



AGREEMENT ON EDF GROUP CORPORATE SOCIAL RESPONSIBILITY

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By and between:

EDF Group, as represented by its Chairman,

And:

EDF Group employee representatives and the following national and international trade unions:

on behalf of EDF Group companies in France: FNME-CGT, FCE – CFDT, FNEM- FO, CFE-CGC, CFTC;

on behalf of EDF Group companies in the United Kingdom: GMB, Unison, Prospect, Amicus;

on behalf of EDF Group companies in Hungary: VDSZSZ;

on behalf of EDF Group companies in Poland: SOLIDARNOSC;

on behalf of EDF Group companies in Slovakia: SOZE;

on behalf of EDF Group companies in Argentina: Luz y Fuerza;

on behalf of EDF Group companies in Brazil: Sindicato dos Trabalhadores nas Empresas de Energia do Rio de Janeiro, Sindicato dos Engenheiros de Rio de Janeiro;

on behalf of EDF Group companies in Mexico: SUTERM;

on behalf of EDF Group companies in Asia, the elected employee representatives of the Asia Pacific Concertation Committee (APCC);

ICEM (International Confederation of Energy, Mining & General Workers Unions)

PSI (Public Services International)

IFME (International Federation of Mining & Energy)

WFIW (World Federation of Industry Workers)

The generation, transmission, distribution and supply of electricity and energy, as vital commodities and prerequisites for economic and human development, are business activities that cannot be conducted without a highly-developed sense of Social Responsibility. Their practice implies a commitment from all companies and their employees working in this industry.

This responsibility relates to relationships between EDF Group companies and their employees, as well as to our business relationships with our customers, subcontractors and suppliers, with the populations, territories and more broadly with society at large. This Agreement addresses these various aspects of Corporate Social Responsibility, which also concerns numerous other stakeholders with whom EDF must maintain an open dialogue (e.g. institutions, governmental and non-governmental organizations...).

In a global context of electricity and energy market liberalisation and of increasing competition worldwide, all EDF Group component companies must seek to achieve competitiveness as well as economic, social and environmental performance by implementing a profitable and sustainable growth model.

EDF Group's performance model relies at once on its economic and financial achievements, its professional excellence, and its social and environmental responsibility. Built up around these three pillars, the Group's ambition is to become an international benchmark in sustainable development.

EDF Group wishes to assert its values in a context of global economic competition: respect for individuals, respect for the environment, excellent performance, solidarity and integrity. We want to forge our corporate identity, culture and ethics policy from such shared values.

EDF Group draws its strength from the cultural diversity of each of its Branches and Companies, conducive to mutual enrichment and to a combination of singular identities blending to create a corporate identity. Each and every one of us makes a contribution to the Group; this wealth of assets in turn enhances the Group's position.

The industrial dialogue between staff representatives and trade unions, on the one hand, and management, on the other, should contribute to reassert the Group's corporate social responsibility. EDF has always regarded labour/management relations as a key factor of success. We want it to contribute, at various levels (Europe, Americas, Asia), to building up the Group's corporate identity.

By signing this Agreement, the signatory parties undertake to reinforce the involvement of management and all employees in actions to foster the Group's corporate social responsibility, and to secure their credibility by monitoring and enforcing compliance with the commitments taken.

The signatory parties regard this Agreement on EDF Group's Corporate Social Responsibility, the outcome of an initial international bargaining round involving all EDF-controlled companies along with international labour organizations, as an opportunity to strengthen EDF's collective commitment to sustainable development and to contribute to advancing labour/management relations on a multinational scale. It is intended to be both proactive in its commitment to universal principles applicable Group-wide, and pragmatic in its implementation of the principles adopted in full respect for cultural, social and economic differences.

Based on such universal principles and commitments applicable throughout the entire EDF Group, each Company shall have to define the conditions of their local application and implementation, in compliance with the principle of subsidiarity and in accordance with its own economic, cultural, professional or regulatory characteristics.

I – SCOPE OF APPLICATION OF THE AGREEMENT

This Agreement shall apply to those companies over which EDF Group holds direct control, i.e. companies in which EDF owns a majority shareholding, or enjoys a majority of voting rights linked to the stock issued, or appoints over half of the members of the directing, executive or supervisory bodies.

In the event that a change in shareholding or in the shareholders' agreement of EDF Group causes any one company to exit the above-defined scope, this Agreement shall cease to be applicable to said company. Conversely, in the event that a new company enters the above-defined scope, the locally concerned stakeholders shall be offered the opportunity to join in the Agreement should they so desire. Should it become necessary to amend this Agreement to that effect, the signatory parties may then resort to the clause providing for negotiation of a rider as specified in Article IX.

In those companies where EDF holds a significant stake without exercising any direct control, the signatory parties undertake to promote this Agreement in an effort to encourage the adoption and application of its provisions.

EDF Group companies hereby undertake to comply strictly with national and local laws as well as other collective agreements, and more particularly where such laws provide for more extensive requirements than the provisions of this Agreement.

II – UNIVERSAL STANDARDS

Article 1 **Respect for Human Rights Conventions of the International Labour Organization (ILO)**

EDF Group endorses as its own the international commitments of the United Nations for the protection and defence of human rights: the **1948 Universal Declaration of Human Rights**, the 1967 **Declaration on the Elimination of All Form of Discrimination against Women**, as well as the 1959 **Declaration on the Rights of the Child**.

EDF Group reaffirms its adherence to the **Ten Principles** of the United Nations **Global Compact** of July 2000 (10th principle adopted in June 2004).

EDF Group undertakes to comply and enforce compliance with the **ILO Fundamental Conventions** in all companies under its direct control:

Guaranteeing the freedom of association and principles of collective bargaining:

Convention 87 on the Freedom of Association and Protection of the Right to Organise, 1948
Convention 98 on the Right to Organise and Collective Bargaining, 1949

Abolishing the use of forced and compulsory labour:

Convention 29 on Forced Labour, 1930
Convention 105 on the Abolition of Forced Labour, 1957

Prohibiting child labour and exploitation:

Convention 138 on Minimum Age, 1973
Convention 182 on the Worst Forms of Child Labour, 1999

Fighting against discrimination:

Convention 100 on Equal Remuneration, 1951
Convention 111 concerning Discrimination (Employment and Occupation), 1958

This commitment is also valid in the countries that have not yet ratified these conventions.

This is also the case for Convention 135 of 1971 concerning worker representatives, insofar as local law does not impose provisions to the contrary.

In countries that have not ratified these conventions, the signatories may, depending on local contexts, promote the conventions to professional organizations and the competent local authorities, by emphasizing the value of the experience of their application within EDF Group companies.

III – COMMITMENTS AND JOINT GUIDELINES SPECIFIC TO EDF GROUP REGARDING RELATIONS OF RESPONSIBILITY BETWEEN EDF GROUP AND ITS EMPLOYEES

Article 2 Health and Safety

1- EDF Group regards the health and safety of its employees as a **priority**. Appropriate working conditions and consideration for human factors are daily concerns, similarly to economic performance, environmental protection and customer satisfaction.

The signatories consider that the health and safety of the workers of the subcontracting companies are as important as those of the Group employees. These issues are addressed in Article 10.

2- EDF Group Companies undertake to establish a **working context conducive to the physical and mental health and safety** of all staff members, regardless of their duties and whatever the risks to which they may be exposed, in compliance with the law.

In an approach geared towards progress, results in the area of health and safety will be measured using appropriate indicators and conveyed to the employee representatives.

3- The Group attaches special importance to **safety training**. Training programmes must exist in each of the Group companies.

Employees must benefit from safety equipment adapted to their activity and be informed of the rules and responsibilities regarding their own safety, enabling them to **take part individually** in their own health/safety as well as that of their co-workers.

4- EDF Group Companies shall ensure from the onset that their **investment projects** present no risk of jeopardizing the health and safety of their personnel and of the surrounding communities.

5- Actions intended to **prevent occupational hazards**, in particular electrical accidents and traffic accidents, shall be implemented.

6- The companies of the Group and their employees, in their concern for their social environment, are encouraged to become involved and participate in **awareness actions in favour of major public health issues and addiction prevention**.

7- Where there is not already dialogue between labour and management on these issues of employee health and safety, a discussion must be begun the year following the conclusion of the Agreement between management and the employee representatives of the company in question, with a view to seeking the best-adapted form of organisation for this **ongoing dialogue**. Both management and labour shall have access to the information available and necessary to this dialogue.

The trade union organisations and employee representatives having signed the Agreement shall contribute to the **promotion of concerted approaches to health and safety**, in particular approaches to risk prevention for all their members and all the employees of the company to which they belong.

8- EDF Group shall analyse approaches to health and safety **certification** that could be applicable to its component companies.

Article 3 Adaptability of employees and professional careers: training, mobility

1- EDF Group intends to acknowledge and foster the **occupational adaptability** of its employees.

To that purpose, Group Companies shall endeavour to enable their employees, regardless of their category, to have access to adapted tools throughout their professional life:

- Information on changes in their business and organization, as well as on available jobs
- Ongoing training to prepare them for new jobs and new technologies
- Development of competencies and the potential for promotion, within a context of progress and ongoing training

2- Whenever mobility is required from an employee due to changes in the internal or external context of the Company, preference shall be given to methods providing for **adaptation and guidance to change** in particular via adequate training and information measures.

When **mobility is requested by the employees themselves**, each company of the Group undertakes to support individual efforts to this effect, taking into account the candidate's skills and capacities as well as the company's needs and constraints.

This mobility enables employees to **enrich their personal and professional development** through a new experience.

3- International mobility must be encouraged between the various EDF Group companies. A Group framework agreement will apply to this mobility when it meets needs expressed by the Group initiating the process. To further these goals, an international job exchange will enable employees to share their professional projects and their desire for mobility.

Article 4 - Social benefits, in particular regarding coverage of workplace accidents, illness and retirement

EDF Group Companies are fully aware of ILO recommendations to multinational enterprises urging them to contribute to improving workers' conditions¹. EDF undertakes to ensure that, by the end of the term of this Agreement, each employee of every EDF-controlled company shall be covered by **social benefits systems** providing for protection in view of his/her future retirement and to ensure his/her physical and moral dignity in the event of workplace accidents, illness or maternity.

In abidance with local laws and rules, EDF Group companies shall aim to be among the companies of their sector of activity demonstrating good practices in the country in question.

Article 5 - Fight against discrimination

1- EDF Group undertakes to fight against all forms of discrimination and asserts its willingness to **respect diversity and promote equal opportunity**.

In keeping with the provisions of ILO Convention 111, discrimination is defined as "any distinction, exclusion or preference made on the basis of race, colour, sex, religion, political opinion, national extraction or social origin, which has the effect of nullifying or impairing equality of opportunity or treatment in employment or occupation".

Accordingly, the signatory parties to this Agreement shall take all necessary measures to **remove discriminatory clauses from texts in force**, such as hiring restrictions.

2- Committed to the respect for dignity, EDF Group shall focus special attention on three specific areas:

¹ According to ILO estimates, over half of the world population is not covered by any social benefits, and only 20% enjoy adequate health insurance coverage.

- **Equal opportunity for men and women.** EDF Group companies shall, based on an overall assessment, initiate proactive approaches to ensure non-discrimination in career development, access to positions of responsibility and in the pay levels for equivalent work
- **Integration of disabled workers.** The Group shall in particular ensure that a policy is developed to assist disabled workers based on a proactive hiring process as well as on specific actions to integrate and support career development (adaptation of work stations and buildings, raising the awareness of employee teams, etc.); in the event a disability is incurred or changes, attempts will be made to find the most appropriate solutions for adapting the work station or job.
- **Origin** (ethnic, national, cultural, religious, family, regional...) shall not under any circumstances constitute a motive for denying anyone an opportunity for recruitment. Likewise, no type of job may be reserved for or prohibited to employees based on their origin. This does not exclude efforts to promote diversity in work teams.

3- EDF Group shall respect its employees' **engagement in trade unions** and in particular ensure protection against any discriminatory acts jeopardizing the freedom to organize. Therefore attention will be paid to evolutions in the careers of employees with trade union responsibilities or representing personnel.

4- EDF Group considers that the wealth of a working community lies in its diversity, and should therefore be protected and its value acknowledged. Hence **diversity** shall be stimulated at all levels within EDF Group Companies, in compliance with applicable laws, and in such a way as to ensure that the composition of the corporate community mirrors the civil society at the heart of which it operates.

Article 6 - Anticipation and guidance in industrial restructuring processes

1- In the area of anticipation of and guidance for industrial restructuring processes, EDF Group is adopting **principles** that must be abided by in all the companies covered by the scope of the Agreement. These principles² are included in the document "EDF Group Policy for the Anticipation of and Guidance for Industrial Restructuring Processes" regarding which the European Works Council was consulted in May 2003.

2- In particular, the companies of the Group shall apply the following main principles.

- **Anticipation** principle, through:
 - o The taking into account of consequences on employees during strategic decisions (choice of investment, mergers-acquisitions, restructurings, disposals)
 - o Actions addressing employees to prepare for and facilitate the necessary changes, upstream in the decision process.

² *Anticipation, labour/management dialogue, responsibility, subsidiarity, integration, solidarity at a Group level.*

- Principle of **dialogue between management and the trade unions and employee representatives**, via information and dialogue on the economic stakes, the consequences of decisions and the proper adaptation of individual and collective guidance, as well as the monitoring of their application.
- Principle of **responsibility towards employees and local economies**, aimed at limiting the social consequences for the employees concerned and the consequences for the economic equilibrium of the region. Therefore, measures intended to avoid or limit forced mass layoffs must systematically be examined, where practicable (measures for mobility within the Group, redeployment, etc.). Should forced mass layoffs not be avoidable, provisions that are more favourable than the legal minimum required by the legislation of the country concerned will be sought. In cases where jobs are lost, specific guidance could be offered to the employees concerned so as to facilitate their search for a new job (outplacement, reclassification centre, training, etc.)

Generally speaking, EDF Group undertakes to set up employee guidance measures in the companies of the Group that are among those demonstrating the best practices of the major companies in their sector of activity in the countries in question.

Article 7 Principle of employee profit sharing incentives

Human labour is the basis of EDF's business performance. Accordingly, EDF Group considers that social progress should be regarded on a par with economic progress and that employees should benefit from the performance of their company, which is the fruit of their collective efforts.

In addition to the basic wages paid to each employee, **profit-sharing incentives**, that vary in form (individual bonuses, incentive remuneration, profit sharing, save-as-you-earn schemes, employer contributions to pension funds, etc.), must be included in each company of the Group, at the latest by the end of the application period of the present Agreement.

Integrating this objective, each EDF Group Company shall define its own compensation policy to remunerate individual and collective performance, based on its own economic, social and legal conditions.

IV – COMMITMENTS AND JOINT GUIDELINES SPECIFIC TO EDF GROUP REGARDING RESPONSIBLE RELATIONSHIPS WITH CUSTOMERS AND WITH SUBCONTRACTORS

Article 8 Actions in favour of access to electricity

1- The signatories consider that access to electricity is a major factor in social and economic development and a key factor in the fight against poverty. Approximately 2 billion

people (a third of humanity) do not have access to this necessary service and many more do not have access to a reliable source of electricity.

EDF Group and its component companies take initiatives or support initiatives through partnerships in various countries, in particular in regions where they are based, to promote **better access to electricity for communities**. These initiatives take into account local contexts, in particular the requirements of regulatory authorities.

2- The signatories support the **initiatives and projects of the employees and other stakeholders** working towards this objective.

3- EDF Group devotes specific efforts in **R&D** to these actions.

Article 9 Actions in favour of poor customers

1- EDF Group Companies who distribute and supply electrical power to residential customers are confronted to various degrees with issues of economically underprivileged or poor customers, inability or difficulty to pay, or sometimes illegal connections.

EDF Group does not have the ability to carry the burden or take the initiative alone to find solutions to such problems. However, as a socially-responsible electricity supplier, the Group **acts**, wherever it operates, **with relevant partners** – whether governmental or non-governmental – and it actively **seeks out appropriate solutions**.

While acknowledging that there is no single solution to respond to the various needs of vulnerable or poor customers, EDF Group will ensure **practices and experiences are exchanged** internally, in a progress-oriented approach. This work will be communicated to the signatory parties.

3- A special effort is being made to become more familiar with the situations experienced by poor customers and provide **adapted advice** to facilitate controlling their energy budget and using it rationally. Training employees in contact with these customers will help meet this objective.

4- The signatory parties will also work in each country, with the competent public authorities, to seek out **structural solutions** including those regarding taxes on kilowatt hours or the supplying of a “vital” minimum of electricity for the poorest customers.

Article 10 Vigilance with regards to our subcontractors’ practices in the area of legal compliance, health and safety, ethical behaviour with customers and respect for the environment

1- The EDF Group companies systematically ensure that the sub-contracting companies they call upon provide **quality work and labour in full compliance with applicable laws and international standards** (for example regarding the ban on child labour).

The **Group’s requirements** shall be applied in particular to:

- **Legal compliance**

- **Employee health and safety**
- **Ethical behaviour towards customers**, and particularly respect for people and integrity
- **Respect for the environment**

2- The companies of the Group shall implement with regards to their subcontractors the **appropriate selection and assessment procedures** meeting these requirements.

3- These requirements shall be conveyed to the subcontractors. Any serious failure, not remedied following notification, to comply with legal requirements or related to issues of occupational health and safety, ethical behaviour towards customers and environmental protection, shall result in the **termination of our relations with the sub-contracting company**, in accordance with contractual obligations.

4- Regarding more specifically the safety of employees of the sub-contracting companies, reporting will be requested for **workplace accidents** occurring in the framework of jobs entrusted to them.

5- The subcontractor must apply the requirements set out by EDF Group to **any other subcontractor hired by him/her** for the assignment in question.

6- Furthermore, the signatories of the present Agreement undertake to promote the ten principles of the United Nations Global Compact with regards to **suppliers** from whom they purchase goods and services.

V - COMMITMENTS AND JOINT GUIDELINES SPECIFIC TO EDF GROUP REGARDING ENVIRONMENTAL PROTECTION AND PROMOTION OF ENERGY EFFICIENCY

Article 11- Environmental safety of our facilities, our equipment and our processes

EDF Group has facilities and equipment for which the potential hazards must be made known to the local populations via adapted communication and posted signs.

In the context of its industrial operations, EDF Group uses or generates products or emissions likely to present potential risks of serious hazards for human or environmental health.

Confronted with this reality, EDF Group hereby undertakes:

- first, to implement a **policy to prevent and reduce** known and identified hazards.
In cases where products are proved to be hazardous but a substitution cannot be made in the short term, the companies of the Group shall take action to reduce their use as much as possible, adopt the necessary, reinforced protective measures and ensure these materials are contained throughout their cycle of use.
In addition, EDF shall launch or participate in scientific programmes to seek out **substitutes** in the medium term.
- second, to implement a **precautionary policy** reflected in practice by a proactive attitude of scientific and technological anticipation and intelligence on any hazard issues related to the business activities of EDF Group companies

Article 12 Exemplary actions by EDF Group companies and employees in the area of the environment

1- As a responsible energy company, EDF carries out an active policy in the area of environmental protection. The **Group's Agenda 21** adopted on 21 December 2001 is one reference of this policy.

EDF Group and the companies composing it are pursuing an ongoing policy to improve their environmental impacts through an **ISO 14001 certification** involving and mobilizing all the management and employees concerned.

This approach includes **raising employees' awareness of applicable environmental standards** at a local as well as international level.

2- EDF Group contributes to the development of **renewable energies**. It integrates renewable energies in its production facilities or promotes decentralized solutions where technical solutions and economic conditions allow.

3- In each company of the Group, the signatory parties undertake to promote actions that encourage the **exemplary behaviour of the company and employees** on issues of environmental protection.

4- Every year EDF Group Companies, depending on their primary activity, will communicate actions undertaken in the framework of the present Article.

Article 13 The promotion of energy efficiency for clients and within the companies of the Group

1- EDF Group integrates the promotion of energy efficiency in its concerns for sustainable development.

It is developing an active policy to **promote energy efficiency** among all of its customers: advice, promotion of efficient use, etc.

It informs and advises its customers so as to help them better manage their energy consumption and control the cost of their electric bills. Special attention shall be paid to customers in difficult situations

2- The signatories encourage the companies and employees of EDF Group to demonstrate **exemplary behaviour** by promoting efficient energy use policies, in particular at the workplace.

VI – COMMITMENTS AND JOINT ORIENTATIONS SPECIFIC TO EDF GROUP REGARDING COMMUNITY INVOLVEMENT

Article 14 Support for the integration of persons with disabilities

1- Each EDF Group Company shall adopt an action plan, including specific objectives, favouring the **integration of disabled persons**, with special efforts devoted to solving problems of accessibility of sites and services and to establish partnerships with community stakeholders who are experts in this area. To accomplish this, each company shall designate a correspondent, under the supervision of Management, in charge of following up on this commitment. All of these correspondents will be able to communicate through a dedicated Internet network.

2- The companies of the Group shall implement actions fostering awareness for their employees in contact with the clientele, for their **interactions** with disabled persons.

3- EDF Group shall ensure that, when it acts as a contractor, any new buildings constructed shall take into account issues of **accessibility** for disabled persons.

4- Where such companies exist, EDF Group companies shall be encouraged to integrate companies of the protected sector in their **procurement policies**.

Sponsorships of **Handisport** and sports federation programmes shall be sought at international levels.

Article 15 Involvement in economic and social development programmes

EDF Group will integrate itself as best possible in the territories and communities where it is present.

1- In the framework of partnerships, EDF Group will be able to participate in programmes contributing to **the growth of economic activities**. It will in particular be able to support projects that meet the priority needs of local populations (electrification of territories, health and education).

2- EDF Group will become involved by developing **aid programmes for professional integration**, particularly for youths and for persons excluded from the labour market:

- Training tools: training or apprenticeships in partnership with the local educational systems or competent organisations
- Tutoring to provide support for young people entering the job market
- System of scholarships for low-income students, in the framework of a partnership and according to the opportunities and methods to be defined by each of the companies of the Group.

Depending on the recruitment opportunities offered by the Group, their candidacy could be considered.

Article 16 Involvement of the company and its personnel in initiatives of general interest

1- EDF Group shall foster the involvement of its employees in activities of general interest. The Group will encourage, in forms to be defined locally (time credit, donation of equipment, etc.), its employees' contribution to **volunteer and solidarity initiatives**, whether via associations or institutions. These may in particular be:

- Actions to educate children about energy conservation through partnerships with schools and with people living in underprivileged areas
- Actions intended to inform the general public about the risks related to using electricity (electrical appliances, etc.), for accident prevention
- Community services and assistance to people
- Other types of useful volunteer actions

2- For major humanitarian or community causes, partnerships may be sought in cooperation with national or international associations and institutions

Article 17 Solidarity of the EDF Group and its personnel in response to impacts from natural disasters on power grids outside of our zones of activity

EDF Group **encourages initiatives of collective intervention** from Group companies and their employees that are designed to repair power facilities and restore services quickly following natural disasters occurring outside of their zone of activity.

VII – COMMITMENTS AND JOINT GUIDELINES SPECIFIC TO EDF GROUP REGARDING PRINCIPLES OF CORPORATE GOVERNANCE

Article 18 **Sharing of information**

EDF makes openness a fundamental principle in its internal and external relations. In full compliance with legal, commercial and strategic requirements of confidentiality, the Group undertakes to supply **reliable, quality and updated information** on its activity and results to labour and financial stakeholders and to public authorities.

Article 19 **Dialogue between employees and managers**

1- The signatory parties want **dialogue between the managers and their teams** to be a means of facilitating information sharing and involving employees in the evolution and development of their companies and of the Group.

2- Within EDF Group, all employees must have the opportunity to exchange information with their managers on a regular basis for **assessing** professional achievements, training and career development.

Article 20 **Industrial relations**

1- EDF Group undertakes to **respect the autonomy and independence of trade union organisations**, in compliance with current laws and regulations. It acknowledges as bargaining partners and counterparts the recognised trade union organisations, in particular in instances of **collective bargaining**.

2- Any EDF Group employee must have the right to **join the labour organization of his/her choice**, to elect and be elected for **representative functions** and to enjoy **recognized rights of workers association**, taking into account current laws and regulations in force. As indicated in Article 5 of the present Agreement, he/she shall not be penalized for his/her activity in or representation of a trade union.

3- **Consultation between employers and employees representatives** shall be the preferred method for addressing issues affecting the interests of the company and its employees, or for the settling of disputes.

VIII – CONDITIONS OF ENFORCEMENT AND MONITORING OF COMPLIANCE WITH THE AGREEMENT

Article 21 **Implementation of the Agreement**

1- All the signatories agree to **convey** the present Agreement **to the employees of the Group** via their own vectors of communication.

EDF Group shall organise specific communication for its managers so they may lead and support the implementation of this Agreement for their teams.

EDF shall communicate the existence of this text to its subcontractors, in particular the principles concerning them (Article 10).

2- In each Group company concerned, **dialogue** shall be initiated between the management and the employee representatives **on the initiatives to be taken and the conditions for the implementation of the present Agreement**, within a period of six months following its signature. These initiatives shall take into account the local economic, cultural, professional or regulatory characteristics and set out conditions for enforcement within a policy of ongoing improvement.

Article 22 Conditions for enforcement and monitoring of compliance

1- A review of the Agreement implementation in EDF companies shall be conducted annually on a Group-wide scope and a report presented to a representative body to be created specifically for this purpose: the **Consultation Committee on EDF Group Corporate Social Responsibility (CCSR)**.

Members of this Committee shall include the signatories to this Agreement, in accordance with the terms and conditions specified in the Annexe. The Committee shall be presided by the Chairman of EDF Group, who may allow someone to act on his behalf.

The Committee shall meet once a year and shall have sole competence over all issues raised by the application of the Agreement.

All organization expenses (travel, accommodations, translation, etc) shall be paid by EDF Group.

2- The Committee may invite **NGO** representatives to attend its assemblies, by common agreement among its Members, and as justified by relevant items on the meeting agenda.

IX – TERM OF VALIDITY OF THE AGREEMENT

This Agreement shall remain valid for an initial term of **three years**.

The Agreement **may be revised** at any time by way of riders, for purpose of adaptation, particularly in case of any change in the Group's scope.

Within one year prior to the termination date of this Agreement, and within a deadline of 3 months at the latest prior to such date, the signatory parties fulfilling the requirements set forth under Article 1- shall meet for a joint review and assessment of its application, in the perspective of its **possible renewal**.

At this time, the role of the Consultation Committee on EDF Group Corporate Social Responsibility outlined in Article 22 may be redefined.

Each signatory party may revoke his/her signature to this Agreement, with a six-month prior notice.

This Agreement shall be translated into each of languages where EDF Group is present. **The French version alone shall take precedence over all others for the signatory parties.**

Issues of interpretation relative to this Agreement shall remain under the sole competence of the Consultation Committee on EDF Group Corporate Social Responsibility, as created under Article 21.

EDF Chairman

And the following labour organizations:

FNME – CGT, represented by

FCE – CFDT, represented by

FNEM – FO, represented by

CFE – CGC, represented by

CFTC, represented by

Unison, represented by

Prospect, represented by

Amicus, represented by

GMB, represented by

VDSZSZ, represented by

Solidarnosc, represented by

SOZE, represented by

Luz y Fuerza, represented by

SUTERM, represented by

SINTERGIA, represented by

SENGE, represented by

The representatives of the employees of the Asia-Pacific Branch, elected to the Concertation Committee

And the following international trade union organisations:

ICEM, represented by

PSI, represented by

IFME, represented by

WFIW, represented by

DRAFT ANNEXE REGARDING THE FUNCTIONING OF THE CONSULTATION COMMITTEE ON EDF GROUP CORPORATE SOCIAL RESPONSIBILITY (CCSR)

MEMBERSHIP

The CCSR is chaired by the EDF Group Chairman, or his representative. He may be assisted by managers of the Group.

It is made up of:

(Hypothesis of a unanimous signature)

For the companies of EDF Group in France: **10 representatives**

Including:

- 2 representatives of FNME-CGT,
- 2 representatives of FCE-CFDT,
- 2 representatives of FNEM-FO,
- 2 representatives of CFE-CGC,
- and 2 representatives of CFTC

For the companies of EDF Group in the United Kingdom: **4 representatives**

Including:

- 1 representative from Amicus
- 1 representative from GMB
- 1 representative from Prospect
- 1 representative from Unison

For the companies of EDF Group in Hungary:
from VDSZSZ **2 representatives**

For the companies of EDF Group in Poland:
from SOLIDARNOSC **2 representatives**

For the companies of EDF Group in Slovakia:
from SOZE **2 representatives**

For the companies of EDF Group in Argentina:
from Luz y Fuerza **2 representatives**

For the companies of EDF Group in Brazil:

- 1 representative from Sintergia
- and 1 representative from Senge

2 representatives

For the companies of EDF Group in Mexico:
Mandated by SUTERM **1 representative**

For the companies of EDF Group in Asia: **2 representatives**
designated at the Asia-Pacific Concertation Committee (APCC)

The secretary of the European Works Council is an ex officio member of the CCSR

28 representatives

+ a guest observer from EnBW

The members of the CCSR are designated by the organisations having signed the Agreement.

The international trade union organisations from our sector of activity, signatories of the Agreement, are associated with the CCSR and they each shall designate a representative (hypothesis of a unanimous signature):

ICEM (International Confederation of Energy, Mining and General Workers Unions):
1 representative

PSI (Public services International): **1 representative**

IFME (International Federation of Mining and Energy): **1 representative**

WFIW (World Federation of Industry Workers): **1 representative**

4 representatives

ANNUAL MEETING

The CCSR shall meet once per year. During each CCSR meeting, the members shall benefit from a preparatory meeting and a follow-up meeting.

In the event of a request from the majority of the members, and with the agreement of the Chairman, a special session may be held.

During its first meeting the CCSR may decide to create a bureau emanating from the CCSR and intended to ensure the proper functioning of the Committee between meetings.

This bureau may meet one to two times between the CCSR sessions. It shall be composed of six members appointed from within the CCSR, including at least one representative per geographic zone concerned by the present Agreement.

The secretary of the CCSR, elected during each annual meeting of this body, shall be in charge of coordinating the work of the bureau and the CCSR members.

MEANS

- Funding

The Group shall cover the costs directly related to the functioning of the Committee and the Bureau, in addition to the organisation of their meetings, within the limit of an annual budget of 220,000 euros.

- Time Allotted

The employee representatives designated to participate in the CCSR meetings shall be given time in the company that employs them to prepare and participate in the annual CCSR meeting (4 days per year).

An additional credit of 2 days shall be allotted to the members of the CCSR bureau. Travel time shall be added as needed.

- Working Languages

All the participants shall be able to speak the language of the countries they represent. However, any report to be presented before the Committee shall, at least in its written form, be presented in English or in French.

The annual review document provided for in Article 22 shall be translated in all the languages of the CCSR members.

- Publication of Documents

A report taking stock of the implementation of the Agreement in the companies of the Group shall be disclosed to all of the employees of the Group via an appropriate channel. It shall be sent to the members of the CCSR one month before the annual meeting.

The employee representatives who are members of the CCSR shall have access to a specific community within EDF Group-Net and thus have an internal tool for communicating remotely, between CCSR meetings.