



**WORLDWIDE AGREEMENT ON THE PRINCIPLES OF ARCELOR'S
CORPORATE SOCIAL RESPONSIBILITY**

Between:

On the one side,

ARCELOR SA, the parent company of the ARCELOR Group, represented by
Guy DOLLÉ, Chairman of the Management Board

and

Gilles BIAU, Executive Vice-President Human Resources

Hereinafter referred to as "ARCELOR"

And on the other,

The International Metalworkers' Federation, represented by
Rob JOHNSTON, Steel and Health & Safety Director

and

The European Metalworkers' Federation, represented by
Peter SCHERRER, General Secretary

Hereinafter referred to as "the Trade Union Federations"

The following provisions have been agreed:

PREAMBLE

ARCELOR has committed itself on a worldwide basis to a sustainable development strategy, whose aim is to make its economic, environmental and social objectives coherent. In this context, ARCELOR now intends to resume and bring together all the priorities of its global social policy in this agreement, in order to develop and formalise its principles of responsibility.

The Management Board states that people working for ARCELOR lie at the heart of the Group's global success, which involves establishing mutually beneficial relations between all the partners contributing to its development.

The Group's sustainable development policy therefore notably focuses on the priorities of safety, wellbeing at work, the environment, economic performance and dialogue between all the partners.

This agreement aims to support the ARCELOR Group's increasing internationalisation in social matters, in accordance with its Principles of Responsibility, its Code of Ethics and its sustainable development policy, which aims to satisfy all its partners equitably.

In order to strike a balance between growth, economic profitability and social and environmental wellbeing, ARCELOR undertakes to implement the procedures and principles defined in this agreement and to integrate them in its subsidiaries' policies at the various national and local levels within a reasonable timescale.

On the other hand, the Trade Union Federations undertake to contribute to the success of this approach by encouraging the trade union organisations represented within ARCELOR to participate constructively with the personnel in seeking and implementing the means to achieve the objectives referred to in this agreement and to respect the company's people and assets.

ARTICLE 1: SCOPE OF THE AGREEMENT

This agreement applies to the entities over which the Group exercises a dominant influence, be it through direct ownership, financial participation or governance rules.

When an entity leaves the perimeter of the Group as defined above, this agreement ceases to apply to it. Conversely, when an entity enters its perimeter, the signatory parties undertake to carry out all necessary steps to integrate this company within the effective implementation of the agreement.

In accordance with the principle of subsidiarity, the provisions of this agreement will apply as soon as local conditions allow. In the absence of legislation which complies with the ARCELOR Group's international commitments, a convergence solution will be sought, based on international law, to achieve the group's objectives with regard to sustainable development.

In accordance with Article 8 of this agreement, companies in which the ARCELOR Group has a significant presence, albeit without exercising a dominant influence there, along with contractors and suppliers also fall within the scope of this agreement.

ARTICLE 2: FUNDAMENTAL SOCIAL RIGHTS

Article 2.1: Freedom of choice of employment

ARCELOR condemns and undertakes not to have recourse to forced or compulsory labour (In accordance with ILO Conventions No. 29 on forced labour and No. 105 on the abolition of forced labour).

Article 2.2: Non-discrimination

ARCELOR undertakes to guarantee equal opportunities in terms of employment, regardless of gender, race, origin, age, religion, sexual orientation, marital status, illness, disability, cultural or social origin, nationality or political opinion (In accordance with ILO Convention No. 111 relating to discrimination).

In the context of national recommendations, ARCELOR acknowledges the principle of equality of remuneration for work of an equal value in a comparable situation, and undertakes to implement it (In accordance with ILO Convention No. 100 on equal remuneration).

Article 2.3: Banning of child labour

The health and safety of children shall not be compromised. Their dignity has to be respected.

ARCELOR undertakes not to have recourse to the labour of children under the legal minimum age for admission to work stipulated by the laws of the countries concerned (In accordance with ILO Conventions No. 138 on the minimum age for admission to employment and No. 182 on the banning of the worst forms of exploitation of child labour).

Article 2.4: Freedom of association and the right to collective bargaining

ARCELOR acknowledges the principles of freedom of association and collective bargaining. (In accordance with ILO Conventions No. 87 on the freedom of trade unions and the protection of trade union law and No. 98 on the right of organisation and collective bargaining).

ARTICLE 3: HEALTH & SAFETY

ARCELOR is committed to fully integrate Health and Safety in everybody's work. ARCELOR affirms that no other priorities shall be higher than Health and Safety. ARCELOR's global Health & Safety policy requires the participation and involvement of everyone at all levels in the organisation. ARCELOR's objective is zero tolerance of accidents.

The "Code of practice on safety and health in the iron and steel industry" will be used as a reference (ILO, 2005).

ARTICLE 4: ENVIRONMENT

ARCELOR is committed to environmentally-friendly production. Thus ARCELOR is developing and implementing production methods whose environmental impact is as low as is reasonably possible, and is developing and manufacturing products that focus on the improvement of the environment in terms of use and recycling.

ARCELOR also undertakes to make efficient use of natural resources and energy.

ARTICLE 5: COMMUNICATION

In general, ARCELOR encourages transparent, open communication with all its stakeholders.

ARTICLE 6: SOCIAL DIALOGUE

ARCELOR considers social dialogue as a key factor of its success.

ARCELOR undertakes to maintain a constructive, trusting and transparent dialogue with all personnel representatives and with all employees, at all levels and particularly at the local level, which is crucial for the establishment of sustainable relations.

In this sense, ARCELOR undertakes to take into account the expression of the various cultures that enrich the companies within the Group and to ensure a proper circulation of information, in accordance with national practices and legislations.

The Trade Union Federations undertake to promote the development of a spirit of long-term partnership and mutual responsibility amongst the trade union organisations represented within ARCELOR.

ARTICLE 7: INDUSTRIAL AND ECONOMIC CHANGES

For ARCELOR, women and men are the key to its success.

Article 7.1: Principle of anticipation

ARCELOR undertakes to anticipate, as much as possible, economic and industrial changes and their consequences in terms of human resources.

The establishment of a prospective and permanent social dialogue will encourage the application of this principle of anticipation.

Article 7.2: Development of expertise and know-how

Arcelor undertakes to develop the skills of each employee, through lifelong learning, thereby enabling him or her to maintain and progress professionally in the job market.

The Trade Union Federations, with ARCELOR management, will ensure that ARCELOR employees adopt a proactive attitude in managing their own career.

ARTICLE 8: IMPLEMENTATION OF THE AGREEMENT

All of the signatory parties undertake to jointly bring this agreement to the knowledge of all Group's employees.

Group subsidiaries over which ARCELOR exercises a dominant influence ensure that the provisions of this agreement are implemented, while taking local factors (rules and practices) into consideration.

In the subsidiaries where the ARCELOR Group has a significant presence, but does not exercise a dominant influence, the signatory parties undertake to jointly put to use all of the resources at their disposal in order to promote the principles stated in this agreement.

ARCELOR supports and encourages its contractors and suppliers to take this agreement into consideration in their own company policy. This agreement is indeed considered a foundation favourable to mutual and sustainable relations.

In the event that an enterprise working at ARCELOR's sites does not take part in programmes for effective improvement of occupational Health & Safety, ARCELOR will draw all the consequences in the context of their business relations, which could result in the termination of contractual relations.

ARTICLE 9: MONITORING THE AGREEMENT

The local representative authorities are first responsible for monitoring the implementation of this agreement.

At Group level, a specific internal and mixed committee will be responsible for monitoring the implementation of this agreement. Within this committee, the Management Board will be represented by the Human Resources Director who, in the framework of these activities, will directly report to the Chairman of the Management Board. He will be assisted by the Human Resources Directors of the sectors and/or the regions concerned. Regarding the employees' representatives, they will be represented by the Vice-Chairman of the European Works Council, by a representative appointed jointly by the IMF and the EMF and by a representative from each geographical area covered by this agreement, who will be appointed in accordance with local rules and practices.

ARCELOR will make available the necessary resources to implement and monitor this agreement.

ARTICLE 10: VALIDITY OF THE AGREEMENT

This agreement enters into force as from its signature for a limited duration of 3 years.

It can be revised, by means of an amendment, in order to adapt it, in particular in the event of a change in the perimeter of the Group.

It can be terminated by any of the signatory parties by registered letter, subject to an advance notice of three months.

In the event of differences between the various language versions, the French version will be deemed authentic.

This agreement is governed by Luxembourg law. Consequently, any disputes will fall within the exclusive competence of the Luxembourg courts.

Given at Luxembourg, on 13 September 2005, in as many copies as there are signatory parties.

Guy DOLLÉ
ARCELOR

Rob JOHNSTON
IMF

Gilles BIAU
ARCELOR

Peter SCHERRER
EMF