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Precious Metals and Rhenium Consortium
c/o European Precious Metals Federation a.i.s.b.l.
Avenue de Broqueville 12
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via email to Renaud Nicolay <renaud.nicolay@epmf.be>



Hannover, 25th September 2014

Proposal – Development of occupational exposure scenarios for tetrachloroauric acid

Dear Mr Nicolay,

thank you very much for your interest in the services of EBRC, we hereby like to provide our proposal.

This proposal covers the development of occupational exposure scenarios and all tasks that are relevant for the development, such as gathering of information on exposure settings and inhalation monitoring data. EBRC will not be involved in further work related to the registrations, such as e.g. the hazard assessment. EBRC will not review the work conducted by other consultants, but nevertheless anticipates some effort for scientific exchange and discussions relating to the following aspects:

- Transfer of DNELs or DMELs for workers to EBRC (long-term and acute, inhalation and dermal and systemic and local) for each substance.
- Based on the hazard profile and available data, it may not be possible or reasonable to derive a quantitative hazard threshold, but to instead assess specific exposure patterns qualitatively.

The assessment of environmental exposure, consumer exposure and indirect exposure via the environment are intentionally not part of the work foreseen for EBRC. However, once uses for all substances are grouped by WCA, it may be discussed whether EBRC should generate a life cycle tree for the substance in Chesar for use in IUCLID Section 3.5 in accordance to other projects of PMC.

According to recently received information, only an occupational exposure assessment should be provided, and only for one gold substance (tetrachloroauric acid). Since the number of uses for the substance is not yet known, a definitive/precise quotation cannot yet be provided by EBRC. Thus, specific estimates are given per use for the time being. These estimates are considered conservative estimates.

We hope that the fruitful collaboration with the Precious Metals and Rhenium Consortium and the other involved consultancies can continue on this basis.

Please do not hesitate to contact us in the case of any questions.

Yours sincerely,

EBRC Consulting GmbH
Dr. R. V. Battersby, Daniel Vetter

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1. Phases of the project:

IV - Generation of chemical safety reports, covering the following tasks:

- Collection and collation of use information
- Collection of human health exposure information and exposure assessment
- Generation of Section 9 and 10 of CSRs

For the current proposal, exclusively Phase IV (Generation of chemical safety reports) is relevant. Three tasks are indicated to be relevant for this phase. In order to structure relevant sub-tasks for this project phase, further subtitles to the tasks are provided in the column “Sub-tasks” in the table below.

2. Proposed tabular approach for tetrachloroauric acid:

Phase & Title	Task	Sub-tasks	Cost estimate	Assumptions
Phase IV - CSA/CSR Generation	IV.1 Collection and collation of use information	IV.1.1 Amendment of questionnaire including communications with WCA/PM secretariat	1,072 € (1 day)	1 day
Phase IV - CSA/CSR Generation	IV.1 Collection and collation of use information	IV.1.2 Generation of life cycle tree for use in IUCLID Section 3.5	3,216 € (3 days)	3 days per substance (required for all substances)
Phase IV - CSA/CSR Generation	IV.2 Collection of human health exposure information and exposure assessment	IV.2.1 Generation of occupational exposure questionnaire, development of data base and collation of data, quality screening of questionnaire responses	10,720 € (10 days)	10 days in total
Phase IV - CSA/CSR Generation	IV.2 Collection of human health exposure information and exposure assessment	IV.2.2 Communication with users of the questionnaire	1,072 € (1 day)	0.25 days per questionnaire, 4 questionnaires assumed
Phase IV - CSA/CSR Generation	IV.2 Collection of human health exposure information and exposure assessment	IV.2.3 Generation of individual submission forms for the collection of inhalation monitoring data, communication with data submitters, set up of database and import of data	3,216 € (3 days)	1 day per data set, 3 data sets assumed
Phase IV - CSA/CSR Generation	IV.2 Collection of human health exposure information and exposure assessment	IV.2.4 Conduct of site visit(s): - Preparation of site visit(s) - Travel and participation - Follow up (separate budget required)	At cost	For site visits, a budget will be submitted for approval to PMC as a prerequisite to EBRC's participation and travel. Detailed invoices including relevant receipts will be provided. Time for preparation and follow up of site visits will be invoiced as accrued.
Phase IV - CSA/CSR Generation	IV.2 Collection of human health exposure information and exposure assessment	IV.2.5 Potential initiation of exposure monitoring campaigns if required (separate proposal required)	-	(separate proposal required)

Phase & Title	Task	Sub-tasks	Cost estimate	Assumptions
Phase IV - CSA/CSR Generation	IV.2 Collection of human health exposure information and exposure assessment	IV.2.6 Evaluation of received information: -occupational exposure questionnaires-additional information received from secretariat (e.g. dustiness) -inhalation monitoring data received from companies Derivation of exposure estimates for use in exposure scenarios	3,216 € (3 days)	3 days, maximum of 6 uses assumed
Phase IV - CSA/CSR Generation	IV.3 Generation of Section 9 and 10 of CSRs	IV.3.1 Generation of draft occ. ES for manufacture and uses of the various substances Circulation of draft ES and follow-up communication with manufacturers, downstream users, WCA and PM secretariat on exposure scenarios Generation of final draft occ. ES for manufacture and uses Finalisation of occupational exposure scenarios	5,360 € (5 days)	5 days, maximum of 6 uses assumed
Phase IV - CSA/CSR Generation	IV.3 Generation of Section 9 and 10 of CSRs	IV.3.2 Optional: work required for merging of occ. and env. ES	536 € (0.5 days)	2 days
Phase IV - CSA/CSR Generation	IV.3 Generation of Section 9 and 10 of CSRs	IV.3.3 Optional: Completion of IUCLID Section 3.7 not using Chesar	3,216 € (3 days)	5 days
Phase IV - CSA/CSR Generation	IV.3 Generation of Section 9 and 10 of CSRs	IV.3.4 Optional: work required for a downstream user questionnaire in order to gather information on operational conditions and risk management measures and efforts for analysing and reporting of results	2,144 € (2 days)	12 days
Phase IV - CSA/CSR Generation	IV.4 CSA / CSR production	not relevant for this project		

Phase & Title	Task	Sub-tasks	Cost estimate	Assumptions
Phase IV - CSA/CSR Generation	IV.5 Other/ <i>Ad hoc</i>	IV.5.1 Conference calls and meetings (to be assigned to project phases to which the call or meeting contents refer to)	At cost	For face-to-face meetings, a budget will be submitted for approval to PMC as a prerequisite to EBRC's participation and travel. Detailed invoices including relevant receipts will be provided. Time for preparation and follow up of meetings will be invoiced as accrued.
Phase IV - CSA/CSR Generation	IV.5 Other/ <i>Ad hoc</i>	IV.5.2 Scientific support for issues that are not yet foreseen (to be identified as "additional effort" during invoicing and to be assigned to the specific topic to which the additional work refers to)	At cost	To be invoiced as accrued.

3. General terms and conditions

Pricing

Scientific work (in house) performed in the context of this project is charged according to our daily rates (effective as of 01.07.2014) of EUR 1,072.00 for scientists and EUR 536.00 for administrative staff, whereas consulting travelling activities are invoiced at daily rates of EUR 1,172.00. Costs for any literature searches would be invoiced according to actual on-line charges for the search itself, plus a rate of EUR 134.00/hour for the performance and the documentation of the search. Obtaining relevant primary literature usually incurs a charge of EUR 45.00 per article (e.g. from journals, special literature orders after consulting the sponsor and by costs incurred). Any required travel and meeting expenses would be invoiced based on the amount actually incurred per occasion, whereby it may seem reasonable to propose a budget if the prerequisites (total number and extent of meetings per year) are laid down in sufficient detail by the sponsor. In consideration of the duration of the contract, these rates are subject to an annual rise by 3 % to compensate for inflation and general cost increases, effective as of July 1st of each subsequent year.

General terms and conditions

All prices listed above for EBRC are expected to be subject to German MwSt. (VAT, 19 %) in addition to the prices quoted above only if the billing address is within Germany. In other cases, it is assumed that EU VAT laws exempt these services for such taxation. Travel and meetings costs/ expenses are not included in this offer. This quotation is valid for 4 weeks as of date of issue.

Invoicing

Regular invoicing is proposed to be on a bimonthly basis, according to project progress as documented with each invoice. Upon acceptance of this quotation, we would expect a first interim instalment of 10 % of the total contract volume. This instalment will be offset against the final invoice, depending on agreement with the client and progress of the project. The final invoice will be due after delivering the draft report/dossier.

Use of subcontractors

The scientific work described above will be conducted primarily by EBRC, usually without involvement of any further subcontractors. The only exception is in the case that the client would entrust either organisation with the commissioning, monitoring and auditing of experimental studies, in which case the consultant(s) would subcontract only in close agreement with the client. The following provisions relating to any subcontracting shall apply: EBRC may enter into subcontracts in connection with its performance provided that they notify the client of their intention to engage a subcontractor at least one month prior to the effective date of engagement of the subcontractor. The client may withhold its consent, however not unreasonably. Failure on the part of the client to respond within two weeks from the date of receipt of the consultant's notification shall be considered as consent on behalf of the client. The consultant(s) shall however at all times remain solely liable for the due performance of subcontracted work pursuant to the provisions of this project.

Confidentiality provisions

Draft secrecy agreements can either be provided by the consultant to the client, or we are also comfortable to review a text of such an agreement as provided by the client. Without prejudice to the closing of such specific secrecy agreements, each party shall maintain in confidence and shall use only for purposes of this project all information disclosed by other parties. Notwithstanding the foregoing, any party may disclose such confidential information to its affiliates, directors and employees, provided that such party has provided prior agreement to hold in confidence and not make use of such confidential information for any purpose other than those permitted by the agreement covering this project.

Governing Law and Dispute Resolution

Any agreement on our services to be rendered within the context of this proposal shall be governed by and interpreted in accordance with the laws of Germany without regard to conflicts of laws principles. Without prejudice to any parties' right to seek urgent provisional relief at any time and from any competent court, the parties shall resolve their disputes in connection as follows: (i) in the first instance, the Parties shall seek to resolve their disputes amicably through bilateral discussions; (ii) in the event of failure of such discussions, all disputes arising out of this work shall be finally settled by arbitration. The place of arbitration shall be Germany. The arbitration shall be held in German. The arbitrators shall not have the powers of amiable composition.

Signature page

This contract between both parties is agreed based on the work described in this proposal and confirmed by signatures below:

EBRC

Date:

Dr. R.V. Battersby
Director

Client

Date:

Name:

Date:

Name: