



SOLVAY
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Agreement on the Solvay Global Forum

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PREAMBLE

With a view to maintaining and fostering a global level constructive social dialogue with the representatives of its staff in the fields of interest to the companies of the group and its employees, Solvay Global Forum (SGF) has been established in 2015.

Thus, after three years of fruitful experimentation, the parties to this agreement, willing to effectively and extensively promote social dialogue within the Solvay Group whilst constructively ensuring the development and sustainability of its activities, have decided to make the Solvay Global Forum a permanent body of Solvay.

Both the management and members of the Solvay Global Forum, with due regard for their reciprocal rights and obligations, consider social dialogue to be one of the conditions of the economic performance of Solvay.

The objective of the Solvay Global Forum is a two-way dialogue between the Group top leadership and employee representatives from the countries where the Group mainly operates. It's an opportunity for the top management to get a direct measure of social climate and to explain the Group strategy directly to employee representatives.

This SGF is a voluntary body, and not regulated by any international or local legislation. This body has a global role. Therefore, the Solvay Global Forum members do not represent only their site or trade-union but all the Solvay employees of their country or region.

The management of SOLVAY and members of the Solvay Global Forum representing the Solvay employees have therefore agreed the following agreement:

ARTICLE 1- SCOPE

SOLVAY S.A. and those undertakings upon which it exercises control over fall within the scope of the Solvay Global Forum.



ARTICLE 2 –ROLES AND MANDATES

2.1 – Mission :

The Solvay Global Forum (SGF) is established with a view to develop a place for internal social dialogue between trade union/employee representatives and Solvay top management at global level, especially on the strategy of the company. The purpose of the Global Forum is, among others, to contribute to implementation of the Global Framework Agreement on social responsibility and sustainable development, signed with IndustriALL Global Union, to take initiatives to secure and extend social dialogue inside the group, to analyze main aspects of the Group's functioning and propose initiatives for improvement.

The Solvay Global Forum is a body established for the purposes of information, top-down and bottom-up communication between the representatives of the employees within the Group and the Senior Management on matters of economic, financial and social interests which given their strategic significance or because of their global impact are of interest to the employees and the undertakings of the Group.

The Solvay Global Forum has been established with a view to taking into account the interests of all the employees of the subsidiaries of the Group worldwide.

The target is to establish a dialogue and an exchange of views with the members of the top management, with a content which allows the members of the Solvay Global Forum to express concerns, questions and opinions.

The Solvay Global Forum members have the duty to disseminate and communicate to the employee representatives, within their regions / countries, the information they have received. In each site of the country they represent, the SGF member gets, through the country Industrial Relations Officers, the name of a contact to go through; when a union or a works council exists, the contact is the head of the union or the works

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council. In other non-organized sites, the contact of a legitimate person to represent the employees is provided by the site manager.

It is agreed that the Solvay Global Forum of Solvay shall neither replace the existing employees representative bodies in the various countries, nor challenge directly or indirectly the prerogatives of the employees' representatives as per their national / regional legislations. The information communicated within the framework of the Solvay Global Forum supplements the information that workforce representative bodies are provided with in every one of the Group undertakings.

The Solvay Global Forum can decide through collective contract with Solvay to sign agreement on matters of transnational significance applicable to all employees worldwide.

ARTICLE 3 - COMPOSITION

The Solvay Global Forum (SGF) shall at least include 8 (eight) employee representatives. Additional members may be included in the future with the agreement of the signatories considering the size and importance of the countries and regions for Solvay.

8 Employee representatives shall be composed of the following regions and countries:

4 Members from European Works Council (Europe)

4 Members from Countries outside of Europe as below:

- 1 Member from USA (North America)
- 1 Member from Brazil (Latin America)
- 1 Member from China (Asia)
- 1 Member from Korea (Asia)

Over its growing importance, India shall be considered as one of the next to be entitled to occupy one of the additional seats.

The objective is to represent the major countries within the Group taking in account the number of employees, sites and the dimension of the country,



aiming at stability and continuity of the Solvay Global Forum composition.

Once the employment figures of the Group significantly change, the signatory parties shall agree to vary the representation by country, up or down, provided that the total number of the SGF members shall not exceed 10 (ten).

An amendment shall be drafted by the coordinator and by Solvay management to then be submitted for approval in plenary session to the Solvay Global Forum.

ARTICLE 4 - SELECTION PROCEDURES FOR EMPLOYEES REPRESENTATIVES

Employee representatives of the Solvay Global Forum must be employees of one of the undertakings falling within the scope.

The members coming from the EWC secretariat shall be designated by the EWC through its internal rules.

The members from outside Europe shall be designated through an appropriate consultation process among Solvay central management, Solvay Industrial Relations Officer in the country concerned and members of Solvay Global Forum. IndustriALL Global Union shall provide its experience and knowledge to support this process in consultation with its affiliates in the country concerned.

The members to be designated from the countries shall be truly representative of employees, preferably with an election process, and must be completely independent from the company management.

A representative immediately ceases to be a member of the Solvay Global Forum if he is no longer an employee of the Group.

 

ARTICLE 5- ORGANIZATION

5.1 Chair of the Solvay Global Forum

The Solvay Global Forum is chaired by the president of the Executive Committee of SOLVAY S.A. The chair can be deputized to the General Manager of Human Resources or to the General Manager of Industrial Relations of Solvay.

5.2 Coordinator

Employee representatives of the Solvay Global Forum elect one coordinator whose mission shall be:

- organizing preparatory meeting with participating members;
- chairing those preparatory meetings;
- reporting back to the SGF with minutes;
- ensuring for the minutes to be disseminated;
- communicating with the employees' representatives and with the management between the annual sessions of the Solvay Global Forum;
- agreeing with the management for sessions to be held;
- forwarding recommendations to the management in relation to specific issues;
- signing specific agreements on behalf of the SGF;
- managing an internal web site (as Google site) to exchange information to be shared between members as well as to disseminate information to the whole staff.

ARTICLE 6- FUNCTIONING

6.1 Plenary meetings:

The Solvay Global Forum meets at least once a year on the invitation by its President.

The plenary meeting is held physically over four days, including a



preparatory session, in the headquarters of Solvay Group in Brussels.

In addition, a quarterly video conference is organized.

The SGF working language shall be English. Therefore, each member should, as much as possible, be able to participate to the meetings using English language.

Minutes of the meetings shall be drafted in English by the management on the basis of the notes taken by a typist.

The minutes are disseminated to every member of the Solvay Global Forum. The presentation documents are drafted in English and may be translated prior to the meetings into the local language spoken by the SGF members.

During the Solvay Global Forum plenary meeting, IndustriALL Global Union makes a presentation on the implementation of the Global Framework Agreement signed with Solvay, on social responsibility and sustainable development, on a yearly basis.

6.2 Obligation of confidentiality

The members of the SOLVAY Global Forum are bound by an obligation of confidentiality with respect to the information expressly and confidentially communicated to them. This obligation remains applicable for the employees' representatives, even after their term of office has expired, as long as the information remains confidential. This obligation also applies to all the different types of guests.

6.3 Obligation of information of the Solvay Global Forum

The members of the Solvay Global Forum inform the employee representatives of the undertakings or of the sites of the Group or, in the absence of any representatives, the workforce as a whole, in relation to the content and outcome of the information and consultation procedure applied. The SGF members can organize meetings in the country to distribute and to collect information.



6.4 Access to the sites

In order to fulfill their mission, the members of the Solvay Global Forum have access, if needed, to all the sites of their countries, in collaboration with the site contact name given through the process defined in 2.1. After information and agreement of the country Solvay Industrial Relations Officer, the SGF member can organize meetings with the local employee representatives and employees.

ARTICLE 7- TERMS OF OFFICE

7.1 Terms of office

The terms of office of the Solvay Global Forum members out of Europe shall be two year renewable term. For the EWC secretary members, the terms of office is linked to their mandate. This duration starts from the first plenary session of the Solvay Global Forum.

7.2 Protection

The Solvay Global Forum members receive protection and guarantees when exercising their mandate.

In particular, the Management of the Group ensures that the members of the Solvay Global Forum are not discriminated against as a result of their mandate within the Solvay Group Solvay Global Forum.

The coordinator is informed as early as possible should proceedings be brought against a member of the Solvay Global Forum.

ARTICLE 8 – MEANS EXTENDED TO THE MEMBERS

8.1 Compensation and travel expenses

All expenses related to the missions described in this agreement setting out the Solvay Global Forum are taken care of by the company. During the time of the mission, the SGF member is released of his work-related duties whilst still receiving their salary.



8.2 Training

During their terms of office, members of the Solvay Global Forum are entitled to a training so as for them to fulfill their mission.

In order to improve the functioning and efficiency of the Solvay Global Forum, it is agreed that the members develop, as much as possible, their proficiency in English.

8.3 Means of information

The members of the Solvay Global Forum are informed on a regular basis about events impacting the life of the Group by the Top Management of the SOLVAY who shall be disseminating appropriate documentation.

Amongst other documents provided, an annual social global report is disseminated on the occasion of the plenary meeting, covering the countries represented in the SGF.

8.4 Trade Unions

The Solvay Global Forum shall invite a representative from IndustriALL Global Union to the plenary meetings.

ARTICLE 9 – DURATION, RENEWAL AND ADAPTATION OF THE AGREEMENT

This agreement shall be valid for a period of four years and shall come into force on June 8th 2017.

Six months before expiration, it is agreed between the parties that the renewal discussion starts. As far as membership is concerned, the headcounts of the geographical footprint will then be taken into account.



ARTICLE 10- FINAL PROVISIONS

In the event of a dispute, the parties commit to do their utmost to find a solution through conciliation.

A copy of the documents shall be sent to IndustriALL Global Union by the SOLVAY Group Head of industrial relations.

Houston, June 7th 2017



Jean-Pierre Clamadieu

Chairman of the Executive Committee
Coordinator
& CEO



Albert Kruff

Solvay Global Forum