2022

**Letter of Access Agreement**

**of Silicon, FeSi Alloys, Silica Fume and Si/FeSi silicate under REACH Regulation 1907/2006**

**(Copyright Euroalliages AISBL-2010-Brussels)**

This Letter of Access Agreement is entered into by and between:

*(name of the Lead Registrant)*, having its legal officesin (*address of the Lead Registrant*), a Lead Company of the “Si” Consortium acting for purposes of this Agreement as Lead Registrant and on behalf of all Members of the Substance Information Exchange Forum for the substance …….. (hereinafter referred to as "**Lead Registrant**"); hereby duly represented by EUROALLIAGES AISBL, Avenue de Tervuren 168, 1150 Brussels, by virtue of a written proxy,

And (*name and address of the SIEF participant intending registration*) with pre-registration or enquiry number[…], a participant of the Substance Information Exchange Forum for the substance **........** intending to register this substance jointly under REACH (hereinafter referred to as "**Co-Registrant**")

Hereinafter referred to collectively as “the Parties”

## Preamble

Whereas the Parties to this Letter of Access Agreement (“Agreement”) have pre-registered the substance ………. ***(*EC # ……..; CAS # ………..*)*** (“Substance”) or have an enquiry number, have agreed on the identity and the sameness of the Substance and thus are participants of the same Substance Information Exchange Forum (“SIEF”) as potential registrants of the Substance under Article 29 of Regulation (EC) 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (“REACH”) **[[1]](#footnote-1)**;

WHEREAS Lead Registrant has been confirmed in this role by the members of the SIEF for the Substance;

Whereas the REACH Regulation imposes on manufacturers and importers as well as on “only representatives” the obligation to register the Substance within prescribed deadlines;

Whereas the REACH Regulation requires, subject to certain exceptions, multiple registrants of the Substance to share certain data and to jointly submit certain data to the European Chemicals Agency (“Agency”) through the Lead Registrant for purposes of joint registration of the Substance in accordance with Article 11(1) of REACH;

Whereas the «Si» Consortium defined in Article 1 of this Agreement have prepared the Joint Registration Dossier for submission to the Agency by the Lead Registrant;

Whereas Lead Registrant and members of the Si Consortium are aware that they have cooperation and data-sharing obligations with the other candidate co-registrants, in particular stemming from the REACH Regulation and the Implementing Regulation (EU) 2016/9 on joint submission and data sharing (the ‘Implementing Regulation’);

Therefore, with a view to fulfilling their regulatory obligations under the REACH Regulation with respect to joint registration of the Substance, the Parties have decided to agree on the rules regarding preparation of and the rights to participate in the joint submission of registration data by means of a letter of access to the Joint Registration Dossier.

THE PARTIES HAVE AGREED UPON THE FOLLOWING:

### TITLE I: GENERAL

## Article I. Definitions

Terms written in capital letters are defined either in the Preamble above, in this Article 1 or in other parts of this Agreement. To the extent not otherwise defined in this Agreement, any definition specified in REACH, in particular in Article 3 thereof, shall apply:

**Data Owner:** Any entity holding rights to use Information on the Substance, either as SIEF participant or as non SIEF participant.

**Confidential Information**: all oral, written and/or tangible and intangible technical, financial, business and/or other data, information or knowledge of whatever kind that is confidential, proprietary and which has been subject to reasonable steps by the person(s) lawfully in control of the information, to keep it secret. Such information include, without limitation, information relating to the Consortium present and future Members, activities, strategies, plans and concepts, volume estimates, financial data, market information, research and development plans and results, work product, analyses, compilations, studies, reports or other documents or records generated from such data and information, specifications, configurations, designs, drawings, apparatus, sketches, software, hardware, and other data and information which a disclosing member is disclosing, exchanging or sharing under this Letter of Access for the Purpose at any time during the term hereof.

**Information**: studies, other test data and information made available by any co-registrant or any third party within the framework of this Agreement

**Joint Registration Dossier**: The data that the Parties are required to submit jointly to the Agency in order to register the Substance pursuant to Article 11 (1), paragraph 2 of REACH. In this instance the Joint Registration Dossier shall also include a Chemical Safety Report (“CSR”) and Guidance on safe use as may optionally be submitted jointly pursuant to Article 11 (1), paragraph 4 of REACH.

**Letter of Access:** a correspondence from the Lead Registrant to the Co-Registrant in the form contained in Annex 1 and granting the rights referred to in Article V.

**Only Representative:** as defined in Article 8 of REACH.

**Parties:** being the signing parties to this Agreement, having the quality of either:

**Lead Registrant**: the SIEF participant agreed by the other members of the relevant SIEF to prepare and make the joint submission of certain data required for these SIEF members’ registration of the substance under REACH.

**Co-Registrant**: a SIEF participant which by signature of this Agreement confirms that it intends to make an individual registration of the Substance and for this purpose shall rely on the Joint Registration Dossier prepared by the Lead Registrant for submission to the Agency on behalf of all co-registrants. This term also covers a signatory Third Party Representative acting on behalf another legal entity which itself shall be the actual individual registrant of the Substance and beneficiary of a Letter of Access.

**Registration Deadline:** The date laid down in Article 23 of REACH before which entities wishing to benefit from the transition period to continue manufacturing or importing phase-in substances into the European Economic Area must register under REACH.

**Si Consortium**: A group of active Co-Registrants the purpose of which is the preparation of the Joint Registration Dossier for the Substance pursuant to an Agreement dated April 2009.

**SIEF**: Substance Information Exchange Forum, as provided for in Article 29 of REACH

**Substance:** ........

**Third Party**: any legal or natural person that is not a signatory to this Agreement.

**Third Party Representative**: as defined in Article 4 of REACH.

**Trustee**: an independent Third Party contracted by the Lead Registrant to carry out accounting relating to data-sharing and otherwise receiving, recording and aggregating Confidential Information provided by the Co-Registrants for purposes of effecting the submission of the Joint Registration Dossier pursuant to this Agreement.

### TITLE II: DATA SHARING AND JOINT SUBMISSION OF THE DOSSIER

### Chapter 1 - Designation and role of the Trustee

**Article II – Designation of the Trustee**

An independent Third Party has been contracted to act as the Trustee to the SIEF. The Trustee has been appointed by means of a service agreement concluded by the Lead Registrant.

**Article III – Role of the Trustee**

The Trustee is responsible for:

* 1. receiving, collecting, recording and aggregating as necessary Confidential Information and any other information which will be used in relation to the determination of costs and expenses to be paid by the Co-Registrant for a Letter of Access;
	2. managing the accounts related to the costs and expenses generated for preparation of the Joint Registration Dossier and the payments collected individually from each Co-Registrant for its Letter of Access;
	3. establishment and oversight of a bank account uniquely for these REACH purposes; and
	4. preparation and issuing invoices and financial statements foreseen by this Agreement.

### Chapter 2 - Obligations of the Lead Registrant

## Article IV. Submission and update of Joint Registration Dossier

1. According to Article 11 (1) REACH, the Parties hereto acknowledge that the Joint Registration Dossier for the Substance has been submitted to the Agency by the Lead Registrant in September 2010.

2. Notwithstanding anything to the contrary under this Agreement, the Parties remain individually responsible to comply with REACH, in particular, but not limited to, in relation to the individual submission of the information required of every registrant under Article 11(1) of REACH.

3. The Lead Registrant paid the fee (in accordance to Article 11 (4) of REACH) as invoiced by the Agency for the submission of the Joint Registration Dossier without undue delay.

4. Following submission of the Joint Registration Dossier, the Lead Registrant shall make available to the Co-Registrant the data comprising the Joint Registration Dossier in accordance with Article V, provided the Co-Registrant has fulfilled its obligations under Article VIII of this Agreement.

5. The Lead Registrant shall endeavor to update the Joint Registration Dossier when needed, to take into account of new information or requests from the Agency.

Upon demand of the Agency, whether pursuant to a review of testing proposal, dossier or substance evaluation under REACH or otherwise, The Lead Registrant shall inform the Co-Registrant in due time, and shall, to the extent possible and necessary, carry the necessary testing or others tasks and complete the Joint Registration Dossier within the requested deadline set forth by the Agency. The costs of these updates shall be shared in accordance with the provisions of Article VIII.5 to this Agreement. The Lead Registrant may decide to engage such costs only upon pre-payment by all concerned co-registrants. In the event that the Agency should adopt a decision in relation to the Substance, which decision the Lead Registrant consider challenging formally (either before the ECHA board of appeal or the General Court of the EU), the Lead Registrant shall inform the Co-Registrant accordingly and promptly discuss in good faith the merits of such a formal challenge. Should the Lead Registrant consider there is a good case for challenging the relevant Agency decision, it can proceed with such challenge on behalf of all affected Co-registrants.

## Article V. Grant of Letter of Access

1. Where a Letter of Access Request has been made pursuant to Article VII and subject to payment of the Joint Registration Compensation as specified under Article VIII of this Agreement, Lead Registrant shall issue a Letter of Access conforming to the specimen in Annex 1 hereto, which shall grant to the beneficiary of the Letter of Access the non-transferable right torefer to the joint-submission of the registration dossier which contains the data, studies and summaries, waiving argumentations, reasoning of testing proposals and/or assessments.

For the sake of clarify, this right of access includes the right to refer to the full study reports of the studies included in the registration dossier and the right to use the study summaries and robust study summaries drown from such reports.

2. Notwithstanding the foregoing, if the party requesting the Letter of Access is a Third Party Representative, the rights specified under 1 above shall be granted only for the benefit of the named legal entity(ies) represented by the Third Party Representative and duly notified to the Trustee pursuant to Article VII.2

3. The rights granted under this Article can be exercised only for the purpose of compliance with REACH.

4. The Lead Registrant cannot and does not guarantee that the Co-Registrant will be able to register immediately upon receipt of the information provided in section 1 to this Article VI. Indeed, after the 31 May 2018 deadline, the Agency may impose on the Co-Registrant to first submit an inquiry pursuant to Article 26 of REACH and to follow the process described in Articles 26 and 27 of REACH before the Co-Registrant can validly submit its registration.

## Article VI. Information on the submission of the Joint Registration Dossier

1. Provided the Co-Registrant has fulfilled its obligations under Article VIII, the Lead Registrant shall inform immediately the Co-Registrant of the creation of the joint submission object in REACH-IT and shall provide the valid security token number and the name of the joint submission.

2. The Lead Registrant shall inform immediately the Co-Registrant of the submission of the Joint Registration Dossier and shall provide Co-Registrant without undue delay with confirmation and documentation that the joint registration has been successful.

3. The valid security token shall be considered by the parties as Confidential Information.

### Chapter 3 - Obligations of the Co-Registrant

## Article VII. Letter of Access Request

1. To secure a Letter of Access, the Co-Registrant must request that the Lead Registrant issue a Letter of Access (“LoA Request”**).** The LoA Request shall contain the pre-registration or enquiry number, name and contact details of the Co-Registrant making the LoA Request (including the address to which the related invoice and the Letter of Access should be sent). The LoA Request must be addressed and sent requesting a read receipt via email to the Trustee at the following email address:trustee@bst.net, with “LETTER OF ACCESS REQUEST” identified as the subject, with copy to the representative of the Lead Registrant (Mrs. Nadia Vinck) at the following email address: vinck@euroalliages.be.

2. The Lead Registrant will supply the LoA without undue delay upon receipt of the LoA Request. However, the Lead Registrant cannot guarantee that the LoA will be received in time for the Co-Registrant to meet any particular deadline it may have to register the Substance as this will depend upon the date of receipt by the Lead Registrant of the LoA Request.

3. If the party making the LoA Request is a Third Party Representative making such request on behalf of a legal entity represented in the SIEF by that Third Party Representative, the Third Party Representative’s LoA Request must be addressed to the Trustee as specified above and under confidentiality obligations provide the pre-registration or enquiry number, name, address and other relevant data of the beneficiary legal entity. Upon submission of the Joint Registration Dossier to the Agency, the Lead Registrant shall make the submission also on behalf of such notified legal entity subject to Joint Registration Compensation being paid pursuant to Article VIII.

4. If the Co-registrant is representing several legal entities or if the Third Party Representative represents more than one entity in the SIEF, the request shall clearly identify all the legal entities requiring access to the Joint Registration Dossier by providing the pre-registration or enquiry number, name and contact details of the Legal entity (including the address to which the related invoice.

5. The Co-registrant or Third Party Representative will be asked/required to confirm the legal entity(ies) it represents as well as their related identification and contacts details on a website the Trustee will have dedicated to that effect.

## Article VIII. Joint Registration Compensation

1. Before execution by the Lead Registrant of its obligations under Article V of this Agreement, the Co-Registrant shall make payment of a Joint Registration Compensation for the preparation and submission of the Joint Registration Dossier and the grant of rights thereto by the Lead Registrant.

2. The Joint Registration Compensation will comprise following elements:

 a) Administrative expenses reasonably incurred by the Lead Registrant and Si Consortium directly related to preparation and submission of the Joint Registration Dossier for the Substance including but not limited to, secretarial, sweat equity, IT and other administrative costs, Trustee costs for management of confidential data and accounting and costs of other external experts including legal support (hereafter “Administrative Costs”).

 b) Costs of rights secured from a Data Owner to use existing study summaries and refer to full study reports needed for the Joint Registration Dossier where such rights can be transferred to the Co-Registrant, and costs of any additional studies required for registration of the Substance (new studies required under Annexes VII and VIII of REACH) (Hereafter “Data Costs”).

3. Expenses and costs comprising the Joint Registration Compensation amount shall be allocated equally in a transparent, fair and non-discriminatory way amongst the totality of those members of the Substance SIEF that need access to the relevant Information in order to register the Substance. The rules for such allocation are set out in Annex 2.

4. The Joint Registration Compensation shall be paid in one installment. This installment, i.e. the majority of the estimated costs as described in the Annex 2, shall be paid to the Trustee within the deadline set in the invoice issued. The bank account established by the Trustee for these purposes and to which payment of the installment shall be directed, will be indicated on the invoice.

The payment must include mention of “........ LoA PAYMENT” as the purpose and also the Co-Registrant’s pre-registration or enquiry number.

The Co-Registrant will receive the valid security token only after receipt of the full amount of the Joint Registration Compensation in the bank account of the Trustee. Full payment of the Joint Registration Compensation must be received by the Trustee before it can be processed.

5. In case additional studies have to be purchased or performed after submission of the Joint Registration Dossier or additional costs have to be incurred which are not covered by the Joint Registration Compensation invoice issued pursuant to paragraph 4, including costs related to the actions taken by the Lead Registrant pursuant to Article IV.5 to this Agreement, the additional cost will be divided equally between all co-registrants who need to incorporate the results of such studies into their registration dossier and shall be invoiced to such co-registrants accordingly.

6. If it becomes apparent after submission of the Joint Registration Dossier that the expenses covered by paragraph 2 are higher than the amount invoiced for such expenses under paragraph 4, the Lead Registrant has the right to adjust the Joint Registration Compensation and shall invoice co-registrants accordingly.

7. If upon assessment by the Trustee after the last Registration Deadline (i.e. 31 May 2018) it becomes apparent that the amount invoiced under paragraph 4 exceeds a fair or non-discriminatory allocation to the Co-Registrant (e.g., in light of subsequent additional individual registrations and hence sharing of costs between a larger number of co-registrants of the Substance), the Trustee may effect a reimbursement in line with the rules set out in Annex 2.

8. If a Third Party Representative is acting on behalf of one or more legal entities within the SIEF as identified pursuant to Article VII.2, the Joint Registration Compensation shall be paid by or on behalf of each such legal entity represented by the Third Party Representative.

9. If an Only Representative represents more than one non-EU legal entity within the SIEF, such Only Representative shall make a LoA Request and make payment of the Joint Registration Compensation with respect to each such non-EU entity.

10. All payments due hereunder shall be net payments, i.e. free of any bank or transfer charges or similar charges and without deduction of any taxes, levies or other dues payable

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

###

### TITLE III: FINAL PROVISIONS

## Article IX. Ownership of Information

1. Neither this Agreement nor the Letter of Access shall grant any ownership rights or change existing ownership rights to any of the Information provided, pursuant to this Agreement, to the Co-Registrant, in whatever form and whenever, by the Lead Registrant, including without limitation, information in the Joint Registration Dossier.

2. Neither this Letter of Access nor any disclosure of Information shall vest any present or future rights in any patents, trade secrets or property rights and no license is granted.

## Article X. Confidentiality

1. The Parties shall

a) treat all Information as confidential and not disclose it to third parties, unless regulatory disclosure requirements apply. Each Party shall advise immediately the other Parties in writing of any disclosure or misuse by any Party or a third party of Information, as well as of any request by competent authorities relating to the disclosure of that Information.

Disclosure of Information as required for legal and/or regulatory purposes including the REACH Regulation, shall only take place by the Parties in a form (for example short summaries where possible) reflecting the minimum information required to be disclosed. This restriction does not apply to the Party who has provided the Information.

1. use the Information only for the purpose of individual registration of the Substance under REACH or otherwise only as expressly permitted under or in accordance with this Agreement or Letter of Access.
2. disclose the Information to their employees, Affiliates, external experts and/or consultants and if the Co-Registrant is an only representative or a third party representative, the non-EU manufacturer(s) or the legal entity(ies) represented by any of them, only on a need to know basis and only to the extent absolutely necessary for the purpose of individual registration of the Substance under REACH or otherwise only as expressly permitted under or in accordance with this Agreement or Letter of Access. Each Party shall have in place policies and procedures to ensure the confidentiality of Information, and require that its external experts and/or consultants also have such policies and procedures in place to ensure their compliance with these confidentiality obligations.

2. The obligations specified under 1.above shall not apply to Information for which the receiving Party can reasonably demonstrate that such Information:

1. was known to the receiving Party on a non-confidential basis prior to its disclosure pursuant to this Letter of Access/License to Use;
2. is publicly known at the time of disclosure or thereafter becomes publicly known without breach of the terms of this Letter of Access/License to Use on the part of the receiving Party;
3. becomes known to the receiving Party through disclosure by sources other than the disclosing Party, having a right to disclose such Information, or
4. was independently developed by the receiving Party without access to the disclosing Party’s Information, as evidenced by documentary records.

Specific items of Information shall not fall within any exception merely because they are combined with more general Information falling within any exception. Likewise, any combination of specific items of Information shall not fall within any exception merely because the specific items fall within any exception, but only if the combination itself, and its principles of operation, fall within any exception.

## Article XI. Competition Law compliance

The Parties acknowledge that any activities carried out under this Letter of Access have to be carried out in full compliance with EU competition law, in particular but not limited to Articles 101 and 102 of the TFEU as well as any applicable national laws.

## Article XII. Legal personality

This Letter of Access or the cooperation contemplated herein shall not constitute or be deemed to constitute a legal entity or partnership between the Parties.

## Article XIII. Limitation of liability in the SIEF

1. Each Party assumes the full responsibility for its own use of information developed or received pursuant to this Agreement. No warranty for acceptance by the Agency of the Joint Registration Dossier or any data it contains is given.

2. None of the Parties, including the Lead Registrant, shall be held liable for any direct, indirect or consequential loss or damage incurred by any Party in connection with the activities contemplated in this Letter of Access, unless caused by gross negligence or wilful misconduct. In particular, the Lead Registrant shall not be held responsible and liable for delays in the completion and submission of the Joint Registration Dossier, unless caused by gross negligence or wilful misconduct.

## Article XIV. Term and termination

1. This Agreement shall be in force for an undetermined duration until the Parties no longer need to cooperate between themselves pursuant to this Agreement in order to ensure continued compliance with REACH with respect to the Substance.

2. This Article and the provisions relating to the protection of confidentiality (Article X), ownership of Information (Article IX), dispute resolution and applicable law (Article XVII) and limitation of the liability (Article XIII) shall survive the termination of this Agreement. With regard to the studies, the confidentiality obligations specified in Article X of this Letter of Access shall survive for a period of twelve (12) years following the submission to the Agency.

## Article XV. Legal entity change

The consent of the other Party shall not be required in case a Party assigns, transfers or delegates its rights and obligations under this Letter of Access to any of its Affiliates or to a legal successor in ownership by sale, division, merger or consolidation of all or substantially the whole of the business relevant to the Substance referred to in this Letter of Access, subject to acceptance by the assignee of the terms of this Letter of Access, to be notified to the other Party without undue delay.

**Article XVI. Entire Agreement**

This Agreement represent the entire agreement between the Parties related to the registration of the Substance and replaces and supersedes any previous agreement, including any previous Letter of Access Agreement that may have been signed by the Parties related to the registration of the Substance.

## Article XVII. Dispute resolution and applicable law

1. The Parties shall first attempt to settle amicably any dispute arising out of this Letter of Access. Any dispute shall be resolved by arbitration, ousting jurisdiction by ordinary courts, by a panel of three arbitrators. Each party to the dispute will nominate one arbitrator. These two arbitrators will then designate a third arbitrator who will also act as chairman. The arbitration decision shall be binding on the parties. The arbitration rules of theCEPANIshall be applicable. The place of any hearing shall be Brussels and the language of the arbitration shall be English.

Each Party may at any time request from any competent judicial authority any interim or conservatory measure.

2. This Agreement shall be governed by the laws of **Belgium**.

3. If at any time any provision of this Letter of Access is or becomes invalid or illegal in any respect, this shall have no effect on the validity of the remaining contractual provisions. The invalid provisions are to be replaced, backdated to the time of their becoming ineffective, by provisions which come closest to achieving their objective.

The Parties are validly bound by this Agreement as of the date the Co-Registrant has given its consent through signature by a duly authorised representative.

**By: EUROALLIAGES AISBL, acting as proxy holder**

 **of the Lead Registrant
 (Signature)**

 **Bob LAMBRECHTS**

**TITLE: Secretary General**

**DATE:**

**By:** [Co-Registrant**]
 (Signature)**

 **(Name)**

**TITLE:**

**DATE:**

**Annex 1**

**LETTER OF ACCESS SPECIMEN**

May 2018

[Co-Registrant or TPR name]

[Co-Registrant or TPR address]

Pre-registration or enquiry number:

**Re: Letter of Access for co-registration of the substance Silicon under EC Regulation 1907/2006 concerning Registration, Evaluation, Authorization and Restriction of Chemicals (REACH)**

Dear Co-Registrant,

Further to the Letter of Access Agreement dated [ ] between (NAME OF THE LEAD REGISTRANT) acting as REACH Lead Registrant for the named Substance and [Co-Registrant name] (the “**Agreement”**), (NAME OF THE LEAD REGISTRANT) hereby confirms that the Trustee has received your LoA Request and has also received the requisite Joint Registration Compensation pursuant to the terms and conditions of the Agreement.

In consideration of the payment of the Joint Registration Compensation and the mutual covenants and obligations contained in the Agreement, the Lead Registrant by this Letter of Access affirms consistent with the Agreement:

1. The above-named Co-Registrant can refer to the full study reports and use the (robust) study summaries of the Studies included in the Joint Registration Dossier of the Substance, for the purpose of Co-Registrant individually registering the Substance according to REACH.
2. If the addressee of this Letter of Access is a Third Party Representative which made the LoA Request on behalf of another legal entity which will be the actual Co-Registrant of the Substance, the Third Party Representative shall immediately transmit this Letter of Access to and paragraph 1 shall apply uniquely in favour of that legal entity identified in the LoA Request as follows: to be adapted to take into account that the signatory can represent several legal entities

Pre-registration or enquiry #: ……..

Name:

Any other use of this letter or information in Annex 1 by a Third Party Representative is prohibited.

3. The Co-Registrant’s right to use the data and summaries and refer to the related full study reports in the Joint Registration Dossier as granted by this Letter of Access is restricted to REACH registration purposes only.

4. The rights granted by this Letter of Access are provided solely in favour of the intended Co-Registrant and are not transferable to any other entity or person and cannot be sold or otherwise transferred, whether free of charge or otherwise, by the Co-Registrant to any other person or entity, except pursuant to Article XV of the Agreement;

5. This Letter of Access shall in no event be construed as granting any person or entity other than the existing data owners any property or ownership rights whatsoever in any data or other information in the Joint Registration Dossier; and

6. This Letter of Access shall remain valid only so long as the Co-Registrant or Third Party Representative if applicable remains in compliance with the terms and conditions stated in the Agreement.

Yours sincerely,

Signed for and on behalf of (NAME OF THE LEAD REGISTRANT) by Euroalliages AISBL

Bob LAMBRECHTS

Secretary-General

Annex 2

**COST-SHARING PRINCIPLES AND CALCULATION**

PRINCIPLES:

The Joint Registration Compensation to be paid t obtain a Letter of Access shall cover (1)

Administrative Costs and (2) Data Costs, as defined in Article VIII.2 of this Agreement

The overall costs for the Letter of Access are, currently, per tonnage band:

|  |  |
| --- | --- |
| Tonnage Bands | Letter of Access Costs |
| 1 - 10 t/a |  |
| 10 - 100 t/a |  |
| 100 - 1000 t/a |  |
| > 1000 t/a |  |

It includes administrative expenses reasonably incurred to prepare and submit the Joint Registration Dossier and costs for the data needed for the Joint Registration Dossier.

The fees have been calculated per legal entity and per tonnage band.

Co-registrants are sharing the Administrative Costs per tonnage band on the basis of the following correcting factors:

|  |  |
| --- | --- |
| Tonnage band | Correcting Factors  |
| 1-10 t/a (Annex VII) | 50% |
| 10-100 t/a (Annexes VII and VIII) | 60% |
| 100-1000 t/a (Annexes VII to IX) | 80% |
| >= 1000 t/a (Annexes VII to X) | 100% |

The Data Costs cover assessment costs (assessments by independent research institutes of the available data, the need for testing, classification, PNEC/DNEL, drafting, IUCLID 5…) and study costs (costs for securing the right to use/to refer to studies or to read-across).

Study costs are divided as follows:

|  |
| --- |
| Ecotox Studies |
| Phys-chem and health studies |
| Assessment costs         |
| **Total**  |

The Data Costs for each tonnage band is based on the total Data Costs corresponding to the highest tonnage band weighted by provisional factors, as foreseen in the ECHA Guidance on data sharing in its version applicable at the time the cost-sharing formula was set out:

|  |  |
| --- | --- |
| Tonnage band | Provisional factors |
| 1-10 t/a (Annex VII) | 5% |
| 10-100 t/a (Annexes VII and VIII) | 20% |
| 100-1000 t/a (Annexes VII to IX) | 50% |
| >= 1000 t/a (Annexes VII to X) | 100% |
|  |  |

The Joint Registration Compensation based on the above principles shall be adjusted in accordance with the provisions of Article VIII of this Agreement.

CALCULATION:

See the separate document “Tariff of deposit invoice” on Euroalliages’ website (www.euroalliages.com).

1. *Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH), OJ L 136 of 29.5.2007* [↑](#footnote-ref-1)