

Reference of the agreement.....
Date of the draft.....

LRI-Research-draft agreement

RESEARCH AGREEMENT

THIS AGREEMENT IS CONCLUDED

BETWEEN

THE EUROPEAN CHEMICAL INDUSTRY COUNCIL, Avenue E. Van Nieuwenhuysse, 4, 1160 Brussels, Belgium, duly represented by Mr H. Mandery, Director General (hereinafter Cefic).

AND

(pls complete with name and address of the person signing the contract)

duly represented by(hereinafter the Research Institute)

THE PARTIES HAVE AGREED THE FOLLOWING:

ARTICLE 1 - GENERALITIES

1.1 The Long-range Research Initiative (hereinafter LRI) is an initiative from the chemical industry associations ACC (US), JCIA (Japan) and Cefic (Europe) to address emerging and existing health and environmental issues. It provides financial support for independent research and development of software/database useful for society to be undertaken in partnership with governmental agencies, universities and research Institutes to focus on developing sound scientific understanding of the impact of chemicals on people and the environment.

Researchers are encouraged to publish in peer-reviewed journals and make widely and readily available their results, software/databases, validated tests methods in order for them to be freely brought to the knowledge of the public at large and to be distributed and exploited as widely as possible.

The chemical industry has committed itself to addressing any potential risk associated with its products or operations that may become evident from the results.

The Research Programme will be conducted and reported in line with its Governing Principles:

- Apply the most rigorous scientific principles and practices.
- Research conducted without sponsor influence.
- Timely publication of results.
- Timely and appropriate response to results.

In Europe Cefic will be assisted by the European Institute for Ecotoxicology and Toxicology of Chemicals (ECETOC) to manage the Research Programme.

1.2 The Research Programme will be reviewed by an External Science Advisory Panel (consisting of experts from academia and research Institutes) to ensure that both the selection and conduct of the research projects are in line with the governing principles.

1.3 In addition, the International Council of Chemical Associations (ICCA: organisation of regional chemical associations Cefic, JCIA and the American Chemistry Council are members) has established a LRI Planning Group and a LRI Steering Committee to ensure global co-ordination of the regional programmes.

ARTICLE 2 –THE RESEARCH PROJECT

2.1 Cefic-LRI undertakes to sponsor the following Research Project:

Pls. insert short description of the project

The details of the Research Project including the time line and milestones are described in Appendix 1 and summarised in the following table:

Deliverables	Milestones	Timing

2.2 The Research Institute agrees to carry out the Research Project as described in Appendices 1 & 2. As described in both appendices this Research Project is conducted by way of co-operation between different research bodies.

2.3 The Research Institute shall solely be responsible for the organisation of such co-operation and ensure that all deliverables and milestones are timely delivered. The Research Institute shall put in place necessary legal arrangements for this. This may include sub-contracting which shall not be deemed contrary to Article 5 of the present agreement.

2.4 Under no circumstances shall Cefic be liable for any damages arising directly or indirectly from such co-operation and the Research Institute shall assume all liabilities.

ARTICLE 3 - FUNDING AND DURATION

3.1 Cefic agrees to pay Research Institute a total of € (excluding VAT) for the Research Project. This sum shall include all taxes (excluding VAT) and costs.

This sum shall be exclusively used for the purpose of the Research Project, including payments by Research Institute to the Subcontractors. Research Institute shall co-operate with Cefic and answer promptly to any reasonable query from Cefic regarding the Research Project and the use of the funds.

The Research Institute shall be solely responsible for splitting the sums between the different research bodies in accordance with the table attached in Appendix 2.

3.2 This Agreement shall be concluded for a period of months, from to

3.3 This sum allocation of funds shall be invoiced from Research Institute to Cefic in instalments:

○ The first instalment --- at signature of the Agreement: (to be completed: date + sum -- excluding VAT)

○ The second instalment --- (to be completed: date + sum -- excluding VAT + possible conditions)

- The third instalment--- (to be completed: date + sum -- excluding VAT+ possible conditions)
- The final instalment --- at the end of the contract and after submission of deliverables including a final report detailing the outcomes of the project and submission of a manuscript to a peer reviewed journal: (add the sum - excluding VAT)

In the case that milestone(s) corresponding to any instalment(s) is/are delivered later than one month as indicated in the table included in Article 2, and unless specific written arrangements were negotiated by the Parties, an amount of €(excluding VAT) per completed week starting off on (to be completed: end date of project..... + 1 month) will be deducted from the total of the remaining instalment(s), with the proviso that no instalment value shall be smaller to EUR 0. The period of deduction will start automatically at the specified date and CEFIC shall not be responsible to notify the Research Institute of the activation of said deduction.

3.4 The invoice expressed in EUROS (€) shall be sent by the Research Institute to Cefic's address and shall be paid within thirty (30) days of receipt of the invoice. Cefic shall only pay the invoices provided the Research Institute has fulfilled its obligations arising from this Agreement.

The invoices shall mention the following:

- CEFIC/LRI as addressee
- Our VAT : BE 412.849.915
- Name, address and VAT number (if applicable) of the supplier
- Invoice date and number
- Clear description of the goods or services delivered
- Reference :
For wire payment to: (Research Institute)
- Add your account number, your IBAN code and BIC/SWIFT code

ARTICLE 4 – CONFIDENTIALITY – PUBLICATION – DATA

4.1 Research Institute, unless compelled by law or a legally empowered authority, undertakes not to disclose to third parties, any information communicated under this Agreement by Cefic and/or its Members and Affiliates. For the purpose of this Agreement, ECETOC shall not be considered as a third party.

This obligation, however, shall not apply to information which:

- a) is or becomes part of the public domain or,
- b) Research Institute can sufficiently demonstrate was known to it prior to the disclosure or,
- c) is subsequently rightfully received without restriction by the Research Institute from a third party which lawfully acquired the information.

This clause shall survive for five (5) years after the termination of this Agreement.

4.2 Research Institute will provide Cefic with a brief written progress report every six (6) months. When appropriate, meetings between the Cefic/ECETOC monitoring team and Research Institute will be set to discuss the progress and exchange information. In addition Research Institute will present its findings in workshops organised by Cefic. The date for such events will be set in consultation with the Research Institute.

- 4.3 Information disclosed by Research Institute to Cefic for review and comment shall be treated as strictly confidential by Cefic and by any scientific adviser to Cefic.

The obligation in this paragraph shall not apply to any information:

- a) which is known to Cefic at the time it is disclosed by Research Institute or,
- b) which is or becomes public knowledge otherwise than by an unauthorised disclosure in breach of this agreement or,
- c) which is subsequently lawfully acquired by Cefic from a third party.

This clause shall survive for five (5) years after the termination of this Agreement.

- 4.4 Research Institute undertakes to publish the results of the Research Project in the peer reviewed open literature.

After acceptance by a scientific journal or a meeting organiser, publications and abstracts will be submitted to Cefic in confidence for information before its publication or presentation in such meetings.

In any case, Cefic will have no rights of veto on any aspect of the reporting of such results.

Cefic may freely use any publication referred above, including using electronic means.

- 4.5 The ownership of the data is with the Research Institute. The Research Institute shall also own the copyright on any documents / reports / results. The Research Institute may transfer the copyright of the peer reviewed publications to the Scientific Journal.
- 4.6 Nothing herein shall prevent Research Institute or the Subcontractors from using the results of the Research Programme for any business purpose.
- 4.7 Research Institute shall store, maintain, organise and administer the data generated by or in the framework of the Research Project on a confidential basis (including personal data), and in such a way that it does not infringe any applicable law, including on personal data and privacy. Research Institute furthermore warrants that the results will only contain anonymous data.

ARTICLE 5 – ASSIGNMENT

- 5.1 Any assignment or transfer by Research Institute of this Agreement, or of any rights or obligations arising hereunder, without the prior written consent of Cefic, shall be void.

ARTICLE 6 – SEVERABILITY

- 6.1 The invalidity or unenforceability of any section or sections of this Agreement shall not affect the validity or enforceability of any other section or sections hereof.

ARTICLE 7 - ENTIRE AGREEMENT

- 7.1 This Agreement and Appendix 1 is the entire Agreement between the Parties and may be modified only by an instrument duly executed by the Parties. All possible prior Agreements are terminated and superseded by the execution of this Agreement.

ARTICLE 8 - GOVERNING LAW

- 8.1 This Agreement is governed by the Belgian law, without giving rights to any principles of conflict of law.

ARTICLE 9 - ARBITRATION

9.1 All disputes, controversies or differences which may arise between the Parties out of, in relation to, or in connection with this Agreement or any transaction based on this Agreement which is not amicably settled by the Parties, shall be submitted solely and exclusively to binding arbitration in accordance with the rules and procedure of the Institute pour l'Etude et la Pratique de l'Arbitrage (CEPANI)

9.2 The decision of the arbitrators shall be final and binding upon the parties and judgement upon award may be entered into and enforced by any court having jurisdiction thereof

9.3 It is further agreed between the Parties, that any hearing shall be held in Brussels, Belgium. In construing and interpreting this Agreement, the arbitrators shall be bound by and shall apply the laws of Belgium.

It is also further agreed that the arbitral tribunal shall be composed of three (3) arbitrators, and that the proceedings shall be conducted in the English language.

ARTICLE 10 – INDEPENDENT CONTRACTOR

10.1 Research Institute shall perform all of its duties under this Agreement as an independent contractor to Cefic. Nothing in this Agreement shall be interpreted as creating any relationship or partnership, joint-venture and employer/employee relationship between the Parties.

ARTICLE 11 – NOTICES

11.1 All notices, communication to be made under this Agreement shall be deemed properly made if deposited in ordinary mail with a confirming copy either by fax or by E-mail:

For Cefic to:

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LRI Manager

Av. E. Van Nieuwenhuysse, 4

B - 1160 Brussels

Fax: +32 2 676 74 92

E-mail:@cefic.be

To Research Institute:

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11.2 All notices, communication, correspondence shall indicate the following reference:

LRI (*project code name*)

SIGNED ON IN TWO ORIGINALS, EACH PARTY HAVING RECEIVED ITS ORIGINAL.

For Cefic

For the Research Institute

Mr. H. Mandery

(pls complete with name of person signing the contract)