

# Loy Yang B Research and Development Program Guidelines

31 October 2019

**Loy Yang B Power Station**

Powering  alintaenergy

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# GUIDELINES

# 1. Introduction

Loy Yang B Power Station is a brown coal-fired power station in Victoria's Latrobe Valley, approximately 160km east of Melbourne. It consists of two electricity generating units which together provide up to 1,100MW of baseload power and supply approximately 17% of Victoria's energy needs. It has operated since 1993 and continues to be one of the lowest cost and most reliable generators in the National Electricity Market.

Loy Yang B (LYB) is owned by Chow Tai Fook Enterprises Limited (CTFE), a Hong-Kong based family owned company, and is operated by LYB Operations and Maintenance Pty Ltd, a subsidiary of its holding company, Latrobe Valley Power (Holdings) Pty Ltd. Loy Yang B has a supply agreement with CTFE's other Australian energy subsidiary, Alinta Energy, supplying it with approximately 75% of the power station's output, providing a strategic benefit through access to lower cost generation.

Loy Yang B Power Station recognises its responsibilities and the important role it plays in protecting the environment today and helping to ensure a sustainable future. Its approach to this is achieved through its environmental management system, implementation of its annual environmental improvement plan and completion of day-to-day activities in accordance with licence conditions. Loy Yang B continues to identify opportunities to further minimise its impact on the environment, including through its newly-developed research and development program, which is being implemented as a process of continuous improvement.

## 2. Research and Development Program (RDP)

### 2.1 Program objectives

The objective of this program is to collaborate with appropriately qualified organisations on a number of research projects that will improve the operational profile of LYB in one or more of the following priority areas:

- Greenhouse emission reduction
- Efficiency improvements and optimisation (combustion and electrical generation)
- Reduction in emissions (air, waste and water)
- Resource (coal, water, heat, combustion by-products) utilisation improvements

### 2.2 Program structure

The RDP consists of two sub-programs:

1. Advancing Innovation
2. Innovation Development Fund

#### 2.2.1 Advancing Innovation

The Advancing Innovation Program (AIP) is intended to identify project partners to participate in cooperative initiatives so that infrastructure, equipment and facilities can be shared between project partners and LYB.

Under this program LYB is seeking to work with project partners by providing in-kind support (non-cash) in the form of (but not limited to):

- Power
- Water
- Steam
- Fuel
- Waste heat and
- Materials.

The final nature of the collaborative project will be subject to negotiations between the applicant and LYB.

### 2.2.2 Innovation Development Fund

The purpose of the Innovation Development Fund (IDF) is to provide funding support to projects that improve the operational performance of LYB.

Funding is capped at an annual amount for each year of the program.

## 2.3 Eligibility Criteria

The eligibility criteria for the RDP are as follows:

1. The applicant (individual organisations or consortia) must have demonstrated experience in developing and delivering industry research and development projects.
2. If the applicant is an Australian entity, the organisation should be registered for GST.
3. Have a proposed Eligible Project (that meets the requirements set out in section 2.3) and be able to demonstrate that the applicant is able to verify/validate the expected effectiveness and outcomes of the proposed Eligible Project if the applicant progresses to Stage 2 (Detailed Application).
4. Not be insolvent or have owners or directors that are an undischarged bankrupt or convicted of a criminal or fraudulent act.
5. If you are an international applicant you must demonstrate how the project will be delivered in Australia. If an application does not meet the Eligibility Criteria, LYB may reject the application and not consider it for any further assessment.

Further, LYB may at its sole discretion reject any application without providing reason or cause.

Applicants should note that a detailed due diligence review may be undertaken on the applicant including, but not limited to, the checks and searches below:

- applicant bona fide checks (status, corporate structure, ownership, directors review etc.);
- background and probity searches (ACCC, Banned & Disqualified, Bankruptcy, Adverse Media, Courts);
- financial capability (historical financials) and viability (funding capacity and sources); and
- business and project risks, and planned mitigations.

The outcome of any due diligence review may impact on the evaluation of the application.

## 2.4 Eligible projects

To be an Eligible Project, the project must:

- be consistent with the Program Objectives
- be designed so that it is aimed at achieving a transformative 'step change', speeding the emergence of innovations that significantly improve outcomes in one or more of the following:
  - Greenhouse emission reduction
  - Efficiency improvements and optimisation (combustion and electrical generation)
  - Reduction in emissions (air, waste and water)
  - Resource (coal, water) utilisation improvements

# 3. Innovation Development Fund project costs

Applicants must identify their expected total project costs (including eligible project costs and ineligible project costs), and the funding amount requested.

## 3.1 Eligible project costs

Eligible project costs can be used for items that directly support the research project contained in an application, including the following items:

- a. Time and effort of research team members directly related to the project
- b. Access to national and international research and infrastructure facilities including specialist archives, collections and databases.
- c. Access to technical workshop services linked to and justified explicitly against the project (for example, machine tools and qualified technicians)
- d. Expert services of a third party if the services are directly related to and essential for the project
- e. Equipment (and its maintenance) and consumables essential for the project. Funding will not be provided for equipment or consumables that are considered to be for broad general use
- f. Specialised computer equipment and software essential to the project
- g. Expenditure on field research essential to the project, including technical and logistical support, travel expenses (including accommodation, meals and incidental costs)
- h. Travel costs essential to the project, including economy travel costs for domestic and/or international travel and accommodation, will have a cap for each year of the project at the approval of LYB. Travel costs related to (g) above are not counted towards this cap figure.
- i. Web hosting and web development specific to the project
- j. Workshops and focus groups that are essential for the conduct of the project (including reasonable hospitality costs such as morning tea, lunch and afternoon tea).
- k. Applicants must justify all items for which funds are sought in your application to the satisfaction of LYB.
- l. You can only spend funds on eligible research activities as defined in these guidelines and any additional expenditure conditions specified in the contract.

## 3.2 Ineligible project costs

You cannot request or use research funding for the following activities:

1. in relation to preparing an application for the RDP, including any third party consultant costs involved in the preparation of materials in support of a detailed application or any reports used as the basis for an application
2. laboratory access or similar fees
3. capital works and general infrastructure costs
4. salaries for staff or the costs associated with recruitment activities
5. costs not directly related to the project, including but not limited to professional membership fees, professional development courses, associated with exhibiting at trade shows, visiting overseas trade events, study tours or conventions, fees for patent application and maintenance, equipment for live music or drama performances, equipment for gallery and museum exhibitions, visas, relocation costs, entertainment costs, insurance, mobile phones (purchase or call charges), design and printing of promotional materials, website design and development, advertising and animation and other indirect costs
6. modifications or extensions to existing infrastructure or construction of new infrastructure (including wiring and plumbing installation, renovations of buildings, building extensions etc.);
7. fees for international students or the Higher Education Contribution Scheme (HECS) and Higher Education Loan Program (HELP) liabilities for students
8. salaries and/or on-costs, in whole or in part, for Directors, Chief Investigators (CI) or Principal Investigators (PI)
9. top ups for personnel above any given stipend or salary levels specified in these funding guidelines
10. vehicle repair, maintenance, purchasing or leasing
11. ISO certification or fees and charges associated with registering domestic or international patents or other intellectual property
12. legal advice and intellectual property rights advice of any kind
13. for consultants or contractors that are Associated Entities
14. funding for project contingencies or cost overruns
15. other project costs that LYB considers, acting reasonably, are not reasonably incurred by the Recipient primarily for or in connection with the Eligible Project

## 3.3 Funding arrangements

Successful IDF applicants will be required to execute a contract with LYB. LYB has no obligation to provide the RDP funding until a contract has been duly executed by both the successful applicant and LYB.

This contract will outline the terms of the proposed funding and detail the milestones to be achieved by the applicant.

Funding and provision of any LYB support and resources will be negotiated with each proponent inclusive of any up front and milestone payments.

All elements of the proposed project (the subject of the funding) must not have commenced or have been paid for until after the contract has been executed. Without limiting the terms and conditions set out in section 7 of these Guidelines, LYB will not be liable to an applicant for any commitments made by an applicant before execution of the contract.

### 3.4 Application process

LYB reserves the right to review all program eligibility criteria (2.3) at completion of the Expression of Interest (EOI) stage prior to detailed application requests.



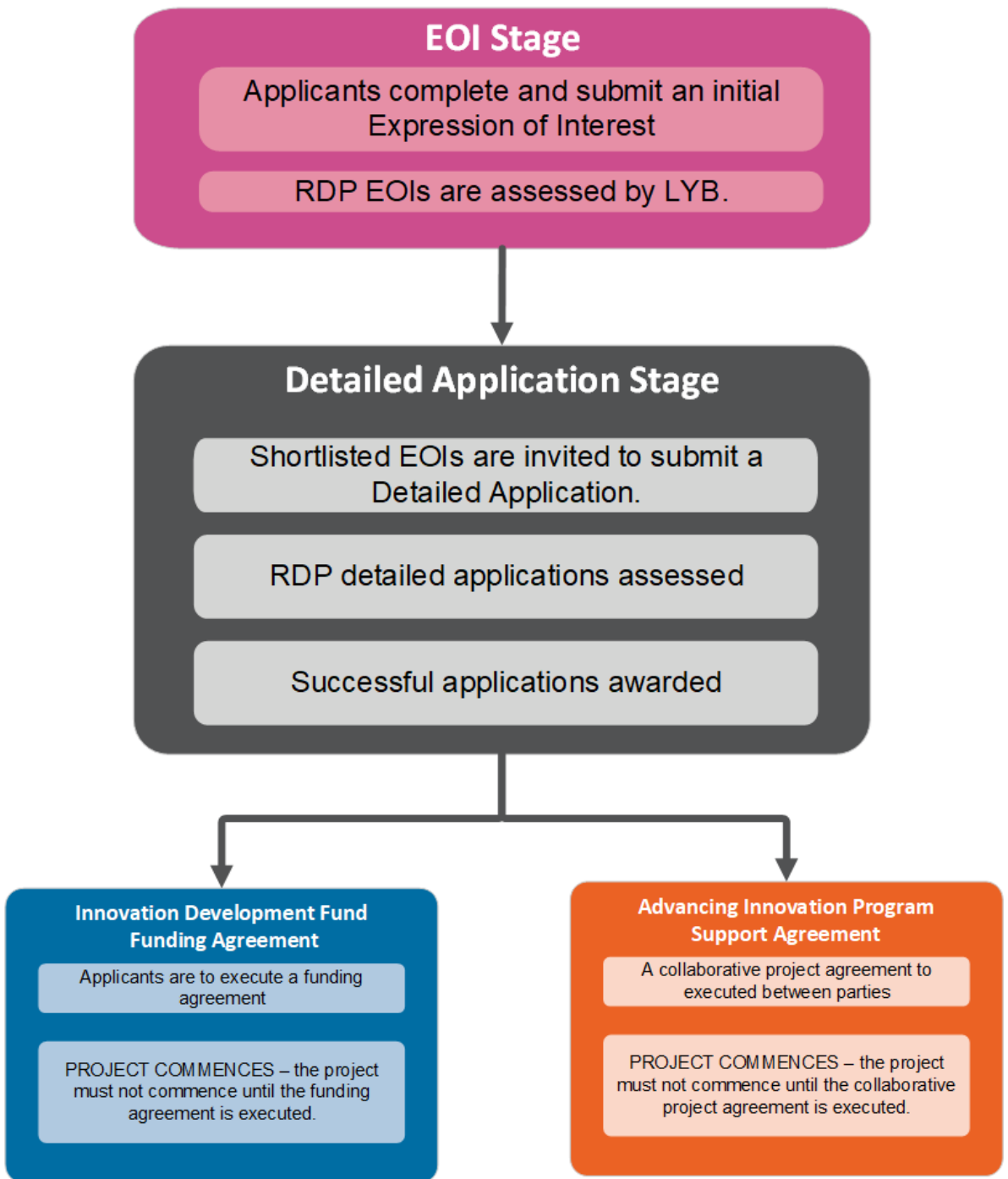


Figure 1 - Application Process

The key timeframes for the conduct of the process as follows (all date's indicative only):

Key activities	Key date
Opening date for receipt of Stage 1 (EOI) applications.	7 Nov 19
Closing date for receipt of Stage 1 (EOI) applications.	5 Feb 20
LYB to notify unsuccessful applicants in the EOI Stage and invite successful applicants in the EOI Stage (Shortlisted Applicants) to progress to Stage 2 (Detailed Application).	5 Mar 20
Shortlisted Applicants to submit a Detailed Application.	29 Apr 20
Successful applicants advised of funding outcomes.	11 Jun 20

Table 1 – Key Timeframes

### 3.5 How to apply

Applications must be submitted electronically to the RDP manager lybresearchanddevelopment@loyyangb.com and by the closing date for both Stage 1 (EOI) (5 Feb 2020) and (for shortlisted applicants) Stage 2 (Detailed Application) (29 Apr 2020). LYB may, at its discretion, accept or reject any late applications.

Applicants will be responsible for their own costs in relation to applications for both stages.

#### 3.5.1 Stage 1 (Expression of Interest)

The first stage of the application process involves submitting an Expression of Interest (EOI) comprising:

- completed EOI application form which must include:
  - a description of the proposed project scope
  - identification of how the proposed project will achieve one or more of the Outcomes (specified in section 2.1)
  - an estimate of project costs and benefits (including non-financial)
  - Outline of the maturity of proposed technology
  - applicant's declaration
- Anticipated level of support required that includes LYB's level of commitment to complete the initial phase of the program;
  - a simple project timeline or Gantt chart.
  - any other parties anticipated to be involved in the project
  - any licensing or restrictions regarding use of the technology or intellectual property

EOIs that meet the Eligibility Criteria (as set out in section 2.3) will be evaluated against assessment criteria set out in section 2.4 Eligible Projects.

### 3.6 Stage 2 (Detailed Application)

Stage 2 of the application process involves submitting a detailed application, which must align with the project scope and costings submitted as part of the EOI (although minor variations may be considered, in LYB's absolute discretion).

The detailed application must include a Project Proposal that sets out:

- The title of the project.
- Principle personnel.
- Nature of project (for e.g. pilot plant demonstration for techno-economic analysis).
- Objectives of the proposal (as they align with the objectives of the RDP).
- Summary outline of the project.
- Expected outcome, for example:
  - New/innovative facility, infrastructure or technology
  - New/innovative process
  - New/innovative system
  - New/innovative application
  - Any other
- Targeted specifications of the expected outcomes
- Deliverables of the project
- A project timeline or GANTT chart.
- Budget for the project.
- List of equipment required (as it relates directly to the project).
- Items for outsourcing (if any).
- Evidence that the organisation can fund the project costs not funded or supported by the RDP. This must include details of the extent to which this will be financed internally or externally and any associated security and any other relevant information.
- Copies of valid insurances cover.
- Evidence of the governance structure or processes of the organisation for decision-making.
- If the applicant's organisation has been in operation:
  - for 3 years or more, three years of financial statements including profit and loss, balance sheet and statement of cash flows (where available) including notes to the accounts that are either accountant prepared, audited and certified (preferred) or accountant prepared and signed financial statements; or
  - for less than 3 years, a statement of viability and a 'management accounts' report prepared by a chartered accountant.
- Declaration by delegated authority.

Where necessary, a full technical assessment by domain experts, selected by LYB in its absolute discretion, may be undertaken to review the project and its benefits.

LYB reserves the right to change at their discretion the detailed application criteria

### 3.7 Assessment Criteria (Detailed Application Stage)

If the RDP application:

- Meets the Eligibility criteria (2.3), and;
- Contains all the information (including supporting evidence) identified in these Guidelines and the application form.

The funding application will be assessed against the following criteria:

Criteria	Weightings	
	EOI %	Detailed Application %
1. The project demonstrates that it will improve the operational profile of LYB in at least one of the priority areas identified in section 2.1 of these guidelines.	40	-
2. The project will involve the adoption of innovative or transformative technologies or systems.	30	20
3. The project aligns with the strategic direction and sustainability of LYB without compromising long term operational viability and performance.	15	10
4. The project demonstrates value for money to LYB.	-	10
5. Demonstrates capacity and capability to achieve the project objectives and deliverables (sufficiently qualified and experienced personnel).	-	30
6. Demonstrates project management processes and systems to support the delivery of the project.	-	20
7. The project is achievable within the stated budget and timeframes.	15	10

**Table 2 – Assessment Criteria**

### 3.8 Assessment process

Applications must contain all information required to be submitted at the time of lodgement for both the EOI and detailed application stages. LYB may decide not to consider applications that do not include all required information.

Applicants may be contacted during the assessment process to clarify information provided in the application and/or request further information to enable a comprehensive due diligence and probity assessment to be undertaken.

If an applicant does not submit all clarification information in the required timeframe, LYB may decide not to consider the application.

Despite anything else contained in these Guidelines and without limitation, LYB may decide to approve an application, or part of an application, in LYB’s absolute discretion, including where LYB considers the approval of the application, or part of an application, supports the achievement of the priorities and objectives of the RDP.

LYB will notify an applicant about the outcome of their application within 28 days of the decision being made.

LYB’s decisions are final and no further correspondence will be entered into.

### 3.9 Program evaluation

The RDP will be continuously monitored and reviewed to ensure that the RDP effectively achieves the Program Objectives.

These Guidelines may be updated to reflect future changes to the RDP.

These Guidelines only apply to applications for the RDP.

### 3.10 Tax obligations

Project funding may be treated as assessable income for taxation purposes. LYB does not provide advice to applicants and recommends applicants seek independent professional advice on their tax obligations.

## 4. Communications

### 4.1 Communication with the media

All communications between LYB and applicants to the RDP, including contracts, are commercial-in-confidence.

All media enquiries or public announcements relating to the RDP will be coordinated exclusively by LYB.

Where possible, all media and communications will be undertaken jointly with successful applicants.

Applicants must seek and obtain LYB's written approval before contacting the media to discuss any information regarding successful or unsuccessful applications for funding support under or in connection with the RDP.

Applicants must provide LYB with at least 5 business days' notice of any proposed public media statement for approval prior to its release as well as making any changes or amendments to the form, content or manner reasonably requested by LYB.

Applicants acknowledge and agree that LYB may publicly disclose:

- the applicant's name and address
- details of the funding
- general details of the Eligible Project
- any information required to be disclosed to comply with or meet applicable standards for accountability.

### 4.2 Confidentiality

LYB will maintain strict controls in relation to the management of commercial information provided by applicants and all internal documentation produced in relation to the administration of the RDP.

However, the overall quantum and timing of funding or in-kind support provided under the RDP, as well as the proponent's name and a brief description of the funded project, may be made public.

Non-public details of the funding will be treated as commercial-in-confidence and must not be released to third parties by successful applicants or LYB as a condition of the offer of funds.

Any personal information submitted as part of an application will not be used or disclosed to any third party for a purpose other than in connection with the assessment of the application without your consent, unless required by law or in accordance with the *Information Privacy Act 2009*.

For audit purposes, LYB is required to retain the applications and other supplied supporting material. Successful applications will be retained for seven years and unsuccessful applications retained for two years.

### 4.3 Conflict of Interest

The applicant is to:

1. Identify and declare any real or perceived conflict of interest, or if a potential conflict could arise, if your organisation, or where applicable the subcontractor, entered into a contract with LYB and is to provide details and the strategies to manage the conflict.
2. Provide details in of any interests, relationships or clients which may or do give rise to a conflict of interest and the area of expertise in which that conflict or potential conflict does or may arise and details of any strategy for preventing conflicts of interest.
3. Outline the processes you have in place to handle any future conflict of interest (actual or perceived).

## 5. Glossary of terms

Concept Term	Definition
Associated Entity	Associated Entity has the same meaning as under s50AAA of the Corporations Act 2001.
Expression of Interest (EOI)	The Expression of Interest (EOI) is the first phase of the RDP application process. EOI applications assessed suitable will be invited to proceed to the Detailed Application phase.
Eligibility Criteria	The Eligibility Criteria is set out in section 2.3 of these Guidelines.
Eligible Project	The requirements of an Eligible Project are set out in section 2.4 of these Guidelines.
Detailed application	The detailed application phase is the second phase of the assessment for applicants for the RDP. Applicants proceed to this phase at the invitation of LYB.
In-kind support	Support provided that does not include cash support.
Priority Areas	The priority areas are the areas of the RDP described in section 2.1 of these Guidelines.
Program Objectives	The Program Objectives are the objectives of the RDP set out in section 2.1 of these Guidelines.
Terms and Conditions	Applicable to EOI and Detailed Application Stages Only. Successful applicants must enter a contract with LYB with Terms & Conditions other than those contained in these guidelines.

## 6. Terms and Conditions

### 6.1 Intellectual Property

#### 6.1.1 Definitions

**"Background intellectual property"** means any intellectual property that is owned by a Party and is in existence before the commencement of any agreement.

**"intellectual property"** means any right or interest in any patent, design, trademark, copyright, rights in computer software, database rights, rights in circuit layout, trade secret or rights in confidential information, moral rights, or other industrial or intellectual property right (whether registered or unregistered) and all applications for the same in respect of any invention, information, know-how, process, work, material or method.

**"New intellectual property"** means all intellectual property created under or arising out of any agreement.

#### 6.1.2 Intellectual Property

1. All background intellectual property shall remain vested in the owner of the background intellectual property.
2. Each party grants to the other a non-exclusive, royalty-free, transferrable and perpetual licence to use the background intellectual property to the extent necessary to use, adapt, reproduce in connection with the performance of the research services to which they relate, including the right to sub-licence. Each party warrants that it has all rights and licences necessary to grant to the other party such licence.
3. The researcher acknowledges that the client shall be the exclusive owner of all new intellectual property in all documents and/or manuals or products in any way created or developed under or pursuant to any agreement and/or research services.

### 6.2 Reservation of rights

Notwithstanding any provision in these Guidelines to the contrary, LYB reserves the right to administer the RDP and conduct the process for the assessment and approval of applications to the RDP in such manner as it thinks fit, in its absolute discretion. Without limiting the foregoing, LYB retains all rights and powers to make all decisions and actions in order to achieve the Program Objectives and LYB reserves the right, in its absolute discretion and at any time, to:

- change the structure, procedures, nature, scope or timing of, or alter the terms of participation in the process or overall RDP (including submission and compliance of applications), where in such circumstances notice will be provided to applicants
- vary or amend the eligibility or assessment criteria
- take into account any information from its own and other sources (including other organisations, agencies and other advisors)
- accept or reject any application, having regard to these Guidelines, the Eligibility Criteria, the assessment criteria or any other item, matter or thing which LYB considers relevant, including the limitations on the funds available for the RDP
- give preference by allocating weighting to any one or more of the Eligibility Criteria or assessment criteria over other criteria
- conduct due diligence investigations in respect of any applicant and subject applications to due diligence, technical, financial and economic appraisals
- require an applicant to clarify or substantiate any claims, assumptions or commitment contained in an application or provide any additional information
- terminate the further participation of any applicant in the application process



- terminate or reinstate the RDP or any process in the RDP
- not proceed with the RDP in the manner outlined in these Guidelines, or at all
- amend the nature, scope or timing of the RDP
- allow the withdrawal of an applicant
- conduct negotiations with any one or more applicants after the applications have been lodged
- publish the names of successful applicants to the RDP
- take such other action as it considers in its absolute discretion appropriate in relation to the RDP processes.

Where, under these Guidelines, it is stated that LYB may exercise a right or discretion or perform any act or omit to perform any act, then unless stated otherwise LYB may do so at its sole and absolute discretion. LYB will not be required to act, or be restrained from acting, in any way or for any reason nor to take into account the interests of any third party (including an applicant).

### 6.3 No relationship

LYB's obligations regarding the application process are limited to those expressly stated in these Guidelines.

No contractual or legal relationship exists between LYB and an applicant or its clients or partners in connection with the RDP, these Guidelines or the application process.

An applicant, or its representatives:

- has no authority or power, and must not purport to have the authority or power to bind LYB, or make representations on behalf of LYB;
- must not hold itself out or engage in any conduct or make any representation which may suggest to any person that the applicant is for any purpose an employee, agent, partner or joint venturer with LYB; and
- must not represent to any person that LYB is a party to the proposed project other than as a potential funder, subject to the competitive application process detailed in these Guidelines.

### 6.4 No Action

To the extent permitted by law, no applicant will have any claim of any kind whatsoever against LYB (whether in contract, tort (including negligence), equity, under statute or otherwise) arising from or in connection with:

- any costs, expenses, losses or liabilities suffered or incurred by the applicant in preparing and submitting its application (including any amendments, requests for further information by LYB, attendance at meetings or involvement in discussions) or otherwise in connection with the RDP;
- LYB at any time exercising or failing to exercise, in its absolute discretion, any rights it has under or in connection with the RDP; or
- any of the matters or things relevant to its application or the RDP in respect of which the applicant must satisfy itself under these Guidelines.

Without limiting the foregoing, if LYB cancels or varies the RDP at any time or does not select any applicant following its assessment of the applications, or does (or fails to do) any other thing referred to under clause 6.1 of these Guidelines, no applicant will have any claim against LYB arising from or in connection with any costs, expenses, losses or liabilities

incurred by the applicant in preparing and submitting its application or otherwise in connection with or in relation to (whether directly or indirectly) the RDP.

For the avoidance of doubt, each applicant is wholly responsible for its costs of applying for, participating in, or otherwise in connection with, the RDP.

## 6.5 Non-exhaustive

These Guidelines do not contain all of the information that applicants may require in reaching decisions in relation to whether or not to submit an application. Applicants must form their own views as to what information is relevant to such decisions.

Applicants must make their own independent investigations of the information contained or referred to in these Guidelines. Applicants must obtain their own independent legal, financial, tax and other advice in relation to information in these Guidelines, or otherwise made available to them, during the application process.

## 6.6 Disclaimer

LYB makes no warranty or representation express or implied and does not assume any duty of care to the applicants that the information in these Guidelines, or supplied in connection with the RDP (Information) is accurate, adequate, current, suitable or complete, or that the Information has been independently verified.

LYB accepts no responsibility whether arising from negligence or otherwise (except a liability that cannot lawfully be excluded) for any reliance placed upon the Information or interpretations placed on the Information by applicants.

There may also be other information or documents in the knowledge or possession of LYB which are relevant to the RDP but are not disclosed by LYB. LYB accepts no responsibility or liability whether arising from negligence or otherwise (except a liability that cannot lawfully be excluded) for any failure to provide the information or documents nor does LYB have any obligation to notify an applicant (or provide further information to an applicant) if it becomes aware of any inaccuracy, incompleteness or change which may affect the Information.

To the extent LYB is not the author or source of any document provided to an applicant, they merely pass that document on to the applicant and do not adopt the content of it.

The intentions set out in the Information may change at any time without notice. The risk, responsibility and liability connected with an application is solely that of each applicant.

## 6.7 Acceptance

By submitting an application, each applicant:

- warrants to LYB that the information contained in its application is accurate and complete as at the date on which it is submitted and not by omission misleading, and may be relied on by LYB in determining whether or not to select the applicant for the RDP
- undertakes to promptly advise LYB if it becomes aware of any change in circumstances which causes the information contained in its application to become inaccurate or incomplete in a material respect
- acknowledges that LYB will rely on the above warranty and undertaking when evaluating the application
- acknowledges that LYB may elect to remove an applicant at any stage as a result of material changes to the information presented in its application

- acknowledges that LYB may suffer loss or damage if the applicant breaches the above warranty and undertaking
- is taken to have accepted the terms and conditions of these Guidelines.



END