

## Agreement on a Letter of Access for the Titanium Joint Registration Dossier

This Agreement is entered into by and between

**The Members of the REACH Titanium Consortium**, represented by Mr. Rob Allan as Chairperson of the General Assembly of the Consortium

(hereinafter referred to as "**the Consortium**")

and

Name of company , having its seat of incorporation at registered address, registered with the name of register e.g, name of court registration, company house etc. under No. registration number, acting both in its own name and on its behalf, and, as the case may be, in the name and on behalf of any legal entity (entities) which it represents as "Only Representative" or as "Third Party Representative" within the meaning of the REACH Regulation, and represented by name of representative

(hereinafter referred to as "**the Registrant**")

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

### Preamble

Whereas Article 11 (1) 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 Regulation) requires certain information to be first submitted, in a form of a Joint Registration Dossier, by the one registrant acting with the agreement of the other assenting registrant(s);

Whereas the Consortium was formed by a group of interested parties, including producers and importers of titanium, in order to share human and financial resources involved in complying with the REACH Regulation and to develop and collate, in a timely and efficient manner, the information required for registration of the Titanium metal (EINECS no. 231-142-3, CAS no. 7440-32-6).

Whereas the Consortium holds rights to and in the information contained in the Joint Registration Dossier and has the authority to grant third parties rights to refer to this Information for the purpose of registration under REACH Regulation;

Whereas the Registrant is brief details about the Registrant, e.g. is an importer, only representative, producer etc. and is a participant of the Titanium SIEF;

Whereas the Registrant desires to refer to the Joint Registration Dossier of the Consortium in order to comply with obligations under REACH Regulation;

Whereas the Members of the Consortium wish to enable participants of the Titanium SIEF to refer, strictly for purposes of REACH, to the Joint Registration Dossier in the form of a Letter of Access, as required by Article 10 (a) of the REACH Regulation;

Whereas the Guidance on data sharing issued by ECHA states that "*parties sharing data must make every effort to ensure that the costs of sharing information are determined in a fair, transparent and non-discriminatory way.*" (Article 27 (3) and 30.1)". The Compensation takes account of this requirement and recognises the investment made by the Consortium in the development of the Joint Registration Dossier;

Whereas upon creation of the Joint Submission a security token will be issued by ECHA to the Lead Registrant to be shared with other participants of the titanium SIEF who have duly signed this Agreement as well as the Lead Registrant Agreement and have financially contributed to the Joint Submission.

THE PARTIES HAVE AGREED AS FOLLOWS:

### **Article I. Definitions**

Terms written in capital letters shall be defined as follows. To the extent they are not otherwise defined in this Agreement, any definition specified in the REACH Regulation, in particular in Article 3 thereof, shall apply to this Agreement:

**Access Right:** a non-exclusive and non-transferable right to refer to the Joint Registration Dossier for the Purpose, as certified by the issuance of a Letter of Access.

**Agreement:** this agreement between the Consortium and the Registrant concluded for the fulfilment of the Purpose.

**Chemical safety report:** report required pursuant to Article 10(b) of the REACH Regulation for all substances registered in quantities of 10 tonnes or more per year per registrant, that documents the chemical safety assessment and is prepared in accordance with Article 14(2) to (7) as well as Annex I of the REACH Regulation.

**Compensation:** any payments which the Registrant undertakes to pay to the Consortium in return for the grant of the Access Right and in accordance with an order laid down in this Agreement; the amount of Compensation is specified in Annex 2 of this Agreement.

**Consortium:** the Members of the REACH Titanium Consortium.

**ECHA:** the European Chemicals Agency, located in Helsinki, Finland. The Agency was established by Article 75 (1) of the REACH Regulation with the purposes of managing technical, scientific and administrative aspects of this Regulation and to ensure consistency at EU level in relation to these aspects.

**Guidance on Safe Use:** the information and data compiled in accordance with Article 10(a)(v) and Section 5 of Annex VI of the REACH Regulation.

**Joint Registration Dossier:** studies, study summaries and robust study summaries, other scientific, statistical, or technical data, including but not limited to composition, characteristics, properties and processes and applications, owned or licensed by the Members of the REACH Titanium Consortium and to be submitted by the Lead Registrant as the Joint Registration Dossier pursuant to Article 11 (1), paragraph 2 of the REACH Regulation. This includes IUCLID Sections 2 and IUCLID Section 4 to 7 as well as the Chemical Safety Report and the Guidance on Safe Use if it is required under the REACH Regulation.

**Lead Registrant:** Timet UK Ltd, which is registered in England and Wales with company registration number 350589 with registered address at PO Box 704, Witton, Birmingham, B6 7UR in the United Kingdom, and which was appointed by participants in the Titanium SIEF to act as Lead Registrant for titanium in accordance with Article 11(1) of the REACH Regulation.

**Lead Registrant Agreement:** an agreement between the members of the Titanium SIEF on the Lead Registrant.

**Material Breach:** a breach serious enough to destroy the value of the contract and to give a basis for an action for breach of contract. A false declaration of tonnage band by the Registrant or the sharing with a third party by the Registrant of the token and the joint submission name granted in accordance with Article II.1.c of this Agreement shall constitute a Material Breach on the part of the Registrant. The failure by the Consortium to provide the rights granted under Article II to the Registrant upon receiving payment of the Compensation shall constitute a Material Breach on the part of the Consortium.

**Only Representative:** as defined and appointed in accordance with Article 8 of the REACH Regulation.

**Purpose:** the grant by the Consortium to the Registrant, in exchange for Compensation, of an Access Right in compliance with Article 11 of the REACH Regulation, so as to allow the Registrant to fulfil its joint registration obligations in accordance with Article 11 of the REACH Regulation.

**REACH Regulation:** 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

**Secretariat of the Consortium:** the International Titanium Association (ITA), located at 11674 Huron Street, Suite 100, Northglenn, Colorado 80234 USA, which was appointed to act as secretariat to the Consortium.

**Substance:** titanium, with chemical formula Ti, EINECS number 231-142-3 and CAS number 7440-32-6, known as Titanium.

**Third Party Representative:** as defined and appointed in accordance with Article 4 of the REACH Regulation.

**Titanium SIEF:** the Substance Information Exchange Forum, consisting of EU Manufacturers, EU Importers and Only Representatives of Non-European Manufacturers as defined in the REACH Regulation. All of the Participants in this SIEF have an interest in or are intending to register the Substance in accordance with the REACH Regulation.

**Certain terms:**

- (a) the word "including" shall be deemed to be followed by the words "without limitation" and "but not limited to" regardless of whether they are included or not;
- (b) the word "will" shall be construed to have the same meaning and effect as the word "shall";
- (c) definitions shall be deemed to include both the singular and/or plural usages of such terms, as applicable;
- (d) masculine pronouns shall be deemed to include references to feminine and/or genderless terms, as applicable.

## **Article II. Access Right**

1. Subject to the payment of the Compensation as specified under Article III.1 of this Agreement, the Consortium grants to the Registrant a non-exclusive and non-transferable Access Right to refer to the Joint Registration Dossier for the Purpose. In particular, the Consortium grants the Registrant:

- (a) the right to refer to the information in the Joint Registration Dossier, which is owned or licensed by the Consortium;
- (b) the right to refer to the Chemical Safety Report for the Substance and prepared by or on behalf of the Titanium Consortium;
- (c) a copy of the Guidance on Safe Use if it is required under the REACH Regulation;
- (d) an access to a valid security token granted by ECHA to the Lead Registrant and the corresponding submission name;
- (e) a copy of the list of uses included in the Chemical Safety Report which is part of the Joint Registration Dossier;
- (f) information on the chemical composition of the Substance;
- (g) information on the classification of the Substance.

2. Unless otherwise agreed, the Registrant is not authorised to receive any copies of the Joint Registration Dossier nor is it authorised to inspect or view the Dossier or any related specific document in whole or in part relating to the Joint Registration Dossier, except:

- (a) the documents that are published on the internet pursuant to Article 119 of the REACH Regulation, and
- (b) the Guidance on Safe Use and a copy of the list of uses as mentioned in Article II.1 (d);
- (c) the endpoints results for which they have paid and, unless confidential, a copy of the relevant robust study summaries and study summaries.

3. The Access Right granted under this Article is limited to the Purpose and the sole use of the Registrant.

4. Within one (1) week of receipt of the payment of the Compensation and upon the Registrant's request, the Consortium shall issue a "Letter of Access" in the form established in **Annex 1** of this Agreement.

5. This Agreement does not give any Consortium membership rights to the Registrant.

### **Article III. Compensation**

1. In consideration for the Access Right granted under Article II.1, the Registrant will pay, as a lump sum, to the Consortium the Compensation corresponding to the tonnage band of the substance the Registrant registers as detailed in **Annex 2**.

2. On receipt of the duly signed Agreement and declaration in **Annex 3** thereof, the Secretariat shall issue the invoice to the Registrant for consideration.

3. If the payment is not received by the Consortium, the Agreement and the Access Right granted in accordance with Article II will be void.

4. The right to refer to any additional information included in the Joint Registration Dossier after the date of the submission of said Dossier by the Lead Registrant shall be granted to the Registrant for no additional Compensation.

5. If, subsequent to the payment of the Compensation in accordance with Article III(1) of this Agreement, the Registrant increases the quantity of the Substance that it manufactures in or imports into the EU, results in an increase in the tonnage band required to be registered by the Registrant, the Registrant shall be liable for any difference between the Compensation applicable to this higher tonnage band and the Compensation originally paid by the Registrant. The Registrant shall have an obligation to inform the Secretariat without undue delay should an increase in tonnage band occur.

6. A decrease in the tonnage band of the Registrant shall not entitle the Registrant to a refund of any difference between the Compensation originally paid and the Compensation applicable to this new lower tonnage band.

7. All payments due hereunder shall be net payments, i.e. free of any bank or transfer charges or similar charges and without deduction of any taxes, levies or other dues payable. If the Registrant is required to withhold any tax or to make any other deduction from any such payments, then the said payments shall be increased to the extent necessary to ensure that, after making of the required deduction or withholding, the Consortium receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made (gross-up amount).

8. Indirect taxes, including but not limited to Value Added Tax (VAT), Goods and Service Tax (GST), service tax, business tax, as applicable pursuant to the relevant tax law, shall be borne by the Registrant.

9. Any fiscal or other obligations imposed on the Registrant by the competent authority or authorities in connection with this Agreement shall be the sole responsibility of the Registrant.

#### **Article IV. One entity per agreement**

1. If several companies belonging to the same group of companies wish to benefit from the Agreement, separate Agreements must be signed and separate Compensations must be paid by each entity of the group individually.

2. If the Registrant is an Only Representative, the Registrant shall sign a separate Agreement for each non-EU manufacturer that it represents as Only Representative and pay

the relevant Compensation applicable to the tonnage band of each of non-EU manufacturers it represents.

3. If a Third Party Representative acting on behalf of one or more legal entities within the SIEF, the Third Party Representative shall sign an Agreement per each entity it represents and pay the Compensation applicable to the relevant tonnage band for each legal entity that it represents.

#### **Article V. Declaration of tonnage band**

1. Using the template in **Annex 3**, the Registrant shall declare to the Secretariat:
  - (a) the name of the natural or legal person, to which the Access Right shall apply;
  - (b) the tonnage band of the Substance produced in or imported into the EU by the Registrant, which the Registrant will register under the REACH Regulation and for which the Registrant requires the Access Right.
  
2. If the Registrant is an Only Representative, acting on behalf of a non-EU manufacturer of the Substance, the Registrant shall declare the following information to the Secretariat using the template in **Annex 3**:
  - (a) the name of the Registrant to which the Access Right shall apply;
  - (b) the name and details of the non-EU manufacturer represented by the Registrant;
  - (c) the tonnage band of the Substance produced by the non-EU manufacturer and imported into the EU, which the Registrant will register under the REACH Regulation and for which the Registrant requires the Access Right.
  
3. If the Registrant is a Third Party Representative, acting on behalf of one or more legal entities within the SIEF, the Registrant shall declare the following information to the Secretariat using the template in **Annex 3**:
  - (a) the name of the Registrant to which the Access Right shall apply;
  - (b) the name and details of each legal entity represented by the Registrant;
  - (c) the tonnage band of the Substance produced by each legal entity it represents, which the Registrant will register under the REACH Regulation and for which the Registrant requires the Access Right.
  
4. If the Registrant is an Only Representative or a Third Party Representative, the Registrant should sign one Letter of Access Agreement per each legal entity it represents and pay the corresponding Compensation in accordance with Article IV hereof.

#### **Article VI. Ownership**

1. This Agreement does not grant any property or ownership rights or change existing property or ownership rights whatsoever (including but not limited to intellectual property

rights) to any of the information contained in the Joint Registration Dossier, including the Chemical Safety Report and the Guidance on Safe Use (if required under the REACH Regulation) provided under this Agreement, in whatever form and whenever, by the Consortium to the Registrant, except for the rights referred to in Article II of this Agreement.

2. Neither this Agreement nor any disclosure of information shall vest any present or future rights in any patents, trade secrets or property rights and no licenses or Access Rights other than those specified under Article II are granted.

3. The Registrant undertakes to use any proprietary data provided to it under this Agreement exclusively for the completion of its obligations pursuant to the REACH Regulation and to refrain from any other use, whether commercial or non commercial.

### **Article VII. Term & Termination**

1. This Agreement shall be effective from the date of signature by the Parties. The Agreement and the Access Right granted hereunder will have no expiration, except as provided under Paragraphs 2 and 3.

2. This Agreement and the Access Right provided hereunder shall expire once the information in the Joint Registration Dossier is no longer protected and may be used without reservation, subject to any restrictions under the applicable law. The Parties acknowledge that the period of protection of studies under the REACH Regulation is currently twelve years after the date of first submission to the ECHA.

3. Either Party may terminate this Agreement and the Access Right granted hereunder if the other Party is in Material Breach of any representation, warranty, covenant, or agreement contained in this Agreement, after providing written notice to the other Party of such intent and the reason for termination. This termination will be effective forty-five (45) calendar days after the date of sending the notice, unless before the end of that period the infringing Party cured the breach identified in the notice. If the breach is cured in the specified period and the breaching Party receives written acknowledgement from the non-breaching Party that the breach has been cured, the notice of termination will be void and of no effect.

4. Upon termination of this Agreement under the Paragraph 3 due to a Material Breach on the part of the Registrant all rights granted to the Registrant will immediately revert to the Consortium, the Registrant will have no right to a refund of any part of the Compensation already paid to the Consortium, and the relevant authorities will be informed of the revocation of the right to refer to the Joint Registration Dossier.

5. Upon termination of this Agreement under Paragraph 3 due to the Consortium's Material Breach, any Compensation received by the Consortium, under Article III will be refunded to



the Registrant within forty-five (45) calendar days of the effective date of such termination. The Registrant shall retain the Access Right granted in accordance with Article II.

6. In the case of termination of the Agreement, the Registrant will have no claim against the Consortium, for compensation of loss of business or goodwill for any other damages that may result from such termination of this Agreement.

### **Article VIII. Liabilities**

1. Nothing in this Agreement will be deemed to be a representation or warranty of the safety, completeness, or usefulness for any purpose of any technical information, techniques, or practices at any time made available to the Registrant. Neither the Consortium nor any of its duly authorised agents, representatives or advisors, including the Lead Registrant, shall be responsible or liable for any omission, inaccuracy, error or defect in any data, specifications, material, assessment or other information contained in the Joint Registration Dossier, including in the Chemical Safety Report.

2. Neither the Consortium nor any of its duly authorised agents, representatives or advisors, including the Lead Registrant, gives any warranty for acceptance by the ECHA of the Joint Registration Dossier or any information it contains, and they shall not be liable to the Registrant in any way whatsoever for any direct, indirect or consequential loss or damage, including the loss of profit or business, arising out of or in connection with:

- (a) any delays in the completion or submission of the Joint Registration Dossier;
- (b) any compliance or of non-compliance with the requirements of the REACH Regulation whether arising out of the use of or reference to the Joint Registration Dossier or not; and/or
- (c) any activities contemplated in this Agreement

unless caused by gross negligence, wilful misconduct or fraud.

### **Article IX. Individual rights and obligations of the Registrant**

1. The Registrant remains individually responsible for compliance with the provisions of the REACH Regulation, in particular, but not limited to, the obligations relating to the individual submission of the information required under Article 11(1) of the REACH Regulation.

2. It shall be the responsibility of the Registrant to satisfy himself that the identity of the Substance, which he intends to register in accordance with the requirements of the REACH Regulation and for which an Access Right is made available under this Agreement, is the same as the identity of Titanium as defined by the Titanium Consortium.

3. Except as required by the REACH Regulation, nothing in this Agreement shall be construed as requiring the Consortium or its duly authorised agents, representatives or advisors, including the Lead Registrant, to undertake or contribute to the undertaking of, directly or indirectly, any of the obligations imposed by the REACH Regulation on the Registrant.

4. Nothing contained in this Agreement shall prevent the Registrant from requesting confidential treatment for some information in accordance with Article 119 (2) of the REACH Regulation.

5. Compliance with this Agreement does not necessarily constitute compliance with the Lead Registrant Agreement. Signing and compliance with the Lead Registrant Agreement is a prerequisite for the grant of the Access Rights detailed in Article II of this Letter of Access Agreement. It is the sole obligation of the Registrant to ensure the compliance with the Lead Registrant Agreement.

6. It is the individual responsibility of the Registrant, together with their consultants, to critically assess the information that is made available to the Registrant pursuant to this Agreement. The Registrant assumes the full responsibility for its own use of any and all information received.

#### **Article X. Assignment**

The Access Right is granted solely in favour of the Registrant who has duly paid the Compensation in accordance with Article III of this Agreement. Nothing in this Agreement shall give the Registrant the right to assign, transfer or grant the Access Right to any other entity or person, including to an affiliate of the Registrant.

#### **Article XI. Confidentiality**

1. Each Party shall treat all information received from the other Party as confidential and not disclose it to third parties, whether or not such information is marked as "CONFIDENTIAL", unless regulatory requirements or order of a court or government authority require such disclosure. Each Party shall immediately advise the other Party in writing of any request or order of any competent authority or court relating to the disclosure of that information.

2 The Registrant shall:

- (a) use of the information only for the Purpose in accordance with this Agreement;
- (b) where disclosure is required in accordance with regulatory requirements or order of a court or government authority, including with the REACH Regulation, disclose the information only in a form (for example short summaries where possible) reflecting the minimum information required to be disclosed. Disclosure of the information in

accordance with Article IX.1 shall not constitute a breach of this confidentiality obligation;

- (c) only disclose the information to their employees, affiliates, external experts and/or consultants on a need to know basis and to the extent absolutely necessary for the Purpose. The Registrant shall have in place policies and procedures to ensure the confidentiality of the information, and require that its external experts and/or consultants also have such policies and procedures in place to ensure its compliance with these confidentiality obligations;
- (d) not disclose to a third party any information received from the Consortium, including the Joint Registration Dossier, without the prior written consent of the Consortium, except if such information is disclosed to ECHA or a competent authority in accordance with the REACH Regulation;
- (e) not make any public statements on any information relating, directly or indirectly, to this Agreement, or otherwise engage in any publicity whether or not confidential, without prior written consent of the Consortium.

3. Where the Registrant is an Only Representative, the rights afforded to and duties to be undertaken by the Registrant shall apply as if the non-EU manufacturer represented by the Only Representative were itself the Registrant. For the purposes of this Article, the non-EU manufacturer represented by the Only Representative shall not be treated as a third party, but shall itself be bound by the requirements of this Article.

4. In a case of a Third Party Representative, the rights afforded to and duties to be undertaken by the Registrant shall apply as if the Third Party Representative were itself the Registrant. For the purposes of this Article, Third Party Representative shall not be treated as a third party, but shall itself be bound by the requirements of this Article.

5. The Secretariat of the Consortium shall keep confidential any information disclosed by the Registrant to it for the purposes of this Agreement, and shall not disclose to any of the Members of the Consortium or to any third party such information.

## **Article XII. Competition law compliance**

1. The Parties acknowledge that any activities carried out under this Agreement shall be carried out in full compliance with EU competition law, in particular but not limited to Articles 101 and 102 of the Treaty on the Functioning of the European Union (TFEU), as well as any applicable national laws.

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, the Parties shall take immediate steps to remedy that situation.

### **Article XIII. Dispute resolution and applicable law**

1. The Agreement shall be governed by the laws of England, without regard to its conflict or choice of law rules, including to the UN Convention on the International Sale of Goods (CISG).

2. Any dispute, controversy or claim which may arise between the Parties in connection with the interpretation of any provision of this Agreement, the validity or enforceability of the Agreement, or the breach or termination of it, or the implementation or omission of any of its obligations, or the evaluation of the compensation of data, shall be settled primarily by the amicable efforts of the Parties.

3. In the absence of amicable settlement, any disputes arising out of or in connection with this Agreement may be settled under the Rules of Arbitration of the International Chamber of Commerce in London. The arbitral award shall be final and binding on the Parties.

(a) The arbitral tribunal shall consist of one or more arbitrators appointed in accordance with the said Rules.

(b) 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 outcome of arbitration.

(c) The language of the proceedings shall be English.

(d) The venue of arbitration shall be London.

(e) The arbitration shall be based on the law of England.

3. During the period of any court or other legal 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 a court or other decision.

4. The Consortium and any of its Members shall have the right to enforce this agreement against the Registrant.

5. Any dispute requiring urgent action through a summary judgment delivered by a court shall not be subject to arbitration. In such circumstances the dispute shall be governed exclusively by the laws of England and the jurisdictional venue for the dispute shall therefore be the competent English court.

### **Article XIV. Miscellaneous**

1. All annexes to this Agreement shall form an integrate part of it.

2. No amendments to or changes or modifications of this Agreement, including to this Article or to any of the annexes, may be made except in writing signed by a duly authorised

representative of each of the Parties. This Agreement may not be waived or discharged except in writing signed by a duly authorised representative of each of the Parties.

3. This Agreement or the cooperation contemplated herein shall not constitute or be deemed to constitute a legal entity or partnership between the Parties.

4. In any case, notwithstanding the expiration or the early termination of this Agreement, for any reason whatsoever, the provisions relating to the ownership of data (Article VI), liability (Article VIII), protection of confidentiality (Article XI), competition law compliance (Article XII) and applicable law and dispute resolution (Article XIII) shall remain applicable to the Parties.

5. The failure of either Party to insist upon strict performance of any terms of provisions in this Agreement shall not be construed as a waiver or relinquishment for the future of such term, provision, right or remedy.

The Parties by their duly authorised representatives, sign this Agreement in duplicate, with each Party receiving one of the signed originals hereof.

**For: THE REGISTRANT**

**For: THE CONSORTIUM**

Represented by:

Represented by:

Name: \_\_\_\_\_

Name: Mr. Rob Allan

Title: \_\_\_\_\_

Title: Chairperson of the General Assembly of the Consortium

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Annex 1

### Letter of Access to REACH Joint Registration Dossier for Titanium

To the Registrant:

Pursuant to the Agreement dated [date] between the Consortium and the Registrant (the "Agreement") the Consortium granted to the Registrant the right to refer to the Titanium Joint Registration Dossier for the sole purpose of supporting the Registrant's registration of Titanium in accordance with the REACH Regulation, subject to the terms of the Agreement.

Terms used in this letter shall be construed by reference to the Agreement.

In order to facilitate participation in the Joint Submission of the registration, the Applicant is also given the following information:

- 1) Joint Submission name:
- 2) Valid security token number issued by ECHA to the Lead Registrant
- 3) a copy of the Guidance on Safe Use if it is required under the REACH Regulation
- 4) a copy of the list of uses included in the Chemical Safety Report which is part of the Joint Registration Dossier
- 5) information on the chemical composition of the Substance
- 6) information on the classification of the Substance
- 7) Recommendations regarding the analytical information (chemical & spectral data) necessary to provide confirmation of the composition(s) of the substance (IUCLID section 1.4)

Signed:

## Annex 2

### Compensation

The level of the Compensation to be paid by the Registrant to the Consortium pursuant to Article II.1 of this Agreement will correspond to the tonnage band of the Substance that the Registrant intends to register.

The following levels of compensation shall apply:

<b>Tonnage Band</b>	<b>Level of Compensation</b>
> 1000 tonnes	EUR 60,000
Between 100 - 1000 tonnes	EUR 40,000
Between 10 – 100 tonnes	EUR 20,000
< 10 tonnes	EUR 10,000

A 10% discount shall apply until 1 December 2010 for Registrants who intend to register the Substance in a tonnage band below 1000 tonnes and who pay the Consortium the Compensation prior to that date.

The Consortium reserves the right to reduce the level of Compensation for all Registrants and to inform the Registrants accordingly. The difference between any Compensation already paid and the reduced level of Compensation shall be refunded to the Registrant by the Consortium.

The payment of the Compensation shall not constitute the payment of the registration fee pursuant to Article 74 of the REACH Regulation and/or Commission Regulation (EC) No 340/2008 of 16 April 2008 on the fees and charges payable to the European Chemicals Agency pursuant to the REACH Regulation.

**STRICTLY CONFIDENTIAL TO ITA SECRETARIAT**

**Annex 3**

**Declaration and Signature of Applicant (Page 1/2)**

The undersigned provides this annex to the signed Letter of Access Agreement.

Date	
Name of Registrant <sup>1</sup>	
Corporate address	
Represented by Name & Title	
VAT number (in EU)	
<u>For Only Representatives</u> Non-EU manufacturer Represented	
Company Name, Address and Local Contact Person, incl. telephone and email	
<u>For legal entity Represented by a Third Party Representative</u>	
Company Name, Address and Local Contact Person, incl. telephone and email	

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<sup>1</sup> If the Registrant is an Only Representative, the name of the non-EU based manufacturer it is representing is to be identified. An Only Representative should enter into one Letter of Access Agreement for each non-EU manufacturer of titanium that has appointed it as Only Representative. If the Registrant is a Third Party Representative, the name of the legal entity it is representing is to be identified. A Third Party Representative should enter into one Letter of Access Agreement for each legal entity that has appointed it as Third Party Representative.



Annex 3

Declaration and Signature of Applicant (Page 2/2)

Tonnage band (please indicate)<sup>1</sup>:

Please "X"	Tonnage Band	Level of Compensation
	> 1000 tonnes	EUR 60,000
	Between 100 - 1,000 metric tonnes per annum	EUR 40,000
	Between 10 – 100 tonnes per annum	EUR 20,000
	Below 10 tonnes per annum	EUR 10,000

Signature(s) \_\_\_\_\_

Printed Name(s) \_\_\_\_\_

Job Title(s) \_\_\_\_\_

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<sup>1</sup> Where the Registrant is an EU-based producer, the tonnage band indicated shall cover both the total of EU production plus imports into the EU of titanium. Where the Registrant is an Only Representative, the tonnage band indicated shall be the total imports into the EU for each non-EU manufacturer appointing the Only Representative. Where the Registrant is a Third Party Representative, the tonnage band indicated shall be total of EU production plus imports into the EU of titanium for each legal entity appointing the Third Party Representative.