



**AGREEMENT ON LETTER OF ACCESS**

**for the joint registration of [REDACTED], EC [REDACTED], CAS [REDACTED] under the REACH Regulation  
1907/2006/EC**

(hereinafter referred to as '**the Agreement**')

**The Members of the Precious Metals and Rhenium Consortium** constituted on 15 September 2007 for the registration of various substances including [REDACTED], EC [REDACTED], CAS [REDACTED], as described in its corresponding ID Card, hereinafter referred to as the "**Substance**", under the REACH Regulation 1907/2006/EC (**'the REACH Regulation'**);

Hereinafter collectively referred to as the "**Consortium**" or "**Consortium Members**" (as the case may be);

Represented by the European Precious Metals Federation (hereinafter "**EPMF**"), acting as the Consortium's secretariat and duly empowered for the purpose hereof;

and

The legal entity purchasing this Letter of Access represented by an Only Representative, a Third Party Representative, or none of these,

Hereinafter referred to as the "**Grantee**",

**hereinafter collectively referred to as the "Parties" or individually as the "Party"**

**AGREE AS FOLLOWS:**

1. Through a '*Letter of Access*' to be issued by the EPMF on behalf of the Consortium, the Consortium shall:
  - (i) grant to the Grantee and its Affiliates listed in Annex 1 (the "**Affiliates**") a right to refer to the joint registration dossier, which is in the legal possession of and submitted by the Consortium Members in support of the joint submission under the REACH Regulation (hereinafter collectively referred to as the "**Dossier**") of the **Substance** mentioned in the title of this Agreement and as described by the Consortium in its relevant ID Card (hereinafter referred to as "**Substance**"), and
  - (ii) provide to the Grantee the information detailed in Annex 2.

Annex 1 and Annex 2 may be amended from time to time as agreed in writing by the Parties.



## 2. Letter of Access fee

- 2.1. **Contribution to administrative costs.** An amount of EUR [ ] ([ ] euros) will be included in the Letter of Access fee in order to cover for the Grantee's and its Affiliates' contribution to the administrative costs (e.g human resources including the Consortium Secretary General, the Consortium Secretariat's personnel, the Consortium Regulatory Affairs Manager and the Consortium's office costs, meetings and travel costs, Assembly costs, Trustee fees, Accountant fees, External legal counsel fees, etc.) required to communicate with and collect feed-back from the relevant SIEF, prepare and maintain the Registration Dossiers. This amount will be charged on the basis of the relative proportion of human resources expended by the Consortium for the group of metal to which the Substance belongs, no matter the number, type or tonnage band of the Substance the Grantee is purchasing a Letter of Access for from the Consortium. This contribution to administrative costs will be paid only once per group of substances (e.g. silver and silver compounds).
- 2.2. **Contribution to other applicable costs.** The other applicable costs are those incurred by the Consortium particularly but not only related to Information and Study(ies) licensed from a disclosing party, the remuneration of the scientific managers and consultants, the performance of the tests to comply for the REACH Regulation requirements, the cost of the samples of Substances, etc. The Grantee's contribution to the other applicable costs shall be as follows:
- 2.2.1. **Substance > 1000 t/a.** If the Grantee and its Affiliates aim at registering a tonnage of 1000 (one thousand) or more tonnes per year for the **Substance** that the Grantee and its Affiliates manufacture or import or intend to manufacture or import in the European Economic Area (hereinafter "EEA"), as a substance , the Grantee shall pay a fee of EUR [ ] ([ ] euros).
- 2.2.2. **Substance between 100 - 1000 t/a.** If the Grantee and its Affiliates aim at registering a tonnage of 100 (one hundred) or more tonnes per year but less than 1000 (one thousand) tonnes per year for the **Substance** that the Grantee and its Affiliates manufacture or import or intend to manufacture or import in the EEA as a substance, the Grantee shall pay a fee of EUR [ ] ([ ] euros).
- 2.2.3. **Substance between 10 - 100 t/a.** If the Grantee and its Affiliates aims at registering a tonnage of 10 (ten) or more tonnes per year but less than 100 (one hundred) tonnes per year for the **Substance** that the Grantee and its Affiliates manufacture or import or intend to manufacture or import in the EEA as a substance, the Grantee shall pay a fee of EUR [ ] ([ ] euros).
- 2.2.4. **Substance between 1 - 10 t/a.** If the Grantee and its Affiliates aim at registering a tonnage of 1 (one) or more tonnes per year but less than 10 (ten) tonnes per year for the **Substance** that the Grantee and its Affiliates manufacture or import or intend to manufacture or import in the EEA as a substance, the Grantee shall pay a fee of EUR [ ] ([ ] euros).



- 2.2.5. Intermediates under Strictly Controlled Conditions<sup>1</sup>.** If the Grantee and its Affiliates aim at registering a substance as an isolated intermediate under SCC in any tonnage band for the substance as intermediate that the Grantee and its Affiliates manufacture or import or intend to manufacture or import in EEA, the Grantee shall pay, a fixed fee of EUR [ ] ([ ] euros).
- 2.3.** Upon signature of the present Agreement, the Grantee shall submit to the Consortium's Trustee a Substance and tonnage band declaration (which model is given in Annex 3 hereto), using the form provided by the Secretariat for this purpose.
- 2.4.** For the avoidance of doubts, it is specified that all costs incurred by the Consortium in relation to Authorisation are excluded from the administrative costs and the other applicable costs.
- 3. Justification of Letter of Access fee.** The above fees have been, or shall be, calculated in a fair, transparent, non-discriminatory, and non-for-profit manner by the Consortium, pursuant to the cost-sharing formula and principles defined in the Consortium Agreement which can be consulted upon written request to the Secretariat. The Consortium reserves the right to adjust the Letter of Access fees; any adjustment shall be adequately justified.
- 4. Payment of Letter of Access fee - Reimbursement mechanism**
- 4.1** The Grantee will pay to the Consortium, on its behalf and on behalf of its Affiliates:
- (i) the fee set out in Article 2.1 together with the applicable fee in Articles 2.2.1 to 2.2.5, immediately upon receipt of a first invoice issued by the Consortium;
  - (ii) additional fees which shall be the object of subsequent invoices issued by the Consortium. The calculation of the additional fee shall take into account any additional cost which may have been incurred by the Consortium for the preparation or the updating of the Dossier for the reasons as set out in Article 5.2. The subsequent invoices are payable 30 days following their date of issuance.
- 4.2.** The Consortium's Management Committee may decide to implement fair and transparent reimbursement mechanism applicable to all co-registrants to allow the potential adjustment of the contribution in the costs when other registrants subsequently join the Consortium Agreement or acquire Letters of Access. This reimbursement mechanism shall include a method of proportional redistribution of their share of costs paid. The reimbursement mechanism shall also take into account the following factors: the maintenance obligations related to a registration dossier, potential future ECHA requirements and the economic viability of certain reimbursements where the costs of reimbursement are higher than the amount to be reimbursed.

---

<sup>1</sup> as described in Article 18(4) of the REACH Regulation and any associated industry or ECHA guidance.



5. **Information provided with the Letter of Access**

- 5.1 Provided the relevant Letter of Access fee referred to in Article 2 of this Agreement has been duly paid, the Grantee and its Affiliates shall receive from the Consortium upon settlement of all invoices related to this Agreement:
- (i) a Letter of Access (which model is given in Annex 4 hereto), and
  - (ii) the information listed in Annex 2 necessary for the registration of the **Substance**.
- 5.2 The Letter of Access shall state that the Grantee and its Affiliates have the right to refer to the Dossier prepared by the Consortium in support of the registration under the REACH Regulation of the **Substance**. The Letter of Access shall cover any spontaneous updates (as understood within the meaning of the REACH Regulation) of the Dossier or updates requested by ECHA (e.g. following compliance check, assessment of testing proposals, Dossier Evaluation) and/or Competent Authority(ies) (e.g. following Substance Evaluation) under REACH prepared by the Consortium, provided the Grantee has paid, where relevant, any subsequent invoices as per but not limited to those referred to in Article 4.1 (ii).

6. **Rights granted to the Grantee and its Affiliates**

- 6.1. The Parties agree that the right of the Grantee and its Affiliates to refer to the Dossier is subject to the following restrictions:
- 6.1.2. The Grantee and its Affiliates are allowed to refer to the Dossier for the sole purpose of registration of the **Substance** under the REACH Regulation.
  - 6.1.3. The right to refer is solely granted in favour of the Grantee and its Affiliates listed in Annex 1 and is not transferable to any other entity or person, without prior written consent of the Consortium.
  - 6.1.4. Unless otherwise agreed, the Grantee and its Affiliates are not authorised to receive any copies of the Dossier nor are they authorised to inspect or view the Dossier or any related specific document in whole or in part except (i) the documents that are published on the internet pursuant to Article 119 of the REACH Regulation, and (ii) the information mentioned in Annex 2.
  - 6.1.5. In any case, the Grantee and its Affiliates may not disclose or communicate to any third party the information mentioned in Annex 1 without the prior written consent of the Consortium, except if such disclosure or communication is made to the European Chemicals Agency or any other competent authorities in strict accordance with the REACH Regulation.
- 6.2. This Agreement shall not grant any property rights whatsoever (including –but not limited to- intellectual property rights) of the Dossier or any part of it to the Grantee and its Affiliates.
- 6.3. This Agreement does not give any Consortium membership rights to the Grantee and its Affiliates.



7. **Additional data.** Nothing in this agreement shall require the Consortium to provide or to file any additional data with the European Chemicals Agency and/or any other competent authority.
8. **Liability of the Lead Registrant.** To the maximum extent permitted by law, the Grantee acknowledges and accepts that the Lead Registrant (who will submit the Dossier to the European Chemicals Agency on behalf of the other registrants) shall not be liable for any direct, indirect or consequential loss or damage, including loss of profit or of business, sustained by the Grantee in connection with the Joint Submission, except if the liability is attributable to the gross negligence or wilful misconduct of the Lead Registrant.
9. **Liability of the Consortium.** To the extent permitted by law, the Consortium shall not be liable in contract or otherwise for any direct, indirect or consequential loss or damage, including loss of profit or of business, sustained by the Grantee and its Affiliates in connection with this Agreement, except if the liability is attributable to the gross negligence or wilful misconduct of the Consortium [Members].
10. **Enforceability.** The Consortium and any of the Consortium Members shall have the right to enforce this Agreement towards the Grantee and its Affiliates. The Grantee and its Affiliates accept to indemnify the Consortium against any breach of this Agreement except to the extent caused or contributed to by the Consortium or any of the Consortium Members, as duly recognised by courts. In no event shall the Grantee and its Affiliates be responsible for any loss of profit, revenue, business, goodwill, data, or any other indirect or consequential loss incurred by the Consortium and the Consortium Members.
11. **Waiver.** Failure by the Consortium to enforce at any time any of the provisions hereof shall not be construed nor shall be deemed to be a waiver of the Consortium's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Consortium's rights to take subsequent action.
12. **Severability.** In the event that any of these terms, conditions or provisions are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.



13. **Disputes or claims**

- 13.1. Any disputes or claims relating to this agreement and any legal issues arising from this Agreement shall be governed exclusively by Belgian law, without regard to its conflict of law rules.
- 13.2. 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 of 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 in writing.

If an attempt at settlement has failed, the Parties will submit the dispute, controversy or claim to the exclusive jurisdiction of the Belgian courts.

During the period of any court proceedings, the Parties shall continue to perform their respective obligations under this Agreement insofar as the circumstances will allow it but without prejudice to a final adjustment in accordance with the court decisions.

14. **Definitions.** Except otherwise stipulated in this Agreement, the words used shall have the same meaning and definition as provided in the REACH Regulation.
15. **Entire Agreement.** No amendments to or changes or modifications of this Agreement may be made except in writing signed by a duly authorised representative of each of the Parties.



**FOR THE PRECIOUS METALS AND RHENIUM CONSORTIUM MEMBERS:**

By: Mrs. France Capon, on behalf of the European Precious Metals Federation, acting as the Consortium's secretariat and duly empowered for the purpose hereof.

Date: [REDACTED]

Address: Precious Metals & Rhenium Consortium c/o EPMF a.i.s.b.l.  
Avenue de Broqueville 12  
B-1150 Brussels  
Belgium

**FOR THE GRANTEE:**

By: [REDACTED], authorized signatory of the Grantee and of its Affiliates

Date: [REDACTED]

Address: [REDACTED]

Via the signature of the Letter of Access Agreement the Grantee expressly takes the commitment *inter alia* to participate to the Joint Submission of the Dossier related to the Substance and hence to compensate the Consortium for the development, submission, and update of the related Dossier by paying the related invoice(s) issued by the Consortium in accordance with the terms of this Letter of Access Agreement.

**List of Annexes:**

- Annex 1 – Information on the Grantee and the Grantee's Affiliates
- Annex 2 – Information provided with the Letter of Access
- Annex 3 – Model of Substance and tonnage band declaration
- Annex 4 – Model of Letter of Access



**Annex 1 – Information on the Grantee and the Grantee’s Affiliates**

<b>Information box 1</b>		<b>INFORMATION ON THE GRANTEE</b>	
Name:			
Registered address:			
Phone number(s):			
Emails:			
Website:			
Invoicing address:			
VAT number:			
UUID:			

<b>Information box 2</b>		<b>INFORMATION ON THE GRANTEE’S AFFILIATES</b>		
	Name	Address	UUID	
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				



**Annex 2 – Information provided with the Letter of Access**

**Annex 2A – Information provided for a Substance registration**

No	Information provided	Brief description
1.	Joint submission object name and token number	The token number will enable the Grantee to activate its participation in the joint submission created by the Lead Registrant
2.	Company-specific IUCLID 6 file	The IUCLID 6 company-specific file is a template IUCLID 6 file containing all the joint information that can be submitted individually to ECHA. The file can be uploaded onto the registrant's IUCLID 6 software, completed with company-specific information, and submitted as the (non-Lead) registrant's individual submission to ECHA as per PMC Guidance instructions (provided with the IUCLID 6 file)
3.	A copy of the Chemical Safety Report including the Exposure Scenario	Recommendations will enable the Grantee to safely handle the Substance, update the Grantee's Safety Data Sheet and communicate applicable risk management measures to its downstream users, etc., where relevant
4.	List of identified uses for the substance	List of uses identified and supported by the Members of the Consortium following a proper risk assessment, where relevant
5.	Agreed Classification and Labelling	Classification and labelling that has been derived for the Substance based on existing (and generated) data as required under CLP/GHS

**N.B.:** Information 3. and 4 above is only provided in the event a Chemical Safety Assessment is performed and a Chemical Safety Report is prepared (for >10 t/a hazardous substances)



**Annex 2B – Information provided for a SCC Intermediate registration**

<b>No</b>	<b>Information provided</b>	<b>Brief description</b>
1.	Joint submission object name and token number	The token number will enable the Grantee to activate its participation in the joint submission created by the Lead Registrant
2.	Company-specific IUCLID 6 file	The IUCLID 6 company-specific file is a template IUCLID 6 file containing all the joint information that can be submitted individually to ECHA. The file can be uploaded onto the registrant's IUCLID 6 software, completed with company-specific information, and submitted as the (non-Lead) registrant's individual submission to ECHA as per PMC Guidance instructions (provided with the IUCLID 6 file)
3.	Agreed Classification and Labelling	Classification and labelling that has been derived for the Intermediate based on existing (and generated data) as required under CLP/GHS



**Annex 3 – Model of Substance and tonnage band declaration**

Group	Name	EC N°	CAS N°	Known Classification	Tonnage Band (t/a)				REACH Category		Grantee or Grantee's Affiliate's UUID
					≥ 1000	100 - 1000	10 - 100	1 - 10	Substance	Isolated Intermediate* under SCC **	
Example 1	Silver	231-131-3	7440-22-4	Not classified	x				x		
Silver											
Gold											
Palladium											
Platinum											
Rhodium											
Ruthenium											
Iridium											
Refinables											
Rhenium											

\* Please ensure that materials you declare as being intermediates do fulfil the definition of intermediate as per Article 3 of the REACH regulation and that  
 \*\* As per Articles 17 and 18 of the REACH regulation and the latest ECHA Guidance on intermediates



**Annex 4 – Model of Letter of Access**

European Chemicals Agency  
P.O. box 400  
00121 Helsinki  
FINLAND

**Letter of Access for the registration of [REDACTED], EC [REDACTED], CAS [REDACTED] under REACH Regulation 1907/2006/EC.**

Dear Sirs,

The Precious Metals and Rhenium Consortium constituted on 15 September 2007 for the registration of various substances (metal and compounds) under the REACH Regulation (hereafter referred to as “the Consortium”) agrees that the data, studies, summaries, waiving argumentations, reasoning of testing proposals and/or assessments owned by the Consortium Members and submitted by the Consortium (through a Lead Registrant) in support of the registration under the REACH Regulation of:

Substance: [REDACTED] EC [REDACTED], CAS [REDACTED], as described in its corresponding ID Card

(hereinafter referred to as the “Dossier”), may be referred to by:

Grantee: (Registering legal entity’s UU-ID:)

Representing:

in order to support the Grantee’s registration of the above mentioned Substance as a [SELECT ONE: Substance, or strictly controlled Intermediate] in the following tonnage band under the REACH Regulation: [SELECT ONE: 1-10 t/a; 10-100 t/a; 100-1000 t/a or > 1000 t/a], as described in the ID card provided to the SIEF.



The right to refer to the Dossier is subject to the following restrictions:

1. The Grantee is allowed to refer to the Dossier for the sole purpose of registration of the above Substance under the REACH Regulation.
2. The right to refer is solely granted in favour of the Grantee and is neither transferable nor assignable to any other entity or person without the prior written consent of the Consortium Members.
3. Unless otherwise agreed, the Grantee is not authorised to receive any copies of the Dossier nor is authorised to inspect or view the Dossier or any related specific document in whole or in part, except (i) the documents that are published on the internet pursuant to Article 119 of the REACH Regulation, and (ii) the information listed in Annex 1 of the Agreement it has signed with the Consortium.
4. Nothing in this Letter of Access shall require the Consortium to provide or to file any additional data, but the potential updates to the Dossier prepared by the Consortium.
5. This Letter of Access shall in no event be construed as granting the Grantee any property rights whatsoever (including –but not limited to- intellectual property rights) in the Dossier.
6. In any case, the Grantee may not disclose or communicate to any third party, the information received from the Consortium without the prior written consent of the Consortium, except if such communication is made to the European Chemicals Agency or any other competent authorities in strict accordance with the REACH Regulation.
7. To the extent permitted by law, the Consortium shall not be liable in contract or otherwise, for any direct, indirect or consequential loss or damage, including loss of profit or of business, sustained by the Grantee, except if the liability is attributable to the gross negligence or wilful misconduct of the Consortium Members.
8. Any disputes or claims relating to this Letter of Access and any legal issues arising from it shall be governed exclusively by Belgian law, without regard to its conflict of law rules.

Date:

Signature:

Name: Mrs. France Capon, on behalf of the European Precious Metals Federation, acting as the Consortium's secretariat and duly empowered for the purpose hereof