

## **ARTICLES OF ASSOCIATION ("By-laws")**

### **Article I - Name, Seat und Scope of Activities**

(1) The name of the Association (Club) is

**"Vanadium R.E.A.C.H. Forschungs- und Entwicklungsverein"**.

- (2) The Association has its seat in 9330 Treibach, Austria, and spreads its activities to whole world.
- (3) The establishment of branch establishments is not intended.

### **Article II - Purposes of the Association**

The Association, whose activities are not aimed at the realisation of profits, comprise

- a) Common research and development in the field of registration and admission of chemicals in accordance with schedule ./1 hereto (Vanadium and substances containing Vanadium), particularly in compliance with the restrictions of REGULATION (EC) No 1907/2006 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC („**Regulation**“), as well as any other legal instruments enacted by the European Union, either related to the Regulation or replacing it;
- b) Common preparation of data analysis, classification, labelling, full study reports, study summaries and robust study summaries and registration applications in the meaning of the Regulation for Vanadium or other substances containing Vanadium in accordance with schedule ./1 ("**Relevant Substance**") and preparation of applications for the registration of the latter with the European Chemicals Agency by the club members,
- c) Improvements of a high level protection of human health and environment and promotion of the development of alternative methods for the assessment of health risks of Substances;
- d) Improvement of the free movement of substances in the Common Market;
- e) Improvement of the efficiency and the competitiveness of club members.

### **Article III - Means for Realising the Club Purposes**

- (1) The common goals of the Association shall be promoted and achieved by the non-monetary and monetary means set forth in paragraphs 2 and 3.
- (2) Non-Monetary means comprise but shall not be restricted to:
  - a) Establishing and subsisting laboratories and outsourcing of research and development activities to third parties;
  - b) Making available of systems for collecting, developing and exchanging existing data and expert knowledge;
  - c) Preparation of scientific studies, panel discussions and edition of publications.
- (3) Monetary means shall be provided through:
  - a) Accession and membership fees;
  - b) Profits gained by events or through enterprises established by the Association.

### **Article IV - Classes of Membership**

- (1) The Association is made up by “full members” and “associated members”.

Full members take part in the activities of the Association without restrictions.

Associated members have the status of Observers, only.

### **Article V - Membership Criteria**

- (1) Full membership to the Association is open to natural or legal persons, as well as associations with separate legal personality, being manufacturer or importer of Relevant Substances and having their (corporate) seat or residence within or outside the European Union.
- (2) Associated membership to the Association is open to natural or legal persons, as well as to Associations with separate legal personality, who are able to promote the goals of the Association as user, distributor or industrial association or – in case of natural persons – who for their personal expertise may contribute to achieve the goals of the Association. This associated membership especially applies for a natural person apt to be appointed REACH Manager who per function is member of the Executive Board, see Article XVI, and may be in employment relationship to the Association nevertheless.
- (3) The Steering Committee decides on the admission of full members and associated members. The Steering Committee may refuse applications for admission on the basis of transparent, objective and non-discriminatory justification and shall be documented. However, the applicant may lodge an appeal against such decision of the Steering

Committee with the Assembly which then shall decide again on the application for admission as member.

- (4) Upon approval of the Steering Committee, full membership may be assigned to third parties. In the absence of such approval, membership may only be transferred to universal legal successors in the case of a merger, or to members another member holds a participation in.
- (5) An Observer cannot assign its status in the Consortium whether in the context of the absorption or merger of the Observer by or with a third party or by or with another Observer, or otherwise, unless it has received prior approval by the Steering Committee.
- (6) Membership shall not be conferred before payment of the admission fee, on which the Assembly shall resolve on.

### **Article VI - Termination of Membership**

- (1) Membership to the Association ceases with the death, in the case of legal entities and associations with separate legal personality, by losing such legal personality, by way of withdrawal of membership or expulsion.
- (2) Any member may withdraw its membership upon giving 30 (thirty) days prior written notice of such withdrawal to the Executive Board. The Executive Board then shall adapt the annual draft budget accordingly and circulate the latter to the members.
- (3) The Executive Board may propose the expulsion of a member to the Assembly, if such member
  - a) does not longer comply with the membership criteria set forth in Article V para 1 and 2;

OR

  - b) is late in paying admission or membership fees;
  - c) does not comply with its obligation to provide existing studies and information within its disposition, or deliberately provides wrong or inaccurate scientific studies or information, and, thereby, contravenes the goals of the Association;
  - d) does not comply with non-disclosure obligations (Article XXII), or
  - e) has committed a material breach of other membership duties and

has failed to remedy such breach set forth in lit (b) to (e) within 30 (thirty) calendar days after notice has been sent by the Executive Board.
- (4) The Assembly shall resolve on a proposal mentioned in paragraph 3, above, by a two-third majority of the votes casts, excluding the votes of any members who may be affected by such resolution.

- (5) Any resolution on an expulsion must be based on transparent, objective and non-discriminatory justification, and shall be duly documented and in compliance with the member's right to be heard by the Assembly.
- (6) Any expulsion shall be immediately notified to the expelled member and shall be effective as of the date of such notification. The rights and obligations of the withdrawing or expelled Member resulting from specified rules given by the Assembly, along with rights of all its Affiliates (unless such an Affiliate is itself a Member), cease to exist on the effective date of withdrawal or expulsion, with the exception of the confidentiality commitment according to Article XXII of this By-laws, rules on studies ownership and use according to conditions to be specified in internal rules, given by the Assembly and any liability arising as well as any outstanding financial obligations or disputes as defined in internal rules, given by the Assembly.
- (7) An expulsion shall not affect any rights of the Association or its members to claim damages from the expelled member.
- (8) The Members shall be entitled to make use of the Information made available by the withdrawing or expelled Member, under conditions to be specified in internal rules, given by the Assembly, provided that the withdrawing or expelled Member has been duly compensated for the Information as described in this By-laws or in internal rules.
- (9) The withdrawing or expelled Member shall retain, in accordance with specified internal rules the ownership rights of existing studies he provided to the Association. The Members shall retain the right to use or to refer to these existing Studies provided that they have compensated withdrawing or expelled Member in accordance with specified internal rules.
- (10) The withdrawing or expelled Member shall retain, in accordance with this Agreement, the ownership rights, right to use or to refer to all the Studies completed by the Association and paid by him prior to the effective date of withdrawal or expulsion. Accordingly, the REACH Manager shall notify that Member within thirty (30) days of the effective date of withdrawal or concurrently with the notice of expulsion the list of Studies for which the Member has ownership rights or rights to refer or use.
- (11) The withdrawing or expelled Member shall also be entitled to a proportionate and transparent share of subsequent compensation for all the Studies completed by the consortium and paid by him prior to the effective date of withdrawal or expulsion.
- (12) The withdrawing or expelled Member shall remain liable for any on-going study approved by the Assembly more than thirty (30) days prior to the effective date of withdrawal or expulsion.
- (13) After the withdrawal or expulsion of a Member, the remaining Members shall take over the share of the withdrawing or expelled Member for any future costs of the Consortium in accordance with specified internal rules, which do not bind the withdrawing or expelled Member.

## **Article VII - Membership Rights**

- (1) Members are entitled to participate in all activities of the Association and to make use of its facilities. Active and passive voting rights in the Assembly shall be restricted to full members.
- (2) Each member is entitled to request from the Executive Board a copy of the Articles of Association in its currently valid version.
- (3) The Executive Board shall inform the members within the course of every meeting of the Assembly of the activities and the economic standing of the Association.
- (4) Members shall be informed by the Executive Board of the audited annual accounts. If the accounts are presented in a meeting of the Assembly, the Accountants (Article XXI) shall be present, as well.

## **Article VIII - Duties of the Members**

- (1) Members are obliged to promote the interests of the Association as to the best of their ability and shall refrain from any acts or omissions, which may be detrimental to the good standing of the Association. The members shall comply with the Articles of Association and the resolutions of the organs of the Association. Full and associated members are obliged to promptly pay the admission and membership fees in the amount fixed by decision of the Assembly from time to time.
  - (2) More specifically, the Members commit, through means of the Association, to
    - a) Prepare the Core Data to be submitted to the European Chemicals Agency for each Relevant Substance at the latest by the earliest registration deadline applicable to any of the Registrants for each Relevant Substance pursuant to the Regulation, particularly:
      - (i) Classification and labelling of the Relevant Substances;
      - (ii) Study Summaries of the information derived from the application of Annexes VII to XI to the Regulation;
      - (iii) Robust Study Summaries of the information derived from the application of Annexes VII to XI, if required under Annex I to the Regulation;
      - (iv) proposals for testing involving vertebrate animals where required by application of Annexes IX and X to the Regulation;
      - (v) Guidance on safe use of the Relevant Substances listed in schedule ./1 hereto;
      - (vi) Where appropriate, Chemical Safety Reports concerning the Relevant Substances
- jointly also referred to as “**Core Data**”.

- b) Strictly adhere to any working deadline or procedures set by the Assembly;
  - c) Collate and assess existing relevant data on the intrinsic properties of the Relevant Substances; agree on the financial value of the existing data, where appropriate, and the resulting fair compensation; evaluate the extent to which grouping and read-across may be applied;
  - d) Collate and assess existing data on exposures to the Relevant Substances, and initiate studies, as appropriate, to ensure that sufficient exposure data are available for risk characterisation; evaluate the extent to which exposure-based waiving of testing may be appropriate;
  - e) Prepare and initiate testing programs for those studies permitted according to the Regulation and required to fill data-gaps; prepare testing proposals for any REACH Annex IX and/or Annex X tests on vertebrate animals that are considered necessary for adequate assessment of the risks;
  - f) Ensure the reliability, relevance and adequacy of the Core Data, including uses of read-across approaches, exposure-based waivers or any alternative method of testing;
  - g) Prepare Study Summaries and Robust Study Summaries, as appropriate;
  - h) Agree on classification and labelling for the Substances;
  - i) Conduct data analyses or appoint third parties for such work; and, as necessary, respond pursuant to the terms and conditions stated in this Agreement to the European Chemicals Agency, the European Commission or other competent authorities, retain the services of financial, scientific and technical experts and legal counsel, and engage in other reasonable and proper activities to support the registration of the Relevant Substances listed in schedule ./1 hereto;
  - j) Identify candidate lead registrants for each of the Relevant Substances to be registered.
- (3) The Members also reserve the right to prepare and submit jointly a Chemical Safety Report for all Relevant Substances in quantities of 10 tonnes or more per year per Registrant. The decision to prepare jointly a Chemical Safety Report for a specific Substance shall be taken by the Steering Committee.
- (4) Members may provide the Trustee (defined below) with the Information relating to Substance uses and exposure in order to identify the uses of a Relevant Substance to be covered by the Chemical Safety Report. Process, monitoring and risk management Information provided by a Member for preparing a Chemical Safety Report shall be free of charge.
- (5) Members may inquire which uses are specific to them with the assistance of the Trustee. Each Member is entitled to consider information on uses Confidential Business Information. The Consortium shall be allowed to prepare common Chemical Safety Reports only if the particular uses are not considered Confidential Business Information by the relevant Parties.

- (6) Any Party shall be able to prepare and submit individually a Chemical Safety Report for uses that it considers Confidential Business Information.

## **Article IX - Organs of the Association**

The organs of the Association are the (General) Assembly (Articles X and XI), the Steering Committee (Articles XII and XIII), the Technical Committee (Articles XIV and XV), the Executive Board (Articles XVI to XVIII), the Trustee (Article XIX) and the Accountants (Article XXI).

## **Article X - General Assembly**

- (1) The General Assembly is the „Assembly“ in the meaning of the Austrian Act on Associations of 2002. A regular meeting of the Assembly shall take place at least once a year.
- (2) An extraordinary meeting shall take place upon
- a. Decision of the Executive Board or the Assembly;
  - b. Application of the Accountants (§ 21 para 5 first sentence Austrian Act on Associations of 2002);
  - c. Decision of (an) Accountant(-s) (§ 21 para 5 second sentence Austrian Act on Associations of 2002).
- (3) Members shall be invited to ordinary and extraordinary meetings of the Assembly in writing at least 3 (three) weeks before the meeting shall take place, unless a simple majority of the Assembly Representatives consents to shorten such period upon information of the other members. The Assembly shall be convoked upon depicting the agenda. An ordinary meeting of the Assembly shall be convoked by the Executive Board; extraordinary meetings of the Assembly may be convoked in accordance with statutory provisions of Austrian law, as well.
- (4) Members, if legal entities or association with separate legal personality, shall designate one natural person to act as its representative in the Assembly (“**Assembly Representatives**”). The Assembly Representative must have suitable experience for achieving the purposes of the Association and shall have authority with regard to the member represented in relation to decisions to be taken by the Assembly. Any change in the person of the Assembly Representative shall be promptly communicated to the Executive Board. The same Assembly Representative cannot be appointed by more than one member.
- (5) Only full members are entitled to participate and to exercise their voting rights in meetings of the Assembly. Associated members, however, may participate in meetings of the Assembly upon invitation of the chairman, if such members have a specific interest on the decisions to be taken.

- (6) Members of the Executive Board and/or representatives of the Technical Committee may be present in meetings of the Assembly, if this seems to be necessary and if such persons are not entitled to participate for other reasons in any way.
- (7) Assembly Representatives shall elect from amongst themselves a chairman and a vice-chairman, each to remain in office for a period of one year. The chairman, and in his absence the vice-chairman, shall coordinate the activities of the Assembly and organise its work with the assistance of the vice-chairman and the Executive Board.
- (8) At any time, upon motion of any member, the Assembly may be requested to vote on the removal of the chairman and/or the vice-chairman and the appointment of a new chairman and/or vice-chairman, with a majority of two third (2/3) of the votes.
- (9) The Assembly can validly deliberate and adopt decisions if a majority of the Assembly Representatives is present or duly represented in the Assembly meeting. If this quorum is not met, the Executive Board shall convoke another Assembly meeting at least 3 (three) calendar weeks later. The Assembly then can validly adopt decisions in this second meeting, even if the above mentioned quorum is not met.
- (10) The votes allotted to each Assembly Representatives shall be weighed in accordance with the volumes of at least one Substance produced or imported into the EU, as follows:
- |   |         |
|---|---------|
| 1 to 10 metric tonnes per annum:        | ½ vote  |
| 10 to 100 metric tonnes per annum:      | 1 vote  |
| 100 to 1000 metric tonnes per annum:    | 2 votes |
| more than 1000 metric tonnes per annum: | 4 votes |
- Associated members shall not have any voting rights in the Assembly. In any case, including a valid transfer of membership, members shall not be vested with voting rights in exceed of the votes allotted to them according to the table above. This applies with regard to members holding a participation in another member, accordingly, so that such members *jointly* do not have more voting rights than it derives from the table above.
- (11) In the case of a conflict of interest, members shall be excluded from exercising their voting rights in the Assembly. This particularly applies in the case of a resolution on the expulsion of a member.
- (12) Volumes of Substances, which are imported by a member from another member's place of production outside the European Union, shall not be considered when applying the table of paragraph 10, above, if such volumes have already been considered in favour of the member from outside the EU.
- (13) Further restrictions concerning the exercise of voting rights are applicable in the following events: When resolving on Relevant Substances or groups of Relevant Substances, only members shall be entitled to exercise their voting rights who have declared their intention or the intention of affiliated companies to apply for registration of such Substances. Similarly, members are only entitled to adopt decisions concerning data of Substances or groups of Substances, if such members are obliged to file such data with

the European Chemicals Agency. These restriction particularly shall apply with regard to the competencies of the Assembly listed in Article XI lit (a) to (e), below.

- (14) Elections and decisions shall be adopted with a simple majority of the votes cast. In the case of equal numbers of votes, the motion shall be rejected. Notwithstanding the foregoing, decisions on an expulsion of a member shall be adopted by a two-third vote of the Assembly Representatives present, decisions on a modification of any provision of these Articles of Association require a unanimous vote.

### **Article XI - Tasks of the Assembly**

- (1) The duties of the Assembly shall include the following tasks:

- a) Adoption of the strategic program of the activities of the Assembly (in terms of a timetable, identification of survey and testing priorities, allocation of resources etc);
- b) Approval of information to be submitted to the European Chemicals Agency;
- c) Approval of the budget concerning the collecting of data specifically related to a certain Relevant Substance;
- d) Decisions on the appeal from a member against a decision adopted by the Steering Committee relating to a Relevant Substance and settlement of conflicting positions within the Steering Committee in relation to that Substance;
- e) Approval of information to be submitted to the European Chemicals Agency in the registration dossier of a Relevant Substance;
- f) Receipt and approval of the report of the Accountants and the annual accounts under assistance of the Accountants;
- g) Election and removal of members of the Executive Board and of the Accountants;
- h) Exoneration of the Executive Board;
- i) Decision on the admission and membership fees for full and associated members;
- j) Decisions on the amendment of the Articles of Association and the deliberate liquidation of the Association;
- k) Discussing and deciding on any other questions put on the Agenda.

- (2) Furthermore, the Assembly resolves on internal-rules concerning the following topics (the “**Internal-Rules**”):

- (a) Ownership and use of existing and new studies;
- (b) Financial aspects, costs, funds and billing;

- (c) Provisions on the liability between members, between members and third-parties, liabilities concerning studies and compliance with the Regulation, as well as liability of the Executive Board;
- (d) Financial consequences related to the termination of membership, as well as any rights and duties of members which shall not be affected by such termination;

The members of the Association or its organs will implement the Internal-Rules by way of separate agreement or internal-rules for other corporate bodies, if necessary. Existing agreements between the members, if any, already implementing the Internal-Rules, will be considered by the Assembly, accordingly. Once, the Internal-Rules have been adopted they can be amended by unanimous vote, only.

## **Article XII - Steering Committee**

- (1) In order to maintain the workability and efficacy of the activities of the Association, the Assembly shall elect by simple majority vote a Steering Committee, composed of five (5) Assembly Representatives, including the chairman of the Assembly. The members of the Steering Committee should represent as far as possible the various categories of the members in the Association.
- (2) If necessary for the appropriate management of the Association, the members of the Steering Committee can appoint by a two-third (2/3) vote one or more extra members in the Steering Committee from the members in the Assembly.
- (3) The chairman of the Assembly shall be, by rights, chairman of the Steering Committee.
- (4) Meetings of the Steering Committee whether held in person or by telephone conference, shall take place whenever necessary for the daily management of the Association and the supervision of its activities. Members of the Steering Committee cannot designate a Proxy.
- (5) One or more representatives of both the Executive Board and the Technical Committee shall attend meetings of the Steering Committee, as necessary or appropriate.
- (6) Meetings of the Steering Committee shall be held upon written notice given by the Executive Board on request of the chairman. The notice shall indicate the date, time, and venue of the meeting and/or telephone conference details. There is no required notice period so that meetings can be held at the earliest convenience of the members.
- (7) Minutes of the Steering Committee meetings shall be drafted and circulated by the Executive Board within two weeks of the meeting or the telephone conference. The draft shall be circulated to the members of the Steering Committee for comment. The final version shall be executed by the chairman of the Steering Committee and promptly circulated to all members of the Association.
- (8) The Steering Committee can validly deliberate and adopt decisions if a majority of its Members is present in the meeting in person or by telephone conference. If the quorum is not met, the Executive Board shall convene another Steering Committee meeting at least 3

(three) calendar weeks later. The Steering Committee can validly deliberate and take decisions during this second meeting even if the above mentioned quorum is not met.

- (9) The votes allotted to each Assembly Representatives shall be weighed in accordance with the volumes of at least one Substance produced or imported into the EU, as follows:

1 to 10 metric tonnes per annum:	½ vote
10 to 100 metric tonnes per annum:	1 vote
100 to 1000 metric tonnes per annum:	2 votes
more than 1000 metric tonnes per annum:	4 votes

- (10) Decisions of the Steering Committee shall be adopted based on a simple majority of the members of the Steering Committee that attend the meeting. In the case of equal numbers of votes, the motion shall be rejected.
- (11) The activities and the decisions of the Steering Committee shall be overviewed by the Assembly. Dismissal of the Steering Committee may be decided by a two third (2/3) vote of the Assembly Representatives. In that case, new members of the Steering Committee shall be elected either immediately or in a meeting of the Assembly to be convened within 2 (two) weeks upon written notice given by the Executive Board.
- (12) A group of at least three members of the Association may appeal against any decision adopted by the Steering Committee to the Assembly, by lodging an appropriate justification in writing to the chairman of the Assembly. The Chairman of the Assembly shall immediately submit the request and the justification to all the members of the Association having an interest in the decision and if necessary convene a special meeting of the Assembly. The submission to the Members may be supplemented by the written position of the Steering Committee if the chairman deems it necessary or appropriate. The execution of any decision by the Steering Committee shall be suspended until the Assembly has resolved on this issue.

### **Article XIII - Tasks of the Steering Committee**

- (1) The Steering Committee is competent for adopting decisions concerning the following issues:
- Admission of a new member in the Association, as well as decision relating to the transfer of membership;
  - Appointment of the members of the Technical Committee;
  - Identification of candidate lead registrants for each of the Relevant Substances and supervision of the tasks of the Lead Registrant;
  - Appointment of external technical, scientific, financial and/or legal experts, if relevant, as proposed by the Technical Committee or the Executive Board;

- e) Creation of Technical Sub-Committees for specific tasks, including the preparation of the Core Data for a specific Substance or group of Relevant Substances;
  - f) Appeal from a Member of any decision adopted by the Technical Committee or Technical Sub-Committee and settlement of conflicting positions within the such Committee;
- (2) The Steering Committee is also responsible for the supervision of the following activities:
- a) Overseeing the activities of the Technical Committee, the Executive board, the Trustee and technical, financial and/or legal experts;
  - b) Overseeing the daily management of the financial resources of the Consortium, including collection of funds from Members;
  - c) Ensuring appropriate assessment and reporting of the results of new Studies by the Technical Committee and/or external scientific or technical experts;
  - d) Responding, as necessary, to any inquiries arising from the Agency, the European Commission or other EU Regulatory Authorities;
  - e) Providing guidance for, and coordination of, identification, collection and assessment of new and existing Information necessary for the Registration of the Relevant Substances;
  - f) Approving the financial value of existing Studies provided to the Consortium by Members of the Consortium or by third parties that are eligible for financial compensation, based on the opinion of a Technical Committee.

#### **Article XIV - Technical Committee**

- (1) In order to pursue the purposes of the Association, technical and scientific assistance could be provided by a Technical Committee. The Technical Committee set up by the Steering Committee may decide to set up Technical Sub-Committees to address on an ad hoc basis specific technical and scientific tasks, including the preparation of the Core Data for a specific Relevant Substance or group of Substances.
- (2) The Technical Committee shall be composed of one representative from each Member (“**Technical Representative**”). A Member might, however, decide not to appoint any Technical Representative. The Technical Representative may be assisted by other delegates from the same member, provided that such other delegates do not have any voting rights. Observers might also be invited to the Technical Committee by its chairman without having voting rights.
- (3) Members of the Technical Committee shall elect from amongst themselves a chairman to remain in office for a period of one year. The chairman shall coordinate the activities of the Technical Committee and organise its work with the assistance of the REACH Manager.
- (4) The chairman of the Technical Committee shall be responsible for, among other things:

- a) Reporting on the activities of the Technical Committee to the Assembly or, if relevant, to the Steering Committee;
  - b) Presenting proposals for work programs to the Assembly or, if relevant, to the Steering Committee;
  - c) Presenting to the Assembly or, if relevant, to the Steering Committee proposals for studies, appointment of third parties (e.g. technical experts) and any other activities proposed by the Technical Committee that will require funding;
  - d) Obtaining the recommendations from the Assembly or, if relevant, from the Steering Committee on the above and reporting these recommendations to the Technical Committee.
- (5) Meetings in person of the Technical Committee or any Technical sub-Committee shall be held whenever necessary to fulfil its duties, following notice of the date, time, and venue given by the Executive Board. The activities of the Technical Committee or any Technical Sub-Committee may also be conducted via telephone conference and/or by e-mail, as appropriate.
- (6) Minutes of Technical Committee or Technical Sub-Committees meetings shall be drafted by the Executive Board within 2 (two) weeks of the meeting. The draft shall be circulated to members of the relevant Committee for comment and the final version adopted by the chairman of the Technical Committee. The signed minutes shall be made available on request to the Assembly Representatives or to the members of the Steering Committee.
- (7) No specific quorum is required for the Technical Committee or Technical Sub-Committees to deliberate and adopt decisions. Each Technical Representative Members in the Technical Committee or Technical Sub-Committees shall have one vote. Decisions shall, as far as possible, be adopted by consensus, otherwise they are adopted by a simple majority.
- (8) The activities and the decisions and opinions of the Technical Committee shall be reviewed by the Assembly or, if relevant, by the Steering Committee.

### **Article XV - Duties of the Technical Committee**

- (1) The Technical Committee shall identify the data needs for the Registration of the Relevant Substances and advise on the acquisition of existing information, the development of new information and on the identification and appointment of experts, as appropriate.
- (2) The Technical Committee shall adopt By-laws containing a demonstrative summary of its competencies out of the followings:

- i) Identification of the Information needs for the Registration of the Relevant Substances;
- ii) Developing a preliminary work program for the acquisition of this Information taking account, inter alia, of:
  - The timetable set by the REACH Regulation;
  - Work that has already been conducted/commissioned by the Members, the Observers or any third party;and indicating what, if any, additional resources to those already available will be needed to fulfil the work program.

(This preliminary program, together with an estimate of the budget required, is to be presented to the Steering Committee and the Assembly for approval);
- iii) Preparing refinements and updates of the preliminary work program and when necessary; presenting such refinements and updates to the Steering Committee and the Assembly for approval;
- iv) Identification, validation and valuation of existing Information relevant to the Registration of the Relevant Substances;
- v) Identification of data gaps that need to be filled via new Studies, after taking due account of the extent to which testing may be waived and/or surrogate data may be used for one or more of the Relevant Substances; advising on the selection of laboratories and preparation of proposals for such Studies, these to be included in the work programs to be presented to the Assembly and approved by the Steering Committee;
- vi) If relevant, preparation of opinions on testing proposals to be submitted to the Agency, taking due account of the extent to which testing may be waived and/or surrogate data may be used in relation to data gaps for one or more of the Relevant Substances. Opinions on testing proposals shall be approved by the Steering Committee and the Assembly;
- vii) Assessment and reporting to the Assembly or, if relevant, to the Steering Committee, of the results of new Studies;
- viii) Preparation of the Core Data and the relevant Study Summaries and/or Robust Study Summaries for each of the Relevant Substances, for approval by the Steering Committee and the Assembly, before joint submission to the Agency;
- ix) Preparation of proposals for the Classification and Labelling for each of the Relevant Substances for approval by the Steering Committee and the Assembly, before joint submission to the Agency; adaptation of such Classification and Labelling if necessary following the entry into force in the EU of the Globally Harmonised System for Classification and Labelling;
- x) Preparation of the Chemical Safety Report and the guidance on safe use for the Relevant Substances, and coordination of the drafting of the technical dossiers, as specified in Article 10 of the REACH Regulation, for approval by the Steering Committee and the Assembly, before joint submission to the Agency;

- xi) Identification and appointment, subject to the approval of the Assembly, or where applicable, of the Steering Committee, of appropriate technical/scientific experts to assist the Technical Committee in the execution of their work, as necessary.
- (3) The Steering Committee might decide to create one or several Technical Sub-Committees to issue its activities or parts thereof. The Technical Sub-Committees shall be composed of the representatives of the members having a vested interest in the activities of the Sub-Committee.

### **Article XVI - Executive Board**

- (1) The Executive Board consists of three members, i.e. the President, the Vice-President and the Secretary („**REACH Manager**“).
- (2) President and Vice-President as the Executive Board’s members shall be elected by the Assembly for a period of 2 (two) years; re-election is admissible. Members of the Executive Board can not designate a proxy. The Executive Board shall both seek guidance from and report to the Assembly.
- (3) The Secretary (REACH Manager) shall be nominated by Assemblies majorities decision. Assembly may nominate natural person being Associated Member REACH Manager, see Article V para (2) and may establish employment contract for the same as well. REACH Manager is responsible for assisting in the daily management of and the executing decisions adopted by the Assembly, the Steering Committee Technical Committee and the Executive Board as well. These activities might also imply duties in terms of accountancy and other financial aspects, as well as external representation of the Association.
- (4) Each member of the Executive Board is entitled and empowered to represent and to act on behalf of the Association alone, whereas all competencies of the Executive board shall be executed by the chairman and only in case of hindrance by the vice-chairman. The Executive Board may however implement internal rules for delegating certain competences to the REACH Manager acting in its name.
- (5) The Assembly may at any time decide to remove the Executive Board or single members of it by two-third (2/3) vote of the Assembly representatives present at the meeting. The removal enters into force upon the appointment of a new Executive Boards or board member.
- (6) Members of the Executive Board may at any time resign by written declaration to the Executive Board, in case of the resignation of the whole Executive Board by written declaration to the Assembly. The resignation enters into force upon the election/nomination of the relevant successors.

## **Article XVII - Duties of the Executive Board**

The Executive Board is entrusted with the management of the Association. It is the “Leitungsorgan” in the meaning of the Austrian Act on Associations of 2002. The Executive board is vested with all competencies, not explicitly being allotted to other organs of the Association herein. The duties of the Executive Board shall include, but not be limited to:

- a) Managing the financial resources of the Association, including budgeting, financial reports and annual reports as well as fund collection and accountancy;
- b) Maintaining separate books of account covering the costs and funds disbursed and received by the Association;
- c) Providing administrative and technical support to the Assembly, the Steering Committee and/or the Technical Committee;
- d) Coordinating and providing guidance for collection of the Information identified by the Technical Committee as necessary for the Registration of the Relevant Substances;
- e) Receiving and holding of reports of Studies and of other Information supplied within the context of the work of the Association;
- f) Keeping record of the activities of the Association as well as the minutes of meetings;
- g) Following the legislative and technical development of the REACH Regulation and informing the Steering and Technical Committees about any relevant new development;
- h) Submitting operating and development plans, annual or periodic budgets, including proposals of future annual budgets, to the Steering Committee for approval;
- i) Coordinating and providing guidance for Information collection concerning Relevant Substance(s);
- j) Supervising compliance with relevant and applicable competition laws in the activities of the Association.

## **Article XVIII - Duties of Particular Members of the Executive Board**

- (1) The President, notwithstanding Article XVI Subchapter (4) , especially its last sentence, is responsible for the day-two-day business of the Association, including the tasks set forth in Article XVII, above.
- (2) The President represents and acts on behalf of the Association solely.
- (3) In the case of imminent danger, the President shall also be entitled to act in areas, covered by the competencies of the Assembly, the Steering Committee or Technical Committee and to decide in such cases in his own discretion and in his sole responsibility; vis-à-vis the Association, such acts require the (following) approval of the competent organ, as soon as possible.

- (4) In case of hindrance, the Vice-President shall have the competencies of the chairman.

### **Article XIX - Trustee**

- (1) The REACH Manager shall act as Trustee to the Association in relation to receiving, recording and aggregating Confidential Business Information on the basis of stringent procedures that protect effectively the confidentiality required by the Members of the Association or by third parties (e.g. consultants, laboratories), unless the Assembly may decide by a two third (2/3) vote to transfer the role of Trustee, either in part or in total, to a third party (e.g. a consultant).
- (2) The Trustee, whether the REACH Manager and/or a third party must in any case
- a) execute the Non-Use and Non-Disclosure Statement in schedule ./2;
  - b) if it is a third party, ratify a specific service Agreement for the management and protection of Confidential Business Information;
  - c) guarantee independence and absence of conflicts of interest; and
  - d) demonstrate appropriate equipment for, and competence in, receiving, recording and aggregating Confidential Business Information on the basis of stringent procedures that protect effectively confidentiality via system description.
- (3) Independence, absence of conflicts of interest, appropriate equipment and competence must be reviewed by an independent auditor before execution of the Non-Use and Non-Disclosure Statement and on a regular basis to be decided by the Steering Committee.

### **Article XX - Annual Accounts**

- (1) The REACH Manager shall be responsible of the accountancy of the Association and shall submit to the Assembly, for approval, the accounts of the past financial year and the budget for the following financial year. The REACH Manager shall prepare the draft budget and the annual accounts, which shall be circulated to the Assembly 60 (sixty) days before the date arranged for the approval.
- (2) When the annual budget has to be increased in the course of the financial year the Assembly may adopt the necessary increase by a vote of 2/3 of the Assembly Representatives at a special meeting.
- (3) Special pluri-annual budgets may be established by the REACH Manager and approved by the Assembly for long research projects and new Studies that are necessary to complete the Core Data.
- (4) The REACH Manager shall maintain separate books of account covering the costs disbursed and funds received, guided by the following principles, binding Members accordingly:

- i. There shall be separate budget established for costs incurred in managing the Association (hereafter “Generic Costs”) and costs related to the collation and development of data (hereafter “Data Costs”).
- ii. The Generic Costs shall consist of all contract charges, legal, accounting and other professional fees, as well as any other expense reasonably incurred in the management of the Association under sound accounting practices, including organization of meetings, and more generally any management or secretarial activity of the Association, which have been approved by the Assembly, or where relevant, by the Steering Committee.
- iii. The Generic Costs shall cover the remuneration of the time, out-of-pocket expenses, including travel expenses, spent by the REACH Manager and the Trustee for assisting the Association.
- iv. All Data Costs, including the validation of the Core Data, the inclusion of Core Data in the relevant parts of the Registration dossiers, technical studies and research, participation of external scientific or technical experts, the acquisition of existing Studies, the development of new Studies, shall be shared in accordance with specified Internal Rules given by the Assembly. Data Costs shall be proposed by the Technical Committee and agreed by the Steering Committee.
- v. The Steering Committee, shall approve, based on the opinion of the Technical Committee, the financial value of any existing Study made available by a Party pursuant to this Agreement, or any other third party, on the basis of an evaluation of the scientific quality, adequacy and relevance of the Study in relation to the achievement of the purpose of the Association. The financial evaluation shall be based on the replacement value at the time of submission to the Association, including the administrative cost of preparing and implementing the testing programme.
- vi. The Generic and Data Costs shall not include any charge for the time out, out-of-pocket expenses spent by the Members, including their officers, employees or representatives, in connection with the activities of the Association, unless expressly approved in advance by the Steering Committee.
- vii. The Members shall share the costs of the Association by means of subscription approved annually by the Assembly on proposals from the REACH Manager according to the budget. The financial year shall extend from 1<sup>st</sup> January to 31<sup>st</sup> December of each calendar year.
- viii. Within the first thirty (30) days of the beginning of each calendar year, the REACH Manager shall send to each Member an invoice for its respective annual subscription as determined in accordance with Subsubchapter vi., above, and further Internal Rules given by the Assembly sufficient to cover its respective share of the total cost of the activities projected to be incurred during the subsequent calendar year. The Assembly shall approve the budget for projected costs.
- ix. The invoices for pluri-annual budgets in accordance with Subchapter (3), above, and the invoices for increase of budget in accordance with Subchapter (2), above, shall be sent by the REACH Manager to the relevant Members within fifteen (15) days of their approval by the Assembly.
- x. Each invoice shall be paid within sixty (60) days of its release by the REACH Manager. If an invoice is not received by a Member within forty-five (45) days from the beginning of the financial year or, where relevant, one (1) month after the

adoption of a pluri-annual budget applicable to that Member, in accordance with Subchapter (3), above, or the adoption of an increase of budget in accordance with Subchapter (2), above, the Member shall notify the President in writing, who shall instruct the REACH Manager to re-issue the invoice, which shall be paid within sixty (60) days of its release.

Any Member shall be entitled to access books of account, as well as any related records, at any reasonable time. On a quarterly basis, the REACH Manager shall provide an accounting of all the costs disbursed and funds received to date

- (5) Until disbursed pursuant to this Agreement, all the funds of the Association shall be maintained by the REACH Manager in guaranteed accounts approved by the Steering Committee, which preserve the principal while providing a reasonable rate of return
- (6) The REACH Manager shall be responsible for making any disbursement relevant for the activities of the Association, subject to prior approval of the expense by the Steering Committee. All earnings shall be credited by the REACH Manager to the account of the Association.

### **Article XXI - Accountants**

- (1) The Assembly shall elect two Accountants for a period of two years. Re-election is admissible. Accountants must not be members of other organs – except for membership to the Assembly – whose activities are subject of the audit by the Accountants.
- (2) The Accountants shall be responsible for the supervision of the daily management as well as the audit of the accounts of the Association, as regards the accuracy of the accounts rendered and compliance of the funds used with the Articles of Association. The Executive Board is obliged to present to the Accountants the documents necessary and to give other information, accordingly. The Accountants shall report to the Executive Board on the results of the audit.
- (3) The Accountants have to consult independent third-party auditors to be appointed upon prior approval of the Steering Committee.
- (4) Notwithstanding the responsibility of the Accountants, any member may appoint on its own costs other, independent auditors, in order to assess the feasibility of the management of the Association and the accuracy of its accounts. Reports rendered by third-party auditors shall be presented to the Accountants.

### **Article XXII - Protection of Confidential Business Information**

- (1) Any Confidential Business Information according to definitions to be given by Assemblies internal rules shall be in writing or other tangible form (including electronic form), clearly marked as “CONFIDENTIAL” when disclosed to a receiving party. If not in a tangible form (i.e. disclosed orally or observed), the Confidential Business Information shall be identified as confidential when disclosed and confirmed as such in writing within 10 days after disclosure. If a Party fails to clearly mark Confidential

Business Information as “CONFIDENTIAL” or to identify it as confidential when disclosed and/or to confirm its confidential nature within the deadline, the receiving party(ies) shall not be liable for the disclosure of such information.

- (2) Existing or new Studies made available in the Association and meeting the conditions either
  - (i.) regarding existing Studies to be referred to for the exclusive purpose of complying with the requirements of the REACH Regulation applicable to the Relevant Substances listed in Schedule/. 1, or
  - (ii.) regarding new Studies to be further referred to according to specified rules given
  - (iii) regarding use of new Studies by Affiliates of Members according to specified rules givenare also deemed to be Confidential Business Information which cannot be disclosed to third parties or Members that did not share the cost of development of the Studies in accordance with the cost sharing formula agreed upon in this By-laws or Internal Rules given by Assembly
- (3) Each Member undertakes, on its own behalf and on behalf of its Affiliates, officers, directors, employees, agents, and contractors, not to disclose Confidential Business Information to any person not expressly authorized under this By-laws or Internal Rules given by Assembly
- (4) This obligation extends to the REACH Manager and the Trustee, as well as, if relevant, any other external technical, scientific, financial or legal consultant.
- (5) Confidential Business Information shall not be disclosed to Observers unless they have ratified a Non-Use and Non-Disclosure Agreement.

The non-disclosure obligation covers, where relevant:

  - i) Confidential Business Information, as defined in internal rules given by the Assembly, that is disclosed by a Member to one or more of the other Members;
  - ii) Confidential Business Information, as defined in Internal Rules given by the Assembly, that is disclosed by a Member to the REACH Manager, the Trustee, or any other external technical, scientific, financial or legal consultant;
  - iii) Existing or new Studies acquired, licensed, developed or contracted or obligated for or by the Association pursuant to this Agreement, which are made available to one or more of its Members
- (6) The persons not expressly authorized to access Confidential Business information under this By-laws or Internal Rules given by the Assembly include, where appropriate, but are not limited to, any third party not a Party to this Association; any Member which has not shared the cost of a study in accordance with the cost sharing formula agreed upon in this By-laws or Internal Rules given by the Assembly; or any Affiliate of a Member which has not demonstrated liability for complying with obligations under the REACH Regulation.

- (7) The commitment of the Members shall be expressly confirmed through the execution by each of them of the Non-Use and Non-Disclosure Statement provided in Schedule 2 to this By-laws prior to joining the Association. The obligation to execute the Non-Use and Non-Disclosure Statement also applies to the REACH Manager and, if different from the REACH Manager, the Trustee, as well as any other external technical, scientific, financial or legal consultant, which would have access to Confidential Business Information. The REACH Manager shall keep record of the Non-Use and Non-Disclosure Statements signed by the Parties, external consultants and the Trustee, if different from the REACH Manager. The REACH Manager and, if relevant, the Trustee shall provide a signed Non-Use and Non-Disclosure Statement to each Party to this Association.

### **Article XXIII - Arbitration**

- (1) In case of absence of amicable settlement, members of the Association submit to the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris (ICC-Rules), for any disputes arising out of or in connection with the membership to the Association. This clause shall be construed as constituting an arbitral tribunal in the sense of §§ 577 et seq of the Austrian Civil Procedure Code (ZPO) and not as an “alternative dispute resolution body” in the sense of the Austrian Act on Associations of 2002.
- (2) The arbitral tribunal shall consist of three arbitrators: each party designates one arbitrator; these two arbitrators then designate the third arbitrator who shall act as chairperson; the chairperson shall have a university degree in law. The cost of arbitration shall be paid by the parties involved on equal terms; any out-of-court costs shall be borne by the party responsible for incurring said costs. The arbitral tribunal shall decide on the regulation of the cost of arbitration including out-of-court costs incurred by the parties in accordance to the results of the arbitration. The language of the proceedings shall be English. The venue of the arbitration shall be Paris. The arbitration shall be based on the Law of Austria. The decision of the arbitral tribunal shall be final and binding for all Members.
- (3) Any dispute, however, regarding the disclosure of Confidential Business Information that requires urgent action through a summary judgment delivered by a Court, shall not be subject to arbitration. The dispute shall be governed exclusively by Austrian law and the jurisdictional venue for the dispute shall be the competent courts in Austria.

### **Article XXIV - Dissolution of the Association**

- (1) The Assembly may resolve on the deliberate dissolution of the Association by two-third (2/3) majority of the valid votes cast.
- (2) In this case, the Assembly shall resolve – should there be any remaining funds of the Association – upon the liquidation, as well. Then, the Assembly shall appoint a Liquidator and decide to whom the Liquidator shall transfer remaining funds after all liabilities of the Association have been settled. As far as the remaining funds do not exceed the contributions of the members made to the Association, it shall be divided amongst the members. Funds of the Association in excess thereof, shall be transferred to an organisation pursuing the same or similar purposes or other, charitable goals, as far as this is feasible and admissible.

\*\*\*

Fully adopted by:

Date and place:

[INSERT NAME]

By: \_\_\_\_\_

Name:

Title:

Address:

Phone:

Fax:

## SCHEDULE ./1

### RELEVANT SUBSTANCES:

	"Official EC/chemical name	chemical Formula	CAS No.
1	vanadium	V	7440-62-2
2	ammonium trivanadium octaoxide ammonium vanadium oxide	$\text{NH}_4\text{V}_3\text{O}_8$ $(\text{NH}_4)_2\text{V}_6\text{O}_{16}$	12207-63-5 11115-67-6
3	divanadium pentaoxide	$\text{V}_2\text{O}_5$	1314-62-1
4	divanadium trioxide	$\text{V}_2\text{O}_3$	1314-34-7
5	slags, steelmaking, vanadium	UVCB	69012-34-6
6	ammonium sodium vanadium oxide	$\text{NaNH}_4\text{V}_6\text{O}_{16}$	39455-80-6
7	ammonium trioxovanadate	$\text{NH}_4\text{VO}_3$	7803-55-6
8	lithium vanadium trioxide	$\text{LiVO}_3$	15060-59-0
9	oxalic acid, vanadium salt vanadium, oxalate complexes	$\text{V}_x\text{C}_2\text{H}_2\text{O}_4$ $\text{VOC}_2\text{O}_2$	14974-48-2 98903-75-4
10	sodium metavanadate	$\text{NaVO}_3$	13718-26-8
11	tris(pentane-2,4-dionato-O,O') vanadium	$\text{C}_{15}\text{H}_{21}\text{O}_6\text{V}$	13476-99-8
12	vanadium carbide	VC	12070-10-9 11130-21-5
13	vanadium dioxide divanadium tetraoxide	$\text{VO}_2$ $\text{V}_2\text{O}_4$	12036-21-4 12036-73-6
14	vanadium nitride	VN	24646-85-3
15	vanadium oxide	$\text{V}_4\text{O}_7$	12037-05-7
16	vanadium oxide	$\text{V}_6\text{O}_{13}$	12037-42-2
17	vanadium oxide sulphate	$\text{VO}(\text{SO}_4)$	27774-13-6
18	vanadium tetrachloride	$\text{VCl}_4$	7632-51-1
19	vanadium trichloride oxide	$\text{VOCl}_3$	7727-18-6
20	divanadium trisulphate	$\text{V}_2(\text{SO}_4)_3$	13701-70-7
21	oxobis(pentane-2,4-dionato-O,O')vanadium	$\text{C}_{10}\text{H}_{14}\text{O}_5\text{V}$	3153-26-2
22	potassium vanadium trioxide	$\text{KVO}_3$	13769-43-2
23	sodium trivanadium octaoxide	$\text{NaV}_3\text{O}_8$	12026-8-3
24	tetraammonium disodium vanadate	$\text{Na}_2(\text{NH}_4)_4\text{V}_{10}\text{O}_{28}$	12055-09-3
25	tripotassium vanadium tetraoxide	$\text{K}_3\text{VO}_4$	14293-78-8
26	vanadium trichloride	$\text{VCl}_3$	7718-98-1
27	vanadium yttrium tetraoxide	$\text{YVO}_4$	13566-12-6

## **SCHEDULE ./2**

**All terms used but not defined herein shall have the meanings ascribed to them in the Internal Rules.**

### **VANADIUM REACH ASSOCIATION NON-USE AND NON-DISCLOSURE STATEMENT**

#### **I. OBLIGATIONS OF THE RECEIVING PARTY**

The undersigned (hereafter, the Receiving Party) commit:

- a) not to disclose and to protect the confidentiality of the Information, including any notes, summaries, reports, analyses or other material incorporating the Information that are derived by the Receiving Party, its Affiliates or its or their Representatives (defined below) in whole or in part and in whatever form maintained (collectively, “Notes”);
- b) to use the Information and Notes only for the purpose of this Association;
- c) to treat the Information and Notes with the same degree of care as it treats its own confidential information, which shall be at least a reasonable standard of care, to prevent disclosure of the Information and Notes, except to its Affiliates and its or their officers, directors, employees (collectively, “Representatives”), to the extent necessary for the fulfilment of the obligations of the Receiving Party and its Affiliates pursuant to the REACH Regulation.
- d) that prior to disclosing any Information and Notes to its Affiliates or its or their Representatives as provided above, such Affiliates and their Representatives will be advised of the confidential nature of the Information and/or Notes, and will be provided a copy of this Appendix and directed to abide by its terms.
- e) to be responsible for any breach of this Appendix by it, its Affiliates or its or their Representatives.
- f) Non-use and non-disclosure obligations relating to data submitted to the competent Authorities in the context of REACH Registration shall continue for twelve (12) years from the latest deadline of Registration of each of the Relevant Substances listed in Appendix 1 or, if the Information is submitted to the competent authorities after that date, from date of submission of the Information.

Nothing herein is intended to, and shall not limit or abridge the protection of any trade secret under applicable trade secrets law, and trade secrets shall be maintained as such until they fall into the public domain.

The Receiving Party acknowledges that the covenants of non-disclosure and non-use shall be effective in every country and territory in the world.

In the event of loss or theft of any information and notes, the REACH Manager must be immediately notified by the Receiving Party who shall take all reasonable action and cooperate fully in remedying same.

## **II. EXCEPTION TO CONFIDENTIALITY PROTECTION**

Notwithstanding section I of this Appendix, the Receiving Party may provide its customers, to the extent it is necessary to comply with the Receiving Party's legal obligations, with (i) Safety Data Sheets as defined in the REACH Regulation, (ii) relevant exposure scenarios or (iii) other available and relevant information about the Substance covered by the Association, that is necessary to enable appropriate risk management measures to be identified and applied, but only so long as the Receiving Party's customer does not manufacture, import into the EU or sell such Substances.

Notwithstanding section I of this Appendix,

- a) The Receiving Party may disclose the Information if and to the extent that such disclosure is required by law or court order, provided that the Receiving Party notifies the Disclosing Party and the REACH Manager and provides them with an opportunity to defend such disclosure.
- b) The Receiving Party and its Affiliates may use the Information and Notes for compliance with laws and regulations in other non-EU jurisdictions provided that the confidentiality of the Information and Notes is guaranteed and in compliance with the Association By-laws and Internal Rules. Any disclosure of the Information or Notes for purposes of compliance with non-EU regulatory requirements that could result in public disclosure of the Information or Notes shall only be permissible after prior approval from the Steering Committee.
- c) The Receiving Party can disclose the Information to the professional advisers that he appointed under terms of the Confidentiality agreement.

Section I of this Appendix shall not apply to those particular portions of Information disclosed by the Disclosing Party if such information:

- a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its Affiliates or its or their Representatives to which it has been made available;
- b) was available on a non-confidential basis prior to its disclosure under the terms and conditions, as provided by the Internal Rules;
- c) is or becomes available to the Receiving Party, its Affiliates or its or their Representatives on a non-confidential basis from a source other than the Disclosing Party when such source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation with the Disclosing Party,
- d) was independently developed by the Receiving Party, its Affiliates or its or their Representatives, without reference to the Information, and the Receiving Party can prove such independent development of the information with written documentation.
- e) is approved for release by the Assembly or the Steering Committee in compliance with Article 119 of the REACH Regulation (as amended or replaced) on electronic public access with the decision for submission of a Registration Dossier; or

- f) provided that the information is a study developed by the Association, it is approved for public disclosure by written authorisation of the Assembly or the Steering Committee subject to any directions of the Steering Committee with respect to the extent, timing, and manner in which the Information shall be publicly disclosed,
- g) is data on exposure to a Relevant Substance.

### **III. NO LICENCE AND INDEMNITY**

- (a) Nothing in this Association By-laws or Internal Rules is intended to and shall not grant any right to the Receiving Party under any patent, copyright or any other intellectual property right, nor shall the By-laws or Internal Rules grant the Receiving Party any rights in or to the Information except as expressly set forth in the By-laws or Internal Rules.
- (b) The Receiving Party acknowledges and agrees that any breach of the confidentiality provisions of the Internal Rules would cause immediate and extremely serious injury to Disclosing Party(ies). Should the Receiving Party violate any of the terms and conditions of confidentiality in this Internal Rules, the Association Members shall be entitled, in addition to any other remedies that maybe available, in law, in equity or otherwise, to obtain injunctive relief against the threatened breach of the confidentiality provisions of the Internal Rules or the continuation of any such breach, without the necessity of proving actual damage.

The undersigned has executed this Non-Use and Non-Disclosure Statement as of the date indicated below:

[INSERT NAME]

By: \_\_\_\_\_

Name:

Title:

Address:

Phone:

Fax: