



AGREEMENT ON EDF GROUP CORPORATE SOCIAL RESPONSIBILITY

25 January 2009

AGREEMENT ON EDF GROUP CORPORATE SOCIAL RESPONSIBILITY

By and between:

EDF, a limited liability company located at 22-30, avenue de Wagram 75382 Paris Cedex 08, represented by its Chairman and Chief Executive Officer,

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-CMTE;

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

on behalf of EDF Group companies in Hungary: EVDSZ;

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 Asia, the elected employee representatives of the Asia Pacific Consultation Committee (APCC);

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

PSI (Public Services International)

IFME (International Federation of Mining & Energy)

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 increased 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, environmental responsibility, striving for excellence, a commitment to the community and the necessity of 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 the 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 Group has always regarded labour/management relations as a key factor of success. We want it to contribute to the building of 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 international bargaining round involving all EDF-controlled companies along with international labour organisations, as an opportunity to strengthen EDF Group'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. In compliance with the local laws and rules, the companies

of EDF Group shall seek to be among the companies in their sector of activity having best practices in the country in question.

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 (i.e. based on the economic, cultural, professional or regulatory characteristics of the country in question).

I – SCOPE OF APPLICATION OF THE AGREEMENT

The EDF Group CSR Agreement is intended to be a common foundation for the companies in which EDF exercises direct control.

Given the formalised conditions for follow-up that it henceforth implies, this Agreement shall apply to EDF SA as well as the companies included in the attached Annexe 1, starting from the date of its entry into force.

After this date, this Agreement shall be intended to be applied to companies of over 50 employees over which EDF SA 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) as well as the companies of over 50 employees in which EDF SA directly or indirectly holds at least 45% of the capital.

The effective application of this Agreement to the companies mentioned in the previous paragraph is contingent on the express adherence of said companies to this Agreement, as evidenced by the conclusion of an Adherence Agreement in accordance with the model enclosed in Annexe 2. As these are companies with over 50 employees, of which EDF SA directly or indirectly holds between 45% and 50% of the capital, the validity of the adherence agreement is furthermore contingent on its signature by the representative of the EDF SA Management.

The conclusion of an Adherence Agreement is possible at any time during the period of validity of this Agreement and is deemed acceptance of these provisions.

The entry into force of the Adherence Agreement also implies acceptance of this adherence by EDF SA and all the companies already covered by the Agreement.

In the event that a company no longer fulfils the criteria defined above, this Agreement shall then cease immediately to be applicable.

The companies included in the list in Annexe 1, as well as those that will have effectively adhered to this Agreement will hereinafter be designated as “the Companies of the Group”, “EDF Group” or “the Group”.

In those companies where EDF SA exercises significant influence without exercising any direct control, as well as in the companies with fewer than 50 employees in which EDF SA exercises 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.

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**.

It also draws upon the OECD Guidelines for Multinational Enterprises adopted on 27 June 2000.

EDF Group reaffirms its adherence to the **Ten Principles** of the United Nations **Global Compact** of July 2000 (10th principle adopted in June 2004). It undertakes, with the signatory parties, to promote them to its suppliers.

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 organisations and the competent local authorities, by emphasizing the value of the experience of their application within EDF Group companies.

3-1- RESPONSIBILITY WITH REGARD TO EMPLOYEES

Article 2 Occupational 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 ongoing objectives, 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 8.

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 of the country in question.

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 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 during professional careers: training, mobility

1- EDF Group intends to acknowledge and foster the **ability of its employees to acquire and maintain the competencies necessary to find or retain a job.**

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:

- Integration of new employees
- 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 configuration of the Company, preference shall be given to methods providing for **adaptation and guidance to change** at the proper level and with the greatest anticipation possible, 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. In this framework, the signatories shall promote the international job exchange (GEO) so that the employees may share their professional projects and their desire for mobility.

Article 4 Social benefits, in particular regarding maternity, 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 SA undertakes to implement measures in its power gradually so that company that it controls 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.

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'.

The signatories would also like to fight against discrimination related to sexual orientation.

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.

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

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

- **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, monitoring job evolutions, 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 organise. Therefore attention will be paid to the job evolution 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 shall endeavour to enable their employees, 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- With regard to the anticipation of and guidance for industrial restructuring processes, EDF Group has adopted **principles**² that 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.

The aim shall be, in particular, to apply the following main principles of this policy in the companies covered by the scope of application of the Agreement:

- **Anticipation** principle, through:
 - o The taking into account of consequences on employees during strategic decisions (choice of investment, mergers-acquisitions, restructurings, disposals)

² Anticipation, labour/management dialogue, responsibility, subsidiarity, integration, solidarity at a Group level
EDF
EDF Group CSR Agreement – 2009

- Actions addressing employees to prepare for and facilitate the necessary changes, upstream in the decision process.
- 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 ensure that the employee guidance measures rolled out in the companies of the Group are among the best practices of the major companies of the sector of activity in the country in question.

Article 7 Employee profit sharing system

The work of the men and women of EDF Group is the basis of its 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 the signatories are aiming at a **profit-sharing system, incentives** that vary in form (individual bonuses, incentive remuneration, profit sharing, employer contributions to save-as-you-earn schemes or pension funds, etc.), being present in each company of the Group.

In this framework, 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.

3-2- RELATIONS WITH SUBCONTRACTORS

Article 8 Relations with our subcontractors in the area of legal compliance, health and safety, ethical behaviour with customers and respect for the environment

1- The companies of EDF Group 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). They strive to enable the subcontracting companies and their employees to intervene on their behalf in working and health and safety conditions at the best level of the companies of the sector and the country in question.

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 legislation, the rules concerning employee health and safety, the principles governing relations with customers and the regulations in force with regard to the environment, shall result in the **termination of our relations with the subcontracting 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- Subcontractors must apply the requirements set out by EDF Group to **any other subcontractor** whom they may have **hired** for the job in question.

3-3- PROTECTION OF THE ENVIRONMENT, AND IN PARTICULAR THE FIGHT AGAINST CLIMATE CHANGE, RESPECT FOR BIODIVERSITY AND THE PROMOTION OF ENERGY EFFICIENCY

Article 9 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, the companies of EDF Group hereby undertake:

- First, to implement a **policy to prevent and reduce** known and identified hazards. In cases where products are proved to be hazardous but they cannot be replaced in the short term by other products, the companies of the Group shall take all measures 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 Group 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 10 Exemplary actions by EDF Group companies and employees in the area of the environment, in particular in the fight against climate change and the preservation of biodiversity

1- As a responsible energy company, EDF Group carries out an active policy with regard to respect for the environment.

EDF Group companies are pursuing an ongoing policy to improve their environmental impacts in reference to an **ISO 14001 certification** involving and mobilising all the management and employees concerned.

This approach includes **raising employees' awareness of applicable environmental standards**.

2- EDF Group contributes to the fight against climate change, the preservation of biodiversity and the development of **renewable energies**. It aims at remaining the energy company that emits the least CO₂ among the main European energy companies, in particular by reducing the emissions of the industrial facilities and most particularly of the generation facilities. It integrates renewable energies in its production fleet or promotes decentralised 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** with regard to respect for the environment (in particular the fight against climate change and the preservation of biodiversity).

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

Article 11 The promotion of energy eco-efficiency for clients and within the companies of the Group

1- Aware of its responsibility as a major energy company, in particular in the fight against climate change, EDF Group integrates the promotion of energy eco-efficiency in its concerns for sustainable development: the simultaneous decrease in energy consumption and CO₂ emissions.

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

It informs and advises its customers so as to help them better manage their energy consumption, their CO₂ emissions and control the cost of their electric bills. Special attention shall be paid to customers in difficult economic situations

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

3-4- SOCIAL RESPONSIBILITY OF THE GROUP

Article 12 Actions in favour of vulnerable customers

1- EDF Group companies that distribute and supply electrical power to residential customers are confronted to various degrees with issues of economically fragile or disadvantaged customers, the 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 energy company, the Group will **act**, 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 disadvantaged 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.

2- A special effort is being made to become more familiar with the situations experienced by disadvantaged 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.

3- 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 most disadvantaged customers.

Article 13 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 persons with disabilities**, 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.

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 14 Involvement in local 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 and social activities related to our activities and locations**. It will in particular be able to support projects that meet the priority needs of local populations: housing (access to essential services, eco-efficiency, renovation), 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 15 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
- Actions aimed at improving housing and quality of life
- Other types of volunteer actions in keeping with the recommendations of the Group in this area

2- For major humanitarian or community causes, partnerships may be sought in cooperation with national or international associations and institutions in keeping with the recommendations of the Group in this area.

3- EDF Group encourages the development of initiatives fostering the access of its employees to cultural and sports activities.

Article 16 Actions in favour of access to energy

1- The signatories consider that access to energy 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 electricity 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 energy for communities**. These initiatives take into account local contexts, in particular the requirements of regulatory authorities. Insofar as is possible, they shall be sustainable and accompanied by eco-efficiency advice.

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 17 Solidarity of the EDF Group and its personnel in response to impacts from natural disasters on power grids in particular 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 in particular outside of their zone of activity.

3-5- INFORMATION AND DIALOGUE

Article 18 Sharing of information

EDF Group 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 (an annual frequency is considered to be a good practice), for the **assessment** of their 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 the company, in particular in instances of **collective bargaining**.

2- Any EDF Group employee must have the right to **join the labour organisation of his/her choice**, to elect and be elected for **representative functions** and to enjoy **recognised rights of workers association**, in compliance with the laws and regulations in force. As indicated in Article 5 of this Agreement, he/she shall not be penalized as an employee in his/her career development for his/her activity in or representation of a trade union.

3- **Social dialogue** (including formal discussion) **between employers and employees representatives** shall be the preferred method for addressing issues affecting the interests of the company and its employees, the settling of disputes and the implementation of this Agreement.

Article 21 Implementation of the Agreement

1- All the signatories agree to **convey** this 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 Group shall communicate the existence of this text to its subcontractors, in particular the principles concerning them (Article 8).

2- In each Group company concerned, **dialogue** between the management and the employee representatives shall enable consultation **on the initiatives to be taken and the conditions for the implementation of this Agreement**. 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 representatives of the signatories to this Agreement, in accordance with the terms and conditions specified in the Annexe. The Committee shall be presided by the Chairman and Chief Executive Officer of EDF, 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.

3- At the local level, the conditions for monitoring and enforcement are specific to each company concerned. However, at a minimum they must be based on an annual written review (translated into French or English). This review shall be forwarded to the employee representatives in charge of monitoring the CSR agreement, before being integrated in the internal annual review on the implementation of the Agreement at the Group level. The companies concerned will take care to work on all the Chapters of the Agreement and, annually, more in particular on the priorities set out at the Group level and on their own local priorities.

V – TERM OF VALIDITY OF THE AGREEMENT

This Agreement shall remain valid for an initial term of **four 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 date of the end 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 I- shall meet for a joint review and assessment of its application, in the perspective of its **possible renewal**.

Each signatory party may revoke his/her signature to this Agreement by registered letter with return receipt, with six months prior notice.

This Agreement shall be translated into each of languages of the members of the CCSR. **The French version alone shall take precedence over all others for the signatory parties.**

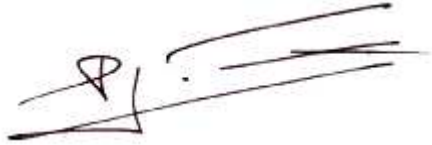
Issues of interpretation relative to this Agreement shall remain under the sole competence of the Consultation Committee on EDF Group Corporate Social Responsibility, as created under Article 21.

ACCORD SIGNE LE : 10 décembre 2008

A : Paris

PAR

Le Président Directeur Général d'EDF,




Et les fédérations syndicales suivantes :


FNME – CGT, représentée par

Hervé Béquet


FCE – CFDT, représentée par

Fabrice Pierson



FNEM – FO, représentée par

Valérie Besson


CFE – CGC, représentée par

J.C. PELOFFY

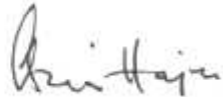

CFTC-CMTE, représentée par

ORASCO France


Unison, représentée par

 Tony Allen

Prospect, représentée par

Secretary of Prospect EDF Energy Branch 

Unite-Amicus, représentée par

DW Chapman.

GMB, représentée par



EVDSZ, représentée par

Elek-Savaya Istak


Solidarnosc, représentée par

Walentyna Sasim


SOZE, représentée par

Igor PASTIĆ


Les représentants des salariés de la Division Asie-Pacifique,
Elus au Comité de Concertation

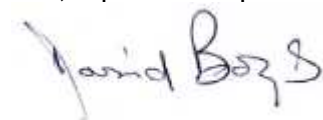


Et les organisations syndicales internationales suivantes :

ICEM, représentée par



ISP, représentée par



OIEM, représentée par –

Alain SIMON.


ANNEXE 1

List of the companies where the EDF Group CSR Agreement of 24 January 2005 revised on [● date of the signature of the 2008/2009 rider] applies

COMPANY	COUNTRY
EDF Energy	UK
EDF SA	France
ERDF	France
ES	France
RTE	France
BERT	Hungary
DEMASZ	Hungary
ECK	Poland
ECW	Poland
KOGENERACJA	Poland
ERSA (Rybnik)	Poland
SSE	Slovakia
SYNERGIE (Laibin)	China
MECO	Vietnam

ANNEXE 2

ADHERENCE AGREEMENT for the CSR AGREEMENT dated [● <i>date of the signature</i>]
--

Article 1- Purpose of the adherence agreement

By this Adherence Agreement, concluded in application of Chapter I of the Agreement dated [● *date of the signature*], hereinafter referred to as “the Agreement”, the parties agree to adhere to the Agreement, as of [● *date*].

Article 2- Effects of the Adherence Agreement

Via this adherence, the signatory parties agree that the Agreement shall become applicable to them in all its provisions: adherence implies the acceptance of all the provisions of the Agreements and its annexes and its subsequent riders.

Article 3 – Final provisions of this Adherence Agreement

3.1. Duration

This Agreement is for an undefined duration. It enters into force on the day following the date of its official filing.

3.2. Revision

At any time, negotiations to revise this Adherence Agreement may be opened at the request of one or several representative trade union organisations signatories of this Agreement or at the request [● *indicate the name of the company that is adhering*].

The revision of the Agreement shall take place in compliance with the provisions of the French Labour Code.

3.3. Denunciation

The denunciation of this Adherence Agreement by any one of its signatories may occur at any time following a three-month advance notice period, according to the conditions provided for in Articles L.2261-9 and following of the French Labour Code.

3.4. Filing and posting formalities

This Adherence Agreement shall, at the initiative of the company, comply with the filing and posting formalities in compliance with the provisions of the French Labour Code.

Signed at [●]

On [●]

Signatures:

The representative of the adhering company [● *indicate the name of the company that is adhering*]

The representatives of the Representative Trade Union Organisations [●]

The representative of EDF SA Management [● *in the event of adherence by a company of which EDF SA holds between 45% and 50% of the capital*]

ANNEXE 3

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

MEMBERSHIP

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

It is made up of:

For the Management representatives of the Group companies: a managerial team made up of the representatives of the primary zones of the scope of application of the Agreement.

(Hypothesis of a unanimous signature)

For the representatives of the employees of the companies of EDF Group:

For the companies of EDF Group in France: **10 representatives**
members of the representative trade union organisations, including on [● *date of the signature of the agreement*]:

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

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

Including:

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

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

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

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

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

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

23 representatives

+ a guest observer from EnBW

The employee representative 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**

3 representatives

Changes in the Group, and/or the adherence mechanism provided for in Chapter I, may result in a company entering into the scope of the Agreement, although it is located in a country not yet represented in the CCSR.

In this event, the membership of the CCSR is reviewed during the first meeting of the Bureau following the adherence of this company to the Agreement between employee representative members of the Bureau and representatives of Management to ensure that the employees of the company from the country not yet represented in the CCSR shall benefit from a representative within the body. The signatories have the desire that all the countries in which the companies entering into the scope of application of the Agreement are located are to be represented in the CCSR.

The application of all these membership rules for the CCSR must be compatible with a reasonable size of the body, so that it may preserve its effectiveness. Thus, if this size should reach 30 members, a redefinition of the membership rules of the CCSR, enabling the same number of members to be maintained, must necessarily take place by means of a rider.

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.

A Bureau emanating from the CCSR is put into place 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 every two years (at the time of the election of the Secretary) from within the CCSR, including at least one representative per geographic zone concerned by the present Agreement. However, the representatives appointed to the Bureau for a zone shall be able to change from one year to the next if the representatives of the zone in the CCSR so wish.

The secretary of the CCSR, elected every two years during the annual meeting of this body, shall be in charge of coordinating the work of the Bureau and the CCSR members.

MEANS

- 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 (3 days per year). The members of the CCSR who are neither members of the Bureau nor the Secretary benefit from an additional day to work on the CSR Agreement per year.

An additional credit shall be allotted to the members of the CCSR Bureau (four days to participate in the Bureau meetings, in addition to one day per quarter for follow-up) and to the Secretary (four days to participate in the Bureau meetings in addition to one day per month for follow-up and three days to prepare the CCSR).

Travel time shall be added as needed.

To carry out one-off actions related to the CSR Agreement (internal communication and field visits related to the CSR Agreement) validated by Management, an allotted 26 day time credit is at the disposal of the Bureau (including travel time in the event the actions require it). It may be used by the Bureau members or duly-designated CCSR members to carry out concrete CSR projects based on a set of specifications proposed by the Bureau and validated by Management.

- Funding

EDF SA covers the costs directly related to the functioning of the follow-up on the CSR Agreement (CCSR meetings, Bureau, interpretation and translations). The transportation costs are covered by the companies of the Group. The forecast of the expenses comprising the functioning costs and those costs pertaining to one-off actions related to the CSR Agreement (see paragraph "Time Allotted") that have been outlined in a set of specifications and have received preliminary approval from the company shall be examined each year with the CCSR Bureau for the following year.

- Language Training

For the employee representative members of the CCSR needing language training in French or in English and who have difficulties in benefiting from this training, the corporate managerial team in charge of the follow-up on the CSR Agreement shall seek out an adapted solution.

- 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 15 days 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.