

## **Internal Rules**

**binding for the Members of the**

**”Vanadium R.E.A.C.H. Forschungs- und  
Entwicklungsverein“**

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## I. DEFINITIONS

### Article 1 Definitions specified in REACH

Definitions specified in Article 3 of the REACH Regulation and relevant for the activities of the Association shall apply to its By-laws and these Internal Rules.

### Article 2 Definitions specific to the Association

Furthermore, in the By-laws of the Association and these Internal Rules, the following terms shall have the meanings indicated:

- b) “Affiliate” Means an enterprise which has any of the following relationships with another enterprise:
- (a) When the other enterprise has a majority of its shareholders' or members' voting rights;
  - (b) When the other enterprise has the right to appoint or remove a majority of the members of its administrative, management or supervisory body;
  - (c) When the other enterprise has the right to exercise a dominant influence over its decisions and activities pursuant to a contract entered into with that enterprise or to a provision in its memorandum or articles of association;
  - (d) When the other enterprise controls alone, pursuant to an agreement with other shareholders in or members of that enterprise, a majority of shareholders' or members' voting rights in that enterprise;
  - (e) When that enterprise is jointly owned by two enterprises;  
Two Affiliates of a parent company can equally be Affiliates;
- c) “Assembly” means the forum of representatives of Members described in Chapter X of the By-laws;
- d) “Association” Means the Vanadium REACH Association for Research and Development (*Vanadium REACH Forschungs- und Entwicklungsverein*)
- e) “By-laws” Means the operating rules of the Association;

- f) “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;
- g) “Core Data” Means data to be submitted jointly by Registrants pursuant to the REACH Regulation;
- h) Executive Board Means the body in charge of representing the Association and responsible for the daily management of the Association and described in Chapter XVI of the By-laws;
- i) “EU” Means the territory of the European Union, which is comprised of the current twenty-seven (27) Member States, as well as any future Member State of the EU;
- j) “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 to the Members by a Member or any third party. It also includes all statistics, information, data or conclusions that could be deduced from such studies, other tests, data and information; and studies, other tests, data and information generated within the framework of the Association;
- k) “Letter of Access” Means a letter granting the rights to refer to a study submitted to the European Chemical Agency or to demonstrate legitimate possession of the study, or its copy, by a Member or third party;
- l) “License to use” Means a letter demonstrating legitimate possession of a study, or its copy;

- m) “Observer” Means a person which is not a Member and which can contribute to the objectives pursued by the Association; together with Associated members who also have the status of Observer
- n) “REACH Manager” The person responsible for assisting in the daily management of the Association, as described in Chapter XVI of the By-laws;
- o) “Registration” Means submission of the relevant parts of a Registration dossier to the Agency as described in Title II of the REACH Regulation;
- p) “Relevant Substance(s)” The Substances of interest for the Association, as defined in its By-laws;
- q) “Steering Committee” Means the executive body in charge of the management of the Association and described in Chapter XII of the By-laws;
- r) “Study” Means an investigation, test, or other 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 the REACH Regulation; a study as defined also includes all statistics, information, data or conclusions that could be deduced from such a study, and the report of that study in written or electronic form;
- s) “Technical Committee” Means the body in charge of the performing the scientific and technical activities of the Association and described in Chapter XIV of the By-laws ;
- t) “Trustee” The person responsible for receiving, recording and aggregating Confidential Business Information, as described in Chapter XIX of the By-laws.

## **II. ACCESS TO THE MEMBERSHIP OF THE ASSOCIATION**

### **Article 3 Admission of new Members**

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 Association.
2. Any natural or legal person applying for admission as a Member, which, based on the finding of the REACH Manager, meets the criteria defined in Chapter V of the By-laws shall become a Member upon approval of the Steering Committee.
3. Any new Member shall have the same rights and obligations as any existing Member, on payment, where applicable, of admission fees and data compensation due to existing Members and described in these Internal Rules.
4. All admission fees and data compensation received will be offset against the relevant sections of the Association budget for the calendar year in which it is received.
5. All Applicants for membership in the Association shall sign a commitment to be bound by all the terms and conditions of the By-laws and these Internal Rules, and such executed commitments shall be maintained by the REACH Manager.
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 Article 20 of these Internal Rules. The applicant may lodge an appeal of the decision of the Steering Committee before the Assembly.

### **Article 4 Fees and compensation due to existing Members**

Pursuant to the cost sharing formula defined in these Internal Rules, any new Member shall pay:

1. Their share of the Data Cost already incurred, as described in these Internal Rules.
2. The share of Data Cost to be reimbursed shall be calculated in accordance with the cost sharing model described in these Internal Rules, by means of a proportionate, objective and transparent reimbursement to the existing Members.
3. A compensation for late admittance relating to the resources and efforts invested by the existing Members since the Association has been in existence up to the date of the new Member becoming a member of the Association.
4. The compensation shall be equal to 2% of its contribution due for each month from the month of entry into effect of the Association to the month of admittance.
5. In any case, the compensation shall not exceed the mark-up of 50% of the contribution due by the new Member.

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

### **III. OWNERSHIP AND USE OF EXISTING STUDIES**

#### **Article 5 Submission and evaluation of Existing Studies to the Association**

1. The review of existing studies for the purpose of compiling a Registration dossier will be conducted by the Steering Committee or the Technical Committee. Within two (2) weeks of the commencement date of the Association, or within one (1) week after joining the Association subsequently to the commencement date of this Association, all Members shall make available to the REACH Manager a list of their existing studies and hard or electronic copies of such studies, provided that the REACH Manager shall have first executed the Non-Use and Non-Disclosure Statement attached as Appendix 1, as described in these Internal Rules. The REACH Manager shall make the necessary arrangement for the review of these studies by the Technical Committee.
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, provided that any member of the Technical Committee that will have access to the studies shall have first executed the Non-Use and Non-Disclosure Statement attached as Appendix 1.
3. If relevant and sufficiently reliable for the purpose of compiling a Registration dossier, Members shall be compensated for their existing studies in accordance with these Internal Rules.

#### **Article 6 Ownership of existing Studies**

1. An existing study made available by a Member, an Observer or a third party in accordance with the By-laws and these Internal Rules shall remain at all times the sole and exclusive property of the original owner(s) of the study.
2. The right of Members, or their Affiliates, the REACH Manager or Trustee, to review, use or, where appropriate, to refer to an existing study that they do not own does not give such persons any ownership or data compensation right to such data. The right to use or refer to an existing study can only be transferred or assigned to an Affiliate or a third party, upon the approval of the original owner(s) of the study.

#### **Article 7 Use of existing Studies**

1. Each Member consents to its existing study(ies) being submitted and used as part of the Registration dossier(s) relating to Relevant Substance(s) listed in Annex 1.
2. The Members shall have the right to refer to studies for the exclusive purpose of complying with the requirements of the REACH Regulation applicable to the Relevant Substances listed in Appendix 3, and provided that they have shared individually the cost of the studies in accordance with the cost sharing formula described in these Internal Rules.

3. The right to refer to the existing studies shall extend to Affiliates of Members which have duly compensated the owners of the study as described in these Internal Rules. A Letter of Access shall be issued free of charge by the REACH Manager, no later than thirty (30) days from the date of a written request of the Member, including a demonstration of the REACH requirement applicable to the Affiliate in relation to the Relevant Substances.
4. The rights of Members or their Affiliates under this Article do not give a right to use or refer to studies outside the EU and/or for other purposes than compliance with REACH in relation to the Relevant Substances covered by the Association. However, the Member(s) or third party(ies) which own the existing study may, at their sole discretion, extend the right of other Members to use or refer to the study(ies) for purposes and uses outside the scope of the Association.

#### **IV. OWNERSHIP AND USE OF NEW STUDIES**

##### **Article 8 Development of New Studies by the Association**

1. The Members agree that, when there is no existing study available from the Parties or third parties, new studies must be conducted to fill data gaps to the purpose of compiling the Registration dossier(s). The development of new studies shall be approved by the Steering Committee, with the scientific and technical support of the Technical Committee.
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 strategy for preparing 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.
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 9 Ownership of New Studies Developed by the Association**

1. Although the members share individually the costs of development of new studies and/or Information in accordance with the cost sharing formula agreed upon in these Internal Rules, the Association shall have ownership of the new studies or other Information its generates.
2. Accordingly, each new study shall refer to the ownership of the Association by displaying “© [year] the Vanadium REACH Association”.



**Article 10 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 regulatory obligations in the EU or in any other part of the world shall be subject to the approval of the Steering Committee.

After the termination of the Association, the Members commit to make any reasonable effort to obtain the approval of the other relevant Members before using a study developed in the Association in relation to other regulatory obligations in the EU or in any other part of the world.

**Article 11 Use of New Studies by Affiliates of a Member**

Affiliates of a Member who are not also Members might be granted the right to use new studies for the purpose of fulfilling their obligations pursuant to the REACH Regulation, upon approval of the Steering Committee and provided that they share the cost of development of the studies in accordance with the cost sharing formula agreed upon in these Internal Rules.

**Article 12 Use of New Studies by third parties, including Observers**

1. The right of Members, or their Affiliates, to, respectively, use or refer to the new study cannot be transferred or assigned to any other Party or third party.
2. Subject to the prior written approval of all the Members which have paid their individual share of a new study, the Steering Committee is competent to grant third parties with either the right to refer to a study or, where appropriate, the right to use a study. For that purpose, the Steering Committee may issue a Letter of Access or a License to Use under the conditions described in these Internal Rules on request of a third party. A Letter of Access or Licence to use shall be granted to the third party within one (1) week from the payment by that third party of an objective, proportionate and transparent compensation determined in accordance with the cost sharing formula agreed upon in these Internal Rules.
3. Any refusal of the Steering Committee to grant either a Letter of Access to a study or, where appropriate, a Licence to Use a study developed by the Association 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 these Internal Rules.

**V. COST SHARING****Article 13 Cost sharing formula**

1. Members manufacturing and/or importing between 1 to 10 metric tons per annum of a Relevant Substance (and members manufacturing and/or importing intermediates (on-site isolated and transported) at any tonnage) shall pay a one-time contribution of 40.000 Euros per substance or intermediate (being 10.000 Euros for Generic Costs and 30.000 Euros for Data Costs).

2. The Generic Costs shall be shared equally between all the other Members. 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 Association Members benefiting from the service or activity.
3. The Data Costs shall be shared between all the other Members jointly on the basis of a coefficient as follows:
  - i) 10 to 100 metric tons per annum: Volume coefficient 1
  - ii) 100 to 1000 metric tons per annum Volume coefficient 2
  - iii) Above 1000 metric tons per annum Volume coefficient 4
4. A Member coefficient shall be determined for each Member in the categories i), ii) or iii) on the basis of the following formula: volume coefficient applicable to that Member divided by the sum of volume coefficients of all the Members in categories i), ii) or iii).
5. A Member annual contribution shall be determined for each Member in the categories i), ii) or iii) on the basis of the following formula: Annual data cost multiplied by the Member coefficient.

## **VI. LIABILITY**

### **Article 14 Liability between the Members**

1. Parties shall be held liable for themselves and for their officers, directors, employees, agents, Affiliates (unless an Affiliate is itself a Member), and contractors.
2. The Members are required to exercise due care and diligence vis-à-vis other Members in observing the rights and obligations arising from the By-laws and these Internal Rules. They shall assume liability for the accuracy of the studies they provide to the Association.
3. The Members waive the right to sue each other where the cumulated amount of their claim is less than € 50,000. This threshold does not apply in case of Material Breach.

### **Article 15 Liability of the Association in relation to third parties**

Only the Association shall be liable for its activities in relation to third parties. The Members, including the REACH Manager, shall have no liability with regard to third parties.

### **Article 16 Liability related to the use of Studies**

1. Other Members of the Association shall not be held liable for misuse of the Association's Information by one or more Members. Each Member is liable with respect to its activities and obligations outside the scope and the activities of the Association.

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

#### **Article 17 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 Association will use reasonable efforts to collect the relevant Information required for REACH Registration, participation in the Association does not in any way guarantee that all Core Data required for REACH Registration will be collated in due time for Registration. No Member or external third party working with the Association can be held liable for such failure, unless in cases of wilful misconduct or gross negligence.

#### **Article 18 Accountability of the REACH Manager**

The REACH Manager is accountable to the Assembly. He shall both seek guidance from and report to the Assembly. The Assembly may decide to remove the REACH Manager by a two-third (2/3) vote of the Assembly Representatives present at the meeting.

#### **Article 19 Liability of the Trustee**

The rights and obligations of a Trustee shall result from a service agreement between the Trustee and the Association, covering the following principles:

1. When a higher degree of confidentiality is required by a Disclosing Party, this Disclosing Party may disclose Information or Confidential Business Information to the Trustee only.
2. Any Information or Confidential Business Information or Confidential Business Information disclosed to the Trustee shall be marked prominently on each page “Extremely Confidential – BUSINESS SECRETS OF [NAME OF DISCLOSING PARTY]”.
3. Information or Confidential Business Information provided to the Trustee may only be included as an Annex to any Registration Dossier or Study after the Steering Committee has approved the relevant Information / Confidential Business Information / Registration Dossier but without the Steering Committee seeing such information. The Trustee may make a non-confidential summary of this extremely confidential information if s/he considers it necessary for other Consortium Members to see some of it for the purpose of Registration of the Substances covered by this Agreement. In particular, the Trustee shall aggregate any Information or Confidential Business Information provided to the Trustee so that it does not enable any Member to infer the sales, market shares, market or sales performance or trends therein of any other Member. The Trustee shall give the Disclosing Party reasonable opportunity to comment on any such summary the Trustee may make, before it is distributed. The Trustee may seek the advice of legal counsel before releasing such a summary to the Consortium Members.

4. The Trustee is responsible for receiving, collecting, recording and aggregating any information, including confidential and proprietary information, as well as sensitive business secrets and other information which if disclosed to another Member(s) might be regarded as a breach of competition law, and thereafter circulating and disclosing sufficient and appropriate information, following the procedures in 3, is required for the purposes of the Agreement.
5. The Trustee shall maintain appropriate liability insurance for loss or disclosure in the absence of fault.

## **VII. GENERAL PROVISIONS**

### **Article 20 Compliance with EU competition law**

1. Neither the By-laws and these Internal Rules nor anything contained in this By-laws and these Internal Rules is intended to restrict competition in any manner whatsoever. The Parties 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.
2. The exchange of information required to operate the Association shall be limited to what is strictly necessary for achieving the purpose and objectives of the Association.
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.
4. Should it become apparent at any time that, notwithstanding the above commitment, any provision of this the By-laws and these Internal Rules, or any activity or decision of the Association can have a potentially restrictive effect on open and fair competition, in breach of any statutory provision, each Member of the Association undertakes immediately to take any steps necessary to remedy that situation.
5. The REACH Manager 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 Party the Recommendations for Compliance with Competition Law in Appendix 2 to these Internal Rules.

**Article 21 Notices**

Except where expressly set forth to the contrary in the By-laws and these Internal Rules, all notices, requests or consents provided for or permitted to be given under the By-laws and these Internal Rules 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 the By-laws and these Internal Rules 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 REACH Manager, who shall circulate it to other Members.

**Article 22 Modification of the Internal Rules**

Modification of any provision of these Internal Rules, including any Appendix shall be adopted unanimously by all the Assembly Representatives present at the meeting.

[INSERT NAME]

By: \_\_\_\_\_

Name:

Title:

Address:

Phone:

Fax:

## **APPENDIX 1**

**All terms used but not defined herein shall have the meanings ascribed to them in the Internal Rules.**

### **VANADIUM REACH ASSOCIATION 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, its Affiliates 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 this Association;
- 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, except to its Affiliates and its or their officers, directors, employees (collectively, “Representatives”), to the extent necessary for the fulfilment of the obligations of the Receiving Party and its Affiliates pursuant to the REACH Regulation.
- d) that prior to disclosing any Information and Notes to its Affiliates or its or their Representatives as provided above, such Affiliates and their 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, its Affiliates or its or their Representatives.
- f) Non-use and non-disclosure obligations relating to data submitted to the competent Authorities in the context of REACH Registration shall continue for twelve (12) years from the latest deadline of Registration of each of the Relevant 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 shall be effective in every country and territory in the world.

In the event of loss or theft of any information and notes, the REACH Manager 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 the Association, 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 REACH Manager and provides them with an opportunity to defend such disclosure.
- b) The Receiving Party and its Affiliates 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 Association By-laws and Internal Rules. 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, its Affiliates or its or their 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 the Internal Rules;
- c) is or becomes available to the Receiving Party, its Affiliates or its or their 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, its Affiliates or its or their 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 the REACH Regulation (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 Association, 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 Relevant Substance.

### **III. NO LICENCE AND INDEMNITY**

- (a) Nothing in this Association By-laws or Internal Rules 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 the By-laws or Internal Rules grant the Receiving Party any rights in or to the Information except as expressly set forth in the By-laws or Internal Rules.
- (b) The Receiving Party acknowledges and agrees that any breach of the confidentiality provisions of the Internal Rules 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 Internal Rules, the Association 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 Internal Rules 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:



## **APPENDIX 2**

### **RECOMMENDATIONS FOR COMPLIANCE WITH COMPETITION LAW**

**Each Party to the REACH Vanadium Association for Research and Development is liable for ensuring strict compliance with competition. The following the advices, which does not constitute an exhaustive list, should be implemented by each Party, whether in the context of Association meetings or social gatherings incidental to these meetings.**

#### **Supervise strictly**

- Ensure that the actual activities of the Association are in line with its purposes, structures;
- and authorities, as described in the Association By-laws or Internal Rules;
- Restrict cooperation to the purpose and scope defined in the Association By-laws or Internal Rules;
- 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 advices 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 Association 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 Association;
- 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.

[INSERT NAME]

By: \_\_\_\_\_

Name:

Title:

Address:

Phone:

Fax:

### APPENDIX 3

#### RELEVANT SUBSTANCES:

	"Official EC/chemical name	chemical Formula	CAS No.
1	vanadium	V	7440-62-2
2	ammonium trivanadium octaoxide ammonium vanadium oxide	NH <sub>4</sub> V <sub>3</sub> O <sub>8</sub> (NH <sub>4</sub> ) <sub>2</sub> V <sub>6</sub> O <sub>16</sub>	12207-63-5 11115-67-6
3	divanadium pentaoxide	V <sub>2</sub> O <sub>5</sub>	1314-62-1
4	divanadium trioxide	V <sub>2</sub> O <sub>3</sub>	1314-34-7
5	slags, steelmaking, vanadium	UVCB	69012-34-6
6	ammonium sodium vanadium oxide	NaNH <sub>4</sub> V <sub>6</sub> O <sub>16</sub>	39455-80-6
7	ammonium trioxovanadate	NH <sub>4</sub> VO <sub>3</sub>	7803-55-6
8	oxalic acid, vanadium salt vanadium, oxalate complexes	V <sub>x</sub> C <sub>2</sub> H <sub>2</sub> O <sub>4</sub> VOC <sub>2</sub> O <sub>2</sub>	14974-48-2 98903-75-4
9	sodium metavanadate	NaVO <sub>3</sub>	13718-26-8
10	vanadium carbide	VC	12070-10-9 11130-21-5
11	vanadium dioxide divanadium tetraoxide	VO <sub>2</sub> V <sub>2</sub> O <sub>4</sub>	12036-21-4 12036-73-6
12	vanadium nitride	VN	24646-85-3
13	vanadium oxide sulphate	VO(SO <sub>4</sub> )	27774-13-6
14	vanadium tetrachloride	VCl <sub>4</sub>	7632-51-1
15	vanadium trichloride oxide	VOCl <sub>3</sub>	7727-18-6
16	divanadium trisulphate	V <sub>2</sub> (SO <sub>4</sub> ) <sub>3</sub>	13701-70-7
17	oxobis(pentane-2,4-dionato-O,O')vanadium	C <sub>10</sub> H <sub>14</sub> O <sub>5</sub> V	3153-26-2
18	potassium vanadium trioxide	KVO <sub>3</sub>	13769-43-2
19	tetraammonium disodium vanadate	Na <sub>2</sub> (NH <sub>4</sub> ) <sub>4</sub> V <sub>10</sub> O <sub>28</sub>	12055-09-3
20	tripotassium vanadium tetraoxide	K <sub>3</sub> VO <sub>4</sub>	14293-78-8