



**Belgian  
Feed  
Association**

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## License agreement

Hazard analyses

26/11/2013

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## License agreement

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### BETWEEN:

BFA vzw, Gasthuisstraat 31, 1000 Brussels

Here represented by MR. Yvan Dejaegher, director-general, who declares to be sufficiently authorized.

Hereafter called the "Licensor".

### AND:

.....

Here represented by ..... who declares to be sufficiently authorized.

Hereafter called the "Licensee"

### HAS BEEN CONCLUDED THE FOLLOWING AGREEMENT

## Article 1 – Object of the agreement

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The licensor is the developer, the owner and therefore the copyright owner of the Hazard Analysis of raw materials. The licensor retains always full copyright.

According to the terms of the present agreement, the licensor grants the licensee the license rights. The licensee can use his license right only according to the terms of the present agreement. It may not be used for any other purpose. According to the terms of the present agreement, the licensor will receive a payment for the license.

The licensor and the licensee accept their respective rights and obligations specified in present agreement.

## Article 2 – Extent of the license

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§1 The license to use the Hazard Analysis is granted in the context of the elaboration of a sampling plan on the level of the individual company. It may not be used for any other purpose

The licensee declares to know sufficiently the content of the Hazard Analysis, more detailed descriptions are not necessary.

§2 The license is granted to each operator/ separate production unit. Consequently, the license cannot be used for several production units within the same company and/or group unless the company has subscribed a license for each production unit.

§3 The licensee may not transfer his license to a third party neither grant a sub-license, without the prior and explicit agreement of the licensor.

§4 The license use is limited to the production within the territory of the European Union.

§5 The Hazard Analysis license is not exclusive. The licensor is not restricted to grant further licenses to other licensees.

## Art. 3 – Duration of the license

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§1 The license agreement has been concluded for a period of 3 years, starting from the day of the signature of present agreement and expiring 3 year later, on the day before the day of signature.

After a period of 3 years, the present agreement will be tacitly renewed for a subsequent period of one year, unless one of the parties breaks the agreement by registered letter at least 3 months before the expiry date.

§2 The licensor will keep the right to break unilaterally the present agreement if the licensor violate the conditions of present agreement. In this case, the licensor writes a motivated registered letter to the licensee.

The non- payment of the license is considered a serious violation.

§3 In case the present agreement has been terminated, for one reason or another, the further use of the Hazard Analysis is not allowed any more.

## Art. 4 – License fee

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§1 The license fee is 500 € for one year and needs to be paid at the beginning of that specific year (account number 310-0347260-86 of BFA vzw)

The fee is adjusted each year in accordance with the Consumer Price index, on the anniversary of the date of the coming into force of the present agreement, the month before the date of signature of present agreement is designated as the base period (basic index number) and the index number registered in the month before the anniversary date is the new index number. The index only can be increased, but cannot be decreased. A decrease of fee is excluded.

Delay in payment will give rise ipso jure to the payment of interest for delay equal to the legal interest rate.

## Art. 5 – Improvements

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The licensee will not make changes to the Hazard Analysis.

Hazard Analysis improvements and adjustments will be carried out by BFA.

## Art. 6 – Liability

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The licensor is not held responsible for unintentional damage, including loss of profit, loss of data or any other damage arising from or related to the use of the Hazard Analysis, unless the damage is due to a mistake in the Hazard Analysis, that the licensee could not reasonably have detected while using the Analysis.

The Licensor's liability for damages shall be limited to the amount of the license fee.

## Art. 7 – Final provisions

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§1 The present agreement is governed by Belgian law.

Claims can be submitted to any Court of competent jurisdiction in Brussels. Before submitting a claim for judicial review, the different parties must consider the possibility to adopt a friendly settlement agreement. The most diligent party invites the other party for a consultation meeting by registered letter. If this consultation meeting does not bring any result, the different parties can submit the claim for judicial review.

The obligation as intended in the previous section is not applicable in case of urgent matters or in case of non- payment fees.

§2 Present agreement is divisible. Any nullity of one of the conditions doesn't result in the nullity of the agreement. Should the occasion arise, both parties will agree, in good faith, a valid clause as close as possible to the original objective of both parties.

§3 The different parties undertake to treat the content of the Hazard Analysis and of the present agreement confidentially and will not transmit information to any third party unless this information is considered as strictly necessary in the context of a judicial procedure.

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Drawn up on ..... in Brussels in two copies. Each party declares that it has received a copy.

Licensor

Licensee