Registrant's legal entity name	
Full EU address of Registrant	

(hereinafter referred to as **"Recipient")**

Date (dd/mm/yyyy)	

Dear Sirs,

Letter of Access for Referral under Regulation (EC) No. 1907/2006 of the European and of the Council 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals of a substance (hereafter referred to as "LoA")

The purpose of this LoA is to set out the terms on which the Manganese REACH Administration **("MARA")** on behalf of the Lead Registrant as specified for each Substance in Appendix 1 **("Lead Registrant")** will grant access to refer to the Registration Dossier **("Dossier")** to enable the Recipient to participate in the Joint Submission of the following Substance:

Substance / EINECS	

(insert the short name of the substance and EINECS number from Appendix 1 in the box above).

By signature hereof the Recipient hereby agrees to the terms contained in the LoA which shall become effective on signature by MARA and the Recipient and subject to the Recipient meeting its payment obligations in accordance with the provisions of paragraph 2 below.

Defined Terms

"REACH-IT Token" means the token to be provided by MARA to the Recipient under the terms of this LoA to enable the Recipient to participate in the joint submission of the Dossier;

"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.

"Information" means Studies, other tests, data and any information in any form whatsoever held by MARA on the Substance(s). 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 held by MARA;

"Joint Submission" means the same as that stated in REACH Article 11;

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

"Only Representative" means the same as that stated in REACH Article 8;

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

"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 one of the substances set out in Appendix 1 hereto,

Any definition specified in Article 3 of REACH Regulation (EC) No. 1907/2006 shall have the same meaning in this LoA

1 **GRANT AND DELIVERABLES**

1.1 In consideration of the cost sharing fee deposit paid by the Recipient as set forth in paragraph 2 below MARA on behalf of the Lead Registrant hereby agrees to grant to the Recipient the following:

(e) a REACH-IT Token and Joint Submission name which shall enable the Recipient to participate in the Joint Submission of the Substance Dossier;

(f) the right to refer to the Core Data in the Dossier including any updates for the purpose of registration of the substance pursuant to REACH;

(9) agreed classification and labelling information;

(h) a copy of the template chemical safety report.

1.2 Any rights or information provided to the Recipient under this LoA are granted solely and exclusively in favour of the Recipient and are not transferable to any other entity or person including a non-Community manufacturer without prior written consent of MARA and the payment of fees as at paragraph 2 below.

1.3 Where the Recipient of this LoA is an Only Representative the Recipient is not authorised to use the REACH-IT Token or rights granted under this LoA for any registration other than for the nominating non-Community manufacturer named in this LoA and for the Substance identified by this LoA. In the event that the Only Representative Recipient is nominated by any other non-Community manufacturer legal entity to register on behalf of the importers it shall be obliged to enter into a separate LoA in respect of each such non-Community manufacturer.

1.4 In the event that the Recipient completes a Joint Submission for the Substance for which a LoA has not been granted under a separate LoA the Recipient agrees to pay MARA the fee as defined in paragraph 2.1 plus an additional penalty charge of 100% of the LoA fee. The penalty charge shall increase to 200% of the LoA fee for each registration submitted by the Recipient from 1st January 2011 where a LoA has not been separately purchased from MARA,

1.5 The Recipient's right to refer to the Dossier and Information and/or Studies contained therein is solely for use in complying with REACH (or any provisions superceding it or re-enacting it) and the Recipient is not authorised to use such information for any other purpose.

1.6 For the avoidance of doubt this LoA does not give the Recipient the right to receive any copies of the Dossier nor to inspect or view the Dossier or any related specific document in whole or in part save as specifically required by REACH. Nothing in this paragraph shall prevent the Recipient from accessing or reviewing the documents that are published publicly on the internet pursuant to Article 119 of REACH.

1.7 Nothing in this LoA shall require MARA or the Lead Registrant to provide or to file any additional data with European Chemicals Agency and/or any other Competent Authority.

1.8 The Recipient shall be entitled to participate in the Joint Submission of the Dossier for any tonnage band.

2. **COST SHARING FEE DEPOSIT**

2.1 The Recipient agrees to pay to MARA a cost sharing fee deposit for each LoA at a level published on the Consortium website. The basis for this cost sharing fee deposit is described in Appendix 2 to this LoA and is incorporated by reference. An administration charge of 125 € (One hundred and twenty five Euros) for each LoA shall be added to such amount. All bank charges and other charges in connection with payment of the cost sharing fee deposit shall be paid by the Recipient.

2.2 The Recipient shall not receive the REACH-IT Token nor be granted any of the rights referred to in paragraph 1.1 above until full payment has been received by MARA. The Recipient hereby acknowledges that failure to comply with this provision will result in a delay in providing the REACH-IT Token and granting of the rights referred to in paragraph 1,1 above until such failure is rectified.

2.3 The Recipient agrees to pay to MARA a pro-rata share of the costs of any future updates that are required to be made to the Dossier.

Specifically, for MnS LoA Recipients (manganese sulphide EINECS 242-599-3) the Substance Information Exchange Forum (SIEF) agreed that the mandatory 28-day repeated dose toxicity study test was not conducted on the grounds of protection and welfare of animals (REACH recital 40) nor was a test proposal submitted to the ECHA for a 90-day inhalation study on the same animal welfare grounds. Instead, the SIEF agreed to plead a test waiver allowing for ECHA evaluation to either agree or enforce the study upon the SIEF. In the event that the ECHA demands this study be completed by registrants then the Recipient agrees to share the full cost of this study equally amongst those current Registrants of MnS. Payment for the study share shall be made to MARA before the study is commissioned.

3. CONFIDENTIALITY

3.1 In the event the Recipient receives or accesses any Study and/or Information in accordance with this LoA, the Recipient shall take all reasonable measures to protect the confidentiality of and prevent disclosure or unauthorised use of such Study and/or Information. The Recipient shall prevent the Study and/or Information from falling into the public domain and protect the Study 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 Recipient 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 Study and/or Information, the Recipient shall notify immediately MARA and shall cooperate fully with the requests of MARA in remedying the same.

3.3 The Recipient shall not be subject to the obligations of this paragraph 3 with respect to the Study and/or Information which: (a) are or become known publicly through no wrongful act of the Recipient; (b) were already known to the Recipient at the time of disclosure hereunder as shown by prior written records; (c) are learned by the Recipient from a third party under no obligation to the MARA; (d) are independently developed by an employee, agent, or consultant of the Recipient with no knowledge of disclosure hereunder; or (e) are approved for release by written authorisation of MARA pursuant to the provisions of this LoA.

3.4 The Recipient shall not disclose to any third party (including an affiliate of the Recipient) the REACH-IT Token or the Joint Submission name nor other deliverables listed in paragraph 1.1.

3.5 The Recipient shall indemnify MARA in respect of any claims, damages, liabilities or losses which MARA may suffer or incur howsoever arising and without limitation as a result of any breach or nonperformance by the Recipient of the obligations contained in this section 3.

4. COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS

4.1 The Recipient acknowledges that any and all copyright and other intellectual property rights subsisting in or used in connection with the Core Data, Study, Information or the Dossier are and shall remain the property of MARA or its licensor, and the Recipient shall not during or after expiry or termination of this LoA in any way question or dispute the ownership thereof by MARA or its licensor.

4.2 The Recipient acknowledges that such copyright and other intellectual property rights belonging to MARA or in its legitimate possession may only be used by the Recipient in accordance with this LoA and for no other purpose and no licence is granted to the Recipient.

5. LIMITATION OF LIABILITY

5.1 To the maximum extent permitted by law, MARA hereby excludes all liability howsoever arising for any direct, indirect or consequential loss or damage sustained by the Recipient by exercising its rights under this LoA including the right to refer to the Study and/or Information.

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

5.3 For the avoidance of doubt the Recipient acknowledges that MARA shall not provide any guidance to the Recipient on the use of the LoA or the process of Joint Submission.

6. MARA MEMBERSHIP RIGHTS

This LoA does not give any MARA membership rights to the Recipient or give the Recipient any right to refer to or make any public representation or linkage between itself and MARA.

7. AMENDMENTS

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

8. LEGAL ENTITY CHANGE

8.1 The consent of MARA or the Recipient shall not be required where either party assigns, transfers or delegates its rights and obligations under this LoA to a legal successor in ownership by sale, division, merger or consolidation of all or substantially the whole of the business relevant to the Substance referred to in this LoA, subject to acceptance by the assignee of the terms of this LoA to be notified to the other party without delay.

9. TERM

9.1 The obligations contained in this LoA shall be in force indefinitely but without affecting the Recipient's liability for breach of any of the terms of this LoA before then.

10. GOVERNING LAW AND DISPUTES

10.1 This LoA is governed by and all disputes arising under or in connection with this LoA shall be resolved in accordance with the laws of France.

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

10.3 The Recipient 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 LoA.

Yours faithfully,

---------- Date----------

D. McGough
For and on behalf of
11 rue dulong, 75017 Paris, France

Received and agreed by the Recipient,

Signature(s) ----------

Name(s) of Signatory(ies)	

Date of signature(s)	

Legal entity full name and full address	
If an OR, full name and full address of the non-EU manufacturer	

For MARA use only	
Reference Number	
Payment status	

11 rue Dulong – 75017 Paris - France
Tel : +33 (0) 1 45 63 06 34
E-mail : reach@manganese.org - Web site : www.mn-consortium.org

Appendix 1

A Letter of Access for Referral is available for the following substances.
Please select the short name and EINECS number of ONE substance to include in this LoA

Substance short name	Other name/s or trade name	EINECS	Lead Registrant
Manganese	Mangan, manganeso, manganese	**231-105-1**	South32
Manganese oxide	Manganoxid, oxide de manganeso, oxyde de manganese	**215-695-8**	Prince-Erachem
Manganese dioxide	Mangandioxid, dioxide de manganeso, dioxyde de manganese	**215-202-6**	Tosoh Hellas
Trimanganese tetraoxide	Trimangantetraoxid, tetraoxido de trimanganeso, tetraoxyde de trimanganese	**215-266-5**	Prince-Erachem
Manganese carbonate	Mangancarbonat, carbonato de manganeso, carbonate de manganese	**209-942-9**	Prince-Erachem
Manganese sulphate	Mangansulfat, sulfato de manganeso, sulfate de manganese	**232.089-9**	Prince-Erachem
Manganese dinitrate	Mangandinitrat, dinitrato de manganeso, dinitrate de manganese	**233-828-8**	Prince-Erachem
Slags, Ferromanganese-manufacturing	Schlacken, Ferromanganherstellung; escorias, fabricacion de ferromanganeso; scories, elaboration de ferromanganese	**273-728-1**	Ferroglobe
Slags, Sllicomanganese-manufacturing	Schlacken, Silicummanganherstellung; escorias, fabricaciOn de silicomanganeso; scories, elaboration de silicomanganese	**273-733-9**	Ferroglobe
Manganese ores, reduced	Sinter Ore; Manganerze, reduziert; minerales de manganeso, reducidos; minerals de manganese reduits	**273-748-0**	Glencore Manganese France
Manganese sulphide	Mangansulfid, sulfuro de manganese, Sulfure de mangaanese	**242-599-3**	Hoganas Sweden AB
Manganese dichloride	Manganese chloride	**231-869-6**	Prince-Erachem

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Appendix 2: Cost-Sharing Model including Reimbursement Mechanism

1. Core Principles of this Agreement and the Cost-Sharing Model

1.1 Pursuant to Regulation 1907/2006 **("REACH")** and Regulation 2016/9 **("REACH Data Sharing Regulation"),** the Parties agree that the provisions of this Agreement shall apply in accordance with those Regulations, and in particular:

(i) (fair, transparent, non discriminatory) the costs of sharing relevant data under this Agreement, shall be determined, in a fair, transparent and non discriminatory way;

(ii) (Costs clearly defined and identifiable) in order to ensure data is shared in a transparent and effective manner, this Agreement is structured in a way that all relevant costs are clearly described and identifiable;

(iii) (Agreement is clear and comprehensible) this Agreement is clear and comprehensible to all parties and includes sections regarding (1) itemisation of the data to be shared; (2) itemisation and justification of information of administrative costs; (3) a costing-sharing model, including a reimbursement mechanism, as set out below;

(iv) (`pay for what it needs' principle) the costs of sharing relevant data shall be determined in accordance with the requirement that the Recipient and all other registrants of the Substance are obliged to pay a share of the costs of data that it/they need to register the Substance;

(v) (future relevant registrants) to the extent that other agreements, outside this Agreement, are relevant to the cost sharing of data regarding the REACH registration of the Substance — the Lead Registrant and the Recipient shall make all relevant efforts to ensure (i) cost sharing of that data applies to all relevant registrants of the Substance, without discrimination, including relevant future registrants of the Substance; and (ii) a method or proportional redistribution applies to the benefit of the Lead Registrant and/or the Recipient and all other co-registrants.

1.2 In the event that the Recipient believes that the Cost-Sharing Model and Reimbursement Mechanism applicable under this Agreement may not or does not comply with the requirements set out in Clause 1.1, of Annex **1** of this Agreement, the Recipient shall immediately inform the Lead Registrant in writing and allow the Lead Registrant and MARA, including MARA members, sufficient and adequate time to respond to that communication. The Recipient understands and acknowledges that MARA is an informal collaboration among various companies with limited and restricted legal power and authority and cannot act without the consent of MARA members. The Recipient recognises and acknowledges that, under the REACH requirements, cost-sharing must be fair and apply in objectively the same way to all co-registrants and the Recipient cannot benefit from individual or personal discounts or subsidised fees. The Recipient shall not refer any claim or dispute under Articles 27 or 30 REACH, or otherwise, to ECHA, or communicate with REACH Member State Competent Authorities, the Commission, or other third parties before taking every possible effort to fully and proactively engage with the Lead Registrant and MARA and allowing the Lead Registrant and MARA sufficient and adequate time to respond to questions, queries or other issues. The Recipient acknowledges and understands that, as stated in ECHA Guidance "data sharing dispute procedures must be initiated **as a last resort,** i.e. only after all possible efforts and arguments have been exhausted".

1.3 The Recipient warrants that it shall take all measures necessary to comply with relevant EU law — particularly the REACH requirements, and that it shall respect, in particular, the Article 11 REACH and Article 30 REACH Data Sharing Regulation obligations regarding one substance, one joint submission.

2. Deposit payments and LOA cost price

2.1 The Recipient understands, acknowledges and accepts that, under this Agreement, in order to obtain a REACH Letter of Access, the Recipient is required to pay an initial 'cost sharing fee deposit' payment to MARA. The Recipient understands, acknowledges and accepts that this is not necessarily the cost price of the REACH Letter of Access but, instead, an initial deposit payment. The Recipient understands, acknowledges and accepts, that the cost price of the REACH Letter of Access shall not be calculated before 2021 once the deadline for phase-in, preregistered substances of between 1-100MTpa has expired, and the ECHA has completed its review of test plans and potentially completed compliance checks of registration dossiers. The Recipient understands that at an appropriate time after 1 January 2021, a reimbursement mechanism exercise **("Reimbursement Mechanism Exercise")** will be conducted meaning that:

(i) MARA shall calculate the cost of the LOA as per each relevant co-registrant of the Substance;

(ii) MARA shall determine whether a reimbursement or a supplemental payment is required in relation to each relevant co-registrant of the Substance;

(iii) MARA shall issue a credit note or an invoice in respect to each relevant co-registrant of the Substance; and

(vi) following receipt of the credit note, or receipt of payment of the supplemental invoice fee, the Recipient shall continue to have access to the REACH registration data, and benefit from the rights under this Agreement, under terms and conditions as set out under this Agreement.

2.2 The Recipient understands, acknowledges and hereby accepts that it will not have any right of access or use to the data as specified under this Agreement and until it has signed this Agreement and has fully paid all invoice(s) (deposits) due. The Recipient understands, acknowledges and hereby accepts that it will lose any such rights granted under this Agreement if, at a future date, the Recipient does not pay within one (1) month any additional invoices (deposits) as required under the terms and conditions of this Agreement. In the event that the Lead Registrant or MARA notifies the Recipient of the cessation of rights of access, use and/or rights to refer under this Agreement due to non-payment of an invoice or otherwise, the Recipient shall:

(i) immediately cease all use and reliance on the Dossier and information contained in the Dossier on the Substance and cease use and reliance upon the Access Token;

(ii) update its REACH registration of the dossier for the Substance indicating that all rights to use and rely upon the Information have been revoked, in accordance with Article 22(1)(i) REACH;

(iii) provide documentary evidence and proof to the MARA that the Recipient has updated its REACH registration dossier for the Substance and notified the ECHA of that update within **1** month of such a request from MARA.

2.4 For the avoidance of doubt, MARA, together with the Lead Registrant of the Substance, shall determine when and how often the total costs and total income relating to REACH registration of the Substance are assessed, calculated and registrants of the Substance reimbursed or required to make supplemental payments as agreed under this Agreement **("Cost Reimbursement Exercise").** The Recipient understands, acknowledges and hereby accepts that calculating and reimbursing costs regarding REACH registration itself incurs costs and constitutes an administrative burden and should, therefore, be reasonably avoided if there is no or nominal overall benefit to registrants of the Substance. Where a party wishes to re-coup costs less than € 1.000,00, they will bear the administrative and accounting costs of retrieving such refunds. In

the event that there are future additional registration requirements regarding the Substance, the Recipient and MARA shall make every effort to share and divide those costs in the same, or substantively the same way, as 'Data Costs' are shared under the provisions of this Agreement.

2.5 The Recipient understands, acknowledges and hereby accepts that the Reimbursement Mechanism Exercise, and any other subsequent Cost Reimbursement Exercise, shall be calculated and applied in accordance with the Cost-Sharing Model provisions stated in this Agreement. The Recipient understands, acknowledges and hereby accepts that the current deposit payment price of the LOA was set a number of years ago, when the number of registrants of the Substance was estimated, and where the current number of registrants is lower than had been envisaged and estimated.

3. Cost-Sharing Model

3.1 The Parties hereby agree that the underlying principles that shall determine and dictate the Cost-Sharing Model provisions under this Agreement, and their application and implementation in practice, include the following:

(i) (Fair) The costs of sharing information are determined in a fair way. This shall include, but is not limited to, the requirement that any registrant for a substance shall only be required to share in the costs of information and/or administrative costs, that such registrant is obliged to submit to the Agency to satisfy his registration requirements under REACH. This shall also include, but is not limited to, the requirement that a specific REACH registrant cannot benefit from preferred, reduced or discounted costs for access to REACH data, as compared to comparable or similar registrant entities.

(ii) (Transparent) The costs of sharing information are determined in a transparent way. This shall include, but is not limited to, the requirement that where multiple registrants of the same substance or SIEF participants are obliged to share information in accordance with their duties under the REACH Regulation, they shall make relevant efforts to reach an agreement on data-sharing and give access to relevant data. This shall also include, but is not limited to, the requirement that a specific REACH registrant shall make every effort to resolve any question, query or issue directly with the Lead Registrant and MARA before referring any dispute, claim or issue to the ECHA, ECHA Board of Appeal, Commission, REACH MSCA, etc and shall disclose any such intention immediately to Lead Registrant and MARA prior to any such referral.

(iii) (Non-discriminatory) The costs of sharing information are determined in a non-discriminatory way. This shall include, but is not limited to, the requirement that there is no arbitrary differentiation of costs for accessing or using REACH data on non-justified grounds as between specific registrants or classes of registrants.

3.2 The Cost-Sharing Model under this Agreement, and its application and implementation in practice, shall adhere to relevant EU and other law, including but not limited to the Implementing Regulation on REACH Data Sharing. In particular:

(i) (Substance sameness) Compiling information for the purposes of establishing substance sameness should not be the subject of any cost sharing between previous registrants and potential registrants.

(ii) (Substance Evaluation decisions) In the event that: (i) registrants of the Substance are required by ECHA to provide data under a Substance Evaluation decision; (ii)

costs are or will be incurred in order to satisfy that ECHA decision; - the Recipient hereby agrees to pay an equal share of those costs.

(Dossier Evaluation decisions) In the event that: (i) registrants of the Substance are required by ECHA to provide data under a Dossier Evaluation decision; (ii) costs are or will be incurred in order to satisfy that ECHA decision; and (iii) the data is relevant to the registration of the Recipient; the Recipient hereby agrees to share and pay a fair and equal share of those costs. The Recipient understands and accepts that in accordance with Article 50(4) of REACH the costs associated with a substance evaluation decision may also apply to registrants who have already ceased their activities pursuant to paragraph 2 or 3 of Article 50 of that Regulation. Where these potential future costs form part of the deposit payment — the costs shall be justified and indicated separately from other costs in this Agreement.

3.3 The Cost-Sharing Model under this Agreement shall, in principle, apply as follows:

Costs shall relate to Data Costs, Other Information Costs and Administrative Costs. 'Data Costs' shall be regarded as including costs of the data required for REACH registration as per the registrant entity. `Other Information Costs' shall be regarded as including costs regarding: literature searches; review and assessment of studies conducted; preparation of the dossier; verification and validation of legitimate possession; verification and validation of suitability to satisfy REACH requirements — which may or may not equate to ECHA demands; etc. `Administrative Costs' shall be regarded as including costs regarding the management etc of the SIEF and/or joint submission. For the avoidance of doubt, regardless of how a cost item is categorised, it shall be subject to the Reimbursement Mechanism Exercise and, where relevant, the Cost Reimbursement Exercise.

(ii) As regards 'Data Costs', these costs shall, in principle, be aggregated as per each tonnage threshold. A registrant shall pay an equal share of the Data Costs it relies upon as per its tonnage band taking into account opt outs, usage rights, number of other registrants in the same tonnage band, etc. The general principle would be that the Data Cost item in question would be regarded as the dividend; the number of registrants relying or using that data would be the divisor; and the cost per company would be the quotient.

(iii) As regards 'Other Information Costs', a registrant shall, in principle, pay a proportional and fair share of these costs. Specifically, a registrant shall be allocated a number of points proportional to the benefit it derives from its reliance on the cost item in question. This will take into account, amongst other things: the specific registrant's tonnage band; usage rights and benefits; etc. Each registrant legal entity will be allocated a number of points. The overall number of points of all registrants relying and benefitting from the Other Information Cost item will be calculated. Each registrant shall, in principle, pay its percentage share, determined via the points system, of the overall Information Cost item in question.

(iv) As regards 'Administrative Costs', these costs will, in principle, be divided using the same method as applicable to 'Other Information Costs', i.e.: on a legal entity specific basis, in relation to the proportional benefit that the registrant entity in question derives from its use and reliance on that cost item, determined in relation to the points system.

(v) In those cases where a specific legal entity registrant would like information on, for example, any issue regarding the Cost Sharing Model and/or Reimbursement Mechanism, and/or cost itemisation, or other issue - that entity will have the right to raise that issue with Lead Registrant and MARA. The Lead Registrant and the MARA will make best efforts to resolve and address that question or issue within a reasonable period. The Recipient has the right to be provided with the cost itemisations included and

forming part of this Agreement. The Recipient understands and acknowledges that the MARA is an informal collaboration among many companies with limited and restricted legal power and authority and cannot act without the consent of MARA members, and that it is not itself a person or entity subject to REACH or a person or entity subject to the REACH Data Sharing Regulation. The Recipient also understands that in addressing questions and issues raised by the Recipient, costs will be incurred and therefore, the Recipient shall only raise issues and questions that are proportionate, necessary and appropriate having regard to all the facts and circumstances. Cost itemisation requests shall, as a principle, be made available free of charge upon reasonable request.

3.4 For the avoidance of doubt, this Agreement is an independent, stand-alone contractual agreement. It is not envisaged that other third parties join this Agreement in the future. Nor is it envisaged that this Agreement itself form part of another agreement or agreements now or in the future — which may or may not involve persons or entities subject to REACH. To the extent that the REACH Data Sharing Regulation applies to this Agreement, the costs of sharing data regarding to REACH registration of the Substance shall comply with that Regulation. To the extent other agreements (which relate to the cost sharing of the data for REACH registration for the Substance) exist now or at the time of the Reimbursement Mechanism or a Cost Reimbursement Exercise are employed, the provisions of those agreements together with the provisions of this Agreement shall determine cost sharing.

3.5 To the greatest extent possible and allowed by law, the Recipient, the Lead Registrant, together with the members of MARA, agree to waive all rights and privileges accrued or granted under Regulation 2016/9 and/or under all relevant and related legislation.