

**EUROPEAN AGREEMENT  
ASSISTANCE IN CREATION,  
PURCHASE OR DEVELOPMENT  
OF SMALL AND MEDIUM SIZED  
BUSINESSES**

Between:

TOTAL S.A. represented by:

Jean-Jacques GUILBAUD,

Director of Human Resources and Communication

of the first part,

European Federations of Trade Unions:

For the ETUC

For the CEC

The EMCEF  
Reinhard REIBSCH

The FECCIA  
François VINCENT

The FECER  
Jean CONAN

of the second part,

It has been agreed as follows:

**PREAMBLE**

The Total group is an economic player with a presence in most of the European Union and in Norway through its industrial sites or commercial premises. Due to this diversity of establishment, the Total group has built up, over many years now, a wealth of knowledge, know-how, experience and practical skills which can be used by other businesses located geographically close to its main establishments.

By placing all its means at the disposal of small or medium sized businesses close to its establishments and in the scope of the French "Corporate Solidarity" experiment, the Total group can participate in the surrounding economic development. This undertaking is made in addition to actions brought about by public players and institutions whose mission is to stimulate local economic development.

Due to their knowledge of the economic and social stakes of neighbouring employment areas, their interaction and their relationships with other local stakeholders, trade union organisations constitute the business's natural representatives in its participation in the actions of development of local employment areas.

In consultation with the European Federations of Trade Unions, the Total group's General Management wishes to develop these experiments in favour of employment in the local employment areas surrounding its main European establishments.

The Total group's General Management and the European Federations of Trade Unions intend to record the undertaking and actions formalised in this agreement on one hand in the Lisbon strategy renewed in 2005, prioritising actions in favour of employment, and on the other hand as part of the Total group's Corporate Social Responsibility. This process of the company's Corporate Social Responsibility consists of all the measures used by a business to anticipate and try to endeavour to control or manage the environmental impacts, industrial risks, social and ethical consequences, direct or indirect of its activities wherever it operates. This process involves a position of dialog with civil society, the need to be responsible and following the thrust of progress.

The European Federations of Trade Unions acknowledge the positive character of such a process aiming to help small and medium sized businesses and to support willing employees to create their own business or purchase a business in remembering that the development of assistance in this domain, and in particular in favour of the Group's employees, cannot be a means for TOTAL to encourage employees to leave their employment.

The present agreement is a framework agreement. The condition for its use is the undertaking and outcome of negotiations in the Total group's subsidiaries or businesses located in the four experimental employment areas which will be determined with the help of Regional Development Division for assistance mentioned in article 2 and in any of the Group's subsidiaries or premises for the assistance mentioned in article 3 of the present agreement.



☆ **Article 1**

**Scope of application**

The present agreement applies to all the legally autonomous entities of the Total group mentioned in article 1 of the agreement relating to the European Works Council of 29th June 2005.

☆ **Article 2**

**Assistance mechanism for small and medium sized businesses**

The different measures are:

- making available technological means and sharing of skills,
- support for exporting and international development,
- financial assistance for creation, purchase and development of businesses,
- assistance given to employees who wish to create or purchase a business ("spin-off").

**2-1 Making available technological means**

The Total group makes available to creators or purchasers of small and medium sized businesses the technical and human means to provide support in their development projects: loan of equipment, advice and diagnostic services given by experts from TOTAL.

**2-2 Support for exporting and international development**

The Total group wishes to facilitate exploration of the international markets with which it is familiar with small and medium sized businesses who want to do this. Assistance is given to carrying out joint missions of exploration and business, student missions and mentoring by European International Volunteers. These means are made available by the Total group and its subsidiaries to businesses who have development projects outside their country of origin.

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**2-3 Financial assistance in creation, purchase**

**or development of small and medium sized businesses**

The Total group's General Management undertakes, through TOTAL Développement Régional S.A., to participate in the stimulation of the employment areas in which the Group carries out an industrial activity of significant size (business of over 300 employees). This financial support will be able to be put into effect in the form of a repayable loan offer, the conditions of which will depend, on one hand, on the national legislation of the country concerned, and on the other the number of jobs created.

☆ **Article 3**

**Assistance with spin-off**

The Total group's General Management and the European Federations of Trade Unions agree that it is desirable to give the Group's employees who have decided to create their own business or to purchase an existing business, the necessary assistance so that their projects are developed under the best possible conditions and have chances of succeeding.

This support from the business, for the employee, translates into making available means in time, advice and methodology, technical, financial and intellectual assistance, from the time that the employee makes his wish known until the actual implementation of his project.

Under the negotiation framework mentioned in article 4-2 of this agreement, which will have to open up within each business before implementing an assistance with spin-off, the general guarantees and principals cited in articles 3-1, 3-2, 3-3 and 3-4 will have to be respected.

**3-1 During the project development phase**

- Guarantee for the employee having expressed his wish to carry out a project to his local Human Resources Management, of a confidentiality period in regard to his hierarchy and in any case until validation of his pre-project by the Regional Development Division (RDD).

- Pre-validation by the Regional Development Division which must open up to the employee the benefit of provisions which require the employee's operational hierarchy to be informed. These locally negotiated provisions may in particular refer to:

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- an authorisation for paid absences;
- making available a financial package for a study being able to be conducted by a third party;
- an assessment of skills so as to identify requirements in additional training (financial management, marketing, technical in particular). This assessment will be able to give rise to drawing up a training plan used by the establishment to which the employee belongs.

- Right for the employee to benefit from advice from the Regional Development Division business manager and his locally appointed correspondent. Information in return by his local management of the follow-up given to his project.

During the development of the employee's project or at the end, if it does not actually end up being started, the Total group's General Management undertake that no action which may have an impact on his professional activity during the development of his project can disadvantage him, in particular in terms of career development.

### 3-2 Leave for creation of a business

The business agreements which will be negotiated locally must provide for leave for creation of a business. This leave for a minimum period of one year, unpaid, must be offered to any of the Group's employees who have been with the group continuously for 36 months at the date of the leave taking effect. This provision must be applicable including in countries where legislation or practice does not provide for such leave, except in cases where such an absence would have prejudicial consequences on the employee's status.

Likewise, the business agreement will have to set the means for the employee's return into the business at the end of this one year's leave. In this circumstance, repayment of financial support granted by way of article 3-3 of the present agreement will become payable and the clauses of the loan convention relevant to this repayment will be applicable.

Apart from the term of leave for creation of a business, the former employee will have to be able, if he requests a return into the business within a maximum time period of two years, to benefit from a priority study of his candidacy within his original entity or in another Group entity.

### 3-3 Financial assistance

Financial assistance negotiated locally and in accordance with the state of national legislation, will have to enable the employee with a project to be assisted during the phases of development, creation or purchasing of a business. This assistance will be able to be in the form of a personal loan or a business loan which will be adapted to the project's features and to the number of open-ended jobs possibly created or maintained.

These loans will be directly set up by TOTAL Développement Régional S.A. in the countries where national legislation authorises it. In other countries, the solutions will be adapted to the applicable legislation.

- a) Personal loan: the local loans committee gives a ruling on the project in view of information obtained and contacts established between the business manager Regional Development and the holder of the project.

This loan is granted with the lowest possible rate of interest, without any documentary or personal guarantee. Its amount is adjusted depending on the project's characteristics.

The repayment of this loan will be spread out over 7 years and will be adjusted to the earning possibilities of the person concerned, monthly payments not being able to exceed a tenth of this.

- b) Loan to the business: a loan to the business can be put in place locally. The amount is linked to the number of open-ended jobs created or maintained. It is repayable over a maximum of 7 years, at a low rate of interest, the absence of guarantee and the possibility of deferring repayment being the main advantages.

A special bonus will be able to be examined in the case of creation of employment occupied by an employee of the Group other than the holder of the project.



**3-4 Assistance**

Throughout the setting up of the project, the Total group's General Management will ensure that the employees who create businesses can benefit from the assistance of the Regional Development Division, and advice from internal experts. It will facilitate access and contact with partners outside the regional development who could constitute material or intellectual resources useful for carrying out the project. In any case, making available the Group's resources in regard to know-how, industrial and relational experience, will be systematically pursued.

**☆ Article 4  
Organisation, players' role  
and implementation of assistance**

The General Management solemnly declares that the object of the present agreement is not in any case to prepare or support situations requiring restructuring to be done. Under these circumstances, the provisions given in articles 2 and 4 of the European Social Platform of 22nd November 2004 are expressly applied, in accordance with existing national legislation.

Likewise, the implementation of this assistance cannot create situations of distortion of competition in regard to existing entities within the Group.

**4-1 Organisation**

For implementing this assistance, the Regional Development Division designates a "chargé d'affaires" among its members. The subsidiary designates a representative. Within the Total group, they are the representatives for employee who have a spin-off project or for assisted small and medium sized businesses.

**4-2 Implementation**

It is agreed between the Total group's General Management and the European Federations of Trade Unions, that the provisions stated in articles 2-1, 2-2 and 2-3 of the present agreement will be, in an initial phase, implemented experimentally in four European employment areas one of which being French, determined at the latest within three months of signing the present framework agreement.

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The principal of using all the assistance provided for in this agreement (articles 2 and 3), as well as the means for their implementation, will have to be the subject of a business agreement negotiated within each TOTAL subsidiary.

In regard to the role of staff representatives in the setting up and follow-up of this assistance, the business agreements will have to allow for:

- the conditions under which the staff representatives will be associated with drawing up the criteria enabling adopting candidates for the different types of assistance,
- company guarantees from which employees wishing to create or pursue a business (spin-off) will be able to benefit, such as: reduction of work load during preparation and launching of their project, duration and means of leave for business creation, conditions for maintaining social welfare for the duration of leave for business creation, existence and conditions for financial loans, making available means facilitating the construction of the project and its launching, guarantees of return to the job should the project fail,
- the means of following up the cases processed by the subsidiary's management: content of information communicated to the representatives and frequency of this information.

Given their knowledge of the economic base, the General Management also recognises the role of opinion leaders of staff representatives with the Management of the subsidiary to which they belong in order to enable them to present cases for which they consider, in terms of their knowledge of the economic base, that a business assistance provided for in the agreement could be granted.

**4-3 Experimentation period**

As from date of signing of the local agreement, a time frame of 36 months will be opened to lead to the first assistance operations to small and medium sized businesses in the selected employment areas.

For assistance with spin-off, the agreement will be able to set, especially during the first years of application, a maximum number of cases per year.

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**4-4 Choice of criteria**

The criteria to be held for the choice of businesses benefiting from assistance cited in articles 2 and 3 of the present agreement will have to be debated with the local staff representatives in the framework of the negotiation mentioned in article 4-2.

The Total group's General Management and the European Federations of Trade Unions are each undertaking in so far as it refers to them, in the implementation of this assistance to create, purchase or develop small and medium sized businesses, to ensure the strict respect of the application of the Group's ethical charter and the European Social Charter with all participants concerned: respect of employees, informing employees and their representatives, relationships with business people, local elected regional representatives, clients and suppliers.

In this regard, the criteria drawn up for adopting beneficiaries will have to in particular concern:

- taking into account the problems of durable development and conformity with the ethical principals as defined by the Group;
- for requests for assistance in view of purchase or development of a small and medium sized businesses, existence in the portfolio of the criteria on which the business has been certified;
- the respect of the right of local work as well as the criteria associated with safety.

In general, it is agreed that special attention will have to be given, in drawing up the specifications of the businesses chosen, to respecting the principles decreed in the European Social Charter and to which the Total group has adhered.

In any case, the final decision for acceptance of cases presented in the framework of all this assistance will remain the responsibility of the Regional Development Division and the subsidiary's Management.

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**☆ Article 5****Internal communication of the framework agreement**

In order to enable the Group's subsidiaries to adhere under the best conditions possible to the objectives contained in the present agreement and to enable the employees to be made aware of the procedures provided for by the present agreement, the Group's General Management will implement a campaign for presenting these objectives and the provisions contained therein.

**☆ Article 6****Follow-up**

The implementation of each assistance operation will give rise to informing the staff representatives of the subsidiary under the conditions set by the negotiation cited in article 4-2.

This follow-up will have to enable the subsidiary's staff representatives to give their opinion on the courses of direction they wish to see implemented in the framework of the subsidiary's regional development policy within the employment area.

A balance sheet of all the cases having given rise to the allocation of assistance by the different subsidiaries will also be examined once a year, during the Sustainable Development, Societal and Environmental Responsibility, Safety Commission of the European Works Council, and communicated to members of the Liaison Office. The Commission members will also be able, given the knowledge they have of the area, to give a summary of the sectors of activity in which they would like to see the Group implement and develop an assistance policy for small and medium sized businesses.

**☆ Article 7****Assessment of the experiment**

At the end of the 36 months set for the experimental period, the Total group's General Management and the European Federations of Trade Unions will meet to study the follow-ups which are advisable to give to the agreement. Negotiations will be undertaken in order to extend or adapt, by additional clauses, the text of the European agreement.

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☆ **Article 8**  
**Publicity**

The present agreement will be lodged with the Departmental Labour and Employment Division to which the TOTAL Headquarters is attached as well as the Labour Court Registry of Nanterre and with the European Commission in Brussels (EMPLOYMENT, SOCIAL AFFAIRS AND EQUAL OPPORTUNITY DG).

Signed in Courbevoie, La Défense  
On March 28th, 2007  
In 8 original copies

For **TOTAL SA**

Jean-Jacques GUILBAUD

**European Federations of Trade Unions:**

For the **ETUC**

The **EMCEF:**  
**Reinhard REIBSCH**

The **FECCIA:**  
**Francois VINCENT**

For the **CEC**

The **FECER:**  
**Jean CONAN**

## GLOSSARY

**Small and medium sized businesses**

The definition of small and medium sized business has been specified by a European Commission recommendation on 6th May 2003. A small and medium sized business employs less than 250 employees, has a turnover of less than 500 million euros or an annual balance sheet of less than 43 million euros.

Furthermore, it must be independent, i.e. 25% of the capital or voting rights must not be held by a business which does not correspond with the definition of small and medium sized businesses.

**Corporate solidarity**

This expression is the "signature" of all the programs and means that TOTAL has implemented from the end of the seventies to assist in the creation or development of small and medium sized businesses located in the employment areas and regions which receive its activities. TOTAL therefore proves to be totally supportive of the surrounding communities by making available to small and medium sized businesses its material and immaterial means, thus contributing to regional economic development.

**Local appointment committee**

A Local appointment committee is created to instruct and rule on the requests for project support which are addressed to the local subsidiary by its partners and motivations.

Set up by the subsidiary's manager, it is made up of representatives of this subsidiary, the "chargé d'affaires" of the Regional Development Division and pos-

sibly other members appointed due to their skills in the field of local social and economic development. They meet when called together by its chairman as often as required and make three categories of decision:

- agreement with or without condition,
- adjournment for further information,
- rejection.

These decisions are written in a report drawn up and signed by the Chairman of the Committee.

**Regional Development Division (RDD)**

The Regional Development Division is one of 6 DRHC managements. Guy Sallavaud Manager of Regional Development reports directly to Jean-Jacques Guilbaud DRHC of the Group.

The RDD's main missions are to conceive, suggest and implement a policy and regional means of action expressing the Total group's solidarity with the communities around it. The RDD had 17 representatives in the 2007 budget, among which 7 "Chargés d'Affaires", as defined hereinafter.

**TOTAL Développement Régional SA (TDR SA)**

TDR SA is a subsidiary public limited company 100% owned by the Group founded in 1979 within the Group under the name SOFREA. Its mission in its statutes is "to favour the creation and development of employment" in the regions which receive the Group's activities, by making implementation of administrative support, financial loans in addition to public, association and bank systems.

TDR SA is mobilised and financed by mandate of the subsidiaries and branches and exercises its activity exclusively within the Group.

In Béarn, TDR SA is continuing its efforts in creating substitute activities to those linked to Laeq gas. Chemical and NTC research, support for local small and medium sized businesses and support for Sobegi (subsidiary of TOTAL via TDR SA), Industriacq, Pau Cité Multimédia platforms are the main tools.

**"Chargés d'Affaires"**

The RDD has 7 "Chargés d'Affaires" to whom 1 or 2 French regions are assigned (hence the Regional Representative is also used). The "Chargés d'Affaires" are in direct contact with the local public and association players in regional development. They are the representative of the businesses supported throughout the system's progress: direct contact in situ, case analysis, selection, implementation of support, follow-up and possibly litigation.

In the case of spin-off, they are the employee's concerned representative.

**Employment area**

Geographical space within which most of the assets reside and work. In France, the INSEE (National Institute of Statistics and Economic Studies) and divided up the territory into 348 areas, the movements homework constitute the basic variable in this division.

In the absence of local administrative reference, we maintain that the employment area around one of our large establishments corresponds approximately to a circle of 30 km radius.

**Spin-off**

Support given by a business to its employees. This support can be in the form of support, connecting people, training, financial support... There is no equivalent to the term "ressainage" in European languages. In English, the closest term is "spin-off" but this word indicates an innovative or technological spin-off.

**Piggy-back**

Made available by TOTAL from its international network to the benefit of small and medium sized businesses.

TOTAL practises:

- Individual piggy-backs by receiving trainees or international volunteers in small and medium sized businesses in its overseas subsidiaries;
- Collective piggy-backs by taking small and medium sized businesses' representatives to overseas exhibitions or organising collective exploration missions in markets where TOTAL is well established (Emirates, Qatar...).

**International Volunteers in Business (VIE)**

The International Voluntary Service in Business was set up in 2001, substituting the VSNE (National Service in Business Volunteer), when it was cancelled.

It concerns young people up to 28 years old, who wish to be entrusted with a professional mission overseas for a flexible period of 6 to 24 months.

For small and medium sized businesses who do not have a suitable overseas framework, (TOTAL and other large French groups) are offering piggy-back solutions.



**ays couverts par l'Accord  
ountries concerned by the Agreement**



