITIA.

2. PAYMENT

2.1 The Recipient agrees to pay to ITIA an amount of US\$3,000 (US dollars Three Thousand) per substance.

- 2.2 The Recipient shall not receive any of the Information until full payment has been received by ITIA. All bank and other charges in connection with such payment shall be paid by the Recipient and the Recipient hereby acknowledges that failure to comply with this provision will result in a delay in the provision of the Information until such failure is rectified.

3. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

- 3.1 The Recipient acknowledges that any and all copyright and other intellectual property rights subsisting in or used in connection with the Information is and shall remain the property of ITIA or its licensor, and the Recipient shall not during or after expiry or termination of this Agreement in any way question or dispute the ownership thereof by ITIA or its licensor.
- 3.2 The Recipient acknowledges that such copyright and other intellectual property rights belonging to ITIA or in its legitimate possession may only be used by the Recipient in accordance with this Agreement. Recipient shall not be entitled to grant any sublicense or any other right to use or copy the Information to any third party without prior written consent of ITIA.

4. LIMITATION OF LIABILITY

- 4.1 To the maximum extent permitted by law, ITIA, and ITIA's members hereby exclude all liability arising in contract or otherwise for any direct, indirect or consequential loss or damage sustained by the Recipient by exercising its rights under this Agreement.
- 4.2 To the maximum extent permitted by law, ITIA hereby excludes all liability for, and the Recipient shall indemnify ITIA and its 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 (as defined by REACH) in connection with any import, sale, manufacture or use of the Substances in the EEA, other than liabilities attributable to the gross negligence or wilful misconduct of ITIA.

5. ITIA MEMBERSHIP RIGHTS

This Agreement does not give any ITIA membership rights to the Recipient or give the Recipient any right to refer to ITIA vis-à-vis third parties.

6. AMENDMENTS

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 hereto.

7. **GOVERNING LAW AND DISPUTES**

- 7.1 This 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.
- 7.2 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 Agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by

.....

For and on behalf of **INTERNATIONAL TUNGSTEN INDUSTRY ASSOCIATION**

.....

For and on behalf of []

APPENDIX 1

NAMES and EINECS NUMBERS OF THE SUBSTANCES

Mark (✓) the substance(s) required

Name of the Substance		EINECS Number
☐	Ammonium Metatungstate	234-733-4
☐	Ammonium Paratungstate	234-364-9
☐	Fused Tungsten Carbide	235-124-6
☐	Sodium Tungstate	236-743-4
☐	Tungsten Blue Oxide	254-413-8
☐	Tungsten Carbide	235-123-0
☐	Tungsten Metal	231-143-9
☐	Tungsten Trioxide	215-231-4
☐	Tungstic Acid	231-975-2