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**European Biodiesel Board**

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Brussels, June 1<sup>st</sup>, 2018

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**EXTENDED REACH LEAD REGISTRANT AGREEMENT FOR  
BIODIESEL SUBSTANCES (SINCE 01.6.2018)**

Brussels, June 1<sup>st</sup>, 2018

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## PARTIES

This Extended agreement (hereinafter the "**Agreement**") is entered into by and between:

- (i) SAIPOL SAS a company incorporated under the laws of France whose registered address is 11 Rue de Monceau - 75008 Paris - France ("**SAIPOL SAS**")
  - (ii) European Biodiesel Board ("**EBB**"), a non-profit organisation incorporated under the laws of Belgium whose registered address is Boulevard Saint-Michel, 34, Brussels, Belgium 1040 which duly represents and acts in the name of and on account of the EBB Consortium Members listed by reference in Annex 1 of this Agreement and which, from time to time, may change; and
  - (iii) ALBATROS BIOKON Sp. z o.o. Sp. K. a company incorporated under the laws of X polish whose registered address ul. Chemikow 9, 22-100 CHELN ("**Non-Lead Member**");
- (each a "**Party**" and together the "**Parties**").

## PREAMBLE

- (A) Whereas 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**") came into force on 1 June 2007. REACH requires, amongst other things, that relevant EU based manufacturers, importers and/or only representatives register substances and that registrants of the same substance share and jointly submit relevant REACH registration information.
- (B) Whereas the Non-Lead Member has pre-registered the substance(s) as indicated in Annex 2 ("**Substance(s)**") and now wishes to register those Substance(s), if so required, in accordance with the REACH requirements governing phase-in substances.
- (C) Whereas SAIPOL SAS and other third party companies are, pursuant to the EBB Biodiesel REACH Consortium Agreement dated 15 July 2008 ("**Consortium Agreement**"), members of the EBB REACH consortium ("**Consortium**" or "**Consortium Members**") and SAIPOL SAS has been appointed as the lead registrant for the Substances within the Consortium tasked with, amongst other things, submitting the Joint Registration Dossier(s) to the European Chemical Agency ("**Agency**" or "**ECHA**") where necessary.
- (D) Whereas EBB has been appointed as Secretariat of the Consortium pursuant to the Consortium Agreement, and appointed to assist in the daily management of the Consortium affairs.
- (E) Whereas SAIPOL SAS wishes to act as lead registrant within the Substance Information Exchange Forum ("**SIEF**") for the Substances and, amongst other things, submit the Joint Registration Dossier(s) for the Substance(s) to the ECHA, and the Non-Lead Member wishes to appoint SAIPOL SAS Industrie in accordance with Article 11(1) REACH as Lead Registrant and obtain relevant access to the Joint Registration Dossier(s).
- (F) Whereas the Agency noted in its REACH guidance that it is advisable for SIEF participants to agree in writing on the SIEF operational rules concerning data sharing, data rights, and sharing of costs.
- (G) Therefore, with a view to fulfilling their regulatory obligations under the REACH Regulation in respect to the Substance(s), the Parties hereto have decided, under the terms and conditions set forth in this Agreement, to pursue the following objectives ("**Purpose**");



1. to appoint SAIPOL SAS as Lead Registrant as regards the Substance(s) (Title I);
2. to agree on joint submission of relevant Joint Registration Dossier(s) and rights of access to Joint Registration Dossier data (Title II); and
3. to agree on the operating rules governing the exchanges of information between SIEF potential registrants (Title III).

## **THE PARTIES HAVE AGREED UPON THE FOLLOWING:**

### **Article I. Definitions**

To the extent not otherwise defined in this Agreement, any definition specified in REACH, in particular in Article 3 REACH, shall apply to this Agreement:

**Affiliate:** Any legal entity controlling, controlled by, or under common control with, either directly or indirectly, a Party. For these purposes, 'control' shall refer to: (i) the possession, directly or indirectly, of the power to direct the management or policies of a person, whether through the ownership of voting rights, by contract or otherwise; or (ii) the ownership, directly or indirectly, of 50 % or more of the voting rights or other ownership interest of a person.

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

**Information:** studies, other scientific, statistical, or technical data, including but not limited to composition, characteristics, properties and processes and applications, and any information in any form made available by a Party or generated by the Parties jointly, pursuant to or in the course of this Agreement.

**Joint Registration Dossier(s):** Data, Information and Studies which the Lead Registrant believes is required to be submitted to the ECHA for REACH registration purposes pursuant to Article 11(1) para 2 REACH in order to register a particular Substance and as detailed in Annex 3.

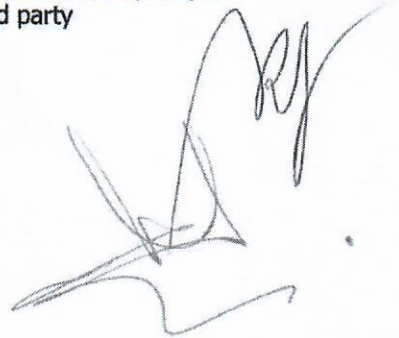
**Parties:** being the signing parties to this Agreement, having the quality of either:

**-Lead Member:** a SIEF participant who is subject to the registration requirements under REACH, who participates in the SIEF discussions in order to compile the Joint Registration Dossier(s) and who is a Member of the Consortium.

**-Lead Registrant:** a SIEF participant who is subject to the registration requirements under REACH, who participates in the SIEF discussions in order to compile the Joint Registration Dossier(s) and who is a Member of the Consortium and who shall submit the Joint Registration Dossier(s) on behalf of the Non-Lead Member under the terms and conditions as stated in this Agreement.

**-EBB:** The Secretariat of the EBB Biodiesel Consortium which duly represents and acts in the name and on behalf of the other Members of the Consortium listed by reference in Annex 1 and which, from time to time, may change.

**-Non-Lead Member:** a SIEF participant being neither a Lead Member nor a data holder (Article 28(7) REACH) and that agrees to rely on the Joint Registration Dossier(s) prepared and/or made available by the Lead Registrant, on his own behalf, for its Affiliates, and/or on behalf of the represented potential registrants in case he is a third party representative/only representative.





**Substance:** The Substance(s) listed in Annex 2 of this Agreement and which the Non-Lead Member indicates as Substance(s) for which it appoints SAIPOL SAS as Lead Registrant and which shall be covered by this Agreement.

## **Title I: APPOINTMENT OF LEAD REGISTRANT**

### **Article II. Appointment**

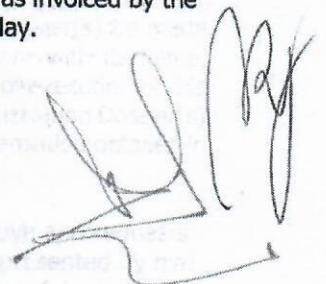
The Non-Lead Member hereby appoints **SAIPOL SAS** to act as the lead registrant within the SIEF/SIEFs as regards the Substance(s) ("**Lead Registrant**") in accordance with Article 11(1) REACH and SAIPOL SAS Industrie hereby accepts that appointment.

## **Title II: DATA SHARING AND JOINT SUBMISSION OF THE DOSSIER(S)**

### **Title II.A. Obligations of the Lead Registrant**

#### **Article III. Participation in the joint submission of data by multiple registrants**

1. According to Article 11(1) REACH, the Parties hereto agree to have the Joint Registration Dossier(s) for the Substance(s) submitted by the Lead Registrant on behalf of the Non-Lead Member having fulfilled its obligations under this Agreement, before the end of the applicable registration deadline.
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 under Article 11(1) REACH and the submission of the registration fee required in accordance with Title IX..
3. The participation in the Joint Registration Dossier(s) may deviate per requesting Non-Lead Member according to its tonnage band or possible opt-outs for certain endpoints.
4. If the Non-Lead Member wishes that the submission of the Joint Registration Dossier(s) be made on behalf of an Affiliate, the Non-Lead Member shall notify the Lead Registrant with its name, address and other relevant data documenting such status of Affiliate at the time of execution of this Agreement as detailed in Annex 5. The Lead Registrant shall submit the Joint Registration Dossier(s) also on behalf of such Affiliate in return for 50 % of the Joint Registration Compensation detailed in Article VI for this Agreement for each Affiliate entity.
5. If the Non-Lead Member is a third party representative or an only representative and requests the submission of a Joint Registration Dossier(s) on behalf of a legal entity represented by him in the SIEF, the Non-Lead Member shall notify the Lead Registrant under the confidentiality obligations with the name, address and other relevant data (e.g. number and identity of relevant affiliate entities of the represented entity also represented by the TPR/OR, etc) of the represented legal entity at the time of execution of this Agreement as detailed in Annex 5. The Lead Registrant shall submit the Joint Registration Dossier(s) also on behalf of such legal entity in return for the adjusted amount of the Joint Registration Compensation detailed in Article VI for this Agreement.
6. The Lead Registrant shall open joint submission object(s) in REACH-IT.
7. The Lead Registrant shall pay the fee(s) (in accordance to Article 11(4) REACH) as invoiced by the Agency for the submission of the Joint Registration Dossier(s) without undue delay.

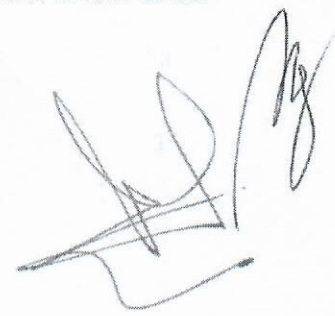




8. The Lead Registrant shall make available a summary of the data referred to in Article 11(1) paragraph 2 REACH that have been submitted in the joint submission to the Non-Lead Member as regards each relevant Substance and shall provide a Letter of Certification of Rights of Access to the Non-Lead Member, any relevant third party on request as detailed in Annex 5, and/or Non-Lead Member's Affiliate notified under [Article III.4] of this Agreement, provided the Non-Lead Member has fulfilled its obligations under this Agreement, particularly Article VI.
9. The Lead Registrant shall make available a Model Chemical Safety Report ('CSR') for use as a point of reference to assist the Non-Lead Member in preparing his own CSR. The CSR shall not be part of the joint submission by the Lead Registrant.
10. EBB and the Lead Registrant shall determine what Information the Non-Lead Member requires in order to register the Substance(s) and for which Substance(s) the Lead Registrant shall submit a Joint Registration Dossier. EBB and the Lead Registrant shall determine this, in relation to the application of the Soap and Detergent Association ('SDA') nomenclature as regards each Substance, taking into consideration the following factors (i) identification of the carbon chain profile of the Substance; (ii) list of relevant alkyl chains; (iii) relevant alkyl descriptor; (iv) relevant functionality descriptor and (v) assignment of SDA name. EBB and the Lead Registrant shall inform the Non-Lead Member of the SDA nomenclature assigned to its Substance(s), the relevant Information to which EBB Consortium Members grant access to and, where applicable, the Substance(s) for which the Lead Registrant will submit a Joint Registration Dossier. The Non-Lead Member shall provide all necessary data and Information to EBB and the Lead Member in order for the EBB and the Lead Registrant to carry out this analysis.

**Article IV. Grant of right to use the (robust) studies summaries in the Joint Registration Dossier(s) and to refer to the full study reports.**

1. Subject to the payment of the Joint Registration Compensation as specified under Article VI of this Agreement, the EBB grants the Non-Lead Member the non-exclusive and non transferable right:
  - (a) to refer to the (robust) studies summaries used in the Joint Registration Dossier(s) as regards each relevant Substance within the applicable tonnage band and for which no opt-out has been claimed by the Non-Lead Member;
  - (b) to refer to the full study reports on which basis the (robust) studies summaries have been developed as per each relevant Substance; and
  - (c) to grant the rights referred to under (a) and (b) heretofore to the Non-Lead Member's Affiliates notified under [Article III.4].
2. Notwithstanding the foregoing, if the Non-Lead Member is a third party representative/only representative, he is granted only with the rights specified under (a) and (b) heretofore, and only for the purpose of passing them to the legal entities represented by him in the SIEF and notified to the Lead Registrant under Article III.5.
3. The rights granted under this Article can be exercised only for the purpose of compliance with REACH. The Parties shall abstain from any other use, whether commercial or non-commercial. For the avoidance of doubt, any further use of the studies shall be subject to an additional written agreement.
4. The EBB represents that he has been granted by the Data Owners, being the owner(s) and/or the subjects authorized to grant the rights to use the (robust) studies summaries and to refer to the full study reports, the rights specified under this Article IV.





#### **Article V. Information on the submission of the Joint Registration Dossier(s)**

1. Provided the Non-Lead Member has fulfilled its obligations under this Agreement (particularly Article VI), the Lead Registrant shall inform without undue delay the Non-Lead Member of the creation of the joint submission object(s) in REACH-IT and shall provide without undue delay the valid security token number and the name of the joint submission.
2. The Lead Registrant shall inform the Non-Lead Member of the submission of the Joint Registration Dossier(s) to the Agency and provide documentation of the same.
3. The Lead Registrant shall further communicate confirmation after the joint submission has passed the completeness check under Article 20(2) REACH as regards each relevant Substance.

#### **Title II.B. Obligations of the Non-Lead Member**

#### **Article VI. Financial compensation for the Joint Registration Dossier(s)**

1. Before execution by the Lead Registrant of its obligations pursuant to Article V.1 of this Agreement, the Non-Lead Member shall compensate in a fair, transparent and non-discriminatory way the Lead Registrant with a "Joint Registration Compensation" for the development and submission of the Joint Registration Dossier(s) and the rights granted under Article IV.
2. The cost of the Joint Registration Compensation has been allocated in a transparent, fair and non-discriminatory way, to all SIEF participants with the intent to register the Substance, taking into account the following exceptions:
  - (a) Where a Non-Lead Member registers the Substance(s) in a tonnage band lower than the one covered by the Joint Registration Dossier(s), it shall only be requested to compensate for those parts of the Registration Dossier(s) that it is included in and for those studies it receives a right to refer for.
  - (b) Where the Non-Lead Member decides, based on Article 11(3) REACH, to opt-out from the Joint Submission or some parts of the Joint Registration Dossier(s) and submit the relevant information separately, it shall only be requested to compensate for those parts of the Joint Registration Dossier(s) that are submitted jointly.
3. Based on the above, EBB will send an invoice to the Non-Lead Members for their cost share after their request for joint submission (2010, 2013, 2018 and first time registrants). The Non-Lead Members will only receive the valid security token number without undue delay after payment of the invoice to EBB. Payment is due within 2 weeks after receipt of an invoice issued by EBB.
4. When cost and income estimations change, in particular in 2013 and 2018, additional requests for payments or provisions for refunds may be made by the Lead Registrant at his sole discretion.
5. In case new studies have to be purchased or performed after submission of a Joint Registration Dossier to the ECHA the resulting cost will be equally divided between all SIEF participants who are required to incorporate the results of these new studies into their registration dossier, unless they claim to opt out in accordance with Article 11 (3) REACH.
6. If it becomes apparent that before the submission of the relevant Joint Registration Dossier(s) the actual costs are higher than the payment set out under paragraph 3 above, the Lead Registrant has the right to adjust the payments by requiring additional payment from the Non-Lead Member.
7. If the SIEF comprises various Affiliates of the Non-Lead Member, each Affiliate within the SIEF/SIEFs shall be subject to the obligation to compensate for the Joint Registration Dossier(s).



Such single Joint Registration Compensation will be calculated accordingly and in accordance with Article III.4 of this Agreement. Similarly, if a Non-Lead Member represents multiple entities as a third party representative and/or an only representative, the Non-Lead Member shall pay for each and every entity it represents separately in accordance with Article III.5 of this Agreement.

8. If an only representative represents more than one non-EU entity within the SIEF/SIEFs, such only representative shall compensate the Lead Registrant on account of each non-EU legal entity it represents by the payment of a separate Joint Registration Compensation per Non-EU legal entity and its Affiliates.
9. If a third party representative represents more than one entity within the SIEF/SIEFs, such third party representative shall compensate the Lead Registrant on account of each legal entity it represents by the payment of a separate Joint Registration Compensation per legal entity and its Affiliates.
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. If Non-Lead Member is required to withhold any tax or to make any other deduction from any such payments, then the said payments shall be increased to the extent necessary to ensure that, after making of the required deduction or withholding, EBB receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made (gross-up amount). If upon application of the beneficiary any withholding tax can be reduced, or refunded, or an exemption from withholding tax is granted, Non-Lead Member shall file on behalf of EBB for such reduction, refund or exemption. EBB shall render any assistance to Non-Lead Member to obtain such withholding tax reduction, refund or exemption. Non-Lead Member shall be entitled to any refund of withholding taxes.
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 Non-Lead Member. However, Non-Lead Member is entitled to withhold any payment of indirect taxes unless EBB has provided Non-Lead Member with a sufficient invoice for purposes of indirect taxation.

## **Title II.C Other Issues**

### **Article VII. Ownership of Information**

1. This Agreement does not grant any ownership rights or change existing ownership rights to any of the Information provided under this Agreement to the Non-Lead Member, on whatever form and whenever, by the Lead Registrant, including without limitation, the Joint Registration Dossier(s).
2. Such Information shall consist in any and all data and/or studies:
  - (a) Individually developed by one of the Consortium Members;
  - (b) Collectively developed by the Consortium Members for which they have acquired valid title or right to use; and
  - (c) Acquired from Data Owner(s) for which the Consortium Members, or the Lead Registrant as the case may be, have been granted valid rights.
3. Neither this Agreement nor any disclosure of Information shall vest any present or future rights in any patents, trade secrets or property rights and no license is granted.

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### **Title III: SIEF/SIEFs OPERATING RULES**

#### **Article VIII. 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.

- (b) use the Information only for the Purpose or otherwise as permitted under or in accordance with this Agreement.

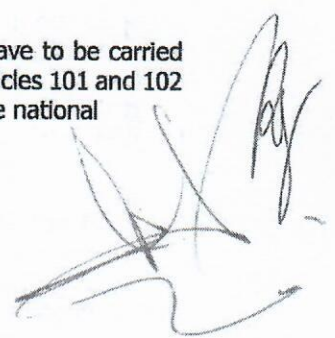
- (c) disclose the Information to their employees, Affiliates, external experts and/or consultants and if the Non-Lead Member is an only representative or a third party representative, the non-EU manufacturer(s) or the legal entity(ies) represented by any of them, only on a need to know basis and only to the extent absolutely necessary for the Purpose or otherwise as permitted under or in accordance with this Agreement. 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 in Article VIII.1. above shall not apply to Information for which the Non-Lead Member can reasonably demonstrate that such Information:

- (a) was known to the Non-Lead Member on a non-confidential basis prior to its disclosure pursuant to this Agreement;
- (b) is publicly known at the time of disclosure or thereafter becomes publicly known without breach of the terms of this Agreement on the part of the Non-Lead Member;
- (c) becomes known to the Non-Lead Member through disclosure by sources other than EBB/Lead Registrant, having a right to disclose such Information,
- (d) was independently developed by the Non-Lead Member without access to the EBB/Lead Registrant's Information, as evidenced by documentary records,
- (e) becomes subject to disclosure to governmental agency/authorities with lawful authority to seek such Information.
- (f) 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 IX. Competition Law compliance**

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

A large, stylized handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be a single name or set of initials.



laws. The Parties explicitly agree to observe the CEFIC REACH Competition Law compliance guidance attached as Annex 4 to this Agreement.

2. Should it become apparent at any time that this Agreement, any provision of this Agreement, or any activity or decision of the Parties, can have a potentially restrictive effect on open and fair competition, in breach of any statutory provision, each Party to this Agreement shall take immediate steps to remedy the situation.

#### **Article X. Legal personality**

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

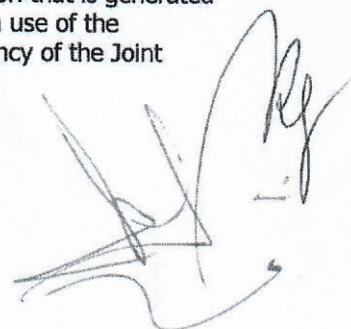
#### **Article XI. Sameness, Non-Lead duty to provide studies re the Substance, etc**

1. The Lead Registrant and the Non-Lead Member shall comply with their Articles 29-30 REACH obligations. In particular, the Parties shall participate within the SIEF/SIEFs with the aim of: (i) exchanging information to avoid the duplication of studies; and (ii) agreeing classification and labelling.
2. The Non-Lead Member shall ensure that the substance(s) it wishes to register under REACH is the same chemical substance(s) as the relevant Substance(s) listed in Annex 2, and which are covered by this Agreement, before relying or attempting to rely on the rights of access or any information granted/provided pursuant to this Agreement and neither the Lead Registrant, EBB nor any Consortium Member shall bear any responsibility or liability in this regard.
3. The Non-Lead Member confirms that it has informed the Lead Registrant of and provided the Lead Registrant with a copy of all relevant studies and/or data it owns or has in its legal possession relating to the Substance(s).
4. The Lead Registrant shall make best efforts to inform the Non-Lead Member regularly on the development of the Joint Registration Dossier(s).
5. The Lead Registrant, EBB and the Consortium Members shall determine if particular data submitted to the ECHA and contained within the Joint Registration Dossier(s) shall be accompanied with an Article 10(a)(xi) REACH request regarding confidentiality.

#### **Title IV: FINAL PROVISIONS**

#### **Article XII. Limitation of liability in the SIEF**

1. The Parties shall undertake their Purpose related activities specified hereunder in good faith and according to all applicable laws and regulations, and they shall use all reasonable endeavours to ensure the best possible results based on the evidence, methods and techniques known at the time.
2. Each Party having submitted a study which has been used in the Joint Registration Dossier(s) represents to the others (i) that it is the rightful owner of the study(ies) and free to grant rights therein, (ii) that, to the knowledge of this Party, these studies do not infringe on the rights, in particular, but without limitation, intellectual property rights, of any third party and (iii) that this Party has not received a claim or notice of any alleged infringement.
3. It is the individual responsibility of each Party to critically assess the Information that is generated or that is made available. Each Party assumes the full responsibility for its own use of the Information so developed or received. No warranty for acceptance by the Agency of the Joint Registration Dossier(s) or any data it/they contains is given.

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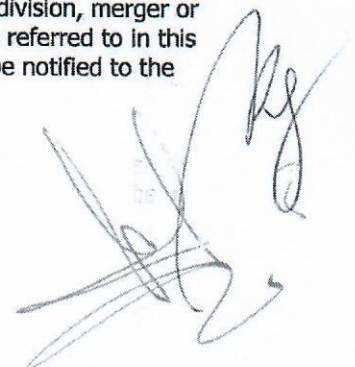
4. Neither the Lead Registrant nor EBB nor any Consortium Member nor the Non-Lead-Member, shall be held liable for any direct, indirect or consequential loss or damage incurred by any Party in connection with the activities contemplated in this Agreement, unless caused by gross negligence or wilful misconduct. In particular, the Consortium Members, including the Lead Registrant and EBB, shall not be held responsible and liable for delays in the completion and submission of the Joint Registration Dossier(s), unless caused by gross negligence or wilful misconduct.
5. The Non-Lead member acknowledges that the Lead Registrant's ability to carry out its contractual obligations under this Agreement is dependant upon factors outside of the Lead Registrant's control. In the event that the Lead Registrant is unable to carry out its contractual obligations contained in this Agreement due to force majeure the Non-Lead Member shall not attempt to hold the Lead Registrant responsible and/or liable for actual or potential damage/loss incurred.

#### **Article XIII. Term and termination**

1. The Parties are aware that a revision of the contractual basis and the associated cost sharing principles will be undertaken as soon as possible. Therefore, this Agreement shall remain in force until 31 December 2019, provided that the Lead Registrant or EBB provides the Non-Lead Member with a draft of an agreement replacing this Agreement (hereinafter referred to as the "Subsequent Agreement") no later than six (6) month prior to the expiry date of this Agreement. Otherwise, this Agreement shall remain in force until the conclusion of the Subsequent Agreement. The Parties shall duly take care about the interests of the respective other Parties with regard to the negotiation of a Subsequent Agreement and ensure that the cost calculation and allocation model according to the Subsequent Agreement will be established in accordance with Implementing Regulation (EU) 2016/9.
2. This Article and the provisions relating to the protection of confidentiality ([Article VIII]), ownership of Information ([Article VII]), dispute resolution and applicable law ([Article XVI]) and limitation of the liability ([Article XII]) shall survive the termination of this Agreement. With regard to the studies and data contained within the Joint Registration Dossier(s), the obligations specified in Article VIII of this Agreement shall survive for a period of twelve (12) years following the initial submission to the Agency.
3. The Lead Registrant has the right to terminate its functions as lead registrant on three months notice to the Non-Lead Member as regards any/all the Substances.
4. The Non-Lead Member has the right to terminate the present Agreement as regards any/all the Substances subject a prior written notice to the Lead Registrant at the latest nine months before the relevant registration deadline. No reimbursement shall be due.
5. Within the framework of the Subsequent Agreement, the parties endeavor to reach a provision regarding the potential withdrawal of the LoA in the event of the expiry of the Subsequent Agreement.

#### **Article XIV. 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 Agreement 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 Agreement, subject to acceptance by the assignee of the terms of this Agreement, to be notified to the other Party without undue delay.

A large, stylized handwritten signature in black ink, located in the bottom right corner of the page. The signature is cursive and appears to be a combination of initials and a full name.



#### **Article XV. Administration and reporting of costs**

1. All financial settlements, billings, and reports rendered under this Agreement shall reflect properly the facts which may be relied upon as being complete and accurate in any further recording and reporting made by a Party for any purpose.
2. In accordance with generally accepted accounting procedures, documentation will be maintained and preserved including but not limited to written and electronic records, records on expenses, books of account, correspondence, memoranda and receipts.

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

1. The Parties shall first attempt to settle amicably any dispute arising out of this Agreement. 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 the Conciliation and Arbitration of the International Chamber of Commerce in Paris shall be applicable. The place of any hearing shall be Paris 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.

12. This Agreement shall be governed by the laws of the Belgium.
13. If at any time any provision of this Agreement 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.

#### **TITLE V: EXECUTION**

The Parties have indicated their consent to the above terms and conditions by executing this Agreement below

A handwritten signature in blue ink, consisting of a large, stylized 'R' followed by a series of loops and a final flourish.



SIGNED by President of the EBB, SAIPOL SAS

on [date]

SIGNED by **Raffaello Garofalo**, President of the EBB REACH Consortium

**EBB**

European Biodiesel Board

Boulevard Saint-Michel, 34 - 1040 Bruxelles

e-mail: [ebb@ebb.eu.org](mailto:ebb@ebb.eu.org)

Tel: + 32 (0)2 763 24 77 - Fax: + 32 (0)2 763 04 57

on [date] 04.12.2018

Duly representing and acting in the name of and on account of the EBB Biodiesel REACH Consortium Members listed in Annex 1 and which, from time to time, may change.

SIGNED by \_\_\_\_\_

Duly authorised for and on behalf of [Non-Lead Member] on [date] 20.11.2018  
[Annexes 2,3, 5 of this Agreement to be completed by NON Lead member where appropriate]

PREZES ZARZĄDU

*in. Krzysztof I. KRAWIECZ*

**ALBATROS BOKOM**

Spółka z ograniczoną odpowiedzialnością

ul. Chemiczna 9, 22-100 Chełm

NIP 5632429496

**ALBATROS BOKOM**

Spółka z ograniczoną odpowiedzialnością

Spółka komandytowa

ul. Chemiczna 9, 22-100 Chełm

NIP 5632430045 REGON 365161950



### **Annex 1: List of EBB Biodiesel REACH Consortium Members**

The EBB Consortium Members includes the following members and which, time to time, may change:

<http://www.ebb->

[eu.org/reach/docs/Reach%20Consortium%20Members%20LIST%2009%2008%202010.pdf](http://eu.org/reach/docs/Reach%20Consortium%20Members%20LIST%2009%2008%202010.pdf)

### **Annex 2: Substances**

No	Substance name/identifier*	Non-Lead Member to tick as appropriate**
1	Fatty acids, C14-18 and C16-18-unsatd., Me esters (EINECS# 267-007-0)	
2	Fatty acids, C16-18 and C18-unsatd., Me esters (EINECS# 267-015-4)	
3	Fatty acids, vegetable-oil, Me esters (EINECS# 273-606-8)	X

\* It has been assessed that these substances will provide adequate registration opportunities for the following Biodiesel substances:

#### Biodiesel (animal)

- Fatty acids, animal, unsatd., Me-esters EINECS# 287-322-7
- Fatty acids, tallow, Me esters EINECS# 262-989-7
- Tallow, Me esters EINECS# 272-743-0

#### Biodiesel (specific vegetable stock)

- Fatty acids, soya, Me esters EINECS# 272-898-4
- Soybean oil, Me esters EINECS# 267-055-2
- Fatty acids, rape-oil, Me esters EINECS# 287-828-8
- Fatty acids, sunflower-oil, Me esters EINECS# 272-900-3
- Fatty acids, palm-oil, Me esters EINECS# 293-086-6

#### Biodiesel (mixtures, general)

- Fatty acids, C16-18 and C16-18-unsatd., Me esters EINECS# 310-005-2
- Fatty acids, C5-20, Me esters EINECS# 305-591-1
- Fatty acids C14-18 and C16-22-unsatd., Me esters EINECS# 285-208-1

\*\* Non-Lead Member to tick relevant Substances for which it appoints SAIPOL SAS as Lead Registrant pursuant to this Agreement and which will be covered by this Agreement.





### Annex 3: Data

The Joint Registration Dossier(s) shall include the data stipulated below:

Substance Number	Data (including copies of study summaries, robust study summaries and right to refer to full study reports, etc)	Non-Lead Member opt out(s) (if applicable)
3	Relevant and Necessary Data as Specified in Annex VII REACH	
3	Relevant and Necessary Data as Specified in Annex VIII REACH	
3	Model CSR	not applicable
3	Analytical Pattern	

### Annex 4: CEFIC guidance on competition compliance

[http://www.cefic.org/Documents/IndustrySupport/competition law compliance guidance.pdf](http://www.cefic.org/Documents/IndustrySupport/competition%20law%20compliance%20guidance.pdf)

Cefic REACH  
guidance DO & DON'T

### Annex 5: Subsidiaries of Non-Lead Member or parties represented by Non-Lead Member

Non-Lead Member	Name address and relevant details of affiliates (if applicable)	If the Non-Lead Member is an OR/TPR; name address and relevant details of parties represented (if applicable)
ALBATROS BOKOM Spółka z ograniczoną odpowiedzialnością Spółka komandytowa ul. Chemiczna 9, 22-100 Chełm NIP 5632430045 REGON 365161950		
	not applicable	not applicable

\* \* \*