

## **COLLABORATION AGREEMENT № 36927**

**between**

- 1.** The **Joint Research Centre of the European Commission (“JRC”)**, with official address at B-1049 Brussels, represented by Sabine Henzler, Director, Directorate A. Strategy & Impact,

**and**

- 2.** The **European Chemicals Agency (“ECHA”)**, with official address at Telakkakatu 6, FI-00121 Helsinki, represented by Sharon McGuinness, Executive Director.

## **INTRODUCTION**

- (1) The JRC is the Commission's science and knowledge service. Its mission is to provide independent, evidence-based knowledge and science, supporting EU policies to positively impact society.
- (2) Through its Directorates B: Fair and Sustainable Economy, D: Sustainable Resources and F: Health and Food in Ispra, Seville and Geel, the JRC conducts research in the field of chemicals and the protection of human health and the environment.
- (3) ECHA is the European Union's Chemicals Agency. Its purpose is to protect health and the environment, with the overall vision to promote chemical safety through science, collaboration and knowledge.
- (4) The Parties intend to co-operate in the field of chemicals and the protection of human health and the environment following the terms set out in this Collaboration Agreement ('Agreement').

## **ARTICLE 1: OBJECTIVES OF THIS AGREEMENT**

The objectives of this Agreement are to: advance scientific knowledge in the field(s) of chemicals and the protection of human health and the environment; and ensure that the results obtained are used to support policy-and regulatory opinion making.

In particular the specific objectives of this Agreement are:

- 1) Fostering strategic cooperation, in line with the programming document of ECHA and the work programme of the JRC.
- 2) Establish and maintain regular high-level communication and contact.

## **ARTICLE 2: ACTIONS**

The Parties intend to collaborate by carrying out the following actions:

- cooperation on relevant areas of the regulatory mandate of ECHA, including industrial chemicals (REACH/CLP), batteries, industrial emissions, cross border health threats and water legislation;
- engaging on alternative methods to animal testing (New Approach Methodologies - NAMs), in line with Commission priorities to modernise chemical safety assessments;
- developing and utilising indicators for monitoring and impact assessments;
- standardising data sharing using IUCLID;
- collaborating on the Common Data Platform on Chemicals and IPCHEM integration;
- providing technical input for OECD chemicals activities, including templates, guidelines, and relevant documents;
- cooperating on nanomaterials and advanced materials to enhance safety assessment understanding;
- cooperating in stakeholder engagement and communication, professional development and knowledge exchange;

- exchanging information and providing mutual support on technical and scientific advice requests from Commission services on chemicals.
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### **ARTICLE 3: SPECIFIC AGREEMENTS**

- 3.1** When the implementation of this Agreement requires carrying out specific projects, the Parties may, depending on the type of activities foreseen and before they start, set the details thereof in a specific written agreement ('specific agreement').
- 3.2** All provisions of this Agreement shall apply to the specific agreement. Exceptions may be provided for, introduced by the wording: "As an exception to Article [...] of the Collaboration Agreement [...]".
- 3.3** A specific agreement may not introduce exceptions to the following provisions of this Agreement: Article 3.2 and 3.3 (specific agreements); Article 5 (liability); Article 8.2 (funds); Article 12 (duration, amendment and termination), Article 14 (applicable law).

### **ARTICLE 4: VISITORS**

- 4.1** If the collaboration involves temporary presence of personnel of one Party in the premises of the other Party, the visitor shall comply with the rules and working conditions of the host Party.

### **ARTICLE 5: LIABILITY**

- 5.1** The Parties shall not be liable to each other for any loss, damage or injury of non-nuclear origin arising in connection with the performance of this Agreement, except if caused by:
- (a) the gross negligence or willful misconduct of each Party or its personnel; or
  - (b) a breach of Article 9 or 10 by each Party or its personnel.
- 5.2** Each Party shall be exclusively liable for any loss, damage or injury of non-nuclear origin caused by its personnel to third parties, in connection with the performance of this Agreement.
- 5.3** Should any claim be brought by a third party against one Party (defending Party) in connection with the performance of this Agreement by the other Party, including any action for alleged breach of intellectual property rights, the other Party shall assist the defending Party in the legal proceedings, including by intervening in support of the defending Party upon request.

If the defending Party's liability towards the third party is judicially established and such liability is caused by the other Party in connection with the performance of this Agreement, the other Party shall indemnify the defending Party.

- 5.4** Any liability for loss, damage or injury of nuclear origin will be determined by the legislation of the State in which the installation, which is at the origin of the loss, damage or injury, is located.

## **ARTICLE 6: COORDINATION**

- 6.1** Each Party shall designate one person to serve as its contact point with responsibility for supervising the implementation of this Agreement. The contact points may delegate their tasks. The contact points or their respective delegates shall attend any meeting convened by agreement to monitor the progress of work, outline the work programme planned ahead and identify the need for any changes to the activities referred to in Article 2.
- 6.2** The contact points are:
- (a) for the JRC: Vilma-Inkeri KUULIALA, [Vilma-Inkeri.KUULIALA@ec.europa.eu](mailto:Vilma-Inkeri.KUULIALA@ec.europa.eu), tel. +32 229-94988
  - (b) for ECHA: Tomasz SOBANSKI, [Tomasz.SOBANSKI@echa.europa.eu](mailto:Tomasz.SOBANSKI@echa.europa.eu), +358-9-6861 8724
- 6.3** All written communications between the Parties in connection with this Agreement shall be addressed to the contact points.
- 6.4** Each Party shall notify the other in writing of any changes concerning relevant administrative details, including its designated contact point.
- 6.5** The Parties may establish a Steering Committee to co-ordinate their activities under this Agreement. The Steering Committee's responsibilities are:
- (a) to assess completed and ongoing actions;
  - (b) to agree on future actions, and
  - (c) to discuss any matter concerning the implementation of this Agreement.
- 6.6** If the Parties establish a Steering Committee, the contact points are responsible for organising its meetings.

## **ARTICLE 7: PROGRESS MONITORING AND REPORTING**

- 7.1** Progress monitoring will be carried out on an ongoing basis. The Parties may also decide to produce written reports on specific collaboration activities upon mutual agreement.

## **ARTICLE 8: FUNDS AND RESOURCES**

- 8.1** All activities conducted pursuant to this Agreement are subject to the availability of funds, personnel and other resources as well as to the applicable laws and regulations, policies and programmes of each Party.
- 8.2** This Agreement shall not constitute a basis for any funding of one Party by the other. Each Party is responsible for any expenditure incurred in relation to this Agreement.

## **ARTICLE 9: PROTECTION OF RESULTS**

**9.1** Without prejudice to 9.7, Intellectual Property ('IP') and all rights pertaining thereto, created in and for the performance of this Agreement shall belong to the Party whose personnel created it. Unless provided otherwise in this Agreement, the owning Party may use, exploit, assign or dispose of such IP at its own discretion.

**9.2** Each Party shall provide the other Party with a list of IP it brings for the performance of this Agreement upon its signature or as soon as the IP is brought.

Nothing in this Agreement constitutes an assignment of rights or transfer of ownership of any pre-existing IP, brought by the Parties to the collaboration, which continues to remain the property of its respective owner, even if communicated to the other Party.

The Parties shall grant each other non-exclusive, royalty-free, and non-transferable rights of access and use for non-commercial purposes of their pre-existing IP brought to the collaboration, which will be used only for the performance of this Agreement.

**9.3** Each Party, including in case of subcontracting, shall secure its ownership or rights in the IP created in and for the performance of this Agreement to the extent necessary for the exercise of their duties and obligations under this Agreement.

Any restrictions placed on the use of IP, by any third-party rights, ownership or co-ownership, shall be clearly communicated to the other Party.

**9.4** Each Party shall provide and agree with the other Party upon a list of IP it has created in and for the performance of this Agreement as soon as the IP is created and at the latest by the end of the validity of this Agreement.

**9.5** The Parties shall grant each other rights of access to and use of the IP created in and for the performance of this Agreement on a non-exclusive, royalty-free and non-transferable basis for non-commercial purposes.

The Parties shall have access and may use such IP to provide scientific evidence and technical support to European Union policies.

**9.6** If the owning Party decides to waive or abandon its rights in the IP created, or decides not to seek its protection, whether by means of patent registration or other means, it shall inform the other Party of its decision. In this case, the other Party may succeed the owning Party in the maintenance of said IP or pursue its protection independently, in its own name and through its own financial means. The intention of the other Party shall be communicated to the owning Party in writing and within thirty (30) working days from the date of the initial communication from the owning Party. In that case, the owning Party shall assign the concerned IP to the other Party.

**9.7** Results are considered jointly-owned if:

- (a) the Parties have both contributed to their creation; or
- (b) the Parties' respective contributions cannot be clearly or reasonably distinguished; or
- (c) it is evident that contributions have merged and cannot exist independently.

- 9.8** The Parties shall conclude a joint-ownership agreement to cover the Parties' rights and obligations relating to the jointly-owned IP.
- 9.9** In the absence of a joint-ownership agreement, neither Party may dispose of, license, assign, or transfer jointly-owned IP to a third-party without the written consent of the other Party.
- 9.10** If the collaboration leads to the creation of results in the form of scientific, technical or academic publications, conference proceedings, reports, or similar written work involving the personnel of both Parties, they shall:
- (a) ensure that the authors and contributors are duly acknowledged and referenced; and
  - (b) respect each other's moral and economic rights.
- 9.11** A Party may publish, disseminate, make publicly available, or otherwise disclose to a third-party any result of the cooperation, including the results specified in Article 9.10, with prior written consent of the other Party on the manner, timing and contents of such disclosure, provided the publication does not entail a disclosure of confidential information. Consent may not be unreasonably withheld and should be granted within thirty (30) days from the receipt of the request, otherwise it shall be considered implicitly granted. Any breach of this provision shall be considered not only a breach of this Article but also a breach of confidentiality.
- 9.12** The Parties shall agree to disseminate the jointly-owned IP developed in the performance of this Agreement:
- (a) under open access terms (free of charge, online access to any user) in case of publications, reports and data; 'gold' open access being considered the preferable option; and
  - (b) under open source terms in case of software and modelling.
- 9.13** This Article shall apply for as long as IP rights protecting the results of this Agreement remain valid and legally enforceable.

## **ARTICLE 10: CONFIDENTIALITY**

- 10.1** The Parties shall treat as Confidential Information:
- (a) any information, data, documents or other material (in any form) relating to the activities under this Agreement supplied by the other Party and identified as confidential, including information given orally;
  - (b) the reports referred to in Article 7;
  - (c) any information, data, documents or other material (in any form) relating to the activities under this Agreement whose disclosure might be seriously prejudicial to the other Party.

- 10.2** A Party shall not disclose Confidential Information to any third party unless:
- (a) it is publicly available otherwise than as a result of breach of this Article;
  - (b) it has been made available to the receiving Party by another party without any confidentiality restrictions;
  - (c) a Party is obliged to disclose it in accordance with applicable law.
- 10.3** This Article shall continue to apply:
- (a) for five (5) years after the end of this Agreement; or
  - (b) for any longer period specified in writing by the Party who supplied the Confidential Information; or
  - (c) for as long as disclosure of Confidential Information would be seriously prejudicial to the other Party.

#### **ARTICLE 11: SUBCONTRACTS**

- 11.1** A Party may subcontract its activities under this Agreement unless the other Party opposes to it in writing on grounds of applicable laws and regulations.
- 11.2** A subcontract shall not affect the Parties' rights and obligations under this Agreement, in particular with reference to Article 9.3.

#### **ARTICLE 12: DURATION, AMENDMENT AND TERMINATION OF AGREEMENT**

- 12.1** This Agreement is concluded for a term of five years starting on the date of the last signature.
- 12.2** The Parties may amend this Agreement, including its duration, by a further written agreement signed by their authorised representatives.
- 12.3** Either Party may terminate this Agreement by giving three (3) months written notice to the other Party. The terminating Party shall give its reasons for terminating.

#### **ARTICLE 13: PERSONAL DATA**

- 13.1** Where the Parties process personal data included in or related to this Agreement, they shall do so in accordance with Regulation (EU) 2018/1725.
- 13.3** Details concerning the processing of personal data shall be made available to data subjects by each Party in the corresponding data protection notices.

## **ARTICLE 14: APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

**14.1** This Agreement is governed by the law of the European Union complemented, where necessary, by the substantive law of Belgium.

**14.2** The Parties shall attempt to settle any dispute relating to this Agreement through amicable negotiations.

**14.3** If either Party considers that a settlement attempt has failed, it shall notify the other of this in writing. Either Party may then start proceedings before the General Court of the European Union.

## **ARTICLE 15: MISCELLANEOUS AND ANNEXES**

**15.1** All provisions of this Agreement apply without prejudice to the applicable law, including without limitation the law governing the right of public access to documents. Neither Party can claim any damages or breach of this Agreement in cases where the other Party acts according to its obligations resulting from the applicable law.

**15.2** For the purposes of this Agreement, ‘personnel’ shall mean all persons associated with one Party, including (i) employees, (ii) guest researchers, (iii) persons under contracts similar to employment contracts and (iv) any other persons whose actions can be reasonably attributed to that Party.



Signed in the English language.

The **Joint Research Centre of the European Commission**

Done in Brussels on \_\_\_\_\_

Signature: \_\_\_\_\_

Sabine Henzler  
Director of Directorate A. Strategy & Impact  
Joint Research Centre

For the **European Chemicals Agency**

Done in \_\_\_\_\_ on \_\_\_\_\_

Signature: \_\_\_\_\_

Sharon McGuinness  
Executive Director  
European Chemicals Agency