Questions & Answers

CCST Consortium

Applications for REACH Authorization of Miscellaneous Chromates in the Aeronautics Industries and of Sodium dichromate for the electrolytic passivation of tin plated steel for the packaging industry ('ETP')

September 23, 2019

Question 1: What is the status of these applications for authorizations?

Response: The REACH Committee of the European Commission approved the CCST authorization Decisions for five of the six substances on September 17, 2019. The European Commission ('Commission') must now formally adopt them, notify them to the applicants, and publish them. This is expected to happen by the end of October. As regards one of the substances for which an application for authorization was filed with ECHA later, namely Pentazinc chromate octahydroxide, the Commission has not finished its work. The CCST Consortium hopes that the Commission will forward this file to a vote in the REACH Committee on November 19/20 2019, or possibly February 3/4, 2020.

Question 2: What are the review periods granted? How long can downstream users ('DU') use the substances?

Response: In all cases except for ETP, the review period is 7 years (for ETP 4 years as of date of adoption). For those substances for which the Sunset date passed on September 21, 2017, namely sodium dichromate and potassium dichromate, the review period is set in the text of the draft decision at **September 21, 2024**. For the other substances, the review period is set in the text of the draft decision at **January 22, 2026**. In all cases, the review reports must be filed with ECHA at a minimum 18 months before the end of the review period if the use should continue beyond the above dates. DUs may therefore continue to use the substances as a minimum until the end of the respective review periods, provided they are within the scope and comply with the respective conditions.

Question 3: Will the EU authorizations also be valid in the United Kingdom in case of a so-called 'No deal Brexit'?

Response: A UK DU of a REACH authorization held by an EU-based company can continue to use the relevant substance in accordance with the conditions of the authorization provided that he within **60 days** of the UK's withdrawal from the EU:

- Submits to the UK Health and Executive ('SE') the information that he is an existing authorized DU under REACH with reference to the particular substance; and
- Notifies the HSE of: (i) the existing REACH authorization; (ii) the conditions (if any) laid down in the existing authorization; and (iii) the identity of the EU-based supplier.[1]

Note: In case the Commission will not have issued the authorizations by the Brexit date, a different regime will apply. The initial legislative proposal in the UK did not provide for any transitional period for UK DUs relying on an ongoing application for authorization ('AfA') by an EU-based company. However, the latest UK Statutory Instrument on REACH 'EU-Exit' legislation (to be signed into law after October 4, 2019) would postpone for pending EU AfAs the EU so-called Latest application dates and Sunset dates by 18 months from the UK exit day to allow UK importers and DUs to file new UK authorization applications and in the meantime continue their use in the UK pending UK authorization. See here.[2] In other words, uses in the UK may continue provided new UK AfAs will be filed within 18 months of the UK's exit from the EU.

Question 4: Will the upstream suppliers seek to extend their authorizations and thus introduce review reports at the latest 18 months before the end of the respective review periods?

Response: Yes, unless there are suitable alternatives, they will do so. The organization of this work, however, may differ between suppliers. DUs should consult their suppliers in time for the review report.

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1 See UK HSE advice here (last retrieved September 18, 2019) https://www.hse.gov.uk/brexit/scenario4.htm

2 http://www.legislation.gov.uk/uksi/2019/1144/made

Question 5: What impact do the authorization decisions have for DUs?

Response: DUs in the supply chain of the applicants can continue their uses until the end of the respective review periods (see above) if they can demonstrate to the competent authorities of the EU Member States that they belong to the same supply chain as the authorization holders, their uses fit within the use descriptions of the decisions, they are compliant with the operational conditions and risk management measures set out in the AfAs (see the chemical safety report) and the authorization decisions, and the conditions of the decisions are complied with (see also Annex 1 hereto).

Question 6: **What immediate steps do DUs have to take now?**

Response: Once the authorization Decisions will have been issued, as a next immediate step, DUs must notify their uses of the substances to the European Chemicals Agency (ECHA) under Article 66 REACH within three months of the first supply of a substance (with an authorization number). This should be, as a rule of thumb, three months after publication of the authorization Decisions (see ECHA and Commission websites and EU Official Journal whatever is earlier). **Thus, the Art. 66 notification will likely be due in January 2020 latest for the authorization Decisions issued in October (exact date to be determined).** DUs who do not comply with this obligation, might be imposed a fine by their national enforcement authority and/or the national authority may ask them to stop the use of chromates until they have filed the Article 66 notification with ECHA. Please see chart below on actions and timelines.

Date[3]	Action
October 31, 2019	Authorization Decisions[4] notified to applicants (date estimated). Authorization Decisions made publicly available (date estimated)
January 31, 2020	DUs are asked to scrutinize and implement the new specific exposure scenarios for representative processes, operations and individual tasks drawn up and supplied by suppliers together with the template for exposure and environmental monitoring (as annexes to safety data sheets).
January 31, 2020	DUs to notify uses and explanation of the key functionalities and a justification for the necessity of the key functionalities to ECHA under Article 66 REACH
April 30, 2020	DUs to conduct first workers exposure measurement campaigns according to the monitoring template made available by the suppliers
April 30, 2020	DUs to implement monitoring programs for Chromium (VI) emissions to wastewater and air from LEV
October 31, 2020	DUs to notify data from exposure measurements and air and waste water monitoring to ECHA

For further guidance on how to submit your Article 66 notification, please refer to the 'Note for Downstream Users on Article 66 REACH notifications' attached as Annex 1 to this Q&A document.

Question 7: **How will a DU know whether the substances he uses originate (were supplied directly or indirectly by) from one or more of the CCST authorization holders?**

Response: The labels and safety data sheets of the substances/preparations will contain authorization numbers. The authorization numbers are 'use'-specific, so DUs need to select for their Article 66 ECHA notification the specific authorization number(s) that correspond to their use. Authorization numbers have the format 'REACH/x/x/x'. In case

[3] All dates are estimated. Final dates depend on date of notification/publication of authorization decisions, as the case may be.

[4] Except Pentazinc chromate octahydroxide.

distributors or formulators supply the substances in mixtures or they have several suppliers for the same substance, the safety data sheets and labels may possibly contain several authorization numbers. It is important that DUs do not accept any deliveries without authorization numbers (unless they receive their chromate substances from a supplier whose application is still pending), as they will critically need those numbers for their Article 66 ECHA notification.

Question 8: Which authorization number should the DU notify to ECHA in case he uses up a substance supplied before the date of authorization?

Response: As a matter of practicality, he should use the authorization number mentioned in the next delivery of his usual supplier.

Question 9: Can a DU continue to use a substance that he holds in stock previously received from a supplier who does not hold an authorization (or has no application pending before the latest application date of the respective substance)?

Response: No.

Question 10: Can a DU continue to use a substance that he holds in stock previously received from a supplier who does not include an authorization number in its label?

Response: No, unless the AfA of this supplier is not decided as yet.

Question 11: **What does a DU do in case of an inspection?**

Response: In case of an inspection, the inspector will ask the DU for his Article 66 REACH notification. The DU should also be able to demonstrate and have documented by a self-assessment that his activity falls within the scope of the authorization Decisions, that he complies with them including that he applies as a minimum the operational conditions and risk management measures described in the AfAs and Decisions. Moreover, he should demonstrate that he is compliant with national legislation on health & safety at the workplace, including occupational exposure limits, the obligation to make a safety assessment for each workplace and to observe the hierarchy of prevention measures for carcinogens at the workplace.

ANNEX 1

Note for Downstream Users on Article 66 REACH notifications

September 23, 2019

CCST Consortium

If you are a downstream user ('DU') of miscellaneous chromates delivered directly or indirectly (e.g. through a formulator or distributor) from any of the CCST authorization holders, you are obliged to notify your uses to the European Chemicals Agency ('ECHA') under Article 66 REACH within three months of the publication of the authorization Decisions, thus at the latest on or around January 31, 2020. If you do not comply with this obligation, you might be imposed a fine by your national enforcement authority, and/or the national authority may ask you to stop the use of the substance until you have filed the Article 66 notification with ECHA.

You must submit your Article 66 notification electronically in an on-line form made available by ECHA on its REACH-IT system. This means that as a **first step** – unless you have previously done this already for other reasons - you must 'open a REACH-IT account'. Please note down your User name and Password when opening the account. Once this first step is completed, you can submit as a **second step** your Article 66 notification though REACH-IT. In order to do so, you will need to prepare and have the following minimum information at hand:

- ✓ The name of your company, the address of the sites where the substance is used, and the relevant contact details.
- ✓ The substance and the name of the authorized use, which are identified by the authorization number. You will find the authorization number on the label and/or Safety Data Sheets (SDS) furnished by your substance supplier. The Article 66 notification template provides a drop-down list of all authorization numbers from which you must choose one.
- ✓ A brief explanation of key functionalities required for the DU's use (see the key functionalities per substance in the texts of the authorization Decisions) and the related justification (why the key functionalities are necessary).
- ✓ If you obtain your substance or formulation from more than one supplier, you have to file as many notifications as the number of your suppliers. In order to avoid double counting of tonnage and workers exposed, you have to, in the case of more than one supplier, split the number of workers exposed and the tonnage received so that the figure is accurate.
- ✓ The usual annual volume and the number of workers using the substance (this is voluntary information).
- ✓ A brief additional description of your use (e.g. the type of products you manufacture or the market segments where they are supplied) and any involvement in substitution activities (again, this is voluntary information).

After you are finished with filing your notification, you should write down the 'submission number' and print the report of your notification. You will need the submission number for any future notification updates.

Very importantly, since the authorizations have been granted with conditions, DUs have to comply with these conditions. This means that all DUs who rely on the above authorizations **have to conduct annual workers exposure and environmental (air emissions and wastewater) monitoring, and the results of this monitoring must be submitted to ECHA in the Article 66 notification.** However, the first notification of workers exposure and environmental information is not due until 12 months after the publication of the authorization Decisions, so on and around **October 31, 2020**. Please note that the authorization holders are obliged to issue a reporting format for exposure monitoring (both workers and environment i.e. emissions to air and wastewater) **by January 31, 2020 (estimated date)**. DUs should use this monitoring template for compliance with the authorization Decisions' monitoring requirements. CCST recommend not to submit monitoring data under the Article 66 notification in the initial (January 31, 2020) Article 66 notification but only later, when the new monitoring format will be available and the DUs have conducted

their first measurement campaigns (which must be conducted April 30, 2020)[5]. This can be easily done by an **'update' of the earlier Article 66 notification**.

Be aware that the monitoring data will have to be uploaded in an Annex of the Article 66 notification.

Confidentiality Issues

Please note that ECHA publishes certain information from the Article 66 notifications, i.e. the substance name, the Member State where the use takes place, whether the notification's status is active or inactive and the tonnage band in an aggregated form, if quantity data was provided. On the other hand, certain information notified under Article 66 is provided **automatically** to the authorization holders, namely the monitoring data referred to above. You can therefore not prevent the monitoring data being submitted to the authorization holders. All you can do is to delete your company identification from the monitoring data, so that your company identity is not revealed to the authorization holders.

DUs have the right to claim confidentiality on their company name, location of the site of use, name of the notified use, brief additional description of use, and information on substitution activities (e.g. the information on key functionalities and justification). If you do not claim confidentiality, ECHA will publish these details too. If you claim confidentiality, you will have to provide justifications for the confidentiality claim to ECHA.

As already noted above, Article 66 notifications can be updated at any time. Therefore, changes can be made including on the data reported and the annexes supplied.

Further practical guidance on how to submit your Article 66 REACH notification to ECHA is provided in the following links:

- ECHA Video tutorial on how to submit a downstream user notification HIGHLY RECOMMENDED!!
- Downstream user notifications of authorized uses: Information made public by ECHA

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[5] Estimated date – 6 months after publication of authorization decisions.

Questions & Answers

See also translations into German, French and Spanish below

CCST Consortium

Applications for REACH Authorization of Miscellaneous Chromates in the Aeronautics Industries and of Sodium dichromate for the electrolytic passivation of tin plated steel for the packaging industry ('ETP')

September 4, 2017

Question 1: **What is the status of these applications for authorizations?**
Response: The CCST Consortium applied for authorization of specific uses of 6 substances. For 5 substances, the applications were filed with ECHA in November 2015 and for 1 substance in May 2017.[1]

For the 5 substances for which applications were filed in November 2015, the ECHA Committees for Risk Assessment (RAC) and Socio-economic Analysis (SEAC) recommended in December 2016 that the European Commission ('Commission') grant the authorizations for continuation of the uses on the basis that the socio economic benefits of continued use outweigh the health and environmental risks thereof. The recommended review period for all uses and all 5 substances is 7 years, except for ETP where 4 years were requested and recommended.

The Commission has informed the applicants that it is likely to forward to the REACH Committee (Member State representatives) the draft authorization decisions for the continued uses of the first 5 substances for discussion before the end of 2017. The discussion and adoption may take several months. Therefore, the CCST Consortium does not expect that the authorizations for the uses of these substances will be issued in time for the Sunset Date (September 21, 2017) for 2 of the substances (sodium dichromate and potassium dichromate). Indeed, there is no legal deadline by when authorization decisions must be issued. Other applications for REACH authorization face similar issues. In some cases, the Sunset Dates expired years ago.

As regards strontium chromate, potassium hydroxyoctaoxodizincatedichromate and Dichromium tris(chromate) which were also among the first 5 substances and for which therefore the decision is also pending with the Commission, the Sunset Date is January 22, 2019 and it can therefore reasonably be expected that the authorization decisions will be adopted before the Sunset Date for these substances.

As regards pentazinc chromate octahydroxide which also has a January 22, 2019 Sunset Date and for which CCST filed an application for authorization later, namely in May 2017, the evaluation of the file by RAC and SEAC has just started and an authorization decision by the Commission can therefore not be expected before end 2018 earliest, thus very close to the Sunset Date for this substance.

Question 2: **Do downstream users of potassium dichromate and sodium dichromate for which the Sunset Date is September 21, 2017 have to stop using the substances at the Sunset Date?**
Response: NO. Article 58(1)(c)(ii) REACH provides that downstream users supplied directly or indirectly by one or more of the applicants may continue their uses of these substances from those suppliers beyond the Sunset Date until the Commission will have decided on the authorizations.[2] Please note though that such continued use is only permitted in as far as the uses are within the remit of the authorization applied for.

Question 3: **How does a downstream user know or find out whether the potassium dichromate or sodium dichromate he uses originates (was supplied directly or indirectly by) from one or more of the CCST applicants?**

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[1] For more information on the applications, see previous press releases of February 10, 2017 and December 10, 2016 at www.jonesdayreach.com and Annex 1 to this Q&A. *For detailed technical questions please contact your suppliers.*
[2] See Link.

Response: There are several possibilities. In case the substance (or mixture containing the substances) is supplied directly by the applicants, this is clear. The name of the applicants will be on the label, the safety data sheet and the invoices. In case the substances (or substances in a mixture) are supplied by distributors or formulators, the safety data sheets, labels and invoices may not contain this information. In this case, the downstream users should ask their individual suppliers to confirm in writing[3] that the substances originate from one of the applicants. The suppliers in turn may have to ask the same questions to their suppliers further upstream to trace the supply chain fully.

Question 4: **Article 66 REACH requires downstream users to notify[4] ECHA within three months of the first supply of a substance subject to authorization with the identity of the company, the authorization number and their contact information. Additional information can be submitted voluntarily or may be mandatory in the future. Is this obligation applicable to downstream users that receive one or several of the 6 substances directly or indirectly from the applicants?**
Response: NO. This obligation is not applicable as long as the authorization applications are still pending and have not been granted.[5] As long as there are no authorization decisions, there are no authorization numbers and therefore the notification template in its present form cannot be filled in and submitted to ECHA.

Question 5: **What does a downstream user do in case a customer wishes to have evidence that the downstream user is entitled to use the substances at its facility?**
Response: In case the Sunset Date has not yet passed, the downstream users may in any case continue to use the substance(s) and can alert their customers to the fact that the Sunset Date has not yet passed.

In case an authorization has been granted, the downstream user may provide his customer with a copy of his Article 66 downstream user notification that he submitted to ECHA.

For those substances for which the Sunset Date has passed but the authorization applications are still pending after the Sunset Date, the downstream user can only draw up a statement on his letterhead that *he is entitled to continue using substances A / B / C pursuant to the transitional regime set out in Article 58(1)(c)(ii) REACH as all A / B / C used at its facility is supplied directly or indirectly by one or more of the CCST applicants and the use is within the scope and the limitations of the authorization applied for.* A copy of this Q&A may be attached to the downstream user statement.

Question 6: **What does a downstream user do in case of an inspection?**
Response: In case of an inspection, the inspector will ask the downstream user for his Article 66 REACH notification. In this case, the downstream user will have to explain that the Article 66 REACH notification obligation is not yet applicable to him either because the Sunset Date has not yet passed or in the case it has passed that he receives his substances directly or indirectly from one or more companies which have their applications still pending, see above. In the latter case, the downstream user should be able to demonstrate that he is aware of the details of the applications for authorization applied for. He should be able to demonstrate and have documented by a self-assessment that his activity falls within the scope of the applications for authorization applied for and that he applies as a minimum the operational conditions and risk management measures described in the CCST applications for authorization. Moreover, he should in all cases of use of any of the 6 substances be able to demonstrate that he is compliant with national legislation on health & safety at the workplace, including occupational exposure limits, the obligation to make a safety assessment for each workplace and to observe the hierarchy of prevention measures for carcinogens at the workplace.

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[3] The certification could be as follows: „*We, company X, hereby confirm that all substance A / B / C as a substance or in a mixture that we currently deliver and will in the future deliver to our customer Z, originates, directly or indirectly, from one or more of the applicants for REACH authorization organized as CCST Consortium as per www.jonesdayreach.com. We hereby undertake to inform Z immediately and before the next delivery should this certification no longer be correct.*" Optional: „*We shall be held liable for any direct and/or indirect damages Z may suffer from any potential inaccuracy of our certification.*"
[4] https://echa.europa.eu/support/dossier-submission-tools/reach-it/downstream-user-authorised-use
[5] See Link.

Question 7: H**ow does a downstream user know whether his activity falls within the scope of the CCST applications for authorization? What does he need to do if this is not the case?**
Response: The only way to make this determination is by reviewing in depth the application documents available on the ECHA website, in particular the so-called Broad Descriptions of Uses, the Analyses of Alternatives describing the uses and the Chemical Safety Reports. In case of doubt, he may seek external help from specialized consultants. If an activity is not described in an Exposure Scenario in the Chemical Safety Reports or if the actual operational conditions and risk management measures at the facility are not in line with the description in the Chemical Safety Reports, the downstream user cannot rely on the pending CCST applications for authorization. He is not covered. In such case, he should urgently submit his own application for authorization to ECHA and he must stop at the Sunset Date of the respective substance his use of the substance until he has obtained his own authorization. Alternatively, he can investigate whether his activity is covered by another authorization pending or granted – in which case he will have to change the supplier of the respective substance.

Question 8: **Will there be any changes in the future that downstream users must be aware of in relation to the exposure scenarios, operational conditions and risk management measures set out in the CCST applications for authorizations?**
Response: YES. The RAC has recommended in its Opinions that the Commission set conditions in the authorization decisions (e.g. exposure measurements). As in the case of other authorization decisions, it is expected that such conditions will be set. These conditions must be observed by the downstream users. It is also possible that the applicants will in the future have to revise their exposure scenarios. Should this be the case, the information and new exposure scenarios will be available through updates in safety data sheets supplied with the substance(s).

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Deutsche Übersetzung

Fragen & Antworten

CCST Consortium

Anträge auf REACH Zulassung diverser Chromate für diverse Nutzungen in der Luft- und Raumfahrtindustrie und von Natrium Dichromat für die elektrolytische Passivierung von zinkbeschichtetem Stahl für die Verpackungsindustrie ('ETP')

4. September 2017

Frage 1: **Was ist der derzeitige Stand der Zulassungsanträge?**
Antwort: Das CCST Konsortium hat Zulassungsanträge für spezifische Nutzungen von 6 Stoffen gestellt. Für 5 Stoffe wurden die Anträge im November 2015 und für einen Stoff im Mai 2017 eingereicht.[6]

Für die 5 Stoffe, für die die Anträge im November 2015 eingereicht wurden, haben die ECHA Ausschüsse für Risikobeurteilung (RAC) und Sozioökonomische Analyse (SEAC) im Dezember 2016 der Europäischen Kommission ('Kommission') empfohlen, die Zulassung für die Fortsetzung der von den Mitgliedern von CCST beantragten Verwendungen zu erteilen, weil der sozioökonomische Nutzen der Weiterverwendung den Gesundheits- und Umweltrisiken überwiegt. Der vorgeschlagene Überprüfungszeitraum für alle Verwendungen und alle 5 Stoffe ist 7 Jahre, außer für ETP wofür 4 Jahre beantragt und entsprechend empfohlen wurden.

Die Kommission hat den Antragstellern mitgeteilt, dass sie wahrscheinlich vor Jahresende 2017 die Entwürfe für die Zulassungsentscheidungen für die Fortsetzung der Verwendung der ersten 5 Stoffe an das sogenannte REACH Committee (Vertreter der Mitgliedstaaten) zur Diskussion übermitteln wird. Es ist jedoch damit zu rechnen, dass die Diskussion und die Abstimmung mehrere Monate dauern werden. Das CCST Consortium rechnet deshalb nicht damit, dass die Zulassungen für die Verwendung dieser Stoffe rechtzeitig vor dem sogenannten Sunset Date am 21. September 2017 für 2 der Stoffe (Natrium Dichromat und Kalium Dichromat) erteilt werden. In der Tat gibt es keine gesetzliche Frist, zu der die Zulassungsentscheidungen zu treffen sind. Andere Zulassungsanträge sind in der gleichen Situation. In manchen Fällen ist das Sunset Date schon seit mehreren Jahren abgelaufen.

Was Strontiumchromat, Kaliumhydroxyoctaoxodiczinkatdichromat und Dichromtris(chromat) angeht, die ebenfalls unter den ersten 5 Stoffen sind, und für die die Entscheidungen deshalb auch bei der Kommission anhängig sind, ist das Sunset Date am 22. Januar 2019. Es kann deshalb vernünftigerweise erwartet werden, dass die Zulassungsentscheidungen vor dem Sunset Date für diese Stoffe angenommen werden.

In Bezug auf Pentazinkchromatoctahydroxid, was ebenfalls das Sunset Date 22. Januar 2019 hat, und für das CCST den Antrag auf Zulassung später, nämlich im Mai 2017, gestellt hat, hat die Bewertung des Antrags durch RAC und SEAC gerade begonnen. Eine Zulassungsentscheidung der Kommission kann deshalb nicht vor Ende 2018 frühestens erwartet werden, also sehr nahe am Sunset Date dieses Stoffes.

Frage 2: **Müssen nachgeschaltete Anwender von Kalium Dichromat und Natrium Dichromat für die das Sunset Date der 21. September 2017 ist, die Verwendung dieser Stoffe am Sunset Date einstellen?**
Antwort: NEIN. Artikel 58(1)(c)(ii) REACH legt fest, dass nachgeschaltete Anwender, die direkt oder indirekt von einem oder mehreren der Antragsteller beliefert werden, ihre Verwendungen dieser Stoffe über das Sunset Date hinaus bis zur Entscheidung der Kommission fortsetzen können.[7] Bitte beachten Sie

[6] Für zusätzliche Informationen zu den Anträgen, siehe frühere Pressemitteilungen vom 10. Februar 2017 und 10. Dezember 2016 hier www.jonesdayreach.com und Anhang 1 zu diesen Fragen und Antworten. *Zur Beantwortung detaillierter technischer Fragen wenden Sie sich bitte an Ihre Lieferanten.*
[7] Link.

jedoch, dass solche Verwendungen nur dann und insoweit erlaubt sind, als sie sich im Anwendungsbereich der gestellten Zulassungsanträge befinden.

Frage 3: **Wie kann ein nachgeschalteter Anwender feststellen, ob das von ihm verwendete Kalium Dichromat und Natrium Dichromat direkt oder indirekt von einem oder mehreren der CCST Antragsteller stammt?**
Antwort: Es gibt mehrere Möglichkeiten, dies festzustellen. Für den Fall, dass der Stoff (oder die Mischung die den Stoff enthält) direkt von den Antragstellern geliefert wird, ist die Sache klar. Die Firma des Antragstellers wird auf dem Etikett, den Sicherheitsdatenblättern und den Rechnungen vermerkt sein. Für den Fall, dass die Stoffe (oder die Mischung die die Stoffe enthalten) von Händlern oder Formulierern geliefert werden, enthalten die Sicherheitsblätter, Etiketten und Rechnungen diese Informationen unter Umständen nicht. In diesem Fall sollte der nachgeschaltete Anwender seine einzelnen Lieferanten darum bitten, schriftlich zu bestätigen[8], dass der gelieferte Stoff von einem der Antragsteller stammt. Die Lieferanten wiederum müssten gegebenenfalls die gleichen Fragen an ihre Lieferanten weiter oben in der Lieferkette stellen, so dass die Lieferkette vollständig verfolgt werden kann.

Frage 4: **Artikel 66 REACH verlangt von den nachgeschalteten Anwendern, dass sie der ECHA innerhalb von drei Monaten nach der ersten Lieferung eines von der Zulassung umfassten Stoffes elektronisch die Firma, die Zulassungsnummer und ihre Kontaktdaten mitteilen.[9] Zusätzliche Informationen können freiwillig mitgeteilt werden oder könnten in der Zukunft Pflicht werden. Gilt diese Mitteilungspflicht auch für nachgeschaltete Anwender, die direkt oder indirekt eine oder mehrere Stoffe von den 7 Antragstellern geliefert bekommen?**
Antwort: NEIN. Diese Verpflichtung gilt so lange nicht, wie die Zulassungsanträge noch anhängig und noch nicht entschieden sind.[10] Solange keine Zulassungsentscheidungen ergangen sind, gibt es keine Zulassungsnummern und die elektronische Mitteilung kann daher in ihrer derzeitigen Form weder ausgefüllt noch an ECHA übermittelt werden.

Frage 5: **Was sollte ein nachgeschalteter Anwender tun für den Fall, dass sein Kunde Beweise dafür haben möchte, dass der nachgeschaltete Anwender berechtigt ist, in seinem Betrieb die Stoffe zu verwenden?**
Antwort: Im Fall, dass das Sunset Date noch nicht verstrichen ist, können die nachgeschalteten Anwender in jedem Fall die Anwendung der Stoffe weiterführen und können ihre Kunden darauf aufmerksam machen, dass das Sunset Date noch nicht verstrichen ist.

Im Fall, dass die Zulassung ergangen ist, kann der nachgeschaltete Anwender seinem Kunden eine Kopie der an ECHA übermittelten Mitteilung nach Artikel 66 schicken.

Für die Stoffe für die das Sunset Date verstrichen ist aber die Zulassungsanträge nach dem Sunset Date immer noch anhängig sind, kann der nachgeschaltete Anwender nur auf seinem Briefkopf eine Erklärung abgeben, etwa, dass *er berechtigt ist, die Verwendung der Stoffe A / B / C gemäß der Übergangsvorschrift des Artikels 58(1)(c)(ii) REACH fortzusetzen, weil seine gesamten im Betrieb genutzten Stoffe A / B / C direkt oder indirekt von einem oder mehreren der CCST Antragsteller stammen, und die Verwendung sich im Anwendungsbereich und den Anwendungsbedingungen der Zulassungsanträge befindet.* Eine Kopie dieser Fragen & Antworten könnte dieser Erklärung angehängt werden.

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[8] Diese Bestätigung könnte folgendermaßen lauten: *„Wir, Firma X, bestätigen hiermit, dass die gesamte Menge des Stoffes A / B / C als Stoff oder in einer Mischung, die wir zur Zeit und in der Zukunft an unsere Kundin Z liefern, direkt oder indirekt von einem oder mehreren REACH Zulassung Antragstellern stammen, die als CCST Consortium organisiert sind, siehe www.jonesdayreach.com. Wir verpflichten uns hiermit, Z sofort und vor der nächsten Lieferung zu informieren, sollte diese Bestätigung nicht mehr korrekt sein.“* Optional: *„Wir unterwerfen uns der Haftung für jedwede direkten oder indirekten Schäden, die Z aufgrund einer potentiellen Fehlerhaftigkeit unser Bestätigung erleiden kann.“*
[9] https://echa.europa.eu/support/dossier-submission-tools/reach-it/downstream-user-authorised-use
[10] Link.

Frage 6: **Was macht der nachgeschaltete Anwender im Falle einer Inspektion der Behörden?**
Antwort: Im Falle einer Inspektion wird der Vollzugsbeamte den nachgeschalteten Anwender nach seiner Mitteilung gemäß Artikel 66 REACH fragen. Der nachgeschaltete Anwender sollte dann erklären, dass die Verpflichtung der Mitteilung nach Artikel 66 noch nicht für ihn gilt, weil entweder das Sunset Date noch nicht verstrichen ist oder im Fall dass es verstrichen ist, er die Stoffe direkt oder indirekt von Unternehmen bezieht, deren Zulassungsanträge noch anhängig sind (siehe oben). Im letzteren Fall sollte der nachgeschaltete Anwender in der Lage sein, nachzuweisen, dass er mit den Einzelheiten der Zulassungsanträge vertraut ist. Er sollte in der Lage sein, zu erklären und schriftlich nachzuweisen, dass er eine Eigenbewertung durchgeführt hat, dass seine Nutzung in den Anwendungsbereich der gestellten Zulassungsanträge fällt, und dass er mindestens die in den CCST Anträgen beschriebenen Risikominimierungsmaßnahmen und operationellen Bedingungen einhält. Darüber hinaus sollte er in der Lage sein, zu beweisen, dass er im Fall der Nutzung einer oder mehrerer der 6 Stoffe die nationale Gesetzgebung zum Arbeitsschutz, einschließlich der Arbeitsplatzgrenzwerte, der Verpflichtung eine Sicherheitsbewertung für jeden Arbeitsplatz durchzuführen, und der Beachtung der Hierarchie der Schutzmaßnahmen für krebserzeugende Stoffe am Arbeitsplatz einhält.

Frage 7: **Wie kann der nachgeschaltete Anwender herausfinden, ob seine Anwendung in den Anwendungsbereich der CCST Zulassungsanträge fällt? Was muss er tun, wenn das nicht der Fall ist?**
Antwort: Die einzige Möglichkeit, diese Bewertung durchzuführen, liegt in einer umfassenden Prüfung der Zulassungsanträge, die auf der ECHA Webseite sind,[11] insbesondere die sogenannte 'Broad Descriptions of Uses', die Analyse der Alternativen, die die Verwendungen beschreiben, und die Stoffsicherheitsberichte. Wenn Zweifel bestehen, kann er nachgeschaltete Anwender externe Dienstleistungen bei spezialisierten Beratern anfragen. Wenn eine Tätigkeit nicht in einem Expositionsszenarium in den Stoffsicherheitsberichten beschrieben ist, oder die tatsächlichen operationellen Bedingungen und Risikominimierungsmaßnahmen im Betrieb nicht mit den Beschreibungen in den Stoffsicherheitsberichten übereinstimmen, dann kann der nachgeschaltete Anwender sich nicht auf die anhängigen CCST Zulassungsanträge berufen. Er ist dann nicht von den Anträgen abgedeckt. In einem solchen Fall sollte er umgehend seinen eigenen Antrag auf Zulassung bei der ECHA stellen, und er muss am Sunset Date seine Verwendung des jeweiligen Stoffes einstellen bis er seine eigene Zulassung erhalten hat. Alternativ dazu könnte er nachforschen, ob seine Verwendung von einem anderen erteilten oder anhängigen Zulassungsantrag umfasst ist, er muss dann aber den Lieferanten für den jeweiligen Stoff wechseln.

Frage 8: **Wird es in der Zukunft Änderungen der in den CCST Anträgen beschriebenen Expositionsszenarien, operationellen Bedingungen und Risikominimierungsmaßnahmen geben, die der nachgeschaltetete Anwender kennen muss?**
Antwort: JA. RAC hat empfohlen, dass die Kommission Bedingungen in ihre Zulassungsentscheidungen aufnimmt (zum Beispiel Messungen der Exposition am Arbeitsplatz). So wie in anderen Zulassungsentscheidungen auch, muss davon ausgegangen werden, dass solche Bedingungen in der Tat vorgeschrieben werden. Diese Bedingungen sind von den nachgeschalteten Anwendern einzuhalten. Es ist auch möglich, dass die Antragsteller verpflichtet werden, für die Zukunft ihre Expositionsszenarien zu ändern. Wenn dies eintritt, werden die Informationen und die neuen Expositionsszenarien mittels Aktualisierung der mit den Stoffen gelieferten Sicherheitsdatenblätter zur Verfügung gestellt werden.

* * *

[11] https://echa.europa.eu/de/addressing-chemicals-of-concern/authorisation/applications-for-authorisation-previous-consultations

Traduction Française

Questions & Réponses

Consortium CCST

Les demandes d'autorisation REACH de divers chromates dans l'industrie aéronautique et du dichromate de sodium dans la passivation électrolytique de plaques d'acier étamé pour l'industrie de l'emballage (« ETP »)

4 septembre 2017

Question 1 : Quel est le statut de ces demandes d'autorisation ?
Réponse : Le Consortium CCST a sollicité l'autorisation pour l'utilisation spécifique de 6 substances. Les autorisations ont été adressées à l'ECHA en novembre 2015 pour cinq d'entre elles et en mai 2017 pour la dernière substance[12].

S'agissant des 5 substances pour lesquelles les demandes d'autorisation ont été déposées en novembre 2015, les Comités de l'ECHA pour l'Évaluation des Risques (RAC) et pour l'Analyse Socio-Économique (SEAC) ont recommandé en décembre 2016 que la Commission européenne (« Commission ») accorde les autorisations de poursuite des utilisations au motif que les bénéfices socio-économiques de l'utilisation continue l'emportent sur les risques pour la santé et l'environnement. La période de révision recommandée pour toutes les utilisations des 5 substances est de 7 ans, à l'exception d'ETP pour laquelle une période de 4 ans a été sollicitée et recommandée.

La Commission a indiqué aux demandeurs que le projet de décisions d'autorisation pour les utilisations continues des 5 premières substances serait probablement envoyé pour discussion au REACH Committee (composé de représentants des États membres) avant la fin de l'année 2017. Les discussions et l'adoption de la décision peuvent cependant prendre plusieurs mois. Dès lors, le Consortium CCST n'envisage plus de recevoir les décisions d'autorisation d'utilisation de ces substances à temps pour la date d'expiration (Sunset date, 21 septembre 2017) de deux d'entre elles (dichromate de sodium et dichromate de potassium). En effet, il n'existe aucun délai légal d'adoption des décisions d'autorisation. D'ailleurs, certains demandeurs d'autorisation pour d'autres substances connaissent une situation similaire. Dans certains cas, les dates d'expiration sont dépassées de plusieurs années.

En ce qui concerne le chromate de strontium, l'hydroxyoctaoxodizincatédichromate de potassium et le tri(chromate) de dichrome qui figurent également parmi les 5 premières substances pour lesquelles la décision de la Commission est actuellement pendante, la date d'expiration est le 22 janvier 2019. On peut donc raisonnablement s'attendre à ce que les décisions d'autorisation soient adoptées avant la date d'expiration pour ces substances.

Quant au chromate octahydroxyde de pentazinc, dont la date d'expiration est aussi le 22 janvier 2019, et pour lequel le CCST a demandé une autorisation ultérieurement, en mai 2017, l'examen du dossier par RAC et SEAC vient de débuter et la décision d'autorisation de la Commission devrai être adoptée à la fin de l'année 2018 au plus tôt, à une date assez rapprochée de la date d'expiration pour cette substance.

Question 2: Est-ce que les utilisateurs en aval de dichromate de potassium et de dichromate de sodium doivent cesser l'utilisation de la substance une fois la date d'expiration atteinte ?
Réponse : NON. L'article 58(1)(c)(ii) du règlement REACH dispose que les utilisateurs aval, approvisionnés directement ou indirectement par l'un ou plusieurs des demandeurs, peuvent poursuivre leurs utilisations au-delà de la date d'expiration jusqu'à ce que la Commission ait statué sur les

[12] Pour d'avantage d'informations sur les demandes, voir les communiqués de presse du 10 février 2017 et du 10 décembre 2016 à l'adresse www.jonesdayreach.com.

autorisations[13]. Veuillez toutefois noter que cette utilisation continue n'est permise que dans la mesure où les utilisations relèvent du cadre de l'autorisation demandée.

Question 3: Comment un utilisateur aval peut-il savoir si le dichromate de potassium ou le dichromate de sodium qu'il utilise provient (directement ou indirectement) d'un ou de plusieurs des demandeurs du CCST?
Réponse : Il existe différents cas de figure. Dans le cas où les substances (ou un mélange contenant les substances) provient directement d'un des demandeurs, c'est évident. Le nom des demandeurs sera inscrit sur l'étiquette, la fiche de données de sécurité et la facture. Lorsque la substance (ou un mélange contenant les substances) provient de distributeurs ou de formulateurs, la fiche de données de sécurité, l'étiquette ou la facture pourraient ne pas mentionner une telle information. Dans ce cas, il est conseillé aux utilisateurs aval de demander à leurs fournisseurs personnels de confirmer par écrit[14] que les substances proviennent de l'un des demandeurs. Les fournisseurs devront peut-être à leur tour poser cette même question à leurs fournisseurs en amont, ce qui permettra de retracer l'ensemble de la chaîne d'approvisionnement.

Question 4: L'article 66 du règlement REACH impose aux utilisateurs aval d'adresser une notification[15] à l'ECHA dans les trois mois suivant la première livraison de la substance sujette à une autorisation avec l'identité de la société, le numéro d'autorisation et leurs coordonnées. Des informations additionnelles peuvent être soumises volontairement ou peuvent devenir obligatoires dans le futur. Est-ce que cette obligation s'applique aux utilisateurs aval qui reçoivent directement ou indirectement une ou plusieurs des 6 substances de la part des demandeurs?
Réponse: NON. Cette obligation n'est pas applicable tant que les demandes d'autorisation sont pendantes et que ces dernières n'ont pas été accordées[16]. Tant qu'il n'y pas de décision d'autorisation, aucun numéro d'autorisation n'existe et le formulaire de notification ne peut donc pas être rempli et envoyé à l'ECHA.

Question 5: Que doit faire un utilisateur aval si l'un de ses clients souhaite avoir la preuve que l'utilisateur aval est en droit d'utiliser les substances dans ses établissements?
Réponse: Dans l'hypothèse où la date d'expiration n'a pas encore été atteinte, les utilisateurs aval peuvent quoi qu'il arrive continuer à utiliser la ou les substance(s) et avertir leurs clients que la date d'expiration n'est pas échue.

Dans les cas où une autorisation a été accordée, l'utilisateur aval pourra fournir au client une copie de la notification qu'il a envoyé à l'ECHA en vertu de l'article 66 du règlement REACH.

Dans les cas où la date d'expiration est passée et où les demandes d'autorisations sont toujours pendantes après cette date d'expiration, l'utilisateur aval pourra uniquement mentionner sur son papier à en-tête qu'*il est en droit de poursuivre son utilisation des substances A/B/C conformément au régime transitoire prévu à l'article 58(1)(c)(ii) du règlement REACH sachant que toutes les substances A/B/C utilisé au sein de ses établissements sont fournies directement ou indirectement par un ou plusieurs des demandeurs du CCST et que l'utilisation qui en est faite relève du champ de l'autorisation demandée.* Une copie de ce « Questions & Réponses » peut être jointe à cette déclaration de l'utilisateur aval.

Question 6: Que doit faire un utilisateur aval en cas d'inspection ?
Réponse: En cas d'inspection, l'inspecteur demandera à l'utilisateur aval de lui montrer la notification prévue à l'article 66 du règlement REACH. Dans ce cas, ce dernier devra alors expliquer que l'obligation de notification découlant de l'article 66 du règlement REACH ne lui est pas encore applicable du fait que

[13] Link.
[14] L'attestation pourrait être rédigée comme suit: « *Nous, société X, certifions par la présente que les substances A/B/C, comme substance ou contenus dans un mélange, que nous délivrons actuellement et que nous délivrerons à l'avenir à notre client Z, provient, directement ou indirectement, d'un ou de plusieurs des demandeurs d'autorisations REACH organisés sous la dénomination de Consortium CCST par www.jonesdayreach.com.Nous nous engageons également par la présente à informer notre client Z immédiatement, et ce, avant la prochaine livraison s'il advenait que cette attestation ne soit plus correcte* ». Optionnel : « *Nous serons tenus pour responsables de tout dommage direct et/ou indirect que notre client Z pourrait subir de l'éventuelle inexactitude de notre attestation* ».
[15] https://echa.europa.eu/support/dossier-submission-tools/reach-it/downstream-user-authorised-use
[16] Link.

sa demande d'autorisation est toujours pendante ou, dans l'hypothèse où la date d'expiration serait passée, qu'il reçoit ses substances directement ou indirectement de la part d'une ou de plusieurs sociétés dont les demandes d'autorisation sont toujours pendantes (voir ci-dessus). Dans cette dernière hypothèse, l'utilisateur aval doit être en mesure de démontrer qu'il a connaissance des détails des demandes d'autorisation. Il doit par ailleurs pouvoir expliquer et démontrer par écrit qu'il a procédé à une auto-évaluation pour s'assurer que son activité relève du cadre de la demande d'autorisation en cours et qu'il applique au minimum les conditions opérationnelles et les mesures de gestion de risque décrites dans la ou les demande(s) d'autorisation du CCST. De plus, il doit pouvoir démontrer, pour toutes les utilisations des 6 substances, qu'il se conforme à toutes les lois nationales en matière de santé et de sécurité au travail, en ce compris les valeurs limites d'exposition professionnelle, l'obligation de procéder à une évaluation de la sécurité pour chaque lieu de travail et l'obligation de respecter la hiérarchie des mesures préventives pour les substances cancérogènes sur le lieu de travail.

Question 7: Comment un utilisateur aval sait-il si son activité relève de la demande d'autorisation du CCST ? Que doit-il faire si tel n'est pas le cas ?
Réponse: Le seul moyen de le savoir est de procéder à un examen approfondi des documents d'application disponibles sur le site Web de l'ECHA, en particulier les «Broad Descriptions of Use », les analyses des solutions de remplacement décrivant les utilisations et les rapports sur la sécurité chimique. En cas de doute, l'utilisateur en aval peut faire appel à des consultants spécialisés. Si une activité n'est pas décrite dans les scénarios d'exposition des rapports de sécurité chimique ou si les conditions opérationnelles actuelles et les mesures de gestion de risque dans l'établissement ne concordent pas avec la description des rapports de sécurité chimique, l'utilisateur aval ne pourra pas s'appuyer sur les demandes d'autorisation pendantes du CCST. Il n'est donc pas couvert. Dans un tel cas, il devra soumettre d'urgence sa propre demande d'autorisation à l'ECHA et il devra arrêter d'utiliser la substance concernée à la date d'expiration pertinente et ce, jusqu'à ce qu'il obtienne sa propre autorisation. Une autre possibilité serait pour l'utilisateur aval d'examiner si son activité est couverte par une autre demande d'autorisation pendante ou obtenue – et, si tel est le cas, il devra changer de fournisseur pour la substance concernée.

Question 8: Y aura-t-il à l'avenir des changements dans les scénarios d'exposition, les conditions opérationnelles et les mesures de gestion de risque énoncés dans les demandes d'autorisation du CCST dont les utilisateurs en aval doivent avoir connaissance ?
Réponse : OUI. Le comité d'évaluation des risques (RAC) a recommandé que la Commission exige le respect de conditions dans les décisions d'autorisation (par exemple, mesurer le degré d'exposition). Comme pour d'autres décisions d'autorisation, on peut s'attendre à ce que ces conditions soient mises en œuvre et devront donc être respectées par les utilisateurs aval. Il est également possible que les demandeurs auront à réviser leurs scénarios d'exposition à l'avenir. Si tel est le cas, l'information et les nouveaux scénarios seront mis à disposition via les mises à jour des fiches de données de sécurité fournies avec la ou les substance(s).

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Traducción al Español

Cuestionario

CCST Consortium

Solicitudes de Autorización REACH para el Uso de Diversos Cromatos en la Industria Aeronáutica y de dicromato de Sodio para la pasivación electrolítica de acero con baño de estaño para la industria del envasado ("ETP")

4 de septiembre de 2017

Pregunta 1: ¿Cuál es la situación de estas solicitudes de autorización?
Respuesta: El CCST Consortium solicitó autorización para el uso específico de 6 sustancias. Para 5 de las sustancias las solicitud se presentó en noviembre de 2016 ante el ECHA y para 1 sustancia en mayo de 2017. [17]

Para las 5 sustancias cuya solicitud se presentó en noviembre de 2015, los Comités de ECHA para Evaluación de Riesgo (RAC) y Análisis Socio-económico (SEAC) recomendaron en diciembre de 2016 que la Comisión Europea ("Comisión") otorgara las autorizaciones para la continuación de los usos, partiendo de la base que los beneficios socio económicos del uso continuo superan los riesgos para la salud y el medio ambiente de los mismos. El periodo de revisión recomendado para todos los usos y para las 5 sustancias es de 7 años, salvo para la ETP donde se solicitó y recomendó un periodo de 4 años.

La Comisión ha informado a los solicitantes que probablemente remita al Comité REACH (representantes de los Estados Miembros) el borrador de las decisiones de autorización para el uso continuo de las 5 primeras sustancias para su debate antes de finales de 2017. El debate y adopción pueden llevar varios meses. Por lo tanto, el CCST Consortium no espera que las autorizaciones para los usos de estas sustancias sean emitidas a tiempo para la Sunset Date (21 de septiembre de 2017) para el uso de 2 de las sustancias (dicromato de sodio y dicromato de potasio). De hecho, no existe un plazo legal que establezca cuándo se deben expedir las decisiones de autorización. Otras solicitudes de autorización REACH se enfrentan a situaciones similares. En algunos casos la Sunset Date prescribió años atrás.

Para el cromato de estroncio, el hidroxioctaoxodicincatodicromato de potasio y el tris (cromato) de Dicromo que igualmente se encontraban entre las primeras 5 sustancias y que por consiguiente la decisión aún se encuentra pendiente ante la Comisión, la Sunset Date es el 22 de enero de 2019 y por tanto es razonable esperar que las decisiones de autorización para estas sustancias sean adoptadas antes de la Sunset Date.

Para el pentazinc cromato octahidróxido cuya Sunset Date también es el 22 de enero de 2019 y para el cual el CCST presentó la solicitud de autorización más tarde, es decir, en Mayo de 2017, la evaluación del expediente por RAC y el SEAC ha recién comenzado y por tanto no se puede esperar la decisión de autorización por la Comisión antes de finales de 2018 como muy pronto, por consiguiente muy cercana a la Sunset Date para esta sustancia.

Pregunta 2: ¿Deben los usuarios intermedios de dicromato de potasio y dicromato de sodio cuya Sunset Date es el 21 de septiembre de 2017, dejar de utilizar la sustancia en la Sunset Date?
Respuesta: NO. El artículo 58 (1)(c)(ii) de REACH establece que los usuarios intermedios suministrados directa o indirectamente por uno o más de los solicitantes pueden continuar con los usos de estas sustancias suministradas por aquellos proveedores más allá de la Sunset Date hasta que la Comisión haya

[17] Para más información sobre las solicitudes, refiérase al comunicado de prensa de 10 de febrero de 2017 y 10 de diciembre de 2016 en www.jonesdayreach.com y al Anexo 1 del presente Cuestionario. *Para resolver cuestiones técnicas, por favor contacte con su proveedor.*

decidido sobre las autorizaciones[18]. Sin embargo, hay que tener presente que este uso continuado sólo está permitido siempre que los usos se encuentren dentro del ámbito de la autorización solicitada.

Pregunta 3: ¿Cómo puede un usuario intermedio saber o averiguar si el dicromato de potasio y el dicromato de sodio que utiliza proviene de (fue suministrado directa o indirectamente por) uno o más de los solicitantes del CCST?
Respuesta: Existen varias posibilidades. En el supuesto que la sustancia (o mezcla que contenga las sustancias) sea suministrada directa o indirectamente por los solicitantes, esto es evidente. El nombre de los solicitantes estará en la etiqueta, en la hoja de datos de seguridad y en las facturas. En el supuesto que las sustancias (o las sustancias en una mezcla) sean suministradas por proveedores o formuladores, es posible que las hojas de datos de seguridad, etiquetas y facturas no contengan dicha información. En este caso, los usuarios intermedios deberán solicitar a sus proveedores individuales que confirmen por escrito[19] que las sustancias provienen de uno de los solicitantes. A su vez, los proveedores deberán formular las mismas preguntas a sus proveedores ascendentes para seguir el proceso completo de la cadena de suministro.

Pregunta 4: El artículo 66 de REACH exige que los usuarios intermedios notifiquen[20] a ECHA la identidad de la empresa, el número de autorización y su información de contacto, en el plazo de tres meses a partir de la primera entrega de una sustancia sujeta a autorización. Se puede proporcionar información adicional de forma voluntaria o puede ser obligatoria en el futuro. ¿Es esta obligación aplicable a los usuarios intermedios que reciban, directa o indirectamente, de los solicitantes una o varias de las 6 sustancias?
Respuesta: NO. Esta obligación no será de aplicación en tanto en cuanto las solicitudes de autorización estén pendientes y no hayan sido concedidas.[21] Mientras no existan decisiones de autorización, no habrá números de autorización y, por lo tanto, el modelo de notificación en su forma actual no podrá ser cumplimentado y enviado a ECHA.

Pregunta 5: ¿Qué debe hacer un usuario intermedio en caso de que un cliente desee comprobar que el usuario intermedio está autorizado para utilizar las sustancias en sus instalaciones?
Respuesta: Si la Sunset Date aún no ha acontecido, los usuarios intermedios pueden, en cualquier caso, continuar haciendo uso de la(s) sustancia(s) y pueden advertirles a sus clientes que la Sunset Date aun no ha acontecido.

En el caso que se haya concedido autorización, el usuario intermedio puede proporcionar a su cliente una copia de su notificación de usuario intermedio del Artículo 66 presentada a la ECHA.

Para aquellas sustancias en que la Sunset Date ya ha acontecido pero las solicitudes de autorización aún se encuentran pendientes tras la Sunset Date, el usuario intermedio solo podrá consignar una declaración en su papel membrete indicando *que se encuentra autorizado para continuar usando las sustancias A / B / C en virtud del régimen transitorio establecido en el Artículo 58(1)(c)(i) de REACH ya que todas las sustancias A / B / C utilizadas en sus instalaciones son suministradas directa o indirectamente por uno o más de los solicitantes del CCST Consortium y su uso está comprendido dentro del alcance y limitaciones de la autorización solicitada.* Una copia de este cuestionario podrá acompañar la declaración del usuario intermedio.

[18] Link.
[19] La certificación podría ser como sigue: "*Nosotros, Empresa X, por la presente confirmamos que toda substancia A / B / C ya sea como sustancia o en una mezcla, que actualmente entregamos y que en un futuro entreguemos a nuestro cliente Z, proviene, directa o indirectamente, de uno o más de los solicitantes de autorización REACH organizados como CCST Consortium según www.jonesdayreach.com. Por la presente nos comprometemos a informar a Z inmediatamente y antes de la próxima entrega en caso de que la certificación ya no sea correcta.*" Opcional: "*No haremos responsables de cualesquiera daños y perjuicios directos o indirectos que Z pueda sufrir debido a cualquier posible inexactitud de nuestra certificación.*"
[20] https://echa.europa.eu/support/dossier-submission-tools/reach-it/downstream-user-authorised-use
[21] Link.

Pregunta 6: ¿Qué debe hacer un usuario intermedio en caso de una inspección?
Respuesta: En caso de una inspección, el inspector le solicitará al usuario intermedio la notificación del Artículo 66 de REACH. En este caso, el usuario intermedio tendrá que explicar que la obligación de la notificación del Artículo 66 de REACH aún no es de aplicación ya sea porque la Sunset Date aún no ha acontecido o, en caso de que si haya acontecido, porque recibe las sustancias directa o indirectamente de una o más empresas cuyas solicitudes aún siguen pendientes, ver más arriba. En este último caso, el usuario intermedio debe ser capaz de demostrar que conoce los detalles de las solicitudes de autorización solicitadas. Deberá ser capaz de demostrar y documentar mediante una autoevaluación que su actividad está comprendida en el ámbito de las solicitudes de autorización solicitadas, y que como mínimo aplica las condiciones operativas y las medidas de gestión de riesgos descritas en las solicitudes de autorización del CCST. Asimismo, en todos los casos de uso de cualesquiera de las 6 sustancias, debe demostrar que cumple con la legislación nacional en materia de salud y seguridad en el lugar de trabajo, incluidos los límites de exposición profesional, la obligación de realizar una evaluación de seguridad para cada lugar de trabajo y observar la jerarquía de las medidas de prevención de carcinógenos en el lugar de trabajo.

Pregunta 7: ¿Cómo puede saber un usuario intermedio si su actividad está comprendida dentro del alcance de la solicitud de autorización del CCST? ¿Qué necesita hacer si este no es el caso?
Respuesta: La única forma de comprobarlo es a través de la revisión exhaustiva de los documentos de solicitud disponibles en la web de ECHA, en concreto la llamada 'Broad Description of Uses', los Análisis de Alternativas que describen los usos y los Informes de Seguridad Química. En caso de duda, puede solicitar ayuda externa de consultores especializados. Si una actividad no se encuentra descrita en un Escenario de Exposición en los Informes de Seguridad Química o si las mismas condiciones operacionales y medidas de gestión de riesgos en las instalaciones no se ajustan a la descripción de los Informes de Seguridad Química, el usuario intermedio no podrá depender de la solicitud de autorización del CCST pendiente. No está cubierto. En dicho caso, deberá presentar con carácter urgente su propia solicitud de autorización ante el ECHA y en la Sunset Date de la sustancia correspondiente deberá dejar de utilizar la misma hasta que haya obtenido su propia autorización. De forma alternativa, puede investigar si su actividad está cubierta por otra autorización pendiente o concedida – en cuyo caso deberá cambiar al proveedor de la sustancia correspondiente.

Pregunta 8: ¿En el futuro habrá cambios que los usuarios intermedios deban tener en cuenta respecto de los escenarios de exposición, las condiciones operativas y las medidas de gestión de riesgos establecidas en las solicitudes de autorización del CCST?
Respuesta: SI. El RAC recomienda en sus Opiniones, que la Comisión establezca condiciones en las decisiones de autorización (por ejemplo, medidas de exposición). Como en el caso de otras decisiones de autorización, se espera que se establezcan dichas condiciones. Los usuarios intermedios deberán observar estas condiciones. También es posible que en el futuro los solicitantes tengan que revisar sus escenarios de exposición. Si este es el caso, la información y los nuevos escenarios de exposición estarán disponibles a través de actualizaciones de las hojas de datos de seguridad proporcionadas con la(s) sustancia(s).

* * *

ANNEX
(Use applied for as per ECHA Webpage)

Substances	CAS number	Applicant(s)	Consultation number on ECHA website	Uses	ECHA recommended Authorisation Review Period	Links to dossiers on ECHA website
Sodium dichromate (Sunset Date September 21, 2017)	10588-01-9 7789-12-0	Brenntag UK Ltd Henkel AG & Co. KGaA AD International BV	0043-01	Formulation of mixtures	7 years	Link
			0043-02	Surface treatment of metals such as aluminium, steel, zinc, magnesium, titanium, alloys, composites and sealings of anodic films.	7 years	Link
			0043-03	The electrolytic passivation of tin plated steel for the packaging industry	4 years	Link
Potassium dichromate (Sunset Date September 21, 2017)	7778-50-9	Brenntag UK Ltd	0044-01	Formulation of mixtures	7 years	Link
			0044-02	Surface treatment of metals such as aluminium, steel, zinc, magnesium, titanium, alloys, composites, sealings of anodic films	7 years	Link
Dichromium tris(chromate) (Sunset Date January 22, 2019)	24613-89-6	Henkel AG & Co. KGaA Henkel Global Supply Chain B.V.	0045-01	Formulation of mixtures	7 years	Link
			0045-02	Surface treatment of metals such as aluminium, steel, zinc, magnesium, titanium, alloys, composites, sealings of anodic films.	7 years	Link

Substances	CAS number	Applicant(s)	Consultation number on ECHA website	Uses	ECHA recommended Authorisation Review Period	Links to dossiers on ECHA website
Strontium chromate (Sunset Date January 22, 2019)	7789-06-2	AKZO Nobel Car Refinishes B.V. Habich GmbH Henkel Global SupplyChain B.V. Indestructible Paint Ltd. Finalin GmbH Mapaero PPG Central (UK) Ltd in its legal capacity as OnlyRepresentative of PRCDeSoto International Inc. - OR5 PPG Industries (UK) Ltd PPG Coatings SA Aviall Services Inc	0046-01	Formulation of mixtures	7 years	Link
			0046-02	Application of paints, primers and specialty coatings containing Strontium Chromate in the construction of aerospace and aeronautical parts, including aeroplanes / helicopters, spacecraft, satellites, launchers, engines, and for the maintenance of such constructions.	7 years	Link
Potassium hydroxyoctaoxodizincatedichromate (Sunset Date January 22, 2019)	11103-86-9	PPG Industries (UK) Ltd Finalin GmbH PPG Central (UK) Ltd in its legal capacity as Only Representative of PRC DeSoto International Inc. - OR5 PPG Coatings SA Aviall Services Inc.	0047-01	Formulation of mixtures	7 years	Link
			0047-02	Use of potassium hydroxyoctaoxodizincatedichromate in paints, in primer, sealants, and coatings (including as wash primers)	7 years	Link
Pentazinc chromate octahydroxide	49663-84-5	Aviall Services Inc; Finalin GmbH	0118-01	Formulation of mixture	Opinion development	Link
			0118-02	Use of pentazinc chromate octahydroxide in wash primer, fuel tank primer and aluminized primer for the purpose of corrosion protection in aeronautic applications	Opinion development	Link

PRESS RELEASE

CCST Consortium
RAC and SEAC Opinions on applied for REACH authorization of certain uses of miscellaneous chromates in the aeronautics and aerospace industries[1]

February 10, 2017

The European Chemical Agency's ('ECHA') Risk Assessment and Socio Economic Assessment Committees ('RAC' and 'SEAC') issued their Opinions on the CCST applications in December 2016, recommending authorization for all substances and uses applied for, with a review period in all cases of 7 years.[2]

The Opinions and applications can be retrieved from the ECHA website.[3] The European Commission with a qualified majority of EU Member States will now have to adopt the authorization decisions.

In case authorizations will not have been issued by the respective Sunset Dates, pursuant to Article 58(1)(c)(ii) REACH, Downstream Users (DU) may continue to use the substances beyond the respective Sunset Dates until the Commission will have decided on the authorizations.

DUs will only be covered by the pending CCST authorization applications beyond the Sunset Dates if

(i) The use falls within the applied for definition of use;
(ii) The DUs receive the respective substance from a chemical supplier covered by the specific applications for authorization; and
(iii) The DUs apply the workplace and environmental requirements set out in the Chemical Safety Reports of the applications (linked in the Annex).

It is expected that the future authorization decisions may include conditions for use of miscellaneous chromates beyond those described in the applications (in particular for paints and primers), as well as monitoring requirements. Please consult the RAC / SEAC opinions for further details in this regard. DUs are also advised to closely monitor any potential updates of safety data sheets of their suppliers.

Finally, the CCST Consortium notes that it is each employer's obligation to comply with national and EU chemicals, workers safety and environmental legislation (including nationally applicable exposure limits for CrVI; and observance of the use conditions set out in safety data sheets). National and EU workers safety legislation requires employers to replace carcinogenic substances (including the miscellaneous chromates subject to authorization) where technically possible, and where not to use closed systems and otherwise adopt measures (containment, exhaust ventilation, personal protective equipment) to best protect workers. DUs are therefore legally held to implement the strictest conditions technically possible at their respective sites.

Contact: Ursula Schliessner

1 For background information on the application, please see press release of December 10, 2015 at www.jonesdayreach.com.
2 See summary table in Annex. For ETP (not aerospace related) the bridging period is 4 years.
3 https://echa.europa.eu/addressing-chemicals-of-concern/authorisation/applications-for-authorisation-previous-consultations. Applications No. 43-01 – 47-02.

PRESSEMITTEILUNG *(Deutsche Übersetzung)*

RAC und SEAC Empfehlungen zur REACH Zulassung diverser Chromate für diverse Nutzungen in der Luft- und Raumfahrtindustrie[4]

Die Ausschüsse für Risikobeurteilung (RAC) und Sozioökonomische Analyse (SEAC) der Europäischen Chemikalienagentur haben im Dezember 2016 ihre Empfehlungen ausgesprochen, alle von CCST beantragten Zulassungen für alle Stoffe zu erteilen, in allen Fällen mit einem Überprüfungszeitraum von 7 Jahren.[5]

Die Empfehlungen und Anträge sind auf der Homepage der ECHA einsehbar.[6] Die Europäische Kommission wird nun mit einer qualifizierten Mehrheit der Mitgliedstaaten die Zulassungen annehmen müssen.

Für den Fall, dass die Zulassungen nicht zum jeweiligen Ablaufdatum erteilt werden, können die nachgeschalteten Anwender gemäß Artikel 58(1)(c)(ii) REACH ihre Anwendungen über das jeweilige Ablaufdatum hinaus fortsetzen, bis die Kommission ihre Entscheidungen über die Zulassungsanträge getroffen haben wird.

Die nachgeschalteten Anwender sind nur insoweit über das jeweilige Ablaufdatum hinaus von den anhängigen Zulassungsanträgen umfasst, als folgende Voraussetzungen erfüllt sind:

(i) Die Nutzung fällt in die Definition des Zulassungsantrags;
(ii) Die nachgeschalteten Anwender erhalten den jeweiligen Stoff von einem Lieferanten, der vom jeweiligen Zulassungsantrag umfasst ist; und
(iii) Die nachgeschalteten Anwender beachten die Arbeitsplatz- und Umweltanforderungen aus den jeweiligen Stoffsicherheitsberichten (siehe Anhang).

Es ist zu erwarten, dass die zukünftigen Zulassungsentscheidungen zusätzliche Bedingungen (insbesondere für Lacke und Grundierungen) für die Nutzung der verschiedenen Chromate über die in den Antragsunterlagen hinaus beschriebenen Nutzungsbedingungen enthalten werden, sowie ebenfalls Vorschriften für die Überwachung. Weitere Einzelheiten sind aus den RAC / SEAC Empfehlungen ersichtlich. Die nachgeschalteten Anwender sind außerdem gehalten, etwaige Aktualisierungen der Sicherheitsdatenblätter ihrer Lieferanten aufmerksam zu verfolgen.

Schlussendlich möchte das CCST Consortium darauf hinweisen, dass es die Verpflichtung jedes einzelnen Arbeitgebers ist, mit der nationalen und EU Chemikalien-, Arbeitschutz-, und Umweltgesetzgebung im Einklang zu sein (einschließlich der nationalen Grenzwerte für CrVI; sowie der Nutzungsbedingungen in den Sicherheitsdatenblättern). Die nationale und EU Arbeitsschutzgesetzgebung sieht vor, dass die Arbeitgeber krebserzeugende Stoffe (einschließlich der verschiedenen Chromate die der Zulassung unterliegen) soweit technisch möglich zu ersetzen, und wenn nicht dann in geschlossenen Systemen zu verwenden hat, und zuletzt anderweitige Maßnahmen zu treffen hat, um die Arbeitnehmer so gut wie möglich zu schützen (Begrenzung, Ventilation, persönliche Schutzausrüstung). Die nachgeschalteten Anwender sind daher rechtlich gehalten, die für ihren Standort strengsten technisch möglichen Maßnahmen einzuführen.

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4 Weitere Hintergrundinformationen zum Antrag auf Zulassung in der Pressemitteilung vom 10. Dezember 2015. www.jonesdayreach.com.

5 Siehe Tabelle im Anhang. Für ETP (bezieht sich nicht auf Luft- und Raumfahrt) wird der Überbrückungszeitraum 4 Jahre betragen.

6 https://echa.europa.eu/addressing-chemicals-of-concern/authorisation/applications-for-authorisation-previous-consultations. Applikation Nr. 43-01 – 47-02.

COMMUNIQUE DE PRESSE *(Traduction Française)*

Consortium CCST
Avis des Comités RAC et SEAC concernant l'autorisation REACH de certaines utilisations de chromates divers dans les industries aéronautique et aérospatiale[7]

Les Comités pour l'Évaluation des Risques et pour l'Analyse Socio-Économique ('RAC' et 'SEAC') de l'Agence européenne des produits chimiques ('ECHA') ont publié leurs Avis concernant les demandes d'autorisation du CCST datant de décembre 2016, recommandant l'autorisation de toutes les substances et utilisations demandées, avec une période de réexamen de sept années dans tous les cas.[8]

Les Avis et demandes d'autorisation peuvent être consultés sur le site Web de l'ECHA.[9] La Commission européenne, avec une majorité qualifiée des Etats Membres, devra désormais adopter les décisions d'autorisation.

Si les autorisations n'ont pas été publiées avant les dates d'expiration (Sunset Dates) respectives, l'art. 58(1)(c)(ii) REACH prévoit que les utilisateurs en aval puissent poursuivre l'utilisation des substances au-delà des dates d'expiration respectives jusqu'à ce que la Commission ait statué sur les autorisations.

Les utilisateurs en aval ne seront couverts par les demandes d'autorisation en attente du CCST au-delà des dates d'expiration que si

(i) L'usage s'inscrit dans la définition appliquée en termes d'utilisation ;
(ii) Les utilisateurs en aval reçoivent la substance concernée d'un fournisseur de produits chimiques couvert par les demandes spécifiques d'autorisation ; et
(iii) Les utilisateurs en aval appliquent les exigences environnementales et relatives au poste de travail énoncées dans les Rapports sur la Sécurité Chimique des demandes (voir en Annexe).

Il est prévu que les futures décisions d'autorisation puissent inclure des conditions d'utilisation de divers chromates autres que celles décrites dans les demandes d'autorisation (en particulier pour les peintures et primaires), ainsi que des exigences de contrôle. Veuillez consulter les avis RAC / SEAC pour plus de détails à cet égard. Les utilisateurs en aval sont également invités à surveiller de près les potentielles mises à jour des fiches de données de sécurité de leurs fournisseurs.

Enfin, le Consortium CCST constate que chaque employeur a l'obligation de se conformer aux dispositions nationale et européenne relatives aux produits chimiques, à la sécurité des travailleurs et en matière d'environnement (y compris les limites d'exposition applicables à l'échelle nationale pour les CrVI ; et le respect des conditions d'utilisation énoncées dans les fiches de données de sécurité). Les dispositions nationale et européenne relatives à la sécurité des travailleurs obligent les employeurs à remplacer les substances cancérogènes (y compris les chromates divers soumis à autorisation) quand cela est techniquement possible et, dans les cas où cela n'est pas techniquement possible, à utiliser des systèmes fermés et à adopter par ailleurs des mesures (confinement, ventilation par aspiration, équipement de protection individuelle) pour protéger les travailleurs du mieux possible. Les utilisateurs en aval sont donc légalement tenus de mettre en œuvre les conditions techniquement possibles les plus strictes sur leurs sites respectifs.

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7 Pour plus d'informations à propos des demandes d'autorisation, voir le communiqué de presse du 10 décembre 2015, sur www.jonesdayreach.com

8 Voir tableau récapitulatif en Annexe. Pour les ETP (non liés à l'aérospatial), la période de réexamen est de quatre années.

9 https://echa.europa.eu/addressing-chemicals-of-concern/authorisation/applications-for-authorisation-previous-consultations. Demandes No. 43-01 – 47-02.

NOTA DE PRENSA *(Traducción en Español)*

Consorcio CCST
Dictámenes del RAC y del SEAC relativos a la solicitud de autorización con el fin de que el uso de diversos cromatos en las industrias aeronáutica y aeroespacial sean permitidos,[10] al amparo del REACH

El Comité de Evaluación de Riesgos y el Comité de Análisis Socieconómico ('RAC' y 'SEAC') de la Agencia Europea de Sustancias y Preparados Químicos ('ECHA'), emitieron sus Dictámenes sobre las solicitudes de registro presentadas por el consorcio CCST en diciembre de 2016, en los que se recomendaba autorizar todas las sustancias y usos solicitados, con un período de revisión de siete años en todos los casos.[11]

Dichos dictámenes y solicitudes de registro pueden obtenerse a través del sitio web de la agencia.[12] La Comisión Europea deberá adoptar estas decisiones de autorización si se alcanza la mayoría cualificada de Estados miembros exigida.

En caso de que las autorizaciones no hayan sido expedidas antes de la fecha de expiración, de conformidad con el artículo 58(1)(c)(ii) del anteriormente citado Reglamento, los usuarios intermedios podrán seguir haciendo uso de las sustancias más allá de las correspondientes fechas de expiración hasta que la Comisión haya tomado una decisión sobre dichas autorizaciones.

Los usuarios intermedios solo estarán amparados por las solicitudes de registro pendientes presentadas por el CCST más allá de las fechas de expiración si:

(i) El uso está incluido en la definición del uso solicitado;
(ii) Los usuarios intermedios obtienen la sustancia de un proveedor de productos químicos, quien ha sido amparado por las solicitudes de autorización específicas; y
(iii) Los usuarios intermedios cumplen con los requisitos de lugar de trabajo y medio ambiente exigidos en los Informes de Seguridad Química de las solicitudes (se puede acceder a ellos a través del hipervínculo indicado en el Anexo).

Se espera que las futuras decisiones de autorización amplíen las condiciones de uso de los diversos cromatos más allá de las descritas en las solicitudes (en particular las utilizadas en pinturas e imprimaciones), así como los requisitos de control. Por favor, consulten los dictámenes del RAC y del SEAC para obtener más detalles al respecto. También se aconseja a los usuarios intermedios que lleven a cabo una estrecha supervisión de toda actualización potencial de las fichas de datos de seguridad de sus proveedores.

Por último, el Consorcio CCST señala que es obligación de cada empleador cumplir tanto con la legislación nacional como con la de la Unión Europea en materia de seguridad de los trabajadores, y en materia química y medioambiental (incluyendo los límites de exposición a CrVI aplicables a nivel nacional y la observancia de las condiciones de uso indicadas en las fichas de datos de seguridad). La legislación nacional y europea en materia de seguridad de los trabajadores, exige que los empleadores sustituyan las sustancias cancerígenas (incluyendo los diversos cromatos sujetos a autorización) cuando sea técnicamente posible, y cuando no lo sea, que se utilicen sistemas cerrados y se adopten otras medidas (medidas de contención, sistemas de ventilación, equipo de protección personal) para proteger más eficazmente a los trabajadores. Por lo tanto, los usuarios intermedios tienen la obligación legal de llevar a cabo la implementación de las condiciones más estrictas en sus respectivas instalaciones, siempre y cuando sean posibles técnicamente.

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[10] Para obtener información de antecedentes sobre la solicitud, consulte la nota de prensa del 10 de diciembre de 2015 en www.jonesdayreach.com.

[11] Ver la tabla resumen en el Anexo. Para ETP (no relacionado con aeroespacial) el periodo transitorio es de 4 años.

[12] https://echa.europa.eu/addressing-chemicals-of-concern/authorisation/applications-for-authorisation-previous-consultations. Solicitudes Número 43-01 – 47-02.

ANNEX

(Use applied for as per ECHA Webpage)

Substances	CAS number	Applicant(s)	Consultation number on ECHA website	Uses	ECHA recommended Authorisation Review Period	Links to dossiers on ECHA website
Sodium dichromate (Sunset Date September 21, 2017)	10588-01-9 7789-12-0	Brenntag UK Ltd Henkel AG & Co. KGaA AD International BV	0043-01	Formulation of mixtures	7 years	Link
			0043-02	Surface treatment of metals such as aluminium, steel, zinc, magnesium, titanium, alloys, composites and sealings of anodic films.	7 years	Link
			0043-03	The electrolytic passivation of tin plated steel for the packaging industry	4 years	Link
Potassium dichromate (Sunset Date September 21, 2017)	7778-50-9	Brenntag UK Ltd	0044-01	Formulation of mixtures	7 years	Link
			0044-02	Surface treatment of metals such as aluminium, steel, zinc, magnesium, titanium, alloys, composites, sealings of anodic films	7 years	Link
Dichromium tris(chromate) (Sunset Date January 22, 2019)	24613-89-6	Henkel AG & Co. KGaA Henkel Global Supply Chain B.V.	0045-01	Formulation of mixtures	7 years	Link
			0045-02	Surface treatment of metals such as aluminium, steel, zinc, magnesium, titanium, alloys, composites, sealings of anodic films.	7 years	Link

Substances	CAS number	Applicant(s)	Consultation number on ECHA website	Uses	ECHA recommended Authorisation Review Period	Links to dossiers on ECHA website
Strontium chromate (Sunset Date January 22, 2019)	7789-06-2	AKZO Nobel Car Refinishes B.V. Habich GmbH Henkel Global SupplyChain B.V. Indestructible Paint Ltd. Finalin GmbH Mapaero PPG Central (UK) Ltd in its legal capacity as OnlyRepresentative of PRCDeSoto International Inc. - OR5 PPG Industries (UK) Ltd PPG Coatings SA Aviall Services Inc	0046-01	Formulation of mixtures	7 years	Link
			0046-02	Application of paints, primers and specialty coatings containing Strontium Chromate in the construction of aerospace and aeronautical parts, including aeroplanes / helicopters, spacecraft, satellites, launchers, engines, and for the maintenance of such constructions.	7 years	Link
Potassium hydroxyoctaoxodizincatedichromate (Sunset Date January 22, 2019)	11103-86-9	PPG Industries (UK) Ltd Finalin GmbH PPG Central (UK) Ltd in its legal capacity as Only Representative of PRC DeSoto International Inc. - OR5 PPG Coatings SA Aviall Services Inc.	0047-01	Formulation of mixtures	7 years	Link
			0047-02	Use of potassium hydroxyoctaoxodizincatedichromate in paints, in primer, sealants, and coatings (including as wash primers)	7 years	Link

PRESS RELEASE
MARCH 13, 2015
- Updated December 10, 2015 -

The **CCST Consortium** (Chromium VI Compounds for Surface Treatment REACH Authorization Consortium), a group of 28 companies that was formed early 2013 to jointly develop draft applications for REACH authorization for use of miscellaneous Chromium VI compounds is pleased to announce that it will soon be concluding its works. The ability to continue using these compounds in the EU is essential for CCST Members as well as their suppliers and customers, which are active in the aeronautics and aerospace sectors, among others.

The CCST Consortium assisted by its consultants Environ UK Ltd and its partner BiPRO GmbH has developed draft applications for REACH authorization for the following uses of specific substances:

Substance	Substance Chemical Name	EC / CAS	Use
S 2	Dichromium tris (chromate)	EC 246-356-2; CAS 24613-89-6	(i) (iv)
S 3	Potassium dichromate	EC 231-906-6; CAS 7778-50-9	(i) (iv)
S 4	Sodium dichromate	EC 234-190-3; CAS 10588-01-9	(i) (iv) (v)
S 6	Strontium chromate	EC 232-142-6; CAS 7789-06-2	(iii) (iv)
S 7	Pentazinc chromate octahydroxide (zinc tetrahydroxide chromate)	EC 256-418-0; CAS 49663-84-5	(ii) (iv)
S 8	Potassium hydroxyoctaoxodizincatedichromate	EC 234-329-8; CAS 11103-86-9	(ii) (iv)

The uses (mainly aimed at aerospace applications) are defined as follows:

(i) Surface treatment of metals with Substances S1, S2, S3, S4, and/or S5 such as aluminium, steel, zinc, magnesium, titanium, alloys, composites, sealings of anodic films;[i]
(ii) Use of Substances S1, S7, and S8 in paints, in primer, sealants, lacquers and coatings (including as washprimers);
(iii) Application of paints, primers, and speciality coatings containing S6 in the construction of aerospace and aeronautical parts, including aeroplanes / helicopters, space craft, satellites, launchers, engines, and for the maintenance of such constructions, as well as for such aerospace and aeronautical parts, used elsewhere, where the supply chain and exposure scenarios are identical;
(iv) Formulation of mixtures for Uses (i), (ii), (iii) or (v) except on-site formulation for Uses (i), (ii), (iii), or (v) which is considered to be covered by Uses (i), (ii), (iii) or (v);
(v) Passivation of tin plated steel.

The proposed review period for all uses is 12 years, except passivation of tin plated steel (4 years).

Companies that are not CCST Members who wish to themselves file individual applications for REACH authorization of these uses of the named substances may purchase letters of access for the draft CCST authorization dossier parts (analysis of alternatives, chemical safety report, socio-economic analysis) to adapt and complement them according to their needs. Such letters of access will be available as of April 20, 2015 from the Consortium Manager Jones Day at www.jonesdayreach.com.

In addition, CCST will continue to pursue its work and has built Submission Groups of Consortium Members that will support the filing of (where possible joint) applications for authorization at the upstream level (manufacturer / importer / formulator / Only Representative as the case may be) for the uses of Substances S2, S3, S4, S6 and S8. These Submission Groups have elected upstream applicants in order to cover the complete downstream user chain.

For substances S2, S3, S4, ~~and~~ S6, and S8 these upstream applications for REACH authorization were ~~are planned to be~~ filed with ECHA in November 2015.

The following upstream applicants have been earmarked:

Substance	**Applicants**
S2	Henkel
S3	Brenntag
S4	AD International, Brenntag, Henkel
S6	Akzo Nobel, Aviall, Habich, Henkel, Indestructible Paint, Mapaero, Mankiewicz (Finalin GmbH), PPG
S7	Not yet determined[ii]
S8 ~~(SG not yet set up)~~	Aviall, Mankiewicz, PPG

For further general queries, please contact Ursula Schliessner at uschliessner@jonesday.com. Or contact your supplier (see contact information below).

Contact Details of Suppliers

AkzoNobel Aerospace Coatings	Luc.Turkenburg@akzonobel.com
Aviall, a Boeing Company	john.dickhoff@aviall.com
AD International BV	reach@adinternationalbv.com
Brenntag UK Ltd	REACH@brenntag.co.uk
Habich GmbH	Dr. Olaf Schmidt-Park, schmidt-park@habich.com Dr. Heinrich-Michael Wirth, wirth@habich.com
Henkel AG & Co. KGaA	Reach@Henkel.com
Indestructible Paints	alann@indestructible.co.uk, Direct dial: 0044 (0)121 702 1515, richard@indestructible.co.uk, Direct dial: 0044 (0)121 7021517, brian@indestructible.co.uk, Direct dial: 0044 (0)121 702 1510
Mankiewicz Gebr. & Co. (GmbH & Co. KG)	Gunnar Hansen gunnar.hansen@mankiewicz.com, Tel: +49 (0)40 75103-0, Sven Schroeder, sven.schroeder@mankiewicz.com, Tel: +49 (0)40 75103-0
Mapaero	Celine Dorignac, c.dorignac@mapaero.com
PPG Aerospace	Daniel Bencun, Coatings Market Segment Manager, Aerospace EMEA, bencun@ppg.com, Julia Wilson, Product Stewardship Manager, Aerospace EMEA, juliawilson@ppg.com

[i] Aerospace specific.
[ii] No upstream applicant identified within CCST for S7 as yet.

LICENSE AGREEMENT (Letter of Access Agreement) CCST REACH Authorization
October 13, 2015

This License Agreement ("Agreement") is made between the Company as set out in Annex 1 (herein "Company") and the members of the CCST Chromium VI Compounds for Surface Treatment REACH Authorization Consortium (herein "CCST" or "the CCST members") (each a "party" and collectively the "parties").

WHEREAS, the Company or its Only Representative[1] must obtain REACH authorization for the use(s) of one or more miscellaneous chromium VI compounds and may use consultants to assist in the preparation of documents;

WHEREAS, CCST has developed authorization dossier parts for the uses of miscellaneous chromium VI compounds, pursuant to its Consortium Agreement as amended;

WHEREAS, the Consortium Agreement in its Article 10 provides that CCST may issue rights to third parties to use or to refer to the CCST Dossier(s) prepared for submission to ECHA, by means of a Letter of Access, as defined in Article 1 (12) of the Consortium Agreement;

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound, agree as follows:

Article 1 - DEFINITIONS

(1) *Affiliate(s):* Any person, and as far as the Company is concerned is listed in Annex 1 hereto, which directly or indirectly through one or more intermediaries owns, controls, is controlled by, or is under common control with, another legal person. For the purpose of this definition, a legal person shall be deemed to 'control' another legal person if it has the direct or indirect power to direct or cause the direction of the general management and policies of another legal person whether through the ownership of securities or capital stock, voting stock, by contract or otherwise. A legal person shall presumptively be deemed to control another legal person if it owns, directly or indirectly through one or more intermediaries and whether legally or beneficially fifty per cent (50%) or more of the outstanding voting securities or capital stock or other comparable equity or ownership interest of such legal person.

(2) *Authorization:* means authorization pursuant to Title VII of REACH Regulation (EC) 1907/2006 as may be amended from time to time.

(3) *CCST Dossier(s)*: Sets of Data jointly developed by CCST, that may have common and individual parts per Substance related to the Uses concerned, and that may be adapted by the individual CCST Members or third parties obtaining a Letter of Access for filing of their respective Authorization applications.

(3) *Data:* means the relevant parts of the CCST Dossier(s) that the Company has decided to obtain a license to as per its choice pursuant to Annex 1 hereto and as prepared by CCST.

(4) *Letter of Access:* A document granting the Company and its Affiliates the non-exclusive and non-transferable right to use the CCST Dossier(s) for purposes of preparing, submitting and

[1] In case the application for Authorization is filed by an Only Representative of a non-EU manufacturer, this Agreement must be concluded by the non-EU manufacturer. The Only Representative in this case is considered as an Affiliate under this Agreement for as long as his appointment remains valid.

obtaining their Authorization of Use of the Substance(s), against payment of a license fee. The Letter of Access shall remain valid also for the review of the Authorization but shall not entitle the holder to demand any update of the CCST Dossier(s) for such review, unless a new license fee shall have been mutually agreed.

(5) *Purpose:* The license and the right to sub-license hereunder granted are limited to the sole purpose to prepare for the authorization of the Uses of the Substance(s) in compliance with REACH requirements for the Uses within the scope of the CCST Consortium, as set out in Annex 1 hereto.

(6) *Substance(s):*

(S1) Ammonium Dichromate (EC 232-143-1; CAS 7789-09-5)
(S2) Dichromium tris chromate (EC 246-356-2; CAS 24613-89-6)
(S3) Potassium dichromate (EC 231-906-6; CAS 7778-50-9)
(S4) Sodium dichromate (EC 234-190-3; CAS 10588-01-9)
(S6) Strontium chromate (EC 232-142-6; CAS 7789-06-2)
(S7) Pentazinc chromate octahydroxide (EC 256-418-0; CAS 49663-84-5)
(S8) Potassium hydroxyoctaoxodizincatedichromate (EC 234-329-8; CAS 11103-86-9)

with a substance identity and composition as REACH registered.

(7) *Third Parties Concerned:* means any third party other than the Company or its Affiliates which either assists the Company and/or its Affiliates in the activities regarding authorization of Use of the Substance(s) or will use its results in the future for fulfillment of the Purpose, such as but not limited to consultants of the Company and/or its Affiliates.

(8) *Use(s):* The use(s) as defined in Annex 1 to this Agreement.

Any other definitions shall be those of the REACH Regulation (EC) 1907/2006 where applicable.

Article 2 - RIGHTS TO DATA

(1) License - Subject to the terms and conditions set forth herein, CCST grants the Company and its Affiliates a worldwide, non-exclusive, non-terminable and non-transferable (in accordance with the terms and conditions of this Agreement and subject to (2) and (3) below), license to use, inspect, possess, submit, disclose, summarize, reference and/or cite (collectively, the foregoing hereinafter referred to as "use") the Data: (a) to prepare, maintain or support REACH Authorization of the Uses of the Substance as chosen pursuant to Annex 1 hereto with or before ECHA and the European Commission; (b) with regulatory activities of ECHA, the European Commission or the competent authorities of EU Member States or other EEA countries in conjunction with Authorization of Use of the Substance(s) as chosen; (c) in connection with any proceedings before ECHA, any governmental entity, regulatory authority or court in the EU and other EEA countries; and (d) for internal use.

(2) Rights for third parties - In addition, CCST grants the Company and its Affiliates the right to sub-license as the case may be against or without compensation to any Third Party Concerned. Those Third Parties Concerned cannot be granted any rights that go beyond the rights that CCST has granted hereunder pursuant to (1) above.

(3) Limitation of Rights – No rights are granted other than those set forth under (1) and (2) above.

Article 3 – COMPENSATION - EXECUTION

(1) The rights under Article 2 above are granted against compensation set out in Annex 1 hereto determined by CCST. Compensation shall be wired to an account communicated by the CCST Consortium manager. 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 payer 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, payee receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which payee would have received and so retained had no such deduction or withholding been made or required to be made (gross-up amount). If upon application of the beneficiary any withholding tax can be reduced, or refunded, or an exemption from withholding tax is granted, payer shall file on behalf of payee for such reduction, refund or exemption. Payee shall render any assistance to payer to obtain such withholding tax reduction, refund or exemption. Payer shall be entitled to any refund of withholding taxes. 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 payer. However, payer is entitled to withhold any payment of indirect taxes unless payee has provided payer with a sufficient invoice for purposes of indirect taxation.

(2) The Data shall be made available to the Company within 5 (five) work days after payment pursuant to (1) above.

Article 4 - TERM AND TERMINATION

(1) Term - The term of this Agreement shall begin on the date payment of the sums due pursuant to Article 3 (1) of this Agreement is received by the CCST Consortium Manager. The term shall extend until December 31, 2030, unless terminated as provided herein or unless the Company or its Affiliates no longer retain a valid Authorization for the Use(s) of the Substance(s) subject to this Agreement and chosen pursuant to Annex 1.

(2) Transfer - Notwithstanding anything to the contrary contained herein, in the event that either CCST or the Company terminate their activities and dissolve, the rights and obligations hereunder shall transfer jointly to the individual legal entities previously covered by them. By way of clarification, it is expressly understood that the fact that a member's membership in CCST terminates, shall not, in and of itself, constitute or give rise to a breach of this Letter of Access or a termination of this Letter of Access or the rights granted hereunder.

(3) Immediate Termination – CCST is entitled to terminate the Agreement with immediate effect upon late or non-payment of the sums due under Article 6 (1) of the Agreement, or if the Company breaches its obligations under Articles 2 and 5 of the Agreement.

(4) Articles 5, 6 and 7 survive the termination of this Agreement.

Article 5 – OWNERSHIP OF INFORMATION AND CONFIDENTIALITY

(1) This Agreement does not grant any ownership rights or change existing ownership rights to any of the Data provided under this Agreement, in whatever form and whenever.

(2) The Company or its Affiliates or Third Parties Concerned may not use the Data to obtain any intellectual property rights and neither this Agreement nor any disclosure of Data shall be deemed by implication or otherwise to vest the Company or their Affiliates or Third Parties

Concerned any present or future rights in any patents, trade secrets or property rights in data belonging to CCST or its members.

(3) The Company and its Affiliates may disclose the Data only towards the ECHA and European Commission and only to the extent required to meet the Purpose, but for no other purpose.

Save for the above, the Company, its Affiliates, and any Third Parties concerned undertake to keep the Data secret and confidential and disclose them only

(a) to their officers or employees to the extent required to pursue the Purpose and only after these persons have agreed to be bound by the confidentiality terms set out herein, unless they are already subject to similar confidentiality terms under any agreement relating to their employment;

(b) to external advisors or consultants to the extent required to pursue the Purpose and only after these persons have agreed to be bound by the confidentiality terms set out herein or similar confidentiality terms under their service agreements;

(c) to the extent required by mandatory law, including Article 119 (1) REACH.

The Company and its Affiliates shall advise CCST immediately in writing of any disclosure made by them or a third party of the Data, as well as of any request by competent authorities relating to the disclosure of the Data.

Disclosure of the Data as required for legal and/or regulatory purposes including REACH shall only take place in a form (for example short summaries where possible) reflecting the minimum information required to be disclosed.

Article 6 – DAMAGES

(1) Any breaches of the Company's obligations under Articles 2 and 5 of this Agreement shall entitle CCST to claim a one-time payment per breach equal to the amount of compensation pursuant to Article 3 of the Agreement plus any damages CCST or its members may have due to the breach, both due and payable immediately within 5 calendar days upon presentation by CCST of adequate documentation or affidavit of the breach.

Article 7 - MISCELLANEOUS

(1) Waivers - No term or condition of this Agreement shall be deemed to have been waived by either party unless the waiver is in writing and signed by both parties or their duly authorized representative.

(2) Notices - Any notice required or desired to be served, given or delivered hereunder shall be in writing, and shall be deemed to have been validly served by registered mail, with the date of postage as applicable date to the addresses communicated by the parties pursuant to the conclusion of this Agreement.

(3) Liabilities and Inspection - It is the individual responsibility of the Company to assess the Data that are made available and to comply with REACH. No warranty for acceptance of the CCST Dossier(s) or Data it contains by ECHA and the European Commission is given. To this effect, the Company will have had the possibility, before entering into this Agreement, to inspect at its own cost the CCST Dossier(s) at the offices of the Consortium Manager during business hours upon prior appointment. The Company and its Affiliates assume the full responsibility for their own use of the Data received from CCST. CCST gives no warranty for the accuracy, completeness or acceptance by the ECHA or European Commission of the Data. None of the parties, their members or their Affiliates shall be held liable for any direct, indirect or consequential loss or damage incurred by any party and/or its members in

connection with the activities contemplated in this Agreement, unless caused by gross negligence or willful misconduct.

(4) Governing Law - Arbitration - Disputes - This Agreement shall be interpreted, and the rights and liabilities of the parties hereto, whether arising in contract or tort and howsoever pertaining to the parties' relationship, shall be determined in accordance with the laws of Belgium. All controversies and claims shall be resolved by mandatory binding arbitration pursuant and subject to the current commercial dispute rules of the ICC by one sole arbitrator appointed by mutual consent of the parties. The duty to arbitrate shall extend to any officer, employee, agent, or subsidiary making or defending any claim between the parties. The arbitration shall be held in a location best suited for the resolution of the dispute in light of the convenience of the parties and their documents and witnesses, or failing agreement on such place, in Brussels, Belgium. The language of the arbitration shall be English. The arbitrator's decision and award shall be final and binding and may be entered in any court having jurisdiction thereof. Each party shall pay all of its associated costs, expenses and attorney's fees, and the parties shall share equally the cost of the arbitrator and any accountants or advisors which the parties agree to employ for the benefit of the arbitrator.

(5) Interpretation - Section Headings - If any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The invalid provisions are to be replaced retroactively by provisions which come closest to achieving the objectives. The Section headings provided herein are for convenience only and shall have no force or effect upon the construction or interpretation of any provision hereof.

(6) Entire Agreement - This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

(7) Amendments - No amendment to this Agreement shall be binding upon either party unless set forth in writing or confirmation signed by both parties hereto.

(8) Assignment - Neither this Agreement nor any interest herein may be assigned, pledged, or transferred without the prior written consent of the other party, which consent shall not unreasonably be withheld, conditioned or delayed.

(9) Trade Sanctions - Each party shall comply with all relevant export, import, and sanctions laws, regulations, orders, and authorizations to include without limitation, the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. Such performance shall apply to the export, re-export and import of controlled technology, data, software, services, and/or hardware. Accordingly, parties shall not transfer Data without the appropriate government export authorization. Each party shall be individually responsible for its compliance with any applicable export or import laws and regulations. No party shall be required to indemnify another party with regard to export control compliance, and in particular with regard to the sharing, transmission, acceptance or receipt of export or import controlled technical data. CCST reserves the right not to issue or to revoke with immediate effect the Letters of Access granted hereunder and to terminate this Agreement if it or its members could be considered to be in violation of such trade sanctions.

(10) Compliance – The parties shall at all times comply with the applicable laws, including EU and national competition law.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate in their respective names and by their respective representatives pursuant to due authorization.

For THE COMPANY

By: _____

Title: _____

Date: _____

Company stamp:

For the CCST MEMBERS

By: _____

Title: Consortium Manager CCST Consortium

Date: _____

Annex 1 – Details of Application

Identification

Company: .....

.....

REACH-IT UUID Number: .....

Company reference name or number (optional): .....

VAT number: .....

If you do not fill in a VAT number, you will be charged 21%.

Address: .....

.....

Postal Code: ..... City: ..... Country: .....

Please give full details of person authorized to make the application:

Mr ☐ Ms ☐ Dr ☐

Last Name: ..... First Name:.....

Phone Number: ..... Fax Number: .....

E-mail address: .....

Affiliates:

.....
.....
.....

(List all affiliates of the Licensee to be covered)

Only Representative:

……
……

(In case the Licensee is a non-EU Manufacturer, name and contact details of Only Representative plus his UUID number must be listed here)

Invoicing Details

Is the **company to be invoiced** the same as the legal entity applying for the license?

a. ☐ Yes

b. ☐ No

If no, please give full company details of legal entity to be invoiced:

Company: .....

VAT number: .....

If you do not fill in a VAT number, you will be charged 21%.

Address: .....

.....

Postal Code: ..... City: ..... Country: .....

Scope of the License

In each case the License covers the Chemical Safety Report, Analysis of Alternatives, and Socio-Economic Analysis elaborated by CCST for common use, in word format. The Company is responsible for adapting and complementing these documents to its own needs. The Company is responsible to obtain its own copyrights for any literature referenced. Access to and copies to Data sources used and referenced in the CCST Dossier(s) (such as R&D reports, exposure data etc.) are not within the scope.

LoA Price[2]			
A. General Dossier Preparation (Consortium Management and General part of Dossier preparation)	☒	EUR	15.885,00
B. Use and Substance Specific Dossier Preparation *(Price per Use and Substances, Licensee to tick the relevant box(es))*			
(S1) ☐			
(ii) Use in paints, in primer, sealants, lacquers and coatings (including as wash primers) (note: only use in photolithographic polyvinylalcohol lacquers within the precision metal industry is covered by this use)	☐	EUR	9.394,00
(S2) ☐			
(i) Surface treatment of metals such as aluminium, steel, zinc, magnesium, titanium, alloys, composites, sealings of anodic films	☐	EUR	3.197,00
(iv) Formulation of mixtures, except on-site formulation for Use (i) which is considered as covered by Use (i)	☐	EUR	4.677,00
(S3) ☐			
(i) Surface treatment of metals such as aluminium, steel, zinc, magnesium, titanium, alloys, composites, sealings of anodic films	☐	EUR	1.658,00
(iv) Formulation of mixtures, except on-site formulation for Use (i) which is considered as covered by Use (i)	☐	EUR	3.952,00
(S4) ☐			
(i) Surface treatment of metals such as aluminium, steel, zinc, magnesium, titanium, alloys, composites, sealings of anodic films	☐	EUR	1.736,00
(iv) Formulation of mixtures, except on-site formulation for Uses (i) or (v) which is considered as covered by Uses (i) or (v)	☐	EUR	3.300,00
(v) Passivation of tin plated steel	☐	EUR	3.950,00
(S6) ☐			
(iii) Application of paints, primers, and specialty coatings containing S6 in the construction of aerospace and aeronautical parts, including aeroplanes / helicopters, space craft, satellites,	☐	EUR	3.921,00

[2] All prices are excluding VAT.

LoA Price[2]				
	launchers, engines, and for the maintenance of such constructions, as well as for such aerospace and aeronautical parts, used elsewhere, where the supply chain and exposure scenarios are identical			
(iv)	**Formulation of mixtures, except on-site formulation for Use (iii) which is considered as covered by Use (iii)**	☐	EUR	3.339,00
(S7) ☐				
(ii)	**Use in paints, in primer, sealants, lacquers and coatings (including as wash primers)**	☐	EUR	3.733,00
(S8) ☐				
(ii)	**Use in paints, in primer, sealants, lacquers and coatings (including as wash primers)**	☐	EUR	2.622,00
		SUBTOTAL:	**EUR**	**……..,..**
C. Price per Company Size[3] *(Licensee to tick the relevant box)*				
Micro, small or medium enterprise – ***multiply subtotal by 1***		☐	EUR	.....,..
Other enterprise – ***multiply subtotal by 2***		☐	EUR	.....,..
		TOTAL:	**EUR**	**……..,..**
D. Premium on above **Total** (+50%)		☒	EUR	……..,..
E. Handling Fee per LoA application		☒	EUR	1.500,00
		TOTAL LoA Price:	**EUR**	**……..,..**

[3] For determination of your Company Size, please see Article 11 (3) of CCST Chromium VI Compounds for Surface Treatment REACH Authorization Consortium (*hereafter in pdf*).

CONSORTIUM AGREEMENT FOR PURPOSES OF REACH AUTHORIZATION MISCELLANEOUS CHROMIUM VI COMPOUNDS FOR SURFACE TREATMENT 'CCST' AMENDED AND CONSOLIDATED VERSION[1] FEBRUARY 4, 2015

This Consortium Agreement (hereinafter referred to as 'Agreement') is made effective by and among the undersigned parties set out in Annex 3.

Preamble

WHEREAS, the Members are legal or natural persons that qualify as applicants for Authorization of the Substances (as defined below) under REACH[2], directly or indirectly through their Affiliates, and have signed this Agreement;

WHEREAS, the Substances below will likely be listed on Annex XIV REACH ("List of substances subject to authorization");

WHEREAS, the current uses of the Substances are manifold, they may not be easily replaceable, and information and know-how on uses is held by many different stakeholders;

WHEREAS, where legally and practically possible, therefore resources and knowledge should be pooled;

WHEREAS, another consortium for collaboration on Authorization of Chromium trioxide ('CTAC') has already been established of which some Members are members;

WHEREAS, the Members are aiming to conclude license agreements with CTAC for use of information that has been elaborated and collected by CTAC;

WHEREAS, several companies involved in the importation and use of the Substances in the EU entered into a Memorandum of Understanding in November 2012 creating a Task Force for a limited duration of four months ('Phase 1') to explore whether and to which extent they could cooperate in case the Substances will be listed on Annex XIV REACH and to develop a consortium agreement to this extent;

WHEREAS, the present Consortium Agreement is the result of this Phase 1 organizing the collaboration of interested parties for 'Phase 2';

WHEREAS, the Members agree to limit their activities under this Agreement to sharing and developing data for purposes of REACH Authorization and agree not to disclose to, or discuss or exchange with, one another, or any parties to which their discussions and/or cooperation may subsequently be extended, any competitive or otherwise sensitive market information (such as, by way of example but not of limitation, information concerning prices, customers, raw material costs, manufacturing costs, marketing or sales plans, business or product development plans and profit margins). Within this aim, they shall act in accordance with antitrust rules which are attached as Annex 2;

NOW, THEREFORE, in consideration of the mutual agreements and undertakings

[1] This version is consolidated in the sense that it includes the new use definition for S6 previously adopted by CCST. It is amended in that it incorporates amendments adopted by CCST to integrate the voluntary cooperation of the Consortium Members beyond the elaboration of the application for authorization parts into the scope of CCST.

[2] EU Regulation 1907/2006, as may be amended from time to time.

contained herein, the Members agree to form a Consortium and agree as follows:

Article 1 - DEFINITIONS

(1) *Agreement:* The present Agreement among the Members.

(2) *Affiliate*: Any legal or natural person, which directly or indirectly through one or more intermediaries owns, controls, is controlled by, or is under common control with, another legal person. For the purpose of this definition, a legal person shall be deemed to 'control' another legal person if it has the direct or indirect power to direct or cause the direction of the general management and policies of another legal person whether through the ownership of securities or capital stock, voting stock, by contract or otherwise. A legal person shall presumptively be deemed to control another legal person if it owns, directly or indirectly through one or more intermediaries and whether legally or beneficially fifty per cent (50%) or more of the outstanding voting securities or capital stock or other comparable equity or ownership interest of such legal person. A list of current Affiliates is set out in Annex 3. Annex 3 may be updated by the Manager upon notification of a Member.

(3) *Authorization*: Authorization pursuant to Title VII of REACH.

(4) *CCST Dossier(s)*: Sets of Data jointly developed by the Consortium, that may have common and individual parts per Substance related to the Uses concerned, and that may be adapted by the individual Members or third parties obtaining a Letter of Access for filing of their respective Authorization applications.

(5) *Chairperson*: Natural person appointed and having the tasks as per Article 7 (12).

(6) *Confidential Information:* Shall include all information within the scope of Article 6.

(7) *Consortium:* Cooperation of Members as contemplated under this Agreement.

(8) *Customer(s):* Customers of Members; or customers of Customers of Members. Customers are not considered third party(ies) unless otherwise stated herein.

(9) *Data:* Studies and other test data and information made available to the Consortium by a Member, or by third parties, or generated / determined by the Consortium within the framework of this Agreement, including but not limited to chemical safety report, assessment of alternatives, substitution plan, use description, justification for not considering certain risks, and socio-economic assessment.

(10) *Effective Date:* March 15, 2013.

(11) *European Union (EU)*: the territory[3] of the European Union (EU), which is comprised of the

[3] Means the 'customs' territory of the Community as defined in the REACH Guidance for the Navigator. The customs territory of the Community comprises the territory of: Austria; Belgium, Bulgaria, Croatia, Cyprus, The Czech Republic, Denmark (except the Faroe Islands and Greenland), Germany (except the Island of Helgoland and the territory of Büsingen), Estonia, Finland (including the Aland Islands), France (except New Caledonia, Mayotte, Saint-Pierre and Miquelon, Wallis and Futuna Islands, French Polynesia and French Southern and Antarctic Territories), Greece, Hungary, Ireland, Italy (except the municipalities of Livigno and Campione d'Italia and the national waters of Lake Lugano which are between the bank and the political frontier of the area between Ponte Tresa and Porto Ceresio), Latvia, Lithuania, Luxembourg, Malta, The Netherlands, Poland, Portugal, Romania, Slovenia, The Slovak Republic, Spain (except Ceuta and Melilla), Sweden, The United Kingdom of Great Britain (including Northern Ireland and the Channel Islands and the Isle of Man). The customs territory of the Community includes the territorial waters, the inland maritime waters and the airspace of the Member States and the territory of the Principality of Monaco, except for the territorial

current twenty-eight Member States, as well as any future Member State of the EU. As and when Iceland, Liechtenstein and Norway as members of the European Economic Area implement REACH, they shall be covered by the term EU.

(12) *Letter of Access:* A document granting a third party a non-transferable right of referral and/or use pursuant to Article 63 REACH as the case may be of the CCST Dossier(s) against payment of a license fee. The Letter of Access shall remain valid also for the review of the Authorization but shall not entitle the holder to demand any update of the CCST Dossier(s) for such review, unless a new license fee shall have been mutually agreed among the Members.

(13) *Manager*: Person or entity appointed and having the tasks as per Article 7 (18).

(14) *Member:* Legal or natural persons that qualify as applicants for authorization of the Substances under Title VII REACH, directly or indirectly through their Affiliates, and have signed this Agreement and made in time all payments hereunder due upon signature. This shall include Only Representatives pursuant to Article 8 REACH.

(15) *Member in good standing:* A Member is considered to be in good standing as per Article 7 (2) if (1) there is no outstanding uncured notice of default (in accordance with Article 12 with respect to such Member); and (2) the Member concerned has not given a notice of withdrawal (in accordance with Article 4).

(16) *Steering Committee*: Decision making body of the Consortium which consists of a representative of each Member. Annex 4 contains a list of the representatives and deputies.

(17) *Submission Group:* a group of Members *and/*or their Affiliates designated pursuant to Annex 5 hereto who select one or several Submission Group members as applicant(s) for REACH authorization of the Use(s) of a Substance within the scope of the Submission Group, pursuant to the provisions set out in Annex 5 hereto.

(18) *Substances:* Chromium VI containing compounds including their hydrated forms (except chromium trioxide EC 215-607-8) for the Uses, namely **Ammonium dichromate** (EC 232-143-1; CAS 7789-09-5)[4] ('**S1**'); **Dichromium tris (chromate)** (EC 246-356-2; CAS 24613-89-6) ('**S2**'); **Potassium dichromate** (EC 231-906-6; CAS 7778-50-9) ('**S3**'); **Sodium dichromate** (EC 234-190-3; CAS 10588-01-9) ('**S4**'); **Sodium chromate** (EC 231-889-5; CAS 7775-11-3 ('**S5**'); **Strontium chromate** (EC 232-142-6; CAS 7789-06-2) ('**S6**'); **Pentazinc chromate octahydroxide** (zinc tetrahydroxide chromate) EC 256-418-0; CAS 49663-84-5) ('**S7**'); **Potassium hydroxyoctaoxodizincatedichromate** (EC 234-329-8; CAS 11103-86-9) ('**S8**') with the sameness parameters as registered under REACH.

(19) *Trustee:* Manager or other independent third party appointed for purposes of development and processing of information with whom confidentiality agreement will be concluded.

(20) *Uses*:

(i) surface treatment of metals with Substances S1, S2, S3, S4, and/or S5 such as aluminium, steel, zinc, magnesium, titanium, alloys, composites, sealings of anodic films;

(ii) use of Substances S1, S7, and S8 in paints, in primer, sealants, lacquers and coatings

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waters, the inland maritime waters and the airspace of those territories which are not part of the customs territory of the Community as listed above.

[4] Currently no full registration, only intermediate registration.

(including as wash primers);

(iii) application of paints, primers, and speciality coatings containing S6 in the construction of aerospace and aeronautical parts, including aeroplanes / helicopters, space craft, satellites, launchers, engines, and for the maintenance of such constructions, as well as for such aerospace and aeronautical parts, used elsewhere, where the supply chain and exposure scenarios are identical;

(iv) formulation of mixtures for Uses (i), (ii), (iii) or (v) except on-site formulation for Uses (i), (ii), (iii), or (v) which is considered to be covered by Uses (i), (ii), (iii) or (v);

(v) passivation of tin plated steel.

Uses may be further broken down into 'sub-uses' or amended by decision of the Steering Committee.

To the extent not otherwise defined herein, the definitions in Article 3 of REACH shall apply to this Agreement.

Article 2 - SCOPE AND PURPOSE - GENERAL OBLIGATIONS

(1) The Consortium formed under this Agreement shall be formed on the Effective Date of this Agreement between at least two Members for the principal purpose of jointly developing and preparing the CCST Dossier(s), i.e. those parts of the Authorization application(s) that the Members agree should be prepared jointly, including the so-called 'Broad Information on Uses', chemical safety report, analysis of the alternatives, substitution plan, socio-economic analysis, and justification for not considering risks to human health pursuant to Article 62(4) and (5) REACH and any guidance adopted by ECHA.[5] To this effect, use shall be made as much as possible of the work carried out by CTAC.

Interested Members may also voluntarily cooperate to form Submission Group(s) pursuant to the provisions of Annex 5 hereto. Submission Group(s) have the purpose to select one or several CCST Members that will act as so-called upstream applicants for REACH authorization for the Substance and its Uses within the scope of that Submission Group. The scope of Submission Groups is set out in Annex 5 hereto.

(2) The Members undertake to cooperate and share human and financial resources for the above purpose. In particular, they undertake to pursue jointly the following objectives:

a) reviewing and sharing existing Data, filling of data gaps, and sharing of Costs incurred in developing missing Data on the Substances and their alternatives, in accordance with the provisions of this Agreement for the Uses;

b) development of those parts of the Authorization application(s) set out in Article 62(4) REACH that are agreed to be developed jointly within the work plan of the Consortium, as may be amended from time to time;

c) gathering information on use and exposure scenarios and other necessary Data where necessary;

d) developing the wording for the so-called 'Broad Information on Uses';

[5] European Chemicals Agency.

e) obtaining and issuing licenses for use of Data and the CCST Dossier(s) where necessary in pursuance of the purpose of this Agreement.

(3) The CCST Dossier(s) shall be ready for individual Members and issue of Letters of Access at the latest nine (9) months before the latest application date set in Annex XIV REACH.

Any work on Substances that are not entered into Annex XIV REACH by April 2013 shall not be commenced prior to a decision of the Steering Committee to this effect. The Members not concerned by those Substances shall not vote. Only Members that vote in favor of work on these Substances or notify their interest in these Substances after the vote has taken place shall participate in cost sharing on these Substances (Use Cost and Substance Cost) and shall have the corresponding rights to the Data and CCST Dossier(s) on these Substances.

(4) The cooperation shall continue beyond the latest application date set in Annex XIV REACH so as to take account of observations made during the Authorization procedure and to be able to cooperate in case any Authorization decision sets review dates. However, any cooperation of the Members for review of authorizations shall be subject to a Decision of the Steering Committee involving those Members interested in such continued cooperation. Any such Decision shall not have an effect on the other Members. All Costs related to such review shall be considered as Substance and Use Costs according to Article 11 (2) and (4), not as Common Costs pursuant to Article 11 (2) and (3).

(5) This Agreement establishes and defines the respective rights, obligations, and mutual promises among the Members with respect to such cooperation.

(6) Each Member remains responsible on its own to comply with REACH, including to critically assess the CCST Dossier(s).

(7) The Members recognize that any activities carried out under this Agreement have to be carried out in full compliance with applicable competition laws, in particular with Articles 101 and 102 of the Treaty on the Functioning of the European Union. The Members explicitly agree to observe the Code of Conduct (hereinafter the 'Code of Conduct') attached as Annex 2 to this Agreement including CEFIC REACH competition law compliance guidance. The Code of Conduct shall be complied with at all times by the bodies of the Consortium, the Members , and any outside consultants and/or experts that may be retained from time to time by the Consortium. Any contractors engaged by Members shall be contractually obliged to comply with EU competition law. Affiliates shall comply with the same rules as Members.

(8) The objectives and activities of the Consortium shall at all times comply with the applicable laws of the EU, its Member States and other jurisdictions where applicable.

(9) Each Member shall comply with all relevant export, import, and sanctions laws, regulations, orders, and authorizations to include without limitation, the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control. Such performance shall apply to the export, re-export and import of controlled technology, data, software, services, and/or hardware. Accordingly, Members shall not transfer Data without the appropriate government export authorization. Each Member shall be individually responsible for its compliance with any applicable export or import laws and regulations. No Member shall be required to indemnify another Member with regard to export control compliance, and in particular with regard to the sharing, transmission, acceptance or receipt of export or import controlled technical data.

Article 3 - MEMBERSHIP

(1) Membership in the Consortium shall commence by execution of this Agreement as per Article 15 (8) as of the Effective Date and shall be effective upon payment of all payments due upon membership by the due date according to Annex 1 (March 31, 2013). Simultaneous with execution of this Agreement, the Member shall notify the Manager of the Substances and Uses for which it will seek participation. Thereafter, a Member may notify the Manager of additional Uses and Substances for participation only.

(2) Membership shall be open to any legal or natural persons active, directly or indirectly through their Affiliates in the manufacturing and/or import, and/or Uses of the Substances. Membership shall also be open to Only Representatives.

(3) Members shall have the rights and obligations set out in this Agreement and shall contribute to all activities of the Consortium in accordance with its provisions.

(4) In view of the deadlines that will be set for Authorization applications, Members are aware that strict adherence to any working deadlines and procedures set under this Agreement is a necessary and indispensable membership condition, failing which a Member can be expelled by decision of the Steering Committee taken in accordance with Article 4 (1) (b) of this Agreement.

(5) Third parties that wish to apply for Authorization of the Substances but do not become Members by the Effective Date may obtain access rights to the CCST Dossier(s) developed hereunder via a Letter of Access granted pursuant to Article 10 of this Agreement.

Article 4 - WITHDRAWAL AND TRANSFER OF MEMBERSHIP

(1) A Member withdraws from the Consortium by termination or through exclusion from the Consortium.

a) Termination is permissible in writing for the first time nine (9) months before the earliest latest application date for any of the Substances[6], provided notice is received six (6) months before. Thereafter, termination is permissible in writing at the end of a calendar year with a notice period of six (6) months.

b) The Steering Committee is entitled to exclude a Member by 2/3 majority decision of all Members with immediate effect in the event of a material breach of this Agreement. The Member shall have the right before such Steering Committee decision to remedy any material breach that can be remedied. As 'material breach' are considered any violations of the obligations concerning Confidentiality, payment (if not cured within thirty (30) days from the date of default pursuant to Article 12 plus 10% interest), use of Data and/or the CCST Dossier(s) outside the provisions of this Agreement, Article 3 (4), and any violations of obligations assigned to Member(s) under the work plan pursuant to Annex 1 of this Agreement. A Member who has failed to make payments within sixty (60) days after due date shall automatically cease to be a Member without the necessity of further Steering Committee action.

[6] I.e. if the latest application date set in Annex XIV REACH for S1 would be December 31, 2015, for S6 April 1, 2016 and for S7 August 1, 2018, then the earliest effective withdrawal date from the Consortium (provided notice is received by the Manager by September 30, 2014 latest) would be March 31, 2015 (9 months before the latest application date for S1).

c) Membership shall also automatically terminate with immediate effect in the event of a Member being declared bankrupt, or upon completion of winding-up procedures.

d) In the event of termination according to paras. (a) and (c) or exclusion according to para. (b), payment obligations which have arisen up until that point in time, including for currently generated Data approved by the Steering Committee prior to the receipt of the withdrawing Member's notice of withdrawal, must be met. The rights (related to information according to Articles 8 and 9 of this Agreement) which have been acquired up until the point in time of ending of the membership shall persist, provided that the Member meets all related payment obligations. The withdrawing Member shall not have any ownership or CCST Dossier rights for Data completed after the date of the Member's notice of withdrawal. However, with regard to Data currently being generated to which the exiting Member committed, the exiting Member shall financially contribute to all further Costs until the Data is completed. Obligations specified in Article 9 (2) of this Agreement persist for a period of twelve (12) years following the Member's, or third party's submission to ECHA of the Authorization application(s).

e) The withdrawal/exclusion of a Member will not result in the termination of the Consortium. After a Member has been excluded/has withdrawn, the remaining Members shall, subject to (d) above, take over the withdrawing/excluded Member's share of any financial obligations under this Agreement and they shall retain all rights to existing Data contributed by the exiting Member.

(2) A Member shall be entitled to transfer its membership, including all rights and obligations, to another legal or natural person subject directly or indirectly to Authorization of the Substances. Such transfer requires approval by a 2/3 majority vote of the Steering Committee. The new Member will take over all rights and obligations (including outstanding financial obligations) of the previous Member in relation to the Substances the previous Member had subscribed to. The consent requirement does not apply to the transfer of membership to an Affiliate in the event of restructuring within a group of companies.

A Member in good standing may also assign its membership in the Consortium without approval by the Steering Committee provided that at the time it assigns such membership it also assigns to the same legal or natural person all its business related to the previously subscribed Substances.

Both paragraphs above shall be considered to include assignment of an Only Representative to another Only Representative for the same non-EU Principal or to the non-EU Principal previously represented should this non-EU Principal become established in the EU. It shall equally include assignments by an Only Representative to another Only Representative in follow-up to an assignment of the business related to the respective Substances to another Principal.

In all cases above, it is understood that assignment of the membership for all of the Substances' business (complete assignment) does not require approval, whereas assignment with regard to specific Uses of the Substances or specific Substances (partial assignment) does require approval. This approval requirement is considered necessary because partial assignment increases the number of Members (the previous Member remaining a Member for some Uses and/or some Substances) and is therefore more complicated in terms of assessing rights and Costs.

Unless otherwise specified above, a Member may not transfer a partial interest in the Consortium.

An assignment shall not be effective until the assignee agrees in writing to assume the responsibilities of the assignor in accordance with this Agreement, including but not limited to any outstanding financial obligations.

(3) The transfer of individual rights and obligations arising from membership is excluded. This also applies to financial claims.

Article 5 - LIABILITY

(1) Members shall only be liable to another Member or Members in connection with the activities contemplated in this Agreement in case of gross negligence and willful misconduct. They shall not be liable for consequential loss, damage and lost profits. This limitation of liability does not apply in case of claims for death, personal injury or willful misconduct. No warranty for acceptance of CCST Dossier(s) by ECHA or granting of an authorization by the European Commission is given.

(2) In accordance with applicable law, each Member shall be individually liable vis-à-vis third parties within the scope of his/her liability, if any.

(3) Members shall jointly fund their defense and damages in case of third party claims against the Consortium or any of its Members in relation to work conducted by the Consortium. If such a claim is brought, the Member must immediately inform the Manager who shall arrange for the defense to be organized.

(4) Each Member having submitted Data which has been used in the CCST Dossier(s) represents to the others (i) that it is the rightful owner or grantee of the Data and free to grant rights therein, (ii) that, to the knowledge of this Member, these Data do not infringe on the rights, in particular, but without limitation, intellectual property rights, of any third party and (iii) that this Member has not received a claim or notice of any alleged infringement.

Article 6 - CONFIDENTIALITY

(1) As used in this Agreement, 'Confidential Information' shall include, but not be limited to, all scientific, statistical, commercial or technical data, including but not limited to the composition, characteristics, properties of the Substances and processes and applications related to the Substances, as well as any information concerning the business of any of the Members and any subsidiary and/or Affiliates thereof that is (i) disclosed in writing and marked with the words "Confidential", "Proprietary" or words with a similar meaning, or (ii) disclosed orally and, at the time of disclosure, the disclosing Member identifies it as information that will be used for the purpose described above. The Members shall maintain confidentiality vis-à-vis third parties concerning all unpublished information made available to them in the context of the cooperation.

(2) The Members undertake, in relation to the Confidential Information as follows:

a) to treat such information as confidential;

b) not to disclose any of the Confidential Information to any Customer, beneficiary or other third party unless prior written approval is granted by the Member disclosing it and subject to the execution by any such third party of a confidentiality

agreement, in a form identical to this Agreement, a copy of which shall be forwarded, without delay, to the Member disclosing the Confidential Information;

c) not to use any of such information for any purpose other than for the aspects described in Article 2 (1);

d) not to analyze, test or reverse engineer or have analyzed, tested or reverse engineered any samples, formulas, combination of formulas or any technical or scientific methodology, chemistry or know-how provided by any of the Members for their components, formulations or processes;

e) not to file any patent, utility model or design application based upon the Members' information or samples.

(3) The Members may not disclose Confidential Information to any third parties for any reason whatsoever without the express written consent of the Member disclosing it. Confidential Information does not include, and, the Members shall not be under any obligation with respect to any information that:

a) was known to it on a non-confidential basis prior to receipt thereof;

b) was publicly known prior to receipt thereof;

c) became publicly known on a general basis after receipt thereof without breach of this Agreement;

d) was disclosed to it without restriction by a third party who has the right to disclose it lawfully; or

e) was developed independently by the Member, provided that it can demonstrate this through tangible evidence, without reference to or reliance upon the subject Confidential Information.

Specific Confidential Information shall not become exempt from the obligations according to Article 6 of this Agreement merely because it is embraced by general information within any of the exceptions above. Likewise, any combination of specific items of Confidential Information shall not fall within any exception merely because the specific items fall within any exception, but only if the combination itself, and its principles of operation, fall within any exception.

(4) Affiliates as well as experts, other externs and trustees, as well as employees of one or all Member(s), are not regarded as third parties for the purposes of Article 6 of this Agreement. The Members are responsible for full compliance by their Affiliates and experts, other externs and trustees, as well as employees, and shall ensure that these sign adequate confidentiality agreements (except that employees or Affiliates do not need to sign such agreements if confidentiality is adequately assured by their respective employment contracts or company policies). Members will disseminate Confidential Information to their employees, Affiliates or external experts only on a need to know basis and to the extent absolutely necessary for the purpose of this Agreement, and only if the aforementioned are contractually or otherwise obliged to keep the Confidential Information confidential.

Members that are Only Representatives are entitled to disclose information to the Principals they represent. The Principals are considered as Affiliates for the purpose of this provision.

(5) The Members acknowledge that they may become obliged, under law, to disclose Confidential Information to third parties, and such disclosure shall not constitute a breach of this Agreement. Nevertheless, immediately upon learning of such obligation, and prior to disclosure, if lawful, the respective Member shall notify the Member having disclosed the Confidential Information.

(6) The obligations of confidentiality and non-use related to Confidential Information provided by another Member shall remain in effect and shall survive membership of the Consortium as per Articles 13 (3) and (4) and Article 4 (1)(d).

(7) Nothing in this Agreement shall oblige any Member to disclose Confidential Information which in its absolute discretion it decides not to disclose.

(8) Any Member shall be entitled to disclose Confidential Information of another Member to any of its Affiliates to the extent practicable for the performance of this Agreement. The receiving Member, however, shall remain responsible for its Affiliates' compliance with the terms of this Agreement.

(9) In the event of non-compliance with the duties here above, the Members are entitled to exclude the breaching Member from any further cooperation, by 2/3 majority voting. The obligation to render compensation for damages, other remedies and injunction or other equitable relief in accordance with the applicable legal provisions shall remain unaffected notwithstanding the stipulations contained in this Agreement.

(10) Members may designate certain Confidential Information as *"Strictly Confidential"*. Such designated special Confidential Information shall be made available only to the Manager and the Technical Consultant and shall be neutralized and/or aggregated by them as the case may be before it may be disseminated and used further for elaboration of the CCST Dossier(s). The Manager / Technical Consultant shall submit the aggregation / neutralization for prior approval to the Member having disclosed the special Confidential Information.

Article 7 - WORKING OF THE CONSORTIUM

(1) The Consortium shall operate through a Steering Committee, which will exercise overall direction and control over the Consortium, a Technical Committee, which will be in charge of technical issues, and a Manager. A Technical Committee shall only be established if the Consortium has more than thirty (30) Members. In case the Technical Committee is not established, its tasks shall be carried out by the Steering Committee.

(2) Each Member in good standing shall appoint one representative and a deputy representative to the Steering Committee. The Member representatives are listed in Annex 4. Alternate representatives may be appointed under exceptional circumstances upon prior notification to the Manager. All face-to-face meetings shall be attended by one representative per Member only, unless the attendance of additional representatives and/or experts would not lead to additional substantial Cost for the Consortium. The Steering Committee may adopt detailed rules in this regard.. A Member is allowed to withdraw its representative from the Steering Committee in writing by filing a written notice to this effect with the Manager. Withdrawal shall be effective only if another representative is appointed at the same time. The Manager shall adapt Annex 4 accordingly when such changes are made.

(3) Each representative in the Steering Committee shall act for and bind the Member he/she represents with respect to all matters covered by this Agreement. A Member may also designate in writing to the Manager another Member in good standing to represent it in the

Steering Committee and to act on its behalf with regard to all matters covered by this Agreement. Any Member accepting such a mandate may represent its own interests and those of the Member it represents through a single representative, being understood that the Member representing another Member has the number of votes allocated to all the Members he represents.

(4) All decisions of the Consortium shall be taken in meetings, unless decision by written procedure of a particular item is agreed at the previous meeting, or the Chairperson of the Steering Committee so requests, or this Agreement provides otherwise. The terms of such written procedure have to be agreed in advance on a case-by-case basis.

(5) All decisions taken by the Steering Committee shall be binding on the Members and shall enter into effect on the date the minutes are considered as approved.

(6) All meetings of the Consortium (including meetings of the Steering Committee, Technical Committee and any other ad-hoc or sub groups or Submission Groups that may be created) shall have an agenda except the meetings of potentially created expert subgroups, e.g. between toxicologists and/or other technical experts, which will be recorded in terms of 'pending' and 'completed' actions.

All agendas shall be detailed and shall make a distinction between proposed measures on which the Steering Committee or the other bodies of the Consortium are asked for an opinion, issues being put forward for information or simple exchange of views, and issues on which a decision (vote) will be taken. No decision shall be taken on an item which does not appear on the agenda, unless all the Members are present at a particular meeting and consent to the amendment of the agenda and the inclusion and discussion of the additional item is made at the respective meeting.

(7) All meetings of the Consortium (including meetings of the Steering Committee, Technical Committee and any other ad-hoc or sub groups or Submission Groups that may be created) shall be minuted and have an attendance list attached to them. Minutes will be drawn up by the Manager (or Technical Consultant for Technical Committee) within seven (7) calendar days after the meeting and made available to Members (in case of Submission Groups only Submission Group Members will receive the minutes of the respective Submission Group). Minutes shall be considered as approved if none of the Members explicitly object to the Manager within a further fourteen (14) calendar days. In case of objections, the Chairperson will attempt to resolve the matter and re-circulate them in draft form within a further seven (7) calendar days. In case of continued disagreement, minutes will be discussed, possibly amended, and approved with immediate effect at the next meeting by simple majority. Any persisting disagreement will be annexed to the minutes.

(8) Invitations to Consortium meetings (including meetings of the Steering Committee, Technical Committee and any other ad-hoc or sub groups or Submission Groups that may be created) shall be issued at the latest fourteen (14) calendar days in advance and all meeting documents and the agenda have to be issued at the same time, unless in case of extreme urgency to be determined by the Manager. All meeting convocations shall be done via email to the addresses communicated to the Manager by the Members; electronic delivery receipt shall constitute proof of delivery. Each Member is responsible for keeping its mailing lists up to date and to have available adequate and trained representatives for the work to be conducted.

(9) All meetings shall be conducted in Brussels (unless Members decide differently at the beginning of a calendar year) at a location to be determined by the Manager. Members have

to carry their own lodging and travel expenses in relation to the meetings of the Consortium and its bodies. Participation by phone or video rather than in person is permissible.

(10) The working language of the Consortium is English. All meetings of the Consortium and its bodies shall be conducted in the English language and all documents shall be presented and drawn up in English. No translation will be provided. Members are entitled to bring their translators at their own expense if they so desire.

(11) The Steering Committee will meet at least twice every year, unless the Technical Committee or Manager requests to convene additional or fewer meetings or the Members request so by simple majority.

(12) The Steering Committee shall be managed by the Manager. The Manager shall be responsible for correct execution of the agenda of the meetings, coordination with the Technical Committee, consultants and other experts. The Steering Committee shall elect a Chairperson and a deputy Chairperson among the Members for a period of three years, which may be renewed. The Chairperson shall sign the contracts with the Manager, consultants etc. on behalf of the other Members. The Chairperson can be requested to withdraw from his position during a term by 2/3 majority vote of all Members.

The Chairperson may, on his own initiative or at the request of a Member, postpone the vote on a particular agenda item until the end of a meeting or to a later meeting if (i) a substantive change is made to the proposal during the meeting; (ii) if the text of the proposal has been submitted to the group during the meeting; or (iii) if a new point has been added to the agenda.

(13) Each Member in good standing has the number of votes in the Steering Committee allocated pursuant to Article 11 (3), i.e. commensurate with the number of Cost shares. The votes for a Member that is an Only Representative shall be calculated on the basis of the natural or legal person including its Affiliates established outside the EU by whom the Only Representative is designated ('Principal'). If an Only Representative represents more than one Principal, it will thus have a number of votes corresponding to the number of Principals and their respective Cost shares outside the EU whom it represents.

Members shall not be entitled to vote on matters related to Uses and Substances for which they have not participated in Cost sharing, and they shall in this case not be counted towards the necessary majority required. Moreover, Members not concerned shall not participate in discussions unrelated to their Uses and Substances. The Chairperson and the Manager are jointly in charge of assuring the respective confidentiality and voting rights.

(14) Unless otherwise provided for in this Agreement, the Steering Committee shall decide by two/third (2/3) majority of votes cast (i.e. votes collected from Members in good standing, regardless of presence at the meeting and regardless of nominal number of Members of the Consortium). In those cases in which this Agreement provides for a 2/3 majority of 'all Members', this requires a 2/3 majority of the nominal number of Members in good standing. If such 2/3 majority of 'all Members' cannot be attained, a new vote may be called by written procedure then requiring 2/3 majority of 'votes cast'.

(15) When required for compliance with relevant competition laws, the Steering Committee shall decide on appointing an independent third party as Trustee, for example the Manager or a technical consultant as may be appropriate depending on the type of information to be processed, for the development and processing of Data, including in cases of niche applications which are not accessible to the professional community as identified Uses, or in

the case of assessment of alternatives or substitution plans. In such event, the Trustee shall inform the Steering Committee in aggregated form concerning the information obtained, thereby observing confidentiality.

(16) The Steering Committee shall have all powers necessary to ensure that the purpose of the Agreement is achieved in the most efficient and cost-effective way. The tasks of the Steering Committee may include, inter alia:

a) decisions on funding and expenses, scope and matters of policy;

b) decisions on working and finance plan(s) and management of financial resources of the Consortium, including budgeting, funding collection and accountancy; such plans(s) inserted as Annex 1 to this Agreement;

c) appointment of external consultants / law firms etc. to perform technical, scientific, legal, administrative, management, secretarial, accounting, record keeping or other tasks necessary for the fulfillment of the purpose of the Consortium. The Steering Committee shall procure that a third party shall maintain confidentiality concerning all information made available to them through Members for that purpose. A respective obligation must be imposed upon expert or other competent externs;

d) decisions to purchase, collect and elaborate Data;

e) appointment, supervision, and removal of Manager, Trustees and other bodies, and terms of such appointments;

f) approval of the CCST Dossier(s) in whole or in parts to be submitted to ECHA and selecting the Data which will be subject to a request for confidentiality protection in accordance with Article 119 of REACH;

g) approval of financial valuations and Data compensation;

h) approval of work on the review of the CCST Dossier(s) in whole or in its parts;

i) decision(s) regarding provision of rights to third parties;

j) decision(s) on the exclusion of a Member;

k) decisions on amendments of this Agreement and/or its Annexes (except Annex 4 (contact details)) which may be amended at any time by the Manager); including upon potential amendments of REACH; or possible inclusion of other member categories (e.g. associate members);

l) ensuring competition law compliance;

m) granting rights to third parties in accordance with Article 10.

(17) The Steering Committee shall appoint the members of the Technical Committee, upon proposals by the Members of the Consortium (it is not mandatory for each Member of the Consortium to propose a Member of the Technical Committee). The Technical Committee shall be composed of a minimum of one (1) Member per Use and per Substance. The Technical Committee shall oversee and coordinate the activities of technical consultants, engaged to conduct:

a) collection and evaluation of Data, and related analytical methods and gap analysis;

b) collection and evaluation of Uses and development of exposure assessments where necessary to prepare or amend the chemical safety report(s);

c) proposal for collecting and drawing up Data for completion of the CCST Dossier(s);

d) filing of relevant Data into the IUCLID 5 database according to the decision of the Steering Committee; it being understood that the submission of the Authorization application(s) to ECHA shall be done by each Member individually, unless Members arrange differently among themselves bilaterally;

e) assessing the scientific and financial evaluations of the Data and CCST Dossier(s);

f) coordination of the overall technical work.

The Technical Committee may organize task forces or other subgroups responsible for specific issues as identified by the Technical Committee, for example for elaborating Data on individual Uses or Substances.

The decisions of the Technical Committee shall be adopted by consensus of the Members concerned, whereby in case of absence at a specific meeting, non-objection to the minutes of the respective meeting is considered approval. If consensus cannot be reached, the Technical Committee shall bring the matter before the Steering Committee, which shall have the final say. The rules of the Steering Committee concerning non-participation and non-voting for Uses or Substances for which a Member does not share the corresponding Use or Substance Cost pursuant to Article 11 (2) and (4) shall also apply to the Technical Committee and any of its subgroups.

(18) The Manager who reports to and will be appointed by the Steering Committee by 2/3 majority, shall be in charge of:

a) recordkeeping of all Data shared within the Consortium, the valuation status thereof and access rights thereto, as well as other documents related to the Consortium until December 1, 2025;

b) receiving and responding to third party enquiries;

c) calculating membership and expense allocation and invoice/credit Members accordingly, and other accounting tasks;

d) keeping an up-to-date electronically accessible list of all Members of the Consortium, representatives in the Technical Committee, in the Steering Committee, external consultants / law firms, and other issue holders of the Consortium, as the case may be;

e) handling any non-technical Confidential Information, Data and other information and documentation that may be sensitive from a competition law point of view;

f) drafting the minutes of the Steering Committee, reviewing the minutes of the Technical Committee and its subgroups with respect to competition laws;

g) overall administration of the Consortium except technical aspects to be ensured by Technical Consultant, financial management, e.g. invoicing, annual reporting to Members thereon; archiving, legal review of contractual arrangements, ad-hoc legal advice on REACH related issues, competition law;

h) following the legislative developments on REACH and informing the Members thereof.

(19) The Technical Consultant who reports to and will be appointed by the Steering Committee by 2/3 majority, shall be in charge of:

a) collection and evaluation of Data from Members, and third parties; preparing the CCST Dossier(s);

b) management, preparation and minute taking for the Technical Committee and its subgroups and interaction with the Steering Committee;

c) handling any technical Confidential Information, Data and other information and documentation that may be sensitive from a competition law point of view;

d) preparation of the work and finance plan in conjunction with the Manager;

e) interaction with ECHA in cooperation with the Steering Committee, national authorities, and technical contractors that may be employed the Consortium, including for the latter supervision / processing of purchase orders for Data in line with the approved working plan;

f) following the technical developments on REACH and informing the Members thereof.

(20) Upon proposal of the Manager, the Steering Committee shall adopt a work and finance plan concerning the planned activities until the completion of the CCST Dossier(s) will have taken place. The work and finance plan shall be updated annually and is attached to this Agreement as Annex 1.

(21) The Chairperson and the Manager shall make their best efforts to ensure that there are no information exchanges or any other type of activities that would contravene Articles 101 and 102 of the Treaty on the Functioning of the European Union. In case of doubt, the Chairperson and Manager may seek legal advice either from the Manager or if necessary from another expert. Should the risk of an infringement be identified, the Chairperson and/or Manager shall propose to the Steering Committee to appoint an external expert (Trustee), who would receive and compile such information and return it to the Members in an aggregated form that does not trigger the application of the EU competition rules. The Steering Committee shall appoint such Trustee. The Trustee shall agree to and observe confidentiality and secrecy with respect to Confidential Information provided by Members of the Consortium; he/she shall conclude a confidentiality agreement with the Members of the Consortium.

(22) Correspondence relating to the Steering Committee shall be addressed to the Manager. Correspondence for the Members shall be addressed to each Member at the address contained in Annex 4.

Article 8 – EXISTING DATA

(1) The review of Members' existing Data and of third parties' Data potentially made available for free or against compensation for the purpose of being used as part of the CCST Dossier(s) either as such or after revision will be conducted by the Technical Committee assisted by a Technical Consultant. Within sixty (60) days after the Effective Date, all Members will make available to the Technical Committee their existing Data. Any exposure data owned by Members shall be made available by them for free.

(2) The Technical Consultant will assess the scientific and financial value of the Data made available in accordance with paragraph (1) on the basis of generally recognized valuation rules normally used for REACH registration and in accordance with best industry practice. The assessment will then be submitted for approval to the Steering Committee. Each Member shall consent to its existing Data being used as part of the CCST Dossier(s). In as far as existing Data is co-owned by third parties, Members shall make best efforts to assist the Consortium Members to obtain a license to use such data at an adequate cost.

(3) The Cost compensation for Members' existing Data shall be allocated to the contributing Members in equal parts unless they have previously among themselves and any potential third party co-owners mutually agreed on another allocation key.

(4) All payments due to Members from other Members shall be made sixty (60) days after the invoice date.

(5) The rights to Members' existing Data shall be retained by the Member who presented the existing Data. The other Members having made a payment in accordance with the Cost will have the ability to use and/or refer to the respective Data for their Authorization application(s). Those other Members shall obtain a copy of the Data. The right to use, however, is non-transferable or assignable and it does not give citation rights in other parts of the world outside the EU, nor does it give any ownership or data compensation rights to such Data, or allow the other Members to obtain a hard copy of the Members' existing Data used. Only the holder of the right(s) pursuant to sentence 1 shall be entitled to use the Data or to grant a right for the use of them to third parties for purposes other than the purposes of this Consortium to the extent not otherwise provided for in the individual case.

(6) The Consortium Members, through decision of the Steering Committee, may jointly grant access to third parties to cite and rely upon the existing Data of a Member in accordance with Article 10.

(7) Any use of Member's existing Data by Members outside the conditions set forth in Article 8 is subject to negotiations and an agreement outside the scope of this Agreement and does not involve, in any way, the Consortium.

(8) The Consortium Members, through decision of the Steering Committee, may jointly purchase rights to existing Data of third parties, including from CTAC ('Third Party Data'). The compensation and use rights for such Data shall be determined by contract with the Consortium. If a contractual agreement cannot be reached, the relevant rules of the REACH Regulation (Article 27 to 30) shall apply.

Article 9 – NEW DATA

(1) This Agreement shall confer joint ownership rights and joint data compensation rights to the Members in any Data that they elaborate together or engage experts to draw up. Specifically, as regards such 'New Data', each Member will individually have the right to:

a) disclose, use and distribute the Data within its own legal entity including its Affiliates; as well as to the Principal represented in case of Members that act as Only Representatives;

b) prepare abridgements, condensations of, and use and distribute these;

c) disclose, use and distribute the final reports (including supporting documentation and data) with any governmental authority;

d) disclose, use and distribute the final reports (including supporting documentation and data) to those to whom the Members are obliged by law to make such disclosure.

(2) Any such Data generated or developed jointly by the Members in accordance with this Agreement shall be owned jointly by the Members provided that the individual Members have contributed to the Costs thereof in accordance with the Cost allocation method set out in Article 11 of this Agreement. Each of the joint owners shall obtain a copy of the Data. The New Data referred to in the first sentence may be used by the Members who have contributed to the Costs thereof *for their own purposes, and their Affiliate' purposes, for any purposes anywhere, not restricted to REACH, including for REACH authorization of other substances (such other substances not including chromium trioxide due to coverage by CTAC) and/or uses for which it is suitable.* In the case of Members that are Only Representatives, this right of use extends to the Principal represented, and its Affiliates in accordance with the aforesaid rule on Affiliates. Members and their Affiliates shall not for a period of twelve (12) years from the date of initial submission to the Agency sell, license or otherwise make available to third parties such Data without prior written approval by a 2/3 majority of the remaining owners who have financially contributed to the Costs thereof unless otherwise agreed by the Members.

(3) Any such New Data shall be regarded as confidential and joint proprietary data of the Consortium Members. Subject to the other relevant provisions of this Agreement, each Member agrees, on behalf of itself and its employees, agents, contractors, Principals and Affiliates, to maintain all New Data in strict confidence and not to license or disclose it in any way to any third party without the prior written authorization of all Members of the Consortium. In case a Member would want to license or disclose New Data to a third party, it shall first inform the Chairperson of its intention who shall bring the matter up at the next meeting of the Steering Committee. Upon request of the Member concerned, the name of the third party to whom the Member wants to license or disclose the New Data may not be disclosed to any of the other Members, but shall be disclosed to the Manager.

(4) Notwithstanding this Agreement, a Member may use the New Data in connection with any civil or criminal litigation in which the Member is a named party or where such Data is the subject of a judicial subpoena (provided such Data is the subject to an appropriate protective order). Prior to submission in connection with such litigation, the Member shall obtain approval of the Steering Committee for any submission and shall provide a copy of the court

order.

(5) The Steering Committee shall have the right to negotiate licenses with and receive compensation for said licenses relating to New Data from third parties. Any compensation paid to the Consortium by third parties with respect to such New Data shall be distributed to the Members proportionate to the Cost they have contributed to the development of such New Data previously.

Article 10 - LETTERS OF ACCESS

(1) The Steering Committee shall have the right to negotiate granting access to third parties to use, or refer to the CCST Dossier(s) prepared for submission to ECHA, by means of a Letter of Access.

(2) The Letter of Access will be granted against payment of the Substance Costs, the Use Costs and the Common Costs calculated for the CCST Dossier(s) sought by the Letter of Access applicant, whereby the size of the Letter of Access applicant will be taken into account for the Cost calculation in accordance with the principles for Members set out in Article 11 (3). In addition, a premium will be charged which will be 50% of the Common Costs, the Substance Costs and the Use Costs until the latest date of application set in Annex XIV REACH; or 100% premium of the Common Costs, the Substance Costs and the Use Costs at any point in time thereafter. In both cases, a handling fee of €1,500 will be charged to reimburse the Manager for its work in relation to the administrative handling of the Letter of Access application and invoicing. The amounts so received will be divided by the total number of votes of the total number of Members' in good standing, who have contributed to the Common Costs, the Substance Costs and the Use Costs of the respective Data and thereafter will be allocated to each such Member in accordance with such Member's number of votes pursuant to Article 11 (3).

(3) The use and/or referral right shall remain valid as long as the third party has a valid Authorization relying upon the CCST Dossier(s) and/or Data contained therein. The Letter of Access may only be used by the third party to support its own and Affiliates' own authorizations of the Substance(s) and Uses for which it was issued for purposes of REACH. Under no circumstances will the third party be allowed to cite or otherwise make use of the Data or CCST Dossier(s) for other purposes, or to use it to fulfill any other regulatory requirements, within and/or outside the European Union, unless this is specifically agreed to in the terms of the Letter of Access. Under no circumstances shall the third party be entitled to use the Data for purposes that are not expressly authorized by the Consortium.

Article 11 – COSTS – COST SHARING

(1) Costs ('Cost(s)') of the Consortium shall consist of all contract charges, legal, accounting and other professional fees and all other expenses reasonably incurred in the performance of the activities of the Consortium under sound accounting practices, including collection and validation of Data, introduction of Data in electronic files, technical studies and research, participation of experts, technical meetings, and more generally all activities of the Consortium, provided those activities have been approved by the Steering Committee.

(2) Costs common to all Members shall be denominated as 'Common Costs'. All Consortium management costs (Consortium Manager) shall be Common Costs. Costs related to individual Substances shall be denominated as 'Substance Costs'. Costs related to supporting individual Uses shall be denominated as 'Use Costs'. Use Costs shall not include any cost related to generating and filling company specific information into the Authorization

application that is specific to a Member and cannot be used for another applicant (e.g. specifics of exposure, specifics of a substitution plan). The Manager may determine when this is the case. Any Costs that have been incurred prior to a Member adhering to a Substance and Use shall be included into that Member's Substance and Use Cost.

(3) Common Costs shall be shared by dividing them into equal shares according to the number of total votes of all Members, each Member bearing the Costs commensurate with its number of votes. A Member with one vote shall be allocated one Common Cost share, a Member with two votes shall be allocated two Common Cost shares. An Only Representative representing several Principals will be counted for purposes of this provision based on the number of Principals he represents, i.e. if an Only Representative represents three Principals, he will have to pay the Common Costs for three Members whose voting rights and thus Cost shares are determined individually for each of them based on the same formula as for the other Members.

The number of Votes shall be determined based on the size of the Member at the Effective Date using the same ***cumulative*** criteria (and including worldwide linkages and partners) as are applicable to determine the ECHA administrative fees for Authorization applications pursuant to Annex VI of Regulation 340/2008[7] in conjunction with Commission Recommendation 2003/361/EC.[8]

Large enterprise	Employs 250 persons or more; ***or***	Annual turnover exceeding €50 Million and/or annual balance sheet exceeding €43 Million	Two (2) votes
SME	Employs less than 250 persons; ***and***	Annual turnover €50 Million or less and/or annual balance sheet €43 Million or less	One (1) vote

For purposes of accountability, the sizes notified by Members at the Effective Date shall be fixed for the duration of the Consortium, regardless of any changes of individual Members during the life of the Consortium. However, the Manager shall have the right, at the cost of the individual Member concerned, and during the entire life time of the Consortium, to request and to carry out a third party audit of the accuracy of the size notified. In case the audit reveals that a Member had notified an incorrect size, the Consortium Member shall automatically be considered in default and may be expelled from the Consortium, thereby automatically losing its rights to compensation from Letters of Access.

(4) Substance(s) Costs and Use Costs shall be shared along the same principles as the Common Costs under (3) above among those Members that have notified their interest in the specific Substance(s) and Use to the Manager at the Effective Date (or later in case of additional Substances and Uses). Should despite the broad definition of Use categories contemplated herein a Member consider its Use as confidential, it shall indicate so with the notification to the Manager. The same confidentiality rule shall also apply to notification of Substances. In such cases, the Manager shall inform the Members only about the division factor used for the

[7] Commission Regulation 340/2008 on the fees and charges payable to the European Chemicals Agency pursuant to Regulation 1907/2006, as may be amended.

[8] Commission Recommendation 2003/361 concerning the definition of micro, small and medium-sized enterprises.

specific Use and Substance(s), but shall not reveal the identity of the Member wishing to keep its Use or Substance(s) confidential. Should any Use or Substance Costs be common to more than one Use and/or Substance, the Cost so related will be split equally between the Uses and/or Substances concerned. The same shall apply to Use Costs common to several Uses. In case Uses are further subdivided into sub-categories, the cost-sharing will be per sub-category unless the Cost is common to all sub-categories of that Use.

(5) Costs of the Consortium shall be pre-funded based on the work and finance plan set out in Annex 1. This work and finance plan shall cover at least five (5) years. Pre-funding dates shall be indicated in the work and finance plan. All Costs contracted for shall be pre-funded in advance.

(6) Costs shall not include any charges for overhead, time, or out-of-pocket expenses (including for Members own external consultants, lawyers etc.) by the Members or their officers or employees, which may be incurred in connection with the activities of the Consortium, except as may be approved in exceptional cases in advance by the Steering Committee.

(7) All payments due hereunder including for Letters of Access 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 payer 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, payee receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which payee would have received and so retained had no such deduction or withholding been made or required to be made (gross-up amount). If upon application of the beneficiary any withholding tax can be reduced, or refunded, or an exemption from withholding tax is granted, payer shall file on behalf of payee for such reduction, refund or exemption. Payee shall render any assistance to payer to obtain such withholding tax reduction, refund or exemption. Payer shall be entitled to any refund of withholding taxes.

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 payer. However, payer is entitled to withhold any payment of indirect taxes unless payee has provided payer with a sufficient invoice for purposes of indirect taxation.

Article 12 - DEFAULT

(1) In addition to Article 11 (3) above, a Member may be deemed in default if it fails to pay an invoice or payment notice within sixty (60) days of invoice / payment notice date (due date). A Member may also be deemed to be in default if it uses Data or the CCST Dossier(s) other than as authorized by this Agreement or breaches the confidentiality provisions hereof. The Steering Committee shall notify in writing any Member in default. A Member in default automatically forfeits the Member's voting rights, and a Member in default shall own and shall have the right to use (subject to the terms and conditions of these Agreement) only those Data finalized as of the date of the default, unless and until said Member shall cure its default within a further thirty (30) days. A Member shall cure a default based upon failure to make payments, when due, by advancing the funds due, plus ten per cent (10%) interest from the date of default for the period between the date of default and the date of payment.

(2) If a defaulting Member cures its default based upon failure to make payments when due within thirty (30) days (after due date), any sums (including interest) so paid by the defaulting Member shall be paid to any Member or Members who advanced the defaulting Member's share of additional assessments. A Member who has failed to make payment

within sixty (60) days after due date shall automatically cease to be a Member without the necessity of further Steering Committee action.

Article 13 - DURATION AND DISSOLUTION OF THE CONSORTIUM

(1) The Consortium shall commence on the Effective Date and will continue to exist for an indefinite period unless it is terminated in accordance with the provisions of this Agreement.

(2) The Consortium may be dissolved by a decision taken by 2/3 majority vote of all Members. A respective resolution shall be taken if the purpose as defined under this Agreement has been fulfilled to its full extent.

(3) In the event of dissolution of the Consortium, there shall be a winding up of the said Consortium. All financial obligations shall be fulfilled. All rights and obligations of Members among each other and in relation to third parties resulting from this Agreement shall be settled. Article 10 of this Agreement shall survive the dissolution of the Consortium with the following modification: Article 10 shall be performed by a Trustee who shall act instead of the Steering Committee. Article 6 shall survive the dissolution of the Consortium until December 31, 2025.

(4) With regard to Data and the CCST Dossiers, the obligations specified in Article 6 of this Agreement shall survive until December 31, 2025.

Article 14 - INDIVIDUAL OBLIGATIONS

Notwithstanding the foregoing, all Members are individually obliged to comply with all relevant requirements of REACH. They shall critically assess the information submitted to or generated by the Consortium activities. They shall allocate adequate human and financial resources to the Consortium for it to fulfill its tasks. They shall fund in advance the agreed work plans and other agreed actions. They shall immediately inform the Manager of any significant change with respect to their legal status or organization.

Article 15 - FINAL PROVISIONS

(1) The legal relationships of Members with respect to this Consortium shall be governed exclusively by this Agreement. Any other arrangements do not exist or are considered null and void. This Agreement will not be construed, nor will it be implied, to constitute any license from any Member under any of the other Members' patents or trademarks. There are no promises, terms, conditions or obligations other than those contained herein.

This Agreement or the cooperation contemplated herein shall not constitute or be deemed to constitute a legal entity or partnership between the Members nor make a Member the agent or representative of another Member unless expressly stated otherwise herein. In its relations with third parties, the Consortium will not act under its own name but as a community of all its Members. The Manager shall be allowed, upon prior instruction, to act in his own name but on account of all Members concerned.

(2) Amendments to this Agreement must be in written form to be effective.

(3) Except as otherwise explicitly set out herein, no Member shall assign this Agreement or any of its rights, obligations or beneficial interests hereunder in whole or in part to any other party without the written prior 2/3 majority decision of the Steering Committee.

(4) This Agreement is subject to the laws of Belgium without giving effect to any rules on conflict of laws. All matters which are not covered by this Agreement shall be settled in accordance with the provisions of Belgian law.

(5) In case of a dispute arising out of this Agreement, the parties to the dispute shall first attempt (in good faith) to reach an amicable settlement at Steering Committee level. Should such amicable settlement fail within two (2) months after the conflict has arisen, a Member shall have the right to submit the dispute to arbitration. In such case, the issue shall be definitively decided in accordance with the rules of conciliation and arbitration of the International Chamber of Commerce (ICC). The decision shall be binding on the parties. The arbitral tribunal consists of three (3) arbitrators: each party designates one (1) arbitrator; these two (2) arbitrators then designate the third arbitrator, who acts as chairperson; the chairperson shall have a university degree in law. The arbitration award shall include a decision on who bears the cost of arbitration. Arbitration shall take place in Brussels, Belgium. The language of the arbitration proceedings shall be English. No other ways of recourse shall be available. The arbitration decision shall be binding on the parties.

(6) If a provision of this Agreement is found to be unclear or incomplete, an interpretation that best approximates the intent of the Members as expressed in this Agreement shall apply.

(7) If a provision is invalid, this does not affect the validity of the other provisions. It is deemed to be agreed upon that an admissible provision which best approximates the intent of the Members replaces the invalid provision; accordingly, the Members agree to make a respective written amendment to this Agreement without any delay.

(8) This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Members have caused this Agreement to be executed by their duly authorized representative on the date set forth next to each signature.

……

Company Name:

Representative Name:

Title:

Date:

ANNEX 1 - WORK AND FINANCE PLAN

(not updated)

Annex 1 (Part 1) - Work Plan

Task	Deadline
Communication with third parties about set-up of Consortium, press release etc.	January 15, 2013
Signature and entry into effect Consortium	March 15, 2013
Pre-funding for 2013 and any multiannual contracts to be concluded 2013	March 31, 2013
Kick-off meeting SC (TC combined)	April 15, 2013
Selection of technical consultant	April 2013
Conclusion of License Agreement with CTAC	May 20, 2013
Conclusion of License Agreements for CSR with LRs of priority Substances	June 2013
Start of work on S1	April 2013
Start of work on S3	April 2013
Start of work on S4	April 2013
Start of work on S5	April 2013
Prefunding 2014 for any annual cost not previously contractually committed for longer period	December 2013
Prefunding 2015 for any annual cost not previously contractually committed for longer period	December 2014
Finalization of work on S1	May 2014 in line with CTAC timeline
Finalization of work on S3	May 2014 in line with CTAC timeline
Finalization of work on S4	May 2014 in line with CTAC timeline
Finalization of work on S5	May 2014 in line with CTAC timeline
Pre-funding for later years for S ?	
Conclusion of all works	?

Annex 1 (Part 2) - Finance Plan – DRAFT
(not updated)

CCST draft budget (assumption : 30 Members, 8 substances, 3 uses)

Consortium Management		2013 Budget		2014 Budget		2015 Budget		2016 Budget	
		Events	Cost (Euro)	Events	Cost (Euro)	Events	Cost (Euro)	Events	Cost (Euro)
Third Party communication for signing up Consortium (recharged from Phase 1 Task Force)	MLA		€ 40,000		€ -		€ -		€ -
Steering Committee meetings (one day each) - attend & chair, establish agenda and action plan, prepare minutes and maintain a clear record of decisions and	MLA	2	€ 24,240	2	€ 25,452	2	€ 26,725	2	€ 28,061
Legal advice	MLA		€ 10,000		€ -		€ -		€ -
Annual management and archiving fee	MLA		€ 30,000		€ 31,500		€ 33,075		€ 34,729
Financial management	MLA		€ 60,000		€ 63,000		€ 66,150		€ 69,458
Extranet	MLA		€ 8,500		€ 8,500		€ 8,500		€ 8,500
LoA Management - On line IT Tool	MLA		€ -		€ 7,500		€ -		€ -
LoA Handling fee (€1,500 per LoA - number of LoAs to be confirmed - not included in the budget)	MLA		€ -		€ -		€ -		€ -
Total Consortium Management Cost			**€ 172,740**		**€ 135,952**		**€ 134,450**		**€ 140,747**

Dossier Preparation (artificially split per share but will be split per use and share)		2013 Budget		2014 Budget		2015 Budget		2016 Budget	
		Events	Cost (Euro)	Events	Cost (Euro)	Events	Cost (Euro)	Events	Cost (Euro)
Technical Consultant - Dossier preparation and meetings - raw estimate			€ 250,000		€ 250,000		€ 250,000		€ 250,000
Total Dossier Preparation Costs			**€ 250,000**		**€ 250,000**		**€ 250,000**		**€ 250,000**

TOTAL CONSORTIUM MANAGEMENT & DOSSIER PREPARATION COSTS		**€ 422,740**	**€ 385,952**	**€ 384,450**	**€ 390,747**

ANNEX 2 - ANTITRUST POLICY

In order to avoid any violation of the antitrust law regulations, the Members agree that the following activities shall be avoided:

Discussion or exchange of confidential information including on:

- companies pricing policies, customers credit terms;
- production costs, capacity, sales volumes;
- plans for production, distribution and marketing;
- changes in industry production;
- transportation rates, zone prices, freight equalization;
- company bids on new and existing contracts, company procedures for responding to bid invitations;
- marketing plans and strategies;
- information about raw material suppliers.

The Members further agree to:

- acknowledge this policy before each Consortium meeting;
- inform other company personnel involved in the work of the Consortium about the rules of this antitrust compliance policy;
- limit all discussions during meetings and elsewhere to the topics under the agreed agenda and with the restrictions above;
- protest immediately and leave the room should the discussion or any meeting activity appear to fall within the scope of the activities to be avoided;
- maintain a good record of all meetings.

CEFIC Guidance on Competition Compliance

I.

The Members shall not make any agreements concerning coordination of conduct which restrict or affect competition within the meaning of Article 101 Treaty on the Functioning of the European Union and shall observe the prohibition of abusing a dominant market position pursuant to Article 102 Treaty of the European Union:

Article 101

[Prohibition of agreements and practices distorting competition]

1. The following shall be prohibited and is incompatible with the common market: all agreements between undertakings, decisions of associations of undertakings and concerted practices which may affect trade between Member States and which have as their object or effect the prevention, restriction or distortion of competition within the common market, and in particular those which:

   (a) directly or indirectly fix purchase or selling prices or any other trading conditions;

   (b) limit or control production, markets, technical development, or investment;

   (c) share markets or sources of supply;

   (d) apply dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a competitive disadvantage;

   (e) make the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts.

2. Any agreements or decisions prohibited pursuant to this article shall be automatically void.

3. The provisions of subparagraph 1 may, however, be declared inapplicable in the case of:

   - any agreement or category of agreements between undertakings,

   - any decision or category of decisions by associations of undertakings,

   - any concerted practice or category of concerted practices,

   which contributes to improving the production or distribution of goods or to promoting technical or economic progress, while allowing consumers a fair share of the resulting benefit, and which does not:

   (a) impose on the undertakings concerned restrictions which are not indispensable to the attainment of these objectives;

   (b) afford such undertakings the possibility of eliminating competition in respect of a substantial part of the products in question.

Article 102 TFEU

[Prohibition of abuse of a dominant position within the common market]

Any abuse by one or more undertakings of a dominant position within the common market or in a substantial part of it shall be prohibited as incompatible with the internal market in so far as it may affect trade between Member States.

Such abuse may, in particular, consist in:

(a) directly or indirectly imposing unfair purchase or selling prices or other unfair trading conditions;

(b) limiting production, markets or technical development to the prejudice of consumers;

(c) applying dissimilar conditions to equivalent transactions with other trading parties, thereby placing them at a competitive disadvantage;

(d) making the conclusion of contracts subject to acceptance by the other parties of supplementary obligations which, by their nature or according to commercial usage, have no connection with the subject of such contracts.

II.

The Members of the Consortium shall act in compliance with the following checklist:

DO	DON'T
Application of competition law	
Articles 101 and 102 may be applicable to the foundation and activities of a Consortium.	Do not assume that conflicts with competition law are excluded simply by the fact that the Consortium complies with the provisions of the REACH.
Consultation in Matters of Competition Law	
An in-house legal expert or the company compliance officer or an external legal counsel should be consulted whenever there are uncertainties relating to compliance with competition law. All Consortium meetings/discussions which are not in compliance with the Code of Conduct shall be stopped until a legal expert is involved.	Do not assume that the Code of Conduct deals with all competition law issues exhaustively. Essentially, compliance with Articles 101 and 102 can be determined only on the basis of market impact in each individual case. The Code may therefore be regarded only as a source of general conduct recommendations.
Activities of the Consortium	

DO	DON'T
Cooperation within the scope of the Consortium should be restricted to the initially defined goals and purposes of the cooperation.	Pursuant to Articles 101 and 102 the following activities are prohibited within the scope of the Consortium: - Coming to arrangements on prices, markets and; - Joint boycotting of other companies; - Unjustified unequal treatment of trade partners; - The abusive exploitation of a dominant market position.
Exchange of Confidential Information	
A trustee may be involved for the exchange of confidential information, if required.	The exchange of confidential information concerning market behavior is inadmissible, specifically as it relates to - production capacities, - production or sales volumes, - import volumes, - market shares, - price policy, - distribution and marketing terms, - marketing strategies, - information regarding supplier relationships.
Documentation on Cooperation	
Minutes of all meetings of the Consortium shall be kept, which detail the subject of the meeting. The contents of the minutes shall be reviewed by an in-house legal expert or the company compliance officer prior to sending them to all participants of the Consortium. All meetings which are not in compliance with the Code of Conduct shall be stopped until a legal expert is involved.	

Cefic REACH Authorisation Competition Law Compliance Guidance[i]

First Edition - 15th December 2010

Introduction

According to Article 55 of the REACH Regulation, the aim of Authorisation is to *"ensure the good functioning of the internal market while assuring that the risk from substances of very high concern (SVHC) are properly controlled and that these substances are progressively replaced by suitable alternative substances or technologies where these are economically and technically viable. To this end all manufacturers, importers and downstream users applying for authorisations shall analyse the availability of alternatives and consider their risks, and the technical and economic feasibility of substitution".*

The overall authorisation process involves several steps including identification of SVHC, prioritisation of these substances for inclusion of Annex XIV, the listing of these substances on Annex XIV, application for authorisations, granting or refusing of authorisations and reviewing of granted authorisations.

Authorisation for a given substance will be granted if the applicant(s) can demonstrate that the risk from a specific substance/use is adequately controlled. If the risk is not adequately controlled, an authorisation may still be granted if it is proven that the socio-economic benefits outweigh the risks and there is no suitable substance/use or technology. Furthermore, REACH Authorisation may lead to substance/use substitution.

All activities become sensitive under competition law rules if carried out in co-operation with other companies. Companies entering into discussions whether and under which circumstances a REACH Authorisation should be sought, inter alia, must not collectively agree on the discontinuation of products/uses or agree on issues which may prevent, restrict or distort competition. Therefore, it is important that companies engaged in the REACH Authorisation process are aware of the competition law framework and the unequivocal need to comply with competition law.

This guidance is complementary to the Cefic "main" REACH competition law compliance guidance that is focusing on working in SIEF, Consortia and data sharing. The recommendations included in this guidance are drafted for companies engaged in REACH Authorisation. In addition, it may also be helpful for companies engaged in other legislation leading to substitution (eg the Carcinogens and Mutagens Directive) or in substitution on voluntary basis.

Who is responsible for ensuring compliance of REACH activities?

For both compliance with EU competition law rules and general compliance with the REACH Regulation:

- Each individual company remains responsible.
- Even if a company is member of a Consortium and according to the Consortium Agreement certain obligations under the REACH Regulation are shared among all consortium members, it is ultimately each company's individual responsibility to comply with the REACH Regulation and competition law rules.
- Neither Cefic, nor its Sector Groups or other Cefic groups would be responsible or liable for compliance regarding Authorisation.
- However, Cefic may provide horizontal and generic stewardship support.

Guidance

Working individually / in Consortia, SIEF or other grouping as for example a sectoral organisation

Unlike the pre-registration and registration phases of REACH, for Authorisation, companies have a choice of acting individually or grouping themselves in a Consortium or any other form of co-operation. There is no provision such as Article 29 of the REACH Regulation prescribing the co-operation of companies in preparing an Authorisation dossier and presenting arguments and files to ECHA / relevant authorities. The analysis here below is made under the assumption that work on REACH Authorisation is conducted in a co-operative way by more than one company acting in full or in part together.

Do ensure appropriate access (objective, transparent and non-discriminatory) to your activities when acting in a particular group such as a Consortia or SIEF (*for more details see Cefic main guidance on REACH Competition Law Rules Compliance).*

How to conduct discussions
If when cooperating in the Authorisation process companies may wish to engage in discussions potentially leading to de-selection and even substance substitution. Due to the sensitivity of such discussions companies need to be aware of what is and what is not allowed under competition law rules, in particular the requirement to decide autonomously on market relevant behaviour.

Do properly organise and document the discussion on Authorisation and make sure all participants know what may be discussed and what must not be discussed (eg future market behaviour), and for this; and,

Do refer to the existing *Cefic main guidance on REACH Competition Law Rules Compliance* for the exchange of information and use an independent third party or trustee if needed.

Participation in formal or informal stakeholder consultation from ECHA or Member State Competent Authority – Advocacy[ii] (Annex XIV and Annex XV dossiers)
In the context of consultation companies may act individually or together within a group. Advocacy of a group would normally not raise EU competition law concerns. REACH, and in particular the Authorisation process, however, might trigger elimination of substances from the markets which would come as a natural result of the REACH legislation and not as a result of any anti-competitive agreement or concerted practice. When engaging in advocacy, pay attention to the way you communicate in order to avoid any misunderstanding and always remember:

Do make reference to objective criteria and be careful to avoid disclosing your commercial strategy when deciding upon arguments on which your advocacy is to be based;

Do present possible alternatives without unduly giving the impression that these are the only alternatives;

Do not misuse the process to either boycott a substance/use, or foreclose the market; and,

Do not use REACH advocacy as a tool to denigrate or boycott other substances/use, or producers/users, or non-European substances/uses or producers/users of other substances/use.

Talking to Clients, Users and other companies along the supply chain
These meetings may be sensitive from a competition law perspective.

Do make the distinction between general non-commercial contacts along the chain which can be made by companies acting together subject to the rules here below and individual commercial contacts between each company and their respective clients;

Do ensure all meetings have a proper written agenda communicated in advance, and proper minutes;

Do spend a few moments at the beginning of each of these meetings to remind the participants of the basics of EU competition law and REACH;

Do strictly restrict the topics discussed at meetings to those that do not raise competition law concerns, regardless of whether participants believe that certain topics are relevant REACH Authorisation issues;

Do stop the discussion if a meeting spills over into commercially sensitive topics which cannot be discussed;

Do not discuss commercially sensitive topics such as, but not limited to, prices, production volume, commercial strategy, individual or groups of customers; and,

Do not take advantage of these generic discussions, for example to, organise sharing/partitioning of clients between companies, division of market shares, division of sources of supply.

The Analysis of Alternative (AoA) and Socio Economic Analysis (SEA)

Parts of these two documents can be shared and others cannot be shared for competition law reasons. The way the production and process sharing of these documents is organised is of prime importance in view of the content of these two instruments which may be required for Authorisation such as:

Do always work via an independent third party acting as trustee for information that cannot be disclosed between competitors and/or Confidential business Information that downstream users may not wish to share (for example on uses and possible alternatives);

Such a trustee can also carry out joint AoAs, substitution plans or SEAs, particularly in those cases where a small number of competitors with large market shares wish to submit a group application;

Do consult potential applicants and others within the same supply chain at an early stage on what alternatives may be available and what the scope of the analysis of alternatives will be; and,

Do not presume that these AoAs, substitution plans, and SEAs can be handled by one of the companies co-operating by either signing a confidentiality agreement or building a "Chinese wall" as competition authorities may allege that such safeguards are insufficient.

This part of the guidance will be completed in its Second Edition to be soon published with regard to more detailed information to be provided by companies in these documents.

De-selection and substitution

De-selection and substitution is a decision to be taken by each individual company independently. The latter decision may be based on various considerations. However, once it is clear which uses and substances can be supported by each individual company, then further enquiry may be made to assess whether to work a collegial manner, while always remaining careful to observe competition law at all times. For this:

Do consider the group of potential applicants which may wish to submit a group application for the substance/use within your own supply chain and as regards the substance generally;

Do consider the relative pros and cons of group application taking into consideration the data required for the authorisation application (i.e. via 'adequate control route' or via 'SEA route'), sensitivity of data exchange/disclosure with particular entities, among other considerations;

Do assess all data to be exchanged and disclosed to other potential applicants during the application process whether in written/electronic form or verbally concerning, for example, data on use of a substance. If needed use an independent third party or trustee for this. Particularly in those cases where an applicant may be regarded as a competitor, avoid any sharing of sensitive data not objectively necessary or indispensable for the application process;

Do not exchange non-public information on costs of operation, production or distribution, or individual company information on sources of supply, costs of supply, inventories, sales, prices, profitability, and consider whether this data will be required for the application (e.g. as part of SEA); and,

Do not exchange non-public information as regards to present or future plans of individual companies concerning technology, investments, design, production, distribution or marketing of particular products.

This part of the Guidance will be completed in its Second Edition to be soon published to further develop how far company can work together on this.

Testing potential substituting substances – uses

Companies may legitimately decide to engage in joint research on suitable alternative substance/use or technology. However, it is essential that such testing be conducted in compliance with competition law, in particular as specifically giving guidance to joint research (and development). In particular, the decision whether or not to use or commercialize a given substance/use that passed the screening and testing phase or to defend it with Authorities is for each individual company to decide independently.

This part of the Guidance will be completed in its Second Edition having regard to the new competition law rules of the Commission on R&D, and Guidelines on horizontal agreements both adopted on 14th December 2010.

MODEL OF COMPANY INDIVIDUAL OPINION SURVEY TO BE CONDUCTED BY A TRUSTEE

This model can be adapted to the needs of each group and trustee to the various steps of the REACH Authorisation process.

This REACH Authorisation written survey is organized by an independent third party or trustee addressed to several companies on the following subject……

……*[introduce the purpose of this Survey]*

Please indicate your comment on the following questions :

- ……
- ……
- ……

Responses are to be sent, in writing, at the latest by …….. These will be considered by the trustee for managing …….. in the REACH Authorisation process.

Please note that responses should be prepared by each individual company based on its own, individual judgment and without discussing these with other companies. In addition, since decisions needs to be taken individually, do not share your response with other companies. The results of this survey will be used by the trustee in an appropriate form which fully complies with competition law rules.

This part of the Guidance will be completed in its Second Edition to be soon published with additional options/models.

IMPORTANT NOTE: readers of this guidance should not presume that they know all there is to know about possible application of EU competition law to REACH Authorisation just by reading this document which is designed to allow companies involved into this to make a preliminary assessment of their conduct under EU competition law. They should seek legal advice if needed, well on time.

For Cefic and its members: for further clarification and questions, contact Nicole L Maréchal, Cefic Senior Legal Counsellor & Governance Officer Tel. + 32 2 676 72 18– E-mail: nma@cefic.be

Avenue Van Nieuwenhuyse 4

B-1160 Brussels, Belgium

www.cefic.eu

[i] Competition law rules in the EU: Articles 101 & 102 TFEU (formerly Articles 81 & 82). This guidance is focused on the application of Article 101 (Cartels). However, application of Article 102 (Abuse of Dominant Position) should not be excluded.

[ii] For Cefic members see also *Cefic Guidelines on Advocacy and Communication.*

ANNEX 3 - LIST OF CONSORTIUM MEMBERS

Mr./Mrs.
Company
Tel:
Fax:
Tel direct line:
Mobile phone:
E-mail:

Affiliates: _____

_____

_____

Mr./Mrs.
Company
Tel:
Fax:
Tel direct line:
Mobile phone:
E-mail:

Affiliates: _____

_____

_____

ANNEX 4 - CONTACT DETAILS

(including of nominated representatives in various bodies of the Consortium)

Steering Committee Representatives

Mr./Mrs.
Company:
Address:
Tel:
Fax:
Tel direct line:
Mobile phone:
E-mail:

Mr./Mrs.
Company:
Address:
Tel:
Fax:
Tel direct line:
Mobile phone:
E-mail:

Technical Committee Representatives (if applicable, i.e. more than 30 Members)

Mr./Mrs.
Company:
Address:
Tel:
Fax:
Tel direct line:
Mobile phone:
E-mail:

Mr./Mrs.
Company:
Address:
Tel:
Fax:
Tel direct line:
Mobile phone:
E-mail:

Mr./Mrs.
Company:
Address:
Tel:
Fax:
Tel direct line:
Mobile phone:
E-mail:

ANNEX 5 – SUBMISSION GROUPS

(1) Scope and Tasks of Submission Groups

Submission Groups will finalize the application for authorization, have the chosen applicant(s) file it with ECHA either jointly or individually, and otherwise work together to pursue the application for authorization until it has been approved or refused by the European Commission. This includes, but is not limited to, finalization of the application for authorization on the basis of the work done under Article 2(2) above, filing the IUCLID 5 document with ECHA, responding to questions of ECHA and the public during the submission phase, and conducting a PSIS.

(2) Formation, Term and Termination of Submission Groups

a) A Submission Group is formed by a notification of the Manager sent to all Members for signature by a specified date. Members become members of the Submission Group by their signature and their onetime pre-payment (Pre-payment) for the works to be conducted by the Submission Group during the period 2014 – 2019 (as the case may be) as estimated by the Manager based upon the number of signatures. The Pre- payment has to be received within 60 days of issuance of a pre-payment notice by the Manager (Starting Date).

b) In its kick-off meeting to be organized without undue delay after the Starting Date, a Submission Group shall adopt a work plan and a Submission Group budget and shall take any other decisions necessary for the pursuance of the Submission Group's scope and tasks pursuant to Section 1 above. This may include a decision to dissolve the Submission Group if the number of Members or non-Members that have become members of the Submission Group at the Starting Date is, from an impact and financial perspective, insufficient to come to an effective Submission Group.

c) A Submission Group shall be dissolved at the kick-off meeting if no applicant for authorization has volunteered and is agreed at the kick-off meeting. If a Submission Group is dissolved, the Manager shall within 30 days prepare final invoices for any works conducted and expenses accrued and shall reimburse within a further 30 days all Submission Group members for any over-payments they previously made.

d) As an exception to c) above, Submission Groups S7 and S8 will have their Starting Date at the latest by July 31, 2016. A Member or non-Member (in case no Member has volunteered by December 3, 2014) may become member of those Submission Groups if that Member or non-Member agrees to serve as applicant for authorization and accepts the work plan and budget adopted in the Submission Group. Membership in a Submission Group of a non-Member is conditional upon purchase of a letter of access to the CCST dossier for the respective Substance pursuant to Article 10 of the Agreement and explicit acceptance by the non-Member of all terms of the Agreement by July 31, 2016.

e) The applicants for authorization selected from and by the Submission Group members shall continue to be applicants for authorization and cooperate fully as required by the Submission Group in pursuance of the application for authorization until termination of the Submission Group. The applicants for authorization

selected shall continue to supply to their respective customers the respective Substance itself or in formulations until January 22, 2019 provided the Substance can be supplied in accordance with the applicable law and provided authorization will be granted in case the Sunset Date for a Substance is earlier. For the avoidance of doubt, notwithstanding paragraph c) above, under no circumstances shall a Submission Group terminate sooner than as set-out in paragraph f) below.

f) A Submission Group shall terminate upon the publication of the authorization decision. Submission Group members may decide to continue to work together in the Submission Group for the review of their authorization after the authorization decision has been published. Such continued cooperation shall be subject to a separate agreement to be concluded in the future.

(3) Taking of Decisions

All decisions of the Submission Groups shall be made by 2/3 majority consistent with Article 7(14) of the Agreement.

(4) Cost

a) All Submission Group costs shall be shared equally commensurate to the number of votes of the respective Members as determined under Article 11(3) of the Agreement.

b) Submission Group costs are the following costs: technical consultancy and management fees to set up and run the Submission Group, to finalize the application for REACH authorization within the scope of the respective Submission Group, to file it with ECHA and to actively pursue and support that application for authorization until it has been granted or refused by the European Commission. This shall also include ECHA administrative fees for all Submission Group members that act as applicants with the limitation that only one legal entity fee for each applicant shall be included.

(5) Other

a) Submission Groups and their applicants shall not have rights to grant permissions to refer pursuant to Article 63 REACH. Such rights to third parties will be determined by the CCST Consortium as a whole on fair and reasonable terms.

b) Nothing herein obliges any Member to provide information that they consider to be proprietary.

c) Unless otherwise provided above, the provisions of the Agreement shall fully apply to the Submission Groups. If provisions of the Agreement and this Annex 5 conflict, the Annex 5 provision shall apply to the Submission Groups.