



**EDF**  
**EUROPEAN WORKS COUNCIL**  
**AGREEMENT**  
**OF 14 NOVEMBER 2001**

**AS REVISED**  
**IN FEBRUARY AND MAY 2005**

## **PREAMBLE**

EDF's policy of external growth means that today it is an international group, which exercises its multi-energy and multi-services activities on competitive markets, in accordance with the principles and the basic rights of the International Labour Organisation (trade union freedom, and acknowledgement of the right to collective negotiations).

Because the management and the employee's representatives considers dialogue between the management and employees to be one of the foundations for its economic success, the Group wanted its growth to be accompanied by the setting up of committees permitting dialogue between the management and the employees in the Group's companies.

Europe, as the priority scope for the Group's economic expansion, is also the primary theatre where the Group intends to implement this strategy, backed by national laws and transnational practices, and more specifically the European Directive on European Works Councils and its transcription into the laws of European Union Members States (in France: Law No. 96-985 of 12 November 1996).

The ambition of the signatories of this agreement in this geographical space is to make the EWC an information and consultation forum where the management and the employees will endeavour to ensure that the companies in the Group are efficient, whilst, taking the interests of their employees into account. They are convinced that dialogue between management and employees can increase the relevance and the effectiveness of the management's decisions by enabling the employees' representatives to know and understand the reasons for them, as well as making proposals to complete or to improve them. They can thus be associated with the Group's development and the advancement of the employee's material and moral condition. They will pay particular attention to questions concerning employment, and to compliance with the principles stated under the EDF Group "Corporate Policy on Anticipation and Guidance in Industrial Restructuring Processes" presented to the EWC for consultation at its Plenary Assembly of 14 May 2003.

The Signatories thus wish for the EWC to become one of the fora involved in implementing the EDF Group Corporate Social Responsibility Agreement signed unanimously on 24 January 2005. To this purpose, the EWC Secretary shall therefore be de jure entitled to participate in the EDF Group Dialogue Committee on Corporate Social Responsibility (DC/CSR) created under said Agreement.

The signatories further wish to promote promotes the values of the Public Service at the European level, (including solidarity and the access to energy for customers in difficult situations), and enable a strong identity to emerge by displaying and sharing these values, combining the cultures of the Group and the joint ambition to work together for economic and social progress in Europe.

The Signatories intend to promote gender parity within the EWC. To this purpose, the number of women sitting as Full Members on the EWC shall tend towards proportionality with the female employee headcount within the various European companies of EDF Group.

## **Article 1 - OBJECT OF AGREEMENT**

The European Works Council (the EWC) is an information and consultation body for the employee representatives on questions relating to the entire group (dominant company and subsidiaries). It is also consulted on transnational questions in the field of competencies defined below. In addition to subjects concerning two establishments or companies situated in two different countries, subjects will also be considered transnational which concern a subsidiary situated outside France the restructuring of which derives from a decision of the dominant company, or is a direct consequence of one of the policy decisions taken by the group.

In the absence of a French group committee, and without prejudging its creation in France, the EWC is competent when the dominant company and a French subsidiary are concerned.

The purpose of the EWC is to improve the information of employees in all the subsidiaries and companies included in the EDF group scope of consolidation.

In accordance with the principle of subsidiarity, the EWC does not take the place of the employee consultative bodies specific to each company and each country, which retain all their attributions.

The purpose of this agreement is to define the scope of consolidation, information, consultation, composition, operation and means of the EWC.

## **Article 2 - SCOPE OF CONSOLIDATION OF EDF GROUP**

This agreement relates to the dominant company, its French subsidiaries, and its subsidiaries in European countries (European Union, European Economic Area, Countries applying to the Union). The list of these countries, at the date of signature, appears as an appendix to this agreement. It is modified in accordance with the changes in the group.

In this geographical area it relates to companies where the EDF exerts a dominant influence as understood by the first article of the French law of transposition.

Thus, the group scope of consolidation includes companies in which the dominant company holds at least 10% of the capital, when the permanence and the importance of the relations between these companies establish that both belong to the same economic unit, and that EDF exerts a dominant influence.

*“The existence of the dominant influence is presumed as existing, without prejudice to any contrary proof, when a company, directly or indirectly:*

- can name more than half of the members of the administration, management or monitoring bodies of another company;*
- or has a majority of the votes attached to the shares issued by another company;*
- or holds a majority of the subscribed capital of another company”.*

The scope of consolidation as defined will be reviewed every six-months in order to take into account any developments within the group and to carry out the necessary adjustments. To this end, the situation of the companies will be analyzed pursuant to the above criteria.

With regard to holdings (10 to 50%) not included in the group scope of consolidation, the secretariat and a management representative will nevertheless be able to examine their actual situations with reference to the following elements:

- The appointment of the company directors
- The number of directors directly coming from the dominant company
- Importance of its activities involving or relating to production, transport, distribution or associated services,
- The wishes of the employees,

In order to allow them, subject to the agreement of the Chairman and the majority of the employee representatives of the EWC, to have an observer's seat during meetings for any points on the agenda concerning the whole group or their company.

### **Article 3 - INFORMATION TO THE EWC**

The members of the EWC shall receive continuous information relating to the life of the group and the economic, financial, and social strategies of the group on the European level.

To this end, the management provides the employee representatives, in appropriate time, form and content, with information enabling them to understand the desired objectives and the strategies implemented, assess their impact, to appreciate the results obtained and to ensure a follow-up of the questions coming under the responsibilities of the EWC.

The content of this information relates in particular to:

- The group structure and its development
- The contents of the group contract with the French State
- The group economic and financial situation (including the presentation of the consolidated accounts, the investments and the budgets)
- The development of all the group's activities and its incidence on employment within the group
- The social characteristics relating to the entire group.

The Chairman can also provide the EWC with any information, which he considers useful relative to the group strategy on a worldwide level.

This information and its social consequences may lead to a debate.

Without prejudice to other bodies' duty to provide information, the EWC Secretariat shall be immediately informed between two plenary meetings, by priority, of any developments to the structure and the strategic orientations of the group. In order to ensure such continuous information, a special update on the Group's life shall be presented quarterly during meetings of the EWC Secretariat, by a management representative of EDF Group.

Without prejudice to the provisions of article 4-3, the board reserves the right to defer the communication of certain information if this would seriously harm its strategic interests. Once it is able to communicate said information, the EWC shall also be informed about the reasons for the deferment.

#### **Article 4 - CONSULTATION WITH THE EWC**

4-1) Consultation with the EWC shall be deemed to mean exchange of views and establishment of a dialogue between the employees' representatives and the employer on any subject within its scope of competence.

Such consultation shall take place at an appropriate time and rely on appropriate means and contents. It implies that the EWC shall be provided with precise, written and relevant information of the issues on the agenda. Such information shall be circulated in accordance with the terms of Article 7-4.

Said consultation may give rise to the issuance of an opinion by the EWC. The consultation process shall take place under the conditions and on issues as defined hereafter.

4-2) The EWC must be consulted before the implementation of the group's orientations relative to:

- The research and development policy
- New industrial processes, technological choices and working methods
- The environmental policy
- Missions of a general interest
- Professional equality
- The training policy
- The accident prevention, safety, working conditions, hygiene and health policy
- The group's social policy regarding restructuring
- The mobility policy

The debate on these questions must allow the employee's representatives to give their opinions with replies from the management.

4-3) In the case of exceptional national or transnational events (as defined in article 1) having implications likely to have a serious effect on the interests of the Group's employees (for example relocation, sales, mergers or closing-down of companies or plants, collective redundancies...), the EWC shall meet for an extraordinary session at the request of the secretary. On such occasions it shall be consulted in due time and with useful effect so that the elements of the debate or the opinion of the EWC can be integrated into the decision-making process. The opinion of the EWC also calls for an answer with reasons from the board.

4-4) The EWC is consulted with regards to all subjects relating to an agreement between the Chairman and the Secretariat.

#### **Article 5 - OPINIONS OF THE EWC AND INFORMATION TO EMPLOYEES**

5-1) The EWC is a place where its members are free to express their views and opinions on all of its areas of competence.

5-2) Ad hoc and non-permanent working groups, the members of which shall be representatives from the body, can be established. The working group thus established can be assisted by competent persons, employees of the group or external to it. The

setting-up of these work groups, and the designation of competent persons, is done on the joint initiative of the Chairman and the employees' representatives on the EWC

5-3) Broad-scale and rapid information relating to the debates carried out within the EWC, and its opinions, shall be prepared and distributed to the group's employees.

This information is prepared and distributed according to the specific practices of each group company. Regarding the EWC-dedicated intranet site, all data transmitted to employees via this channel shall be covered under the scope of the conditions for use stipulated in the related Annex to this Agreement.

The Secretariat and the members of the EWC can circulate the information to the group's employees, under their liability.

#### 5-4) Expert audits:

Within the framework of the EWC's areas of competence, the employees' representatives may:

- decide to have an expert's report on the consolidated accounts, carried out by an expert of their choice. A working group shall be formed to this purpose, in order to draft the terms of reference for such expert appraisal and submit its proposals;
- come to an agreement with the Chairman on the undertaking of any other expert's report.
- decide, on their own initiative and on a majority vote, to have an expert's report on questions which fall within the fields of consultation of the EWC.

The terms and conditions for financing these reports are set out in Article 7-6.

### **Article 6 - COMPOSITION OF THE EWC**

The rules relating to the composition of the EWVC are valid for the first year of its operation. As soon as the EWC is set up, a working group, comprising the members of the management and the members of the EWC will be instructed to draw up and present, during the assessment stipulated in article 9, proposals which are shared by a reasonable number of the representative members of the employees on the EWC, and a fair balance in their distribution per country.

#### 6-1 Full Members

The EWC consists of the Chairman of the dominant company as well as representatives of the employees of group companies, who are themselves employees of these companies.

For the first year, the number of full EWC members representing their employees, and their distribution shall be as follows

(cf. appendix attached):

- each country included within the group scope of consolidation has occasion to designate a member as of right, who represents the employees of all the group's companies within that country, if there are more than 50 such employees.

- in each country the employees of the group's companies are represented by brackets of employee numbers as follows:

*EDF agreement:*

- from 1 000 to 1 999 : 1 member
- from 2 000 to 2 999 : 2 members
- from 3 000 to 4 999 : 3 members
- from 5 000 to 6 999 : 4 members
- from 7 000 to 9 999 : 5 members
- from 10 000 employees: 1 extra member per block of 10 000 employees.

## 6-2 Deputy Members

Each full member of the EWC shall have a deputy. This person takes part in the preparatory, plenary and restitution sessions only in the absence of the full member.

When replacing the full member, the deputy has the same rights and duties as the full member.

He systematically receives the same documents and information as the full member, and can take part in the educational activities provided for the full members of the EWC.

The hours' credit defined in article 8-3 allows for meetings between the full member and his deputy.

## 6-3 Guest Members

The persons who are invited by the EWC in a consultative capacity are :

- the observers, under the conditions set out in article 2
- As permanent observers, one delegate from each representative European labour federation, i.e. on the date of Agreement revision: EMCEF and EPSU
- With the agreement of the Chairman, the employees' representatives may be assisted during sessions by one or more competent persons.

## 6-4 Designation of Members

For the employees of companies or establishments in France, the trade union organizations appoint their members from amongst their elected officials or the trade union representatives within the company or any employee of one of the companies of the group empowered to occupy a seat which falls to him.

The seats held by the French representatives shall be allocated proportionately to the representation of the labour organisations as measured at the last representative elections in the Parent Company and in its subsidiaries in France (TIRU and Electricité de Strasbourg on the date of Agreement revision, and in accordance with the rules agreed between the French trade unions representative on a national level.

The employee representatives of companies or establishments included within the scope of consolidation and located outside France are appointed or elected according to rules of each country's transposition law, or failing that according to the applicable representation rules or customs in these countries.

#### 6-5 Term of office

Subject to the provisions of article 6-6, the term of office is 3 years.

#### 6-6 Modification of representation

Any modification to the employee representation resulting from developments within the group shall comply with the provisions of article 2 relative to the scope.

The representation of the employees on the EWC defined in article 6-1 is adjusted every 6 months in accordance with the changes in the scope defined in article 2.

The term of office of a member of the EWC automatically ceases when the company to which the representative belongs leaves the scope of consolidation of the group.

The same applies if the representative loses his elected or union mandate. In this case, the outgoing member is replaced in accordance with the rules of appointment set out in article 6-4.

#### 6-7 Interim Provisions

At a constant scope of consolidation and notwithstanding the application of Paragraph 6.6, the following provisions have been adopted.

In order to retain a number of personnel representatives at least equal to the number pre-existing the revision of this Agreement, and therefore to account for the EWC mode of functioning over the past three years, it is hereby agreed that, until such time that new members enter the EWC as representatives of any new company or new country to be incorporated into the EWC scope, the seats shall be allocated per country as follows:

- France : 18 members
- United Kingdom: 5 members + 1 additional member
- Poland: 3 members + 1 additional member
- Hungary: 2 members + 1 additional member
- Slovakia: 2 members
- Germany: 1 observer

Total: 34 members

Regarding the United Kingdom, the election process leading to the designation of EWC members shall provide for a clear identification of the additional member and his/her deputy, who shall hold a seat on the Council only during the interim period.

Additional members entitled to a seat during the interim period shall enjoy the same prerogatives and resources as full members, and in particular each additional member shall be entitled to a deputy.

### **Article 7 - OPERATION AND RESOURCES**

#### 7-1 Chairmanship

The EWC is chaired by the Chairman of the dominant company during the presentation of the consolidated accounts and in the event of exceptional occurrences.

He can be represented at other meetings by a deputy Chairman whom he designates for the duration of the mandate.

The Chairman of the EWC can be assisted by Group managers in accordance with the agenda.

## 7-2 Secretariat

### *7-2-1 Composition and role of the Secretariat*

The Secretariat shall consist of one Secretary, 5 French Deputy Secretaries plus one Deputy Secretary per country entitled to one or several representative members within the EWC.

The secretary and the deputy secretaries are chosen from amongst the full members of the EWC.

The Secretary represents the EWC concerning all procedures connected with the Committee's civil personality.

The Secretariat shall co-ordinate the EWC's activities, follow-up between sessions and organise the meetings. It is also in charge of follow-up of the expert's reports mentioned in article 5-4, in liaison with the Board for those decided on by common accord.

The Secretariat carries out a permanent co-ordination mission with the management and EWC members on matters relating to operation of the EWC.

### *7-2-2 Appointment of the Secretariat*

The Secretariat shall be composed of the Secretary and the Deputy Secretaries.

The Secretary is elected for the length of his term of office as a member of the EWC (3 years). On the majority of the votes by the employees' representatives on the EWC.

In the event of a tie in the number of votes for the Secretary's position, the union organization representing the greatest number of employees within the group shall appoint the secretary.

The representatives of the French employees appoint 5 deputy secretaries, one for each union group represented.

The representatives of employees of other nationalities in the Group appoint shall appoint one Deputy Secretary per country represented.

All the employees' representatives approve by an absolute majority vote the list of Deputy Secretaries formed as above described.

## 7-3 Meetings

Except in the event of exceptional circumstances, the EWC holds a plenary session at least twice each year, which is convened by the Secretary, in agreement with the Chairman.

The Secretary and the Chairman of the EWC can agree to convene one or several additional meetings.

In addition, the EWC is automatically held within a time limit of six weeks if the majority of the employee representative members request this.

The meetings are held over one day. They can be extended by a day, if required, depending on the agenda.

The employees' representatives hold a preparatory meeting the day before the plenary meeting, and a summarizing meeting the day after.

Any delegation wishing to work collectively prior to EWC Plenary Assembly Pre-Meetings may do so via appropriate means (conference calls, physical meetings, etc.). Travel expenses, if needed, may be paid out of the "travel expense budget" allocated to the EWC under the terms of Article 7-6 within the limits provided by said budget.

#### 7-4 Agenda

The Chairman and Secretary shall jointly determine the agenda.

In the absence of agreement on the contents of the agenda, it shall be set by the Chairman.

However, a demand made by a majority of the employees' representatives to enter a point on the agenda must be granted.

The agenda and all other information documents needed by the EWC shall be sent to the full and deputy members one month before each ordinary session, or as soon as possible if a meeting is to be held for exceptional reasons.

All documents shall be sent out in French and the languages of the represented countries.

#### 7-5 Meeting minutes

The Secretariat shall prepare the minutes of the plenary sessions, supervised by the secretary. To this purpose, a service provider shall be hired to take the minutes of Plenary Assemblies and deliver a draft report to be delivered to the Secretariat within 2 weeks following the Assembly.

The minutes convey the main elements of the debates, positions and views expressed by all parties. A provisional document will be sent to the participants within one month of the meeting. The final document, approved during the following meeting, shall be signed by the Chairman and Secretary, and then distributed to the group's companies and units, by the Secretariat.

#### 7-6 Budget and operating costs:

All of the costs of holding meetings provided for in articles 7-3 and 4-3 are paid for by the Group (translation and circulation of preparatory documents and meeting minutes, transport and accommodation costs of employees' representatives, and the people invited set out in article 6-3).

The Group companies shall also pay for the costs of training the permanent and deputy members of the European Works Council under the terms of article 8-4.

In addition to the secretariat meetings taking place on the occasion of the plenary sessions of the EWC, the management of the group will pay the costs concerned with 4 further secretariat meetings per year. The secretariat has premises permanently available with equipment (data processing, telecommunications). The management shall provide logistical support to the Secretariat and shall make administrative support available for its operation and management.

Costs relating to the work groups defined in article 5-2, and the costs of expert opinion on the consolidated accounts and those decided on with the agreement of the Chairman (article 5-4) will be paid for by the Group.

Furthermore, the EWC Secretariat shall be entitled to and responsible for allocating a portion of the annual budget devoted to EWC by Group Management, in order to cover the following expenses:

- translations requested by EWC Secretary
- training of French members,
- telephone: 35 K€ in 2005,
- travels at the initiative of EWC members, aside from Plenary Assemblies, Secretariat meetings and Working Group meetings
- expert appraisals covered under ante-penultimate paragraph of Article 5-4
- miscellaneous operating expenses

For the Year 2005 and under the scope covered at the date of this Agreement revision, the maximum amount of this budget portion shall not exceed €185,000, of which €70,000€ earmarked for expert appraisals.

Accounting management shall be provided by Management, in accordance with applicable standards related to purchase orders, ordering and invoicing.

## **ARTICLE 8 - STATUS AND RESOURCES OF FULL MEMBERS AND DEPUTIES**

### 8.1 Protection clause for employee representatives in the EWC

EWC members shall enjoy the same protection and guarantees as provided to the elected employees of the dominant company, unless there are more favorable measures in the countries where they work, and providing that there are no provisions to the contrary in this country.

### 8-2 Equipment resources of the members

All of the permanent and deputy members will have the computer and telecommunication means necessary for carrying out their functions.

Maintenance and technical upgrading shall be provided by Management. IT and telecommunication equipment shall be replaced as needed in accordance with applicable company standards.

### 8-3 Credit for working hours

In addition to the time spent in each preparatory, plenary and synthesis meeting of the EWC, the full members of the EWC each have an annual time credit of 90 hours (excluding driving time). This credit can be divided between the full member and his deputy.

Each member of the EWC Secretariat has an annual credit of 120 working hours (excluding driving time) . This credit shall cover all of the secretariat's activities.

The Secretary shall be allocated an additional time credit of 210 hours.

### 8-4 Training of EWC members

Each EWC member (full and deputy) shall receive 5 days of training per year. Said training shall be organised under the responsibility of the delegations and labour unions represented on the EWC

Notwithstanding the above, language training (French or English), efficient and enabling rapid progress, shall be available to each EWC member, in keeping with the group's policy for the development of language skills.

### 8-5 Visiting rights

The members of the EWC have access to the companies inside the group's scope of consolidation, in order to meet the personnel's elected representatives or the union representatives on their sites. They can visit the sites of these companies with the prior agreement of the head of the company concerned.

Travel and accommodation expenses related to such trips shall be covered under and up to the limits of the portion of the EWC allocated budget as stipulated under Article 7-6.

When an EWC member represents several companies or a company consisting of several establishments within a given country, he is entitled to consult the employees and report to them on his mandate on site. This right shall be subject to negotiated agreements with the management of the companies concerned within 6 months following the date of signature of this revised Agreement.

### 8-6 Obligation of confidentiality

EWC members, the experts assisting them, as well as the observers are bound in accordance with the provisions of article L. 432-7 of the Employment Code, by professional secrecy and an obligation to keep secret all information of a confidential nature which is given as such by the management. This obligation does not cease with the loss of the mandate.

## **Article 9 - DURATION, REVISION, AND TERMINATION**

This agreement will take effect on the day after it is filed.

This agreement is concluded for a period of three years.

It is renewable by tacit agreement for periods of three years.

The agreement can be revised at any time in order to notably adapt it if external events such as changes in the scope of consolidation or in the law disrupt the general balance of the agreement.

The revision agreement must be signed by the Chairman of the dominant company, and by the majority of the members of the EWC's employee's representatives on the other.

The Agreement may be terminated at any time by the Chairman of the dominant company or by the majority of the EWC employee representative members.

The other party shall be informed of the termination by registered letter with recorded delivery. The agreement will then cease to take effect after a period of notice of 6 months has expired.

The Chairman of the committee will convene the members of the EWC as designated in article 6-4 to a first negotiation meeting in order to draw up a new agreement, within a month following the termination.

If the parties have not reached an agreement at the end of this six-month period, the Chairman, and the majority of the members of the EWC representing the employees can agree to extend the effects of the initial agreement for a maximum of 1 year.

#### **Article 10 - REGISTRATION**

This agreement will be translated for each member into the language of the country which he/she represents. However, only the French version will be the authentic version between the parties. This Rider shall be executed in 4 original copies: one for DDTEFP, one for the clerk of the Paris Industrial Court (Conseil des Prud'hommes), one for EDF Management, and one for the EWC Secretariat. This latter copy shall be retained by the EWC Secretariat and shall be available for consultation by any EWC Member. It may further be used to deliver certified true copies to whoever may be concerned.

This agreement is governed by French law. The registered office of the EDF's European Works Council is at 22-30, avenue de Wagram 75382 Paris cedex 08.

In the event of a dispute the dispute will be brought before the French Courts

This agreement will be filed by the Dominant Company's management with the Office of Labor and Employment Directorate, and with the Clerk of the Paris Industrial Court (Conseil des Prud'hommes).

# ANNEXES

### Annex 1 – Number & Allocation of EDF-EWC Members per country

Country & Companies	Headcount End 2004	Threshold 1 50	Threshold 2 1 500	Threshold 3 3 000	Threshold 4 5 000	Threshold 5 8 000	Plus 1 per Bracket of 8 000	Total
<b>France</b>								
EDF	112 134							
Tiru France	933							
EDS	1 101							
SOCODEI+Cofiva	60							
EDF Energies Nouvelles	120							
<b>Total France</b>	<b>114 348</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>13</b>	<b>18</b>
<b>United Kingdom</b>								
EDF Energy	10 695							
EDF Trading	223							
<b>Total United Kingdom</b>	<b>10 918</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>5</b>
<b>Hungary</b>								
Demasz	1 417							
BERT	510							
<b>Total Hungary</b>	<b>1 927</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>Poland</b>								
ECK SA	642							
ZecW SA	1 354							
Kogeneracja	788							
Rybnik	1 165							
<b>Total Poland</b>	<b>3 949</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3</b>
<b>Slovakia</b>								
SSE	1 729							
<b>Total Slovakia</b>	<b>1 729</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>
<b>Forecast Germany</b>								
EnBW (energy)	12 809							
<b>Total Germany</b>	<b>12 809</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>5</b>
<b>Forecast Italy</b>								
Fenice	1 391							
Edison	3 991							
<b>Total Italy</b>	<b>5 382</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>4</b>
<b>Total French members</b>	<b>114 348</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>13</b>	<b>18</b>
<b>Total non-French members</b>	<b>36 714</b>	<b>6</b>	<b>6</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>0</b>	<b>21</b>

## **ANNEX 2: "EDF EWC" INTRANET SITE AND CONDITIONS FOR USE**

### **ART 1: CONDITIONS FOR USE OF EDF/EWC INTRANET**

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The EDF EWC Intranet site will be hosted in France in EDF's Intranet portal "e-toile".

The object of the site is to facilitate personnel information regarding the operation and activities of the EWC, as well as regarding the legal and institutional context of European Works Councils.

Access will gradually be provided to enable the employees of EDF Group companies integrated within the EWC scope to have free access to on-line information via the resources provided by their companies.

EWC Members shall not be authorized to implement the following operations on the EWC Intranet site:

- creation of hyperlinks towards Internet sites,
- creation of forums or chats,
- downloading of video or sound track data,
- video screening via the network during downloading,
- search engines or related IT programs,
- use of "peer to peer" software.

Failure to comply with any of the above terms and conditions for use shall cause the enforcement of the provisions of Article 4 of this Annex.

### **ART 2 : CONTENTS OF "EDF EWC" INTRANET SITE AND ON-LINE DOCUMENT PUBLISHING**

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The contents of the EDF/EWC Intranet site shall be determined freely by the EWC Secretariat in accordance with the site's object, in full compliance with the rules of confidentiality stipulated under Article 8.6 of this Agreement, and within the limits of the specified capacity of 150 MB.

Documents circulated by Management to EWC Members for purposes of information and/or consultation shall not be authorized for on-line publishing on the EWC site prior to the Assemblies during which they are intended to be reviewed.

No confidential documents may be published on line. On-line publishing of non-confidential or no-longer confidential documents will be permitted only by prior express approval from the Management.

The EWC Secretary shall have responsibility for on-line publishing.

### **ART 3: CONDITIONS FOR IMPLEMENTATION OF EWC INTRANET SITE**

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The process of initial implementation and technical supervision of the EDF/EWC site is entrusted in France to EDF's IT & Telecommunications Division (DIT), who shall provide for development and maintenance of the site.

Contents updating of the implemented site shall be under the responsibility of the EWC Secretariat.

### **ART 4: UTILISATION OF TOOLS SUPPLIED**

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The IT tools and resources made available under this Agreement and related Annex shall remain an integral part of the assets and property of EDF and/or of the concerned companies.

Any utilisation not complying with the provisions of this Agreement and/or with the regulations applicable within EDF Group relative in particular to the EWC operation, to the use of IT tools and/or to data protection, shall be subject to an official notice to comply with the rules, to be issued by Corporate HR Division or by the concerned Group companies.

The EWC Secretary shall be informed of any non-compliant uses.

In the event of repeated non-compliance within the following 6 months, the related services to the concerned user shall be suspended for one month. In the event of any non-compliance repeated again within a new deadline of 6 months, the EWC Intranet site shall be closed down for a period of 6 months.

The tools shall be used in full compliance with regulations of data privacy and of image copyrights. Likewise, these tools shall not be used to convey any libellous, defamatory, offensive or discriminatory words or statements.