

Agreement

between the FARM and Inorganic Phosphates (IP) REACH Consortia
concerning cooperation and information exchange
on substances covered by both Consortia

Context and objectives:

This Agreement is between :

- the Members of the Inorganic Phosphates Consortium,

that is the consortium established for the REACH Registration of inorganic phosphates and phosphoric acids in November 2008, between the following initial members: BK Giulini GmbH, Chemische Fabrik Budenheim KG, FMC Foret S.A., Prayon SA, Thermphos International BV, and CECA S.A.,

- and the members of the FARM Consortium,

that is the consortium established for the REACH Registration of a range of inorganic fertilizer substances in December 2008, between the following initial members: Achema, Agropolychim JSCo., AMI Agrolinz Melamine International GmbH, Zakłady Azotowe ANWIL SA, SC Azomures, SA, BASF SE, Cuf-CONSULTADORIA E SERVICIOS SA, DSM Agro BV, Fertiberia SA, GPN, Lovochemie AS, NEOCHIM PLC, Nitrogenmuvék Zrt, Zakłady Chemiczne "Police" SA, Zakłady Azotowe "Pulawy" SA and Yara International.

This Agreement is also binding to any future new members of these Consortia, as established in their respective Consortia Agreements. The Members of each Consortium will ensure that any new member of the respective Consortium agrees in writing to adhere to this Agreement in full, as condition to becoming a new member of the Consortium.

This Agreement is signed by the Chair person of the Steering Committee of the FARM consortium and the Governing Committee Chairperson of the Inorganic Phosphates Consortium, in each case duly mandated by the appropriate Consortium decision-making committees.

In order to minimise external costs, company time commitment, and to optimise the quality of the REACH Registration Dossiers developed for these substances, whilst ensuring the respect of anti-trust legislations and of the REACH regulation (in particular as regards SIEFs and Joint Registration), it is agreed between the members of the two Consortia:

1) Substances

The two Consortia both cover the following substances:

<i>For information only :</i>										
IP n°	FARM n°	Substance	EINECS n°	Acronym	CAS n°	Leading company IP	Other IP members having Pre-Registered the substance	Leading co. FARM	Other FARM members having Pre-Registered the substance	SIEF facilitator :
A 48	4	Orthophosphoric acid	261-633-2	-	7664-38-2	Thermphos (TP)	Ceca, FMC, BK, Pr, CFB	GPN	Police, BASF, Fertiberia, Yara, AMI, Agropolychim	Thermphos
A 18	19	Ammonium dihydrogenorthophosphate	231-764-5	MAP	7722-76-1	Prayon (Pr)	TP, BK, Pr, CFB	AMI	Police, BASF, Cuf, Fertiberia, Lovochemie Yara, GPN, Azomures, Agropolychim	Agrofert
A 19	17	Diammonium hydrogenorthophosphate	231-987-8	DAP	7783-28-0	Prayon (Pr)	TP, BK, Pr, CFB	Fertiberia	Police, BASF, Cuf, Lovochemie Yara, GPN, Agropolychim	Agrofert
B 21	15	Calcium bis(dihydrogenorthophosphate)	231-837-1	MCP	7758-23-8	Budenheim (CFB)	FMC, TP, BK, Pr, CFB	Yara	Police, Cuf, Fertiberia, Lovochemie Yara, GPN, AMI	Budenheim
B 22	16	Calcium hydrogenorthophosphate	231-826-1	DCP	7757-93-9	Budenheim (CFB)	FMC, TP, BK, Pr, CFB	Police	BASF, Cuf, Fertiberia, Lovochemie Yara, GPN, AMI, Azomures	Budenheim
B 29	18	Magnesium hydrogenorthophosphate	231-823-5	DMP (MGHP)	7757-86-0	Budenheim (CFB)	BK, Pr	Yara	Police, GPN,	Budenheim
B 12	20	Potassium dihydrogenorthophosphate	231-913-4	MKP	7778-77-0	Prayon (Pr)	TP, BK, Pr, CFB	BASF	Police, Cuf, Fertiberia, Lovochemie Yara, GPN,	Budenheim

2) Delegation of activities

For the following substances (A):

Orthophosphoric acid,
Ammonium dihydrogenorthophosphate,
Diammonium hydrogenorthophosphate

the IP Consortium members delegate consortium activities, and in particular the data gap assessment and REACH Registration Dossier development, to the FARM consortium,

and for the following substances (B):

Calcium bis(dihydrogenorthophosphate),
Calcium hydrogenorthophosphate,
Magnesium hydrogenorthophosphate,
Potassium dihydrogenorthophosphate

the FARM Consortium members delegate consortium activities, and in particular the data gap assessment and REACH Registration Dossier development, to the IP consortium

3) Participation in meetings

Consequently, the members of the IP Consortium having Pre-Registered under REACH the (A) substances above will be able to participate in the technical meetings and cooperation of the FARM Consortium concerning these substances, and conversely members of the FARM Consortium having Pre-Registered under REACH the (B) substances above will be able to participate in the technical meetings and cooperation of the IP Consortium concerning these substances.

4) Financial conditions

The financial and other conditions in the FARM Consortium Agreement will apply to the joint work on the (A) substances, and those of the IP Consortium Agreement for the joint work on the (B) substances.

In particular, IP Consortium members wishing to participate in the Joint Registration developed by the FARM Consortium for (A) substances, or wishing to obtain Access to studies or other information included in this Registration Dossier, will pay their share of the dossier development costs and of the value of all studies and information used, calculated as defined in the FARM Consortium Agreement.

Similarly, the IP Consortium Agreement will define cost contribution of FARM members for (B) substances.

5) Advantage Compensation

As a recognition of the exchange of experience, know-how, good-will and cooperation between the two Consortia resulting from this agreement for the above (A) and (B) substances, the IP Consortium members participating in the Joint Registration developed by the FARM Consortium for (A) substances, or wishing to obtain Access to studies or other information included in this Registration Dossier, will NOT be liable to the Advantage Compensation Payment, Consortium Entry Fee or other compensation to the FARM Consortium beyond the dossier cost share and values of information indicated in (4) above, whilst similarly the FARM Consortium members will in the same way not be liable to such payments to the IP Consortium.

6) Sharing of relevant information

All informations developed by the FARM Consortium concerning the (A) substances (data gap assessment, details of studies, robust summaries of studies, consultation of full studies

and copies of these where this is possible under copyright restrictions, Registration Dossier, IUCLID5 and CSR ...) will be made freely available to the IP Consortium members. This information is made available only for preparation of REACH Registration for the substances listed in the IP Consortium Agreement, this information may be used only for this purpose, and may only be used in as much as (i) the studies or information used is publicly published or (ii) their value is compensated to the owner as specified in (4) above.

Similarly and under the same conditions, all information developed by the IP Consortium concerning the (B) substances will be made freely available to the FARM Consortium members.

7) Confidentiality

All information made available by the FARM Consortium is subject fully to all confidentiality clauses and other use limitations specified in the FARM Consortium Agreement, and the information made available by the IP Consortium similarly to the clauses of the IP Consortium Agreement.

8) Termination

This Agreement shall terminate automatically in the event one or both of the Consortia ceases to exist. All amounts due under clause 4 and 5 of this Agreement will then become immediately due and payable. . This Agreement terminates in any case at such time when REACH Registration would no longer be legally required.

9) Limitation of Liability

The members of each respective Consortium shall undertake their Reach-purpose related activities 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.

The members of the Consortium who submits Information to the members of the other Consortium will indemnify the first in respect of any claims for unauthorised use or breach of the intellectual property rights of any third party relating to that Information which results from its use by the persons and under the conditions under which it was submitted.

Each member of a Consortium shall be liable with respect to third parties within the scope of its responsibility. The other members of a Consortium of this Agreement shall support to the extent possible and reasonable, and member(s) against whom a liability claim has been made within the scope of this Agreement by a third party in its defence against such claim.

The representatives of both Consortia act entirely in their capacity as representatives of the members of both Consortia and bear no individual responsibility or liability for their actions taken in their capacity, with the exception of gross negligence or wilful misconduct. (

10) Miscellaneous

None of the rights and obligations of any member of a Consortium under this Agreement shall not be assigned or transferred except with the prior written approval of the other member of a Consortium.

Any variation of this Agreement is not valid unless and until it is in writing and has been signed by or on behalf of the members of each respective Consortium.

If any provision of this agreement is or becomes invalid or non-binding, the members of each

respective Consortium shall remain bound by all other provisions hereof. In that event the members of each respective Consortium shall replace the invalid or non-binding provision by provisions that are valid and binding and that have, to the greatest extent possible, a similar effect as the invalid or non-binding provision, given the contents and purpose of this agreement.

9) Dispute resolution, Governing law and jurisdiction

The members of each respective Consortium shall first attempt to settle amicably any dispute arising out of this Agreement.

Should such amicable settlement fail, the dispute shall be resolved by arbitration. The arbitration rules of the ICC shall be applicable. The place of hearing shall be Brussels and the language of the arbitration shall be English.

Signatures

For and on behalf of the members of the FARM Consortium:

Susanne Snartland, Chairman of the Steering Committee

Chairman 25.03.09.

Susanne S. Snartland

For and on behalf of the members of the Inorganic Phosphates (IP) Consortium:

Hans van den Berg, Governing Committee Chairperson

Vlissingen, 6 March 2009

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