



# End User Licence Agreement (EULA)

## FACET

**By signing the present agreement the licensee, end user of the software mentioned below, accepts to be bound by the following terms & conditions:**

The FP7 Facet Consortium has developed an automatic informatics tool, the Flavourings, Additives, food Contact materials Exposure Tool, FACET (hereinafter referred to as "the Software") for estimating dietary exposure to flavouring, additive and food contact material substances.

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The Licensee as an end user undertakes to use the computer programme only for its own internal & non-commercial purposes.

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After termination of the present agreement all items submitted hereunder will be returned to the EU and the Licensee agrees to continue to keep the information contained therein confidential. This obligation continues for as long as the technical information, Trade Secrets and Know-How conveyed hereunder have not become accessible to the public.

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The Licensee agrees to keep confidential all disclosed confidential information and to provide the necessary means to prevent unauthorized disclosure of the materials.

The Licensee shall allow access to the confidential information only for those employees who are obliged to secrecy under employment agreements.

In the case of a violation of the confidentiality obligations of this agreement, the Licensee has the burden of proof that specific information has been known to the public on the agreement date or that such information has been disclosed later with no fault on his part.

The EU agrees to keep confidential all disclosed confidential information of the Licensee and to provide the necessary means to prevent unauthorized disclosure of the confidential information.

#### 10. APPLICABLE LAW AND LEGAL VENUE

This Agreement shall be governed by the law of the European Union complemented, where necessary, by the substantive law of Belgium.

In case of any dispute or difference between the Parties arising out of or in connection with this Agreement, the Parties shall settle it by mutual agreement. Such effort shall be deemed to have failed when one of the Parties so notifies the other in writing. In that case, each party may initiate proceedings before the General Court of the European Union in Luxembourg.

#### 11. MISCELLANEOUS PROVISIONS

This is the entire agreement between the EU and the Licensee relating to the contents of the Software and supersedes any other communications with respect to the Software.

No change or modification to this Agreement will be valid unless it is in writing and is signed by a duly authorized representative of each Party.

This Agreement cancels all previous agreements and statements, verbal or written, regarding any dealings between the Parties with respect to the subject matter hereof.

If any provision of this Agreement is held to be unenforceable, the remainder of this agreement shall continue in full force and effect.

The waiver by the EU of one breach or default hereunder shall not constitute the waiver of any subsequent breach or default.

The headings of any given sections of this agreement are solely for convenience or reference, and shall not be construed as having any bearing upon the interpretation or meaning of the provisions of this agreement.

#### 12. ADMINISTRATIVE PROVISIONS

Any communication and correspondence from the Licensee with reference to this Agreement shall be made in writing and addressed to the following addresses:

For administrative questions:

European Commission  
Joint Research Centre  
Intellectual Property and Technology Transfer  
Unit  
21, Rue du Champ de Mars  
B-1049 Brussels  
To the attention of the Head of Unit

For technical questions:

European Commission  
Joint Research Centre  
Institute for the Health and Consumer  
Protection  
Chemical Assessment and Testing Unit  
I-21027 ISPRA  
To the attention of the Head of Unit

#### ANNEXES

The following are annexed and shall form integral part of this agreement:

Annex 1: Description of the Software

THE PRESENT AGREEMENT CONSISTS OF 7 PAGES. THE LICENSEE HEREBY ACKNOWLEDGES TO HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT AS INDICATED ABOVE. BY RETURNING THE DULY SIGNED AGREEMENT TO THE EU, THE LICENSEE ACCEPTS TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

**For the Licensee:**

**Technical Contact Person**

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Email: seamus.kelly@cremeglobal.com  
Telephone: +353 1 677 0071

**Signed**

Place and Date: Dublin, Ireland, 05/12/2013

Signature: *Seamus Kelly*

Name: Seamus Kelly

Title/Function: Dr.

Organisation (please place stamp here ): Creme Global

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## **Annex 1: Description of the Software**

Version: 2.0.6

Language: English

Functionalities: Dietary Exposure to Additives, Flavourings and Food Contact Materials

Documentation: FACET Technical Manual, FACET User Manual

Programming language: bespoke modelling language, GTK+, C++, Lua, Modula-3

Delivery: Desktop application

Third-party proprietary software products contained in the Software package: None

Facet proprietary libraries and plug-ins: None