

Bijlage 2: Overeenkomst voor de oprichting van de Cargill Europe Association

THIS AGREEMENT is concluded between the management representatives whose names appear at the end of this Agreement on behalf of Cargill, Incorporated, Cargill Europe, and all of the operations of the Cargill Group in the European countries covered by this Agreement, on the one hand, and the employee representatives whose names appear at the end of this Agreement on behalf of all the employees of the Cargill Group in the European countries covered by this Agreement, on the other hand.

Both the Cargill management as well as the Cargill employees and their representatives believe that their interests will be best served with a joint understanding of policy issues of European transnational character which affect Cargill employees in Europe as a whole. This Agreement provides for formation of a Cargill Europe Association to enhance that understanding. This Agreement will be supporting, not replacing, existing communication processes within Cargill Europe.

I. OBJECTIVE

Article 1. Objective

- a) The objective of this Agreement is to organize the transnational information and consultation of all Cargill employees in Europe through a "Cargill Europe Association". This Association will ensure the exchange of information and consultation between employee representatives and management in all European countries where Cargill units are located and which are covered by Directive 94/45/EC of 22 September 1994 on the establishment of a European Works Council or a procedure in Community-scale undertakings and Community-scale groups of undertakings for the purposes of informing and consulting employees (the EWC Directive) as well as the United Kingdom.
- b) This objective shall be reached by the organisation of (a) annual joint meetings of representatives from management and employees; (b) extraordinary meetings; (c) regular distribution of transnational information to all employees of Cargill units, and (d) appropriate lines of communication and meetings among the employee representatives to the Cargill Europe Association in preparation for and relating to such annual and exceptional meetings.

Article 2. Definitions

- a) The Cargill Europe Association: is a joint body composed of a Cargill Management Team and a Cargill Employee Team (hereafter referred to as the "Teams");

- b) Information: involves the exchange of oral and written data and the provision of oral and written explanations on such data.
- c) Consultation: involves oral or written exchanges of views and a dialogue of questions and answers between the management and employee representatives regarding information provided.
- d) Units: are all Cargill companies, subsidiaries, branches and establishments which are controlled by Cargill, Incorporated according to the EWC Directive.
- e) Cargill Employee Team means the team consisting of all of the employee representatives who are members of the Cargill Europe Association.
- f) Cargill Management Team has the meaning given in Article 9.
- g) Select Committee shall have the meaning given to it in Article 14.

Article 3. Spirit of participation

The management and employee representatives in the Cargill Europe Association shall participate therein in a spirit of co-operation, good faith and mutual trust. They shall have due regard to their reciprocal rights and obligations as well as due consideration for the interests of Cargill as a whole, of all its units, employees, and shareholders.

II. SCOPE

Article 4. Geographical scope

- a) Units within the geographical scope of the EWC Directive and the UK

This Agreement covers the entire Cargill workforce, as of any relevant time during the term of the Agreement, in all its units in all European countries where the EWC Directive applies and in the United Kingdom (together: these countries will be referred to as the Member Countries).

If Cargill acquires or establishes new units within the Member Countries, including countries where previously no units have been located the existing employee representatives will automatically be considered to represent the employees of such new units until, as and when required as agreed jointly by the Select Committee and the Management representative, but subject to Article 6, elections or appointments of employee representatives from those countries (in accordance with national law and practices) shall have been carried out as soon as practical but no later than one year following the acquisition or establishment of such units.

If countries where Cargill has operations and employees become new Member Countries, then the units in those countries shall automatically be included in the Cargill Europe Association. Elections or appointments of employee representatives from those countries in accordance with national law and practices shall be carried out as soon as practical, and in the interim the employees located

in those countries shall be represented by the existing employee representatives following procedures agreed by current members of the Cargill Europe Association.

b) Units outside the Member Countries

From time to time the management and employee representatives in the Cargill Europe Association may consider inviting Cargill units in European countries which are not Member Countries to join the Cargill Europe Association. Both the management and employee representatives must agree to the admission of such units into the Cargill Europe Association. Cargill employee representatives from such units may be invited to attend meetings as observers by joint agreement of the two Teams prior to joining the Association.

Article 5. Subject Matter Scope

a) Issues for discussion

The Cargill Europe Association will discuss policy issues of a general importance and transnational character concerning the Cargill employees in the Member Countries as a whole, irrespective of the individual country or unit in which they are located. In particular (but this list is not intended to be exhaustive) the Cargill Europe Association may discuss at a transnational level: the Cargill overall structure, strategy, economic and financial situation, the probable development of its business, production and sales, the situation and probable trend of employment, investments and substantial changes concerning organization, introduction of new working methods or production process, transfers of production, mergers, cut-backs or closures, collective redundancies, constraints imposed by competition and by the European regulatory and economic environment, and corporate policies regarding training, health and safety, and the environment.

b) Issues not for discussion

The Cargill Europe Association should not discuss in particular:

- Any subject principally related to a specific country, company, unit or individual which thus should be dealt with locally in accordance with national law and/or practice, and with the information and consultation procedures of the country or unit concerned;
- Issues involving (a) compensation, salaries or benefits, (b) labour disputes or negotiations, (c) personal matters, or (d) political beliefs or preferences (but not excluding political circumstances which may affect the transnational business prospects of the units).

III. REPRESENTATIVES

Article 6. Allocation of employee representatives

The employee representatives will be elected or appointed according to national law and/or practices (or in the absence of national law or practice according to the best practice available in other countries) and will be allocated as follows:

- (a) Countries with 1 to 24 Cargill employees: representation combined with the employee representation from any other European country of their choice among those referred to under (b) to (g) below.
- (b) Countries with 25 to 499 Cargill employees: one representative;
- (c) Countries with 500 to 1,499 Cargill employees: two representatives;
- (d) Countries with 1,500 to 2,499 Cargill employees: three representatives;
- (e) Countries with 2,500 to 3,499 Cargill employees: four representatives;
- (f) Countries with 3,500 to 4,999 Cargill employees: five representatives;
- (g) Countries with more than 5,000 Cargill employees: six representatives.

Prior to each annual meeting, the number of employees in each country's operations will be examined by the Select Committee and the Management representatives to determine whether the number of representatives allocated should change based on the principles set out in Articles 4 and 6.

Substitutes shall be selected in accordance with national and/or local practice for the event a representative is unable to attend a meeting or must withdraw as representative for any reason.

Annex 1 provides the current headcount of employees in each country within the geographical scope of this Agreement.

Article 7. Qualifications of employee representatives

Candidates *to* become employee representatives in the Cargill Europe Association must be qualified in accordance with national law, but in the absence of a contrary provision in national law they must have been permanent employees of Cargill operations (or their predecessors, if their operations were acquired) for at least one year (except in the case of employees of newly built operations). Representatives cannot remain members of the Association if they cease to be Cargill employees.

Article 8. Term of office

The term of office of the employee representatives shall be the term determined according to national or local practice or four years (renewable), whichever is shorter.

Article 9. Management representatives

The Cargill Management Team will consist of five senior management representatives, including the Chairperson of the Cargill Europe Association, all of whom will be appointed by the President of Cargill Europe for terms of two years. The President of

Cargill Europe shall, however, have full discretion to replace such representatives before the expiration of their terms. The management representatives shall between them be knowledgeable generally about Cargill's European operations and about meeting agenda items, and shall have general authority to represent the Company management in decisions with respect to the operations of the Association.

IV ORGANIZATION AND MEETINGS

Article 10. Meetings

(a) Annual Meetings

The Cargill Europe Association shall hold its regular plenary meeting once per year, except that in the first year an additional meeting shall be held. At the end of the first year, the two Teams will discuss whether or not meetings should be held more frequently than annually. Any change in frequency must be jointly agreed.

A preparatory meeting shall be held prior to each meeting by the Cargill Employee Team. Then the Cargill Employee Team and the Cargill Management Team will meet together for the plenary meeting of the Cargill Europe Association, which shall cover only the items on the agreed agenda. Following the meeting of the Cargill Europe Association, employee representatives will have an opportunity to evaluate among themselves the information received, and then to meet again with the Cargill Management Team to consult regarding the agenda items.

(b) Extraordinary Meetings

Extraordinary meetings shall be called in the event of exceptional circumstances which are transnational in nature affecting the employees' interests to a considerable extent, particularly in the event of relocations, the closure of establishments or undertakings or collective redundancies. The Management representatives will endeavour to keep the Select Committee informed of such situations. Extraordinary meetings may be proposed at the initiative of (i) any member of the Cargill Management Team, or (ii) the Select Committee, or (iii) two-thirds of the employee representatives, and will be called if there is joint agreement of the two Teams that such exceptional circumstances exist. Members who are unable to attend in person may attend exceptional meetings by conference call.

(c) Meeting Preparation and Follow-up

A designated management representative and the Select Committee shall jointly agree and approve: (i) the agenda for all meetings, and (ii) the minutes for all meetings to be kept and/or distributed to employees.

Article 11. Languages

The meetings of the Cargill Europe Association shall be held in English, which is the common language of Cargill for anything but domestic/local practices. Cargill will provide interpreters as necessary for the benefit of the members of the Cargill Europe Association during the meetings.

Article 12: Dissemination of information

The Cargill Employee Team is primarily responsible for dissemination of information to the employees through existing Cargill channels: works councils where they exist, and other forms of communication with the assistance of local management otherwise. No minutes, reports or other written communications shall be distributed to the employees without the approval of both the Management representative and the Select Committee.

Minutes shall be approved and signed by both the Chairperson and the Chairman of the Cargill Employee Team. The agenda and the minutes will be translated into the official language(s) of the countries whose units are represented in the Cargill Europe Association. Translations shall be provided by qualified and approved translators, and (where practical) consistency will be ensured by using the same translators for successive translation tasks.

Article 13. Chairperson

The Cargill Europe Association will be chaired by a representative of the management appointed by the President or Cargill Europe. In the case of his/her absence, or for liaison with the Select Committee between meetings of the Association, the chairperson may be replaced temporarily by another management representative appointed by the Chairperson.

Article 14. Select Committee

The Cargill Employee Team will appoint a Select Committee of three of its members consisting of a Chairperson, a Secretary and a third member which shall, between meetings of the Cargill Europe Association: (i) represent the Cargill Employee Team in communications with the management representatives, and (ii) liaise with other employee representatives. The Select Committee will work with the Management representatives to: (a) prepare and approve the agenda or the Association's meetings, (b) prepare and approve the minutes of the Association's meetings before circulation within Cargill, and (c) consider calling and prepare for extraordinary meetings.

Article 15. Experts

- (a) The employee representatives may be assisted by experts of their choice in so far as it is necessary for the fulfilment of their role.
- (b) The prior approval of the Chairman is required in the event confidential information will be disclosed to the expert. In such event the expert shall be under the same confidentiality obligations as are undertaken by the employee representatives under Article 19, and will be required to sign an undertaking to that effect.
- (c) No experts will attend meetings of the Cargill Europe Association without the prior agreement of both Teams.
- (d) Employee representatives will have the right to have experts attend their preparatory meetings provided that:

- (i) Advance notice is given to the Chairman;
 - (ii) Either the Select Committee or the majority of the members of the Cargill Employee Team agree on such attendance; and
 - (iii) If more than one expert is to attend a meeting, approval of the Chairman must be obtained.
- (e) If the company is to pay for the expert, prior notice shall be given to the Chairman, including name of the expert, his/her expertise, and the cost involved. Experts should be professionals with appropriate expertise to assist the employee representatives in carrying out their responsibilities. Annual budgets for experts will be agreed between the two Teams and must be respected.

V RIGHTS AND OBLIGATIONS

Article 16. Paid time off

Members of the Cargill Europe Association are entitled to paid leave for attending its meetings and fulfilling their mandate, both in accordance with national law and/or local practices in the units where they are employed, but in no case less than the normal pay which the employee would have received if no meeting had been held.

Article 17. Expenses and Training

a) Expenses

Travel costs for attendance at the Cargill Europe Association meetings will be reimbursed by the Cargill unit which employs the employee and/or management representatives in the Cargill Europe Association, in accordance with its travel policy guidelines, but in no event less than the reasonable travel costs actually incurred by the employee. The cost of the meetings themselves shall be borne by Cargill Europe, including accommodations and food and beverage costs incurred at the meetings and costs of communications (phone, fax, translation) between employee representatives to prepare for the meetings. Procedures for covering expenses will as far as practicable be arranged to minimize the temporary financial burden on employees.

The Cargill Employee Team will be provided technical support such as translation and secretarial services required to carry out its functions.

Other costs proposed to be incurred by employee representatives relating to preparation for or follow-up to meetings must be approved in advance by the Chairperson. Budgets for all such costs may be established and must be followed, and documentation supporting all expenses must be submitted.

b) Training

It is recognized that training can be important in preparing employee representatives to carry out their responsibilities as members of the Cargill Europe Association. The two

Teams will work together to agree an acceptable training program (which may include in-house or outside courses) and budget.

Article 18. Protection of employee representatives

The employee representatives in the Cargill Europe Association shall, in exercising their functions, enjoy the same protection and guarantees as provided for employees' representatives by the national legislation and/or practice in force in their country of employment, but in no event shall any employee representative be penalized or retaliated against for their role as an employee representative to the Cargill Europe Association (including after that role has been completed). Their existing rights to information and consultation under national law shall not be prejudiced by this Agreement.

Article 19. Confidentiality and withholding of information

a) Confidentiality of information

All representatives in the Cargill Europe Association shall be bound by a duty of confidentiality. Employee representatives shall be obligated to keep confidential and not disclose to any other person, within or outside Cargill, any of the information disclosed to them in the course of their work as employee representatives in the Cargill Europe Association which is designated as confidential or which is clearly confidential from its nature. Breach of this obligation will constitute a serious disciplinary offence. The obligations under this Article shall continue to apply, even after the expiry of their term of office and after they leave their employment with Cargill.

b) Withholding of information

The management shall not be bound, under the conditions and limits laid down by the legislation covering this Agreement, to disclose confidential information, when such disclosure would be prejudicial to the Cargill group or to any of its units or would contravene stock market regulations or other legislative requirements.

Article 20. Management prerogatives

This Agreement shall not affect the prerogatives of the central and local managements which remain exclusively responsible for their business, financial, commercial and technological decisions at local, transnational and European levels.

VI FINAL PROVISIONS

Article 21. Duration of the agreement

This Agreement is concluded for a period of four years. It will continue thereafter indefinitely subject to six months written notice of termination by either (i) the Cargill

Employee Team (by at least two-thirds vote of the employee representatives) to the Cargill Management Team or (ii) the Cargill Management Team to the Cargill Employee Team. In case of such termination by either party, this Agreement shall remain valid until a new Agreement has been concluded in accordance with applicable legislation.

The parties agree to amend the relevant provisions of this Agreement to ensure its validity if required to comply with changes or clarifications of applicable law, or to adjust if necessary to significant modifications in the nature of the Cargill businesses in Europe.

Article 22. Acknowledgements by Signatories

a) Nature/basis of agreement

The Signatories of this Agreement formally acknowledge that it covers the entire Cargill workforce within its geographical scope, and deals satisfactorily with the transnational information and consultation of the entire Cargill workforce. This Agreement is thus a valid pre-directive agreement;

b) Representation by Signatories

The Signatories of this Agreement formally acknowledge that it is signed: (a) on the part of employees, by representatives who are fully representative of all employees in all Cargill units covered by this Agreement, and (b) on the part of management, by management representatives who are fully representative of the central management responsible for all such Cargill units.

Article 23. Applicable Law

This Agreement is governed by English law and subject to the exclusive jurisdiction of the courts of London except that, solely as to the validity of the Agreement as a pre-directive agreement, Dutch law shall apply.

Article 24. Binding text

This Agreement shall be translated into the official language(s) of the countries falling within its geographical scope, but the English text is the only binding text.

Article 25. Severability

If any provision of this Agreement is determined to be invalid for any reason, it shall not affect the validity of the Agreement in total. The invalid provision shall be adapted or deleted as may be necessary or appropriate under the circumstances.

SIGNED ON THIS 24TH DAY OF JUNE 1996 BY THE FOLLOWING:

MANAGEMENT REPRESENTATIVES OF CARGILL, INCORPORATED, CARGILL EUROPE, AND ALL CARGILL UNITS IN EUROPE COVERED BY THIS AGREEMENT

François Loury

Paul Naar

Margaret Studer

Steven Euller

Roger Murray

EMPLOYEE REPRESENTATIVES OF ALL CARGILL UNITS IN EUROPE COVERED BY THIS AGREEMENT

Representing the employee work force in the United Kingdom and Denmark

Frank Bilham

Tony Dolan

Philip Emms

Sue Garnett

Philip Peters

Roger Shutt

Representing the employee work force in the Netherlands

Peter Ganseman

Harry Kappelhof

Representing the employee work force in Belgium

Ivo Coulier

Representing the employee work force in France

Olivier Becquart

Majorie Mal

Representing the employee work force in Spain

Luis Carrasco Hernandez

Manuel Alonso Wert

Representing the employee work force in Germany

Otto Schultz

Representing the employee work force in Portugal

Anabela Silva

Representing the employee work force in Italy

Francesco Sturla

Personeelsbezetting Europese werknemers (per juni 1996)

België	220
Denemarken	4
Frankrijk	1012
Duitsland	180
Nederland	1324
Italië	54
Portugal	61
Spanje	828
Groot Brittannië	5458