EBB
European Biodiesel Board
Avenue de Tervuren, 363 – 1150 Bruxelles
Tel: +32 (0)2 763 24 77 – Fax: +32 (0)2 763 04 57
E-mail: info@ebb-eu.org - web site: www.ebb-eu.org

EBB BIODIESEL REACH CONSORTIUM AGREEMENT

Brussels, July 15th, 2008

INDEX

THE AGREEMENT

This Consortium Agreement (hereafter, the "Agreement"), creating the EBB Biodiesel REACH Consortium (hereafter, the "Consortium"), is made effective by and among the undersigned Members listed in Appendix 1B.

PREAMBLE

WHEREAS, certain obligations are imposed within the European Union ("EU") on manufacturers and importers of Substances as such, in Preparations or in Articles, and of downstream users of Substances, under Regulation (EC) No 1907/2006 of the European Parliament and of the Council, of 18 December 2006, concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC (hereafter REACH);

WHEREAS, REACH imposes in particular Registration requirements on manufacturers and importers of Substances as such, in preparations or in articles, and this obligation imposes a financial human effort and limited time to ensure compliance;

WHEREAS, REACH requires registrants to share certain of the data required for Registration purposes; and, as the preferred option, to make joint submissions of Core Data when there are multiple registrants;

WHEREAS, REACH will affect directly or indirectly manufacturers and importers established both within and outside the EU;

WHEREAS, REACH imposes obligations to consider all stages of the life-cycle of the Substance resulting from the manufacture and identified uses; and imposes specific duties and obligations on downstream users of Substances as well as manufacturers and importers;

WHEREAS, REACH provides an opportunity to apply a grouping and read-across approach to the assessment of structurally related Substances; and

WHEREAS, the Members, having a common interest in fulfilling the requirements laid down by REACH, desire to form a Consortium open to any other interested operator through a Membership, whether or not established in the EU, in order to share human and financial resources involved in complying with this Regulation and to develop and collate, in a timely and efficient manner, the sets of information required for Registration.

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the Members agree as follows:

This revision 1 of the EBB Biodiesel REACH Consortium Agreement (EBB doc. ref. 465/REA/08) incorporates the modifications adopted by the EBB Biodiesel REACH Consortium General Assembly on November 7th, 2008.

This document has been revised at 3 points:

1) Voting rights in the Assembly under Article 20.2
2) The number of days under Article 59.4
3) The List of Substances under Appendix 1A

I. DEFINITIONS

Article 1 Definitions specified in REACH

Definitions specified in Article 3 of REACH shall apply to this Agreement.

Article 2 Definitions specific to this Agreement

Furthermore, in this Agreement, the following terms shall have the meanings indicated:

i)	"Affiliate"	means a legal entity controlling directly or indirectly a Member, controlled directly or indirectly by a Member, or under common control by two or more Members;
ii)	"Agency"	means the European Chemicals Agency as established by REACH;
iii)	"Agreement"	means this Consortium Agreement, including any attachments/appendices as possibly amended, modified, or supplemented;
iv)	"Observer"	means any natural or legal persons, as well as industry Associations that is not a potential registrant of the substances covered by this Agreement but has an interest in contributing to the achievement of the objective pursued by the Consortium, in particular by the provision of scientific and technical data.
v)	"Confidential Business Information"	means, in accordance with Article 39.2 of the WTO Agreement on Trade Related Aspects of Intellectual Property Rights (TRIPs), all Information which: (a) is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question; (b) has commercial value because it is secret; and (c) has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret;
vi)	"Direct or indirect control of another legal entity "	means that the controlling legal entity: • owns or controls more than fifty percent (50%) of the shareholders' or members' voting rights; or • has the right to appoint or remove a majority of the members of its administrative, management or supervisory body; or • has the right to exercise a dominant influence over its decisions and activities pursuant to a contract entered into with that legal entity or to a provision in its memorandum or articles of association.
vii)	"Core Data"	means data to be submitted jointly by registrants pursuant to REACH

viii)	"EU"	means the territory of the European Union;
	"Industry Association"	means an organisation that exists to promote a particular industry and to protect the interests of that industry;
ix)	"Information"	means Studies, other tests, data and information in any form whatsoever including but not limited to in writing, by email, by other tangible electronic storage medium, orally or visually, made available by a Member or any third party or generated within the framework of this Agreement. It also includes all conclusions that could be deduced from such Studies, other tests, data and information;
x)	"Letter of Access"	means a letter granting the right to refer to a Study submitted to the Agency;
xi)	"License to use"	means a letter demonstrating legitimate possession of a Study, or its copy, by a Member or third party;
xii)	"Material Breach"	means a breach of one of the following obligations of Members under this Agreement: - obligation related to payment of financial contribution; - obligation to provide existing Studies and Information. Deliberate provision of inaccurate Studies also constitutes a Material Breach; - obligation of confidentiality - Liability obligations - compliance with EU competition law
xiii)	"Member"	means the signatories to this agreement which are not Observers;
xiv)	"Registration"	means submission of the relevant parts of a Registration dossier to the Agency under REACH;
xv)	"Substance(s)"	the Substances covered by this Agreement and listed in Appendix 1.A to the Agreement;
xvi)	"Study"	means an investigation, test, or examination, which relates to intrinsic properties or to the exposure assessment or to the risk characterisation of a Substance, and which, as such, is of relevance for Registration of a Substance pursuant to REACH;
xvii)	"Importer"	means any natural or legal person who is responsible for the physical introduction into the customs territory of the Community

II. PURPOSE, SCOPE, AND DUTIES

Article 3 Purpose

3.1 The Members form the Consortium with the sole purpose of facilitating compliance with their obligations under REACH through the coordination of their regulatory efforts and activities in compliance with competition law.

3.2 More specifically, the Members aim to achieve uniform pre-Registration of the Substances and preparation and submission of Core Data for the Registration of the Substances. To that effect, they undertake to assess the substances and agree on their identity, develop grouping strategy, review and share existing data, fill data gaps, and share the costs incurred in developing missing data in accordance with this Agreement.

3.3 The Members undertake to respond collectively to requests for further Information that may be made by the competent authorities in the context of Title VI (Evaluation) of REACH, or at any other stage.

3.4 The Members also undertake to prepare collectively:

(i) argumentation concerning identification, if any, of a Substance as a substance of very high concern under Title VII (Authorisation) of REACH, and

(ii) if it becomes necessary, applications, for authorization to the Agency in the context of Title VII (Authorisation)

3.5 The activities performed by the EBB Ad Hoc Working Group on REACH as well as the presentation and follow up of detailed files for exemption of various biodiesel substances under Annex IV constitute the historic basis of this Consortium and are considered as a preliminary part of its activities.

Article 4 Scope

4.1 The Substances covered by this Agreement are listed in Appendix 1 to the Agreement.

4.2 The Consortium shall prepare the Core Data relating to a Substance only if two (2) or more Members have a declared interest in the Registration of that substance.

4.3 The collaboration resulting from this Agreement shall apply to any use of the Substances, including uses as an Intermediate, as defined in REACH.

Article 5 Duties of the Parties

5.1 In order to achieve the purpose stated in Article 3.1, the Members shall prepare the Core Data to be submitted to the Agency for each Substance at the latest by the earliest Registration deadline applicable to any of the registrants for each Substance pursuant to REACH.

5.2 In view of the strict deadlines set by REACH for the submission of the Core Data required for each Substance, the Members commit to strictly adhere to any working deadline or procedures set by the Assembly under this Agreement.

5.3 More specifically, the Members commit, through means of the Consortium, to:

i) Collaborate on pre-registration

ii) Collate and assess existing relevant data on the intrinsic properties of the Substances; agree on the financial value of the existing data, where appropriate, and the resulting fair compensation if requested by the provider; evaluate the extent to which grouping and read-across may be applied;

iii) Collate and assess existing data on exposures to the Substances, and initiate studies, as appropriate, to ensure that sufficient exposure data are available for risk characterisation; evaluate the extent to which grouping of substances or exposure-based waiving of testing may be appropriate;

iv) Prepare and initiate testing programs for those studies permitted according to REACH and required to fill data-gaps; prepare testing proposals for any tests on vertebrate animals that are considered necessary under Annex IX and/or Annex X of REACH;

v) Ensure the reliability, relevance and adequacy of the Core Data, including uses of read-across approaches, exposure-based waivers or any alternative method of testing;

vi) Prepare study summaries and robust study summaries, as appropriate;

vii) Agree on classification and labelling for the Substances;

viii) Identify candidate lead registrants for each of the Substances to be registered.

ix) Prepare the Chemical Safety Report and specify the risk management measures recommended for each identified use of the Substances

5.4 Nevertheless, any Member is entitled to consider information on uses Confidential Business Information and shall be able to prepare and submit individually a Chemical Safety Report for uses that it considers Confidential Business Information.

III. MEMBERSHIP OF THE CONSORTIUM

Article 6 Membership criteria

6.1 Membership shall be conferred by execution of this Agreement and payment of the fees and compensation required by this Agreement, including, where relevant, late Membership compensation.

6.2 Membership in the Consortium shall be open to any present manufacturer or importer of a Substance established inside or outside the EU or to any legal entity that has already established precise plans of investment in view of producing or importing biodiesel or a related Substance covered by this agreement, which is established inside or outside the EU and intends to register under REACH one or more of the Substances.

6.3 Affiliates of a Member shall have the right to use or refer to the Information of the Consortium although not being themselves Members of the Consortium. In that case, the actual Member must bear the responsibility for compliance of its Affiliates with the rights and obligations pursuant to this Agreement. Each Member shall identify all of its Affiliates to the Secretariat, and update that information as necessary and appropriate within 10 working days after the entry into force of this agreement by registered letter. If this deadline is not met, Affiliates will have to become members of this Consortium as separate legal entities.

6.4 An Affiliate may join the Consortium independently as Member, it is bound to do so when this Affiliate has different interests from the actual Member or when the deadline above is not respected.

6.5 At the latest two (2) weeks after the entry into effect of the Consortium, each Member shall inform the Secretariat in writing of the list of Substance(s) that they and their Affiliates intend to register under REACH, as well as inform the Trustee of the respective volumes per Substance for the Member and the Affiliate. New Members shall provide this information at least ten calendar days after admittance in the Consortium.

Article 7 Observer criteria

7.1 Any natural or legal person, which is not a potential registrant but which is able to promote the goals of the Consortium, in particular by providing technical or scientific data can join the consortium as Observer. Such person may particularly be an Industrial Association of producers, or of substances' importers or of downstream users

Such person may apply for admission as an Observer, subject to approval from the Steering Committee, which shall accept every application that meets all the criteria applicable to Observers (art. 22).

Article 8 Admission of new Members

8.1 The Membership criteria, a description of the admission procedure, as well as the admission fees and the data compensation conditions, shall be sent on request to any applicant for admission to the Consortium.

8.2 Any natural or legal person applying for admission as a Member, which meets the membership criteria shall become a Member upon approval of the Steering Committee.

8.3 Any new Member shall have the same rights and obligations as any existing Member, on payment of admission fees and data compensation.

8.4 All admission fees and data compensation received will be offset against the relevant sections of the Consortium budget for the calendar year in which it is received.

8.5 All applicants for membership in the Consortium shall sign a commitment to be bound by all the terms and conditions of this Agreement which shall be included in Appendix IB to this Agreement and maintained by the Secretariat.

8.6 Any refusal for admittance of an application must be based on transparent, objective and non-discriminatory justification, duly documented and addressed to the applicant. Such refusal must not have the object or effect of distorting competition in breach of EU competition law rules. The applicant may lodge an appeal of the decision of the Steering Committee before the Assembly.

Article 9 Fees and compensation due to existing Members

Any new Member shall pay:

i) Compensation for the historic costs of the Consortium, including:

- preparation of the Consortium agreement;
- previous efforts on gathering of knowledge on REACH, such as work and activities performed and agreed by the EBB Ad-Hoc Working Group on Reach;
- activities related to filing and follow up of Annex IV exemption dossiers for FAME substances
- Generic Costs already incurred by existing Members up to the date of admittance of the new Member.

ii) Their share of the Data Cost already incurred relevant for their registration obligations

The share of Data Cost to be reimbursed shall be calculated in accordance with the cost sharing model described in this Agreement, by means of a proportionate, objective and transparent reimbursement to the existing Members.

iii) The compensation of each new Member shall be increased by a “sweat equity” compensation corresponding to the efforts already invested in the Consortium by existing Members who contributed their time and effort. That compensation shall correspond to ten percent (10%) of the payments relating to points i) and ii) above.

iv) The compensation of each new Member shall also be increased by a “financial equity” compensation corresponding to the money invested in the Consortium activities by existing Members who contributed their financial resources. That increment shall correspond to an interest adjustment applied to all the payments described in points i) and ii) above and shall be equivalent to the annual average interest rate as per the Euribor® (Euro Interbank Offered Rate).

The new Member shall have the rights and obligations attached to his status from the date of payment of his share of Data Cost, of historic costs and the compensation for late admittance.

Article 10 Assignment of Membership

The assignment by a Member to a third party of all of its rights and obligations under this Agreement is possible, if approved by the Steering Committee based on the finding of the Secretariat that the third party meets the membership criteria.

Article 11 Withdrawal of a Member

A Member may withdraw from the Consortium at any time and for any reason upon giving at least thirty (30) days prior written notice to the Secretariat, by registered letter with return receipt. Upon the effectiveness of such withdrawal, the Member shall not thereafter have any rights or obligations under this Agreement, except such rights and obligations as accrued to such Member up to the date of its withdrawal and those that survive any withdrawal, as described in this Agreement. The withdrawing Member shall pay his due share of costs associated with all the costs related to the last budget approved by the Assembly while he was still a Member as well as all the costs associated with future studies that have been previously approved by the Assembly as well as. Conversely, he shall not have to compensate studies which have been approved after the date of receipt of its withdrawal notice.

Article 12 Expulsion of a Member

12.1 A Member may be expelled from the Consortium by a two third (2/3) vote of the Assembly Representatives of the quorum excluding the vote of any Assembly Representative who is also a representative of the Member subject to expulsion. Expulsion can be decided in cases where a Member:

i) - no longer meets the criteria for membership; or

ii) - has committed a Material Breach, and has failed to cure such breach within 30 calendar days after notice has been sent by the Secretariat to him.

12.2 Any expulsion must be based on transparent, objective and non-discriminatory justification, in compliance with EU competition law rules, duly documented, and addressed to the applicant. The applicant shall have an opportunity to be heard and to comment on that decision.

12.3 The Secretariat shall immediately notify the expelled Member of the decision of the Assembly, and expulsion shall be effective as of the date of the letter.

12.4 Expulsion of a defaulting Member may not affect the possibility for the other Members to initiate any legal action to remedy possible damages resulting from a material breach.

Article 13 Consequences of withdrawal and expulsion

13.1 The Members shall be entitled to make use of the Information made available by the withdrawing or expelled Member, under the conditions specified in this Agreement, provided that the withdrawing or expelled Member has been duly compensated the Information as described in this Agreement.

13.2 The rights and obligations of the withdrawing or expelled Member resulting from this Agreement cease to exist on the effective date of withdrawal or expulsion, with the exception of the confidentiality commitment, rules on studies ownership and use, any liability as well as any outstanding financial obligations or disputes under this Agreement.

13.3 The withdrawing or expelled Member shall retain the ownership rights of existing studies he provided to the Consortium. The Members shall retain the right to use or to refer to these existing Studies provided that they have duly compensated the withdrawing or expelled Member in accordance with this Agreement.

13.4 The withdrawing or expelled Member shall retain the ownership rights, right to use or to refer to all the Studies completed by the Consortium and compensated by him prior to the effective date of withdrawal or expulsion. Accordingly, the Secretariat shall notify that Member within thirty (30) days of the effective date of withdrawal or concurrently with the notice of expulsion, the list of Studies for which the Member has ownership rights or rights to refer or use.

13.5 The withdrawing or expelled Member shall also be entitled to a proportionate and transparent share of subsequent compensation for all the Studies completed by the consortium and paid by him prior to the effective date of withdrawal or expulsion, this, of course, in case a compensation is given to all the members, in case of non-compensation within the Consortium also the former Member cannot ask for a compensation.

13.6 The withdrawing or expelled Member shall remain liable for any on-going study approved by the Assembly more than thirty (30) days prior to the effective date of withdrawal or expulsion.

13.7 After the withdrawal or expulsion of a Member, the remaining Members shall take over the share of the withdrawing or expelled Member for any future costs of the Consortium, which do not bind the withdrawing or expelled Member.

IV. ORGANISATION OF THE CONSORTIUM

A. THE ASSEMBLY

Article 14 The Assembly

The activities of the Consortium shall be determined and controlled by an Assembly consisting of the authorised representatives of each of the Members.

Article 15 Composition of the Assembly

15.1 Each Member shall designate one natural person to act as its Assembly Representative. The Assembly Representative shall have suitable experience for achieving the purposes of the Consortium and have authority with regard to the Member represented in relation to decisions to be taken by the Assembly.

15.2 A substitute or replacement for an Assembly Representative (“Proxy”), either temporary or permanent, may be appointed by a Member at any time. The Member shall notify the Secretariat of the identity of the proxy, 15 days before a meeting at the latest. A Proxy can represent only one Member and no more than one.

Article 16 Chairman of the Assembly and the Executive Director of the Consortium

16.1 Assembly Representatives shall elect from amongst themselves a Chairman and a Vice-chairman, each to remain in office for a period of one year.

16.2 The Chairman shall coordinate the activities of the Assembly and organise its work with the assistance of the Vice-Chairman and the Secretariat. The Vice-Chairman shall replace the Chairman when the latter is unavailable.

16.3 At any time, upon a motion of any Member, the Assembly may be asked to vote on the removal of the Chairman and/or the Vice-Chairman and appointment of a new Chairman and/or Vice-Chairman. The motion may be adopted, and a new Chairman and/or Vice-Chairman may be elected, by a vote of the two third (2/3) of all the Assembly Representatives.

16.4 The Chairman is assisted by an executive Director. The Executive Director shall be the Co-ordinator of the Secretariat; the Executive Director manages the daily activities of the Consortium, including all of its financial activities.

Article 17 Tasks of the Assembly

The Assembly shall adopt the strategic program of the Consortium and approve the information to be submitted to the Agency. The duties of the Assembly include more specifically:

i) Adoption of the strategy of the Consortium for registration of the Substances, in terms of timetable, identification of survey and testing priorities, allocation of resources;

ii) Adoption of the strategy of the Consortium in the Substance Information Exchange Forum (SIEF) in relation to the sharing of data gathered in the context of this Consortium;

iii) Adoption of the overall work program of the Consortium;

iv) Approval of the annual budget of the Consortium and of the accounts for the previous year;

v) Modification of any provision of this agreement, including the Appendix.

vi) Designation of an external Trustee if necessary (otherwise the Secretariat acts as Trustee);

vii) Expulsion from the Consortium of a Member;

viii) Approval of Information to be submitted to the Agency in the registration dossier of the Substances

ix) Appeal from a Member of a decision adopted by the Steering Committee relating to a Substance and settlement of conflicting positions within the Committee in relation to that Substance;

Article 18 Meetings of the Assembly

18.1 Meetings in person of the Assembly Representatives shall take place at least once per calendar year in order to review the progress of the activities of the Consortium, adopt strategic orientations for further activities, or adjust the work program and timetable. Financial report of the activities of the Consortium shall be approved at least once per calendar year on that occasion.

Assembly Representatives, or their designated Proxy, shall attend ordinary meetings of the Assembly in person.

One or more representatives of both the Secretariat and the Technical Committee shall attend meetings of the Assembly to report on their activities and to receive guidance.

18.2 Meetings of the Assembly shall be held upon written notice given by the Secretariat for regular meetings, and upon written notice given by the Secretariat at the request of a majority of Assembly Representatives for special meetings. The notice shall indicate the meeting details.

The notice shall be given at least 2 calendar weeks prior to the date of the meeting, except if a shorter period is agreed by a majority of the Assembly Representatives.

18.3 Minutes of Assembly meetings shall be drafted by the Secretariat within three weeks of the meeting. The draft shall be circulated to the participants of the meeting for comment and the final version adopted by the Chairman of the Assembly. The signed minutes shall then be promptly circulated to all Members of the Consortium.

Article 19 Quorum in the Assembly

The Assembly can validly deliberate and adopt decisions if a majority of the Assembly Representatives is present or represented in the Assembly meeting. If the quorum is not met, the Secretariat shall convene another Assembly meeting at least 3 calendar weeks later. The Assembly can validly deliberate and take decisions during this second meeting even if the above mentioned quorum is not met.

Article 20 Voting rights in the Assembly

20.1 As far as possible, the representatives in the Assembly shall adopt decisions by consensus. Written ballots and votes can be cast on specific issues.

20.2 Otherwise, each Member in the Assembly is holding a number of votes corresponding to the proven quantities produced and/or imported along the last full calendar year of its Substance(s), according to the 5-level scale described below:

- level 1 (1 vote): 0 - 10.000 t/y of proven quantities produced and/or imported
- level 2 (2 votes): 10.000 - 50.000 t/y >> >>
- level 3 (3 votes) : 50.000 - 100.000 t/y >> >>
- level 4 (4 votes) : 100.000 – 500.000 t/y >> >>
- level 5 (5 votes) : more than 500.000 t/y >> >>

20.3 Voting rights being calculated on the basis of imported and/or manufactured quantities and such individual data being *per se.* Confidential Information, voting procedures must be secrete and managed by the Secretariat. In that respect, each Member shall send to the Secretariat every year by the 15th of February at the very latest an official declaration on the production and or imports figures of previous calendar year. The Secretariat shall then assign the number of votes corresponding to each Member and compile the various votes in order to determine the result of the voting procedure. The actions of the Secretariat shall be performed under confidentiality.

20.4 Double-voting for a same substance is forbidden: a non-EU producer shall not be entitled to vote if another Member importing this Substance purchased from him already votes.

20.5 When a vote concerns issues relating to a specific Substance or group of Substances, only those Members having declared their intention to register such substance or group of substances may vote. Similarly, concerning such substance or group of substances, Members are only entitled to vote on decisions concerning the data that they are required to submit according to their tonnage band.

Article 21 Adoption of decisions

21.1 When it is possible, the Assembly Representatives shall adopt decisions by consensus. Otherwise, decisions shall be adopted with a simple majority of the Assembly Representatives, or their designated Proxies, that attend the meeting.

21.2 In the case of equal numbers of votes, the motion shall be rejected.

21.3 Specific voting rules apply to the following decisions:

i) Expulsion of a member of the Consortium shall be adopted by a two-third vote of the Members;

ii) Modification of any provision of this Agreement, including any Appendix shall be adopted unanimously by all the Assembly Representatives present at the meeting. Only the modifications of Appendix 1A (list of substances) and Appendix 1B can be modified by the Secretariat according to effective modification of the list of Members decided by the Assembly and by the Steering Committee.

Article 22 Representation of Observers in the Assembly

22.1 Observers may attend Assembly meetings when matters in which they have a particular interest or concern are addressed.

22.2 Observers may submit written comments to the Assembly, via the Secretariat or the Chairman regarding matters in which they have a particular interest or concern. Observers may speak on such issues during Assembly meetings but are not entitled to vote.

22.3 Observers cannot represent one or more Members which are not present to meeting and cannot vote on their behalf.

22.4 If an Association of companies becomes an Observer, in principle all of its member companies which have the appropriate characteristics to do so should be or become separately Members of this Consortium. The Secretariat is bound to inform and raise the attention of the Steering Committee on the respect of this particular principle.

B. THE STEERING COMMITTEE

Article 23 The Steering Committee

In order to maintain the workability and efficacy of the management of the Consortium, a Steering Committee shall be set up.

Article 24 Composition of the Steering Committee

24.1 The Steering Committee shall be composed of minimum three and maximum nine Assembly Representatives elected by simple majority vote of the Assembly Representatives, including the Chairman of the Assembly an the Executive Director who are both part of the Steering Committee and can both represent the Consortium towards third parties. The members of the Steering Committee should represent as far as possible the various Members in the Consortium. In any case, the Members elected in the Steering Committee must not create a collusion of operators having the object or effect of distorting competition in breach of EU competition law rules.

24.2 If necessary for the appropriate management of the Consortium, the Members of the Steering Committee can appoint, by a two-third (2/3) vote one or more extra Members in the Committee from the Members in the Assembly.

Article 25 Chairman of the Steering Committee

The Chairman of the Assembly shall be, by rights, Chairman of the Steering Committee, who shall coordinate the activities of the Steering Committee and organise its work with the assistance of the Secretariat and of the Executive Director.

Article 26 Role and duties of the Steering Committee

The Steering Committee is competent for adopting decisions relating to some aspects of the organisation of the Consortium and the repartition of competences between its bodies. In that respect, the duties of the Steering Committee include:

i) Admission of a new Member in the Consortium, as well as decision relating to transfer of membership;

i) Identification of candidate Lead Registrants for each of the Substances and supervision of the tasks of the Lead Registrant;

ii) Appointment of external experts, if relevant, as proposed by the Technical Committee or the Secretariat;

iii) Creation of Technical sub-Committees for specific tasks, including the preparation of the Core Data for a specific substance or group of Substances;

iv) Appeal from a Member of any decision adopted by the Technical Committee or Technical Sub-Committee and settlement of conflicting positions within the such Committees;

The Steering Committee is also competent for adopting decisions relating to the daily management of the Consortium and the supervision of its activities, including:

i) Overseeing the activities of the Technical Committee, the Executive Director, the Secretariat, the Trustee and external experts;

ii) Overseeing the yearly management of the financial resources of the Consortium, including collection of funds; setting the yearly key for sharing the contribution among the Members

iii) Ensuring appropriate assessment and reporting of the results of new Studies by the Technical Committee and/or external experts;

iv) Providing guidance for and coordination of identification, collection and assessment of new and existing Information necessary for the Registration of the Substances;

v) Approving, when requested, the financial value of existing Studies provided to the Consortium by Members or by third parties that are eligible for financial compensation, based on the opinion of a Technical Committee.

Article 27 Meetings of the Steering Committee

27.1 Meetings of the Steering Committee, in person or by telephone conference, shall take place whenever necessary for the management of the Consortium and the supervision of its activities. Members of the Steering Committee cannot designate a Proxy.

27.2 One or more representatives of both the Secretariat and the Technical Committee may attend meetings of the Steering Committee to report on their activities and to receive guidance from the Steering Committee. These representatives shall not have voting rights.

27.3 Meetings of the Steering Committee shall be held upon written notice given by the Secretariat on request from the Chairman. The notice shall indicate the meeting and/or telephone conference details

27.4 Minutes of Steering Committee meetings shall be drafted and circulated by the Secretariat within 20 working days of the meeting or teleconference. The draft shall be circulated to the members of the Steering Committee for comment and the final version adopted by the Chairman of the Steering Committee. The minutes shall then be promptly circulated to the Members and Observers concerned.

Article 28 Quorum in the Steering Committee

The Steering Committee can validly deliberate and adopt decisions if a majority of its Members is present in the meeting in person or by teleconference. If the quorum is not met, the Secretariat shall convene another Steering Committee meeting at least 3 calendar weeks later.

Article 29 Voting rights in the Steering Committee

The Steering Committee can validly deliberate and adopt decisions if a majority of its members is present in the meeting in person or by teleconference. Each member of the Steering Committee has one vote. The chair has a casting vote. Written ballots can be cast on specific issues.

Article 30 Adoption of decisions by the Steering Committee

Where possible, decisions should be adopted by consensus. Otherwise, decisions shall be adopted based on a simple majority vote of the members of the Steering Committee that attend the meeting. In the case of equal numbers of votes, the motion shall be rejected.

Article 31 Dismissal of the Steering Committee

The activities and decisions of the Steering Committee shall be overviewed by the Assembly. Dismissal of the Steering Committee may be decided by a two third (2/3) vote of the Assembly Representatives.

Article 32 Appeal of the decisions of the Steering Committee

32.1 A group of at least three Members may appeal to the Assembly against any decision adopted by the Steering Committee, by lodging an appropriate justification in writing to the Chairman of the Assembly. The Chairman of the Assembly shall immediately submit the request to all the Members having an interest in the decision and if necessary convene a special meeting of the Assembly. The submission to the Members may be supplemented by the written position of the Steering Committee if the Chairman deems it appropriate.

32.2 The execution of any decision by the Steering Committee shall be suspended until the Assembly takes position on the appeal.

C. THE TECHNICAL COMMITTEE

Article 33 The Technical Committee

In order to pursue the purposes of the Consortium, the Steering committee shall set up a Technical Committee to provide technical and scientific assistance. The Members of the EBB Ad Hoc Group on REACH are automatically appointed as members of these group, unless their respective companies indicate a different person.

Article 34 Composition of the Technical Committee

The Technical Committee shall be composed of one representative from each Member ("Technical Representative"). A Member might however decide not to appoint any Technical Representative. The Technical Representative may be assisted by other delegates from the same Member, provided that such other delegates do not have any voting right. Observers might also participate in the Technical Committee without any voting right.

Article 35 Chairman of the Technical Committee and duties of the Chairman

35.1 Members of the Technical Committee shall elect from amongst themselves a Chairman to remain in office for a period of one year. The Chairman shall coordinate the activities of the Technical Committee and organise its work with the assistance of the Secretariat. In the absence of a Chairman or pending its election, the Chair is kept by the Executive Director.

35.2 The Chairman shall have responsibility for, among other things:

i) Reporting on the activities of the Technical Committee to the Assembly and to the Steering Committee;

ii) Presenting proposals for work programs to the Assembly and to the Steering Committee;

iii) Presenting to the Steering Committee proposals for studies, appointment of third parties (e.g. technical experts) and for any other activities requiring funding;

iv) Obtaining the recommendations from the Assembly and the Steering Committee on the above and reporting these recommendations to the Technical Committee.

Article 36 Role and duties of the Technical Committee

36.1 The role of the Technical Committee shall be to identify the data needs for the Registration of the Substances and to advise on the acquisition of existing Information and the development of new Information, as well as the identification of experts, as appropriate. It should also propose the grouping strategy and perform pre-registration, also giving technical support on REACH technicalities and databases.

36.2 More specifically, the duties of the Technical Committee shall include, but are not be limited to:

i) Identification of the Information needs for the Registration of the Substances;

ii) Developing a preliminary work program for the acquisition of this Information, taking account the timetable set by REACH and work that has already been conducted/commissioned by the Members, the Observers or any third party. This preliminary program, together with an estimate of the budget required, is to be presented to the Steering Committee and the Assembly for approval;

iii) Preparing refinements and updates of the preliminary work program and when necessary; presenting such refinements and updates to the Steering Committee and the Assembly for approval;

iv) Identification, validation and valuation of existing Information relevant to the Registration of the Substances;

v) Identification of data gaps that need to be filled via new Studies, after taking due account of the extent to which testing may be waived and/or surrogate data may be used for one or more of the Substances;

vi) advising on the selection of laboratories and preparation of proposals for such Studies, these to be included in the work programs to be presented to the Assembly and approved by the Steering Committee;

vii) If relevant, preparation of opinions on testing proposals to be submitted to the Agency;

viii) Assessment and reporting to the Assembly and the Steering Committee of the results of new Studies;

ix) Preparation of the Core Data for each of the Substances;

x) Preparation of proposals for the Classification and Labelling for each of the Substances. Adaptation of such Classification and Labelling if necessary following the entry into force in the EU of the Globally Harmonised System for Classification and Labelling;

xi) Preparation of the Chemical Safety Report and the guidance on safe use for the Substances;

xii) Coordination of the drafting of the technical dossiers for approval by the Steering Committee and the Assembly, before joint submission to the Agency;

xiii) Identification of appropriate technical/scientific experts to assist the Technical Committee in the execution of its work, as necessary, subject to the appointment of the Steering Committee.

Article 37 Technical sub-Committees

The Steering Committee might decide to create one or several Technical sub-Committee(s) to assume the activities of the Technical Committee in relation to a specific Substance or group of substances. The Technical sub-Committee(s) shall be composed of the representative(s) of the Members having a vested interest in the activities of the sub-Committee. Such representatives may be assisted by observers or delegates from the same Member with no voting right.

Article 38 Meetings of the Technical Committee and Technical Sub-Committee

38.1 Meetings of the Technical Committee or any Technical sub-Committee shall be held whenever necessary to fulfil its duties, following notice of the meeting details given by the Secretariat. The activities of the Technical Committee or any Technical sub-Committee may also be conducted via teleconference as appropriate.

38.2 Minutes of Technical Committee or Technical sub-Committees meetings shall be drafted by the Secretariat within 20 working days of the meeting. The draft shall be circulated to members of the relevant Committee for comment and the final version adopted by the Chairman of the Technical Committee. The signed minutes shall be circulated to the members of the relevant Committee and to the Steering Committee.

Article 39 Decision making procedure in the Technical Committee and or sub-Committees

No specific quorum is required for the Technical Committee or Technical sub-Committees to deliberate and adopt decisions. Each Technical Representative Members in the Technical Committee or Technical sub-Committees shall have one vote. Decisions shall, as far as possible, be adopted by consensus, otherwise they are adopted by a simple majority.

Article 40 Supervision of the Technical Committee or Technical sub-Committees

The activities and the decisions and opinions of the Committees shall be reviewed by the Steering Committee.

D. THE SECRETARIAT

Article 41 The Secretariat

The EBB-European Biodiesel Board is appointed to assist in the daily management of and execution of decisions adopted by the Assembly, the Steering Committees and the Technical Committee. The Secretary General of the EBB acts as the Executive Director of the Consortium.

Article 42 Duties of the Secretariat

The duties of the Secretariat shall include, but are not be limited to:

i) Managing the financial resources of the Consortium and providing an official address;

ii) Maintaining books of account covering the costs and funds disbursed and received

by the Consortium;

iii) Providing administrative and, where possible, technical support to the Assembly, the Steering Committee, the Technical Committee and Sub-Committee;

iv) Coordinating and providing guidance for collection of the Information identified by the Technical Committee as necessary for the Registration of the Substances;

v) Receiving and holding of reports of Studies and of other Information supplied within the context of the work of the Consortium;

vi) Keeping record of the activities of the Consortium as well as the minutes of meetings;

vii) Following, with the help of the Technical Committee, the legislative and technical development of REACH and informing the Members about any relevant new development;

viii) Submitting operating and development plans, annual or periodic budgets, including proposals of future annual budgets, to the Steering Committee for approval;

ix) Coordinating and providing guidance for Information collection concerning Substance(s) covered by this Agreement;

x) Supervising compliance of the Consortium activities with EU competition law

Article 43 Accountability of the Secretariat

The Secretariat is accountable to the Steering Committee. He shall both seek guidance from and report to the Steering Committee. The Assembly may decide to remove the Secretariat by a two-third (2/3) vote of all the Members.

E. THE TRUSTEE

Article 44 The Trustee

44.1 The Secretariat shall act as Trustee to the Consortium in relation to receiving, recording and aggregating Confidential Business Information on the basis of stringent procedures that protects effectively the confidentiality required by the Members or by third parties (e.g. consultants, laboratories) unless the Assembly decides by a two third (2/3) vote to transfer the role of Trustee, either in part or in total, to another person.

44.2 The Trustee, whether the Secretariat and/or another person must in any case:

i) execute the Non-Use and Non-Disclosure Statement in Appendix 2;

ii) guarantee confidentiality, independence and absence of conflicts of interest;

V. OWNERSHIP AND USE OF EXISTING STUDIES

Article 45 Submission and evaluation of Existing Studies

45.1 The review of existing Studies for the purpose of compiling a Registration dossier will be conducted by the Technical Committee. Within two (2) weeks of the commencement date of this Agreement or within one (1) week after joining the Consortium subsequently to the commencement date, all Members shall make available to the Secretariat a list and copies of their existing Studies, provided that the Secretariat has executed the Non-Use and Non-

Disclosure Statement. The Secretariat shall make the necessary arrangement for the review of these Studies by the Technical Committee.

45.2 Alternatively, existing Studies, Licenses to Use or Letters of Access can also be purchased from third parties subject to a review from the Technical Committee.

Article 46 Ownership of existing Studies

46.1 An existing Study made available by a Member, an Observer or a third party in accordance with this Agreement shall remain at all times the sole and exclusive property of the original owner(s) of the study.

46.2 The right of Members, the Secretariat or Trustee, to review, use or refer to an existing Study that they do not own does not give such persons any ownership or data compensation right. The right to use or refer to an existing Study can only be transferred or assigned to a third party, upon the approval of the original owner(s) of the study.

Article 47 Use of existing Studies

47.1 Each Member consents to its existing Study(ies) being submitted and used as part of the Registration dossier(s) relating to Substance(s).

47.2 The Members shall have the right to use or refer to existing Studies, free of charge, for the exclusive purpose of complying with the requirements of REACH applicable to the Substances. The right of a Member does not extend to other legal person, except the Only Representative appointed by that Member, if any, who must use or refer to the Studies for the exclusive purpose of the submission.

47.3 However, the owner of an existing Study has the right to request to be compensated in accordance with the cost sharing formula described in this Agreement. Reciprocally, other Members that previously made their study available to that Member may ask him to compensate their studies in accordance with the cost sharing formula described in this Agreement. These other Members allocate that compensation to the Consortium unless they explicitly indicate that such compensation shall be allocated to them.

47.4 In cases where compensation of existing Studies is requested, the assessment of their value shall be performed by the relevant Task Force on the basis of their replacement value and in accordance with Appendix 3 to this agreement.

47.5 The rights of Members under this Article do not give a right to use or refer to Studies for purposes outside the scope of this Agreement. However, the Member(s) or third party(ies) which owns the existing study may, at its sole discretion, extend the right of other Members to use or refer to the Study(ies) for purposes and uses outside the scope of this Agreement.

VI. OWNERSHIP AND USE OF NEW STUDIES

Article 48 Development of New Studies by the Consortium

48.1 When there is no existing Study available from the Members or third parties, new Studies must be conducted to fill data gaps for the Registration dossier(s). The development of new Studies shall be approved and coordinated by the Steering Committee, with the support of the Technical Committee.

48.2 The Technical Committee will identify data gaps and how to fill these gaps taking account of opportunities such as read-across, exposure waivers or alternative test models. The Technical Committee will develop a testing protocol for the missing data in an appropriate time frame, to be approved by the Assembly. The selection of the appropriate laboratory shall be approved by the Steering Committee, based on the opinion of the Technical Committee. The laboratory

work shall be monitored by the Steering Committee with the support of the Technical Committee.

48.3 The Technical Committee shall report on a regular basis to the Steering Committee, which shall inform the Assembly on the progress made with the new Studies during its regular meetings.

Article 49 Ownership of New Studies Developed by the Consortium

49.1 The Members shall have joint ownership of the new Studies or other Information generated by the Consortium pursuant to this Agreement, to the extent that they share individually the costs of development of such Studies and/or Information in accordance with the cost sharing formula agreed upon in this Agreement. However, the owners may decide unanimously to assign the ownership to Member or third party.

49.2 Accordingly, each new Study shall refer to the joint ownership of the relevant Members of the Consortium by displaying "© [year] the Members of the EBB Biodiesel REACH Consortium".

Article 50 Use of New Studies by Members

Members which have paid their individual share of a new Study shall receive an electronic copy of it and may use it for their own purposes relating to the REACH Regulation. Any use of a Study in relation to other purposes or regulatory obligations in the EU or outside the EU is subject to a decision of the joint owners of the Study on a fair and transparent compensation.

After the termination of the Consortium, the Members need to obtain the approval of the other relevant Members, notably through the EBB, before using a Study developed in the consortium in relation to other regulatory obligations in the EU or outside the EU.

Article 51 Use of New Studies by Observers

Observers shall be granted the right to use new Studies under the terms defined in this agreement provided that they share the whole cost of development of the Studies on the basis of a fair and transparent compensation approved by the joint owners of the Study and which should be equivalent to the average of the cost paid by all the Members for that Study.

Article 52 Use of New Studies by third parties

52.1 Except where the membership right is assigned, the right of Members to use or refer to the new Study cannot be transferred or assigned to any other Member or third party.

52.2 Subject to the prior written approval of all the Members which have paid their individual share of a new Study and which jointly own the Study, the Steering Committee is competent to grant third parties with the right to refer or to use a Study developed by the Consortium. For that purpose, the Steering Committee may issue a Letter of Access or a License to Use. A Letter of Access or Licence to use shall be granted to the third party within one (1) week from the payment of an objective, proportionate and transparent compensation pursuant to this Agreement.

52.3 Any refusal of the Steering Committee to grant a Letter of Access to a Study or a Licence to Use a Study developed by the Consortium must be based on transparent, objective and non-discriminatory justification, duly documented and addressed to the applicant. Such refusal must not have the object or effect of distorting competition in breach of EU competition law rules.

52.4 The Steering Committee may allow the new Studies to be used, free of charge, for other regulatory or non-regulatory purposes which benefit the biodiesel sector as a whole.

VII. PROTECTION OF CONFIDENTIAL BUSINESS INFORMATION

Article 53 Identification of Confidential Business Information

Any Confidential Business Information shall be in writing or other tangible form (including electronic form), clearly marked as "CONFIDENTIAL" when disclosed to a receiving party. If not in a tangible form (i.e. disclosed orally or observed), the Confidential Business Information shall be identified as confidential when disclosed and confirmed as such in writing within ten (10) days after disclosure. If a Member fails to mark Confidential Business Information or to confirm its confidential nature within the deadline, the receiving party(ies) shall not be liable for the disclosure of such information.

Article 54 Non–disclosure of Confidential Business Information between members

54.1 Members may claim confidentiality of information or existing Studies within forty-five (45) days after the commencement of the Consortium or within forty-five (45) following admittance to the Consortium. The Steering Committee shall make a preliminary assessment of the claim for confidentiality and may request clarification on the reasons for which confidentiality is requested.

54.2 Based on this preliminary assessment, the Steering Committee may accept the confidentiality claim and invite the Member to disclose the information or the Study to the Trustee.

54.3 Alternatively, the Steering Committee may reject the confidentiality claim and request the Member to disclose the Information to the Trustee for independent evaluation of the relevance of the justification and, more particularly, if disclosure could jeopardize the Member's interest or have the effect of distorting competition law. The decision of the Trustee shall be binding on the Member and the Steering Committee. The cost of the Trustee's evaluation shall be shared equally by the disclosing Member and the Consortium.

Article 55 Non–disclosure of existing or new Studies to third parties

Existing or new Studies made available in the Consortium are also deemed to be Confidential Business Information which cannot be disclosed to third parties or Members that did not share the cost of development of the Studies.

Article 56 Non–disclosure of Confidential Business Information to third parties

56.1 Each Member undertakes, on its own behalf and on behalf of its officers, directors, employees, agents, and contractors, not to disclose Confidential Business Information to any person not expressly authorized under this agreement. This obligation shall extend, to the Secretariat and the Trustee, as well as, if relevant, to any other external technical, scientific, financial or legal consultant.

56.2 Confidential Business Information shall not be disclosed to Observers unless they have ratified a Non-Use and Non-Disclosure Agreement.

56.3 The non-disclosure obligation covers, where relevant:

i) Confidential Business Information disclosed by a Member to one or more of the other Members;

ii) Confidential Business Information disclosed by a Member to the Secretariat, the Trustee, or any external consultant;

iii) Existing or new Studies acquired, licensed, developed or contracted or obligated for or by the Consortium pursuant to this Agreement, which are made available to one or more of its Members.

Article 57 Ratification of a Non-Use and Non-Disclosure Statement

The commitment of the Members shall be expressly confirmed through the execution by each of them of the Non-Use and Non-Disclosure. Such obligation shall also apply to the Secretariat and the Trustee, as well as any external consultant, which would have access to Confidential Business Information. The Secretariat shall keep record of the Non-Use and Non-Disclosure Statements signed by the Members Observers and, external consultants. The Secretariat and, if relevant, the Trustee shall provide a signed Non-Use and Non-Disclosure Statement to each Party to this Agreement.

VIII. FINANCIAL ASPECTS OF THE CONSORTIUM

Article 58 Costs of the Consortium

58.1 There shall be a separate budget established for costs incurred in managing the Consortium ("Generic Costs") and costs related to the collation and development of data ("Data Costs").

58.2 The Generic Costs shall consist of all contract charges, legal, accounting and other professional fees, as well as any other expense reasonably incurred in any management and secretarial activity of the Consortium which have been approved by the Steering Committee. The Generic Costs also covers the development of any Information which benefit to all the Members of the Consortium, including the determination of the regulatory status or chemical identity of the Substances for the purpose of Pre-Registration, or the evaluation, filling and follow up of dossiers for the exemption of Substances.

58.3 The Generic Costs shall also cover the remuneration of the time, out-of-pocket expenses (i.e. expenses including travel and meeting, stationery, etc.) spent by the Secretariat and the Trustee for assisting the Consortium.

58.4 All Data Costs, including the validation of the Core Data, the inclusion of Core Data in the relevant parts of the Registration dossiers, technical studies and research, participation of external scientific or technical experts, the acquisition of existing Studies, the development of new Studies, shall be shared in accordance with the cost sharing formula set out in this agreement.

58.5 In the case where it is necessary to he Steering Committee shall approve, based on the opinion of the Technical Committee, the financial value of any existing Study on the basis of an evaluation of the scientific quality, adequacy and relevance of the Study in relation to the achievement of the purpose of the Consortium. The financial evaluation shall be based on the replacement value at the time of submission to the Consortium, including the administrative cost of preparing and implementing the testing programme.

58.6 The Generic and Data Costs shall not include any charge for the time out, out-of-pocket expenses spent by the Members, including their officers, employees or representatives, in connection with the activities of the Consortium, unless expressly approved in advance by the Steering Committee.

Article 59 Billing

59.1 The Members shall share the costs of the Consortium by means of subscription approved annually by the Assembly on proposals from the Secretariat according to the budget. The financial year shall extend from 1st January to 31st December of each calendar year.

59.2 At the beginning of the year within the first thirty (30) days after reception of their production and capacities figures, the Secretariat shall send to each Member an invoice for its respective annual subscription, sufficient to cover its respective share of the total cost of the activities projected to be incurred during the subsequent calendar year. The Assembly shall approve the budget for projected costs.

59.3 The invoices for pluri-annual budgets and the invoices for increase of budget shall be sent by the Secretariat to the relevant Members within thirty (30) days of their approval by the Assembly.

59.4 Each invoice shall be paid within sixty (60) days of its release. In case of delay of more than 10 working days after reception of a registered letter by the Secretariat a 5% fee apply. In case of delay of more than 30 additional days a 10% extra fee applies. If an invoice is not received by a Member within forty-five (45) days from the beginning of the financial year or, where relevant, one (1) month after the adoption of a pluri-annual budget applicable to that Member or the adoption of an increase of budget, the Member shall notify the Executive Director in writing, who shall instruct the Secretariat to re-issue the invoice, which shall be paid within sixty (60) days of its release.

Article 60 Annual budget, accounts and relevant books

60.1 The Secretariat shall be responsible of the accountancy of the Consortium and shall submit to the Assembly, for approval, the accounts of the past financial year and the budget for the following financial year. The Secretariat shall prepare the draft budget and the annual accounts, which shall be circulated to the Assembly well in time before the date arranged for the approval.

60.2 When the annual budget has to be increased in the course of the financial year the Assembly may adopt the necessary increase by a simple majority vote of the Assembly Representatives present at a special meeting or by written ballot.

60.3 Special pluri-annual budgets may be established by the Secretariat and approved by the Assembly for long research projects and new Studies necessary to complete the Core Data.

60.4 The Secretariat shall maintain books of account covering the costs disbursed and funds received. On a yearly basis, the Secretariat shall provide an accounting of all the costs disbursed and funds received to date. The Accounts of the Consortium shall be subject to external and independent audit on a yearly basis.

Article 61 Management of the funds of the Consortium

61.1 Until disbursed pursuant to this Agreement, all the funds of the Consortium shall be maintained by the Secretariat in guaranteed accounts.

61.2 The Secretariat shall be responsible for making any disbursement relevant for the activities of the Consortium. All earnings shall be credited by the Secretariat to the account of the Consortium.

Article 62 Cost sharing formula

62.1 Affiliates companies are themselves to be considered as Members, they must contribute independently to the expenses of the Consortium in accordance with this article.

62.2 The Generic Costs shall be shared equally among all the Members of the Consortium according to one share of the generic costs per Member and per Substance. Observers shall pay one equal share irrespective of the number of substances they are interested in. However, when a service or an activity only benefits a certain group of Members, the costs of that service or activity shall be shared only between the Consortium Members benefiting from the service or activity.

The Data Costs shall be shared equally among all the Members benefiting from the data developed for expenses up to 100.000 €. For higher expenses, the part of the expense above 100.000 € shall be shared on the basis of a variable fee proportionate to the volume of Substance or group of Substances produced and/or imported by each of these Members, as reported to the Trustee.

Observers shall share the Generic costs as the other Members but shall not share the Data Cost unless they wish to share the property of the data, or be granted a right to use or to refer to the data.

IX. LIABILITY

Article 63 Liability between the Members

63.1 Parties shall be held liable for themselves and for their officers, directors, employees, agents, and contractors.

63.2 The Members are required to exercise due care and diligence vis-à-vis other Members in observing the rights and obligations arising from this Agreement. They shall assume liability for the accuracy of the Studies they provide to the Consortium in accordance with this Agreement.

Article 64 Liability of the Members in relation to third parties

Each Member is solely liable vis-à-vis third party and shall indemnify any other Member against and hold such party harmless from all liabilities and claims in connection with any loss, damage or injury to third party resulting from its wilful misconduct or gross negligence.

Article 65 Liability related to the use of Studies

65.1 Other Members shall not be held liable for misuse of Information developed under the Agreement by one or more Members. Each Member is liable with respect to its activities and obligations outside the scope and the activities of the Consortium.

65.2 A Member shall not be held liable for misuse by other Members of Information it made available to the Consortium or developed by the Consortium, unless the wilful misconduct and gross negligence of that Member is at the origin of the misuse.

Article 66 Liability relating to compliance with the REACH regulation

Each Member is responsible for complying with its rights and obligations according to the REACH Regulation. Although the Consortium will make reasonable efforts to collect the relevant Information required for Registration, participation in the Consortium does not in any way guarantee that all Core Data required for Registration will be collated in due time for Registration, and no Member or external third party working with the Consortium can be held liable for such failure, unless in cases of wilful misconduct or gross negligence.

Article 67 Liability of the Secretariat in relation to the Members and third parties

The rights and obligations of the Secretariat in relation to the Members and third parties are detailed in the relevant parts of this Consortium agreement describing Secretariat tasks. The Members can appoint the Secretariat in order to sell or grant the use of the studies performed to third parties, in this case the revenues are assigned to the Consortium as a whole.

Article 68 Liability of the Trustee

The rights and obligations of a Trustee, whether or not also acting as Secretariat, result as well from the relevant part of this Consortium. The Trustee may maintain appropriate liability insurance for loss or disclosure in the absence of fault.

X. DURATION OF THE AGREEMENT

Article 69 Entry into effect and term

69.1 This Agreement becomes effective on July 21st, 2008.

69.2 The expiry of the Agreement shall be effective with the completion of all the purposes of the Consortium, upon a unanimous decision of the Assembly. The Studies and Information developed in common can then be assigned to the Secretariat, representing the common interest.

69.3 Before dissolution of the Consortium, all remaining rights and obligations of Members resulting from this Agreement and in relation to third parties shall be settled. However, upon dissolution of the Agreement, all rights and obligations that do not involve property, shall lapse. The provisions relating to the protection of confidentiality, data ownership, liability and settlement of disputes will survive the termination of the Agreement for an indefinite period.

XI. GENERAL PROVISIONS

Article 70 Compliance with EU competition law

70.1 Neither this Agreement nor anything contained in this Agreement is intended to restrict competition in any manner whatsoever. The Members expressly undertake to comply with applicable rules on competition law, in particular but not limited to articles 81 and 82 of the EC Treaty, as well as any applicable national laws.

70.2 The exchange of information required to operate the Consortium shall be limited to what is strictly necessary for achieving the purpose and objectives of the Consortium.

70.3 In particular, each Member agrees not to disclose to any other Member any information that relates in any way to production capacities, production volumes, sales volumes, import volumes, market shares, clients, pricing information or future business plan.

70.4 Should it become apparent at any time that, notwithstanding the above commitment, this Agreement, any provision of this Agreement, or any activity or decision of the Consortium can have a potentially restrictive effect on open and fair competition, in breach of any statutory provision, each Member undertakes immediately to take any steps necessary to remedy that situation.

70.5 The Secretariat shall particularly ensure compliance with applicable rules on Competition Law, notably by making available at any meeting or at any time on request from a Member the Recommendations for Compliance with Competition Law in Appendix 3 to this Agreement.

Article 71 Representations and warranties

Each Member represents and warrants for itself only to the other Parties that:

i) It is a duly organized, validly existing entity of the type described in the introduction to this Agreement and is in good standing under the laws of the jurisdiction of its formation, and that it has all requisite power and authority to enter into and to perform its obligations under this Agreement.

ii) Its execution, delivery, and performance of this Agreement have been duly authorized, and do not and will not:

- violate any law, rules, regulation, order, or decree applicable to it, or
- violate its organizational documents.

iii) This Agreement is a legal and binding obligation of that Party, enforceable against that Member in accordance with its terms, except to the extent enforceability is modified by bankruptcy, reorganization and other similar laws affecting the rights of creditors generally and by general principles of equity.

iv) There is no litigation pending or, to the best of its knowledge, threatened, to which such Member is a party that, if adversely determined, would have a material adverse effect on the financial condition, prospects, or business of the Consortium, or that

Member's ability to perform its obligations .

Article 72 Severability

If, for any reason a court of competent jurisdiction finds any term, clause or provision of this Agreement to be invalid or unenforceable, the validity or enforceability of any other term, clause, provision or section shall not be affected, and such invalid or unenforceable term, clause, provision or section shall be deemed deleted from this Agreement.

Article 73 Notices

Except where expressly set forth to the contrary in this Agreement, all notices, requests or consents provided for or permitted to be given under this Agreement must be in writing and must be delivered to the recipient in person, by courier or mail return receipt requested, or by facsimile, telegram, telex, cablegram or similar transmission. A notice, request or consent given under this Agreement is effective (a) upon receipt if sent by personal delivery, mail, courier, telegram or cablegram or (b) upon the sender's receipt of electronic confirmation of transmission, if sent by telex or facsimile during regular business hours on a business day or (if not sent during regular business hours or on a business day, on the next succeeding business day). All notices, requests and consents to be sent to a Member must be sent to or made at the address given for that Member in Appendix 1.B, or such other address as that Member may specify, by notice to the Secretariat, who shall circulate it to other Members.

Article 74 Legal status

The Members declare that this agreement shall not be interpreted or regarded as creating neither a company, nor a legal person. This agreement is based on the solidarity of operators subject to regulatory challenges. It formally excludes any intention to share benefits or to contribute to losses.

This Agreement shall not be deemed or construed to authorise any Member to act as an agent, servant or employee for any other Member for any purpose whatsoever except as explicitly set forth in this Agreement and for purposes of performing under this Agreement.

Article 75 Status of this Agreement

This Agreement constitutes the entire Agreement of the Parties with respect to the subject matter and supersedes all prior contracts or agreements among such parties with respect to such matters, whether oral or written.

Article 76 Effect of Waiver or Consent

A waiver or consent, express or implied, to or of any breach or default by any Member in the performance by that Member of its obligations with respect to this Agreement is not a consent or waiver to or of any other breach or default in the performance by that Member of the same or any other obligations of that Member with respect to this Agreement. Failure on the part of a Member to complain of any act of any Member or to declare any Member in default with respect to this Agreement, irrespective of how long that failure continues, does not constitute a waiver by that Member of its rights with respect to that default until the applicable statute of limitations period has run.

Article 77 Good faith

The Parties shall perform this Agreement in good faith in dealing with the other Parties, in the execution of their contractual obligations and shall not do anything which would prejudice the Consortium purposes.

Article 78 Amicable Settlement of disputes

Any dispute, controversy or claim which may arise between the Parties in connection with the interpretation of any provision of this Agreement, its validity or enforceability, or the breach or termination of it, or the implementation or omission of any of its obligations, or the evaluation of the compensation of data, shall be settled primarily by the amicable efforts of the Parties involved. The nature of the dispute shall be notified by at least one of the Parties to the Chairman of the Assembly, who shall coordinate and encourage an amicable settlement. An attempt to reach at an amicable settlement shall be deemed to have failed as soon as one of the Parties so notifies the other Parties concerned and the Chairman of the Assembly in writing.

Article 79 Arbitration

79.1 In case of absence of amicable settlement, the dispute may be resolved by Arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce in Paris.

79.2 However, any dispute regarding the disclosure of Confidential Business Information requiring urgent action through a summary judgment delivered by a Court, shall not be subject arbitration. The dispute shall be governed exclusively by Belgian law and the jurisdictional venue for the dispute shall therefore be the competent Court of Belgium.

Article 80 Judicial settlement

In case of absence of amicable settlement, the dispute shall be governed exclusively by Belgian law and the jurisdictional venue for the dispute shall therefore be the competent Court of Belgium.

Article 81 Budgetary provisions for 2008

An initial contribution of 9.500€ is due for membership in 2008.

Article 82 Signature

This Agreement shall be signed in multiple counterparts, which together shall constitute a single Agreement, which shall be held by the Secretariat.

WHEREAS, the undersigned Members have executed this Consortium Agreement as of the date indicated below.

Signature: …….

Date of the Signature: ……

Name and Title: ……..

Company/ legal entity: …….

APPENDIX 1.A

SUBSTANCES

Biodiesel Substances

1. **Biodiesel (animal)**
   EINECS# 287-322-7
   Fatty acids,animal, unsatd., Me-esters
   CAS# 85480-42-8
2. **Biodiesel (animal)**
   EINECS# 262-989-7
   Fatty acids, tallow, Me esters
   CAS# 61788-61-2
3. **Biodiesel (animal)**
   EINECS# 272-743-0
   Tallow, Me esters
   CAS# 68910-48-5
4. **Biodiesel (soy)**
   EINECS# 272-898-4
   Fatty acids, soya, Me esters
   CAS# 68919-53-9
5. **Biodiesel (soy)**
   EINECS# 267-055-2
   Soybean oil, Me esters
   CAS# 67784-80-9
6. **Biodiesel (rape)**
   EINECS# 287-828-8
   Fatty acids, rape-oil, Me esters
   CAS# 85586-25-0
7. **Biodiesel (sun)**
   EINECS# 272-900-3
   Fatty acids, sunflower-oil, Me esters
   CAS# 68919-54-0
8. **Biodiesel (palm)**
   EINECS# 293-086-6
   Fatty acids, palm-oil, Me esters
   CAS# 91051-34-2
9. **Biodiesel (vegoils)**
   EINECS# 273-606-8
   Fatty acids, vegetable-oil, Me esters
   CAS# 68990-52-3
10. **Biodiesel (mixtures, general)**
    EINECS# 267-007-0
    Fatty acids, C14-18 and C16-18-unsatd., Me esters
    CAS# 67762-26-9
11. **Biodiesel (mixtures, general)**
    EINECS# 267-015-4
    Fatty acids, C16-18 and C18-unsatd., Me esters
    CAS# 67762-38-3
12. **Biodiesel (mixtures, general)**
    EINECS# 310-005-2
    Fatty acids, C16-18 and C16-18-unsatd., Me esters
    CAS# 102047-28-9
13. **Fatty Acids C5-C20 Methyl Ester (mixtures, general)**
    EINECS# 305-591-1
    Fatty acids, C5-20, Me esters
    CAS# 94733-11-6
14. **Fatty acids, C16-20 and C16-18-unsatd., Me esters (mixtures, general)**
    EINECS# 273-090-4
    Fatty acids, C16-20 and C16-18-unsatd., Me esters
    CAS# 68937-80-4
15. **Fatty acids, C8-18 and C18-unsatd., Me esters (mixtures, general)**
    EINECS # 267-014-9
    Fatty acids, C8-18 and C18-unsatd., Me esters
    CAS # 67762-37-2
16. **Fatty acids, C14-18 and C18-unsatd., branched and linear, Me esters**
    EINECS# 286-065-8
    Fatty acids, C14-18 and C18-unsatd., branched and linear, Me esters
    CAS# 85186-80-7
17. **Fatty acids, C16-24 and C16-24-unsatd., Me esters**
    EINECS# 297-410-7
    Fatty acids, C16-24 and C16-24-unsatd., Me esters
    CAS# 93571-83-6

Glycerine

18. Glycerine
EINECS# 200-289-5
Glycerol
CAS# 56-81-5

Production Residues

19. Soapstock (vegetable oil)
EINECS# 273-178-2
Soaps, stocks, vegetable-oil
CAS# 68952-94-3

20. Soapstock (C8-18 and C18 unsatd.)
EINECS# 272-856-5
Soaps, stocks, C8-18 and C18-unsatd. alkyl
CAS# 68918-36-5

21. Acid Oils (animal and vegetable)
EINECS# 271-768-4
Soaps, stock, acidulated
CAS# 68607-87-4

22. Acid Oils (animal only)
EINECS# 284-014-4
Soaps, stocks, animal-oil, acidulated
CAS# 84776-88-5

23. Fatty Acid / Acid oils, (physical refining)
EINECS# 262-994-4
Fatty acids, vegetable oil
CAS# 61788-66-7

24. Fatty Acid / Acid oils, (vegetable oils only)
EINECS# 273-179-8
Soaps, stocks, vegetable oil, acidulated
CAS# 68952-95-4

25. Residue (Fatty matter)
EINECS# 308-943-2
Rape oil, Me esters, residues
CAS# 99035-75-3

26. Fatty Matter (Fatty Acids C6-C24 Methyl Ester Residues) (result of biodiesel distillation)
EINECS# 310-083-8
Fatty acids, C6-24 and C6-24-unsatd., Me esters, distn.residues
CAS# 102242-52-4

27. Distillation residues (Fatty acids, C16-18 and C18-unsatd., Me esters, distn. residues)
EINECS# 271-692-1
Fatty acids, C16-18 and C18-unsatd., Me esters, distn. Residues
CAS# 68604-41-1

28. Distillation residues (Fatty acids, C14-18 and C16-18-unsat., Me esters, distn. residues)
EINECS# 271-691-6
Fatty acids, C14-18 and C16-18-unsatd., Me esters, distn. Residues
CAS# 68604-40-0

APPENDIX 1.B PARTIES

[INSERT MEMBER NAME]

By:_____

Company/Legal entity:

Representative Name:

Title:

Address:

Email:

Phone:

Fax:

APPENDIX 2

This Appendix 2 is attached to and made a part of that certain Consortium Agreement dated _____. All terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

NON-USE AND NON-DISCLOSURE STATEMENT

I. OBLIGATIONS OF THE RECEIVING PARTY

The undersigned (hereafter, the Receiving Party) commit:

a) not to disclose and to protect the confidentiality of the Information, including any notes, summaries, reports, analyses or other material incorporating the Information that are derived by the Receiving Party or its or their Representatives (defined below) in whole or in part and in whatever form maintained (collectively, "Notes");

b) to use the Information and Notes only for the purpose of performing this Consortium Agreement as contemplated hereby;

c) to treat the Information and Notes with the same degree of care as it treats its own confidential information, which shall be at least a reasonable standard of care, to prevent disclosure of the Information and Notes by its officers, directors, employees (collectively, "Representatives"), to the extent necessary for the fulfilment of the obligations of the Receiving Party pursuant to REACH.

d) that prior to disclosing any Information and Notes to its Representatives as provided above, these Representatives will be advised of the confidential nature of the Information and/or Notes, and will be provided a copy of this Appendix and directed to abide by its terms.

e) to be responsible for any breach of this Appendix by it or its Representatives.

f) Non-use and non-disclosure obligations relating to data submitted to the competent Authorities in the context of Registration shall continue for twelve (12) years from the latest deadline of Registration of each of the Substances listed in Appendix 1 or, if the Information is submitted to the competent authorities after that date, from date of submission of the Information.

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

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

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

II. EXCEPTION TO CONFIDENTIALITY PROTECTION

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

Notwithstanding section I of this Appendix,

a) The Receiving Party may disclose the Information if and to the extent that such disclosure is required by law or court order, provided that the Receiving Party notifies the Disclosing Party and the Secretariat and provides them with an opportunity to defend such disclosure.

b) The Receiving Party may use the Information and Notes for compliance with laws and regulations in other non-EU jurisdictions provided that the confidentiality of the Information and Notes is guaranteed and in compliance with the Consortium Agreement. Any disclosure of the Information or Notes for purposes of compliance with non-EU regulatory requirements that could result in public disclosure of the Information or Notes shall only be permissible after prior approval from the Steering Committee.

c) The Receiving Party can disclose the Information to the professional advisers that he appointed under terms of the Confidentiality agreement.

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

a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party or its Representatives to which it has been made available;

b) was available on a non-confidential basis prior to its disclosure under the terms and conditions, as provided by this Agreement;

c) is or becomes available to the Receiving Party or its Representatives on a non-confidential basis from a source other than the Disclosing Party when such source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation with the Disclosing Party,

d) was independently developed by the Receiving Party or its Representatives, without reference to the Information, and the Receiving Party can prove such independent development of the information with written documentation.

e) is approved for release by the Assembly or the Steering Committee in compliance with Article 119 of REACH (as amended or replaced) on electronic public access with the decision for submission of a Registration Dossier; or

f) provided that the information is a Study developed by the Consortium, it is approved for public disclosure by written authorisation of the Assembly or the Steering Committee subject to any directions of the Steering Committee with respect to the extent, timing, and manner in which the Information shall be publicly disclosed,

g) is data on exposure to a Substance.

III. NO LICENCE AND INDEMNITY

(a) Nothing in this Consortium Agreement is intended to and shall not grant any right to the Receiving Party under any patent, copyright or any other intellectual property right, nor shall this Consortium Agreement grant the Receiving Party any rights in or to the Information except as expressly set forth in the Consortium Agreement.

(b) The Receiving Party acknowledges and agrees that any breach of the confidentiality provisions of the Consortium Agreement would cause immediate and extremely serious injury to Disclosing Party(ies). Should the Receiving Party violate any of the terms and conditions of confidentiality in this Consortium Agreement, the Consortium Members shall be entitled, in addition to any other remedies that maybe available, in law, in equity or otherwise, to obtain injunctive relief against the threatened breach of the confidentiality provisions of the Consortium Agreement or the continuation of any such breach, without the necessity of proving actual damage.

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

[INSERT NAME]

By:_____

Name:

Title:

Address:

Phone:

Fax:

APENDIX 3

VALUATION OF EXISTING STUDIES

a) The following rules apply for the valuation of the studies, test data and other information i) contributed by consortium members to the consortium, or ii) generated or established by the consortium, which together with the aforementioned information are made available to late members.

b) The rules also apply if, within the framework of SIEF, the Steering Committee awards third parties with usage rights to studies, test data and other information contributed to the consortium by individual members, or generated or established by the consortium within the scope of the present Agreement.

c) The aforementioned reports are initially evaluated with respect to their scientific value for registration pursuant to REACH. In a second step, their financial value is calculated through the use of various mark-ups and deductions.

d) The object of the valuation is to ensure that adequate compensation is paid to the report owner for the provision of preliminary services and that the recipients' requirement for a high quality report is satisfied.

1) Scientific Evaluation

e) The quality of the reports is determined by the relevant Task Force, or experts commissioned by the Steering Committee, in accordance with the Klimisch et al.[1] method by classifying the report into one of the following categories:

(1) reliable without restriction
(2) reliable with restrictions
(3) not reliable
(4) not assignable.

The chapter on "Categories of reliability" of the aforementioned publication elaborates in detail on the individual categories.

f) The chapter "Criteria for reliability categories" of the Klimisch et al. publication contains detailed descriptions concerning the minimum requirements for studies, which were not fully performed or documented in accordance with currently accepted standards, and were thus classified under category (2) "reliable with restrictions".

[1] H.-J. Klimisch, M. Andeae, and U. Tillmann, A systematic approach for evaluating the quality of experimental toxicological and ecotoxicological data, Regulatory Toxicology and Pharmacology 25, 1-5 (1997)

g) The allocation to the four categories must be accompanied by appropriate substantiation in accordance with the requirements described in the Klimisch et al. publication[2]. An exception is provided for the reports in category (2) “reliable with restrictions", which must be further differentiated for the purpose of the subsequent financial valuation. In this case, in addition to the requirement stated above, supplementary detailed documentation, supported by the greatest level of detail possible, must be prepared. As a rule, it should be noted that the absence of certain information must not be such that it can significantly affect the recipient’s confidence in the correctness of the results and conclusions.

h) Also studies, for which no standard protocol exists, e.g., exposure studies, must be documented and are also to be evaluated under the Klimisch et al. method.

3) Financial Valuation

i) From a scientific viewpoint, reports in category (1) “reliable without restriction" and (2) “reliable with restrictions" qualify for financial compensation, whereas reports in categories (3) “not reliable" and (4) “not assignable" are deselected from the subsequent procedure. This does not mean that the information contained in reports from the latter two categories is classified as useless. Rather, the owners are asked to make such information available free of charge.

j) The percentage factor to apply to each rating under i) is the following: 100% of the original or replacement value to category 1), 80% to category 2), 0% to category 3) and a variable factor to category 4) to be decided on a case to case basis.

k) The assessment basis for determination of the financial value of a given report is the historic value of the report. Included in this value are expenses for the following measures:

- i) Preliminary testing for determining test concentrations
- ii) Substance testing according to the standard protocol
- iii) Development of suitable analytical methods
- iv) Supplementary analyses:
  - (1) Substance characterization
  - (2) Stability in test medium
  - (3) Concentration in test medium
- v) Administrative expenses
  - (1) Processing and professional support by the commissioning party
  - (2) Travel expenses
  - (3) Archival of the test substance and raw data
  - (4) Preparation of IUCLID data set and robust summary if relevant

The calculation only includes expenses, which are documented by verifiable documentation or, if such documentation is not available, expenses that can be justified with sufficient plausibility.

l) Robust summaries contributed by the supplier or developed by experts commissioned by the Work Groups should be compensated by 30% of the value of the administrative costs

m) The decision to conduct a study involves the risk that the study results could adversely affect or prevent future substance marketing; hence, the individual member contributing a report to the consortium was exposed to the risk that the investments made in the study are of minor

[2] All reports for consideration should ideally be documented as IUCLID 5 datasets with a Robust Study Summary (if available). If the IUCLID 5 file needs to be generated, however, this may be deferred until study selection(s) for a given endpoint has been made. Generally, robust study summaries would be prepared only for the highest quality or “key” studies in a data evaluation exercise.

or no benefit. The other members of the consortium are not exposed to this risk since they already know the study result. Therefore, the contributing member is granted a fixed surcharge of 30% of experimental costs.

t) The current value of a given report is comprised of the experimental and administrative expenses, as well as the risk premium specified above.

APPENDIX 4

RECOMMENDATIONS FOR COMPLIANCE WITH COMPETITION LAW

Each Party to the REACH Biodiesel Consortium is liable for ensuring strict compliance with competition law. The following recommendations, which do not constitute an exhaustive list should be implemented by each Party, whether in the context of consortium meetings or social gatherings incidental to these meetings.

Supervise strictly

- Ensure that the actual activities of the consortium are in line with its purposes, structures and authorities, as described in the Consortium Agreement;
- Restrict cooperation to the purpose and scope defined in the Consortium Agreement;
- Stop the meeting and ensure a legal counsel representative is consulted immediately if there is any actual or perceived violation of this list of recommendation;
- Limit meeting discussions to agenda topics;
- Provide each attendee which accompanies you with a copy of this checklist;
- Have a copy these recommendations available for reference at all meetings;
- Consult with internal or external legal counsel if you have any doubt as to the application of these guidelines or any consortium activity;

Keep detailed record

- Ensure that the agenda and the minutes accurately reflect the matters which occur;
- Make sure that data is exchanged on a need to know basis and only for the objective pursued by the consortium;
- Archive the agenda, the minutes and any relevant document and ensure that they can be made available on request;
- Ensure that any individual company data is reviewed by counsel prior to disclosure;

Be vigilant

- Protest any discussion or meeting activities which appear to violate this checklist;
- Require those activities to be stopped so that a legal check can be made by a counsel;
- Dissociate from such discussion or activity and from the attendees that conduct them;
- Leave any meeting in which they continue and have it recorded in the minutes;
- Ensure that data which is commercially sensitive is not shared between competitors, but placed in confidential annexes by legal counsel;
- Involve the Trustee for exchange of information likely to affect the competition.