**Arsenic Consortium Agreement**

**Admission Contract**

[date]

between

[applicant]

(hereinafter “...”).

and

[all Members of the Arsenic Consortium]

[jointly the Parties]

Whereas the Arsenic Consortium was created by its members for the purpose of working together on aspects relating to 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, Official Journal No. L 396/1 of 30.12.2006.

Whereas the REACH Regulation aims at ensuring a high level of protection for human health and environment, while promoting the efficient functioning of the EU internal market and stimulating innovation and competitiveness in the chemical industry;

Whereas the Arsenic Consortium also aims at following up on Environment, Health and Safety issues that affect the Consortium Members in respect of the relevant substances.

Whereas [applicant] has applied to become a [regular/associate] member of the Arsenic Consortium and the Members Meeting has decided to accept the application on [date].

Therefore, the Parties agree as follows:

**Article 1**

**Admission as [regular/associated] member**

[Applicant] is admitted as an [regular/associated] member of the Arsenic Consortium as of [date].

**Article 2**

**Acceptance of Consortium Agreement**

[Applicant] acknowledges as binding for it the Consortium Agreement in its entirety including its Appendixes as provided for in Annex I. As [regular/associated] member [applicant] shall have the rights and obligations as set forth in the Consortium Agreement. [Applicant] shall in particular be obliged to make the financial contributions as set forth in articles 3.3 and 7 of the Consortium Agreement.

**Article 3**

**Confidentiality**

The Parties shall treat as strictly confidential and not disclose or use any information relating to this Admission Contract, the negotiations leading to this Admission Contract and any data exchanged on this occasion. These restrictions shall not apply if and to the extent: a) disclosure is required by any laws and regulations or by a court; b) disclosure is required by any securities exchange or regulatory or governmental body; c) disclosure is necessary to enforce this Admission Contract in court proceedings; d) the Parties have unanimously given their written, prior consent to disclosure; e) the information has come into the public domain through no fault of the disclosing party; or f) disclosure to any professional advisor is necessary to obtain its advice.

IN WITNESS WHEREOF, the undersigned execute this Agreement by the signatures of their respective duly authorized Representatives.

[Applicant Company Name]

Name:

Title:

Date:

Signature:

In Agreement with articles 3.3 and 4.1.1 of the Arsenic Consortium Agreement and as decided by the Members’ Meeting, the Chair signs:

Name:

Date:

Signature:

**APPENDIX 1**

### Cost-Sharing Principles

The Members shall bear the costs of the Consortium (as defined in Article 7.2 of the Consortium Agreement) as follows (can be adapted by the Members’ meeting):

### Administrative Costs: management and communication

Each Associate and Regular Member pays a yearly fixed fee of 3000 euro. Amount can be changed at the Members’ Meeting in future if needed.

On top of the basic fixed fee of 3000 euro, each Regular Member shall pay their fair share of the remaining administrative costs based on their European total tonnage of all imported and/or manufactured substances of the Regular Member and its affiliates as reported to the Secretariat (tonnages of year x define the membership fee in year x+1).

|  |  |
| --- | --- |
| 1-10T | TP = 1 |
| 10-100t | TP = 2 |
| 100-1000T | TP =3 |
| > 1000t | TP = 4 |
|  |  |

No distinction shall be made between intermediate or other uses to define the tonnage band. (LoA management is handled in a separate LoA agreement per substance).

The tonnage related Administrative Consortium Costs shall be shared between Consortium Members according to the following formula:

MSAC = (AC/STP) \* TP

AC: Tonnage related **A**dministrative **C**osts

MSAC: Individual Consortium **M**embers’ **S**hare of **a**dministrative **C**osts

STP: **S**um of **T**onnage **P**oints of all Consortium Members

TP: **T**onnage **P**oints of individual Consortium Member

Only well-defined and approved additional substance-specific administrative tasks (related to specific projects) will be charged to the respective Members dealing with those substances following an equal share approach.

### Scientific and REACH Costs

REACH costs are shared on a tonnage band approach.

A reserve fund totaling 30.000€ will be created before 31 January 2018 which shall be assigned on equal parts (i.e. 15.000€ each) to potential expenses relating to mandatory or advisable work in respect of EHS work on the one side or toxicology work on the other. All Regular Members shall pay equal amounts into this reserve fund irrespective of their relative sizes or trade volumes. The total or partial use of the reserve fund is not subject to any additional preconditions. The decision as to when and how to use the reserve fund shall be taken by the Members' Meeting. The Secretary General shall keep detailed records in respect of the use of the reserve fund.

All Regular Members shall contribute to scientific costs on equal parts irrespective of their relative sizes or trade volumes. Whereas general scientific costs shall be borne by all Regular Members, substance specific scientific costs shall only be borne (on equal parts) by those Regular Members with an interest in such substance.

The Secretary General shall keep detailed records of past and future costs incurred by Individual Members. These costs may be considered in the context of calculating potential refund rights in case of sale of data via a Letter of Access or License to Use. All aspects relating to the calculation and use of refund rights will be decided by the Members’ Meeting.