

**Agreement on
the Airbus Group SE-Works Council
and its derived Division European Committees**

reached

between

Airbus Group N.V.

and

the Special Negotiating Body

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Foreword

In line with European regulation No. 2157/2001 dated 8 October 2001 relative to the statute of the European Company (SE), with Directive 2001/86/EC dated 8 October 2001 completing the European Company statute on the involvement of employees and the national legislations transposing those texts to the Member States of the European Economic Area, a Special Negotiating Body (*the SNB*) was created with a view to determining the procedures relative to employee involvement in Airbus Group SE.

Directive 2001/86/EC allows the Parties to either apply the standard rules in the Annex or to reach an agreement. In this latter case, the Directive provides in article 4.3 that *“the agreement shall not, unless provision is made otherwise therein, be subject to the standard rules referred to in the Annex.”* The Parties have decided to enter into negotiations in order to reach such an agreement.

The negotiations have thus resulted in this agreement which establishes the Airbus Group SE-Works Council (SE-Works Council) and a Division European Committee at the level of each of the Group’s Divisions: AIRBUS, AIRBUS HELICOPTERS and AIRBUS DEFENCE & SPACE.

Whenever a provision of this agreement applies jointly to the SE-Works Council and to the Division European Committees, the Parties agree to use the term “European Committee(s)”, as well as the term “Chairpersons” as a common term for “Chairperson/Vice-Chairperson and Co-chairpersons”.

1. General competencies

Because the Airbus Group SE and its divisions are managed on a transnational basis, the Parties have decided to confirm the transnational competence of the SE-Works Council and the Division European Committees as defined in the previous agreement of October 30th, 2008 and in the Directive of May 6th, 2009. Accordingly, the SE-Works Council shall be competent for matters which concern at least two Member States and two Divisions or more, while the Division European Committee shall be competent for matters which concern at least two Member States in the said Division.

However the Parties agree that the European Committees shall also be competent when a project that has a major impact on the employees’ jobs, health, safety or working conditions concerns a single Member State and exceeds the responsibility and competencies of the Management bodies in said Member State.

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In this case the European Committee concerned may take the initiative of requesting Management to organise an information meeting in order to examine the dossier and make alternative proposals if it so wishes. This meeting shall be held within fifteen days following the European Committee's request. The European Committee may send its alternative proposals to the Central or the Division's Management which shall forward them to the local Management and to the staff representatives involved in the national procedure.

2. Scope of application

This agreement is applicable to Airbus Group European Company (*Airbus Group SE*) as well as to its Divisions' companies or establishments over which Airbus Group SE exercises a dominant influence and which are located in the Member States of the European Economic Area pursuant to article 1:2 of the Dutch law of March 17th, 2005 and article 2 (c) of the European Directive 2001/86/EC.

By virtue of this agreement, the SE-Works Council and the Division European Committees shall be formed.

TITLE I - Organisation and means of functioning of the SE-Works Council and Division European Committees

3. Membership of the SE-Works Council and of the Division European Committees

3.1 Principles for setting the number of members

The number of members for each Member State represented on the SE-Works Council and on the Division European Committees shall be determined by applying the following rules:

- o For the SE-Works Council or the European Committee of a Division that has a headcount higher than or equal to 50,000 employees
 - Threshold of 500 employees up to 5% 1 seat
 - 5,01% up to 10% : 2 seats
 - 10,01% up to 20% : 3 seats
 - 20,01% up to 35% : 4 seats
 - 35,01% up to 50% onwards 6 seats

- For the European Committee of a Division that has a headcount higher than or equal to 25,000 employees and lower than 50,000 employees
 - Threshold of 250 employees up to 5% 1 seat
 - 5,01% up to 15% : 2 seats
 - 15,01% up to 25% : 3 seats
 - 25,01% up to 35% : 4 seats
 - 35,01% up to 45% 5 seats
 - 45,01% onwards : 6 seats

- For the European Committee of a Division that has a headcount lower than 25,000 employees
 - Threshold of 150 employees up to 10% 1 seat
 - 10,01% up to 20% : 2 seats
 - 20,01% up to 30% : 3 seats
 - 30,01% up to 40% : 4 seats
 - 40,01% up to 50% 5 seats
 - 50,01% onwards : 6 seats

For all the provisions of this agreement, the notion of headcount should be understood to mean the employees of the Group that have an employment contract with companies that come within the agreement's scope of application.

If a country goes above a threshold set in article 3.1, it shall immediately obtain a seat on the relevant body.

In addition, an unofficial member without voting rights may be appointed by IndustriAll Europe to attend the meetings and preparatory meetings of the SE-Works Council.

This member shall not be taken into account for the calculation of the staff delegation ceiling.

3.2 Rules governing appointment

The seat(s) shall be allocated in compliance with the applicable national rules or practices. In the absence of such rules or practices, the allocation shall occur in accordance with national rules for the appointment of the SNB members except in the event of consensus among the employee representatives of the Member State concerned.

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The names of the elected or appointed members shall be communicated in writing to the Industrial Relations Management of the headquarters or of the relevant Division.

3.3 Changes in headcount

No later than January 31 of each year, Management shall communicate to the SE-Works Council and to the Division European Committees the headcount per Member State for the Group or for the Division as of December the 31st of the previous year. If there is an increase or a reduction of at least 15% of the total headcount of the Group or of the Division, Management and the European Committee concerned shall open discussions with a view to defining the appropriate adjustment of seats and adjust the seats with effect as of April the 1st of the said year. Any changes in headcount between 5% and 15% shall entail an adjustment of seats, to take effect at the beginning of the next term of office.

If the headcount of the Group or a Division in a Member State represented on the European Committees falls below the thresholds set in article 3.1 or in the event of the loss of one or more of the headcount tranche(s) stipulated in that same article, the number of seats for the Member State concerned shall be reduced accordingly.

When the national delegation for the Member State concerned by the reduction in the headcount has several seats, the choice of the outgoing representative(s) shall be made according to the applicable laws or practices of the Member State.

Should Airbus Group no longer operate in a given Member State as mentioned in article 2, the loss of the seat(s) shall come into force with immediate effect.

3.4 Number of members on the SE-Works Council and on the Division European Committees when the agreement is signed

On the basis of the principles laid down in article 3.1 and on the basis of the headcount at the time of the negotiation of this agreement, the SE-Works Council and the Division European Committees shall be made up as follows and if necessary, shall be adapted to reflect any changes in headcount by the time of entry into force of this agreement.

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a) SE-Works Council:

France:	6
Germany:	6
United Kingdom:	3
Spain:	2
Poland:	1
Romania:	1
Total:	19

b) Airbus Division European Committee:

France:	6
Germany:	6
United Kingdom:	3
Spain:	2
Romania:	1
Total:	18

c) Airbus Defence & Space Division European Committee:

Germany:	5
France:	4
Spain:	3
United Kingdom:	2
Poland:	1
Finland:	1
Netherlands:	1
Total:	17

However, owing to the re-organisation of the Airbus Defence & Space Division currently in progress, three additional seats shall be allocated to its European Committee for a two-year transition period to run from the day following the appointment of its members. These additional three seats shall be allocated to the following countries: Germany: 1; France: 1; United Kingdom: 1. The allocation of these three additional seats shall cease at the end of the two-year period.

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d) Airbus Helicopters Division European Committee:

France:	6
Germany:	4
United Kingdom:	1
Spain:	1
Romania:	1
Ireland:	1
Total:	14

3.5 Procedure for appointing the members and deputies

There shall be as many deputies as there are members per Member State in each European Committee.

Each member and deputy shall be elected or appointed from among the employees of the Group's companies covered by the agreement.

They shall be appointed or elected in compliance with article 3.2.

Full member or deputy status shall be automatically lost once the employee leaves the Group. The relevant Industrial Relations Management shall be informed in writing (letter or email) of the appointments or elections.

4. Ceiling on the staff delegation

In order to enable an effective social dialogue, application of the rules defined in article 3.1 shall not lead to the ceilings set out below being exceeded for the number of members within the staff delegation on the European Committees:

- 27 members for the SE-Works Council,
- 25 members for the European Committee of a Division whose headcount is greater than or equal to 50,000 employees,
- 21 members for the European Committee of a Division whose headcount is greater than or equal to 25,000 employees, and lower than 50,000.
- 17 members for the European Committee of a Division whose headcount is lower than 25,000 employees.

When a change in the Group's or a Division's headcount leads to the above-mentioned ceilings being exceeded for the staff delegation, that delegation shall be reduced accordingly and the Member State(s) whose headcount is the lowest shall

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lose a seat so that the staff delegation is once again in compliance with the ceiling. This shall come into effect at the beginning of the next term of office.

5. Appointment of the first members

The European Committees' initial staff delegation must be put in place at the latest during the month following the entry into force of this agreement.

6. Length of the term of office

The term of office of the European Committees shall be four years starting the day of the first ordinary meeting.

In the event that a member is unable to complete his or her term of office (resignation, death, etc.) a new member and the respective deputy shall be elected or appointed for the remainder of the current term of office.

Should a member be temporarily prevented from attending a meeting of the European Committees, a deputy shall attend. Industrial Relations Management shall be informed in writing.

7. Permanent experts

The SE-Works Council and every Division European Committee shall have the right to be assisted by two experts with proven experience in the field of the aeronautics and/or defence and space industries.

The experts thus selected shall take part in all the meetings of their European Committee and their Select Committee in an advisory capacity.

The experts shall not be taken into account for the calculation of the staff delegation ceiling. They shall be appointed at the time of the first meeting of their European Committee.

The European Committees shall inform Industrial Relations Management of the names of the two experts.

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8. Chairpersons

At the beginning of each term of office, the SE-Works Council shall elect from among its members a Chairperson and Vice-Chairperson who shall come from two different Member States.

The Chairperson and Vice-Chairperson shall represent the SE-Works Council in law.

The Division Committees shall elect from among their members two Co-Chairpersons who shall come from two different Member States.

The Co-Chairpersons shall have responsibility for the legal representation of their respective Division European Committee.

They shall be elected for the duration of the European Committee's term of office as stipulated in article 6.

9. Select Committee

The SE-Works Council shall elect from among its members a Select Committee consisting of the Chairpersons and one representative for each Member State represented on the SE-Works Council. The same number of deputies shall be elected to represent members of the Select Committee in their absence.

Like the Chairpersons, the members of the Select Committee shall be elected for the SE-Works Council term of office.

The Select Committee shall be in charge of administrative matters, in particular of preparing meetings of the SE-Works Council and the corresponding documentation, along with monitoring the activities of the SE-Works Council.

It shall meet four times a year (one per quarter). The meetings shall last one day, excluding travel time. Simultaneous interpretation in the languages of the Member States participating in the meeting shall be provided.

As a departure from the normal rules if, in exceptional circumstances, the urgency of the matter does not make it possible to organise a plenary meeting of the SE-Works Council, Management may ask the Chairpersons of said Committee to convene a meeting of the Select Committee in order to provide it with important information. If there is a need for further information, Management and the Chairpersons shall

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The documents provided for circulation by Management shall be sent in all languages at latest the day before the internal meeting. The documents shall be sent in English as soon as possible, in principle five days before the meeting.

Discussions shall be simultaneously translated into the languages of the Member States participating in the meeting. Presentations by Management shall be made in English and may, as an exception, be made by videoconference.

A record of the decisions that may have been taken during a meeting shall be established by mutual agreement between Management and the Chairpersons of the European Committee.

12. Extraordinary meetings

In the event of exceptional circumstances, both Management and the European Committees may request an extraordinary meeting. This shall be guaranteed within a jointly agreed time frame.

13. Meeting with the Chairman of Board of Directors

When justified by the circumstances, the SE-Works Council may ask to meet the Chairman of Airbus Group's Board of Directors. In this case the Chairpersons of the SE-Works Council shall submit their request in writing to the Group's Human Resources Directorate, indicating the reasons for and subject of this request and the composition of the staff delegation wishing to meet the Chairman of the Board of Directors. The meeting shall take place within 15 days after the SE-Works Council request, unless Management provides a reasoned rejection of this request in writing.

14. Internal meetings

There shall be four internal meetings of the SE-Works Council per year, of which three shall be immediately prior to or after the meeting with Central Management. The date for the remaining internal meeting shall be set by the Chairpersons of the SE-Works Council. They shall propose the venue of the meeting of which Management shall be informed at the latest eight (8) days before the meeting. The necessary logistics shall be determined by mutual agreement of Central Management and SE-Works Council. Simultaneous interpretation shall be provided in the languages of the Member States participating in the meeting.

The Chairpersons of the SE-Works Council may meet when necessary, in accordance with the travel policy of their company

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The Division European Committees shall hold five internal meetings per calendar year of which four shall be immediately before or after the meeting with Management. The above mentioned rules shall apply to the Division European Committees.

15. Annual internal coordination meeting

The Chairpersons of the SE-Works Council shall have the right to invite the Chairpersons of the other Division European Committees once a year to a meeting with the purpose of coordinating the activities of the different bodies. Date and venue shall be agreed according to article 11.2 paragraph 1.

16. Specific working group

The European Committees and Management may decide by mutual agreement to set up a specific joint working group tasked with looking into a subject that merits examination in greater depth. The membership, subject and duration of this working group shall be defined jointly before it is put in place.

17. External experts

a) *Financial expert*

In order to better understand the consolidated financial accounts of Airbus Group SE, the SE-Works Council may be assisted by an auditor of its choice.

The subject, specifications and length of the expert's mission shall be defined by the SE-Works Council. The Work Specification thus defined must be:

- "appropriate", that is to say directly related to the subject of the mission: the proper understanding of the Group's consolidated annual accounts,
- "reasonable", that is to say in accordance with the standards and practices in force in the Group, as well as being suited to the needs of the mission.

The Work Specification including the estimated length and cost of the mission shall be sent to Central Management by the SE-Works Council. Central Management shall pay for the cost of the mission, except if it is not appropriate and reasonable, and shall provide an answer in writing as soon as possible.

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The auditor appointed by the SE-Works Council shall be the auditor for the Divisions as well.

The same rule shall apply to Division European Committees so that they may better understand the annual financial results of their respective Division.

b) Expert in other fields

Whenever necessary for certain specific subjects, the SE-Works Council shall have the right to be assisted by an expert of its choice.

The SE-Works Council shall draw up the Work Specification for the mission, it shall be “appropriate” and “reasonable” as per the above-mentioned definitions. It shall submit this Work Specification to Central Management, indicating the estimated length and cost of the mission.

Central Management shall pay for the cost of the mission unless it is not appropriate and reasonable and shall provide an answer in writing as soon as possible.

The same rules shall apply to the Division European Committees.

18. Training

With the agreement of the Chairpersons the members and the deputies of the SE-Works Council shall have the right to receive training as required to properly perform their tasks as representatives in a European environment, without this resulting in any loss of remuneration for them. The ways and means to achieve this shall be jointly determined by the Industrial Relations Management of Airbus Group SE and the SE-Works Council.

The same rule shall apply to Division European Committees.

19. Cost and Release

19.1 Costs

The costs arising from the activities of the bodies governed by this Agreement shall be covered by Airbus Group SE or the Divisions to the extent necessary. This shall apply e.g. to the costs of meetings, administrative costs, travel expenses, training activities, the costs of the representative of IndustrAll Europe and of IT devices in line with Group or Division policy.

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19.2 Release

The members of the bodies foreseen by this Agreement including the permanent experts, if they are employees of the Group, shall be released from their professional duties in order to perform their activities in these bodies whenever necessary, while continuing to receive their full remuneration. This shall apply for example to meetings, their preparation or training activities. There shall be no offsetting of this time against time allowances under national regulations.

20. Individual right of access

The members and the permanent experts of the SE-Works Council or the Division European Committees shall have an individual right of access to the sites of the Group or the relevant Division. They shall inform Central Management or the Management of the Division at the latest eight days before the visit and provide justification of the reason for this visit. They shall also comply with security rules of the visited site.

21. Protection of employee representatives

21.1 Principle

The members of the bodies governed by this agreement shall enjoy at least the same protection and guarantees in the performance of their duties as those provided to employee representatives by national legislation and/or practices in force of the Member State in which they are employed.

21.2 Additional protection

It shall not be possible for the members (full and deputy members) of the SE-Works Council and of the Division European Committees to be dismissed during their term of office or for a period of one year following the expiry of their term of office, unless there are serious grounds under respective national law for dismissal without notice. In this case, this shall be notified beforehand by Management to the Select Committee of the European Committee. The explanations given by Management shall be subject to a rule of absolute confidentiality.

Furthermore, any transfers liable to lead to the loss of office for a member or deputy shall only take place subject to two conditions:

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- Either the prior acceptance of the staff representative concerned or, failing that, of his/her European Committee,
- or
- when the staff representative is included in a collective staff transfer operation.

The above-defined additional protective measures shall not prevent application of national law if said law is more favourable.

The members of European bodies shall not be hindered or prevented from performing their tasks and duties. They shall not suffer discrimination nor gain advantages as result of their activities. This shall also apply to their career development.

22. National Committees

Upon request of the SE Works Council and subject to prior agreement of the Airbus Group Central Management a national committee shall be established in each Member State in which at least two companies of different divisions of the Airbus Group SE are registered.

Under the same conditions, a national committee may also be established in a Member State where only one division operates, when the diversity and the complexity of its activities requires a necessary coordination.

The operating procedures of each national committee shall be determined by agreement between the Human Resources Management and the employee representatives of the country in question. In the event of difficulties in the discussions at national level, the SE-Works Council shall be able to call on Central Management to facilitate said discussions.

Each national committee shall consist of members elected or appointed in accordance with national law and/or practices of the Member State in which they work. All national committee members shall be required to be employees of Airbus Group companies in the Member State in question.

Title II – Competence of the European Committees and organisation of the procedures

23. Information and consultation

23.1 At Group level

23.1.1 Definition of information

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In accordance with article 1 above, the SE-Works Council shall be informed about all transnational matters as defined in article 23.1.2 hereafter. To this end, Central Management shall provide the SE-Works Council with the relevant information and discuss it with the SE-Works Council at a time, in a manner and with a content that enable it to evaluate possible impacts and when necessary prepare for consultation.

23.1.2 Subject for information

The SE-Works Council shall be informed about the subjects below:

- The structure of the SE and the Group,
- The business and financial situation of the Group and the strategy of the Group and the Divisions
- Foreseeable development in business, production and sales,
- Substantial changes in organisation,
- Merger, relocation, reduction or closure of an undertaking, establishment or major parts of either of the above,
- Acquisition and disposal of companies or part of companies, as well as setting up of companies,
- The employment situation and foreseeable trends, as well as collective redundancies,
- Investment policy and the related budget,
- Introduction of new major working methods or manufacturing processes, major cost cutting and rationalisation plans,
- Health, safety and working conditions policies,
- Environmental protection policy,
- Employee data protection policy.

If necessary, Central Management and the SE-Works Council may decide by mutual agreement to supplement the list of subjects established above. Any further modification to this initial list shall be covered in an appendix to this agreement. Central Management and the SE Works Council may also decide by mutual agreement to examine a question not included in said list as the need arises.

23.1.3 Provision of written information

Management shall provide the SE-Works Council with the relevant documents translated into the languages of all the Member States represented on the SE-Works Council. It shall send them to the Chairpersons of the SE-Works Council, at the latest on the day before the preparatory meeting preceding the meeting with Management. Art 11.2 paragraph 4 last sentence shall apply.

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23.1.4 Definition of consultation

The SE-Works Council shall be consulted on any subject included in the list defined in article 23.1.2 above, whenever it has a major transnational impact on employee interests in terms of jobs, health, safety or working conditions.

Consultation shall mean a dialogue and exchange of views between the SE-Works Council and Management at a time, in a manner and with content such as the SE-Works Council is able to formulate an opinion on the proposed measures that are the subject of the consultation, within the timeframe defined in article 24 of this agreement.

23.1.5 Provision of relevant documents

The documents required for the consultation with the SE-Works Council shall be sent by Management as described in article 23.1.3.

23.2 Implementation of measures

Measures shall only be implemented after the information/consultation process, as foreseen by this agreement, has been duly completed.

23.3 At Division level

The Division European Committees shall have the same competences regarding information and consultation as the SE-Works Council but concerning their own perimeter. The rules defined in articles 23.1. and 23.2 shall fully apply to them, with the exception of the last paragraph of article 23.1.2.

24. Organisation of the information and consultation procedure.

When Management's project requires a Staff Representative information and consultation procedure, it shall be mandatory for this to begin at the European level before any national procedure. It shall comprise two distinct phases: information followed by consultation. Each of these phases shall include at least two meetings of the SE-Works Council.

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24.1 Procedure at Group level

24.1.1 Duration

The parties agree to favour negotiations as a way for determining the duration of the procedure, depending on the complexity of the project presented. Consequently, the durations mentioned below for information (article 24.1.2) and consultation (article 24.1.3) phases shall be considered standard durations. The negotiations between Central Management and the SE-Works Council shall begin immediately after the first meeting of the information phase. Should agreement not be reached on the duration of the procedure within 21 calendar days of the first information meeting, the parties agree that the standard duration defined for the consultation phase (article 24.1.3) shall be extended by one half, i.e. 8 additional days.

The parties agree that this standard durations or the jointly agreed periods of time only start to run, if the necessary prerequisites of the respective phase are fulfilled.

Moreover, the parties agree to jointly review the application of the provisions relating to the information and consultation procedure once two procedures have been completed, one of which shall be at Group level.

24.1.2 Information phase

- First information meeting :
Management shall convene an SE-Works Council meeting as soon as it is in a position to present an overview of the project, enabling the Staff Representatives to understand its different aspects and appreciate its possible impact on jobs or on employee health, safety or working conditions.
- Use of an external expert
During this first information meeting, the SE-Works Council shall have the right to use an external expert of its choice, to assist it through to the end of the procedure. To this end, the SE-Works Council shall within 21 calendar days of this first meeting submit to Management a work specification explaining the purpose of the expert's mission, the time requested by the expert for performing his/her mission and its estimated cost. On reception of this work specification Management shall begin discussions with the SE-Works Council with a view to reaching an agreement on the deadline for the mission. Should the SE-Works Council and Management fail to agree upon this deadline, the duration of the mission shall be limited to 30 calendar days. Central Management shall

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pay for the cost of the mission provided it is “reasonable and appropriate”, as defined in article 17 above.

- Expert’s report

The expert’s mission shall be concluded by a report. This report shall be sent simultaneously to the SE-Works Council and Management in compliance with the deadline jointly defined by them or at the end of the 30 calendar day period. The SE-Works Council and Management shall be permitted to discuss this report freely inside the company.

• Second information meeting

30 calendar days after submission of the expert’s report, Management shall organise a second information meeting with the SE-Works Council. At the latest 5 days before this meeting the SE-Works Council shall send Management the list of questions it wishes to examine in greater detail further to the expert’s report, along with any alternative proposals it may have. In order to allow the SE-Works Council to prepare its list of questions and alternative proposals under the best conditions it shall have the right to hold an internal preparatory meeting.

The purpose of the second information meeting shall be to enable Management to answer the SE-Works Council questions and alternative proposals. Discussions shall be held between Management and the Staff Representatives on these different points.

Management shall confirm its response to the SE-Works Council alternative proposals in writing within seven days of the second information meeting.

24.1.3 Consultation phase

The consultation phase shall comprise two distinct meetings, held not less than 16 days apart:

• First consultation phase meeting

The first meeting in the consultation phase shall take place 21 days after Management has given its written reply to the alternative proposals made by the SE-Works Council. It shall, where necessary, allow the Staff Representatives to clarify the content of Management’s reply or possibly, in the event of disagreement regarding this reply, to submit new alternative proposals to Management on which a final round of discussions shall be held with a view to reaching a compromise if possible. In order to enable the Staff

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Representatives to prepare this meeting, the SE-Works Council shall have the right to hold a one-day internal meeting beforehand.

When new alternative proposals have been formulated by the SE-Works Council, Management shall confirm its final position regarding these proposals in writing within a maximum of seven days after the first consultation phase meeting.

- **Second consultation phase meeting**
The second meeting in the consultation phase shall be held not less than 16 days after the first meeting. During this meeting, and in light of Management's written reply, the SE-Works Council shall express its opinion on the project that Management has presented to it.
An internal preparatory meeting of the SE-Works Council shall be organised on the day before this second meeting.

24.2 Procedure at Division level

When the project presented by Management concerns at least two Member States in a single Division, the procedure shall be implemented at the level of the Division concerned, in compliance with the provisions of article 24.1.

In the case where the project presented by Management concerns several of the Group's Divisions, the procedure shall be implemented simultaneously at the level of the Group and of the Divisions concerned in compliance with the rules defined in this agreement. In principle, the meetings at the SE-Works Council level shall take place before those of the Division European Committees. However, the opinion of the European Committees shall be sought at Division level first and then at Group level.

When the Division European Committees decide to seek the assistance of an expert in the framework of their procedure, the selected expert shall necessarily be the one appointed by the SE-Works Council.

24.3 Organisation of the procedures at the European level and at the national level

The procedure relative to Management's project shall necessarily begin at the European level (SE-Works Council and/or Division European Committee) before being started at the national level.

The national procedures in the Member States concerned may begin on the day after the first meeting of the Division European Committee in the framework of the

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information phase and then continue, in compliance with the national rules, and in parallel with the European procedure.

However, the national procedures shall not be completed before the SE-Works Council and/or the Division European Committee(s) have expressed their opinion on Management's project.

National procedures of employee representation shall remain unaffected by this Agreement.

The conclusion of the information and consultation process under article 24 shall have no impact on any rights of National employee representative bodies. The outcome of the SE-Works Council information and consultation procedure shall neither prejudice nor accelerate procedures at national level.

Title III – Miscellaneous

25. Preparing transnational negotiations

Independently of their prerogatives regarding information and consultation, the European Committees and Management may jointly decide to open preliminary discussions with a view to preparing transnational negotiations at the Group or Division level before a European Negotiation Body (ENB) is put in place in accordance with the Agreement relating to negotiations at European Level dated 28 September 2010.

The proposals drawn up by the European Committee shall be sent to the ENB before the opening of the negotiations.

26. Confidentiality

In line with Art. 1.4 of the Dutch law of 17 March 2005, the members of the SE-Works Council of Airbus Group SE shall be bound by a duty of confidentiality. This shall also be applicable to the members of Division European Committees as well as the permanent experts or any other external member.

Accordingly, and mindful to preserve the mutual trust without which there can be no social dialogue, the Parties have hereafter defined rules governing the confidentiality of information to which they have access as participants in the meetings of the European Committees.

26.1 Duty of confidentiality

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27. Interpretation of the agreement

Should there be differences of opinion regarding the interpretation of this Agreement within Airbus Group SE or a Division a commission shall be set up made up of representatives of the Industrial Relations Departments of Airbus Group SE and the Divisions and a delegation of employee representatives to be defined by the Chairpersons of the SE-Works Council. This commission shall meet at the request of any party, within two weeks of the request.

At the end of this meeting, an interpretation shall be adopted by consensus between the employer's delegation and the staff representatives' delegation. It shall be drawn up in writing and sent to all the participants for approval, within fifteen days of the meeting of the Commission.

Once it has been approved, Central Management shall inform the other European Committees of that interpretation.

28. Effects of the creation of the SE-Works Council

This agreement shall replace the following agreements in their entirety:

- the agreement dated 30 October 2008 and its amendment dated 23 June 2009 relative to the Airbus Group NV European Works Council and its derived Committees,
- the agreements related to the European Committee Airbus dated 27 June 2011, the European Committee Airbus Helicopters dated 1st December 2012, and the European Committee Airbus Defence & Space dated 18 November 2014.

Consequently, the Airbus Group N.V European Works Council and its derived committees shall be dissolved on the date this agreement comes into force. The terms of office of the members of said Committees shall terminate on that same date.

Notwithstanding the above, the following shall remain in force:

- Letter of Intent dated 23 October 2000 regarding the possible creation of a Worldwide Works Council.
- the International Framework Agreement dated 28 June 2005
- the agreements relative to the National Committees put in place in respect of article 12 of the agreement dated 30 October 2008.

It is understood that the following agreements signed by Central Management and both the European Works Council of EADS NV and the European Negotiating Body, shall remain in force:

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- Agreement relating to negotiations at European Level dated 28 September 2010
- Agreement for the implementation of a success sharing plan within the Group dated 1 June 2011
- Group agreement on the harmonisation of the variable remuneration of Senior Managers within the EADS Group dated 28 November 2011.

29. Involvement of the employees in the Member States not represented on the European Committees.

The SE-Works Council of Airbus Group SE shall inform the representatives of employees of companies belonging to the Airbus Group SE of the content and outcome of the information/consultation procedure carried out pursuant to this Agreement.

In order to determine the practical conditions of this information process, the Parties shall set up a specific working group within two months of the appointment of the members of the SE-Works Council.

The membership of this working group shall be determined jointly by Central Management and the Chairpersons of the SE-Works Council.

Moreover, within six months of the entry into force of this agreement the Human Resources Directorate and the trade unions of each of the Member States not represented on the European Committees shall start discussions with a view to determining how the information presented during the meetings of the European Committees shall be made available. The SE-Works Council and the Division European Committees shall be kept informed of the progress made with these discussions.

Finally, on the occasion of the meeting of the SE-Works Council that examines the annual accounts, every Member State not represented on the SE-Works Council shall appoint one delegate to participate in the internal preparatory meeting of the SE-Works Council. At the invitation of Chairpersons, Central Management shall have the right to speak during this internal meeting.

30. Duration of the agreement

This agreement shall be concluded for an indefinite period of time. Until such time as registration as a European Company has been completed, this agreement shall remain inoperative.

Should the registration as a European Company not take place, the agreement dated 30 October 2008 on the EADS N.V. European Works Council and the agreements relative to the Airbus and Airbus Helicopters Divisions shall continue to apply.

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However, an agreement regarding the Defence & Space Division European Committee shall be negotiated in the light of its new organisation, in line with the basic principles of the agreement dated 30 October 2008.

31. Applicable Law

This agreement shall be governed by Dutch law.

32. Final provisions

32.1 Application of the agreement

Central Management shall ensure that this agreement is implemented in the companies and establishments concerned. In the event of a violation against the agreement the SE-Works Council or Central Management shall have the right to halt the process and seek legal intervention. The agreed provisions shall be enforceable in law.

32.2 Revision in case of changes in regulation or significant changes in the Group structure

In the event of a change of legal or regulatory framework or of significant changes in the Group's structures, size and number of employees, that would disrupt the overall balance of this agreement, Central Management and/or the SE Works Council shall initiate discussions to determine whether there is a need for negotiations with the European Negotiating Body as provided by article 25 in view of the adaptation of the current agreement.

32.3 Modification-Termination of the agreement

Central Management and the SE Works Council may jointly decide at any time to renegotiate this agreement in compliance with the agreement dated 28 September 2010 related to negotiations at European level.

Likewise, this agreement may be terminated at any moment by decision of Central Management or the SE-Works Council in compliance with its internal rules, subject to six months' notice. The terminating party shall submit at the same time a new draft

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agreement, with a view to the renegotiation which shall take place in accordance with the above mentioned agreement dated 28 September 2010.

In the event no agreement can be reached, the termination shall be null and void and the present agreement shall therefore remain in force.

Drawn up in Amsterdam

On: 24, February 2015

For Airbus Group NV
Thierry BARIL
Chief HR officer



The Special Negotiating Body

BELGIUM

David VANDERBECK



DENMARK

Henrik Holm JENSEN



FINLAND

Ole ARRHENIUS



FRANCE Jean Marie PEETERS



Françoise VALLIN



Sébastien MOLINA



Dany DEVAUX



Frédéric LIBERT



GERMANY Thomas BUSCH



Holger JUNGE



Jan-Christen JENSEN



Eugen WALTER



GREECE
Frédéric LIBERT
acting in behalf of
Ioannis-Georgios SERAFIM



HUNGARY
Viktória LAZAR



IRELAND
Jeff COLE



ITALY
Simone LUPERTI



NETHERLANDS
Malcolm HENDERSON



NORWAY
Finn Harald SKILLE



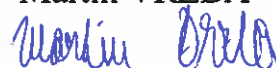
POLAND
Elzebiata ADAMCZUK



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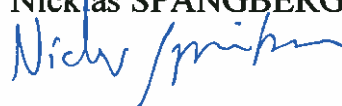
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