

COLLABORATION AGREEMENT

This Collaboration Agreement ("Agreement") is entered into on 22 March 2013.

By and Between

- (1) The Precious Metals and Rhenium Consortium set up under the auspices of the **European Precious Metals Federation** (PMC c/o EPMF), an international non-profit association registered under Belgian law, with registered address Avenue de Broqueville 12, B-1150 Brussels, Belgium, acting on behalf of its members, (hereinafter referred to as "PMC");

And

- (2) **Agfa-Gevaert N.V.**, a company registered under Belgian law, with registered address Septestraat 27, B-2640 Mortsel, Belgium, member of the Imaging and Printing Association, and acting for the purpose of this Agreement as lead registrant in the REACH framework (as described hereunder), (hereinafter referred to as "Agfa-Gevaert" or the "Lead Registrant");

Hereinafter individually referred to as "Party" and collectively referred to as "Parties".

Preamble

- A. The Parties are involved in the preparation, the submission, and the update of joint registration dossier(s) related to substances in accordance with the European Community Regulation EC 1907/2006 ("REACH"), hereafter referred to as the "Joint Registration Dossiers".
- B. In this framework,
- PMC, in the scope of its 'Ag Project', has prepared a dataset to register silver (Ag) and a number of Ag compounds (a.o. silver chloride (AgCl), with EC number 232-033-3, and CAS number 7783-90-6) under REACH and uploaded it onto IUCLID 5;
 - Agfa-Gevaert, as well as some other companies members of the Imaging and Printing Association ("I&P"), are required to register AgCl under REACH but also silver bromide (AgBr) with EC number 232-076-8, and CAS number 7785-23-1; and silver iodide (AgI), with EC number 232-038-0, and CAS number 7783-96-2; which are not in scope of the said PMC 'Ag Project', (the three substances, or one, or two of them, as the case may be, being hereinafter referred to as the "Substance(s)").
- C. Neither Agfa-Gevaert nor the other concerned companies members of I&P are, or are wishing to become, members of PMC; instead, they have decided to be part of the joint submission, and be granted the right to refer to the Joint Registration Dossier(s), through (an) *ad hoc* Letter(s) of Access to be granted by PMC.
- D. Therefore, the PMC General Assembly, in its Plenary Meeting held on June 14, 2012, expressly agreed that PMC would (i) update the existing Joint Registration Dossier for AgCl and (ii) prepare, together with its consultants/contractors (such as EBRC, WCA, ARCHE, etc.), Joint Registration Dossiers for AgBr and AgI.
- E. The relevant members of PMC and of I&P have furthermore agreed to designate Agfa-Gevaert, which accepts, as Lead Registrant for AgCl, AgBr and AgI, in order to submit to ECHA the Joint Registration Dossiers related to the said Substances. As Agfa-Gevaert is not a member of PMC, the PMC General Assembly, in its Plenary Meeting held on June 14, 2012, agreed, by specific

derogation, to designate Agfa-Gevaert as Lead Registrant pursuant to Article 11(1) REACH, for the submission of the Joint Registration Dossiers for the said three Substances.

- F. Agfa-Gevaert is also required to register silver behenate (CAS number 2489-05-6), also known as silver(I) docosanoate, silver docosanoate or behenic acid silver salt, under REACH (hereinafter referred to as "silver behenate"). Silver behenate is not in scope of the said PMC 'Ag Project' but Agfa-Gevaert needs to use the data, studies, summaries, waiving argumentations, reasoning of testing proposals and/or assessments contained in the Registration Dossier of silver nitrate, EC number 231-853-9, CAS number 7761-88-8 ('Silver nitrate dataset'), owned by PMC Members, to prepare the registration of silver behenate and act as Lead Registrant for this registration, independently from PMC.

THEREFORE, THE PARTIES HAVE AGREED UPON THE FOLLOWING:

1. Purpose of the Agreement

With the view to fulfill their regulatory obligations under REACH with respect to the Substances, the Parties undertake to cooperate under the terms of this Agreement in order to:

- (i) prepare and keep up to date the Joint Registration Dossiers for the Substances (including a.o. the update of the existing AgCl Joint Registration Dossier),
- (ii) have in place *ad hoc* Letter of Access agreements, or *ad hoc* Letter to Use agreement as the case may be, and so
- (iii) allow the Lead Registrant to submit the Joint Registration Dossiers for the Substances and to use the silver nitrate dataset to prepare the Registration Dossier for silver behenate

The above being hereinafter referred to as the "Purpose" of this Agreement.

2. Preparation of the Joint Registration Dossiers

2.1 The Joint Registration Dossiers for the Substances will be prepared under the auspices of the PMC, and involve:

- (i) PMC secretariat, and in particular:
 - PMC' Secretariat and Trustee, who shall be the contact person towards I&P and the Lead Registrant, and shall be the person in charge of the coordination and implementation of this Agreement, including, but not limited to, all administrative tasks related to the completion or review of the Joint Registration Dossiers, SIEF communication, liaison with ECHA, setting up agreements with consultants and with any other third party, as well as any related financial matters; and
 - PMC's Scientific Manager, who shall be in charge of reviewing the quality and robustness of the content of the Joint Registration Dossiers;
- (ii) PMC consultants, who shall be the same as those who participated in the preparation of the Joint Registration Dossiers for Ag, AgO and AgNO₃ (i.e. EBRC and WCA), as well as ARCHE who will perform the waste exposure assessment related work;
- (iii) HW Consult, acting as 'project manager' for the concerned companies members of I&P, responsible for ensuring a smooth preparation of the Joint Registration Dossiers by

facilitating the exchanges between consultants and the concerned companies members of I&P;

(iv) I&P, acting as 'administrative secretariat' to organize, hold, and prepare and circulate the minutes of the project progress conference calls and meetings with the concerned companies members of I&P, the PMC secretariat, the PMC consultants, and/or Hugo Waeterschoot as applicable.

- 2.2 The Joint Registration Dossiers will be prepared on the basis of the existing Ag and Ag compounds' dataset made by PMC, using the same approach, methodology and standard as those followed to prepare the joint registration dossiers for any other substances under the PMC 'Ag Project'.
- 2.3 The Parties shall closely cooperate for the Purpose of this Agreement. They will endeavour to assign *ad hoc* resources to the preparation of the Joint Registration Dossiers, and keep each other informed on all aspects relevant to the preparation of these Dossiers.
- 2.4 The Parties shall review and approve the Joint Registration Dossiers before their submission by Agfa-Gevaert to ECHA.

3. Submission of the Joint Registration Dossiers

- 3.1 The role, duties and responsibilities of Agfa-Gevaert as Lead Registrant are described in Annex 1 of this Agreement. Agfa-Gevaert has committed itself to comply with said rules by duly completing and signing each 'Declaration of Commitment' related to the Substances, as available in Annex 2 of this Agreement.
- 3.2 In compliance with Article 11 of REACH, Agfa-Gevaert shall submit to ECHA the Joint Registration Dossiers for AgCl, AgBr and AgI, with the agreement of and on behalf of the legal entities participating in the joint submission of each Substance, without undue delay.
- 3.3 Notwithstanding anything to the contrary under this Agreement, the Parties remain individually responsible to comply with REACH, in particular, but not limited to, regarding individual submission of the information required under Article 11(1) of REACH.

4. Updating the Joint Registration Dossiers

- 4.1 Updates of the Joint Registration Dossiers that PMC commits to support and coordinate in the framework of this Agreement are:
 - (i) Updates to include new information:
 - On-going PMC research work: whenever this work delivers, the results are incorporated in all Joint Registration Dossiers concerned by the findings;
 - Studies by academia and/or research organisations: PMC secretariat and consultants will monitor research projects of relevance to the Ag project as well as perform regular literature reviews to identify any new information which may be of relevance to the risk assessment of Ag and Ag compounds. If anything reliable and relevant is found, it will be incorporated in all Joint Registration Dossiers concerned.
 - (ii) Updates to adapt the dossier to new guidance or legal requirements: whenever new ECHA guidance becomes available or REACH/CLP requirements are reviewed and adjusted, PMC evaluates how this affects the existing Joint Registration Dossiers and prepares the necessary updates to comply with the latest standards;

- (iii) Updates to respond to ECHA or Member State requests: when a Joint Registration Dossier is subject to Dossier Evaluation or Substance Evaluation, respectively, PMC will support registrants of the concerned Substance(s) with the preparation of updates to the Joint Registration Dossiers.
- 4.2 In compliance with Article 11 of REACH, Agfa-Gevaert shall submit to ECHA the Joint Registration Dossier updates for AgCl, AgBr and AgI, with the agreement of and on behalf of the legal entities participating in the joint submission of each Substance.
- 4.3 Notwithstanding anything to the contrary under this Agreement, the Parties remain individually responsible to comply with REACH, in particular, but not limited to, regarding updates of the individual Registration Dossier submitted by each registrant.

5. Letter of Access ('LoA') agreement(s)

- 5.1 Subject to the respect of the terms and conditions stipulated in specific 'Letter of Access agreement(s)' to be executed by PMC and each of the concerned companies members of I&P (and, in particular, subject to the effective prior payment of Letter of Access fee), PMC shall grant to said companies respectively concerned a right to refer to the Joint Registration Dossier(s) in support of the registration of their Substances.
- 5.2 A 'Letter of Access agreement' shall have to be executed by and between PMC and each of the concerned companies members of I&P.
- 5.3 Unless required and mutually agreed upon by the Parties, the Letter of Access agreement(s) shall be executed according to the *template* available in Annex 3 of this Agreement.

6. LoA fees, Registration fees and other costs

- 6.1 Unless otherwise stipulated by the Parties, PMC shall bear the costs and expenses related to the preparation of the Joint Registration Dossiers under this Agreement, which include the costs and expenses related to the PMC secretariat, to the consultants as described in Article 2 (i) and (ii), or to dedicated testing previously approved by PMC, but exclude the costs and expenses related to the project manager and administrative secretariat described in Article 2 (iii) and (iv), which shall be borne by the above mentioned concerned companies members of I&P.
- 6.2 For any avoidance of doubt, as Agfa-Gevaert is not a Member of PMC, PMC will grant Agfa-Gevaert a right to refer to the Joint Registration Dossiers prepared by PMC for AgCl, AgBr, and AgI provided that Agfa-Gevaert has signed the corresponding Letter of Access agreements and paid the associated Letter of Access fees.
- 6.3 In the event an update of the Joint Registration Dossiers must be prepared, PMC reserves the right to charge one or more additional Letter of Access fees which will take into account any additional cost incurred by PMC to prepare the update of the Joint Registration Dossier(s) as described in Article 4.1 above.
- 6.4 The Registration fees due to ECHA shall be borne by each registrant to whom they apply. Such fees are not included in any of the costs incurred to prepare the Joint Registration Dossiers or any of its/their updates, nor are these included in the Letter of Access fees.

7. Ownership and use rights

- 7.1 The Joint Registration Dossiers, as well as the information and data contained or generated therein ("Information"), and in any Dossier prepared by PMC, shall be the ownership of PMC Members in accordance with the provisions of the Consortium Agreement governing PMC and its Members.
- 7.2 In no event the granting of a Letter of Access or a Licence to Use by PMC (through a Letter of Access agreement or a Licence to Use Agreement) can affect the legal ownership of the Information towards its/their owner(s).
- 7.3 PMC has the exclusive right to grant a right to refer to the Joint Registration Dossiers to third party(ies) which is(are) potential registrant(s) under REACH, via an *ad hoc* Letter of Access Agreement. In no case may the present Agreement affect, or be detrimental to, such PMC exclusive rights of granting.
- 7.4 Agfa-Gevaert shall have a non-exclusive and free of charge right to use the Information contained in the silver metal and the silver nitrate dataset for the purpose of discharging any regulatory obligations under the REACH Regulation for silver behenate (CAS number 2489-05-6), also known as silver(I) docosanoate, silver docosanoate or behenic acid silver salt, provided that the PMC Secretariat is promptly and previously notified of the purpose for which the Information is to be used for by Agfa-Gevaert. The corresponding Licence to Use granted to Agfa-Gevaert for this purpose is attached as Annex 4 to this Agreement.

8. Confidentiality

- 8.1 Agfa-Gevaert shall treat all Information as confidential and shall not disclose to any third party (including any of Agfa-Gevaert's affiliates) the confidential and/or proprietary Information received from PMC without the prior written consent of PMC. In particular, any disclosure that has the potential to result in public disclosure of the Information contained in the Joint Registration Dossiers beyond the normal publication of the registration dossier contents on ECHA's dissemination portal, shall only be permissible after prior written notice to the PMC, which shall be provided with reasonable opportunity to challenge or oppose such disclosure before the relevant administration, governmental or judicial body.
- 8.2 Agfa-Gevaert shall take all reasonable measures to protect the secrecy of and prevent disclosure or unauthorized use of the Information contained in the Joint Registration Dossiers. Such measures include, but shall not be limited to, at least the same degree of care that Agfa-Gevaert uses to protect its own confidential information. In particular, Agfa-Gevaert may only disclose Information to its employees only on a need-to-know basis and only to the extent absolutely necessary for the Purpose or otherwise as permitted under or in accordance with this Agreement.
- 8.3 In the event of unauthorized disclosure, loss or theft of any documents embodying or embodied in the Information, Agfa-Gevaert shall notify PMC immediately and shall cooperate fully with the requests of PMC in remedying the situation.
- 8.4 The obligations specified in Article 8.1 above shall not apply to Information for which Agfa-Gevaert can reasonably demonstrate that such Information:
- (i) was known to Agfa-Gevaert on a non-confidential basis prior to its disclosure pursuant to this Agreement;
 - (ii) is publicly known at the time of disclosure or thereafter becomes publicly known without breach of the terms of this Agreement on the part of Agfa-Gevaert;
 - (iii) becomes known to Agfa-Gevaert through disclosure by sources other than PMC, having a right to disclose such Information;

(iv) was independently developed by Agfa-Gevaert without access to the PMC Information, as evidenced by documentary records;

(v) becomes publicly available following disclosure to governmental agency/ authorities with lawful authority to seek such Information.

Specific items of Information shall not fall within any exception merely because they are combined with more general Information falling within any exception. Likewise, any combination of specific items of Information shall not fall within any exception merely because the specific items fall within any exception, but only if the combination itself, and its principles of operation, fall within any exception.

9. Competition Law compliance

9.1 The Parties acknowledge that any activities carried out under this Agreement have to be carried out in full compliance with EU and other relevant competition and antitrust 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 laws.

9.2 Should it become apparent at any time that this Agreement, any provision of this Agreement, or any activity or decision of the Parties, can have a potentially restrictive effect on open and fair competition, in breach of any statutory provision, each Party to this Agreement shall take immediate steps to remedy that situation.

10. No legal personality

This Agreement or the collaboration contemplated herein shall not constitute or be deemed to constitute a legal entity, or partnership, or consortium, or joint-venture between the Parties.

11. Limitation of liability

11.1 The Parties shall undertake their activities related to the Purpose in good faith and according to all applicable laws and regulations, and they shall use all reasonable endeavors to ensure the best possible results based on the evidence, methods and techniques known at the time.

11.2 Each Party having submitted Information which has been used in the Joint Registration Dossier(s) represents (i) that it is the rightful owner of the Information or is in legitimate possession thereof, and free to grant rights therein, (ii) that, to the knowledge of this Party, these Information do not infringe on the rights, in particular, but without limitation, intellectual property rights, of any third party and (iii) that this Party has not received a claim or notice of any alleged infringement.

11.3 No warranty, express or implied, is given by PMC as to accuracy, completeness, merchantability or fitness of the Joint registration Dossier(s) for any particular purpose that the other Party may have.

11.4 It is the individual responsibility of each Party to critically assess the Information that is generated or that is made available hereunder. Each Party assumes the full responsibility for its own use of the Information so developed or received. No warranty for acceptance by ECHA of the Joint Registration Dossier(s) or any Information it contains is given.

11.5 None of the Parties, including the Lead Registrant, shall be held liable for any direct, indirect or consequential loss or damage incurred by any Party in connection with the activities contemplated in this Agreement, unless caused by gross negligence or wilful

misconduct. In particular, the Lead Registrant shall not be held responsible or liable for delays in the completion and submission of the Joint Registration Dossier(s), unless caused by gross negligence or wilful misconduct.

12. Term and Termination

- 12.1 This Agreement shall enter into force upon execution of this Agreement by both Parties and shall be binding for the duration necessary to achieve the Purpose, which is initially estimated to a period of 12 (twelve) years as from the date of submission of the (last of) the Joint Registration Dossiers. This Agreement can however be extended or terminated earlier, as the case may be, by mutual agreement of the Parties.
- 12.2 Unless otherwise agreed upon between the Parties, neither expiration nor termination of this Agreement shall relieve the Parties hereto from the duty to discharge in full any obligations accrued or due prior to the date of such expiration or termination, and such obligation (until so discharged) shall expressly survive expiration or termination.
- 12.3 This Article and the provisions relating to the protection of ownership, confidentiality, limitation of liability, and dispute resolution and applicable law shall survive the expiration or termination of this Agreement. With regard to the Information contained in the Joint Registration Dossiers, the obligations specified in Article 8 of this Agreement shall survive for a period of twelve (12) years following the initial submission of the Joint Registration Dossiers to ECHA.
- 12.4 Agfa-Gevaert has the right to terminate its functions as lead registrant under the cumulative conditions that:
- (i) it has duly notified PMC on its intention to terminate its function as lead registrant;
 - (ii) it has been effectively and validly replaced by another legal entity in its role of lead registrant; and
 - (iii) its assignee has accepted to be bound by the obligations of the Lead Registrant under this Agreement and has as such duly signed a dedicated Declaration of Commitment.
- 12.5 This Agreement may be terminated by a non-defaulting Party as to the Party which is in default of any material obligation set forth in this Agreement and which fails to remedy such default within 45 (forty-five) days after written notice thereof. Upon such termination the Party in default shall not be entitled to rights to use Information until such Party has discharged in full any obligations accrued or due hereunder prior to the date of such termination.

13. Dispute resolution and applicable law

- 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.

- 13.3 If at any time any provision of this Agreement is or becomes invalid or illegal in any respect, this shall have no effect on the validity of the remaining contractual provisions. The invalid provisions are to be replaced, backdated to the time of their becoming ineffective, by provisions which come closest to achieving their objective.

The Parties have indicated their consent to the above terms and conditions by executing this Agreement below.

**For and on behalf of
PMC**

Signature:

Name: Caroline Braibant

Title: Secretary-General EPMF aisbl

Date: 22 March 2013

**For and on behalf of
Agfa-Gevaert**

Signature:

Name: Eddy Michiels

Title: Management
Systems and Corporate
Safety, Health & Environment, Agfa-Gevaert

Signature:

Name: Serge Ruysseveldt

Title: Head of Legal

Date: 22 March 2013

Annex 1: Lead Registrant Duties and Responsibilities and template “Declaration Commitment”

Source: Appendix 10 of Precious Metals and Rhenium Consortium Agreement, dated 3 November 2010

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 registrants¹.

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 appropriate, 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. SIEF Formation Facilitator versus Lead Registrant

It should be clarified that the SIEF Formation Facilitator (SFF) role is not formally recognised under REACH; therefore pre-registrants have no obligation to use a SFF to form a SIEF. This is not the case of LR, which is a legal requirement under REACH.

Although the legal entity having volunteered to act as SFF may or not, volunteer or act as LR, the SFF will not automatically become the LR. The SFF and the LR have two different roles, although parts of these roles may, in some cases, overlap.

3. 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-sharing² and ECHA SIEF key principles³ outline 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.

4. 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 or not. All other registrants of the same substance, whether members of the Consortium or not, must agree on the proposed LR.

Article 4.7.1 of the PM & Re Consortium Agreement foresees that each relevant Work Group proposes a Consortium LR who is then officially designated (and replaced⁴) by decision of the

² http://guidance.echa.europa.eu/docs/guidance_document/data_sharing_en.pdf

³ http://echa.europa.eu/doc/reachit/sief_key_principles.pdf

⁴ If for any reason, the LR withdraws or behaves improperly, the concerned Sub-Assembly has the right to replace him.

concerned Sub-Assembly. Once this Consortium LR is appointed, the Consortium Secretariat submits the proposal to the SIEF, in order to check if there is any objection to the proposal. If there is none, the Consortium 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,
- 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),
- Be subject to the earliest registration deadline applicable to the SIEF, or must otherwise be prepared to adopt such a deadline.

However, a legal entity not fulfilling the above criteria can also volunteer and be appointed as LR, as long as the registration is submitted on time for the first applicable registration deadline in the SIEF. 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 Consortium and then in the SIEF shall be documented for transparency.

5. What are the tasks of the Lead Registrant?

Article 4.7.2 of the PM & Re Consortium Agreement details those tasks that are incumbent on the LR and that should be performed with the support of the secretariat of the Consortium:

- (a) Create 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 listed below 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 Management Committee;
- The identity of the substance as specified in section 2 of Annex VI of the REACH regulation;
 - The information on the manufacture and use(s) of the substance as specified in section 3 of Annex VI of the REACH regulation;
 - The classification and labelling of the substance as specified in section 4 of Annex VI of the REACH regulation;
 - The guidance on safe use of the substance as specified in Section 5 of Annex VI of the REACH regulation;
 - The study summaries of the information derived from the application of Annexes VII to XI of the REACH regulation;
 - The robust study summaries of the information derived from the application of Annexes VII to XI of the REACH regulation, if required under Annex I of the REACH regulation;

- Proposals for testing where listed in Annexes IX and X of the REACH regulation;
 - The Chemical Safety Report when required under Article 14 of the REACH regulation, in the format specified in Annex I of the REACH regulation.
- (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 as submitted to the Agency to the Trustee;
- (e) Submit to the other Members 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 is entitled to, based on the Substance and tonnage bands declaration that the Member has provided to the Trustee at the time of signature of this Agreement, or otherwise updated to the Trustee (and consequently has paid for according to the cost-sharing formula set out in Appendix 9);
- (f) Forward to the Members concerned, through the Secretariat, any communication received from the Agency (e.g. data requests, registration update requirements, etc.).

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.

Substance identification and sameness, and appointment of the Lead Registrant

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

Dossier preparation

The compilation of the IUCLID 5 files is performed by the consultants having been commissioned with each metal-specific project of the Consortium and the secretariat of the Consortium. 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 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 preparation, and as foreseen by Article 11(1) of the REACH regulation the LR is responsible for submitting the dossier to the Agency on behalf of the concerned Members of the Consortium. In the event the LR requires assistance to perform this task the secretariat of the Consortium 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 submitted by the LR on behalf of the concerned Members of the Consortium. The LR is therefore responsible for regularly inspecting his REACH-IT mail inbox and of informing the secretariat of the Consortium of any message, question, query or request which may require the involvement of the concerned Members of the Consortium. Following the first contact, any required action (exchange or decision-making) will be launched, followed-up, coordinated and supervised by the secretariat of the Consortium. With the exception of returning communications from the Consortium 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.

6. What are the liabilities of the Lead Registrant?

As per Article 4.7.1 of the PM & Re Consortium Agreement, the Consortium LR shall be subject to the same rights and obligations as the other Members, in particular regarding confidentiality obligations. Article 8.3.5 of the PM & Re Consortium Agreement foresees that the Consortium 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 Consortium LR; and
- (b) in respect of liability attributable to its role of Consortium LR (as described in section 5 above) according to which the Consortium LR shall be liable to the Members with whom it is preparing and submitting a registration to the Agency.

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

7. Declaration of commitment of the LR

After a LR has been elected by the Consortium and no objection has been received from the SIEF, each LR will be invited to complete and sign the following template, for each PM & Re Consortium substance or intermediate it will endorse the LR role for.

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 PM & Re Consortium Secretariat

Notice: This document is confidential to the PM & Re Consortium and shall not be distributed or used outside the membership of the PM & Re Consortium 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 PM & Re CONSORTIUM as well as on behalf of FULL NAME OF THE LEGAL ENTITY ACTING AS LEAD REGISTRANT IN REACH-IT (may be different from Consortium Member one, e.g.: an Affiliate company), hereby commit to the role of Lead Registrant for EC NAME AND NUMBER OF SUBSTANCE OR INTERMEDIATE which Registration Dossier will be submitted to the ECHA through the REACH-IT before the APPLICABLE 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 PM & Re Consortium Agreement, as well as to comply with the REACH Regulation (including Confidentiality and EU Competition Law).

With the support of the PM & Re Consortium Secretariat and with the collaboration of the legal entities jointly registering this Substance/Intermediate with FULL NAME OF THE COMPANY MEMBER OF THE PM & Re CONSORTIUM, 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 PM & Re CONSORTIUM and of FULL NAME OF THE LEGAL ENTITY ACTING AS LEAD REGISTRANT IN REACH-IT (may be different from Consortium 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: _____

Annex 2: Declaration of commitments signed by Agfa-Gevaert for AgCl, AgBr and AgI on 19 February 2013



Precious Metals and Rhenium Consortium
Lead Registrant Declaration of Commitment
CONFIDENTIAL, 3 November 2010

Declaration of Commitment (Silver chloride)

Text in orange: keep the applicable option only

Text in blue: complete with relevant information

Notice: This document is confidential to the PM & Re Consortium and shall not be distributed or used outside the membership of the PM & Re Consortium unless so requested by European Competent Authorities in REACH.

We, the undersigned **Eddy Michiels** and **Lieve Galle** are duly representing, and acting on behalf of **Agfa-Gevaert H.V.**, hereby commit to the role of Lead Registrant for **Silver chloride (EC number 232-033-3)** which Registration Dossier will be submitted to the ECHA through the REACH-IT without undue delay. The Dossier submitted will include all information requirements that apply to the registration of a **Substance** in the **100-1000** t/a tonnage band.

We undertake to respect all applicable terms and conditions related to the role and responsibility of a Lead Registrant as set out in the PM & Re Consortium Agreement, as well as to comply with the REACH Regulation (including Confidentiality and EU Competition Law).

With the support of the PM & Re Consortium Secretariat and with the collaboration of the legal entities jointly registering this Substance/Intermediate with **Agfa-Gevaert H.V.**, 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.

INFORMATION ON THE SIGNATORY OF THIS DECLARATION OF COMMITMENT (please add one table per signatory)	
Name:	Eddy Michiels
Position:	Director Management Systems & Corporate SH&E
Professional address:	Septestraat 27, 2640 Mortsel, Belgium
Professional phone number(s):	0032 3 444 5500
Professional fax number(s):	Not applicable
Professional e-mail address:	eddy.michiels@agfa.com
Name:	Lieve Galle
Position:	SH&E Regulatory Affairs Manager
Professional address:	Septestraat 27, 2640 Mortsel, Belgium
Professional phone number(s):	0032 3 444 5512
Professional fax number(s):	Not applicable
Professional e-mail address:	lieve.galle@agfa.com

We, acting as Signatory on behalf of **Agfa-Gevaert H.V.** execute this Declaration of Commitment as of the date first mentioned above my/our signature(s):

Place: **Mortsel**

Date: **2013-02-19**

Signature: **Eddy Michiels**

Lieve Galle



Declaration of Commitment (Silver bromide)

Text in orange: keep the applicable option only

Text in blue: complete with relevant information

Notice: This document is confidential to the PM & Re Consortium and shall not be distributed or used outside the membership of the PM & Re Consortium unless so requested by European Competent Authorities in REACH.

We, the undersigned **Eddy Michiels** and **Lieve Galle** are duly representing, and acting on behalf of **Agfa-Gevaert N.V.**, hereby commit to the role of Lead Registrant for **Silver bromide (EC number 232-076-8)** which Registration Dossier will be submitted to the ECHA through the REACH-IT without undue delay. The Dossier submitted will include all information requirements that apply to the registration of a **Substance** in the **100-1000 t/a** tonnage band.

We undertake to respect all applicable terms and conditions related to the role and responsibility of a Lead Registrant as set out in the PM & Re Consortium Agreement, as well as to comply with the REACH Regulation (including Confidentiality and EU Competition Law).

With the support of the PM & Re Consortium Secretariat and with the collaboration of the legal entities jointly registering this Substance/Intermediate with **Agfa-Gevaert N.V.**, 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.

INFORMATION ON THE SIGNATORY OF THIS DECLARATION OF COMMITMENT (please add one table per signatory)	
Name:	Eddy Michiels
Position:	Director Management Systems & Corporate SH&E
Professional address:	Septestraat 27, 2640 Mortsel, Belgium
Professional phone number(s):	0032 3 444 5500
Professional fax number(s):	Not applicable
Professional e-mail address:	eddy.michiels@agfa.com
Name:	Lieve Galle
Position:	SH&E Regulatory Affairs Manager
Professional address:	Septestraat 27, 2640 Mortsel, Belgium
Professional phone number(s):	0032 3 444 5512
Professional fax number(s):	Not applicable
Professional e-mail address:	lieve.galle@agfa.com

We, acting as Signatory on behalf of **Agfa-Gevaert N.V.**, execute this Declaration of Commitment as of the date first mentioned above my/our signature(s):

Place: **Mortsel**

Date: **2013-02-19**

Signature: **Eddy Michiels**

Lieve Galle



Declaration of Commitment (Silver iodide)

Text in orange: keep the applicable option only
Text in blue: complete with relevant information

Notice: This document is confidential to the PM & Re Consortium and shall not be distributed or used outside the membership of the PM & Re Consortium unless so requested by European Competent Authorities in REACH.

We, the undersigned **Eddy Michiels and Lieve Galle** are duly representing, and acting on behalf of **Agfa-Gevaert N.V.**, hereby commit to the role of Lead Registrant for **Silver iodide (EC number 232-038-0)** which Registration Dossier will be submitted to the ECHA through the REACH-IT without undue delay. The Dossier submitted will include all information requirements that apply to the registration of a **Substance** in the **1-10 t/a** tonnage band.

We undertake to respect all applicable terms and conditions related to the role and responsibility of a Lead Registrant as set out in the PM & Re Consortium Agreement, as well as to comply with the REACH Regulation (including Confidentiality and EU Competition Law).

With the support of the PM & Re Consortium Secretariat and with the collaboration of the legal entities jointly registering this Substance/Intermediate with **Agfa-Gevaert N.V.**, 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.

INFORMATION ON THE SIGNATORY OF THIS DECLARATION OF COMMITMENT (please add one table per signatory)	
Name:	Eddy Michiels
Position:	Director Management Systems & Corporate SH&E
Professional address:	Septestraat 27, 2640 Mortsel, Belgium
Professional phone number(s):	0032 3 444 5500
Professional fax number(s):	Not applicable
Professional e-mail address:	eddy.michiels@agfa.com
Name:	Lieve Galle
Position:	SH&E Regulatory Affairs Manager
Professional address:	Septestraat 27, 2640 Mortsel, Belgium
Professional phone number(s):	0032 3 444 5512
Professional fax number(s):	Not applicable
Professional e-mail address:	lieve.galle@agfa.com

We, acting as Signatory on behalf of **Agfa-Gevaert N.V.**, execute this Declaration of Commitment as of the date first mentioned above my/our signature(s):

Place: **Mortsel**

Date: **2013-02-19**

Signature: **Eddy Michiels**

Lieve Galle

Annex 3: Template of PMC Letter of Access agreement for a substance or intermediate in scope of the Ag project (by 1 December 2012)

AGREEMENT ON LETTER OF ACCESS - Silver Project
for the joint registration of NAME OF SUBSTANCE, EC NUMBER, CAS NUMBER
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 NAME OF SUBSTANCE, EC NUMBER, CAS NUMBER, 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 "Applicant",

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 Applicant a right to refer to the data, studies and summaries, waiving argumentations, reasoning of testing proposals and/or assessments, which are in the legal possession of and submitted by the Consortium Members in support of the joint registration 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 Applicant the information detailed in Annex 1.

2. Letter of Access fee

- 2.1. Contribution to administrative costs. An amount of EUR 38 500 (thirty eight thousand five hundred euros) will be included in the Letter of Access fee in order to cover for the Applicant's contribution to the administrative costs required to communicate with and collect feed-back from the relevant SIEF (on substance identification and sameness, appointment of the Lead Registrant, request for available data, availability of a Dossier or Dossier update, etc.), prepare and maintain the Registration Dossiers. This amount will only be charged once, no matter the number, type or tonnage band of the Substance(s) the Applicant is purchasing a Letter of Access for from the Consortium.

- 2.2. Substance or non-scc intermediate⁵ > 1000 t/a. If the Applicant aims at registering a tonnage of 1000 (one thousand) or more tonnes per year for the Substance that the Applicant manufactures or imports or intends to manufacture or import in the European Economic Area (hereinafter "EEA"), as a substance or non-scc intermediate, the Applicant shall pay a fee of EUR 152 000 (one hundred fifty two thousand euros).
- 2.3. Substance or non-SCC intermediate¹ 100 - 1000 t/a. If the Applicant aims 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 Applicant manufactures or imports or intends to manufacture or import in the EEA as a substance or non-SCC intermediate, the Applicant shall pay a fee of EUR 22 000 (twenty two thousand euros).
- 2.4. Substance or non-SCC intermediate¹ 10 - 100 t/a. If the Applicant 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 Applicant manufactures or imports or intends to manufacture or import in the EEA as a substance or non-SCC intermediate, the Applicant shall pay a fee of EUR 10 500 (ten thousand five hundred euros).
- 2.5. Substance or non-SCC intermediate¹ 1 - 10 t/a. If the Applicant aims 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 Applicant manufactures or imports or intends to manufacture or import in the EEA as a substance or non-SCC intermediate, the Applicant shall pay a fee of EUR 8000 (eight thousand euros).
- 2.6. SCC⁶ Transported Isolated Intermediate > 1000 t/a. If the Applicant aims at registering a tonnage of 1000 (one thousand) or more tonnes per year of the Substance that the Applicant manufactures or imports or intends to manufacture or import in EEA as a SCC Transported Isolated Intermediate, the Applicant shall pay, a fixed fee of EUR 8000 (eight thousand euros).
- 2.7. SCC² Transported Isolated Intermediate < 1000 t/a. If the Applicant aims at registering a tonnage of less than 1000 (one thousand) tonnes per year for Substance that the Applicant manufactures or imports or intends to manufacture or import in the EEA as a SCC Transported Isolated Intermediate, the Applicant shall pay, a fixed fee of EUR 145 (one hundred forty five euros).
- 2.8. SCC² On-site Isolated Intermediate. If the Applicant aims at registering 1 (one) or more tonnes per year for the Substance that the Applicant manufactures or imports or intends to manufacture or import in the EEA as a SCC On-Site Intermediate, the Applicant shall pay, a fixed fee of EUR 145 (one hundred forty five euros).
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 defined in the Consortium Agreement. 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. The Applicant will pay to the Consortium:
- ✦ payment of fee set out in 2.1 together with the applicable fee in 2.2 to 2.8 as Applicant may select in the e-shop upon receipt of a first invoice issued by the Consortium;

⁵ An intermediate which is not manufactured, imported and/or handled under strictly controlled conditions in line with Articles 17 and 18 of the REACH Regulation and the most up to date ECHA Guidance on intermediates.

⁶ An intermediate which is is manufactured, imported and/or handled under strictly controlled conditions in line with Articles 17 and 18 of the REACH Regulation and the most up to date ECHA Guidance on intermediates.

- ✦ an additional fee which shall be the object of (a) subsequent invoice(s) 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 clause 5.2.

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 Applicant shall receive from the Consortium upon settlement of all invoices related to this Agreement:
- ✦ a Letter of Access (which model is given in Annex 2 hereto), and
 - ✦ the information listed in Annex 1 necessary for the registration of the Substance.
- 5.2. The Letter of Access shall state that the Applicant has 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 Applicant has paid, where relevant, any subsequent invoices as per but not limited to those referred to in the second paragraph of Article 4.

6. Rights granted to the Applicant

- 6.1. The Parties agree that the right of the Applicant to refer to the Dossier is subject to the following restrictions:
- 6.1.1. The Applicant is allowed to refer to the Dossier for the sole purpose of registration of the Substance under the REACH Regulation.
 - 6.1.2. The right to refer is solely granted in favour of the Applicant and is not transferable to any other entity or person (even if it is an Applicant's affiliated company), without prior written consent of the Consortium.
 - 6.1.3. Unless otherwise agreed, the Applicant is 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 1.
 - 6.1.4. In any case, the Applicant 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; or to its parent or any company within the Applicant's group who have a need to know and who agree to be bound by confidentiality restrictions no less onerous than those stated in this Agreement.
- 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 Applicant.
- 6.3. This Agreement does not give any Consortium membership rights to the Applicant.

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 Applicant 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 Applicant 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 Applicant 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 Applicant. The Applicant accepts 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 Applicant 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. *Disputes or claims.*
- 11.1. 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.
- 11.2. 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.
12. *Definitions.* Except otherwise stipulated in this Agreement, the words used shall have the same meaning and definition as provided in the REACH Regulation.
13. *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: Caroline Braibant
Title: Secretariat & Trustee Precious Metals & Rhenium Consortium
Date: 28 March 2012
Address: Precious Metals & Rhenium Consortium c/o EPMF a.i.s.b.l.
Avenue de Broqueville 12
B-1150 Brussels
Belgium

FOR THE APPLICANT:

The form in the e-shop constitutes a legal signature committing the Applicant to the Substance Letter of Access Agreement

By submitting, you confirm you are the authorised signatory for the Applicant, and that you have downloaded, read and agree to this Agreement.

Via the signature of the Letter of Access Agreement you expressly take 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 the Letter of Access Agreement.

Annex 1 - Information provided with the Letter of Access

Annex 1A - Information provided for a Substance or non-SCC Intermediate registration

No	Information provided	Brief description
1.	Joint submission object name and token number	The token number will enable the Applicant to activate its participation to the joint submission created by the Lead Registrant
2.	Company-specific IUCLID 5 file	The IUCLID 5 company-specific file is a template IUCLID 5 file containing all the joint information that can be submitted individually to ECHA. The file can be uploaded onto the registrant's IUCLID 5 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 5 file)
3.	Information on the safe use of the Substance according to requirements in REACH Regulation	Recommendations will enable the Applicant to safely handle the Substance, update the Applicant's Safety Data Sheet and communicate applicable risk management measures to its downstream users where relevant, etc.
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 and/or non-SCC intermediates)

Annex 1B - Information provided for a SCC Intermediate registration

No	Information provided	Brief description
1.	Joint submission object name and token number	The token number will enable the Applicant to activate its participation to the joint submission created by the Lead Registrant
2.	Company-specific IUCLID 5 file	The IUCLID 5 company-specific file is a template IUCLID 5 file containing all the joint information that can be submitted individually to ECHA. The file can be uploaded onto the registrant's IUCLID 5 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 5 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 2 - Model of Letter of Access

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

Letter of Access for the registration of NAME OF SUBSTANCE, EC NUMBER, CAS NUMBER under REACH Regulation 1907/2006/EC.

Dear Sirs,

The Precious Metals and Rhenium Consortium constituted on 15 September 2007 for the registration of a.o. a number of Silver 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: NAME OF SUBSTANCE, EC NUMBER, CAS NUMBER, as described in its corresponding ID Card

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

Applicant: (Registering legal entity's UU-ID:)
Representing:

in order to support the Applicant's registration of the above mentioned Substance as a [SELECT ONE: Substance, non-strictly controlled Intermediate 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].

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

1. The Applicant 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 Applicant and is neither transferable nor assignable to any other entity (even if Applicant's affiliated company) or person without the prior written consent of the Consortium Members.
3. Unless otherwise agreed, the Applicant 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 Applicant any property rights whatsoever (including -but not limited to- intellectual property rights) in the Dossier.
6. In any case, the Applicant 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 Applicant, 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: Caroline Braibant on behalf of the Chair of the Management Committee
Precious Metals and Rhenium Consortium c/o European Precious Metals Federation aisbl

Annex 4: Licence to Use the silver metal and silver nitrate datasets granted by PMC to Agfa-Gevaert for the purpose of discharging any regulatory obligations under the REACH Regulation for silver behenate (CAS number 2489-05-6)

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

Brussels, 21 March 2013

RE: Licence to Use silver metal and silver nitrate datasets from the Precious Metals and Rhenium Consortium c/o EPMF aisbl for the Registration of silver behenate, CAS number 2489-05-6 under REACH Regulation 1907/2006/EC.

Dear Sirs,

The Precious Metals and Rhenium Consortium constituted on 15 September 2007 for the registration of a number of Silver 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 contained in the Registration Dossiers of silver metal, EC number 231-131-3, CAS number 7440-22-4 ('Silver metal dataset'); and silver nitrate, EC number 231-853-9, CAS number 7761-88-8 ('Silver nitrate dataset'), owned by the Consortium Members, may be used by:

Applicant: ECHA-bd811cad-8da0-4173-a4e1-0d25c1dac1f4
Agfa-Gevaert N.V.
Septestraat 27
2640 Mortsel
Belgium

To support the Registration under the REACH regulation of:

Substance: Silver behenate, CAS number 2489-05-6

Status: Substance (Article 10 Registration)

Tonnage band: 100-1000 t/a

The right to use the Silver metal and Silver nitrate datasets is subject to the following restrictions:

1. The Applicant is allowed to use the silver metal and silver nitrate datasets for the sole purpose of registration of silver behenate under the REACH Regulation and responsible for demonstrating and justifying the applicable read-across strategy involved.
2. The right to use the silver metal and silver nitrate datasets is solely granted in favour of the Applicant and is neither transferable nor assignable to any other entity (even if Applicant's affiliated company) or person without the prior written consent of the Consortium Members.
3. This Licence to Use shall in no event be construed as granting the Applicant any property rights whatsoever (including -but not limited to- intellectual property rights) in the silver nitrate dataset.
4. In any case, the Applicant 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.

5. 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 Applicant, except if the liability is attributable to the gross negligence or wilful misconduct of the Consortium Members.
6. Any disputes or claims relating to this Licence to Use and any legal issues arising from it shall be governed exclusively by Belgian law, without regard to its conflict of law rules.

Date: 21 March 2013

Signature:

Name: Caroline Braibant on behalf of the Chairman of the Management Committee
Precious Metals and Rhenium Consortium c/o European Precious Metals Federation aisbl