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INTERNAL RULES

INTERNAL RULES OF
EPMF, European Precious Metals Federation
("I.N.P.A." / "I.V.Z.W." / "A.I.S.B.L.")
International Non-Profit Association

"EPMF, European Precious Metals Federation"
International non-profit association
Registered office: 168 avenue de Tervueren box 6, B-1150 Brussels

Registration number: 821.614.645

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1. AIM OF THE INTERNAL RULES, APPROVAL AND MODIFICATIONS, BINDING EFFECT

The Internal Rules are the operating rules of the Association which are not (sufficiently) addressed in the Articles of Association and which require a more flexible adjustment and approval mechanism.
The Internal Rules and the amendments thereto are pre-approved by the Board of Directors and submitted to the approval of the General Assembly.
The decisions of the Board of Directors and of the General Assembly regarding the Internal Rules and the amendments thereto are taken at a simple majority.
All Members acknowledge that they are bound by the Internal Rules, as amended from time to time.
All existing Members shall sign the present version of the Internal Rules. All new Members shall sign the version of the Internal Rules applicable when they join the Association. Each time the Internal Rules are amended by decision of the General Assembly, the Secretary-General shall communicate by email a copy of the new amended version of the Internal Rules to all the Members.

2. DEFINITIONS

Any definition specified in Article 3 of the EU Regulation 1907/2006/EC on Registration, Evaluation and Authorization of Chemicals (hereinafter the "REACH Regulation") (listed in Appendix 3) shall have the same meaning in these Internal rules (including the definitions of Substance, Intermediate, Manufacturer, Importer and Downstream User). Furthermore, in these Internal Rules: (i) "EU" reference (for "European Union") is extended, for meaning and application in the REACH Regulation to "EEA" (for "European Economic Area") in accordance with the Official Journal of the European Union dated 29th of May 2007, page L 136/3, stating the REACH Regulation as being "Text with EEA relevance", and (ii) the following terms shall have the following meanings:

"Association"	means the European Precious Metals Federation with registered office located at 168 avenue de Tervueren box 6, B-1150 Brussels and having as registration number 821.614.645.
"Affiliate"	means a legal entity controlling, controlled by, or under common control with, a Member; with "control" meaning (i) the direct or indirect ownership of 50 % (fifty percent) or more of the shares or interests which are entitled to vote for the directors of an entity or the equivalent, for as long as such entitlement subsists, or (ii) equivalent power on the management of a legal entity. The Affiliate is represented in the General Assembly by the Member that it is affiliated to as indicated in the Signature folio, at the time of admission to the Association, or otherwise updated to the Secretary-General. An Affiliate shall not be eligible to vote.
"Board of Directors"	means the board appointed pursuant to Article 5.2 of these Internal Rules.
"Chemicals Management Related Platform"	means part of the Members A of the Association having to comply with the REACH Regulation requirements including but not limited to Substances of Very High Concern (SVHC) roadmap and voluntarily deciding to join an *ad hoc* work group set up by the Board of Directors to discharge certain functions pursuant to the purposes of the Association pursuant to Article 6 of these Internal Rules.
"Chemical Safety Report" (CSR)	means a report containing a chemical safety assessment and the risk management measures that must be implemented by the Potential Registrants or Downstream Users for their uses.
"CLP Regulation"	means the EU Regulation 1272/2008 on the classification, labelling and packaging of substances and mixtures.

"Confidential Information"	means all oral, written and/or tangible and intangible technical, financial, business and/or other data, information or knowledge of whatever kind that is confidential, proprietary and/or not generally available outside of the Association, including, without limitation, information relating to the Association's present and future Members, activities, strategies, plans and concepts, volume estimates, financial data, market information, research and development plans and results, work product, analyses, compilations, studies, reports or other documents or records generated from such data and information, specifications, configurations, designs, drawings, apparatus, sketches, software, hardware, and other data and information which a Disclosing Party is disclosing, exchanging or sharing under the Association's Articles of Association and Internal Rules, as further described in Appendices 6 and 7 of these Internal Rules.
"Core Data"	means the data to be submitted jointly by Registrants pursuant to the REACH Regulation, and which include amongst others: • Classification and Labelling of the Substance(s) and Isolated Intermediate(s); • Summaries of Information derived from the application of Annexes VI to XI to the REACH Regulation; • Robust Study Summaries derived from the application of Annexes VI to XI, if so required under Annex I to the REACH Regulation; • Testing Proposals where required by the application of Annexes VI to XI to the REACH Regulation; being understood that the scope of the Core Data shall correspond to the requirements of the REACH Regulation applicable to the Member(s) manufacturing or importing the specified highest tonnage band of Substance(s) and Isolated Intermediates covered by the Articles of Association and the Internal Rules of the Association.
"Disclosing Party"	means any natural or legal person that discloses Information as provided in the Association's Articles of Association and Internal Rules.
"European"	Means, unless otherwise specified, from one of the countries belonging to the Council of Europe.
"General Assembly"	means the meeting of all the Members of the Association.
"Information"	means Studies and other tests, data and information made available to the Association by a Member pursuant to Article 10.1.1 of the Internal Rules, or by any third party pursuant to Article 10.1.4 of the Internal Rules (whether in writing, by email, by other tangible electronic storage medium, orally or visually)., as well as Studies, tests, data and information generated or developed by the Association, which are of relevance for compliance with the REACH Regulation, the CLP Regulation and any other relevant EU regulatory framework related to REACH or CLP, together with all statistics, information, data or conclusions that may be derived or deduced from such Studies, tests, data and information.
"Isolated Intermediate"	For purpose of the present Internal Rules and unless otherwise stated therein, Isolated Intermediate shall mean Isolated

	Intermediate handled under strictly controlled conditions in accordance to the REACH Regulation.
"Lead Registrant(s)"	means the Registrant(s) who will submit the Core Data to the European Chemicals Agency ("Agency") on behalf of the Members, pursuant to the REACH Regulation.
"Member(s)"	means any Member A and Member B.
"Member A"	means a member to the Association pursuant to Article 4.1.1 of these Internal Rules.
"Member B"	means a member to the Association pursuant to Article 4.1.2 of these Internal Rules.
"Non-EU Manufacturer"	means a non-Community Manufacturer according to Article 8 of the REACH Regulation.
"Only Representative"	means a natural or legal person established in the EU appointed by a Non-EU Manufacturer to fulfil the obligations applicable to Importers under the REACH Regulation, as permitted by Article 8 of the REACH Regulation.
"Platform"	means part of the Members A and Members B of the Association voluntarily deciding to join an *ad hoc* work group set up by the Board of Directors (other than Chemicals Management Related Platform) pursuant to Article 6 of these Internal Rules.
"Potential Registrant"	means a Manufacturer or Importer or an Only Representative, established inside the EU, which either is manufacturing or importing, or intends to manufacture or import, Substances and/or Isolated Intermediates in the EU and which may submit registration for Substance(s) and/or Isolated Intermediates.
"Precious Metal"	means an elemental or compound form of Silver, Gold and of the Platinum Group Metals (PGM's) Platinum, Palladium, Iridium, Rhodium, Ruthenium and Osmium. For purposes of the Association's Articles of Association and Internal Rules, Precious Metals are divided in eight separate groups: Silver, Gold, Precious Metals Cyanides, Platinum, Palladium, Iridium, Ruthenium and Rhodium.
"Receiving Party"	means any Member A to which Information is made available whether within the framework of the Board of Directors, the Platform(s) or Chemicals Management Related Platform(s) or in any manner whatsoever within the scope of the Articles of Association and the Internal Rules of the Association.
"Refinable"	means a non-waste complex (UVCB) Substance resulting from a primary or secondary refining stream containing precious metals.
"Registration Dossier"	means the dossier which contains the Core Data and the Chemical Safety Report on a particular Substance in accordance with the REACH Regulation and the definition of "Core Data" above and which is submitted by the Lead Registrant to the Agency.
"Representative"	means a natural or legal person authorised to act on behalf of a Member.

Substitute	means a natural or legal person authorised to act on behalf of a Member when the Representative of the Member is unavailable.
"Study(ies)"	means (a) report(s) (including a Summary or Robust Study Summary), in written or electronic form,, concerning investigations, tests, or other examinations (excluding or including vertebrate animals), relating to intrinsic Substance properties, or to the exposure assessment and risk characterization contained in the Chemical Safety Report, which is (are) of relevance for compliance with the REACH Regulation, the CLP Regulation and any other relevant EU regulatory framework related to REACH or CLP.
"Trustee"	means the legal or natural person appointed by the Board of Directors, who is entrusted under confidentiality undertakings, to receive, record and aggregate Confidential and/or proprietary Information that would be disclosed by a Member or a third party together with any sensitive information which disclosure might be regarded as not in compliance with EU competition law; as further described in Appendices 6, 7 and 12.

3. OBJECTIVES

The objectives of the Association are (i) to ensure compliance with the requirements of REACH Regulation in relation to Precious Metals and/or Rhenium, (ii) to develop a center of excellence in chemicals management which includes the following: (a) develop a wholesome overview of the regulatory threats related to chemicals management via the development and maintenance of a risk register; (b) understand and prevent negative impact on REACH dossiers and companies risk management measures; (c) address specific issues related to a substance under REACH or other European Union regulation or more horizontal issues which benefits of joint efforts of the Members; and (d) mutualize expertise or resources between the Members, and (iii) to have a strong advocacy platform to defend the precious metals industry in Europe.

4. MEMBERSHIP OF THE EPMF

4.1. Conditions of Membership

4.1.1. Membership A

See Article 4.1 of the Articles of Association.

4.1.2. Membership B

See Article 4.2 of the Articles of Association.

4.2. Admission of Members

See Article 4.3 of the Articles of Association.

4.3. Term of Membership

See Article 4.4 of the Articles of Association.

4.4. Commitment of the Members

To become a Member, an applicant shall sign the Articles of Association and the Internal Rules of the Association and shall therefore commit:

(a) to respect any and all terms and conditions set out in the Articles of Association and the Internal Rules of the Association, as well as all decisions previously taken by the Association;
(b) to pay (except in the case of Article 4.6 of these Internal Rules) its share of the costs as stated in Article 4.5 of these Internal Rules;
(c) to actively and financially contribute to projects led by Platform(s) to which the Member voluntarily decided to join;
(d) to complete and submit the relevant declarations (including but not necessarily limited to the Signature folio in Appendix 1) associated to these Internal Rules;
(e) if member of Chemicals Management Related Platform(s):
- to actively and financially contribute to such platform(s) as provided in Appendix 8 (cost-sharing formula) of these Internal Rules;
- to complete and submit the relevant declarations (including but not necessarily limited to the Signature folio, the Substance and tonnage band declaration presented in Appendix 1 and Appendix 2, respectively) associated to these Internal Rules;
- to share free of charge any and all Information and/or Study which is(are) available in its domain and not generally available or known to be in the public domain, and relevant for the preparation of the Core Data;

(f) to comply with Association's decisions regarding advocacy and strategic decisions;
(g) to comply with the Code of Conduct of the Association (see Appendix 11 of these Internal Rules);
(h) to comply with the Code of Conduct of the EU Transparency Register (see Appendix 10 of these Internal Rules);
(i) to comply with the Competition Law Compliance Guidelines (see Appendix 12 of these Internal Rules).

4.5. Contribution to the Association

4.5.1. Contribution by all Members

Each Member shall pay as contribution to the Association its annual share of the applicable costs for the year it is entering the Association and for each following year of membership in accordance with Article 12 of these Internal Rules, pursuant to the cost-sharing formula set out in Appendix 8 of these Internal Rules.

4.5.2. Contribution by new Members A joining Chemicals Management Related Platform(s) (s)

Each new Member A joining Chemicals Management Related Platform(s) related to REACH registration shall pay its annual shares of the applicable costs incurred by the Members of the concerned Chemicals Management Related Platform(s) for the past years prior to the year during which this new Member joined the Chemicals Management Related Platform(s). These annual shares shall be calculated pursuant to the then applicable cost-sharing formula that was in effect during each of these years;

4.6. Transfer or assignment of Membership A

4.6.1. Transfer of Membership A

A Member A shall be entitled to transfer Membership, including all rights and obligations related thereto under the Articles of Association and the Internal Rules, to another party or third party subject to the following terms and conditions:

4.6.1.1. Transfer with prior approval of the General Assembly

Membership A may be assigned to a third party, only if such third party meets and complies with the conditions set out in Articles 1 and 4.2 of these Internal Rules. Transfer will be subject to prior approval of the General Assembly as per Article 5.2.2 (ii) of the Articles of

Association. This obligation shall not apply to situations where a Member A updates its Signature folio so that another Affiliate becomes the official representative in the Association. This constitutes a change in the internal organisation of the Member A which does not affect the operation and activities of the Association. Should this situation occur, prior approval of the General Assembly is not required.

4.6.1.2. Transfer without prior approval of the General Assembly

(a) in the event of an acquisition or merger by or with a third party

Membership A shall be transferred in these circumstances without the prior approval of the General Assembly provided that the new entity continues to meet and to comply with the conditions stated in Articles 1 and 4.2 of these Internal Rules.

(b) in the event of an acquisition, merger or change in control (hereafter "Change in Control" and in accordance with the definition of "control" given in Article 1 "Affiliate"), by or with another Member

All the rights and obligations of a Member A under the Articles of Association and Internal Rules of the Association shall be transferred in these circumstances without the prior approval of the General Assembly, at the effective date of the Change in Control. However, in such circumstances, the voting rights belonging to the controlled Member A shall not be assigned to the controlling Member A and shall cease to exist at the effective date of such Change in Control. The newly formed entity shall have only one voting right.

4.6.2. Notification to the Secretary-General

In any case, the Secretary-General shall be notified in writing of the transfer of Membership by the Member A concerned.

4.7. Resignation, termination or suspension of a Member

4.7.1. Right to resign

See Article 4.5.1 of the Articles of Association.

4.7.2. Automatic Termination

See Article 4.5.2 of the Articles of Association.

4.7.3. Suspension/Termination by decision of General Assembly

See Article 4.5.3 of the Articles of Association.

4.7.4. Consequences of suspension or termination or resignation

See Article 4.5.4 of the Articles of Association.

Furthermore, the suspended, terminated or resigning Member shall comply with the conditions specified by the Board of Directors pursuant to Article 5.3.4.2 (iv) of the Articles of Association.

Unless otherwise decided by the Board of Directors, the suspended, terminated or resigning Member A shall not be entitled to make use of the Studies and Information nor shall it have any right in respect of the Registration Dossier(s), including the right to refer to the Registration Dossier(s). In case the suspended, terminated or resigning Member wishes to refer (or to continue referring) to the Registration Dossier(s) after the date of its suspension, termination or resignation, it must obtain the necessary authorisation(s) pursuant to Article 10.2.2 of these Internal Rules.

4.7.5. Rights and obligations of the Members

See Article 4.6 of the Articles of Association.

5. ORGANISATION AND MANAGEMENT

5.1. General Assembly

5.1.1. Composition

5.1.1.1. General Assembly of the Association

Each Member shall appoint and mandate one (1) authorised Representative and one (1) Substitute to the General Assembly. The Substitute shall replace the Representative when he/she is unavailable. The Representative and the Substitute of each Member, as specified to the Secretary-General in the Signature folio (presented in Appendix 1) submitted at the time of admission to the Association or otherwise updated to the Secretary-General, shall have authority to commit the Member they represent in the General Assembly decisions.

See also Article 5.2.1 of the Articles of Association.

5.1.1.2. President and Vice-President of the General Assembly

The President and Vice-President of the Board of Directors shall act as the President and Vice-President of the General Assembly. The Vice-President shall replace the President when unavailable.

5.1.2. Role of the General Assembly

The General Assembly shall, within the budget and operational remit, take the necessary decisions related to the Association, its objectives and activities and shall in this regard, decide on the items referred to in Article 5.2.2 of the Article of Association.

5.1.3. Meetings

5.1.3.1. Ordinary Meeting

Ordinary meetings of the General Assembly shall be held at least two times a year, preferably in early December and early June of each year unless otherwise agreed by the Board of Directors, in particular to:

(a) approve the annual accounts for the past financial year;
(b) approve the annual budget for the following financial year proposed by the Board of Directors;
(c) review the technical and financial progress reports submitted by the Secretary-General;
(d) review the performance and progress of Platforms and Chemicals Management Related Platforms activities according to the work plans.

5.1.3.2. Extraordinary Assembly Meeting

Extraordinary meetings of the General Assembly may be convened at request of one Member, with prior approval of the Board of Directors, in circumstances when agreed estimated deadlines, or budget, are overrun or any other major unexpected event occurs in the performance of the Association's activities.

5.1.4. Representation

See Article 5.2.1. of the Articles of Association and Article 5.1.1.1 of these Internal Rules

5.1.5. Convocation and notice of meetings

See Article 5.2.3.1 of the Articles of Association

5.1.6. Presence quorum and voting rights

See Article 5.2.3.2 & 5.2.3.3. of the Articles of Association

Only Members, who have paid to the Association all their annual dues, shall have the right to vote at the General Meeting.

For decisions not related to Platform(s) and Chemicals Management Related Platform(s) the voting rights of each Member shall be proportional to the financial contribution to the administration fees pursuant to Article 12 of these Internal Rules. The Members contributing to the administration fees via a fixed fee shall be entitled to one (1) vote each and the Members contributing via equal sharing of the administrative costs shall be entitled to three (3) votes each.

For decisions related to Platforms, the voting rights of the Members shall be based on vested interest. Each Member which has a vested interest in a Platform and each Member A which has a vested interest in a Chemicals Management Related Platformshall be entitled to one (1) vote as regards decision related to the concerned Platform and Chemicals Management Related Platform. The Secretary-General shall monitor any such decisions to ensure that only eligible Members have voted.

A Representative will be entitled to vote once per each Member it is representing and only when appearing on the appropriate list as described in Article 6.2.3 of these Internal Rules.

5.1.6.1. Adoption of decisions during General Assembly Meetings (oral decisions)

See Article 5.2.3 of the Articles of Association.

5.1.6.2. Adoption of decisions outside General Assembly Meetings (Electronic General Assembly and Written General Meeting)

See Articles 5.2.3.6 and 5.2.3.7. of the Articles of Association.

Furthermore, the proposed decisions shall be set out in (a) separate document(s), clearly identified as “Proposals of the Board of Directors”.

The Secretary-General shall address this(ese) document(s) promptly, for comments and/or approval, to the General Assembly. The document shall be duly executed by all of the Members and, as far as they are concerned, by the Secretary-General and/or the Trustee (as the case may be, if the decisions have any impact on the Secretary General’s and/or the Trustee’s rights and obligations) before the proposal is implemented. Comments and/or approval shall be returned to the Secretary-General within the time limit specified in the invitation to vote, which shall be at least fifteen (15) calendar days.

No reply by the due date will be taken as signifying acceptance and tacit consent.

5.2. Board of Directors

5.2.1. Composition

See Articles 5.3.1 and 5.3.3 of the Articles of Association.

5.2.2. Role

See Article 5.3.4 of the Articles of Association.

5.2.3. Meetings

5.2.3.1. Notice and place of meetings

Meetings of the Board of Directors shall be held upon written notice given by the Secretary-General. The notice of the meeting shall include the agenda and shall be sent to the members of the Board of Directors by e-mail. The Board of Directors cannot deliberate on items which are not on the agenda, unless all Directors are present or represented, and only if the powers of attorney of the represented Directors stipulate it.

The notice period shall be at least twenty one (21) calendar days, unless otherwise proposed by the President of the Board of Directors, depending on the nature and/or on the emergency of the issue to be discussed.

The place and time of Board of Directors meetings shall be indicated on the notice of the meeting. In any event, Board of Directors members may attend meetings by means of telephone conference or through any electronic means of communication. If the meeting is to be a video or a telephone conference, this shall also be specified on the notice of the meeting.

See also Articles 5.3.5.1 and 5.3.5.2 of the Articles of Association.

5.2.3.2. Minutes of meetings

Minutes of the Board of Directors meetings shall be written by the Secretary-General which shall address them promptly for comments and/or approval, to all Directors. Comments and/or approval shall be returned to the Secretary-General within fourteen (14) calendar days. Failure by a Director to reply by the due date will be deemed as acceptance of the minutes by the Director.

5.2.4. Quorum and representation

See Articles 5.3.5.4 and 5.3.5.6 of the Articles of Association.

5.2.5. Decision modalities and voting rights

5.2.5.1. Adoption of decisions during Board of Directors Meetings (oral decisions)

The Directors shall, to the extent possible, make decisions by consensus

See also Articles 5.3.5.4, 5.3.5.5 and 5.3.5.6 of the Articles of Association.

5.2.5.2. Adoption of decisions outside Board of Directors Meetings (written decisions)

Decisions within the powers of the Board of Directors, except the decisions referred to in Article 5.3.4.2, (xv) of the Articles of Association, may be taken by written means outside Board of Directors meetings. An invitation to vote on decision proposals for the Association relating to the matters set out in Article 5.3.4.2 of the Articles of Association shall be submitted by the Secretary-General to the Directors. Such proposals shall be set out in (a) separate document(s).

The Secretary-General shall address this(ese) document(s) promptly, for comments and/or approval, to the Directors. The document shall be duly executed by all of the Directors and, as far as they are concerned, by the Secretary-General and/or the Trustee (as the case may be) before the proposal is implemented. Comments and/or approval shall be returned to the Secretary-General within the time limit specified in the invitation to vote, which shall be at least fifteen (15) calendar days. All the communications referred to in the two previous paragraphs may be made by e-mail.

The validation or rejection of the decision proposals shall be determined by the Secretary-General following the conditions set out in Articles 5.2.4 and 5.2.5.1 of these Internal Rules. No reply by the due date will be taken as signifying acceptance and tacit consent.

5.2.6. President and Vice-President

See Article 5.3.2 of the Articles of Association.

The President shall coordinate the Board of Directors and organize its work with the assistance of the Secretary-General.

In the event a quick decision needs to be taken, and as long as this decision is in compliance with guiding principles and instructions of the Board of Directors and with the budget approved by the General Assembly for that year, the President, or in his absence the Vice-President, of the Board of Directors shall be entitled to make emergency decisions without requiring the prior approval of the Board of Directors or the General Assembly, Platforms or Chemicals Management Related Platforms . Any such decision shall however be duly documented in the applicable project plan by the Secretary-General, including any financial or practical consequence the latter may have, in order to be communicated to the Board of Directors and the concerned General Assembly, Platforms or Chemicals Management Related Platforms within one week.

5.2.7. Treasurer

5.2.7.1. Designation of the Treasurer

See Article 7.4 of the Articles of Association.

5.2.7.2. Role of the Treasurer and accounting principles

The Treasurer shall operate in strict compliance with any applicable provision of the Articles of Association and Internal Rules of the Association, and in particular with any mandate(s) given by the Board of Directors.

The Treasurer shall conduct all normal accounting activities of the Association, to the exclusion of those accounting activities exclusively attributed to the Board of Directors or the Secretary-General. It shall maintain the Association's accounts and accountancy in accordance with generally accepted auditing and accounting principles consistently applied and shall in particular:

(i) follow up the progress in the financial activities of the Association;
(ii) maintain full and accurate books, records, and accounts that shall, in reasonable detail, transparently, accurately and fairly reflect the cost-sharing accounts of the Members and all transactions of the Association;
(iii) retain such books, record, and accounts for such period of time as may be required by law and thereafter for such period of time as may be reasonable;
(iv) upon decision of the Board of Directors, and with the assistance of the Secretary-General, permit Members reasonable access to such books, records, and accounts for the purpose of providing such information as any such Member may reasonably request;
(v) devise and maintain a system of internal controls sufficient to provide reasonable assurances that transactions of the Association are executed in accordance with required authorisations;
(vi) assist the Secretary-General in preparing regular operating and development plans, annual or periodic budgets, including proposal of annual budget for next years, to the Board of Directors for approval;
(vii) prior to April of each calendar year, provide the Board of Directors with regular annual audited financial statements by external and independent auditors. Such financial statements shall include such appropriate financial information reasonably requested by the Board of Directors;
(viii) review the implementation of the Association's cost allocation scheme or cost-sharing formula, and to propose any changes to it, when requested by the Board of Directors.

All periodic or special reports and filings shall be approved by the Board of Directors prior to filing.

5.3. Secretary-General

5.3.1. Designation of the Secretary-General

See Article 5.3.4.3 of the Articles of Association.

5.3.2. Role of the Secretary-General

See Article 5.3.4.3 of the Articles of Association.

The Secretary-General shall be responsible for daily management in strict compliance with any applicable provision of the Articles of Association and Internal Rules of the Association, and with any mandate(s) given by the Board of Directors.

It shall conduct the day to day business of the Association, to the exclusion of activities exclusively attributed to the Board of Directors, and shall in particular, with the assistance of the relevant Platform(s) and Chemicals Management Related Platform(s) if required:

(i) hold and update as necessary the list of Members of the Association and of their voting rights, of the Platforms and Chemicals Management Related Platforms , the organizational structure and hierarchy of the Association and the organigram and job descriptions of the Association's officers (including the Secretary-General, the Trustee and the Financial Controller).
(ii) coordinate and prepare the decision proposals of the Board of Directors to be submitted to the General Assembly;
(iii) organize (identify and classify) and store the decision proposals and the decisions of the Board of Directors, the decisions of the General Assembly, the proposals of the Platforms and Chemicals Management Related Platforms ;
(iv) present regular operating and development plans, annual or periodic budgets, including proposals of future annual budgets, to the Board of Directors for discussion and approval;
(v) prepare and send the invoices according to the procedure described in Article 12.3 of these Internal Rules;
(vi) follow up the progress of the technical activities of the Association and periodically report on the technical and financial issues to the Platforms and to the Board of Directors;
(vii) provide technical and administrative support to the Platforms, Chemicals Management Related Platforms and to the Board of Directors;
(viii) supervise external consultants and experts;
(ix) supervise and frequently remind the Members to abide by the Competition Law Compliance Guidelines.

To the extent that the Articles of Association and Internal Rules of the Association provide for the collection of data pertaining to the Members of the Association, the Secretary-General shall work in accordance with the European Directive 95/46/EC on the protection of individuals with regard to the processing of personal data within the meaning of Article 2(a) of Directive 95/46/EC (to be replaced by the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data).

6. PLATFORMS AND CHEMICALS MANAGEMENT RELATED PLATFORMS

6.1. Constitution

The General Assembly, upon proposal of the Board of Directors, may set up Platforms, Chemicals Management Related Platforms and *ad hoc* projects of which it defines the composition, the mission, the power and the operating procedures.

The Platforms, Chemicals Management Related Platforms and *ad hoc* projects must be part of the Association's core business, namely chemicals management, or have a direct impact on the core business of the Association. However, if Members demonstrate a common interest for an issue not directly impacting the Association's core business and not handled by other associations, the General

Assembly can decide to include such type of platforms/projects in the Association's business plan upon recommendation of the Board of Directors.

Platform, Chemicals Management Related Platformor *ad hoc* project can be proposed by a Member or by the Secretary-General.

In order for the General Assembly to set up a Platform, Chemicals Management Related Platform or *ad hoc* project, it must be of interest for at least three (3) Members.

Members A and Members B undertake to join at least the Sustainability and Communication & advocacy Platforms.

6.2. Members of the Platforms and Chemicals Management Related Platforms

6.2.1. Platforms

In addition to the mandatory adhesion to the Sustainability and Communication & advocacy Platforms, Members A and Members B of the Association can voluntarily decide to join a Platform set up by the Board of Directors in accordance with Article 6.1 of these Internal Rules, other than Chemicals Management Related Platform.

Any Member A or Member B deciding to join an additional Platform(s) shall bear the obligation to financially contribute to such Platform(s) in accordance with Articles 12.1 and 12.3 of these Internal Rules and to actively participate to its work and activities.

6.2.2. Chemicals Management Related Platforms

Only Members A of the Association having to comply with the REACH Regulation requirements can voluntarily decide to join a Chemicals Management Related Platform set up by the Board of Directors in accordance with Article 6.1 of these Internal Rules.

Membership A shall be opened to any company that meets one or more of the criteria set out in (a) and (b) below:

The company must be either:

(a) a Potential Registrant, whether a Manufacturer or Importer of (a) Substance(s) or Isolated Intermediate(s) covered by the Articles of Association and Internal Rules of the Association and established in the EU; and/or
(b) a Non-EU Manufacturer of (a) Substance(s) or Isolated Intermediate(s) covered by the Articles of Association and Internal Rules of the Association represented in the Association either by an Only Representative or not.

Members A participating to Chemicals Management Related Platform(s) related to REACH registration shall be responsible for providing to the Trustee the information which establishes their subjection to the REACH Regulation, and their membership to one or more of the Chemicals management related platforms , as the case may be. The Trustee is entitled to verify this information as necessary.

Any Member A deciding to join a Chemicals Management Related Platform(s) shall bear the obligation to financially contribute to such Chemicals Management Related Platform(s) in accordance with Articles 12.1 and 12.3 of these Internal Rules and to actively participate to its work and activities.

6.2.3. Platforms and Chemicals Management Related Platforms lists

The Secretary-General together with the Trustee shall hold separate Platforms and Chemicals Management Related Platforms lists (which shall be updated whenever necessary) of those Members A and Members B voluntarily deciding to join such Platforms, and in respect of Chemicals Management Related Platforms, of those Members A being subject to the REACH Regulation requirements for Silver, for Gold, for Precious Metals Cyanides, for Platinum, for Palladium, for Iridium,

for Rhodium, for Ruthenium, for Rhenium (and compounds thereof), and for Refinables, in accordance with the content of the individual declarations made by each Member A at the time of admission to the Association, in the format presented in Appendix 2 or afterwards updated to the Trustee.

6.2.4. Voting rights based on vested interest

As referred to in Article 5.1.6 of these Internal Rules, the members of a Platform or of a Chemicals Management Related Platform shall exclusively be entitled to vote as regards decisions of the General Assembly related to the concerned Platform or Chemicals Management Related Platform.

6.3. Role of the Platform(s) and Chemicals Management Related Platform(s)

The Platforms and Chemicals Management Related Platforms shall *inter alia* be entitled to submit to the Board of Directors proposals and/or recommendations regarding items requiring decisions of the Board of Directors, or regarding items to be submitted to the General Assembly by the Board of Directors.

6.4. External independent expert(s)

If approval and a budget have been granted by the Board of Directors as more referred to in Article 5.2.2 (xv) of the Articles of Association, the Secretary General may appoint external independent experts to assist the Platforms and Chemicals Management Related Platforms in their mission. The choice of the experts shall be determined in agreement with the concerned Platform or Chemicals Management Related Platform.

7. TRUSTEE

7.1. Designation of the Trustee

See Article 5.4 of the Articles of Association.

The remuneration of the Trustee shall be allocated to the concerned projects referred to in Article 12.1 of these Internal Rules.

7.2. Role of the Trustee

The Trustee is responsible for:

(a) receiving, collecting, recording and aggregating any information, including Confidential and proprietary Information, as well as sensitive business secrets and other information which if disclosed to another Member(s) might be regarded as a breach of Competition Law, and thereafter circulating and disclosing sufficient and appropriate information, as required for the purposes of the Articles of Association and Internal Rules of the Association;

(b) holding and updating as necessary, separate lists enclosing those Members who are subject to compliance with the REACH Regulation requirements for relevant Chemicals Management RelatedPlatforms.

The role and tasks of the Trustee are further described in Appendix 7 “Undertakings of the Trustee”.

For the avoidance of doubt, no provision in these Internal Rules, the Articles of Association or in any other document shall oblige the Trustee to disclose any Confidential Information as defined in Article 1 of these Internal Rules and in Appendices 6 and 7, to the Board of Directors, the Members or any other member or third party other than the Agency.

8. LEAD REGISTRANTS

8.1. Designation of the Association’s Lead Registrant(s)

The Association's Lead Registrant(s) for each Substance and Isolated Intermediate is(are) proposed by the relevant Chemicals Management Related Platform and is(are) designated and may be replaced by decision of the concerned Chemicals Management Related Platform. The Association's Lead Registrant(s) shall be Member(s) of the Association, unless otherwise decided by the Board of Directors. If a Member, the Association's Lead Registrant(s) shall, without prejudice to Article 13.5 of these Internal Rules, be subject to the same rights and obligations as the other Members, in particular regarding confidentiality obligations. The Association's Lead Registrant(s) shall complete and sign the Declaration of Commitment provided in Appendix 9. In the event the Association's eligible Lead Registrant wishes to withdraw from this role, a notification shall be sent to the Secretary-General without undue delay and must wait for the appointment of a new Lead Registrant to formally withdraw from its position. In case of a Lead Registrant becomes illegible, the ECHA's guidance applicable at the time of withdrawal and related to the replacement of the Lead Registrant(s) must be followed. The Secretary-General shall invite the concerned Chemicals Management Related Platform to elect a new Lead Registrant without delay. Any request for change in the Declaration of Commitment shall be duly communicated to the Secretary-General, who shall inform the concerned Chemicals Management Related Platform and launch the required decision-making, if applicable.

8.2. Role of the Association's Lead Registrant(s)

In accordance with the REACH Regulation, the Association's Lead Registrant(s) shall:

(i) create a joint submission object on REACH-IT, communicate the name and token security number of this joint submission object to the Trustee, and submit the joint Registration Dossier containing, where relevant and applicable, the information required by REACH in the format specified by the Agency and as approved by the concerned registrants to the Agency on behalf of the Members, including their respective Affiliates which have to register the concerned Substance or Isolated Intermediate, on the date determined by the Board of Directors.

(ii) not modify the "joint part" of the Registration Dossier without the prior approval of the concerned registrants.

(iii) together with the Trustee, ensure that Confidential Information in the Registration Dossier is marked or identified as such and shall submit to the Agency any requested justification for non-disclosure of Confidential Information in the Registration Dossier.

(iv) submit a copy of the full Registration Dossier as submitted to the Agency to the Trustee within one week of its submission to the Agency.

(v) submit to the other Members who have contributed to the Registration Dossier for any particular Substance or Isolated Intermediate, within one week of its submission to the Agency:
- a copy of all the non-confidential Information in the Registration Dossier as submitted to the Agency;
- a copy of those parts of the Registration Dossier as submitted to the Agency, that each contributing Member is entitled to, based on the Substance and tonnage bands declaration that it has provided to the Trustee at the time of admission, or otherwise updated to the Trustee (and consequently has paid for according to the cost-sharing formula set out in Appendix 8).

(vi) forward to the Members concerned, through the Secretary-General, any communication received from the Agency.

(viii) Update Registration Dossier when needed or required by the Agency, after approval by the concerned registrants.

9. FINANCIAL CONTROLLER

See article 7.5 of the Articles of Association

Furthermore, the Financial Controller shall work in close collaboration with the Treasurer. The Financial Controller shall be involved in reviewing the audited annual accounts.

10. INFORMATION AND DATA SHARING

10.1. Right of access and use to existing Information - Ownership of existing Information

10.1.1. Confidentiality

Subject to compliance with the confidentiality provisions of these Internal Rules, the Members A who join a Chemicals Management Related Platform undertake to provide the Association, through the Trustee when higher degree of confidentiality is required, with any existing Information of interest for achieving the purposes of the Association, for no additional cost.
Each Member A joining a Chemicals Management Related Platformshall inform the Trustee on the confidential nature of any Information, and in particular those that can not be made public pursuant to Article 119 of the REACH Regulation. The sensitivity of the Information depends on the subjective assessment of its holder; confidentiality must therefore be granted whenever a Disclosing Member considers that the Information to be disclosed is sensitive.

10.1.2. Property rights

Property rights (including intellectual property rights – "IPR") applicable to an existing Information made available in accordance with these Internal Rules shall remain with the Member A who provided the Information. However, the other Members A shall have the right to use the Information for the purpose of complying with the requirement(s) of the REACH Regulation, provided that they have paid their share of the Association's costs according to the cost-sharing formula as more referred to in Article 12 and Appendix 8 of these Internal Rules. This right of use shall extend to Affiliates of Members A as specified in the Signature folio presented in Appendix 1, at the time of admission or otherwise updated to the Secretary-General.

The Members undertake to respect the IPR of each Member (whether existing prior to the date of admission to the Association or acquired subsequently) and not to commit any act or omission which might prejudice a Member in the exercise or preservation of infringements of a Member's IPR.

10.1.3. Rights to use, cite or refer to

The Member A who initially provided existing Information to the Association may, at its sole discretion, allow other Members A to use, cite or refer to this Information for purposes other than fulfilling the requirements under the REACH Regulation.

Rights to use (including to cite, or refer to) existing Information granted by the Association to third parties within the context of the REACH Regulation, for instance through a Letter of access or a License to use, shall be subject to prior written approval from, and appropriate compensation to the Member(s) who initially provided the Information to the Association.

The submission of existing Information, owned by one (or several) Member(s) A and one (or several) third party(ies), can only be made available to the Association or its Members following prior written approval of all the owners.

The suspended, terminated or resigning Member A shall retain the ownership rights of the existing Information it provided to the Association. The other Members A and the third parties having executed a Letter of access or a License to use with the Association shall be entitled to continue to use and/or to refer to the existing Information made available by the suspended, terminated or resigning Member A under the conditions specified in the Articles of Association and the Internal Rules of the Association.

10.1.4. Licensing

The Board of Directors may decide to license from any third party existing Studies or Information that may assist Members A for the purpose of registration or classification. Such license shall be concluded by the Board of Directors, under conditions agreed by the Board of Directors. The Members A shall have the right to use such jointly licensed Information to the extent they share individually the license costs in accordance with the cost-sharing formula agreed upon, which is described in Appendix 8 hereto.

10.2. Ownership and use of New Information

10.2.1. Ownership and use in the Association

The Members A shall have joint ownership of the Information generated or developed by the Association pursuant to the Articles of Association and Internal Rules of the Association to the extent that they share individually the costs of the concerned Information in accordance with the cost-sharing formula provided in Appendix 8.

Members A and their Affiliates shall have the right to use such Information for the purpose of discharging any regulatory obligations (which for the avoidance of doubt shall not be confined to obligations under the REACH Regulation) provided that the Secretary-General is promptly notified of the purpose for which the Information is to be used by the Member(s) or its Affiliate(s). In the event a Member A or its Affiliate(s) wishes to use such Information for any other purpose, the Board of Directors shall be promptly informed (and be given full details of the proposed use) and invited to vote on the acceptability of such proposal in accordance with Article 5.2.5 of these Internal Rules.

Unless otherwise decided by the Board of Directors, the suspended, terminated or resigning Member A shall no longer be entitled to make use of the Information generated or developed by the Association. Any suspended, terminated or resigning Member A acknowledges and agrees that the other Members A and the third parties having executed a Letter of access or a License to use with the Association shall be entitled to continue to use and/or to refer to the Information.

10.2.2. Use by third parties

The Board of Directors may decide to grant to third parties the right to use (including to cite, or refer to) new Information under terms and conditions to be mutually agreed on. Such third parties shall then execute a “Letter of access” or a “License to Use”.

11. CONFIDENTIALITY - NON-DISCLOSURE AND NON-USE OF CONFIDENTIAL INFORMATION

Each Member A joining a Chemicals Management Related Platform agrees to be bound by the provisions of the Confidentiality, Non-Use and Non-Disclosure Agreement, a copy of which is attached hereto as Appendix 6 and which forms an integral part of these Internal Rules.

Confidential Information disclosed to the Trustee is subject to a higher degree of confidentiality as set out in Appendix 7.

12. FINANCIAL RIGHTS AND OBLIGATIONS

The Members shall bear the Association costs jointly as provided in the Articles of Association and in these Internal Rules. Affiliates of a member of a Chemicals Management Related Platform do not have any financial right or obligation providing that the Member which is representing them in the Association has paid its share of the costs according to the applicable conditions for the cost-sharing formula presented in Appendix 8.

12.1. Budget of the Association

The budget of the Association shall be prepared by the Secretary-General on an annual basis, discussed at the concerned Platform and Chemicals Management Related Platform level, and subsequently within the Board of Directors. The budget of the Association is approved by the General Assembly in accordance with Article 5.2.2 (x) of the Articles of Association.

The budget of the Association shall bear costs elements for each Platform, Chemicals Management Related Platform and *ad hoc* project. Each applicable cost shall be borne by each concerned individual Platform or Chemicals Management Related Platform as further referred to in Articles 6.2.1 and 6.2.2 of these Internal Rules and in Appendix 8.

12.1.1. Applicable costs

The Association costs shall include:

12.1.1.1. Administrative costs

Administrative costs shall be composed of, *inter alia*, human resources including the Secretary-General, the Administrative personnel, office costs, meeting and travel costs, General Assembly costs, Membership fees, Accountancy fees, External Legal Counsel fees, etc.

12.1.1.2. Platforms and Chemicals Management Related Platforms costs

The Platforms costs shall be composed of:

(a) costs relating to the management of the Platforms;
(b) remuneration of the managers and consultants;
(c) remuneration of the external and independent experts.

The Chemicals Management Related Platforms costs related to REACH registration shall be composed of:

(a) costs relating to the management of the Chemicals Management Related Platforms;
(b) Information and Study(ies) licensed from a Disclosing Party as referred to in Article 10.1.4;
(c) remuneration of the scientific managers and consultants;
(d) remuneration of the external and independent experts;
(e) performance of the tests to comply for the REACH Regulation requirements;
(f) the cost of the samples of Substances or Isolated Intermediates which are provided by the Members in order to be used as reference materials in the test programme. In the event a Member provides the Association with a sample in order to be used in any of the tests commissioned by the Association to a third party in the context of any of the precious metals or rhenium projects, this Member shall be reimbursed by the concerned Chemicals Management Related Platform for the cost of the sample (calculated based on the concentration of precious metal or rhenium, respectively) as well as for the manufacturing, shipment and associated insurance costs, etc. as appropriate. The reimbursement shall be done on the basis of an invoice sent by the concerned Member to the Secretary-General indicating the cost of the sample based on its precious metal or rhenium content, the cost of the associated insurance, and the cost of the transportThe Association reserves the right to proceed to an independent evaluation of the cost charged by each sample provider.

12.1.2. Cost-sharing

See Appendix 8 of these Internal Rules

12.2. Registration costs and other ECHA fees

The registration fee(s) per registered Substance or Isolated Intermediate and/or any other fee(s) due to the Agency shall be borne by each legal entity to which they apply. Such fees are not included in any of the costs of the Association.

12.3. Invoicing

As described in Article 5.3.2 (vii) of the Internal Rules, invoicing shall be performed by the Secretary-General of the Association.

Invoices shall be sent once a year, in March, to the Members, by e-mail, to the address specified by the Member in its Signature folio or otherwise updated to the Secretary-General. The Secretary-General shall immediately electronically notify the nominated Representative of the Member on such invoicing. In the event the Representative has not received the electronic notification on time, unless

previously advised of the delay by the Secretary-General, the Representative shall promptly inform the Secretary-General.

12.4. Payments and non-payment procedure

Members shall pay their due sum to the bank account number specified in the invoice not later than two (2) months after reception of the invoice.
The Secretariat will follow the below procedure in case of non- payment:

1. One day after the due date, a first reminder is sent to the official representative, copying the EPMF Secretary General, informing the official representative that the invoice is overdue and that the invoice should be paid within ten days.
2. Ten days after the first reminder, a second reminder is sent to the official representative, copying other contact persons if possible and the EPMF Secretary- General, informing them that there was no reply after the first reminder.
3. After the second reminder has been sent, the secretariat in charge calls the official representative and a follow-up email is sent, copying the Secretary-General, to summarise the situation and to ask them to pay the invoice within 10 days. Failing to pay, a non-payment procedure will be started.
4. Thirty days after the first reminder, a third reminder is sent to the official representative, copying other contact persons if possible and the EPMF Secretary General, informing them that the Board of Directors will start a non-payment procedure if the Secretariat do not hear from them immediately.
5. Once the Board has been informed, a formal letter is sent by email and by registered letter on behalf of the EPMF President/Board.
6. If no payment/reply has been received after the formal letter, the Board can decide to inform the Assembly and to proceed to the exclusion of the member/LoA holder in breach.

13. LIABILITY

13.1. Liability of Members

The Members are liable for themselves and for their Affiliates.

Each Member A having joined a Chemicals Management Related Platform and its Affiliates shall comply, in an appropriate and timely manner, with all provisions of the REACH Regulation that are required of it as well as those under this Agreement.

The Members and their Affiliates are required to exercise due care and diligence vis-à-vis other Members in observing the rights and obligations arising from the Association's Articles of Association and Internal Rules. In case of failure to exercise due care and diligence, Article 11 of the Association's Articles of Association shall apply. Subject to the other provisions of Association's Internal Rules, the Members shall be liable to each other only in respect of wilful misconduct, fraud, and gross negligence.

In any case, the liability of each Member shall be several and not joint.

13.1.1. Liability related to use of Information

The Members shall not be held liable for the respective misuse by other Members of Information they made available or developed in the Association framework. Each Member shall be held fully liable for its own misuse of Information made available or developed in the Association.

13.1.2. Liability related to the provided Information

Members shall assume liability for the accuracy or correctness of the Information they provide in the frame of the Association activities, only in case of wilful misconduct, fraud, and gross negligence of the providing Member.

13.1.3. Liability related to the fulfilment of REACH Regulation's requirements

Each Member A having joined a Chemicals Management Related Platform is responsible for complying with its rights and obligations according to the REACH Regulation, in as much as these rights and obligations are not expressly transferred to other Members of the Association, or to the Association, in accordance with Association's Articles of Association and Internal Rules. This applies in particular to the Information submitted to the Agency within the Pre-Registration and in the Registration Dossier by each Member, the payment of the registration fee(s) as well as to communication with Downstream Users in the supply chain.

13.1.4. Sole liability of Members

Each Member is solely liable vis-à-vis third parties within the scope of its responsibility, with respect to its activities and obligations within (and outside) the scope and purpose of the Association, in connection with any loss, damage or injury to third party resulting from its own fault or negligence.

13.1.5. Indirect liability

Save where there has been a breach of the Confidentiality Agreement of Appendix 6, no Member shall in any circumstances (whether in contract, tort (including negligence) or otherwise) be liable to another Member for any loss of profit or loss of margin (in each case whether direct or indirect) or for any indirect, consequential, contingent or special damages (whether for loss of use, loss of business or contracts, depletion of goodwill or otherwise).

13.2. Liability of the Secretary-General

13.2.1. Secretary-General's liability vis-à-vis Members

The Secretary-General is accountable and shall report to the Board of Directors and to the General Assembly for the achievement of its purposes as defined in Article 5.3.2 of these Internal Rules.

13.2.2. Secretary-General's liability vis-à-vis third parties

The Secretary-General shall bear no individual responsibility or liability for its actions taken in its capacity of Secretary-General, with the exception of wilful misconduct, fraud, and gross negligence, in unlawful actions or serious actions incompatible with its mandate. Save in respect of the Secretary-General's wilful misconduct, fraud, or gross negligence, liability for the acts and omissions of the Secretary-General is shared equally between the Members.

13.3. Liability of the Trustee

The Trustee is fully responsible for any breach of its obligations under the Articles of Association and Internal Rules of the Association, and especially those stated in Appendix 7 "Undertakings of the Trustee". The Trustee is encouraged to acquire professional liability insurance, whose cost and eventual deductible shall be added to the Trustee's fees.

13.4. Liability of the Treasurer and Financial Controller

13.4.1. Treasurer and Financial Controller's liability vis-à-vis Members

The Treasurer and Financial Controller are accountable and shall report to the Board of Directors for the achievement of their purposes as defined in Articles 5.32 and 9.2 of these Internal Rules.

13.4.2. Treasurer and Financial Controller's liability vis-à-vis third parties

The Treasurer and Financial Controller shall bear no individual responsibility or liability for their actions taken in its capacity of Treasurer and Financial Controller, with the exception of wilful misconduct, fraud, and gross negligence, in unlawful actions or serious actions incompatible with their mandates.

13.5. Liability of the Association's Lead Registrant(s)

The Association's Lead Registrant(s) shall not be liable to third parties to an extent more than liability of the Members, except:

(a) in respect of liability attributable to its (their) wilful misconduct, fraud, and gross negligence as Association's Lead Registrant(s); and

(b) in respect of liability attributable to its (their) role of Association's Lead Registrant according to which the Association's Lead Registrant(s) shall be liable to the Members A with whom it(they) is(are) preparing and submitting a Registration Dossier to the Agency for a Substance or Isolated Intermediate.

14. DECISION-MAKING AND CONFLICT OF INTEREST

Except where a voting procedure is foreseen in these Internal Rules or in the Articles of Association of the Association, decisions are taken on a consensus basis.
In the event of a conflict between interests of the Association and one or several of its Members or between two or more Members of the Association, the decisions and actions of the Association will always be in line with the purpose and objectives of the Association, as outlined in these Internal Rules and in the Articles of Association of the Association.

15. COMMUNICATIONS

The Secretary-General shall regularly communicate with the Members in order to keep them informed on new topics, on-going activities, progress of agreed actions, etc. When resources allow it, formal newsletters, flash info sheets and briefings should be prepared and circulated to Members. Key documents should be made available to Members via emails, upon request to the Secretary-General or on the Member's pages of the website.

16. ACCOUNTS OF THE ASSOCIATION

Unless otherwise decided by the Board of Directors, association's monies are saved on a regular account and three saving accounts at the bank CBC Banque Centre Public et Non-Marchand 2800 (Boulevard du Souverain 36 box 10, 1170 Brussels, BELGIUM).

The Association's accounts undergo an annual audit performed by an external auditor approved by the General Assembly in order to validate and adjust the accounts and the management of the accounts of the Association.

When a budget is predicted in order to formulate a budget proposal, each item of the Association's budget may be subject to an annual increase equivalent to the annual inflation rate of Belgium in addition to other budget augmentation needs, as recommended by the Treasurer.

The Secretary-General and the Treasurer are responsible for preparing short-, medium-, and long-term budget estimates in accordance with the working priorities and associated resource requirements. During budget monitoring, if an exceedance appears likely, the Secretary-General and the Treasurer must inform the Board of Directors as soon as possible, who will then seek approval from the General Assembly to adapt the budget in accordance with the Articles of Association and the Internal Rules of the Association.

17. PROCEDURES AND PROTOCOLS OF THE ASSOCIATION

17.1. Meetings and conference calls

As much as possible, physical meetings taking place in the same location should be organised back-to-back to minimise travel and accommodation costs.
In the event of a meeting, meeting held through any electronic means or conference call of the Board of Directors, General Assembly or any of its Platforms or Chemicals Management Related Platforms, the agenda and support materials must be sent to the participants in accordance with the requirements provided in the Articles of Association and Internal Rules and at least one (1) week before the date of the meeting or conference call.

During physical meetings, and where appropriate, participation by video conference or conference call should be facilitated by providing call-in details, a web-conference link and any relevant information prior to the meeting.

The meeting or conference call must be chaired by the designated chairperson. The extent and detail with which the conclusions, summary or minutes of the meeting or conference are prepared are left to the discretion of the Secretary-General and the chairperson of the meeting or conference, who shall be in a position to judge which parts of the discussion should be reported in detail and which can be reported in a summarised manner. The minutes shall be circulated shortly after the meeting or conference and participants shall be invited to comment on the minutes and comments and/or approval shall be returned to the Secretary-General within fifteen (15) calendar days.

17.2. Approval of expenditures

The Association's monies and reserves cannot be used for matters not previously approved by the General Assembly, or by the Board of Directors, in the event an *ad hoc* investment is required. On a regular basis, monies available on the Association's regular bank accounts shall be transferred to the Association's savings bank account.

The need for funds additional to the budget approved by the General Assembly for that financial year shall be presented to and approved by the General Assembly again when there are no reserves available. In case there would be reserves available, the need for funds additional to the budget approved by the General Assembly for that financial year shall be approved by the Board of Directors and the General Assembly shall be informed hereof.

A quarterly financial report of the Association's accounts will be sent for approval to the President or (in his absence) the Vice-President and to the Treasurer.

Sign-off of the Association's Officers expenditures shall be done by the Secretary-General.

Before invoices to the Association are paid, these shall be approved by the Secretary-General. For transactions superior to fifty thousand euros (50.000 €), the President or (in his absence) the Vice-President, or the Treasurer shall approve the payment via a secured electronic mechanism/bank rule.

More details on the actual the Association's budget management are available in the relevant workplan and are available upon request.

17.3. Approval of travelling

EU Travels performed by the officers or staff of the Association are approved by the Secretary-General. Travels outside the EU must be approved by the Secretary-General and by the (Vice-) President.

17.4. Approval of contracts

Request for approval of contracts should be sent by the Project Manager to the Chair(s) of the Work Group and the Secretary General. Approval of both the chair(s) and the Secretary General must be recorded in writing. An email confirmation is sufficient.

The signature of contracts below 50.000 € can be done by the Project Manager (being an EPMF staff member) **or** the Secretary General.

The signature of contracts above 50.000 € can only be done by the Secretary General or the President/Vice-President in case of absence of the Secretary-General.

17.5. Signing authority

Correspondence with the Members may be signed by the Secretary-General or another officer of the Association in the event of communications relative to specific topics. In matters of special importance (e.g. with significant legal or cost implications) the Secretary-General or the officers are expected to consult the President or Vice-President first.
Correspondence with third parties (e.g. other Associations, external consultants, European authorities, etc.) should be signed by the Secretary General or the President (or the Vice-President, in his absence). Signature by the President (or the Vice-President, in his absence) shall be required especially if a commitment to expenditure or a position on any sensitive issue are involved.

17.6. Publications

Any publication (presentations, brochures etc.), which represent the opinion of the Association on any significant issue must be approved by the Board of Directors in advance.

As regards the publication of formal decisions of the Board of Directors and/or general Assembly in the Belgian Gazette, such as but not limited to the publication of updated Articles of Association, the following steps and items must be collected to ensure a valid publication:

(a) Preparation, and signature by all Members, of the minutes of the Board of Directors and/or General Assembly meeting where the publication was approved;

(b) Preparation of a proxy to be completed and signed by each Member delegating its notarial signature power to another Member (e.g. the President), as relevant;
Power of attorney from each Member confirming the representation and signatory power of the signatory of the above proxy, for matters related to the Association. Additionally, the following documents may be requested:
- Copy of ID Cards of signatories (+ Personal address of signatories if not on ID Card); and
- Copy of registration of Member under national law (or Assembly meeting minutes confirming the existence of the entity if not registered by law).

(d) Meeting of the signatory(ies) with the notary in Belgium for signature of the decision to be published in the Belgian Gazette;

(e) Publication in the Belgian Gazette and payment of associated fees.

18. APPENDICES

Appendix 1: Signature folio (template).
Appendix 2: Substance and tonnage band declaration (template).
Appendix 3: Definitions of Article 3 of the REACH Regulation.
Appendix 4: Substance(s) and Isolated Intermediate(s) covered by the Association.
Appendix 5: List of Platforms and Chemicals Management Related Platforms.
Appendix 6: Confidentiality, Non-Use and Non-Disclosure Agreement.
Appendix 7: Undertakings of the Trustee (template).
Appendix 8: Cost sharing.
Appendix 9: Lead Registrant Duties, Responsibilities and Declaration of Commitment.
Appendix 10: Code of Conduct of the EU Transparency Register.
Appendix 11: Code of Conduct of the Association.
Appendix 12: Competition Law Compliance Guidelines.

APPENDIX 1

Signature folio (template)

IMPORTANT NOTICE

- *This Signature folio shall be submitted by each Member to the Secretary-General and shall validate the membership status of the Member to the Association as of the date first mentioned above the signature.*
- *The content of this folio shall remain with the Secretary-General and shall be kept confidential according to the provisions set out in the Confidentiality, Non-Use and Non-Disclosure Agreement presented in Appendix 6 of these Internal Rules unless the signatory of this Folio indicates otherwise.*
- *The content of this folio will be used by the Secretary-General to determine which legal entities represented by a Member of the Association are entitled to appear as legitimate registrants for the purpose of joint submission.*
- *The Secretary-General acknowledges that the information provided at the time of the admission to the Association may evolve with time and that some updates to the folio might eventually be required. The Secretary-General shall however be promptly informed on any change in the data provided by the Member in this folio. The Association cannot undertake to take changes into account in all cases.*

Information box 1	INFORMATION ON THE MEMBER
Name:	
Registered address:	
Phone number(s):	
Fax number(s):	
Website:	
Invoicing address:	
VAT number:	

Information box 2	INFORMATION ON THE AFFILIATES REPRESENTED BY THE MEMBER	
	Name	Address
1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. …		

Information box 3	INFORMATION ON THE ASSOCIATION REPRESENTATIVE OF THE MEMBER AND HIS/HER SUBSTITUTE
REPRESENTATIVE	
Name:	
Position:	
Professional address:	
Professional phone number(s):	
Professional fax number(s):	
Professional e-mail address:	
SUBSTITUTE	
Name:	
Position:	
Professional address:	
Professional phone number(s):	
Professional fax number(s):	
Professional e-mail address:	

Information box 4	INFORMATION ON THE SIGNATORY OF THE ASSOCIATION'S ARTICLES OF ASSOCIATION AND INTERNAL RULES
Name:	
Position:	
Professional address:	
Professional phone number(s):	
Professional fax number(s):	
Professional e-mail address:	

I, acting as Signatory on behalf of [_____] and of its Affiliates as presented above, execute the Association's Articles of Association and Internal Rules as of the date first mentioned above my signature:

Date: _____

Signature: _____

APPENDIX 2

Substance and tonnage band declaration (template)

IMPORTANT NOTICE

- *This declaration shall be submitted by each Member A to the Trustee at the time of admission to the Association.*
- *Template tables for listing and describing those Precious Metals and/or Rhenium Substances and Isolated Intermediates which are subject to be registered by the Member A and/or by one or more of its Affiliates under the REACH Regulation, and for listing those studies or articles on Precious Metals and/or Rhenium which are available to the Member A or to one or more of its Affiliates (Table 1 and Table 2) are available on request from the Trustee. Table 1 and Table 2 together with Appendix 1 and 2 and the signature pages of the Articles of Association and of Internal Rules, must be completed, signed and submitted to the Secretary-General of the Association in order to be eligible for Membership A.*
- *The content of this declaration shall be kept confidential and remain with the Secretary-General and Trustee who are entitled to use it to: (a) define the scope of each Association project; (b) calculate the appropriate applicable project costs-share of the Member, pursuant the cost-sharing formula defined in Article 12 and in Appendix 8 of these Internal Rules; and (c) determine the Substance or Isolated Intermediate and the corresponding tonnage band for which a copy of the Registration Dossier must be sent to the Member for the purpose of joint submission as per article 8.2 (v).*
- *The process of adding Substances and/or Isolated Intermediates to and changing the tonnage bands of this declaration after signature will be according to the selection criteria and decision tree in Appendix 4, as well as according to the work programme in course/work in progress.*
- *The Secretary-General shall be promptly informed on any change in the data provided by the Member A in this declaration and at the latest, by 31st July of each year, before the costs of the Association are prepared, presented and approved at the General Assembly meeting which immediately precedes the invoicing period for which the updated declaration shall be applied.*
- *In the event the update of a Member A involves additional work for past phases of a specific project of the Association, the costs associated to such work shall be borne by the Member A having submitted the given update. The past shares of such Member A shall be re-calculated according to the cost-sharing formula and adjusted as appropriate so the Member A can reimburse the Association accordingly.*
- *In the event a potential registrant wishes to join the Association for a Substance or Isolated Intermediate which is already part of the scope of a Association project but resident in a lower tonnage band than the tonnage band declared by the potential registrant, the latter shall commit to pay for any additional project work engaged, which is directly linked to the higher tonnage band declared by him. However, should it change its tonnage band or leave the Association, the Association will require the potential registrant to pay for any project work engaged as a consequence of the higher tonnage band.*

INFORMATION ON THE SIGNATORY OF THE SUBSTANCE AND TONNAGE BAND DECLARATION	
Name:	
Position:	
Professional address:	
Professional phone number(s):	
Professional fax number(s):	
Professional e-mail address:	

I, acting as Representative of [_____] and of its Affiliates as defined in Article 1 of these Internal Rules, and providing that the Substances and Isolated Intermediates listed and described in Table 1 and Table 2, respectively, are included in the scope of the Association, as listed in the Association's inventories available on the EPMF's website, declare to join the Association to fulfil the requirements under the REACH Regulation for those Substances and Isolated Intermediates.

I declare that we will not refer to any of the Information of the Registration Dossier which is submitted to the Agency by the Association's Lead Registrant(s) which is not required for the Substances, Isolated Intermediates and tonnage bands declared in Table 1 and Table 2.

Date: _____

Signature: _____

APPENDIX 3

Definitions of Article 3 of the REACH Regulation

1) **Substance:** means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;

2) **Preparation:** means a mixture or solution composed of two or more substances;

3) **Article:** means an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;

4) **Producer of an article:** means any natural or legal person who makes or assembles an article within the Community;

5) **Polymer:** means a substance consisting of molecules characterised by the sequence of one or more types of monomer units. Such molecules must be distributed over a range of molecular weights wherein differences in the molecular weight are primarily attributable to differences in the number of monomer units. A polymer comprises the following:
   (a) a simple weight majority of molecules containing at least three monomer units which are covalently bound to at least one other monomer unit or other reactant;
   (a) less than a simple weight majority of molecules of the same molecular weight.
   In the context of this definition a "monomer unit" means the reacted form of a monomer substance in a polymer;

6) **Monomer:** means a substance which is capable of forming covalent bonds with a sequence of additional like or unlike molecules under the conditions of the relevant polymer-forming reaction used for the particular process;

7) **Registrant:** means the manufacturer or the importer of a substance or the producer or importer of an article submitting a registration for a substance;

8) **Manufacturing:** means production or extraction of substances in the natural state;

9) **Manufacturer:** means any natural or legal person established within the Community who manufactures a substance within the Community;

10) **Import:** means the physical introduction into the customs territory of the Community;

11) **Importer:** means any natural or legal person established within the Community who is responsible for import;

12) **Placing on the market:** means supplying or making available, whether in return for payment or free of charge, to a third party. Import shall be deemed to be placing on the market;

13) **Downstream user:** means any natural or legal person established within the Community, other than the manufacturer or the importer, who uses a substance, either on its own or in a preparation, in the course of his industrial or professional activities. A distributor or a consumer is not a downstream user. A re-importer exempted pursuant to Article 2(7)(c) shall be regarded as a downstream user;

14) **Distributor:** means any natural or legal person established within the Community, including a retailer, who only stores and places on the market a substance, on its own or in a preparation, for third parties;

15) **Intermediate:** means a substance that is manufactured for and consumed in or used for chemical processing in order to be transformed into another substance (hereinafter referred to as "synthesis"):
    (a) **Non-isolated intermediate:** means an intermediate that during synthesis is not intentionally removed (except for sampling) from the equipment in which the synthesis takes place. Such equipment includes the reaction vessel, its ancillary equipment, and any equipment through which the substance(s) pass(es) during a continuous flow or batch process as well as the pipework for transfer from one vessel to another for the purpose of the next reaction step, but it excludes tanks or other vessels in which the substance(s) are stored after the manufacture;
    (b) **On-site isolated intermediate:** means an intermediate not meeting the criteria of a non-isolated intermediate and where the manufacture of the intermediate and the synthesis of (an)other substance(s) from that intermediate take place on the same site, operated by one or more legal entities;
    (c) **Transported isolated intermediate:** means an intermediate not meeting the criteria of a non-isolated intermediate and transported between or supplied to other sites;

16) **Site:** means a single location, in which, if there is more than one manufacturer of (a) substance(s), certain infrastructure and facilities are shared;

17) **Actors in the supply chain:** means all manufacturers and/or importers and/or downstream users in a supply chain;

18) **Agency:** means the European Chemicals Agency as established by this Regulation;

19) **Competent authority:** means the authority or authorities or bodies established by the Member States to carry out the obligations arising from this Regulation;

20) **Phase-in substance:** means a substance which meets at least one of the following criteria:
    (a) it is listed in the European Inventory of Existing Commercial Chemical Substances (EINECS);
    (b) it was manufactured in the Community, or in the countries acceding to the European Union on 1 January 1995 or on 1 May 2004, but not placed on the market by the manufacturer or importer, at least once in the 15 years before the entry into force of this Regulation, provided the manufacturer or importer has documentary evidence of this;
    (c) it was placed on the market in the Community, or in the countries acceding to the European Union on 1 January 1995 or on 1 May 2004, before entry into force of this Regulation by the manufacturer or importer and was considered as having been notified in accordance with the first indent of Article 8(1) of Directive 67/548/EEC but does not meet the definition of a polymer as set out in this Regulation, provided the manufacturer or importer has documentary evidence of this;

21) **Notified substance:** means a substance for which a notification has been submitted and which could be placed on the market in accordance with Directive 67/548/EEC;

22) **Product and process orientated research and development:** means any scientific development related to product development or the further development of a substance, on its own, in preparations or in articles in the course of which pilot plant or production trials are used to develop the production process and/or to test the fields of application of the substance;

23) **Scientific research and development:** means any scientific experimentation, analysis or chemical research carried out under controlled conditions in a volume less than 1 tonne per year;

24) **Use:** means any processing, formulation, consumption, storage, keeping, treatment, filling into containers, transfer from one container to another, mixing, production of an article or any other utilisation;

25) **Registrant's own use:** means an industrial or professional use by the registrant;

26) **Identified use:** means a use of a substance on its own or in a preparation, or a use of a preparation, that is intended by an actor in the supply chain, including his own use, or that is made known to him in writing by an immediate downstream user;

27) **Full study report:** means a complete and comprehensive description of the activity performed to generate the information. This covers the complete scientific paper as published in the literature describing the study performed or the full report prepared by the test house describing the study performed;

28) **Robust study summary:** means a detailed summary of the objectives, methods, results and conclusions of a full study report providing sufficient information to make an independent assessment of the study minimising the need to consult the full study report;

29) **Study summary:** means a summary of the objectives, methods, results and conclusions of a full study report providing sufficient information to make an assessment of the relevance of the study;

30) **Per year:** means per calendar year, unless stated otherwise, for phase-in substances that have been imported or manufactured for at least three consecutive years, quantities per year shall be calculated on the basis of the average production or import volumes for the three preceding calendar years;

31) **Restriction:** means any condition for or prohibition of the manufacture, use or placing on the market;

32) **Supplier of a substance or a preparation:** means any manufacturer, importer, downstream user or distributor placing on the market a substance, on its own or in a preparation, or a preparation;

33) **Supplier of an article:** means any producer or importer of an article, distributor or other actor in the supply chain placing an article on the market;

34) **Recipient of a substance or a preparation:** means a downstream user or a distributor being supplied with a substance or a preparation;

35) **Recipient of an article:** means an industrial or professional user, or a distributor, being supplied with an article but does not include consumers;

36) **SME:** means small and medium-sized enterprises as defined in the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;

37) **Exposure scenario:** means the set of conditions, including operational conditions and risk management measures, that describe how the substance is manufactured or used during its life-cycle and how the manufacturer or importer controls, or recommends downstream users to control, exposures of humans and the environment. These exposure scenarios may cover one specific process or use or several processes or uses as appropriate;

38) **Use and exposure category:** means an exposure scenario covering a wide range of processes or uses, where the processes or uses are communicated, as a minimum, in terms of the brief general description of use;

39) **Substances which occur in nature:** means a naturally occurring substance as such, unprocessed or processed only by manual, mechanical or gravitational means, by dissolution in water, by flotation, by extraction with water, by steam distillation or by heating solely to remove water, or which is extracted from air by any means;

40) **Not chemically modified substance:** means a substance whose chemical structure remains unchanged, even if it has undergone a chemical process or treatment, or a physical mineralogical transformation, for instance to remove impurities;

41) **Alloy:** means a metallic material, homogenous on a macroscopic scale, consisting of two or more elements so combined that they cannot be readily separated by mechanical means.

APPENDIX 4

Substances and Isolated Intermediates handled under SCC covered by the Association

I. Substances and Isolated Intermediates covered by the Association

The Substances (on their own, in preparations (such as alloys) or in articles) and Isolated Intermediates which will be covered by this Agreement and therefore jointly prepared for registration or classification purposes shall fulfil at least one of the following criteria:

- Shall be or contain (a) Precious Metal(s) (i.e. elemental or compound forms of Gold, Silver, and the Platinum Group Metals Platinum, Palladium, Iridium, Rhodium, Ruthenium and Osmium as defined in Article 1 of these Internal Rules) and/or Rhenium and be used in one of the industrial processes used to mine, refine, recycle, manufacture, trade, bank or import Precious Metals and/or Rhenium;
- Shall not be a waste as defined by the REACH Regulation (as wastes are out of the scope for Registration);
- Shall be manufactured and/or imported in a volume of at least 1 (one) tonne per year by at least one of the Members of the Association.

In the exceptional situation that a Substance or Isolated Intermediate which is not or does not contain (a) Precious Metal(s) and/or Rhenium needs to be assessed and prepared for registration or classification purposes by the Association, the Board of Directors and/or two-thirds of the General Assembly (as the case may be) must first agree on the preparation of the Registration Dossier for such a Substance or Isolated Intermediate.

Applicable percentage content thresholds will be as stipulated in the REACH Regulation Title relating to Registration.

Testing will be performed on Substances and Isolated Intermediates on a case-by-case basis after evaluation of the relevant Chemicals Management Related Platform and read-across potential will be exploited in the most appropriate way in order to avoid unnecessary testing, especially on vertebrate animals. Testing on vertebrate animals required as per Annexes IX and X of the REACH Regulation shall not be performed before prior submission of a testing proposal to the Agency and reception of the pertinent response to the Association (the Secretary-General or the Association's Lead Registrant(s)) from it, unless the REACH Regulation requires otherwise.

The Association shall prepare the Registration Dossiers for those Substances and Isolated Intermediates which have been recommended by the relevant Chemicals Management Related Platform(s) and agreed upon by the Board of Directors and/or General Assembly (each Chemicals Management Related Platform).

II. Indicative Substance lists

For reference purposes, indicative substance-level inventories for each of the Precious Metals groups and Rhenium (as defined above) are established and updated under the coordination of the Trustee. These indicative inventories are available on request.

III. Selection criteria and decision tree

Not all Substances or Isolated Intermediates fulfilling the criteria stated above and/or listed in the indicative lists described above shall be automatically assessed by the Association. Criteria relating to inclusion of one of the above entities as described in the decision tree available below are to be applied:

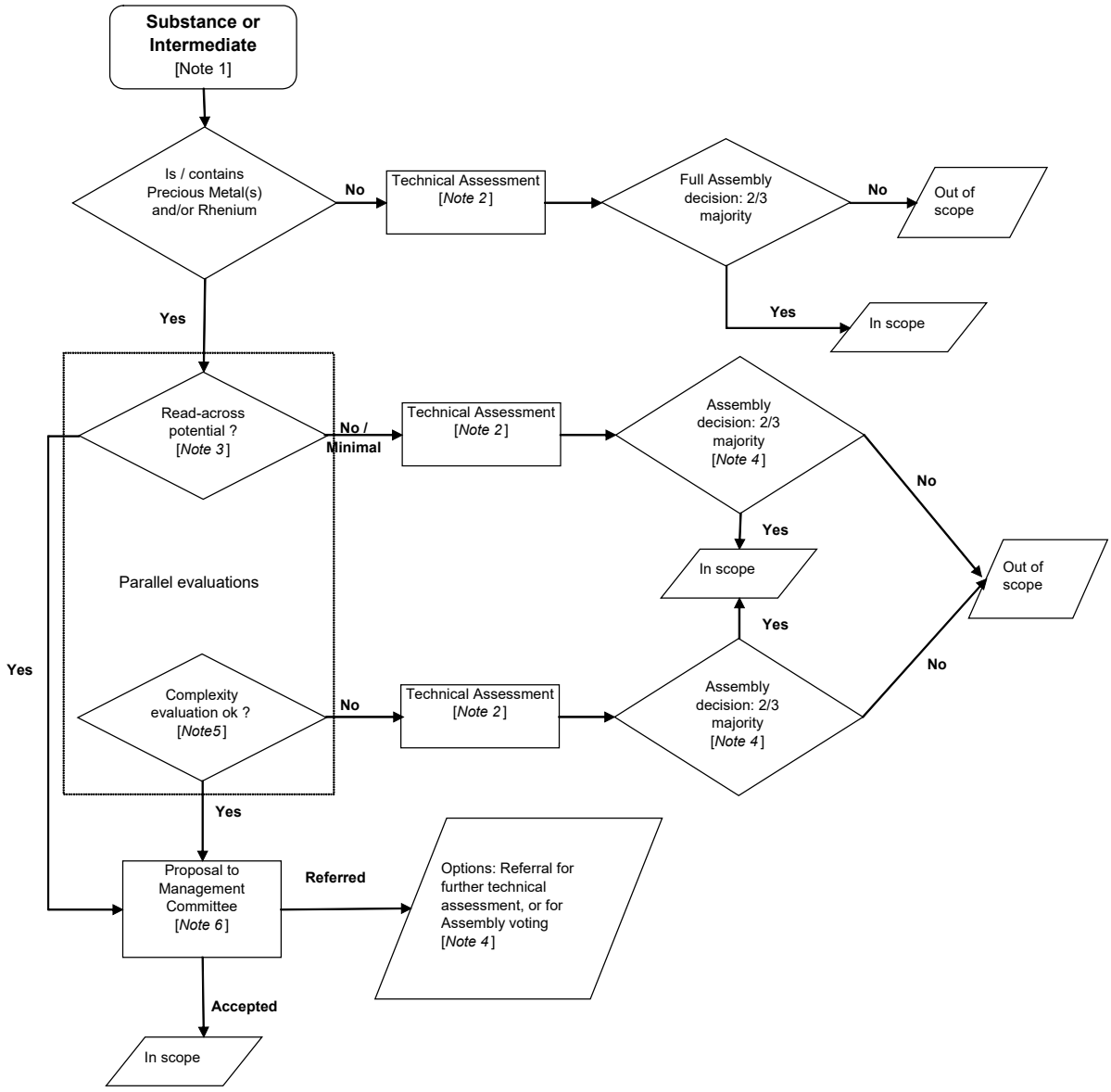

Figure 1. Decision tree reflecting the procedure to include or exclude a Substance or Isolated Intermediate in or from the scope of the Association.

Notes:

Note 1: As defined within Article I of this Appendix.

Note 2: Referral by the *ad hoc* Chemicals Management Related Platforms for decision making; which is routed via the Board of Directors to the General Assembly. This action may be triggered at any of the indicated points in the decision tree.

Note 3: Evaluated by the relevant Chemicals Management Related Platforms (or an external consultant) as a Substance or Isolated Intermediate where the dataset established for Registration and/or the testing program for Registration for the Substance family in question will allow substantive read-across (and thus limit the complexity of its assessment). This may be due to its homology to a Substance or Isolated Intermediate previously selected as in scope (by applying the Agency's Guidance on Substance identification principles of commonality), or another parameter. Alternatively, inclusion of the Substance or Isolated Intermediate is evaluated as being likely to contribute with a significant read-across benefit to the substance family as a whole, such that its inclusion in the testing program is warranted.

Note 4: General Assembly voting is partitioned such that Members A with interests in the specific Precious Metal (e.g. either Silver, or Gold, or Platinum Group Metals) or Rhenium project(s) are eligible to vote, as more referred to in Article 6.2.4 of these Internal Rules.

Note 5: Evaluated by the *ad hoc* Chemicals Management Related Platforms as a Substance or Isolated Intermediate where its inclusion will result in only limited additional costs for testing / assessment. This evaluation will be made on the basis of a weighted decision-making process, including but not limited to consideration of each of the following factors: (a) its tonnage band; (b) whether a comprehensive dataset is already in existence for the Substance or Isolated Intermediate; (c) the absence of complexity factors, e.g. the Substance or Isolated Intermediate is known or expected to be significantly toxic or hazardous.

Note 6: Evaluated by the *ad hoc* Chemicals Management Related Platforms as a Substance or Isolated Intermediate which should be included in the programme for the relevant group.

APPENDIX 5

List of Platforms and Chemicals Management Related Platforms

The Platforms and Chemicals Management Related Platforms within the Association are as follows, as time to time amended by the Board of Directors:

Platforms	Chemicals Management Related Platforms
1) Sustainability (automatic membership)	1) Au metal
2) Communication & advocacy (automatic membership)	2) Au compounds
	3) Potassium dicyanoaurate
	4) Ag metal (including nano)
	5) Ag compounds
	6) Ag cyanide/Potassium dicyanoargentate
	7) Ir metal
	8) Ir compounds
	9) Pt metal
	10) Chloroplatinates
	11) Karstedt
	12) Pt compounds (others)
	13) Pd metal
	14) Pd compounds
	15) Rh metal
	16) Rh III compounds
	17) Rh compounds (others)
	18) Ru metal
	19) Ru compounds
	20) Re
	21) Refinables
	22) SVHC Roadmap
	23) Lead & Lead compounds authorisation

APPENDIX 6

Confidentiality, Non-Use and Non-Disclosure Agreement

This CONFIDENTIALITY, NON-DISCLOSURE AND NON-USE AGREEMENT (this "**Agreement**") is among the Members of the Association and with any other Party being in relation with the Association such as but not limited to the Secretary-General, the Treasurer, the Legal Counsel and/or any other third party; hereinafter sometimes referred to individually as a "Party", a "disclosing Party" or a "receiving Party" and collectively as the "Parties".

WHEREAS the Parties, having a common interest in studying all problems met by the European industry organizations and companies of the European precious metals (gold, iridium, osmium, palladium, platinum, rhodium, ruthenium, and silver) and Rhenium metallurgy industry, and the associated user sectors; in asserting the position of such industry as a basic feature of the European industrial and economic landscape; and in securing, without prejudice to its major regulatory compliance, scientific and educational objectives, the development of the uses of their products and hence the sector's future development as a growing and innovative industry with an international dimension., wish to form an Association open to any entity able to facilitate, and cooperate in, the achievement of such purpose in accordance with terms and conditions agreed under the Association's Articles of Association and Internal Rules;

WHEREAS the Parties mutually have agreed to work together, within the framework of the Association, to have certain work performed in accordance with the Association's purpose, and therefore to disclose and exchange data and information which could be Confidential Information (as defined below);

WHEREAS certain Parties are willing to cooperate with each other in the implementation of EU Regulation 1907/2006/EC on Registration, Evaluation and Authorization of Chemicals (the "REACH Regulation");

WHEREAS the Parties mutually have agreed not make any agreements concerning coordination of conduct that restrict or affect competition within the meaning of Article 101 of the Treaty on the Functioning of the European Union ("TFEU"); and to observe the prohibition of abusing a market-dominating position pursuant to Article 102 of the TFEU; and

WHEREAS the foregoing is hereinafter referred to as the "**Purpose**".

IN CONSIDERATION OF THE EXCHANGE OF CONFIDENTIAL INFORMATION, EACH OF THE PARTIES HAS AGREED TO EXECUTE THIS AGREEMENT AND TO AGREE AS FOLLOWS:

1. For purposes of this Agreement, "Confidential Information" means all oral, written and/or tangible and intangible technical, financial, business and/or other data, information or knowledge of whatever kind that is confidential, proprietary and/or not generally available outside of the Association, including, without limitation, information relating to the Association present and future Members, activities, strategies, plans and concepts, volume estimates, financial data, market information, research and development plans and results, work product, analyses, compilations, studies, reports or other documents or records generated from such data and information, specifications, configurations, designs, drawings, apparatus, sketches, software, hardware, and other data and information which a disclosing Party is disclosing, exchanging or sharing under the Association's Article of Association and Internal Rules for the Purpose at any time during the term hereof. "Confidential Information" shall not include any information or knowledge which: (i) is in the public domain other than by a breach of Association's Article of Association and Internal Rules; or (ii) is disclosed to the Members lawfully by a third party who is not under any obligation of confidentiality; or (iii) is now or hereafter becomes generally known in the industry activities in which the Members are

involved (including for the REACH purpose and context), other than by breach of the Association's Article of Association and Internal Rules.

2. Confidential Information, subject to the restrictions in paragraph 3 below, shall be in writing or other tangible form (including electronic form), (i) clearly marked as "CONFIDENTIAL" or the like when disclosed to a receiving Party or, (ii) if not in tangible form (i.e. disclosed orally or observed), then identified as confidential when disclosed and confirmed as such in writing within ten (10) calendar days after such disclosure. If a Party fails to clearly mark Confidential Information as "CONFIDENTIAL" (see above (i)) or fails to identify it as confidential within ten (10) calendar days after disclosure (see above (ii)), neither any Party nor the Trustee will be liable for any disclosure of such unmarked or unidentified Confidential Information to any Party or any third party.

3. The receiving Party shall:
   - hold all such Confidential Information confidential and secret;
   - use such Confidential Information only for the Purpose and in no direct or indirect manner detrimental to the disclosing Party;
   - reproduce such Confidential Information only to the extent necessary for the Purpose;
   - restrict disclosure of such Confidential Information to those of its Affiliates (as defined in Article 1 of the Internal Rules of the Association), directors, officers, employees, agents or representatives, including financial advisors, consultants and counsel (collectively, "**Representatives**") with a need-to-know such information for the Purpose. The Parties agree to inform their Representatives of the confidential and/or proprietary nature of the Confidential Information, to make them aware of this Agreement, and to require them to comply with this Agreement; each Party nevertheless being responsible to the disclosing Party for any breach of this Agreement by any of its Representatives;
   - not disclose such Confidential Information to any third party without the prior written approval of the disclosing Party.

4. The foregoing restrictions on the disclosure and use of Confidential Information shall not apply to any information which is:

(a) at the time of disclosure to the receiving Party, known to such Party free from restrictions on disclosure or use, which shall be evidenced by documentation in such Party's possession; or

(b) publicly known or later made generally public, through no wrongful act of the receiving Party; or

(c) developed by the receiving Party independently from Confidential Information received by it under this Agreement; or

(d) lawfully received, free from restrictions on disclosure or use, from a third party having the right to furnish such Confidential Information and who had not received it directly or indirectly from the receiving Party; or

(e) approved for release in writing by the disclosing Party.

5. In consideration of any Confidential Information received pursuant to this Agreement, the receiving Party undertakes, in the event that any Confidential Information received by it must be disclosed by law, governmental regulation or court order, to give the disclosing Party prior written notice thereof and co-operate with the disclosing Party in any attempt to test the requirement and/or to obtain a protective order.

6. No license to a Party under any trademark, patent, copyright or any other intellectual property right is either granted or implied by the disclosure of Confidential Information to such Party under this Agreement. None of the Confidential Information which may be disclosed or exchanged by the Parties hereunder shall constitute any representation, warranty, assurance, guarantee or inducement by either Party to the other of any kind and, in particular, with respect to the non-infringement of trademarks, patents, copyrights or any other intellectual property rights or other rights of third parties.

7. All Confidential Information shall remain the property of the disclosing Party and shall be returned by the receiving Party upon written request of the disclosing Party. However, the receiving Party shall be entitled to retain one set of copies of Confidential Information for archival purposes in its legal department.

9. Without prejudice to the restrictions on confidentiality and use contained herein, nothing in this Agreement shall be construed as restricting or prohibiting any Party from carrying on its usual business.

10. This Agreement constitutes the entire understanding and agreement among the Parties as to Confidential Information related to the Purpose and replaces all prior discussions among the Parties relating thereto.

11. Neither this Agreement nor any rights or obligations hereunder may be assigned by any Party to any third party without the prior written consent of the other Parties. If a Party assigns this Agreement or any of its rights or obligations hereunder to a third party with the consent of the other Parties, the assigning Party and the third party assignee shall be jointly and severally liable to the other Parties for compliance with all of the obligations so assigned by the assigning Party to the third party assignee.

12. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of the Parties by their respective duly authorized officers or Representatives.

13. This Agreement shall be valid and binding on a Party for a period of twenty (20) years after its execution by that Party, or any other period of time mutually agreed by all of the Parties.

14. This Agreement is construed and interpreted in accordance with the laws of Belgium.

15. Dispute resolution and governing law.

    15.1 This Agreement is governed by, and all disputes arising under or in connection with this Agreement shall be resolved in accordance with, the substantive law of Belgium.

    15.2 Without prejudice to provisions of Articles 15.3 and 15.4 hereafter, any and all disputes, controversies or claims which may arise between the Parties in connection with the interpretation of any provision of this Agreement or its validity or enforceability, or the breach or termination of it, or the performance or non performance of any obligations under the terms and conditions of this Agreement, shall be settled by an amicable effort on the part of the Parties.

    An attempt to arrive at a settlement shall be deemed to have failed as soon as one of the Parties so notifies the other Party in writing. Should such amicable settlement fail, the dispute shall be settled by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The decision of this Chamber shall be final and binding for all Parties to this Agreement.

    The arbitral tribunal shall consist of three arbitrators: each Party designates one arbitrator; these two arbitrators then designate the third arbitrator who acts as chairperson; the chairperson shall have a university degree in law. The arbitral tribunal shall decide on the regulation of the costs of arbitration including out-of-courts costs incurred by the Parties in accordance to the outcome of arbitration. The language of proceedings shall be English. The venue of arbitration shall be Brussels.

    15.3 Notwithstanding Article 15.2 above, before resorting to arbitration, the Parties shall attempt to settle by negotiations between them in good faith all disputes or differences or differences which arise between them out of or in connection with this Agreement.

The Parties further agree that (provided both Parties consider that such negotiations would be assisted thereby), they will appoint a mediator by mutual agreement, [or (failing mutual agreement) will apply to the President of the Brussels Chamber of Commerce to appoint a mediator, to assist them in such negotiations]. The Parties agree to cooperate fully with such mediator, provide such assistance as is necessary to enable the mediator to discharge its duties, and to bear equally between them the fees and expenses of the mediator.

15.4 Notwithstanding Article 15.2 above, any Party shall be entitled to apply to the judicial Courts of Brussels, Belgium for interim relief including in relation to disputes, claims, or controversies concerning the confidentiality of Information.

APPENDIX 7

Undertakings of the Trustee (template)

This **AGREEMENT REGARDING THE UNDERTAKINGS OF THE TRUSTEE** (the "**Agreement**") is entered into as of the Effective Date set forth on the signature page hereof, between

the (present and future) **Members** of the European Precious Metals Federation to whose Internal Rules this Agreement is, as an appendix, an integral part thereof

and

the undersigned _____ (Address of the Signatory) (hereafter referred to as the "**Trustee**").

The Trustee recognizes and acknowledges that the above mentioned European Precious Metals Federation, when retaining its services of Trustee, considered, amongst others, its participation and commitment in the framework of REACH implementation at the largest sense and meaning, including, a.o., the status, function and role ('the mission') of "Trustee" in the European Precious Metals Federation's Articles of Association and Internal Rules context, in strict compliance with the terms and conditions related to such mission in provisions of such Articles of Association and Internal Rules.

The Trustee is responsible for receiving, collecting, recording and aggregating any information, including confidential and proprietary information, as well as sensitive business secrets and other information which if disclosed to another Member(s) might be regarded as a breach of competition law, and thereafter circulating and disclosing sufficient and appropriate information, as required for the purposes of the Association's activities.

Accordingly, in consideration of the above mentioned context, the Members and the Trustee, intending to be legally bound, AGREE AS FOLLOWS:

1. Confidential Information.

1.1. Confidential Information. For purposes of this Agreement, "Confidential Information" means all oral, written and/or tangible and intangible technical, financial, business and/or other data, information or knowledge of whatever kind that is confidential, proprietary and/or not generally available outside of the Association, including, without limitation, information relating to the Association present and future Members, activities, strategies, plans and concepts, volume estimates, financial data, market information, research and development plans and results, work product, analyses, compilations, studies, reports or other documents or records generated from such data and information, specifications, configurations, designs, drawings, apparatus, sketches, software, hardware, and other data and information which a disclosing Party is disclosing, exchanging or sharing under this Agreement for the Purpose at any time during the term hereof. "Confidential Information" shall not include any information or knowledge which: (i) is in the public domain other than by a breach in this Agreement; or (ii) is disclosed to the Trustee lawfully by a third party who is not under any obligation of confidentiality; or (iii) is now or hereafter becomes generally known in the industry activities in which the Members are involved for the present REACH purpose and context, other than by breach of this Agreement.

1.2. Trustee's Obligations as to Confidential Information.

1.2.1. Non-Disclosure. During the course of its mission of Trustee, the Trustee may have access to Confidential Information and/or Confidential Information entrusted to the Members by other persons. The Trustee shall not, either during the term of its

mission or during the two (2) year period after the termination of its mission for whatever reason, use or disclose such Confidential Information or convey such Confidential Information to persons outside the Association Members, nor shall the Trustee cause or permit any individual in relation with the Trustee to do any of the foregoing, except as may be (i) expressly authorized by the Members in their sole discretion; (ii) required during and in the course of the mission of the Trustee by the Members; or (iii) required by a judicial order or decree or governmental law or regulation.

1.2.2. **Disclosure Prevention.** The Trustee will take all reasonable precautions to prevent the inadvertent or accidental disclosure of Confidential Information. If the Trustee acquires access to information with uncertain confidentiality, the Trustee agrees to treat such information as Confidential Information until it is informed otherwise by an authorized Representative of the Members. Confidential Information shall be in writing or other tangible form clearly marked as CONFIDENTIAL.

1.2.3. **Reception and safeguard of Confidential Information.** The Trustee shall receive and store Confidential Information in a safe database following a strict guideline (Guidelines for Safeguarding Confidential and Proprietary Information) which shall be available to another officer of the Association, which is entitled to act on behalf of the Trustee in the event of the absence of the designated Trustee pursuant to Article 7.1 of the Internal Rules.

1.2.4. **Use of Confidential Information.** The Trustee shall prepare a non-confidential summary or aggregation of any Confidential Information if it considers it is necessary for other Members to see some of it for the purpose of the Association, without enabling any Member to infer the sales, market shares, market or sales performance or trends therein of any other Member. The Trustee may seek the advice of an external legal counsel before releasing such a summary to the Members.

1.2.5. **Ownership/Return of Materials.** All Confidential Information, however and wherever produced, including, without limitation, Confidential Information stored in computer databases or by other electronic means, shall be and remain the sole property of the Members. At any time upon the request of the Association, or without such request upon termination of the Trustee's mission with the Association for whatever reason, the Trustee shall deliver to the Association (without retaining any electronic or physical copies, extracts or other reproductions) or destroy immediately upon the Association' request all documents and electronic storage devices that contain Confidential Information and that are in the Trustee's possession, subject to its control, or held by the Trustee for others, including, without limitation, any and all records, drawings, notebooks, memoranda, and computer diskettes, CDs, equipment, tools, or other devices owned by the Members and in the Trustee's possession.

1.2.6. **Computer Security.** During its mission with the Association, the Trustee agrees to use only computer resources made available to the Trustee, which the Trustee has been granted access and then only to the extent authorized. The Trustee agrees to comply with the Association policies and procedures concerning computer security.

1.2.7. **E-Mail.** The Trustee understands that the Association maintains an electronic mail system for the purpose of Association activities communications. The Trustee acknowledges that the said system, as well as all electronic communications transmitted thereon, is property of the Association, which retain the right to review any and all electronic mail communications, with or without notice, at any time,

without prejudice however to their respective confidentiality obligations and commitments under the Association's Articles of Association and Internal Rules.

1.2.8. The Trustee recognizes as binding the regulations set out in the Confidentiality, Non-Use and Non-Disclosure Agreement attached hereto as Appendix 6 of the Internal Rules of the Association.

2. Ideas and Inventions.

2.1. Ownership. The Trustee acknowledges and agrees that the results of all work performed by it for or on behalf of the Association, or in connection therewith (the "Works"), are Works made for the Association in that either (i) such Works are and will be prepared within the scope of the Trustee's mission; or (ii) such Works have been and will be specifically ordered or commissioned for the Trustee as a contribution to a collective work or as a supplementary work. The Association shall therefore be deemed to be the sole author(s) and owner(s) of any and all right, title, and interest therein, including, without limitation, intellectual property rights. To the extent that any such Works do not qualify for any reason as works made for Trustee's mission, and to the extent that the Trustee may have or acquire any right, title, or interest in such Works, the Trustee hereby assigns to the Association any and all such right, title, and interest.

2.2. Disclosure of Inventions. The Trustee agrees to make full and prompt disclosure of any inventions or processes made or conceived by it alone or with other(s) during the term of its mission (any such inventions or processes hereinafter referred to as the "Inventions"), whether or not such Inventions are patentable or protected as trade secrets and whether or not such Inventions are made or conceived during its mission. Notwithstanding such full and prompt disclosure, the Trustee's agreement to assign, as set forth in Section 2.1 above, shall not apply to any Inventions that were conceived and developed without the use of equipment, supplies, facilities, and trade secret information and were developed entirely on Trustee's own time, unless (i) the Inventions relate directly to the Association activities; or (ii) the Inventions result from any work performed by the Trustee for the Association.

2.3. The Association' Discretion to Pursue Intellectual Property Rights. The Trustee understands and agrees that the Association shall determine, in their sole and absolute discretion, whether an application for patent, copyright registration, or any other intellectual property right, shall be filed on any Works or Inventions assigned to the Association under this Association's Articles of Association and Internal Rules and whether such an application shall be prosecuted or abandoned prior to issuance or registration.

2.4. No Conflicting Prior Obligations. The Trustee hereby represents that it has not, since the commencement of its mission with the Association, been and is not now under any obligation to any employer or contractor that is inconsistent with the terms of these Internal Rules and that, to the best of its knowledge, the Trustee has no present obligations to assign to any former employer or contractor, or to any person other than the Association, any Work or Invention covered by these Internal Rules.

3. Competition Law

3.1. During the course of its mission, the Trustee shall not, in any manner whatsoever, act, or allow or enable the Member(s) or any third party involved into the Association activities under the Association's Articles of Association and Internal Rules, to act in infringement or in non-compliance with applicable rules on Competition Law, in particular –but not limited to– Articles 101 and 102 of the Treaty on the Functioning of the European Union ("TFEU") as well as any applicable national law.

The Trustee recognizes as binding the Competition Law Compliance Guidelines attached hereto as Appendix 12 of the Internal Rules.

3.2. Therefore, the Trustee shall identify, check and manage, by any appropriate means – including by seeking any legal advice authorized by the Association, when needed, any existing or potential competition law issue which could be, or lead to, an infringement or breach of Competition Law.

4. General Provisions.

4.1. Prohibition of Public Statements. The Trustee agrees that neither the Trustee nor any person working on behalf of the Trustee (if any) in the performance of its mission for the Association shall make any public statements or otherwise engage in any publicity concerning whether or not confidential, without prior written consent of an authorized representative of the Association. Notwithstanding the foregoing, nothing in this Agreement shall preclude the Association from making public statements or otherwise engaging in publicity concerning the Trustee's work on the Association's behalf.

4.2. Enforcement.

4.2.1 Survival of Covenants. The Trustee acknowledges and agrees that the covenants made by the Trustee in this Agreement shall survive termination of its mission towards the Association for whatever reason, whether voluntary or involuntary, and that the existence of any claim or cause of action by the Trustee against the Association, whether predicated on this Agreement or otherwise, shall not constitute a defence to enforcement by the Association of such covenants.

4.2.2 Remedies. The Trustee acknowledges that, in the event of a breach of the Trustee's obligations under this Agreement, the Association's interests will be irreparably injured, the full extent of the Association's damages will be impossible to ascertain, monetary damages will not be an adequate remedy for the Association, and the Association will be entitled to enforce this Agreement by an injunction or other equitable relief.

4.3. Governing Law – Jurisdiction.

4.2.3 Governing Law. This Agreement shall be governed by the laws of Belgium.

4.2.4 Consent to Jurisdiction. Any judicial proceedings brought by either Party against the other and arising out of this Agreement shall be brought in a court of competent jurisdiction in Belgium. The Trustee understands and agrees that by execution and delivery of this Agreement the Parties accept for themselves, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts.

4.4. No Assignments. Neither Party to this Agreement may assign or delegate any rights or obligations hereunder without first obtaining the written consent of the other Parties hereto; provided, however, that the Association may assign its rights or obligations hereunder to any successor in law of the Association.

4.5. Amendment, Modification and Waiver. No amendments or additions to this Agreement shall be binding unless in writing and signed by the Parties. No delay or failure at any time on the part of either Party in exercising any right, power, or privilege under this Agreement, or in enforcing any provision of this Agreement, shall impair any such right, power, or privilege, or be construed as a waiver of any default or as any acquiescence therein, or shall affect the right of such Party thereafter to enforce each and every provision of this Agreement in accordance with its terms.

4.6.<u>Severability.</u> The Trustee agrees that each of its obligations specified in this Agreement is a separate and independent covenant that shall survive any termination of this Agreement and that the unenforceability of any of them shall not preclude the enforcement of any other covenants in this Agreement.

By its signature below, the Trustee acknowledges that it has reviewed this Agreement carefully and understands that the covenants and obligations it contains are binding on the Trustee.

Accepted and agreed to by:

<u>The Trustee</u>

Name: _____ Date: _____

Signature: _____ Address: _____

APPENDIX 8

Cost sharing

1. Administrative costs

For Members having a vested interest into only one (1) Platform or Chemicals Management Related Platform in addition to the mandatory Sustainability and Communication & advocacy Platforms, the contribution to the administrative costs (as described in Article 12.1.1.1 of the Internal Rules) shall consist in an annual flat fee per year. This fee is to be agreed at the General Assembly with the budget.

For Members having a vested interest into more than one (1) Platform or Chemicals Management Related Platform in addition to the mandatory Sustainability and Communication & advocacy Platforms, the administrative costs (as described in Article 12.1.1.1 of the Internal Rules) shall be equally shared by the Members within the Platforms and Chemicals Management Related Platforms.

2. Platforms and Chemicals Management Related Platforms costs

2.1 Platforms costs

The membership to the Sustainability Platform and the Communication & advocacy Platform is automatic for all members and those related Platform costs shall be equally shared by all members of the Association.
Other Platforms and Chemicals Management platforms costs (excluding those related to REACH registration (see §. 2.2. of appendix 8) shall be equally shared by the Members within the Platforms.

2.2 *Chemicals Management* Related Platforms costs

The allocation of the applicable Chemicals Management Related Platform costs related to REACH registration and follow-up actions (e.g.: evaluation, CLH etc.) will be done as follows:

2.2.1 The share of applicable costs to be paid by each concerned Member A shall be *inter alia* calculated based on (i) the declaration submitted by the Member to the Trustee at the moment of the admission to the Association or afterwards updated to the Trustee and (ii) on the annual budget prepared by the Secretary-General and the Treasurer, as approved by the Board of Directors and the General Assembly of the Association.

2.2.2. The cost-sharing formula should not result in any concerned Member A paying more than what it would have paid to meet its obligations under the REACH Regulation without joining the Association. In such case, the concerned Member A should inform the Board of Directors, who will consider what action, if any, needs to be taken. Furthermore, in case of specific works/studies related to nano, the General Assembly may decide, at its sole discretion and on an annual basis, to apply to the cost-sharing formula a different weighting factor as the one defined under this Article 2.2. of Appendix 8.

2.2.3. Such Chemicals Management Related Platform costs shall be borne by each concerned Chemicals Management Related Platform.

2.2.4. As regards multi-substances Chemicals Management Related Platforms:

The costs of each relevant Chemicals Management Related Platform shall be shared by the concerned Members A following 2 (two) weighted approaches:

a) Weighted approach based on the number of Substances: 50% (fifty percent) of these costs will be allocated according to the total number of Substances each Member A has declared to the Trustee at the moment of the admission to the Association or afterwards updated to the Trustee, and

b) Weighted approach based on the REACH requirements: 50% (fifty percent) of these costs will be allocated according to:

i. the number of Substances per tonnage band each concerned Member A has declared to the Trustee at the moment of the admission to the Association or afterwards updated to the Trustee,

ii. the number of Isolated Intermediates handled under strictly controlled conditions each Member has declared to the Trustee at the moment of the admission to the Association or afterwards updated to the Trustee, where:

1. Isolated Intermediates handled under strictly controlled conditions in any tonnage band (1 (1 (one) to 10 (ten) tonnes per year), 2 (10 (ten) to 100 (one hundred) tonnes per year), 3 (100 (one hundred) to 1000 (one thousand) tonnes per year, or 4 (more than 1000 (one thousand) tonnes per year) will be weighted with a factor of 1 (one);
2. Substances in tonnage band 1 will be weighted with a factor of 5 (five);
3. Substances in tonnage band 2 will be weighted with a factor of 20 (twenty);
4. Substances in tonnage band 3 will be weighted with a factor of 100 (one hundred); and
5. Substances in tonnage band 4 will be weighted with a factor of 1000 (one thousand).
6. Substances covered by Annex III Exemption as listed in the Association's inventories available on our website , at the time of admission of the concerned Member A or otherwise updated by the Trustee will be weighted with a factor of 1 (one).

For any avoidance of doubt, 'Intermediate' shall have the meaning of the REACH Regulation, as the latter may be modified or revised from time to time. The intermediates under not-strictly controlled conditions are considered for the registration purpose and in this cost-sharing formula as "substance".

The mathematical description of the cost-sharing formula of the Association as regards the relevant Chemicals Management Related Platform costs is the following:

$$B_i = \frac{M}{2} \bullet \left(\frac{x_i}{\sum_{i=1}^{n} x_i} \right) + \frac{M}{2} \bullet \left(\frac{y_i}{\sum_{i=1}^{n} y_i} \right)$$

$$y_i = 1x_{i(1)} + 5x_{i(5)} + 20x_{i(20)} + 100x_{i(100)} + 1000x_{i(1000)}$$

Where the symbols have the following meaning:

B_i is the share of the costs borne by the concerned Member A "i"

M is the total applicable costs of the Association

x_i is: the total number of Substances in any tonnage band for Member A "i" in the Chemicals Management Related Platform to which the Metal-specific costs "M" refer
y_i is the tonnage factor for Member A "i"
$x_{i(1)}$ is the number (i) of Isolated Intermediates handled under strictly controlled conditions in any tonnage band for Member A "i" and/or (ii) of Substances covered by Annex III Exemption

as listed in the Association's inventories available on our website , at the time of admission of Member A "i"or otherwise updated by the Trustee
$x_{i(5)}$ is the number of Substances in tonnage band 1 for Member A "i"
$x_{i(20)}$ is the number of Substances in tonnage band 2 for Member A "i"
$x_{i(100)}$ is the number of Substances in tonnage band 3 for Member A "i"
$x_{i(1000)}$ is the number of Substances in tonnage band 4 for Member A "i".

2.2.5. As regards Chemicals Management Related Platforms covering only one (1) Substance:

The costs of each Chemicals Management Related Platform shall be shared by the concerned Members A following 1 (one) weighted approach only: the weighted approach based on the REACH requirements as described above under Section 2.2.4.b) of this Appendix 8.

2.2.6. The Board of Directors may decide to implement a fair and transparent reimbursement mechanism applicable to all co-registrants (Members A and LoA purchasers) to allow the potential adjustment of the share of costs when other registrants subsequently join the Association [or acquire Letters of Access]. This reimbursement mechanism shall include a method of proportional redistribution to each Member A of their share of costs paid. The reimbursement mechanism shall also take account of the following factors: the possibility of future additional registration requirements for that substance, other than those resulting from a potential substance evaluation decision; and the economic viability of certain reimbursements where the costs of reimbursement are higher than the amount to be reimbursed.

2.2.7. Each concerned Member A will pay its share of the Chemicals Management Related Platforms costs based on above cost-sharing conditions under Sections 2.2.1 to 2.2.7 of this Appendix 8 and considering the following principles:

2.2.7.1 Should one same material be registered both as a Substance and as an Isolated Intermediate handled under strictly controlled conditions by the concerned Member A, the material will only be counted once in the calculation of the share of applicable costs due by the concerned Member A. The tonnage band to be considered for the purpose of calculating this share is the tonnage band applicable to the Substance declared by the concerned Member A in its Substance and tonnage band declaration at the time of admission to the Association, or otherwise updated to the Trustee.

2.2.7.2. The number of Substances and Isolated Intermediates to be registered under the REACH Regulation by itself and by all its Affiliates, each Substance and Isolated Intermediate being accounted once, no matter whether registered by one or more Affiliates;

2.2.7.3. The highest tonnage band in which each Substance or Isolated Intermediate handled under strictly controlled conditions is manufactured and/or imported by the Member or by one or more of its concerned Affiliates.

2.2.7.4. Only the applicable costs for the relevant Chemicals Management Related Platform(s) in which it declared to be joining the Association in its Substance and tonnage band declaration. For example, a concerned Member A having declared Substances or Isolated Intermediates handled under strictly controlled conditions in the Silver Chemicals Management Related Platform only, shall not be charged for the applicable costs related to the other Chemicals Management Related Platforms.

2.2.8 Any change in the Substances, Isolated Intermediates handled under SCC and tonnage bands declared by a concerned Member A to the Trustee at the moment of the admission

to the Association shall be promptly announced to the Trustee, in accordance with the procedure given in the Important Notice of the Substance and tonnage band declaration presented in Appendix 2.

2.2.9. Upon formal request from the Board of Directors, the concerned Member A will have to accept to submit auditable attestations on the Substances, Isolated Intermediates and the tonnage bands declared and registered at the Agency, to the Trustee.

APPENDIX 9

Lead Registrant Duties, Responsibilities and Declaration of Commitment

1. Background

As per Article 11 of the REACH regulation, **registrants are required to jointly submit information** on the hazardous properties of the substance (studies and proposals for testing) and its classification and labelling, and can, if they agree, also jointly submit the CSR and/or the guidance on safe use (cf. Table 1). This joint submission is done by a designated Lead Registrant (LR), on behalf of the other registrants[1].

Table 1. Overview of the data to be submitted jointly and/ or separately

Joint submission	Separate submission	Joint or separate submission: free decision
10(a IV) **Classification and Labelling** of the substance as specified in section 4 of Annex VI	10 (a I) **Identify of manufacturer or importer of the substance** as specified in section 1 of Annex VI	10 (a V) Guidance of safe use of the substance as specified in section 5 of Annex VI
10 (a VI) **Study summaries** of the information derived from the application of Annexes VII to XI	10 (a II) **Identity of substance** as specified in section 2 of Annex VI	10 (b) **Chemical Safety Report** when required under Article 14, in the format specified in Annex I. the relevant sections of this report may included, if the registration considers appropriates, the relevant use and exposure categories
10 (a VII) **Robust study summaries** of the information derived from the application of Annexes VII to XI, if required under Annex I	10 (a III) **Info on the manufacture and use(s) of the substance** as specified in section 3 of Annex VI; this information shall represent all the registrant's identified	
	use(s). This information may include, if the registrant deems appropriate, the relevant use and exposure categories	
10 (a IX) **Proposals for testing** where listed in Annexes IX and X	10 (a X) **for substances in quantities of 1 to 10 tonnes, exposure information** as specified in section 6 of Annex VI	
Optional: 10 (a VIII) Indication as to which of the information submitted under Article 10(a), (iv), (vi), (vii) has been **reviewed by an assessor** chosen by the manufacturer or importer and having appropriate experience	Optional: 10 (a VIII) Indication as to which of the information submitted under Article 10(a) (iii) has been **reviewed by an assessor** chosen by the manufacturer or importer and having appropriate experience	Optional: 10 (a VIII) Indication as to which of the information submitted under Article 10(b) has been **reviewed by an assessor** chosen by the manufacturer or importer and having appropriate experience

[1] It is important to note that the "joint submission of data" does not eliminate the obligation for each registrant to submit as well an individual dossier. Although the information that needs to be submitted jointly is submitted by one LR on behalf of the others, additional information needs to be submitted by all registrants individually. The content of the individual file will be determined by the optional parts that are jointly submitted (cf. Table 1).

This document presents the duties and liabilities of the LR in order to assist those legal entities wishing to act as LR to identify the potential workload and responsibilities that may be associated with this role under REACH.

2. Who is the Lead Registrant?

Although there are **no specific rules** in REACH, the LR is described as the one registrant acting with the agreement of the other assenting registrant(s) and who submits parts of the registration on behalf of one or more of these assenting registrants (cf. Articles 11 and 19 of the REACH regulation).

The ECHA guidance on data-sharing[2] outlines that:

- **Only one LR** can be appointed per substance even if several tonnage bands co-exist and whether the substance is used as an intermediate or not. It means that all the potential registrants should be part of the discussions irrespective of their tonnage band.

- The LR will be logically **one of the Registrants who plan to submit their registration at the earliest registration deadline**. The latter is not an obligation as the joint submission registrants have the possibility to appoint a leader with a lower tonnage band. However, the LR would have to submit a registration file in accordance with the **highest applicable tonnage band**, although he will still **pay the fee corresponding to his own tonnage.**

It is important to note that the joint submission does not remove the obligation for each one of the other registrants to notify their membership to the joint submission and subsequently submit as well an individual Registration dossier to the Agency through REACH-IT, which will contain legal entity-specific information.

In order to ensure a cross-link with the registration submitted by the LR, when submitting its individual registration, any other registrant shall identify the LR submitting on his behalf, by specifying his contact details, and indicate the joint parts of the registration which are submitted by the LR.

3. How to appoint a Lead Registrant?

Only one LR can be appointed per substance even if several tonnage bands co-exist and whether the substance is used as an intermediate handled under SCC or not. All other registrants of the same substance, whether members of the Association or not, must agree on the proposed LR.

Article 8.1 of the Association's Internal Rules foresees that each relevant Chemicals Management Related Platform proposes an Association LR who is then officially designated (and replaced[3]) by decision of the concerned Chemicals Management Related Platform. Once this Association LR is appointed, the Secretary-General submits the proposal to all co-registrants, in order to check if there is any objection to the proposal. If there is none, the Association LR becomes the LR.

The proposed LR should:

- Ideally be one of the main manufacturers or importers of the substance on the EU and have, as such, a good technical knowledge on the substance, and a confirmed interest in marketing the substance on the EU,

[2] http://guidance.echa.europa.eu/docs/guidance_document/data_sharing_en.pdf
[3] If for any reason, the LR withdraws or behaves improperly, the concerned Chemicals Management Related Platform has the right to replace him in accordance with ECHA's guidance applicable at the time of withdrawal and related to the replacement of the LR.

- Have a clear understanding of REACH requirements and enough resources to be actively involved in REACH preparatory work, registration submission through REACH IT (could be time-consuming), and communication obligations (with ECHA and the other registrants),

However, a legal entity not fulfilling the above criteria can also volunteer and be appointed as LR. After the joint and the individual submissions, each registrant, including the LR, pays a registration fee that will correspond to its individual tonnage band.

When requesting legal entities to volunteer to act as LR, several situations can occur:

- **No legal entity volunteers -** A default mechanism is proposed: the LR will be the EU manufacturer or importer with the highest capacity of manufacture or import of the concerned substance.
- **Only one legal entity volunteers –** This volunteer needs to obtain the other registrants' support.
- **Two or more legal entities volunteer –** 1) the volunteers should come to an agreement on who is better placed to endorse the LR role and **propose it to be supported by the other potential registrants**; and if this fails; 2) the other registrants need to proceed to a vote in order to elect the most appropriate LR.

In any case, the procedure through which the LR was proposed and designated in the Association and then to all co-registrants shall be documented for transparency.

4. What are the tasks of the Lead Registrant?

Article 8.2 of the Association's Internal Rules details those tasks that are incumbent on the LR and that should be performed with the support of the secretariat of the Association.

(a) Create or renew a joint submission object on REACH-IT, communicate the name and token security number of this joint submission object to the Trustee, submit the joint Registration Dossier containing, where relevant and applicable, the information required by REACH in the format specified by the Agency and as approved by the concerned registrants to the Agency on behalf of the Members, including their respective Affiliates which have to register the concerned Substance or Isolated Intermediate, on the date determined by the Board of Directors.

(b) Not modify the "joint part" of the registration without the prior approval of the other registrants.

(c) Together with the Trustee, ensure that Confidential Information in the registration is marked or identified as such and shall submit to the Agency any requested justification for non-disclosure of information in the registration as per Article 10(a)(xi) of the REACH regulation.

(d) Submit a copy of the full registration or updates of the registration as submitted to the Agency to the Trustee;

(e) Submit to the other Members A who have contributed to the registration:

- A copy of all the non-confidential information in the registration as submitted to the Agency;
- A copy of those parts of the registration as submitted to the Agency, that each contributing Member A is entitled to, based on the Substance and tonnage bands declaration that the Member A has provided to the Trustee at the time of admission to the Association, or otherwise updated to the Trustee (and consequently has paid for according to the cost-sharing formula set out in Appendix 8);

(f) Forward to the Members A concerned, through the secretariat of the Association, any communication received from the Agency (e.g. data requests, registration update requirements, etc.).

(g) Update Registration Dossier when needed or required by the Agency, after approval by the concerned registrants.

For a joint registration to be successful substance sameness must have been confirmed and the applicable information requirements must have been fulfilled by having conducted tests or by

submitting test derogation/waiving proposals, or testing proposals for Annexes IX and X, as applicable.

Appointment or replacement of the Lead Registrant

Once the substance is properly defined and the LR is elected by the Members, the secretariat of the Association is responsible for informing the concerned co-registrants and allowing the co-registrants to raise any objection to the proposed LR. The LR is informed on any relevant feed-back as any other Member.

Dossier preparation/update

The compilation of the IUCLID files is performed by the consultants having been commissioned with each metal-specific project of the Association and the secretariat of the Association. The LR only needs to include, in order to finalise the joint dossier, those information which are specific and/or confidential to the LR. This means that as regards dossier or dossier update preparation, the workload of the LR is reduced to a level equivalent of the workload of any joint registrant under REACH.

Dossier submission

Following dossier or dossier update preparation, and as foreseen by Article 11(1) of the REACH regulation the LR is responsible for submitting the dossier or dossier update to the Agency on behalf of the concerned Members A of the Association. In the event the LR requires assistance to perform this task, the Secretary-General will put in place the necessary resources to provide this assistance.

Post-registration communication

After dossier submission, the LR constitutes the official contact to be used by the Agency, Member States Competent Authorities and co-registrants in regard to any question arising on the dossier, or on its update, submitted by the LR on behalf of the concerned Members A of the Association. The LR is therefore responsible for regularly inspecting his REACH-IT mail inbox and of informing the Secretary-General of any message, question, query or request which may require the involvement of the concerned Members A. Following the first contact, any required action (exchange or decision-making) will be launched, followed-up, coordinated and supervised by the secretariat of the Association. With the exception of returning communications from the Association to the Third Party having made the question, query or request, the LR's participation is not expected to be more significant than the participation of any other joint registrant.

5. What are the liabilities of the Lead Registrant?

As per Article 8.1 of the Association's Internal Rules, the Association LR shall be subject to the same rights and obligations as the other Members, in particular regarding confidentiality obligations. Article 13.5 of the Association's Internal Rules foresees that the Association LR shall not be liable to third parties to an extent more than liability of the Members, except:

- **(a)** in respect of liability attributable to its wilful misconduct, fraud, and gross negligence as Association LR; and
- **(b)** in respect of liability attributable to its role of Association LR (as described in section 5 above) according to which the Association LR shall be liable to the Members A with whom it is preparing and submitting a registration to the Agency.

The above liability shall be made clear to the co-registrants when a proposed LR is put forward for election.

6. Declaration of commitment of the LR

After a LR has been elected by the Association and no objection has been received from the co-registrants, each LR will be invited to complete and sign the following template, for each Substance or Isolated Intermediate it will endorse the LR role for.

Lead Registrant - Declaration of Commitment (template)

Text in orange: keep the applicable option only
Text in blue: complete with relevant information
Text in green: to be completed by the Secretary-General

Notice: This document is confidential to the Association and shall not be distributed or used outside the Association unless so requested by European Competent Authorities in REACH.

I/We, the undersigned FULL NAME OF THE SIGNATORY am/are duly representing, and acting on behalf of FULL NAME OF THE COMPANY MEMBER OF THE ASSOCIATION as well as on behalf of FULL NAME OF THE LEGAL ENTITY ACTING AS LEAD REGISTRANT IN REACH-IT (may be different from Member one, e.g.: an Affiliate company), hereby commit to the role of Lead Registrant for EC NAME AND NUMBER OF SUBSTANCE OR INTERMEDIATE under SCC which Registration/Update of the Dossier will be submitted to the ECHA through the REACH-IT before the agreed deadline. The Dossier submitted will include all information requirements that apply to the registration of a Substance/Intermediate in the 1-10/10-100/100-1000/> 1000 t/a tonnage band.

I/We undertake to respect all applicable terms and conditions related to the role and responsibility of a Lead Registrant as set out in the Association's Articles of Association and Internal Rules, as well as to comply with the REACH Regulation (including Confidentiality and EU Competition Law).

With the support of the Secretary-General and with the collaboration of the legal entities jointly registering this Substance/Intermediate with FULL NAME OF THE COMPANY MEMBER OF THE ASSOCIATION, I/we engage to implement all necessary means and human, material and/or financial resources, that are required to achieve a successful registration of the above Substance/Intermediate.

	INFORMATION ON THE SIGNATORY OF THIS DECLARATION OF COMMITMENT (please add one table per signatory)
Name:	
Position:	
Professional address:	
Professional phone number(s):	
Professional fax number(s):	
Professional e-mail address:	

I/We, acting as Signatory on behalf of FULL NAME OF THE COMPANY MEMBER OF THE ASSOCIATION and of FULL NAME OF THE LEGAL ENTITY ACTING AS LEAD REGISTRANT IN REACH-IT (may be different from Member one, e.g.: an Affiliate company), execute this Declaration of Commitment as of the date first mentioned above my/our signature(s):

Place: _____

Date: _____

Signature: _____

APPENDIX 10

Code of Conduct of the EU Transparency Register

In their relations with the EU institutions and their Members, officials and other staff, registrants shall:

- always identify themselves by name and by the entity or entities they work for or represent; declare the interests, objectives or aims promoted and, where applicable, specify the clients or members whom they represent;
- not obtain or try to obtain information, or any decision, dishonestly, or by use of undue pressure or inappropriate behaviour;
- not claim any formal relationship with the EU or any of its institutions in their dealings with third parties, nor misrepresent the effect of registration in such a way as to mislead third parties or officials or other staff of the EU;
- ensure that, to the best of their knowledge, information which they provide upon registration and subsequently in the framework of their activities within the scope of the register is complete, up-to-date and not misleading;
- not sell to third parties copies of documents obtained from any EU institution;
- not induce Members of the EU institutions, officials or other staff of the EU, or assistants or trainees of those Members, to contravene the rules and standards of behaviour applicable to them;
- if employing former officials or other staff of the EU or assistants or trainees of Members of the EU institutions, respect the obligation of such employees to abide by the rules and confidentiality requirements which apply to them;
- observe any rules laid down on the rights and responsibilities of former Members of the European Parliament and the European Commission;
- inform whomever they represent of their obligations towards the EU institutions;
- Individuals who have registered with the European Parliament with a view to being issued with a personal, non-transferable pass affording access to the European Parliament’s premises shall:
- ensure that they wear the access pass visibly at all times in European Parliament premises;
- comply strictly with the relevant European Parliament’s Rules of Procedure;
- accept that any decision on a request for access to the European Parliament's premises is the sole prerogative of the European Parliament and that registration shall not confer an automatic entitlement to an access pass.

APPENDIX 11

Code of Conduct of the Association

Like all materials, production, development and use of precious metals may have positive and negative impacts on the environment, society and the economy.
The role, responsibility and added-value of precious metals' products will depend on the principles followed by the manufacturers, importers and users of precious metals, whether direct Members of the Association, or indirect Members of the Association, via a membership in a national association Member of the Association.

The Members commit to adhering to the following principles:

1. **Ethical business practices:** We will not tolerate forced labour, child labour, exploitation, unfair discrimination, etc. We will implement high standards of occupational health and safety surveillance and management measures. We will promote human rights in our operations and through our business relationships, and will promote in particular humane working conditions and social progress. We will exercise due diligence against our activities or those of our suppliers being misused to trigger, fund or prolong unlawful armed conflict.

2. **Compliance with regulatory and continuous improvement requirements:** We will implement safe chemical management, and environmental sound management of precious metals' production and precious metal products. We will fight VAT fraud and contribute to revising the EU VAT system to dissuade or prevent fraud, fight money-laundering, thefts, corruption and contributions to armed conflicts, etc.

3. **Resource efficiency:** We will, collectively, and as a forthcoming commitment, strive to determine the material flow and overall life-cycle of precious metal containing products as well as encourage innovation in order to better understand the environmental, social and economic impacts and benefits of precious metals throughout their life cycle.

4. **Transparency and openness to communicate:** We will promote transparent research, improvement, and progress; and aim at understanding and addressing stakeholders' (like governments, environmental associations, non-governmental organizations, employees, customers, suppliers, press and the public) expectations, and supporting arguments by evidence during advocacy; etc.

For associations which are members of the Association, it is expected that the above principles will be reflected in the association's own principles too. The Members B of the Association can however not be held liable for actions deviating from the above principles carried out by their respective members.
In light of the above, admission of a new Member will depend on a pre-screening exercise performed by the EPMF Secretariat and the members of the Board of Directors, on the basis of the candidate's commitment to the Code of Conduct of the Association, and the responses to the following admissibility questions:

- Do the entity's activity(ies) match the requirements to become a member of a precious metals association and the standard of its members?
- Is the entity known to any of the Members of the Association?
- Was the company already subject to an internal due diligence process of one of the EPMF member companies? Depending on the answer further investigation could be requested by the Board to a 3rd party (e.g.: law firm)
- Is there negative information on the entity requesting for membership? Depending on the answer further investigation could be requested by the Board to a 3rd party (e.g.: law firm)
- Is there a meaningful web presence that goes well beyond the sharing of contact details?
- Is the entity registered/in activity for a minimum of five (5) years?
- In which precious metal activities is the entity involved among the following; trade, sampling and assaying, smelting and refining, semi-finished products, packaging
- Who are the entity's customers' and what are its customers' main activities?

APPENDIX 12

Competition Law Compliance Guidelines

The Members shall not make any agreements concerning coordination of conduct that restrict or affect competition within the meaning of Article 101 of the Treaty on the Functioning of the European Union ("TFEU"); they shall observe the prohibition of abusing a market-dominating position pursuant to Article 102 of the TFEU:

I.

Article 101

1. The following shall be prohibited as incompatible with the internal market: all agreements between undertakings, decisions by associations of undertakings and concerted practices which may affect trade between Member States and which have as their object or effect the prevention, restriction or distortion of competition within the internal market, and in particular those which:
   (a) directly or indirectly fix purchase or selling prices or any other trading conditions;
   (b) limit or control production, markets, technical development, or investment;
   (c) share markets or sources of supply;
   (d) apply dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a competitive disadvantage;
   (e) make the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts.
2. Any agreements or decisions prohibited pursuant to this Article shall be automatically void.
3. The provisions of paragraph 1 may, however, be declared inapplicable in the case of:
   1. any agreement or category of agreements between undertakings,
   2. any decision or category of decisions by associations of undertakings,
   3. any concerted practice or category of concerted practices,

   which contributes to improving the production or distribution of goods or to promoting technical or economic progress, while allowing consumers a fair share of the resulting benefit, and which does not:

(a) impose on the undertakings concerned restrictions which are not indispensable to the attainment of these objectives;
(b) afford such undertakings the possibility of eliminating competition in respect of a substantial part of the products in question.

Article 102

Any abuse by one or more undertakings of a dominant position within the internal market or in a substantial part of it shall be prohibited as incompatible with the internal market in so far as it may affect trade between Member States.
Such abuse may, in particular, consist in:
(a) directly or indirectly imposing unfair purchase or selling prices or other unfair trading conditions;
(b) limiting production, markets or technical development to the prejudice of consumers;
(c) applying dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a competitive disadvantage;
(d) making the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts.

II.

The Members and the staff of the Federation shall act in compliance with the following checklist:

DO	DON'T
Application of competition law	
Art. 101 and 102 TFEU may be applicable to the conclusion of any preliminary agreement and activities of any preliminary phase.	Don't assume that conflicts with competition law are excluded simply by the fact that the Association's Articles of Association and Internal Rules complies with the provisions of the REACH Regulation.
Consultation in Matters of Competition Law	
Consult an in-house legal expert or the compliance officer of your company/association or an external lawyer whenever there are uncertainties respecting compliance with competition law. Stop all meetings/discussions which are not in compliance with these Compliance Guidelines until a legal expert has been involved.	Don't assume that these Compliance Guidelines deal with all competition law issues exhaustively. These Compliance Guidelines may therefore be regarded only as a means of providing general conduct recommendations.
Activities at any stage of operation of the Association	
Restrict cooperation to the initially defined goals and purposes of the cooperation.	Pursuant to Art. 101 and 102 TFEU, activities which have the object or the effect of preventing, restricting and/or distorting competition are prohibited within the scope of the Association's Articles of Association and Internal Rules, including: - Coming to agreement, including arrangements or collusions, about prices, markets and customers (see Art. 101 paragraph 1 a)-e) TFEU); - Bid-rigging; - Joint boycotting of other companies; - The unjustified unequal treatment of trade partners; - The abusive exploitation of a dominating market position.
Exchange of Confidential Information	
Involve a Trustee for the exchange of Confidential Information.	The discussion or exchange of information concerning market behaviour and having the object or the effect of preventing, restricting and/or distorting competition is inadmissible; in particular, this relates to : - Production capacities; - Productions or sales volumes; - Import volumes; - Market shares; - Price policy; - Distribution and marketing terms; - Marketing strategies; Information regarding the relationship with suppliers/customers

DO	DON'T
Meetings	
Review agendas for meetings in advance. Agendas and meeting documents must not include competitively sensitive issues. During the meeting: - Discussions should be limited to the agenda topics - Keep records of all meetings - If the discussion turns to a problematic topic, you must react immediately and actively dissociate yourself from the violation ○ Request that the discussion end ○ If the discussion continues, leave the meeting space ○ Ensure your objection and departure are recorded in the minutes ○ Inform the legal counsel of the Association or your company about the incident	
Documentation on Cooperation	
Keep minutes of all meetings which detail the subject of the meeting. In case of uncertainty, have the contents of the minutes reviewed by an external legal expert prior to sending them to all Members. Stop all meetings which are not in compliance with these Guidelines until a legal expert has been involved.	