



GLOBAL FRAMEWORK

AGREEMENT ON THE EDF

GROUP'S CORPORATE SOCIAL

RESPONSIBILITY

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## Introduction

The signatories to this Agreement on EDF Group's Corporate Social Responsibility are as follows:

On the one hand,

EDF Group, a major energy player and the world's leading electricity operator who covers every electricity business sector: generation, transmission, distribution, trading, supply and energy services. Backed by the ramp-up of renewable energies, its energy generation relies on a diversified low-carbon energy mix based on nuclear power.

And, on the other hand,

The global Trade Union Federations IndustriALL Global Union and PSI, representing over 70 million employees in the mining, energy and industrial sectors and most Trade Unions working in the Group's business sectors,

As well as the trade union federations represented within the various enterprises of the Group.

The signatories to this Agreement believe that company can only be sustainable by combining economic performance and social progress.

The signatories hereby confirm the importance of an open and constructive industrial dialogue at global level in order to continuously improve the rights of workers and other stakeholders, and the best practices across all EDF Group business operations.

This Agreement is a new milestone in the collective labour and social commitment built in a spirit of trust and transparency on the experience in social responsibility jointly gained over these past 13 years. This Agreement embodies the fundamental principles of a common base of social responsibility for all Group companies, driven by the Group's corporate values of respect, solidarity, responsibility.

Signed for a term of 4 years, this Agreement now covers all the EDF Group employees and will be promoted to the Group's supply chain. It is applicable to any new controlled company joining the Group.

The signatories hereby reassert their commitments in terms of compliance with human rights, integrity, empowerment of men and women, and support to communities and territories. These commitments are consistent with the Sustainable Development Goals approved by the UN and implemented within the EDF Group. This Agreement incorporates the major changes of both the EDF Group's external context (energy transition, the Paris Agreement dated 12 December 2015) and internal context: the Cap 2030 strategic plan targeting environmental decarbonisation and energy demand management.

This new Agreement stems from negotiations on a global scale and defines the principles that are applicable in all the territories where the EDF Group operates.

The EDF Group companies are very diverse due to their different business operations and geographic locations, but united by this common commitment foundation. The objective of this Agreement is to support the implementation of socially responsible practices.

## Scope

The agreement applies to every company that is directly or indirectly controlled by EDF.<sup>1</sup>

In these companies, the agreement applies to every employee regardless of their employment contract.

The Group will promote this agreement and ensure that these principles are obeyed by its suppliers and subcontractors.

In the event of a merger, acquisition or restructuring leading to the creation of new entities controlled by the Group, if these new entities fall within the scope of this agreement they must comply with its provisions according to the terms and conditions set out above.

If a company no longer meets the criteria defined above, the agreement will cease to apply at the end of the current accounting period.

The Group will provide regularly updated lists of its operations worldwide.

The Group undertakes to draw up policies that are consistent with the commitments contained in this Agreement.

Companies that fall within the scope of this agreement will hereinafter be referred to as "Group Companies", the "EDF Group" or "the Group".

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<sup>1</sup> This control is defined particularly as the direct or indirect holding by EDF of the majority of the share capital or voting rights within the governance bodies of the companies in question.

# RESPECT AND INTEGRITY

## 1. Respecting human rights in all EDF Group's activities worldwide

The EDF Group makes the respect for human rights prerequisites for all its operations and does not tolerate any violation of those rights, either in its activities or by its suppliers, subcontractors or partners.

The EDF Group endorses the United Nations' international commitments to protect and defend human rights, namely Universal Declaration of Human Rights (1948), Declaration on the Elimination of All Forms of Discrimination against Women (1967), and Declaration on the Rights of the Child (1959), International Covenant on Civil and Political Rights (1966), and International Covenant on Economic, Social and Cultural Rights (1966).

It undertakes to apply the principles of the International Labor Organization's (ILO) Fundamental Conventions:

- **Guaranteeing freedom of association and the 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
  - Convention 135 on Workers' Representatives, 1971

The Group's commitment also extends to countries that have not yet ratified these conventions. The signatories will be able to promote them to professional organisations and the competent local authorities, drawing on their experience of applying them within companies belonging to the EDF Group and its supply chain.

The EDF Group also refers to the Organization for Economic Cooperation and Development (OECD) Guidelines for Multinational Enterprises, as updated in 2011, and the United Nations' Guiding Principles on business and human rights (2011) and the ILO Declaration on Multinational Enterprises revised in 2017. It reaffirms its commitment to complying with the Ten Principles of the United Nations Global Compact of July 2000 (the 10th principle was adopted in June 2004), and undertakes, together with the signatories, to promote them to its suppliers and subcontractors.

In the event of a conflict of standards with the laws applicable in the countries where the Group operates, the Group shall endeavour to enforce the provisions that are the most protective of human rights.

Furthermore, the French law of 27 March 2017 relating to the duty of vigilance of parent companies and contracting companies requires the production and publication of a vigilance plan. This must identify any risks to, and prevent serious violations of, human rights and fundamental freedoms, and the health and safety of people and the environment. For the EDF Group, these risks will be assessed in relation to the parent company's activities, the activities of the companies under its direct or indirect control, and the activities of its subcontractors and suppliers with which it has established a commercial

relationship. The vigilance plan will be developed and set up in association with the company stakeholders, including workers' representative organisations. The Group will implement such plan in each of its controlled subsidiaries. A whistleblowing mechanism, open to all stakeholders, will be introduced to gather alert reports.

The EDF Group favours stable employment and promotes Decent Work regarding the ILO definition as productive work that delivers a fair income, and:

- ensures safe working conditions in the workplace,
- provides social protection for workers,
- gives people the freedom to express their concerns, organise and participate in decisions that affect their lives.

## 2- Promoting the Group's ethics and preventing corruption

**EDF Group and its employees undertake to comply with the applicable laws and regulations, in all circumstances and in every country where the Group operates.**

**The signatories undertake to promote the fight against corruption in all its forms.** To this end, EDF Group will implement all necessary measures and shall make sure that its employees are trained on the topic. As underscored by international bodies fighting against corruption, no employee of EDF Group is therefore entitled to promise, give or offer, or to solicit or receive advantages that may be viewed as compensation for an action or a decision not to act. As such, all EDF Group employees have an obligation to avoid situations in which their behaviour might run counter to this principle.

EDF Group wishes to work solely with partners who comply with rules of integrity and with Group values, and therefore subjects all its partners and business relations to an integrity check.

**The signatories undertake to protect whistleblowers** as well as the accused person or persons, and of the information gathered. This mechanism shall aim at guaranteeing confidentiality and ensuring protection against any reprisals or discriminatory measures for any whistle blower who selflessly and in good faith reports a matter that he/she is personally aware of, and that falls within the professional alert mechanisms provided by law.

EDF Group will make its employees aware of, and train them in, these matters and the related policies and procedures, through targeted communication and/or programmes, in liaison with the trade union representatives.

**EDF Group applies the principle of tax transparency.** In accordance with its tax policy, and as part of its commitment to Group Ethics, EDF Group consolidates its profits in the countries where they are actually generated. The Group also publishes transparent, country-by-country tax reporting in line with the OECD framework.

## 3- Combating all forms of harassment and violence in the workplace

**Out of respect for individuals, the signatories will not tolerate harassment or violence of any kind, whether inside the workplace, which is any place where employees perform work activities, or outside the workplace with respect to the professional relationships established during the course of work activities**

The EDF Group undertakes to protect its employees from all forms of violence, abuse and harassment in the workplace.

More specifically, each Group company will take the measures necessary to prevent and remedy harassment, physical and psychological violence, and with special attention for gender-based ones. They will ensure that all employees are made aware of and trained about the risks of harassment and how they can prevent them and combat such practices. The Group, in cooperation with the employee representatives, in each company, undertakes to develop and implement a prevention and action programme to avoid these forms of harassment and violence in the workplace, and anticipate potential issues, in accordance with the Group's zero tolerance policy and in keeping with the guidelines and best practices of the ILO. Group employees receive training and awareness development on these issues, as well as on the related policies and procedures.

All employees must be treated with respect. They recognize that professional relationships based on respect for others, team spirit and mutual cooperation contribute to fostering a positive work environment.

#### **4- Fostering socially responsible relations with our suppliers and subcontractors**

**The EDF Group undertakes to communicate and promote this agreement to its suppliers and subcontractors.**

The Group's requirements cover the following areas in particular:

- compliance with the national law of the country where a contract is performed
- compliance with international labour standards
- employee health and safety, including the applicable international standards
- respect for the environment
- compliance with the EDF Group's Ethics and Compliance policy

Group companies shall implement for their suppliers and subcontractors the appropriate selection and evaluation procedures designed to comply with these requirements.

These requirements supplement the Sustainable Development Charter established in 2006 and updated in 2014 signed by EDF and its suppliers.

The Group's companies will promote these principles to their bidders.

In the countries and territories where it operates, the EDF Group shall pay close attention to strengthening its relations and business volume with local small and medium enterprises (SMEs); in this capacity and consistently with applicable regulations, the Group identifies and includes in the statement of requirements the stakes related to the development of the territories.

The Group may use subcontractors that employ individuals with employment contracts issued elsewhere than in the country where the work is taking place. In such a case, particular care must be taken with the human rights, working conditions, housing conditions and health & safety of these employees.

The signatories believe that the health and safety of subcontractors' employees are just as important as those of Group staff. This issue is explored in Article 5.

The EDF Group monitors the requirements with regard to suppliers and subcontractors and introduces a vigilance plan for this purpose including the mapping of the risks identified on supplier and subcontractor sites, an evaluation of these risks and the measures taken to prevent them (see Article 1 of this agreement).

Any repeated breaches of the provisions of this agreement, the law, the rules relating to employee health and safety, the principles governing customer relations, and the environmental regulations in force, that are not rectified following notification, may result in the termination of relations with the supplier or subcontractor, in accordance with the relevant contractual obligations.

Any report of a supplier identified by all trade union federations in the Group as having practices that deviate from the commitments described above will be subjected to analysis and feedback by the EDF Group.



## DEVELOPMENT OF PEOPLE

### 5- Being a benchmark for occupational health and safety

The EDF Group considers occupational health and safety to be a priority and will continue its endeavours to be a benchmark in this field. All its workers must be enabled to complete their tasks under the best possible working conditions, with the sole acceptable objective of "zero accidents" and the protection of every employee's health and safety.

It is the duty and responsibility of EDF Group to provide a safe working environment for all members of staff and contractors.

The priority is to eradicate fatal accidents in order to reach this target. The signatories acknowledge that protecting employee health and safety requires effective prevention systems based on respect for three fundamental rights relating to occupational health and safety:

- the right to be informed of occupational risks and to receive the appropriate tutoring and training on how to work safely;
- the right to refuse or stop work in case of serious and imminent danger;
- the right to actively participate in occupational health and safety discussions and programmes, including via the establishment of health and safety committees in the workplaces of the Group

The parties agree to cooperate so as to develop, implement and promote joint occupational health and safety initiatives, such as the identification and circulation of best practices and support for innovative measures throughout the EDF Group. This includes initiatives regarding quality of life at work on work organisation, design of workplaces and the work environment. This work is carried out within the framework of health and safety committees.

The EDF Group complies with a health and safety reference framework applicable within Group companies, in accordance with the law of the country in question. This framework was established according to ILO standards, the principles of prevention of the European Framework Directive on Safety and Health at Work of 1989 and the best managerial practices of large industrial groups.

Health and safety results are measured using appropriate indicators, as part of a continuous improvement process, and every employee is informed of them.

Action is taken to prevent occupational hazards that may adversely affect the employees' physical or psychological health, but also to preserve their health, particularly with regard to public health issues. Special attention is paid to job-related accidents.

The Group will foster training of its subcontractors in the field of occupational health and safety. All necessary means shall be deployed to ensure that all employees perfectly understand the safety and work instructions at their workplaces.

Every Group company must have awareness-raising and training programmes in place covering all workers. Employees must have access at all time to safety equipment appropriate to their activity and be informed of the rules. New entities entering the Group's scope must be proactively supported, to meet the Group's requirements in a mutually agreed timescale.

EDF Group companies must also ensure that their investment and restructuring projects will not compromise the health and safety of workers or local residents, from the design phase and throughout the lifecycle of these projects.

EDF Group requires its employees, suppliers and subcontractors that work on its sites and under its management to work safely, while protecting themselves and their colleagues through a shared concern for vigilance. Work accidents shall be analysed with a view to defining corrective measures. EDF Group companies require service providers and subcontractors to inform them within a reasonable timeframe if an accident occurs on a worksite or one of their sites during the provision of a service on their behalf.

## 6- Promoting and realising gender equality

**EDF Group must take a global approach to measures to ensure gender equality in the workplace and encourage it in all work teams and throughout all levels of its businesses.**

It must base itself on the universal principles of equal rights and non-discrimination between the sexes and of equal pay for work of equal value. This commitment should be founded on the belief that practical initiatives are needed to enable true equality within Group companies and that this equality is a source of social progress and economic performance.

The Group is dedicated to eliminating the gender gap at each company site, paying particular attention to career paths, training, access to positions of responsibility and remuneration. Progress are measured through indicators common to all group companies and a status assessment is regularly carried out.

The signatories must also help to change people's attitudes and combat stereotypes. They must promote practices designed to guarantee a good work-life balance for all Group employees.

## 7- Guaranteeing equal treatment and combating discrimination

**The EDF Group must develop, protect and promote the diversity of its workforce, which it views as an asset.**

The signatories agree on the definition of "Discrimination" to be any distinction, exclusion or preference based, amongst others, on presumed race, colour, sex, age, religion, political opinion, national extraction or social origin, disability, family situation, sexual orientation or gender identity that nullifies or impairs equality of opportunity or treatment in terms of employment or occupation.

Diversity is encouraged at every level of Group companies, so that the make-up of their workforce is as representative as possible of the civil society in which they operate. The Group protects its employees against all forms of discrimination and reprisals.

The signatories are committed to ensuring the dignity of employees and are therefore focused on three areas:

- **The integration of disabled workers.** The Group is committed to ensure that it has a policy on the inclusion of disabled employees, based on a recruitment programme and specific integration and career support initiatives.

- **Origin or affiliation** (ethnic, national, regional, cultural, religious, family, social, etc.), which must not be used as a reason for rejecting a job applicant under any circumstances. Individuals should also not be preferred for or excluded from any type of position due to their origin.
- **Sexual orientation.** The Group is fighting against any discrimination on the grounds of sexual orientation or gender identity. An employee may refuse a transfer to a country where homosexuality is a crime without this affecting his/her career. The Group refers to the UN guidelines for combating discrimination on the grounds of sexual orientation.

## 8- Enabling every employee to develop their skills and advance their careers

**The EDF Group encourages its employees to develop their skills, assume responsibilities, take the initiative and innovate at ground level. The Group provides its employees with the means to develop their skills and advance their careers.**

Training and mobility, including international mobility, are useful tools for the personal and professional development of employees and contribute to achieving the Group's objectives. The anticipation and development of all of its employees' skills are central to the EDF Group's HR policies, which factor in the prospects for business development and the Group's needs.

The EDF Group provides its employees with the means to acquire, maintain and develop the skills necessary, without any discrimination, to find and keep quality employment, incorporating technological and societal developments. To achieve this end, it provides:

- a work environment that encourages learning;
- a modular, modern, scalable and effective training and development programmes.

The EDF Group actively supports on-the-job training for external learners (for example through apprenticeships and internships).

Training priorities and delivery modalities are subjected to discussions with worker representatives and their unions, according to the practices negotiated in each country.

The training actions required to fulfil the duties related to the occupied job position are carried out during work time.

The Group gives priority to the transfer of knowledge and expertise between generations so as to retain skills within the company.

The Group recommends collective, cooperative and collaborative work methods and encourages the respectful sharing of ideas across the world.

The Group values and supports intrapreneurship by examining projects submitted by employees that may meet the business lines' needs, with no discrimination of any kind.

Employee entrepreneurship is also fostered by specific guidance processes.

The EDF Group's companies implement transparency within the internal job market, including by increasing the visibility of vacant positions. The preference for internal transfers is an EDF Group commitment that aims to offer freely chosen wider career opportunities to its employees.

If an employee is asked to transfer to a different job because of changes in the company's internal or external environment, means of adaptation and support will be found, especially by providing appropriate information and training.

If an employee requests a job transfer, in France or abroad, each Group company undertakes to support the steps personally taken by them to this end, taking into account the applicant's skills and abilities and the company's needs and constraints. Such a job transfer contributes to the employee's personal and professional development by offering a new experience and providing skills broadening.

## 9- Providing social protection and social benefits to its employees

**The EDF Group commits to provide adequate social protection and social benefits to all of its employees worldwide.**

The Group undertakes to make sure that gradually, every employee of a company controlled by EDF Group is covered by social protection systems that provide them with guarantees and protections for their future retirement, and ensure their physical and moral dignity and economic security if they have an occupational accident, fall ill, become pregnant, become disabled or die.

The EDF Group reviews and identifies local practices to promote positive changes to existing coverage.

The work of the men and women of EDF Group is the basis of its business performance. Employees must benefit from their company's results. Group companies are encouraged to define an additional incentive plan such as variable pay, profit sharing, retirement supplements, bonuses, employee saving plans or other.

Each EDF Group company defines its performance-based bonus policy according to its own social, economic and legal context.

## 10. Supporting a "Just Transition"

**The signatories support measures in favour of an energy mix compatible with the objectives of reducing carbon dioxide emissions.**

They actively support the principle of a "Just Transition" for a meaningful transition towards economies and companies that are environmentally sustainable for all, in accordance with the ILO's guidelines<sup>2</sup>.

As such, the Group undertakes to provide adequate training for its employees, endeavouring to protect their rights, interests and to develop their skills in cooperation with workers' representatives.

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<sup>2</sup> Guidelines for a just transition towards environmentally sustainable economies and societies for all.

## DIALOGUE AND CONSULTATION

### 11- Managing the EDF Group's transformation in a socially responsible way

**The EDF Group is applying the principles of transparency, responsibility and dialogue towards employees, their representatives and local authorities as it completes its transformation.**

These principles with regard to staff representatives must be guaranteed, in line with the national regulations, industrial relation practices and collective agreements. Information must be provided in a timely manner and give rise to a consultation as the Group's business evolves, as a result of new investments, mergers, acquisitions, disposals, reorganizations, the closing of establishments and the cessation of activities.

This information and consultation may concern economic issues, the consequences of decisions and the proper adaptation of individual and collective support measures, as well as the monitoring of their application without exception.

In order to successfully combine economic performance and social performance, Group companies endeavour to develop prospective approaches regarding changes in businesses. The information is also shared with employees and their representatives.

The principle of responsibility towards employees and local authorities is aimed at limiting the social consequences for the employees concerned and the consequences for the socio-economic balance of the region.

Measures intended to avoid redundancies must therefore be systematically examined, such as the opportunities to redeploy the employees concerned within their company or in other entities of the Group. If redundancies cannot be avoided, efforts must be made to offer more advantageous provisions than the legal minimum required by the laws of the country in question. In cases where jobs are lost, specific support may be offered to the employees concerned to facilitate their search for a new job, either internally or elsewhere. Consultation with employee representatives shall be favoured to establish and implement these measures.

### 12- Prioritising openness, listening and dialogue inside and outside the Group, and out in the field

**Transparency and trust are the basic principles of the EDF Group's internal and external relations. Its aim is to establish good-quality dialogue with its employees, their representatives and other stakeholders.**

Outside the Group, within the regions, its goal is to actively listen and take into account expectations of all stakeholders. The Group is committed to organising transparent and two-way dialogue and consultation for each new project, systematically and worldwide, in line with national regulations.

Within the Group, the signatories wish to make dialogue between managers and their teams a way of facilitating the sharing of information and involving employees in the development of their company and the Group.

Every employee within the EDF Group must be able to talk to their manager about their work, their training and their professional development.

Dialogue and collective bargaining based on trust between employers and trade union/employee

representatives must be the preferred way of dealing with issues relating to the Group's economic performance and working conditions for employees.

The EDF Group is committed to respecting and protecting the autonomy and independence of trade union organisations, in accordance with the laws and regulations in force. It recognises the representative trade union organisations within the company as intermediaries and partners.

EDF Group is strictly neutral with regard to the decision by its employees whether or not to belong to a trade union and, where applicable, the choice of trade union that they wish to represent them.

Employees shall not be discriminated on account of their trade union affiliation and/or activities.

Employee representatives will be given facilities to perform their duties.

This dialogue is only possible if the EDF Group actively listens to its employees, its customers and its stakeholders more generally. Thus, the EDF Group pays special attention to employee commitment and measures any changes at regular intervals. EDF Group measures the satisfaction of its customers every year, being keen to ensure a high level of service quality.

## SUPPORT FOR LOCAL RESIDENTS AND IMPACT ON LOCAL REGIONS

### 13- Actively contributing to local economic and social development

**The EDF Group tries to integrate as effectively as possible within the regions and communities wherever it operates.**

The signatories support initiatives aimed at protecting the environment and a fair transition towards sustainable and socially responsible economy.

The Group avoids producing conventional waste and fosters its recycling and reclamation.

It is also doing its share to protect and preserve the environment by blending its structures into the landscape and carrying out environmental impact assessments for its new projects.

The EDF Group develops downstream electricity usage (buildings, transport, industry, etc.) and innovative energy efficiency solutions so that every customer can consume more efficiently.

The Group encourages new sustainable transport methods, for its own vehicle fleets and for staff vehicles (car sharing, charging stations, etc.). It is developing alternative solutions for reducing and optimising travel, such as collaborative tools, digital equipment and remote work.

The signatories consider access to energy to be a major factor in economic and social development, and a key factor in combating poverty. More than a billion people still don't have access to electricity. The EDF Group is involved in initiatives to foster better access to electricity for local residents in the countries and regions where it operates. These direct initiatives or partnerships take the local context into account, and especially the requirements of the local authorities and, where appropriate, the regulatory authorities.

The EDF Group and Group companies with a portfolio of residential customers have a particular interest in the issue of energy poverty. Special attention is paid to giving vulnerable customers relevant information or advice on managing their energy budgets and the rational use of energy.

When natural disasters affect power networks, the EDF Group will also encourage initiatives of collective mobilisation to set Group companies and their employees to work on quickly restoring power. These will take into account the local context and particularly the requirements of the local and/or regulatory authorities.

To restore services as quickly as possible and minimise the risks for everybody involved, the EDF Group prepares and sets to work trained and qualified staff needed to respond to emergencies and disasters, providing adequate equipment.

The signatories also commit to contribute to the inclusion of people with disabilities.

The EDF Group's efforts are thus focused on disabled access to public sites and partnerships with experts in this area from non-profit associations. The digital applications developed by the Group must be accessible to the visually impaired and hard of hearing. Group companies raise their customer-facing employees' awareness and train them to cater for disabled people. EDF Group companies are actively encouraged to buy from companies in the protected employment sector and establishments for integration through work.

Lastly, the signatories foster the development of economic and social activities linked to the Group's activities and sites. The EDF Group is able to participate, through partnerships, in programmes to support projects that meet the priority needs of local residents. These projects cover housing (access to essential services, eco-efficiency and renovation), education and help with professional integration. They tend to be targeted at young people and those excluded from the labour market. The EDF Group wishes to promote open innovation. This is open to innovative companies and start-ups and creates conditions conducive to win-win partnerships with its ecosystem.

The signatories strive to promote the general interest initiatives taken by employees, such as employee secondments and employee solidarity commitments.



## IMPLEMENTING AND MONITORING THE AGREEMENT

The signatories undertake to implement the governance of the agreement at both local and global levels in view of ensuring the respect of the commitments contained therein:

### - Ensuring the signatories' commitment in order to succeed together

The parties recognise and agree that it is essential to raise all employees' awareness of the content of the agreement. The shared aim is to ensure that it has been understood throughout the Group, at every level.

The EDF Group organises communication campaigns for all employees and specific information for managers so that they can lead and support their teams in the implementation of this agreement.

The signatories also drive joint initiatives to raise awareness and deploy the agreement within the Group companies and that target their suppliers and subcontractors.

Within EDF Group companies controlled by EDF SA, the terms and conditions of agreement implementation will be adopted by their governance body, according to each company's own rules.

### - Promoting local implementation

The EDF Group will do all in its power, in cooperation with the trade unions, to ensure the implementation of this agreement with all employees, at least at the signature, midway, and at the evaluation.

Within three months of the signing of this agreement, and to promote its implementation, the EDF Group will:

- Ensure that this agreement is translated into the languages of the countries where it operates.
- Ensure that a copy of the agreement is made available to every employee.
- Draft and circulate materials presenting the agreement's provisions for HR directors, managers and employees, by any appropriate means.
- Incorporate this agreement's commitments relating to suppliers and subcontractors in the Sustainable Development Charter between EDF and its suppliers, so that they become aware of them.
- Make this Agreement available on the Group's internet and intranet websites.

IndustriALL Global Union and PSI will publish the Agreement on their respective websites and disseminate it to their affiliates.

### ▪ Monitoring local implementation

Locally, dialogue between the management and staff representatives will be implemented to enable discussion on the initiatives to be taken, action plans, and the terms and conditions of implementation of this agreement, as part of a continuous improvement approach. These must take the local economic, cultural, professional and regulatory characteristics into account. This local dialogue will take place at least once a year between management and trade union/employee representatives.

### - Monitoring global implementation

This agreement reinforces and extends the Group's corporate practices. It is not intended as a substitute for, or to interfere with, any dialogue or bargaining processes followed at local, national or European level.

The implementation of the agreement will be monitored by a global committee (the Dialogue Committee on Corporate Social Responsibility) led by representatives of the Group's management and

composed of workers representatives and global union federations, according to the terms and conditions laid down in Appendix, and chaired by the Chairman of EDF SA. The global committee is supported by steering committee.

The global committee meets to carry out an assessment of the agreement implementation, take the appropriate measures, if necessary, check compliance, and discuss future cooperation as part of global corporate dialogue. The parties communicate with one another continuously between meetings to pursue implementation, promote the agreement and identify mutually acceptable solutions to any issue that may arise.

The purpose of monitoring is to:

- Check the conditions of implementation of the agreement,
- Analyse the Group review in terms of application, particularly regarding the results of the monitoring indicators, including actions linked to the vigilance plan,
- Identify deviations where they are found and areas for improvement, and establish one or several action plans in order to progress continuously,
- Jointly produce an annual review of the agreement's application and the evaluation of the results,
- Identify good practices and suggest measures to promote them.

The list of the agreement monitoring themes and indicators will be jointly prepared and adopted by the CDRS.

The EDF Group will provide the global monitoring committee with any relevant information about the agreement's implementation within the subsidiaries on a regular and ongoing basis.

Preparatory meetings prior to the plenary monitoring committee meeting may be organised between the main HR directors of the EDF Group companies and members of the CDRS.

The global Committee can make proposals to the Management to punctually carry out missions to observe the proper implementation of the corporate responsibility in the field.

#### **- Dispute resolution**

Only the global agreement monitoring committee has jurisdiction to answer any questions raised in connection with the agreement's application.

In the event of disputes regarding the interpretation of, or non-compliance with, the agreement, the signatories undertake to mutually notify each other as soon as possible so that they can work together to find an effective and constructive solution that is in the interests of all the parties, through dialogue and within a reasonable time. These discussions must be held before any of the parties discloses information about the dispute.

They agree that:

If an employee or another relevant person claims that this agreement has not been complied with, the following procedure applies:

- For local issues, every effort will be made to try to resolve them locally. If they so wish, an employee may seek assistance from a representative of a local union organisation. The Group undertakes to ensure a proper evaluation of the case in cooperation with local unions/workers' representatives. The signatories shall be kept informed.
- If the issue is not settled locally, it will be referred to Management and the social partners concerned at national level, then at the headquarter level of the Group's parent company.
- If the issue is not resolved nationally, the dispute will be escalated to the global monitoring committee, after a period of at least four weeks from the referral to Head Office level. A maximum 3-month period from the occurrence of a dispute will be allowed to resolve it.

- Failing a resolution, the signatories will have the option to jointly appoint a mediator to facilitate the settlement of the case.
- As a last resort, they will have the possibility to bring the case to the competent tribunal in the location of the EDF Group headquarters.

All issues dealt with and solutions adopted shall be reported to the next meeting of the CDRS

- **Final provisions**

### **Entry into force and term of the agreement**

The provisions of this agreement will come into force on the day following its filing, which will take place in line with the law.

It has been entered into for a term of 4 years from its entry into force.

### **Revision of the agreement**

At the request of the Management, or one or more representative union organisations, the holding of negotiations to revise this agreement may be agreed, under the conditions and in the forms provided for by the French Labour Code.

### **Renewal of the agreement**

During the year preceding the date of the agreement's term, and no later than 6 months before this date, the Management and the representative union organisations agree to meet to examine whether or not it is advisable to renew this agreement's stipulations. If a renewal agreement is not reached, this agreement will cease to be effective at the end of its 4-year term.

### **Translation of the agreement**

This agreement, which was drafted in French in accordance with Article L. 2231-4 of the French Labour Code, will be translated into each of the languages of the countries where the EDF Group's companies operate. Only the French version will be enforceable against the Management and the representative union organisations.

Issues regarding the translation and/or interpretation of this agreement are within the sole remit of the EDF Group's Dialogue Committee on Corporate Social Responsibility.

### **Notification, filing and publicising of the agreement**

This agreement will undergo notification, filing and publicising formalities in accordance with the French Labour Code on the Management's initiative.

AGREEMENT SIGNED ON:

IN: PARIS

BY

Chairman and CEO of EDF,

And the following trade union organizations:

CFE-CGC, represented by

CFDT, represented by

CGT-FO, represented by

CGT, represented by

UNISON, represented by

Prospect, represented by

Unite, represented by

GMB, represented by

FGTB (CGSP-Gazelco), represented by

ACV/CSC-BIE, represented by

FILCTEM-CGIL, UILTEC-UIL, FLAEI-CISL, FEMCA-CISL represented by

And the following worldwide federations:

IndustriALL Global Union, represented by

PSI, represented by

## APPENDIX

### Operation of the agreement monitoring committee

This committee is known as the Dialogue Committee on Corporate Social Responsibility (CDRS). The CDRS is chaired by the Chairman of EDF SA, or his/her representative duly empowered, who may be assisted by Group managers.

The committee's members are as follows:

- Group company management representatives: a managerial team made up of representatives of the main regions within the agreement's scope;
- Representatives of employees appointed by their trade union organizations;
- Representatives of global union federations

For EDF Group companies in Europe

- In France,

The members of the representative trade union organisations from Group companies in France, 8 representatives,

- 2 representatives of CFE-CGC,
- 2 representatives of CFDT,
- 2 representatives of CGT-FO,
- 2 representatives of CGT,

- In the United Kingdom: 4 representatives,

Including:

- 1 representative of Unite-
- 1 representative of GMB
- 1 representative of Prospect
- 1 representative of UNISON

- In Italy 2 representatives

- In Belgium 2 representatives

- 1 representative from FGTB Gazelco
- 1 representative from ACV-CSC BIE

- In Germany 2 representatives

For EDF Group companies in Asia Pacific 1 representative

For EDF Group companies in American continent  
(One for North America and one for Latin America) 2 representatives

For EDF Group companies in Africa and the Middle East 1 representative

The global trade union organisations for our business sector, which are signatories to the agreement, are members of the CDRS and each appoint a representative, namely:

IndustriALL Global Union	1 representative
PSI (Public Services International)	1 representative

Making a total of 24 representatives

The Secretary of the European Works Council is a member, in his official capacity, of the CDRS.

. Should they be unavailable, the Council members may be replaced.

The Committee may invite experts to attend its sessions, for the agenda items for which this is justified and by mutual agreement between the members.

Changes to the Group may lead to a company and a representative trade union in a country or a geographical zone not yet represented on the CDRS entering the scope of the Agreement.

In this case, the composition of the CDRS is reviewed by the employee and management representatives and must be discussed.

A stable membership is preferable for the agreement to operate effectively.

The application of these CDRS membership rules must ensure that the body continues to be a reasonable size, so that it continues to be effective. If it should reach 30 members, the CDRS membership rules must therefore be redefined through an addendum enabling the same number of members to be kept.

The committee operates according to the following principles:

#### **- Plenary meetings**

The CDRS meets, at least, once a year in a one-day plenary session. This plenary session is preceded by a one-day preparatory meeting. A debriefing session may be organized. An exceptional session may be held if this is requested by a majority of members, and with the Chairman's agreement.

The steering committee and management shall jointly set the agenda of plenary meetings on a mutually agreed basis in consultation with CDRS members.

Remote meetings can also be organised on the initiative of either party, in the form of conference calls and/or webinars. The purpose of these meetings is to organise a conference on the themes contained in the agreement, and to allow feedback from the field from staff representatives. Information is regularly transmitted if any events occur relating to the agreement's themes.

#### **- The steering committee**

Similarly to the Group, initially it is composed of 11 representatives: 4 for France, 1 for Belgium, 1 for the UK, 1 for Italy and 1 for Germany, the Secretary of the CDRS and 2 representatives of the global union federations. . This committee shall meet physically at least twice a year in order to prepare the plenary meeting(s). Remote meetings shall be organized as far as needed in the form of conference calls or webinars.

The steering committee shall keep the CDRS members informed of its forthcoming meetings on a timely basis. It shall address the issues raised by the members of the CDRS in its agenda.

The roles of the steering committee members are as follows:

- Work on fundamental issues
- Share with the members of the Management between meetings in order to develop the themes (best practices or problems)
- Prepare the work of the plenary meeting
- Prepare the actions or initiatives which would be carried out by the CDRS

The members of the steering committee and management shall proactively work in organising the joint activities.

**- Secretary**

The CDRS’s Secretary, who is elected every two years during the plenary meeting, is responsible for coordinating the work of the CDRS’s members. Only the members present can vote. Election is by the majority of votes cast. In the event of a tie, there will be a second round. In case of a renewed tie, a random draw shall be organised.

**- Time allocated**

Staff representatives appointed to attend sessions of the CDRS are given two days for each plenary to prepare for each plenary CDRS meeting. They are also given time to attend the plenary session (two days for each plenary), the monitoring of the agreement (one day per year) and the thematic conference calls (two days a year).

Additionally, 1.5 days are allocated to the members of the steering committee to attend each committee meeting and 1 day/month to fulfil their duties.

Additionally, one day per month is allocated to the Secretary for monitoring the agreement and 2 days to prepare each CDRS meeting.

Travel time is also added if necessary.

A total credit of 20 days is allocated to all CDRS members (excluding travel time where required by the activities in question) to carry out ad hoc activities linked to the corporate social responsibility agreement (internal communication and field visits linked to the corporate social responsibility agreement) decided on by the members. This may be used by duly appointed members of the CDRS to consult with workers and their representatives and to hold meetings with HR directors of Group companies and carry out practical corporate social responsibility projects based on specifications suggested by the members and approved by the management, or for travelling to the Group’s companies with the aim of observing the implemented CSR practices.

	<b>Circumstances</b>	<b>Allocated days</b>
Members of the CDRS	Preparation of each plenary	2 days / plenary
	CDRS Plenary meeting	2 days / plenary
	Monitoring of the agreement	1 day / year
	Conference calls and webinars	2 days / year
Members of the Agreement Steering Committee	Steering Committee meeting	1.5 days / meeting
	Agreement monitoring	12 days / year
Secretary	Agreement monitoring	12 days / year
	Preparation time	2 days / meeting
All members	Occasional actions in the field	20 working days / year for all members

If circumstances warrant, the time allocated will be reviewed.

**- Responsibility for costs**

EDF SA bears the costs directly linked to the monitoring of the corporate social responsibility agreement (CDRS meetings, Steering Committee meetings, conference calls and webinars, and interpreting and translation). Transport costs are borne by Group companies.

**- Training**

The CDRS members will be given opportunity for training about matters covered in this global framework agreement with adequate time allocation in order for members to perform their roles efficiently.

The Corporate Management will finance the appropriate training for staff representatives who are members of the CDRS and require French or English language training, according to the expressed needs. Joint and individual training may be offered.

**- Working languages**

The working languages are French and English.

All reports to be presented to the committee must be in English or French, at least in their written form. During the period of language skill enhancement, interpretation in the various languages will be provided at plenary meetings.

Depending on the composition of the CDRS, adding other working languages may be discussed and mutually agree.